Baldwin County Commission

Baldwin County Commission
Regular Meeting Agenda

Tuesday, August 7, 2018
8:30 AM

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

District 1 – Commissioner Frank Burt, Jr., Chairman
District 2 – Commissioner Chris Elliott
District 3 – Commissioner Tucker Dorsey
District 4 – Commissioner Charles F. Gruber, Vice Chairman

Ronald J. Cink, County Administrator

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

A WELCOME, INVOCATION AND PLEDGE OF ALLEGIANCE

Welcome by Frank Burt, Jr. Chairman
Invocation by Miranda N. McKinnon, Administrative Support Specialist, Bay Minette Administration
Pledge of Allegiance

ADOPTION OF MINUTES

July 17, 2018, Regular Meeting

B CONSENT

BA ADMINISTRATION

BA1	Acknowledgement of Amended Tax Abatement - Kaishan Compressor (USA) LLC	**18-0711**
BA2	Amended Application to Establish Private Cemetery - Lloyd G. Hastings Family Cemetery	**18-0712**
BA3	Annual Advertising Contract with Gulf Coast Newspapers for FY 2018-2019	**18-0729**
BA4	*City of Fairhope Annexation Notice	**18-0706**
BA5	Request from the City of Fairhope to Use County Voting Machines for Its Municipal Special Election to be Held on October 2, 2018	**18-0728**
BA6	Request from Fort Mims Restoration Association - Reenactment and Living History Event at Fort Mims on August 25-26, 2018	**18-0695**

BE BUDGET/PURCHASING

BE1	Competitive Bid #WG18-33 - Provision of Road Signs for the Baldwin County Commission	**18-0683**
BE2	Competitive Bid #WG18-34 - Provision of Industrial Fittings, Hoses and Accessories for the Baldwin County Commission	**18-0684**
BE3	Competitive Bid #WG18-36 - Provision of Fiber Optic Network-Maintenance and Locates for the Baldwin County Commission	**18-0685**
BE4	Transfer of Vehicles from Various Baldwin County Departments	**18-0686**

BM FINANCE AND ACCOUNTING

BM1 Sales & Use Tax Collection Software Addendum **18-0699**

BN HIGHWAY

BN1 Competitive Bid #WG16-37 - Land Management of 424.46 Acres of "Wet Pine Flatwoods Habitat" Within the Baldwin County Mitigation Area, Gulf Shores, Alabama, for the Baldwin County Commission **18-0724**

BN2 Perdido Volunteer Fire Department - Construction and Paving of Parking Lot **18-0679**

BN3 Rabun Volunteer Fire Department - Slope Correction **18-0681**

BN4 Replacement of Damaged Fence at the Area 100 Maintenance Facility Located in Bay Minette, Alabama **18-0719**

BN5 Highway Department - Purchase of a Woods Batwing Rotary Mower **18-0717**

BN6 Transfer of a Portion of County Road 8 East to the City of Gulf Shores **18-0680**

BN7 Eastern Shore Metropolitan Planning Organization - Streetlytics Data Purchase **18-0703**

BN8 Execution of IRS Form 8283 for a Donated Right-of-Way on George Younce Road - Project No. 0204216 (Tract 4) **18-0707**

BN9 Execution of IRS Form 8283 for a Donated Right-of-Way on George Younce Road - Project No. 0204216 (Tract 5) **18-0708**

BN10 Execution of IRS Form 8283 for a Donated Right-of-Way on George Younce Road - Project No. 0204216 (Tract 6) **18-0709**

BN11 Execution of IRS Form 8283 for a Donated Right-of-Way on George Younce Road - Project No. 0204216 (Tract 9) **18-0710**

BN12 Execution of IRS Form 8283 for a Donated Right-of-Way on George Younce Road - Project No. 0204216 (Tract 10) **18-0713**

BN13 Execution of IRS Form 8283 for a Donated Right-of-Way on George Younce Road - Project No. 0204216 (Tract 11) **18-0714**

BN14 Execution of IRS Form 8283 for a Donated Right-of-Way on George Younce Road - Project No. 0204216 (Tract 17) **18-0716**

BP PERSONNEL

BP1 BRATS - Transfer of Employee from Part-Time Bus Driver to Full-Time Bus Driver **18-0702**

BP2 Highway Department (Bay Minette) - Personnel Changes **18-0723**

BP3 Highway Department (Construction Section) - Creation of Construction Manager Position **18-0721**

BQ PLANNING AND ZONING

BQ1 Baldwin County Planning and Zoning Commission - Board Appointment **18-0704**

C PRESENTATIONS

CA GENERAL

CA1 Employee of the Quarter for 1st Quarter 2018 **18-0677**

CA2 Introduction of Newly Promoted Officers of the Baldwin County Sheriff's Office **18-0696**

CA3 236th Anniversary of the Purple Heart - August 7, 2018 **18-0644**

D PUBLIC HEARINGS

DQ PLANNING AND ZONING

DQ1 Case No. Z-18023 - The Reserve at Daphne Planned Residential Development Site Plan **18-0705**

E COMMITTEE REPORTS

EA FINANCE/ADMINISTRATION DIVISION

EA1 Payment of Bills **18-0649**

EA2 Notification of Interim Payments Approved by Clerk/Treasurer as Allowed Under Policy 8.1 **18-0650**

EB ROAD AND BRIDGE DIVISION

F ELECTED OFFICIAL REQUESTS

G OTHER STAFF RECOMMENDATIONS

GA ADMINISTRATION

GA1 *City of Daphne - Appropriation Agreement for Corte Road Right-of-Way Acquisition (Baldwin County Fiscal Year 2017-2018 County Budget) **18-0701**

GJ ELECTED OFFICIALS

GJ1 Agreement between Baldwin County Commission and Quality Correctional Health Care, Inc., for Inmate Medical Services Program for the Baldwin Corrections Center and Baldwin County Juvenile Detention Center — **18-0687**

H COMMISSIONER REQUESTS

HA COMMISSION DISTRICT 1

HB COMMISSION DISTRICT 2

HC COMMISSION DISTRICT 3

HD COMMISSION DISTRICT 4

I ADDENDA

IA1 Change in Blue Cross Blue Shield Benefit — **18-0747**

J ADMINISTRATIVE REPORT

K COUNTY ATTORNEY'S REPORT

L ANNOUNCEMENTS

M PUBLIC COMMENTS

N PRESS QUESTIONS

O COMMISSIONER COMMENTS

P ADJOURNMENT

Baldwin County Commission

Agenda Action Form

File #: 18-0711, **Version:** 1 **Item #:** BA1

Meeting Type: BCC Regular Meeting
Meeting Date: 8/7/2018
Item Status: New
From: Ronald J. Cink, County Administrator
Submitted by: Miranda McKinnon, Administrative Support Specialist III

ITEM TITLE
Acknowledgement of Amended Tax Abatement - Kaishan Compressor (USA) LLC

STAFF RECOMMENDATION
Take the following actions:

1) In observance with §40-9B-5(d), Code of Alabama (1975), acknowledge receipt, on July 5, 2018, and by certified mail, of a "Resolution," by the Loxley Industrial Development Board, Loxley, Alabama, granting an "Tax Abatement" to Kaishan Compressor (USA) LLC.

This tax abatement amends the previous tax abatement granted to Kaishan Compressor (USA) LLC, on May 8, 2018 by the Loxley Industrial Development Board and acknowledged by the Baldwin County Commission at its regularly scheduled meeting on June 19, 2018; and

2) Forward to the Office of the Revenue Commissioner of Baldwin County and the Office of Probate Judge of Baldwin County the "Resolution" and associated attachments informing the Baldwin County Commission of the aforementioned grant of such amended "Tax Abatement."

BACKGROUND INFORMATION

Previous Commission action/date: June 19, 2018

Background:
On June 19, 2018, at the BCC Regular Meeting, the Commission took the following actions:

"1) In observance with §40-9B-5(d), Code of Alabama (1975), acknowledge receipt, on May 21, 2018, and by certified mail, of a "Resolution," by the City of Loxley Industrial Development Board, Loxley, Alabama, granting a "Tax Abatement" to Kaishan Compressor (USA) LLC; and 2) Forward to the Office of the Revenue Commissioner of Baldwin County and the Office of Probate Judge of Baldwin County the "Resolution" and associated attachments informing the Baldwin County Commission of

the aforementioned grant of such "Tax Abatement.'"

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

Section 40-9B-5, Code of Alabama 1975, which is entitled "Granting of Abatement," provides:

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

Staff requests the County Commission acknowledge receipt of this Resolution granting the above referenced Amended Tax Abatement and, further, forward to the Office of Revenue Commissioner of Baldwin County and Office of Judge of Probate of Baldwin County the Resolution and associated attachments informing the Baldwin County Commission of the aforementioned grant of such Amended Tax Abatement.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: County Administration

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Correspondence to:
The Honorable Teddy Faust
Revenue Commissioner
Baldwin County, Alabama
Post Office Box 1389
Bay Minette, Alabama 36507

The Honorable Tim Russell
Judge of Probate
Baldwin County, Alabama
Post Office Box 459
Bay Minette, Alabama 36507

Mr. Lee Lawson
Baldwin County Economic
Development Alliance
P.O. Box 1340
Robertsdale, Alabama 36567

cc: Ron Cink, Kim Creech, Heather Gwynn and Debbie West

Additional instructions/notes: N/A

BALDWIN COUNTY | ECONOMIC DEVELOPMENT ALLIANCE

P.O. BOX 1340 ROBERTSDALE, AL 36567
www.baldwineda.com

4BCC
RC
EC

RECEIVED
JUL 05 2018
BY:

July 2, 2018

Ronald J. Cink
County Administrator/Budget Director
Baldwin County Administration Building
County Commission Office
312 Courthouse Square, Suite 12
Bay Minette, AL 36507

CERTIFIED MAIL

Dear Administrator Cink,

As required by Alabama Law, I am enclosing a copy of the executed tax abatement application, resolution, and agreement granted to Kaishan Compressor (USA), LLC by the Loxley Industrial Development Board for the construction of a new facility. The project is located in Baldwin County inside the limits of the Town of Loxley.

These documents amend the previous abatement, granted to Kaishan on May 8th, 2018.

Thank you for your time and consideration in this matter. If you have any questions, please call me at (251) 970-4003.

Sincerely,

Tanner Jones, Research Analyst
Baldwin County Economic Development Alliance

E
COUNTY DEVELOPMENT ALLIANCE
P O Box 1340 • Robertsdale, Alabama 36567

1000

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS. FOLD AT DOTTED LINE.

CERTIFIED MAIL®

7015 0640 0002 3002 4985

Ronald J Cink
County Administrator/Budget Director
Baldwin County Admin Building
County Commission Office
312 Courthouse Sq Suite 312
Bay Minette, AL 36507

Resolution Number _____

A resolution amending the previous resolution, which granted tax abatements to Kaishan Compressor (USA) LLC.

This Resolution is made this 28th day of June , 2018 by the Loxley Industrial Development Board (the Granting Authority), to grant a tax abatement to Kaishan Compressor (USA) LLC (the Company).

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

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

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

✓ all state and local noneducational property taxes,

✓ all construction related transaction taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or

o all mortgage and recording taxes; and

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

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

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

WHEREAS, the construction of the project will involve an additional capital investment of $5,917,750, bringing Kaishan Compressor (USA) LLC's total investment to $11,387,750; and

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

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

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

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

✓ all state and local noneducational property taxes,

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

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

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

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

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

I hereby certify that the above and foregoing was duly adopted by the Loxley Industrial Development Board at a meeting held on the 28th day of June, 2018.

Pamela J. Knight

(Secretary)

Baldwin County Commission

Agenda Action Form

File #: 18-0712, **Version:** 1 **Item #:** BA2

Meeting Type: BCC Regular Meeting
Meeting Date: 8/7/2018
Item Status: New
From: Ronald J. Cink, County Administrator
Submitted by: Miranda McKinnon, Administrative Support Specialist III

ITEM TITLE
Amended Application to Establish Private Cemetery - Lloyd G. Hastings Family Cemetery

STAFF RECOMMENDATION
Due to a scrivener's error in the legal description found on "Exhibit A" to the Application to Establish a Private Cemetery (Lloyd G. Hastings Family Cemetery), which was approved by the Baldwin County Commission on June 19, 2018, take the following actions:

1) Approve the Amended Application to Establish Private Cemetery, which corrects the scrivener's error in the legal description, as submitted by Eric L. Hastings and Jennifer, acting by and through William L. Brantley, his attorney of record and filed at Probate Office on June 27, 2018; and

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

BACKGROUND INFORMATION

Previous Commission action/date: June 19, 2018

Background:

On June 19, 2018, Administration Department received an Application to Establish Family Cemetery in Bay Minette, Baldwin County, Alabama. The application was filed at the Judge of Probate Office on June 18, 2018, by Eric L. Hastings and Jennifer Hastings.

Chairman Frank Burt, Jr. (District 1) visited the proposed cemetery site on June 19, 2018 and recommended approval of the application.

At the June 19, 2018 Regular Baldwin County Commission Meeting, the cemetery application came before the Commission from the floor.

At that time, the Commission took the following actions:

1. Waived Baldwin County Commission Policy #2.7 - Licensing of Cemeteries, and approved the application to establish a private cemetery located just north of 47553 Lloyd Hastings Road, Bay Minette, Alabama 36507 and more accurately described as Parcel A in the application to establish a private cemetery; and

2. Made the application to establish a private cemetery a party of the June 19, 2018, Baldwin County Commission regular meeting minutes.

The Judge of Probate issued the Order Granting License to Establish Private Cemetery for The Lloyd G. Hastings Family Cemetery on June 19, 2018.

On June 27, 2018, the applicants filed an Amended Application to Establish Private Cemetery at the Probate Office, due to a scrivener's error in the legal description found on "Exhibit A" to the original Application to Establish a Private Cemetery.

At this time Staff is bringing forward the Amended Application to Establish a Private Cemetery for the Commission's consideration and approval. Once the final Order is issued by the Judge of Probate the Order will be brought back before the Commission to make it and any other supporting documentation a part of the record.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?
No

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): If the request is approved, staff will forward certified minutes of the August 7, 2018, BCC Regular Meeting to the Judge of Probate. Judge of Probate will issue an Order Establishing a Family Cemetery, which will be made a part of the record at the following Regular BCC meeting.

Additional instructions/notes: N/A

IN THE PROBATE COURT OF BALDWIN COUNTY, ALABAMA

IN RE: LLOYD G. HASTINGS *

PRIVATE CEMETERY * CASE NO. 35872

AMENDED APPLICATION TO ESTABLISH PRIVATE CEMETERY

COME NOW, Eric L. Hastings and Jennifer, acting by and through William L. Brantley, his attorney of record, who would show unto the Court as follows:

1. That on 18 June 2018, Petitioners filed an Application to Establish Private Cemetery in the captioned matter.

2. That, the legal description found on "Exhibit 'A'" contains a scrivener's error.

3. That, the correct legal description of the Subject Property reads as follows:

Commencing at the Southwest corner of the Northwest Quarter of Section 33, Township 1 South, range 3 East; thence North 0 degrees 12 minutes 03 seconds West and along said quarter line 330.0 feet to a point; thence North 89 degrees 47 minutes 57 degrees East 388.00 feet to the point of beginning of the property herein described, thence North 0 degrees 12 minutes 03 seconds West 210 feet to a point; thence North 89 degrees 47 minutes 57 seconds East 242.30 feet to a point on the West line of Lloyd Hastings Road (60' R/W) thence South 07 degrees 55 minutes 45 seconds West and along said right of way 212.13 feet to a point; thence South 89 degrees 47 minutes 57 seconds West 212.309 feet to the point of beginning.

4. That, all other allegations and statements of fact, and prayers for relief found in the initial Petition are incorporated herein by reference.

Respectfully submitted,

William L. Brantley, as Attorney for Petitioners
P. O. Box 1968
Bay Minette, Alabama 36507
251-937-5533

STATE OF ALABAMA
2018 JUN 27 A 10:29
BALDWIN COUNTY

IN THE PROBATE COURT OF BALDWIN COUNTY, ALABAMA

IN RE: LLOYD G. HASTINGS *

* Case Number 35872

PRIVATE CEMETERY

APPLICATION TO ESTABLISH PRIVATE CEMETERY

COME NOW ERIC L. HASTINGS and JENNIFER HASTINGS who hereby make application for the location and establishment of a private family cemetery on the following described real property situated in the County of Baldwin, State of Alabama, to-wit:

SEE EXHIBIT "A"

Three documents have been attached hereto and are made a part hereof by reference:

1) A survey plat of the above described property dated "09/14/2018" [sic.].

2) A photocopy of a "Deed to Establish Private Cemetery" which Eric L. Hastings and Jennifer Hastings anticipate executing upon approval of the application contained herein; said deed vests title to the subject land in the Co-Trustees of the "Lloyd G. Hastings Family Cemetery" and sets out the rights, power, obligations and privileges of the Co-Trustees in connection with the operation of said private cemetery.

3) A photocopy of proposed "Rules and Restrictions for the Lloyd G. Hastings Family Cemetery".

The undersigned respectfully pray that this Court shall grant this application and issue a license to the undersigned to establish said private cemetery.

RESPECTFULLY SUBMITTED this 18 day of June, 2018.

Eric L Hastings (SEAL)
ERIC L. HASTINGS

Jennifer Hastings (SEAL)
JENNIFER HASTINGS

STATE OF ALABAMA

COUNTY OF BALDWIN

I, Wm. L Brantley, a Notary Public duly authorized in the state and county aforesaid to take acknowledgments, hereby certify, that on this day, before me personally appeared ERIC L. HASTINGS, to me known to be the person described in and who, executed the foregoing instrument and he/she

ELH
JCH

acknowledged before me that, being informed of the contents of the same, he/she voluntarily signed and delivered the within foregoing instrument on the day and year therein mentioned.

Given under my hand and seal, this 18 day of JUNE 2018.

NOTARY PUBLIC
in and for Alabama - State at Large
My Commission Expires: 3-13-21

Affix Seal

STATE OF ALABAMA

COUNTY OF BALDWIN

I, NIK L. BRANTLEY, a Notary Public duly authorized in the state and county aforesaid to take acknowledgments, hereby certify, that on this day, before me personally appeared JENNIFER. HASTINGS, to me known to be the person described in and who, as Grantor, executed the foregoing instrument and he/she acknowledged before me that, being informed of the contents of the same, he/she voluntarily signed and delivered the within foregoing instrument on the day and year therein mentioned.

Given under my hand and seal, this 18 day of JUNE 2018.

NOTARY PUBLIC
in and for Alabama - State at Large
My Commission Expires: 3-13-21

Affix Seal

STATE OF ALABAMA
2018 JUN 18 A 11:21
BALDWIN COUNTY

ELH
JCH

EXHIBIT "A"

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 3 WEST; THENCE N0°12'03"W AND ALONG SAID QUARTER LINE 330.00 FEET TO A POINT; THENCE N89°47'57"E 388.00 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE N0°12'03"W 210.00 FEET TO A POINT; THENCE N89°47'57"E 242.30 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF LLOYD HASTINGS ROAD (60'R/W) THENCE S07°55'45"W AND ALONG SAID RIGHT OF WAY 212.13 FEET TO A POINT; THENCE S89°47'57"W 212.30 FEET TO THE POINT OF BEGINNING.

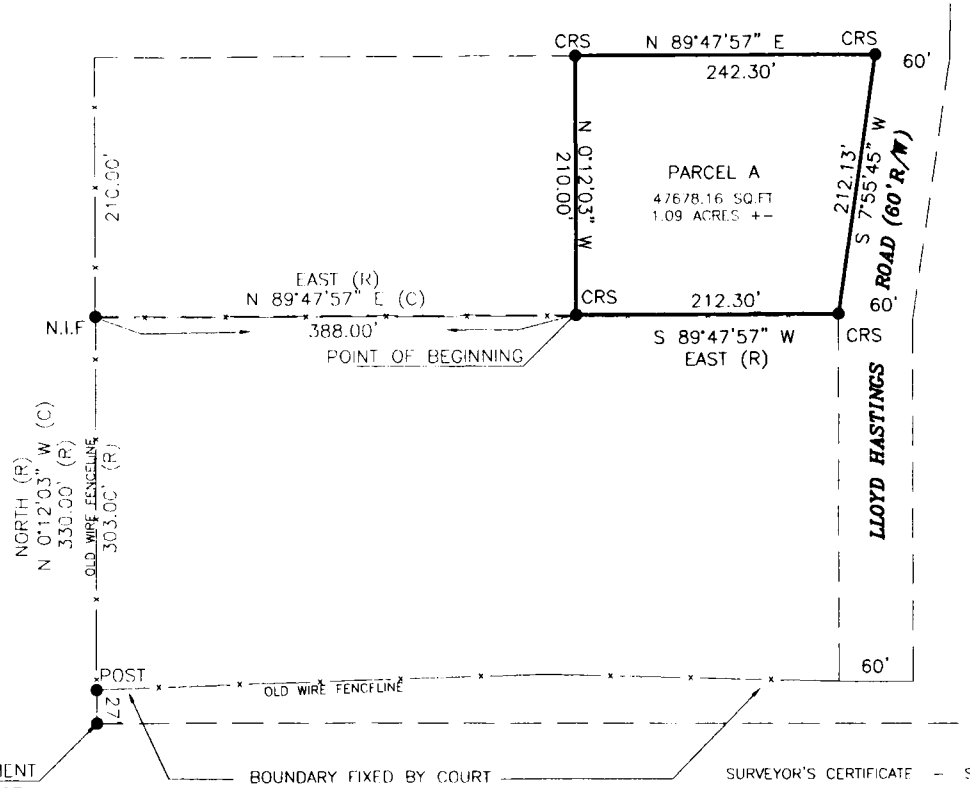
ELH
JCH

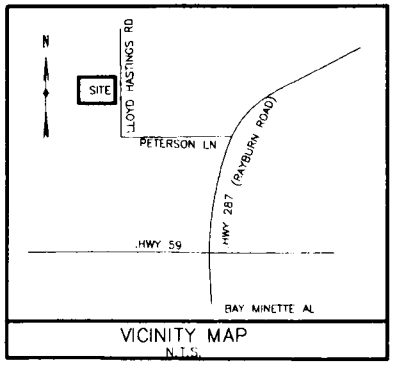
100 0 100

Scale: 1" = 100'

TYPE OF SURVEY: FAMILY CEMETERY

COLLECTED BEARING BASED ON G.P.S OBSERVATIONS
RECORD BEARING BASED ON PREVIOUS SURVEY DATED 06/06/69





VICINITY MAP
N.T.S.

DESCRIPTION: PARCEL A

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 3 WEST; THENCE N0°12'03"W AND ALONG SAID QUARTER LINE 330.00 FEET TO A POINT; THENCE N89°47'57"E 388.00 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE N0°12'03"W 210.00 FEET TO A POINT; THENCE N89°47'57"E 242.30 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF LLOYD HASTINGS ROAD (60'R/W) THENCE S07°55'45"W AND ALONG SAID RIGHT OF WAY 212.13 FEET TO A POINT; THENCE S89°47'57"W 212.30 FEET TO THE POINT OF BEGINNING.

FLOOD ZONE STATEMENT:

PROPERTY IS LOCATED IN ZONE X-UNSHADED WHICH WAS DETERMINED BY ELEVATIONS FROM INSURANCE RATE MAP 01003C0029SL, DATED 07 17,2007

LEGEND:

P	=	OVERHEAD POWER LINES
P.P.	=	POWER LINE POLE
P.O.B.	=	POINT OF BEGINNING
C.R.F.	=	CAPPED REBAR IRON FOUND
C.R.S.	=	CAPPED REBAR IRON SET
C.R.(1)	=	CAPPED REBAR IRON FOUND ()
C.R.(3)	=	CAPPED REBAR IRON FOUND ()
C.T.	=	CRIMP TOP IRON PIPE FOUND
O.T.	=	OPEN TOP IRON PIPE FOUND
RBR.	=	REBAR FOUND
CMT.	=	CONCRETE MONUMENT FOUND
*FFE	=	FINISH FLOOR ELEVATION
R	=	RECORD
C	=	COLLECTED

5/8" CAPPED REBAR SET ON ALL PROPERTY CORNERS UNLESS NOTED.

NO IMPROVEMENTS SHOWN

POINT OF COMMENCEMENT
SOUTHWEST CORNER OF
THE NORTHWEST QUARTER
SEC. 33, T-1-S, R-3-W

BOUNDARY FIXED BY COURT DECREE- BALDWIN COUNTY CIRCUIT COURT EQUITY CASE NO. 9984 - 06/06/69

THIS DRAWING DOES NOT REFLECT ANY TITLE OR EASEMENT RESEARCH BY THIS COMPANY, OTHER THAN WHAT IS VISIBLE ON THE GROUND OR PROVIDED BY THE CLIENTS CONVEYANCE.

SURVEYOR'S CERTIFICATE - SIGNED BY OWNERS

I, PAUL D. STEWART, A REGISTERED LAND SURVEYOR (ALABAMA. REG. NO. 30357) HEREBY CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA, TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

PAUL D. STEWART, ALA. REG. NO. 30357

NOT VALID WITHOUT EMBOSSED SEAL

STEWART SURVEYING INC.
10050-B DAUPHIN ISLAND PARKWAY
THEODORE, AL 36582
251-973-0550
FAX 251-973-0551

DRAWN BY:	JAS	SCALE:	1"=100'	REVISIONS	PROJECT	SHT. NAME	SHT. NO.
DATE:	09/14/2018	S-T-R:	S33-T1S-R3E	EL/H		**HASTINGS FAMILY CEMETERY**	1/1
DWG. NO.:	1806-006	CLIENT:	ERIC HASTINGS	JCH			
APPROVED BY:	PDS	PROJECT:	1806-006				

D:\2018DRAWINGS\1806-006.dwg, Jun 15, 2018 - 6:48:20PM, asus

IN THE PROBATE COURT OF BALDWIN COUNTY, ALABAMA

IN RE:

LLOYD G. HASTINGS FAMILY CEMETERY, CASE NO. 35872

A PRIVATE CEMETERY

ORDER GRANTING LICENSE TO ESTABLISH PRIVATE CEMETERY

The undersigned having reviewed the application for establishment of a private cemetery submitted by **ERIC L. HASTINGS and JENNIFER HASTINGS** in the above cause and hereby grants the application as submitted. The undersigned do, therefore,

ORDER, ADJUDGE and DECREE that a license is hereby granted to **ERIC L. HASTINGS and JENNIFER HASTINGS** to establish a private cemetery on the following described real property situated in Baldwin County, Alabama, to-wit:

SEE ATTACHED EXHIBIT A

DONE this 19th day of June, 2018.

JUDGE OF PROBATE

COUNTY COMMISSION OF BALDWIN COUNTY, ALABAMA

By: _____
As Its Chairman

6/19/2018

EXHIBIT "A"

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 3 WEST; THENCE N0°12'03"W AND ALONG SAID QUARTER LINE 330.00 FEET TO A POINT; THENCE N89°47'57"E 388.00 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE N0°12'03"W 210.00 FEET TO A POINT; THENCE N89°47'57"E 242.30 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF LLOYD HASTINGS ROAD (60'R/W) THENCE S07°55'45"W AND ALONG SAID RIGHT OF WAY 212.13 FEET TO A POINT; THENCE S89°47'57"W 212.30 FEET TO THE POINT OF BEGINNING.

EL H
JCH

COMMISSION POLICY

POLICY #2.7

SUBJECT: Licensing of Cemeteries

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

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

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

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

POLICY STATEMENT

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

PROCEDURAL REQUIREMENT

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

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

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

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

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

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

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

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

Baldwin County Commission

Agenda Action Form

File #: 18-0729, **Version:** 1 **Item #:** BA3

Meeting Type: BCC Regular Meeting
Meeting Date: 8/7/2018
Item Status: New
From: Anu Gary, Administration/Records Manager
Submitted by: Victoria Key, Administrative Support Specialist

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ITEM TITLE
Annual Advertising Contract with Gulf Coast Newspapers for FY 2018-2019

STAFF RECOMMENDATION
Approve the annual contract between the Baldwin County Commission and the Gulf Coast Newspapers for display and legal advertising rates for all departments of the Baldwin County Commission as follows:

Legal Advertising Display Rates
Based on $11.00 pci (per column inch) rate for all papers

Legal Advertising Per Word Rates
$.28 per word with each additional run date same ad: $.28 per word

The contract will be effective and commence September 3, 2018, for a term of one year, expiring September 3, 2019.

BACKGROUND INFORMATION

Previous Commission action/date: August 15, 2017 - last contract approval date
This is an annual contract with the Gulf Coast Newspapers. The rates for 2018-2019 are the same as in the previous contract for 2017-2018.

Background: Yes

FINANCIAL IMPACT

Total cost of recommendation: Depends on volume of ads

Budget line item(s) to be used: Various departments' budgets

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration staff - Have Chairman execute contract and forward a copy of fully executed contract to:

Jeniece Bouzan
jeniece@gulfcoastmedia.com

April Wallace
april@gulfcoastmedia.com

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

Additional instructions/notes: N/A

GULF COAST MEDIA
A DIVISION OF OPC NEWS, LLC

THE COURIER • THE ISLANDER
THE ONLOOKER

THE BALDWIN TIMES
1-251-943-2151

901 N McKenzie St
Foley, AL 36535

PHONE (251) 345-6805
FAX (251)943-3441

APRIL WALLACE
LEGAL ADVERTISING

CONTRACT:

Date: July 5, 2018
From: Gulf Coast Media
901 North McKenzie Street, Foley, AL 36535

To: Baldwin County Commission
Re: Legal Advertising Rates fir the Baldwin County Commission:
Legal advertising rates in Gulf Coast Media's four community newspapers of general circulation in Baldwin County for the Baldwin County Commission and its various departments are as follows:

Wednesday Publications:
The Courier, The Islander and The Onlooker
Friday Publication
The Baldwin Times

Legal Advertising Display Rates:
$11 per column inch for all newspapers

Legal Advertising Per Word Rates:
$.28 (cents) per word per run.
These rates shall be in effect for one year starting September 3, 2018.

Acknowledge and Agree:

Baldwin County
Commission_____

Date: _____

Gulf Coast Media Parks Rogers

Date: 7-5-18

Baldwin County Commission

Agenda Action Form

File #: 18-0706, **Version:** 2 **Item #:** BA4

Meeting Type: BCC Regular Meeting
Meeting Date: 8/7/2018
Item Status: Replacement
From: Ronald J. Cink, Administrator/Budget Director
Submitted by: Gloria Bitto

ITEM TITLE
City of Fairhope Annexation Notice

STAFF RECOMMENDATION
Authorize the placement of the City of Fairhope Annexation Ordinance Number 1619 an Ordinance amending Ordinance Number 1253 known as the Zoning Ordinance and Ordinance Number 1621 annexing property into the corporate limits of the municipality of the City of Fairhope, Alabama, into the minutes of the August 7, 2018 Baldwin County Commission meeting with the proper notifications to the following departments/organizations:

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

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

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

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Reason for Replacement Item: Staff inadvertently omitted several departments from the notification section in the Staff Recommendation.

The City of Fairhope has submitted a copy of Annexation Ordinance Number 1619 an Ordinance amending Ordinance Number 1253 known as the Zoning Ordinance and Ordinance Number 1621 for the annexation of certain property into the corporate limits of the municipality of the City of Fairhope Alabama, to be made part of the record of the Baldwin County Commission Meeting on August 7, 2018.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

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

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Administration - Mail Correspondence to:
The Honorable Mayor Karin Wilson
Mayor City of Fairhope
Attention: Lisa Hanks, City Clerk

161 North Section Street
P. O. Box 429
Fairhope, Alabama 36533

Email Memo to the various departments/organizations.

Additional instructions/notes: N/A

BALDWIN COUNTY, ALABAMA
TIM RUSSELL PROBATE JUDGE
Filed/cert. 7/26/2018 1:41 PM
TOTAL $ 28.00
6 Pages

1710132

ORDINANCE NO. 1619

AN ORDINANCE AMENDING ORDINANCE NO. 1253 KNOWN AS THE ZONING ORDINANCE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAIRHOPE, ALABAMA as follows:

The ordinance known as the Zoning Ordinance (No. 1253), adopted 27 June 2005, together with the Zoning Map of the City of Fairhope, be and the same hereby is changed and altered in respect to that certain property described below:

After the appropriate public notice and hearing of the Planning Commission of the City of Fairhope, Alabama has forwarded a **favorable** recommendation,

The property of The Teachers' Retirement Systems of Alabama generally located on the west side of Battles Road just south of Crane Place, Fairhope, Alabama.

Camellia at the Colony

A PORTION OF PPIN #: 72845

Legal Description: (Case number ZC 17.19)

A PORTION OF TAX PARCEL NUMBER 05-46-09-30-0-000-090.000 DESCRIBED WITHIN INSTRUMENT NUMBER 1024402 RECORDED IN PROBATE RECORDS, BALDWIN COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 OF WATERSHED SOUTH SUBDIVISION, AS SHOWN ON PLAT THEREOF RECORDED ON SLIDE 2534-C IN PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN SOUTH 87°15'50" EAST A DISTANCE OF 131.60 FEET TO A 1/2" IRON REBAR WITH CAP STAMPED "CA604" ON THE WEST RIGHT-OF-WAY OF BATTLES ROAD; THENCE RUN SOUTH 00°09'28" EAST ALONG SAID WEST RIGHT-OF-WAY A DISTANCE OF 432.38 FEET TO A 1/2" IRON REBAR WITH CAP STAMPED "CA604"; THENCE LEAVING SAID RIGHT-OF-WAY SOUTH 75°13'46" WEST A DISTANCE OF 98.70 FEET TO A 1/2" IRON REBAR WITH CAP STAMPED "CA604"; THENCE RUN NORTH 38°08'30" WEST A DISTANCE OF 65.36 FEET TO A 1/2" IRON REBAR WITH CAP STAMPED "CA604"; THENCE RUN NORTH 13°54'35" WEST A DISTANCE OF 60.01 FEET TO A 1/2" IRON REBAR WITH CAP STAMPED "CA604"; THENCE RUN NORTH 00°09'28" WEST A DISTANCE OF 258.36 FEET TO A 1/2" IRON REBAR WITH CAP STAMPED "CA604"; THENCE RUN NORTH 10°48'48" EAST A DISTANCE OF 97.55 FEET TO THE POINT OF BEGINNING; SAID DESCRIBED PARCEL CONTAINING 1.49 ACRES, MORE OR LESS.

A map of the property to be zoned is attached as Exhibit A

The property is hereby initially zoned TR – Tourism Resort District concurrent with annexation into the City of Fairhope. This property shall hereafter be lawful to construct on such property any structures permitted by Ordinance No. 1253 and to use said premises for any use permitted or building sought to be erected on said property shall be in compliance with the building laws of the City of Fairhope and that any structure shall be approved by the Building Official of the City of Fairhope and that any structure be erected only in compliance with such laws, including the requirements of Ordinance No. 1253.

Severability Clause - if any part, section or subdivision of this ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this ordinance, which shall continue in full force and effect notwithstanding such holding.

Effective Date – This ordinance shall take effect immediately upon its due adoption and publication as required by law.

ADOPTED THIS 9TH DAY OF JULY, 2018

Karin Wilson, Mayor

ATTEST:

Lisa A. Hanks, MMC
City Clerk

Ord. No. 1619 Published in FAIRHOPE COURIER on Wednesday, July 25, 2018
City Clerk

Revised 06/2006

CITY OF FAIRHOPE
P.O. DRAWER 429
FAIRHOPE, AL 36533
251/928-2136

PETITION FOR ANNEXATION

STATE OF ALABAMA)(
COUNTY OF BALDWIN)(

We, the undersigned PETITIONER(S), owner(s) of the lands in fee simple described in the attached EXHIBIT A, such property being without the Corporate Limits of the City of Fairhope, Alabama, but being contiguous to the said Corporate Limits; and such property not lying within the corporate limits or police jurisdiction of any other municipality, do, by these presents, hereby petition the City of Fairhope, a municipal corporation, that said property be annexed into the City of Fairhope, Alabama.

The subject land is delineated on the map attached hereto as EXHIBIT B.

This petition is filed under authority of Section 11-42-21, Code of Alabama, 1975, as amended.

☐ **This petition is for R-1 Zoning**

☒ **The condition of the Petition is that zoning be established as** TR **Concurrent with Annexation.**
(Zoning Request)

Is this property colony property _____Yes _X_ No. If this property is colony property the Fairhope Single Tax Office must sign as a petitioner.

Signature of Petitioner	Steve Timms Print petitioner's name
Signature of Petitioner	Print petitioner's name
Signature of Petitioner	Print petitioner's name

Physical Address of property being annexed: See attached plat

Petitioner's Current Physical Address:	Petitioner's Current Mailing Address:
135 South Union St, Suite 228	135 South Union St, Suite 228
Montgomery, AL 36104	Montgomery, AL 36104

Telephone Number(s): 334-264-2345
Home Work

County Tax Parcel Number: 05-46-09-30-0-000-090.000

Backroom:Users:mray:Library:Mail:POP-info%herndon.cc@p#87E59.net:INBOX.mbox:FW_ Forms for the we.mimeattach:Petition for annex.doc

RECEIVED
OCT 19 2017
BY: EB

Revised 06/2006

U.S JUSTICE DEPARTMENT INFORMATION

☒ Size of property (acres or square feet) 1.5 acres

☒ If property is occupied, give number of housing units N/A

☒ Number of Persons residing in each unit, and their race N/A

☒ If property is unoccupied, give proposed use Single Family Residential

☒ If property is being developed as a subdivision, give subdivision name

Camellia at the Colony

☒ Number of lots within proposed subdivision 7

I, Barbara L Garner a Notary Public in and for said State and County, hereby certify that Steve Timms whose name(s) is/are signed to the forgoing Petition and who is/are known to me, this day appeared before me and, being first duly sworn, acknowledge that he/she/they have voluntarily executed this Petition on this day same bears date.

Given under my Hand and Seal this 17th day of October, 2017,

(Seal)

Barbara L Garner
Notary Public

My commission expires

BARBARA L. GARNER
Notary Public - State of Alabama
My Commission Expires
February 20, 2018

I, _____ a Notary Public in and for said State and County, hereby certify that _____ whose name(s) is/are signed to the forgoing Petition and who is/are known to me, this day appeared before me and, being first duly sworn, acknowledge that he/she/they have voluntarily executed this Petition on this day same bears date.

Given under my Hand and Seal this _____ day of _____, 20____,

(Seal)

_____
Notary Public

My commission expires _____

I, _____ a Notary Public in and for said State and County, hereby certify that _____ whose name(s) is/are signed to the forgoing Petition and who is/are known to me, this day appeared before me and, being first duly sworn, acknowledge that he/she/they have voluntarily executed this Petition on this day same bears date.

Given under my Hand and Seal this _____ day of _____, 20____,

(Seal)

_____
Notary Public

My commission expires _____

Backroom:Users:mray:Library:Mail:POP-info%hemdon.cc@p#87E59.net:INBOX.mbox:FW_ Forms for the we.mimeattach:Petition for annex.doc

City Council

Case: ZC 17.19 Camellia at the Colony

Conditional Annexation to
Tourism Resort (TR) District

Project Name:
Camellia at the Colony

Project Type:
Rezoning Request from:
Unzoned, Unincorporated Baldwin County
to
Tourist Resort (TR) District

Jurisdiction:
Fairhope Planning, Police, and Permit

PPIN Number:
72845

General Location:
The west side of Battles Rd, just south of Watershed South subdivision

Engineer:
HMR, LLC

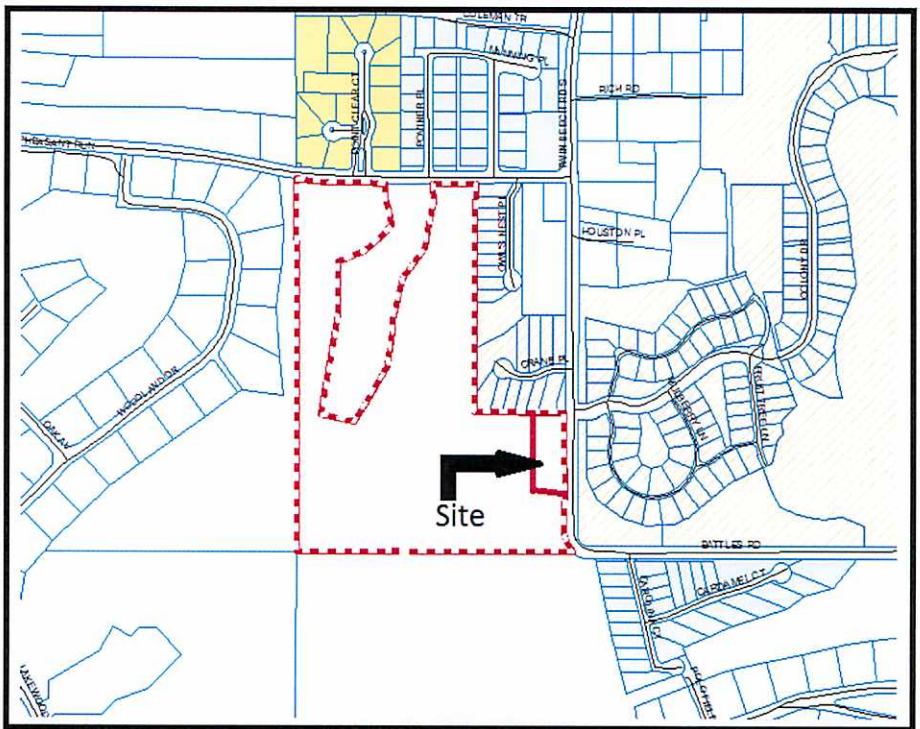
Owner:
The Teachers Retirement System of Alabama

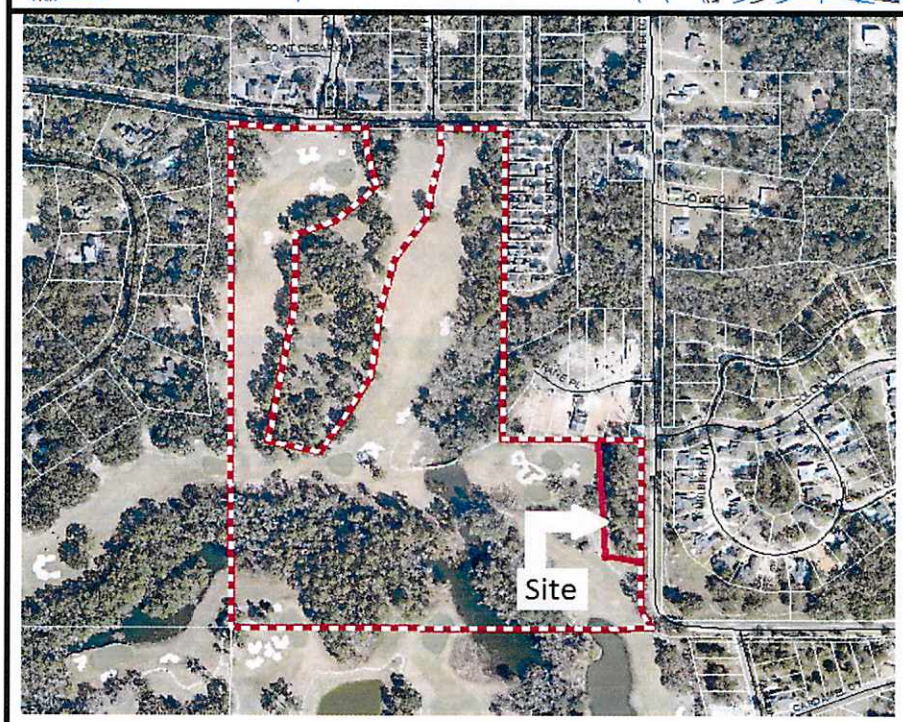
School District:
Larry J. Newton and Fairhope Elementary Schools

Prepared by:
Nancy Milford, Planner

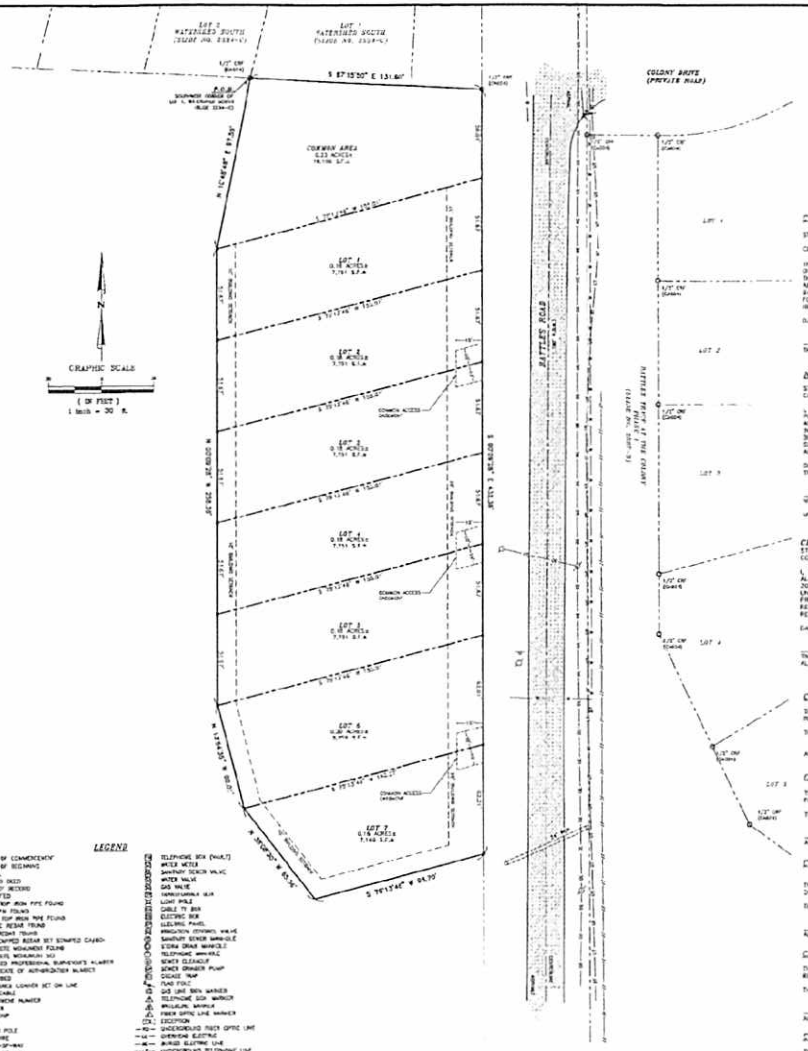
Staff Recommendation:
Approve with conditions

PC Recommendation:
Approve with conditions





CAMELLIA AT THE COLONY



LEGEND

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
(A)	ACTUAL
(R)	RECORD DEED
(P)	PLAT OF RECORD
(C)	COMPUTED
IPF	IRON PIPE FOUND
IRF	IRON PIN FOUND
CTF	CRIMP TOP IRON PIPE FOUND
CRF	CAPPED REBAR FOUND
RBF	1/2" REBAR FOUND
CRS	1/2" CAPPED REBAR SET STAMPED CA#510
CMF	CONCRETE MONUMENT FOUND
CMS	CONCRETE MONUMENT SET
LS#	LICENSED PROFESSIONAL SURVEYOR'S NUMBER
CoA	CERTIFICATE OF AUTHORIZATION NUMBER
(DIST)	DISTURBED
(REC)	INSTRUMENT NUMBER (AT ON LINE
(UNR)	UNRECORDED
INST #	INSTRUMENT NUMBER
SEC'S	SECTION
T=	TOWNSHIP
R=	RANGE
-O-	POWER POLE
-o-	GUY WIRE
R/W	RIGHT-OF-WAY
ROW	RIGHT-OF-WAY
Ø	FIRE HYDRANT
WV	WGV
TP	TELEPHONE PEDESTAL
EM	ELECTRIC METER BOX
AC	AIR CONDITIONER
JB	JUNCTION BOX (WALL)
(L.U.E.)	ELEVATION
HW	WHERE

NOTE:
ALL BEARINGS ARE "GRID" UNLESS OTHERWISE STATED.

TB	TELEPHONE BOX (VAULT)
WM	WATER METER
SV	SANITARY SEWER VALVE
WV	WATER VALVE
GV	GAS VALVE
TS	TRAFFIC SIGNAL BOX
LP	LIGHT POLE
TV	CABLE TV BOX
EB	ELECTRIC BOX
EP	ELECTRIC PANEL
IRR	IRRIGATION CONTROL VALVE
SM	SANITARY SEWER MANHOLE
DM	STORM DRAIN MANHOLE
TM	TELEPHONE MANHOLE
SC	SEWER CLEANOUT
SP	SEWER GRINDER PUMP
GM	GAS METER
FDC	FLAT FDC
GM	GAS LINE MKR MARKER
TM	TELEPHONE MKR MARKER
WM	WELLMAN MARKER
FO	FIBER OPTIC LINE MARKER
(E)	EXCEPTION
UT	UNDERGROUND FIBER OPTIC LINE
OE	OVERHEAD ELECTRIC
UE	BURIED ELECTRIC LINE
UT	UNDERGROUND TELEPHONE LINE
US	UNDERGROUND SEWER LINE
UW	UNDERGROUND WATER LINE
UG	UNDERGROUND GAS LINE
UV	UNDERGROUND TELEVISION
SD	STORM DRAINAGE LINE
CMP	GALVANIZED IRON, TYPE
RCP	REINFORCED CONCRETE PIPE
CPP	CORRUGATED PLASTIC PIPE

CERTIFICATE OF OWNERSHIP

STATE OF ALABAMA
COUNTY OF BALDWIN

THIS IS TO CERTIFY THAT THE EMPLOYEE'S RETIREMENT SYSTEM OF ALABAMA IS THE OWNER OF THE LAND SHOWN AND DESCRIBED IN THIS PLAT, AND THAT I HAVE CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AS INDICATED HEREIN, FOR THE USES AND PURPOSE HEREIN SET FORTH AND DO HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE DESIGN AND TITLE HEREIN INDICATED, AND GRANT ALL EASEMENTS FOR UTILITY USE AS NOTED TOGETHER WITH SUCH RESTRICTIONS AND COVENANTS NOTED BELOW OR ATTACHED IN A SEPARATE LEGAL DOCUMENT.

DATED THIS THE _____ DAY OF _____ 20

_____
THE EMPLOYEES' RETIREMENT SYSTEM OF ALABAMA

NOTARY FOR EMPLOYEES' RETIREMENT SYSTEM OF ALABAMA

STATE OF ALABAMA
COUNTY OF MONTGOMERY

I, _____, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN SAID STATE, HEREBY CERTIFY THAT STEVE TWIRA, ASSISTANT DIRECTOR RSA REAL ESTATE INVESTMENTS, IS SIGNED TO THE FOREGOING INSTRUMENT, AND WHO IS KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY THAT, BEING INFORMED OF THE CONTENTS OF SAID INSTRUMENT, HE, AS SUCH ASSISTANT DIRECTOR AND WITH FULL AUTHORITY, EXECUTED THE SAME VOLUNTARILY FOR AND AS THE ACT OF SAID PUBLIC CORPORATION.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS THE _____ DAY OF _____, 20

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

CERTIFICATION OF ENGINEER

STATE OF ALABAMA
COUNTY OF BALDWIN

I, TIMOTHY D. LAWLEY, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF ALABAMA FOR HUTCHINSON, MOORE AND RAUCH, LLC, HOLDING CERTIFICATE NUMBER 20968, HEREBY CERTIFY THAT I HAVE REVIEWED THE DESIGN HEREON WHICH WAS DONE UNDER MY DIRECT CONTROL AND SUPERVISION AND THAT, TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND TO THE BEST OF MY BELIEF, CONFORMS TO THE REQUIREMENTS OF THE FAIRHOPE SUBDIVISION REGULATIONS AND TO ALL OTHER RULES, REGULATIONS, LAWS AND ORDINANCES APPLICABLE TO MY DESIGN.

DATED THIS THE _____ DAY OF _____, 20

_____
TIMOTHY D. LAWLEY, P.E.
ALA. REG. NO. 30859

CERTIFICATE OF APPROVAL BY AT&T

THE UNDERSIGNED, AS AUTHORIZED BY AT&T HEREIN APPROVES THE WITHIN PLAT FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA.

THIS THE _____ DAY OF _____, 20

_____
AUTHORIZED SIGNATURE

CERTIFICATE OF APPROVAL BY FAIRHOPE WATER AND SEWER

THE UNDERSIGNED, AS AUTHORIZED BY FAIRHOPE WATER & SEWER, HEREBY APPROVES THE WITHIN PLAT FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA.

THIS THE _____ DAY OF _____, 20

_____
AUTHORIZED SIGNATURE

CERTIFICATE OF APPROVAL BY FAIRHOPE GAS

THE UNDERSIGNED, AS AUTHORIZED BY FAIRHOPE GAS, HEREBY APPROVES THE WITHIN PLAT FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA.

THIS THE _____ DAY OF _____, 20

_____
AUTHORIZED SIGNATURE

CERTIFICATE OF APPROVAL BY THE RIVIERA UTILITIES

THE UNDERSIGNED, AS AUTHORIZED BY THE RIVIERA UTILITIES, HEREBY APPROVES THE WITHIN PLAT FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA.

THIS THE _____ DAY OF _____, 20

_____
AUTHORIZED SIGNATURE

CERTIFICATE OF APPROVAL OF THE CITY OF FAIRHOPE PLANNING COMMISSION

THE WITHIN PLAT OF BATTLES TRACE AT THE COLONY, PHASE 3, BALDWIN COUNTY, ALABAMA, IS HEREBY APPROVED BY FAIRHOPE CITY PLANNING COMMISSION.

THIS THE _____ DAY OF _____, 20

_____
SECRETARY

CERTIFICATE OF OWNERSHIP

STATE OF ALABAMA
COUNTY OF BALDWIN

THIS IS TO CERTIFY THAT THE TEACHER'S RETIREMENT SYSTEM OF ALABAMA IS THE OWNER OF THE LAND SHOWN AND DESCRIBED IN THIS PLAT, AND THAT I HAVE CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AS INDICATED HEREIN, FOR THE USES AND PURPOSE HEREIN SET FORTH AND DO HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE DESIGN AND TITLE HEREIN INDICATED, AND GRANT ALL EASEMENTS FOR UTILITY USE AS NOTED TOGETHER WITH SUCH RESTRICTIONS AND COVENANTS NOTED BELOW OR ATTACHED IN A SEPARATE LEGAL DOCUMENT.

DATED THIS THE _____ DAY OF _____, 20

_____
THE TEACHERS' RETIREMENT SYSTEM OF ALABAMA

NOTARY FOR TEACHERS' RETIREMENT SYSTEM OF ALABAMA

STATE OF ALABAMA
COUNTY OF MONTGOMERY

I, _____, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN SAID STATE, HEREBY CERTIFY THAT STEVE TWIRA, ASSISTANT DIRECTOR RSA REAL ESTATE INVESTMENTS, IS SIGNED TO THE FOREGOING INSTRUMENT, AND WHO IS KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY THAT, BEING INFORMED OF THE CONTENTS OF SAID INSTRUMENT, HE, AS SUCH SECRETARY-TREASURER AND WITH FULL AUTHORITY, EXECUTED THE SAME VOLUNTARILY FOR AND AS THE ACT OF SAID PUBLIC CORPORATION.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS THE _____ DAY OF _____, 20

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

CERTIFICATE OF APPROVAL BY THE BALDWIN COUNTY E-911 ADDRESSING

THE UNDERSIGNED, AS AUTHORIZED BY THE BALDWIN COUNTY E-911 BOARD, HEREBY APPROVES THE WITHIN PLAT FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA.

THIS _____ DAY OF _____, 20

_____
AUTHORIZED SIGNATURE

GENERAL SURVEYORS NOTES

1. SOURCES OF INFORMATION USED TO FACILITATE THIS SURVEY WERE PREVIOUS SURVEYS BY THIS AND OTHER FIRMS, THE RECORDED SUBDIVISION PLAT, AND/OR OTHER RECORDED DOCUMENTS SHOWN HEREON.
2. NO TITLE SEARCH, TITLE OPINION OR ABSTRACT WAS PERFORMED BY THIS FIRM. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHT-OF-WAYS, OR OTHER INSTRUMENTS OF RECORD WHICH COULD AFFECT THE BOUNDARIES OF THIS PROPERTY THAT WERE NOT FURNISHED AT TIME OF SURVEY.
3. FIELD WORK FOR THIS SURVEY WAS COMPLETED ON 05/23/2017.
4. ALL BEARINGS ARE BASED ON NORTH AMERICAN DATUM 1983, ALABAMA WEST ZONE; STATE PLANE GRID NORTH; DERIVED BY GLOBAL POSITIONING SYSTEM OBSERVATION; ALL DISTANCES SHOWN ARE GROUND DISTANCES. ALL MEASUREMENTS WERE MADE IN ACCORDANCE WITH U.S. STANDARD FEET.
5. ELEVATIONS ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988. CONTOURS ARE SHOWN AT ONE FOOT INTERVALS.
6. THE SURVEYED PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION OF "X" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), AS SCALED FROM FLOOD INSURANCE RATE MAP (FIRM) MAP NO. 01003C0010G, PANEL NUMBER 0010 IDENTIFICATION OF JULY 17, 2012, FOR COMMUNITY NO. 110060, IN BALDWIN COUNTY, STATE OF ALABAMA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PREMISES IS SITUATED.
7. NO UNDERGROUND IMPROVEMENTS HAVE BEEN LOCATED UNLESS SHOWN.
8. THIS IS A BOUNDARY SURVEY OR TOPOGRAPHIC SURVEY OR AS-BUILT SURVEY OR LOAN SURVEY OR SPECIFIC PURPOSE SURVEY.
9. THE SURVEYED PROPERTY LIES WITHIN SECTION 30, TOWNSHIP 4 SOUTH, RANGE 2 EAST.
10. THE HOMEOWNER'S ASSOCIATION WILL BE RESPONSIBLE FOR THE MAINTENANCE AND ENERGY COSTS OF ANY STREET LIGHTS.
11. THE HOMEOWNER'S ASSOCIATION WILL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL COMMON AREAS.
12. THE HOMEOWNER'S ASSOCIATION WILL BE RESPONSIBLE FOR THE MAINTENANCE OF THE ROADWAY AND STORM WATER INFRASTRUCTURE.
13. ALL LOTS SHOWN HEREON ARE SUBJECT TO THE TERMS AND CONDITIONS OF THE CAMELLIA AT THE COLONY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS TO BE RECORDED IN BALDWIN COUNTY, ALABAMA (THE "DECLARATION"), INCLUDING THE VARIOUS EASEMENTS, USE RESTRICTIONS AND THE CREATION OF LIENS FOR THE PAYMENT OF ANNUAL ASSESSMENTS AS MORE PARTICULARLY DESCRIBED IN THE DECLARATION.
14. A MINIMUM 10 FOOT SEPARATION SHALL BE ESTABLISHED BETWEEN ALL STRUCTURES TO MEET IRC REQUIREMENTS. THE FIRE RATING OF THE STRUCTURE WILL BE DETERMINED AT THE TIME OF PERMITTING.
15. ALL LOTS ARE SUBJECT TO A 15' MINIMUM BUILDING SETBACK LINE AND UTILITY EASEMENT ALONG THE FRONT LOT LINES ALONG BATTLES ROAD.
16. ALL LOTS SHALL BE ACCESSED OFF OF BATTLES ROAD.

LEGAL DESCRIPTION

A PORTION OF TAX PARCEL NUMBER 05-48-09-30-0-000-003.000 DESCRIBED WITHIN INSTRUMENT NUMBER 1024400 RECORDED IN PROBATE RECORDS, BALDWIN COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 OF WATERSHED SOUTH SUBDIVISION, AS SHOWN ON PLAT THEREOF RECORDED ON SLIDE 3334-C IN PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN SOUTH 87°15'20" EAST A DISTANCE OF 131.80 FEET TO A 1/2" IRON REBAR WITH CAP STAMPED "CA#241" ON THE WEST RIGHT-OF-WAY OF BATTLES ROAD; THENCE RUN SOUTH 00°09'28" EAST ALONG SAID WEST R/W 0.12' ±WAY A DISTANCE OF 433.30 FEET TO A 1/2" IRON REBAR WITH CAP STAMPED "CA#241"; THENCE LEAVING SAID RIGHT-OF-WAY SOUTH 79°13'40" WEST A DISTANCE OF 84.70 FEET TO A 1/2" IRON REBAR WITH CAP STAMPED "CA#241"; THENCE RUN NORTH 26°04'26" WEST A DISTANCE OF 65.26 FEET TO A 1/2" IRON REBAR WITH CAP STAMPED "CA#241"; THENCE RUN NORTH 13°54'55" WEST A DISTANCE OF 60.51 FEET TO A 1/2" IRON REBAR WITH CAP STAMPED "CA#241"; THENCE RUN NORTH 07°02'24" WEST A DISTANCE OF 238.36 FEET TO A 1/2" IRON REBAR WITH CAP STAMPED "CA#241"; THENCE RUN NORTH 10°48'48" EAST A DISTANCE OF 97.55 FEET TO THE POINT OF BEGINNING. SAID DESCRIBED PARCEL CONTAINS 1.49 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATION

I HEREBY STATE THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

_____ _____
STUART L. SMITH, PLS DATE
ALABAMA LICENSE NUMBER 27463

*DRAWING IS INVALID WITHOUT SIGNATURE & SEAL, OF A LICENSED LAND SURVEYOR

OWNER/DEVELOPER

THE TEACHERS' RETIREMENT SYSTEM OF ALABAMA
THE EMPLOYEES' RETIREMENT SYSTEM OF ALABAMA
201 SOUTH JACKSON STREET
MONTGOMERY, AL 36104

SURVEYOR

STUART L. SMITH
AL. LICENSE NO. 27463

SITE DATA

TAX PARCEL NO.
32-48-09-30-0-000-030.000

TOTAL SIZE AREA = 1.49 ACRES± (64,887 S.F.±)
TOTAL NUMBER OF LOTS = 7
SMALLEST LOT = 0.11 ACRES± (5,109 S.F.±)
AVERAGE LOT = 0.161 ACRES± (6,916 S.F.±)
TOTAL COMMON AREA = 0.23 ACRES± (10,106 S.F.±)

ZONING
CITY OF FAIRHOPE
TOURISM-RESORT DISTRICT

ZONING REQUIREMENTS
- 10' REAR SETBACK
- 45/60 SEAL SETBACK
- 20' FRONT SETBACK

UTILITIES
POWER - RIVIERA UTILITIES
SEWER - FAIRHOPE WATER & SEWER
WATER - FAIRHOPE WATER & SEWER
GAS - FAIRHOPE GAS
TELE - AT&T

DEDICATED EASEMENTS
- 10' UTILITY EASEMENT ALONG ALL PERIMETER LOT LINES

Exhibit A

NO.	REVISION	DATE	ENGR.

HUTCHINSON, MOORE & RAUCH, LLC
ENGINEERS & SURVEYORS
2039 MAIN STREET
DAPHNE, ALABAMA
36526
TEL (251) 626-2626
FAX (251) 626-6934
daphne@hmrengineers.com

4515-PLAT
R1315/A515/10.01

PRELIMINARY/FINAL PLAT
CAMELLIA AT THE COLONY

CLIENT: RETIREMENT SYSTEMS OF ALABAMA

SCALE	DATE	DRAWN BY	CHECKED BY	SHEET
1"=30'	NOVEMBER 2017	SLS	SLS	1 OF 1

BALDWIN COUNTY, ALABAMA
TIM RUSSELL PROBATE JUDGE
Filed/cert. 7/26/2018 1:43 PM
TOTAL S 22.00
4 Pages

1710135

ORDINANCE NO. 1621

WHEREAS, **DEBORAH JEAN JILES a/k/a DEBRA JILES,** the owner of the hereinafter described property, did, in writing, petition the City of Fairhope, a municipal corporation, for annexation under Section 11-42-21 of the Code of Alabama, 1975, as amended; and

WHEREAS, a map of said property is attached to said Petition as an exhibit; NOW, THEREFORE

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the following described property, lying contiguous to the corporate limits of the City of Fairhope, Alabama; and not within the corporate limits or the police jurisdiction of any other municipality; be and the same is hereby annexed to the City of Fairhope, Alabama, to-wit:

Property is located at 19279 S. Ingleside Avenue, Fairhope, Alabama.

LEGAL DESCRIPTION:

TAX PARCELS 46-04-20-4-000-046.002

Commence at the Southeast corner of Government Lot 11, Section 20, Township 6 South, Range 2 East and run thence North 00 degrees 04 minutes West, 1507.97 feet; thence run South 89 degrees 56 minutes West, 171 feet to an iron pin marker at the Southwest corner of that 150 foot square lot heretofore conveyed to Goubile, for a POINT OF BEGINNING: thence continue South 89 degrees 56 minutes West, a distance of 145.2 feet to an iron pipe marker; thence run North 00 degrees 04 minutes West, 150 feet to an iron pin marker; thence run 89 degrees 56 minutes East 145.2 feet to an iron pin marker; thence run South 00 degrees 04 minutes East, 150 feet to the POINT OF BEGINNING;

TOGETHER WITH a right-of-way easement to provide ingress and egress described as follows, to-wit:

Commence at the Southeast corner of Government Lot No. 11, Section 20, Township 6 South, Range 2 East and run thence North 00 degrees 04 minutes West, 1507.97 feet; thence run South 89 degrees 56 minutes West, 21 feet to a point on the West margin of Ingleside Avenue for a POINT OF BEGINNING; thence continue South 89 degrees 56 minutes West, 200 feet; thence run South 00 degrees 04 minutes East, 30 feet; thence run North 89 Degrees 56 minutes East, 200 feet; thence run North 00 degrees 04 minutes West, 30 feet to the POINT OF BEGINNING. Parcel lies in the Northwest quarter of the Southeast quarter of Section 20, Township 6 South, Range 2 East, Baldwin County, Alabama.

This property shall be zoned R-1, Low Density Single-Family Residential District.

BE IT FURTHER ORDAINED that a certified copy of this Ordinance, with a copy of the Petition and the exhibit, be recorded in the Office of the Probate Judge, Baldwin County, Alabama.

This Ordinance shall take effect immediately upon its due adoption and publication as required by law.

ADOPTED THIS 23RD DAY OF JULY, 2018

Karin Wilson, Mayor

ATTEST:

Lisa A. Hanks, MMC
City Clerk

Ord. No. 1621 Published in FAIRHOPE COURIER on Friday, August 3, 2018
Lisa Hanks City Clerk

Revised 06/2006

CITY OF FAIRHOPE
P.O. DRAWER 429
FAIRHOPE, AL 36533
251/928-2136

PETITION FOR ANNEXATION

STATE OF ALABAMA)(
COUNTY OF BALDWIN)(

We, the undersigned PETITIONER(S), owner(s) of the lands in fee simple described in the attached EXHIBIT A, such property being without the Corporate Limits of the City of Fairhope, Alabama, but being contiguous to the said Corporate Limits; and such property not lying within the corporate limits or police jurisdiction of any other municipality, do, by these presents, hereby petition the City of Fairhope, a municipal corporation, that said property be annexed into the City of Fairhope, Alabama.

The subject land is delineated on the map attached hereto as EXHIBIT B.

This petition is filed under authority of Section 11-42-21, Code of Alabama, 1975, as amended.

☐ **This petition is for R-1 Zoning**

☐ **The condition of the Petition is that zoning be established as_____ Concurrent with Annexation.**
(Zoning Request)

Is this property colony property_____Yes _____No. If this property is colony property the Fairhope Single Tax Office must sign as a petitioner.

Signature of Petitioner — Deborah Jean Jiles
Print petitioner's name

Signature of Petitioner — Print petitioner's name

Signature of Petitioner — Print petitioner's name

Physical Address of property being annexed: _____

Petitioner's Current Physical Address:
19279 S. Ingleside Ave
Fairhope, AL 36532

~~Petitioner~~'s Current Mailing Address:
PO Box 786
Fairhope, AL 36533

Telephone Number(s): 251 243 8646 ~~Home~~ Cell — Retired Work

County Tax Parcel Number: 46-04-20-4-000-046.002

Revised 06/2006

U.S JUSTICE DEPARTMENT INFORMATION

- ☐ Size of property (acres or square feet)_____
- ☐ If property is occupied, give number of housing units_____
- ☐ Number of Persons residing in each unit, and their race (8) Black
- ☐ If property is unoccupied, give proposed use_____
- ☐ If property is being developed as a subdivision, give subdivision name

  _____
- ☐ Number of lots within proposed subdivision _____

I, Cynthia D. Mingo a Notary Public in and for said State and County, hereby certify that Deborah J. Jiles whose name(s) is/are signed to the forgoing Petition and who is/are known to me, this day appeared before me and, being first duly sworn, acknowledge that he/she/they have voluntarily executed this Petition on this day same bears date.

Given under my Hand and Seal this 11 day of May, 20 18,

(Seal)

Cynthia D. Mingo
Notary Public

My commission expires August 7, 2019

I, _____ a Notary Public in and for said State and County, hereby certify that _____ whose name(s) is/are signed to the forgoing Petition and who is/are known to me, this day appeared before me and, being first duly sworn, acknowledge that he/she/they have voluntarily executed this Petition on this day same bears date.

Given under my Hand and Seal this _____ day of _____, 20_____,

(Seal)

_____
Notary Public

My commission expires _____

I, _____ a Notary Public in and for said State and County, hereby certify that _____ whose name(s) is/are signed to the forgoing Petition and who is/are known to me, this day appeared before me and, being first duly sworn, acknowledge that he/she/they have voluntarily executed this Petition on this day same bears date.

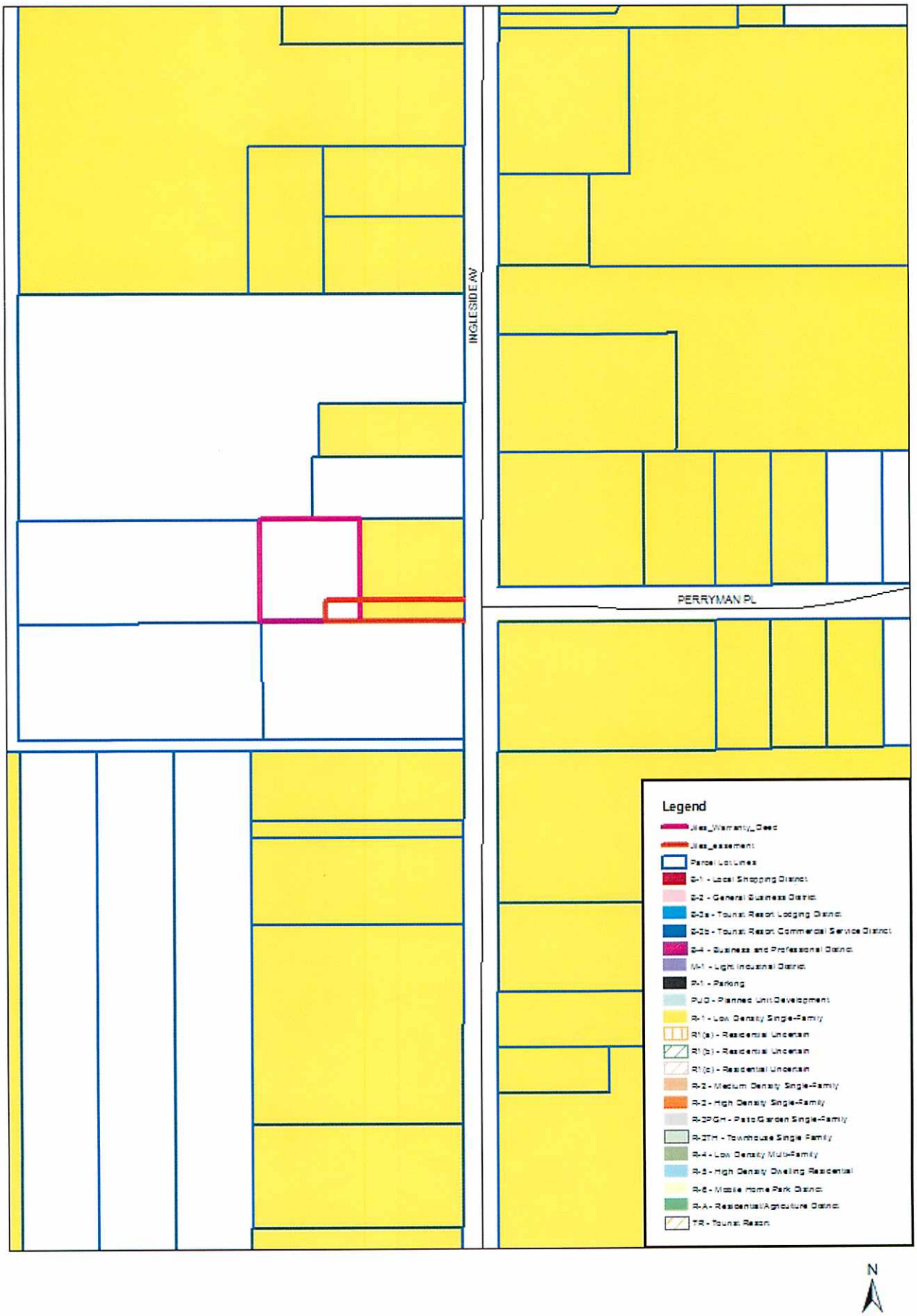
Given under my Hand and Seal this _____ day of _____, 20_____,

(Seal)

_____
Notary Public

My commission expires _____

Jiles - Warranty Deed with Easement



Baldwin County Commission

Agenda Action Form

File #: 18-0706, **Version:** 1 **Item #:** BA4

Meeting Type: BCC Regular Meeting
Meeting Date: 8/7/2018
Item Status: New
From: Ronald J. Cink, Administrator/Budget Director
Submitted by: Gloria Bitto

ITEM TITLE
City of Fairhope Annexation Notice

STAFF RECOMMENDATION
Authorize the placement of the City of Fairhope Annexation Ordinance Number 1619 an Ordinance amending Ordinance Number 1253 known as the Zoning Ordinance and Ordinance Number 1621 annexing property into the corporate limits of the municipality of the City of Fairhope, Alabama, into the minutes of the August 7, 2018 Baldwin County Commission meeting with the proper notifications to the following departments/organizations:

Baldwin County Commission Departments
Building Inspection Department
Communications/Information Systems Department
Highway Department

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

Other Agencies
Board of Registrar's Office
Emergency 911
South Alabama Regional Planning Commission

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: N/A

The City of Fairhope has submitted a copy of Annexation Ordinance Number 1619 an Ordinance amending Ordinance Number 1253 known as the Zoning Ordinance and Ordinance Number 1621 for

the annexation of certain property into the corporate limits of the municipality of the City of Fairhope Alabama, to be made part of the record of the Baldwin County Commission Meeting on August 7, 2018.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

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

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Administration - Mail Correspondence to:
The Honorable Mayor Karin Wilson
Mayor City of Fairhope
Attention: Lisa Hanks, City Clerk
161 North Section Street
P. O. Box 429
Fairhope, Alabama 36533

Email Memo to the various departments/organizations.

Additional instructions/notes: N/A

BALDWIN COUNTY, ALABAMA
TIM RUSSELL PROBATE JUDGE
Filed/cert. 7/26/2018 1:41 PM
TOTAL $ 28.00
6 Pages

1710132

ORDINANCE NO. 1619

AN ORDINANCE AMENDING ORDINANCE NO. 1253 KNOWN AS THE ZONING ORDINANCE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAIRHOPE, ALABAMA as follows:

The ordinance known as the Zoning Ordinance (No. 1253), adopted 27 June 2005, together with the Zoning Map of the City of Fairhope, be and the same hereby is changed and altered in respect to that certain property described below:

After the appropriate public notice and hearing of the Planning Commission of the City of Fairhope, Alabama has forwarded a **favorable** recommendation,

The property of The Teachers' Retirement Systems of Alabama generally located on the west side of Battles Road just south of Crane Place, Fairhope, Alabama.

Camellia at the Colony

A PORTION OF PPIN #: 72845

Legal Description: (Case number ZC 17.19)

A PORTION OF TAX PARCEL NUMBER 05-46-09-30-0-000-090.000 DESCRIBED WITHIN INSTRUMENT NUMBER 1024402 RECORDED IN PROBATE RECORDS, BALDWIN COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 OF WATERSHED SOUTH SUBDIVISION, AS SHOWN ON PLAT THEREOF RECORDED ON SLIDE 2534-C IN PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN SOUTH 87°15'50" EAST A DISTANCE OF 131.60 FEET TO A 1/2" IRON REBAR WITH CAP STAMPED "CA604" ON THE WEST RIGHT-OF-WAY OF BATTLES ROAD; THENCE RUN SOUTH 00°09'28" EAST ALONG SAID WEST RIGHT-OF-WAY A DISTANCE OF 432.38 FEET TO A 1/2" IRON REBAR WITH CAP STAMPED "CA604"; THENCE LEAVING SAID RIGHT-OF-WAY SOUTH 75°13'46" WEST A DISTANCE OF 98.70 FEET TO A 1/2" IRON REBAR WITH CAP STAMPED "CA604"; THENCE RUN NORTH 38°08'30" WEST A DISTANCE OF 65.36 FEET TO A 1/2" IRON REBAR WITH CAP STAMPED "CA604"; THENCE RUN NORTH 13°54'35" WEST A DISTANCE OF 60.01 FEET TO A 1/2" IRON REBAR WITH CAP STAMPED "CA604"; THENCE RUN NORTH 00°09'28" WEST A DISTANCE OF 258.36 FEET TO A 1/2" IRON REBAR WITH CAP STAMPED "CA604"; THENCE RUN NORTH 10°48'48" EAST A DISTANCE OF 97.55 FEET TO THE POINT OF BEGINNING; SAID DESCRIBED PARCEL CONTAINING 1.49 ACRES, MORE OR LESS.

A map of the property to be zoned is attached as Exhibit A

The property is hereby initially zoned TR – Tourism Resort District concurrent with annexation into the City of Fairhope. This property shall hereafter be lawful to construct on such property any structures permitted by Ordinance No. 1253 and to use said premises for any use permitted or building sought to be erected on said property shall be in compliance with the building laws of the City of Fairhope and that any structure shall be approved by the Building Official of the City of Fairhope and that any structure be erected only in compliance with such laws, including the requirements of Ordinance No. 1253.

Severability Clause - if any part, section or subdivision of this ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this ordinance, which shall continue in full force and effect notwithstanding such holding.

Effective Date – This ordinance shall take effect immediately upon its due adoption and publication as required by law.

ADOPTED THIS 9TH DAY OF JULY, 2018

Karin Wilson, Mayor

ATTEST:

Lisa A. Hanks, MMC
City Clerk

Ord. No. 1619 Published in FAIRHOPE COURIER on Wednesday, July 25, 2018
City Clerk

Revised 06/2006

CITY OF FAIRHOPE
P.O. DRAWER 429
FAIRHOPE, AL 36533
251/928-2136

PETITION FOR ANNEXATION

STATE OF ALABAMA)(
COUNTY OF BALDWIN)(

We, the undersigned PETITIONER(S), owner(s) of the lands in fee simple described in the attached EXHIBIT A, such property being without the Corporate Limits of the City of Fairhope, Alabama, but being contiguous to the said Corporate Limits; and such property not lying within the corporate limits or police jurisdiction of any other municipality, do, by these presents, hereby petition the City of Fairhope, a municipal corporation, that said property be annexed into the City of Fairhope, Alabama.

The subject land is delineated on the map attached hereto as EXHIBIT B.

This petition is filed under authority of Section 11-42-21, Code of Alabama, 1975, as amended.

☐ **This petition is for R-1 Zoning**

☒ **The condition of the Petition is that zoning be established as** TR **Concurrent with Annexation.**
(Zoning Request)

Is this property colony property _____Yes _X_ No. If this property is colony property the Fairhope Single Tax Office must sign as a petitioner.

Signature of Petitioner	Steve Timms Print petitioner's name
Signature of Petitioner	Print petitioner's name
Signature of Petitioner	Print petitioner's name

Physical Address of property being annexed: See attached plat

Petitioner's Current Physical Address:	Petitioner's Current Mailing Address:
135 South Union St, Suite 228	135 South Union St, Suite 228
Montgomery, AL 36104	Montgomery, AL 36104

Telephone Number(s): 334-264-2345
Home Work

County Tax Parcel Number: 05-46-09-30-0-000-090.000

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RECEIVED
OCT 19 2017
BY: EB

Revised 06/2006

U.S JUSTICE DEPARTMENT INFORMATION

☒ Size of property (acres or square feet) 1.5 acres

☒ If property is occupied, give number of housing units N/A

☒ Number of Persons residing in each unit, and their race N/A

☒ If property is unoccupied, give proposed use Single Family Residential

☒ If property is being developed as a subdivision, give subdivision name

Camellia at the Colony

☒ Number of lots within proposed subdivision 7

I, Barbara L Garner a Notary Public in and for said State and County, hereby certify that Steve Timms whose name(s) is/are signed to the forgoing Petition and who is/are known to me, this day appeared before me and, being first duly sworn, acknowledge that he/she/they have voluntarily executed this Petition on this day same bears date.

Given under my Hand and Seal this 17th day of October, 2017,

(Seal)

Barbara L Garner
Notary Public

My commission expires

BARBARA L. GARNER
Notary Public - State of Alabama
My Commission Expires
February 20, 2018

I, _____ a Notary Public in and for said State and County, hereby certify that _____ whose name(s) is/are signed to the forgoing Petition and who is/are known to me, this day appeared before me and, being first duly sworn, acknowledge that he/she/they have voluntarily executed this Petition on this day same bears date.

Given under my Hand and Seal this _____ day of _____, 20____,

(Seal)

_____
Notary Public

My commission expires _____

I, _____ a Notary Public in and for said State and County, hereby certify that _____ whose name(s) is/are signed to the forgoing Petition and who is/are known to me, this day appeared before me and, being first duly sworn, acknowledge that he/she/they have voluntarily executed this Petition on this day same bears date.

Given under my Hand and Seal this _____ day of _____, 20____,

(Seal)

_____
Notary Public

My commission expires _____

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City Council

Case: ZC 17.19 Camellia at the Colony

Conditional Annexation to
Tourism Resort (TR) District

Project Name:
Camellia at the Colony

Project Type:
Rezoning Request from:
Unzoned, Unincorporated Baldwin County
to
Tourist Resort (TR) District

Jurisdiction:
Fairhope Planning, Police, and Permit

PPIN Number:
72845

General Location:
The west side of Battles Rd, just south of Watershed South subdivision

Engineer:
HMR, LLC

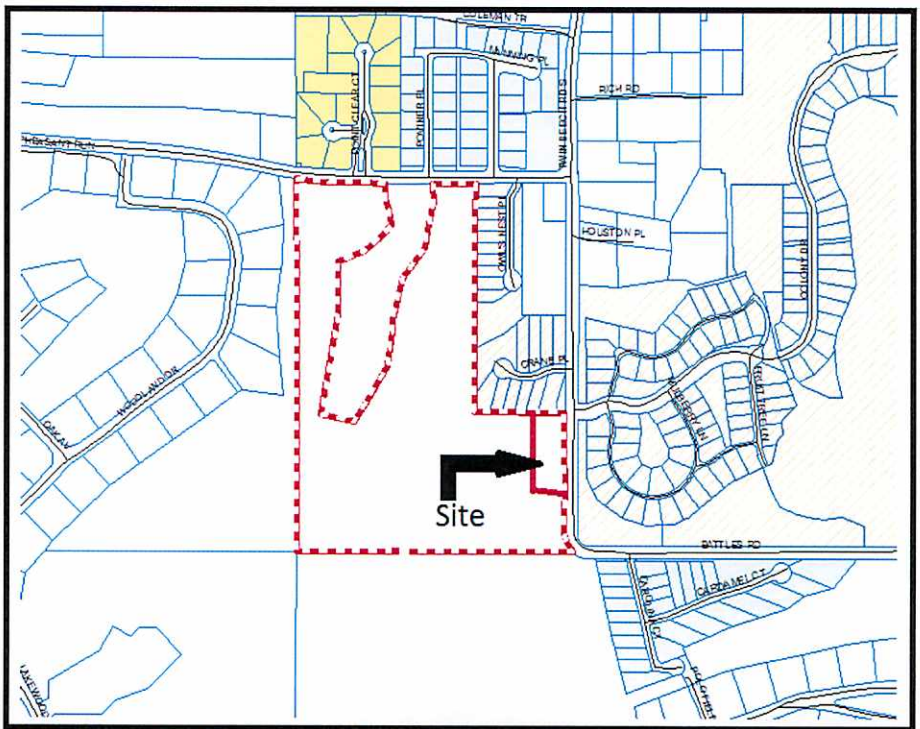
Owner:
The Teachers Retirement System of Alabama

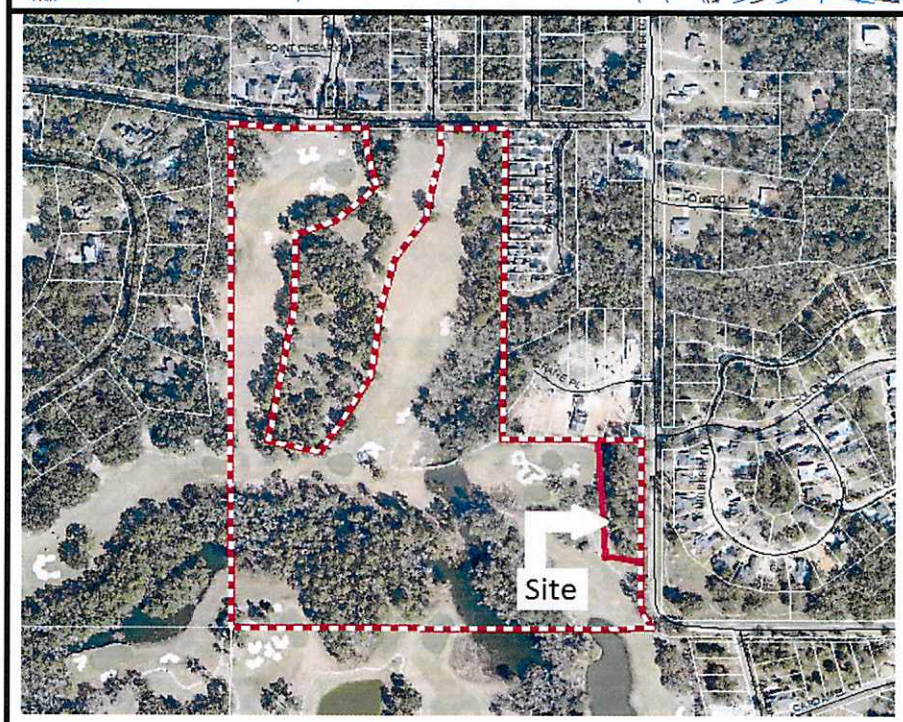
School District:
Larry J. Newton and Fairhope Elementary Schools

Prepared by:
Nancy Milford, Planner

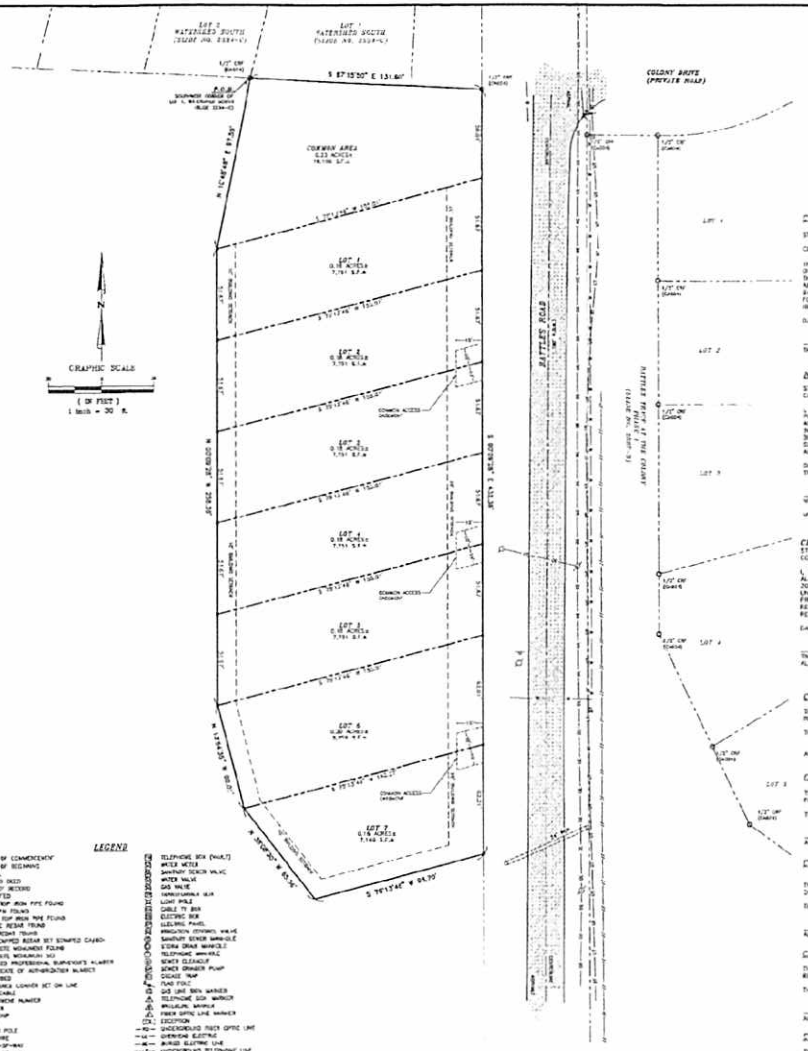
Staff Recommendation:
Approve with conditions

PC Recommendation:
Approve with conditions





CAMELLIA AT THE COLONY



LEGEND

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
(A)	ACTUAL
(R)	RECORD DEED
(P)	PLAT OF RECORD
(C)	COMPUTED
IPF	IRON PIPE FOUND
IRF	IRON PIN FOUND
CTF	CRIMP TOP IRON PIPE FOUND
CRF	CAPPED REBAR FOUND
RBF	1/2" REBAR FOUND
CRS	1/2" CAPPED REBAR SET STAMPED CA#510
CMF	CONCRETE MONUMENT FOUND
CMS	CONCRETE MONUMENT SET
LS#	LICENSED PROFESSIONAL SURVEYOR'S NUMBER
CoA	CERTIFICATE OF AUTHORIZATION NUMBER
(DIST)	DISTURBED
(REC)	INSTRUMENT NUMBER (AT ON LINE
(UNR)	UNRECORDED
INST #	INSTRUMENT NUMBER
SEC'S	SECTION
T=	TOWNSHIP
R=	RANGE
-O-	POWER POLE
-o-	GUY WIRE
R/W	RIGHT-OF-WAY
ROW	RIGHT-OF-WAY
Ø	FIRE HYDRANT
WV	WGV
TP	TELEPHONE PEDESTAL
EM	ELECTRIC METER BOX
AC	AIR CONDITIONER
JB	JUNCTION BOX (WALL)
(L.U.E.)	ELEVATION
HW	WHERE

NOTE:
ALL BEARINGS ARE "GRID" UNLESS OTHERWISE STATED.

TB	TELEPHONE BOX (VAULT)
WM	WATER METER
SV	SANITARY SEWER VALVE
WV	WATER VALVE
GV	GAS VALVE
TS	TRAFFIC SIGNAL BOX
LP	LIGHT POLE
TV	CABLE TV BOX
EB	ELECTRIC BOX
EP	ELECTRIC PANEL
IRR	IRRIGATION CONTROL VALVE
SM	SANITARY SEWER MANHOLE
DM	STORM DRAIN MANHOLE
TM	TELEPHONE MANHOLE
SC	SEWER CLEANOUT
SP	SEWER GRINDER PUMP
GM	GAS METER
FDC	FLAT FDC
GM	GAS LINE MKR MARKER
TM	TELEPHONE MKR MARKER
WM	WELLMAN MARKER
FO	FIBER OPTIC LINE MARKER
(E)	EXCEPTION
UT	UNDERGROUND FIBER OPTIC LINE
OE	OVERHEAD ELECTRIC
UE	BURIED ELECTRIC LINE
UT	UNDERGROUND TELEPHONE LINE
US	UNDERGROUND SEWER LINE
UW	UNDERGROUND WATER LINE
UG	UNDERGROUND GAS LINE
UV	UNDERGROUND TELEVISION
SD	STORM DRAINAGE LINE
CMP	GALVANIZED IRON, TYPE
RCP	REINFORCED CONCRETE PIPE
CPP	CORRUGATED PLASTIC PIPE

CERTIFICATE OF OWNERSHIP

STATE OF ALABAMA
COUNTY OF BALDWIN

THIS IS TO CERTIFY THAT THE EMPLOYEE'S RETIREMENT SYSTEM OF ALABAMA IS THE OWNER OF THE LAND SHOWN AND DESCRIBED IN THIS PLAT, AND THAT I HAVE CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AS INDICATED HEREIN, FOR THE USES AND PURPOSE HEREIN SET FORTH AND DO HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE DESIGN AND TITLE HEREIN INDICATED, AND GRANT ALL EASEMENTS FOR UTILITY USE AS NOTED TOGETHER WITH SUCH RESTRICTIONS AND COVENANTS NOTED BELOW OR ATTACHED IN A SEPARATE LEGAL DOCUMENT.

DATED THIS THE _____ DAY OF _____ 20

_____
THE EMPLOYEES' RETIREMENT SYSTEM OF ALABAMA

NOTARY FOR EMPLOYEES' RETIREMENT SYSTEM OF ALABAMA

STATE OF ALABAMA
COUNTY OF MONTGOMERY

I, _____, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN SAID STATE, HEREBY CERTIFY THAT STEVE TWIRA, ASSISTANT DIRECTOR RSA REAL ESTATE INVESTMENTS, IS SIGNED TO THE FOREGOING INSTRUMENT, AND WHO IS KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY THAT, BEING INFORMED OF THE CONTENTS OF SAID INSTRUMENT, HE, AS SUCH ASSISTANT DIRECTOR AND WITH FULL AUTHORITY, EXECUTED THE SAME VOLUNTARILY FOR AND AS THE ACT OF SAID PUBLIC CORPORATION.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS THE _____ DAY OF _____, 20

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

CERTIFICATION OF ENGINEER

STATE OF ALABAMA
COUNTY OF BALDWIN

I, TIMOTHY D. LAWLEY, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF ALABAMA FOR HUTCHINSON, MOORE AND RAUCH, LLC, HOLDING CERTIFICATE NUMBER 20968, HEREBY CERTIFY THAT I HAVE REVIEWED THE DESIGN HEREON WHICH WAS DONE UNDER MY DIRECT CONTROL AND SUPERVISION AND THAT, TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND TO THE BEST OF MY BELIEF, CONFORMS TO THE REQUIREMENTS OF THE FAIRHOPE SUBDIVISION REGULATIONS AND TO ALL OTHER RULES, REGULATIONS, LAWS AND ORDINANCES APPLICABLE TO MY DESIGN.

DATED THIS THE _____ DAY OF _____, 20

_____
TIMOTHY D. LAWLEY, P.E.
ALA. REG. NO. 30859

CERTIFICATE OF APPROVAL BY AT&T

THE UNDERSIGNED, AS AUTHORIZED BY AT&T HEREIN APPROVES THE WITHIN PLAT FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA.

THIS THE _____ DAY OF _____, 20

_____
AUTHORIZED SIGNATURE

CERTIFICATE OF APPROVAL BY FAIRHOPE WATER AND SEWER

THE UNDERSIGNED, AS AUTHORIZED BY FAIRHOPE WATER & SEWER, HEREBY APPROVES THE WITHIN PLAT FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA.

THIS THE _____ DAY OF _____, 20

_____
AUTHORIZED SIGNATURE

CERTIFICATE OF APPROVAL BY FAIRHOPE GAS

THE UNDERSIGNED, AS AUTHORIZED BY FAIRHOPE GAS, HEREBY APPROVES THE WITHIN PLAT FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA.

THIS THE _____ DAY OF _____, 20

_____
AUTHORIZED SIGNATURE

CERTIFICATE OF APPROVAL BY THE RIVIERA UTILITIES

THE UNDERSIGNED, AS AUTHORIZED BY THE RIVIERA UTILITIES, HEREBY APPROVES THE WITHIN PLAT FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA.

THIS THE _____ DAY OF _____, 20

_____
AUTHORIZED SIGNATURE

CERTIFICATE OF APPROVAL OF THE CITY OF FAIRHOPE PLANNING COMMISSION

THE WITHIN PLAT OF BATTLES TRACE AT THE COLONY, PHASE 3, BALDWIN COUNTY, ALABAMA, IS HEREBY APPROVED BY FAIRHOPE CITY PLANNING COMMISSION.

THIS THE _____ DAY OF _____, 20

_____
SECRETARY

CERTIFICATE OF OWNERSHIP

STATE OF ALABAMA
COUNTY OF BALDWIN

THIS IS TO CERTIFY THAT THE TEACHER'S RETIREMENT SYSTEM OF ALABAMA IS THE OWNER OF THE LAND SHOWN AND DESCRIBED IN THIS PLAT, AND THAT I HAVE CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AS INDICATED HEREIN, FOR THE USES AND PURPOSE HEREIN SET FORTH AND DO HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE DESIGN AND TITLE HEREIN INDICATED, AND GRANT ALL EASEMENTS FOR UTILITY USE AS NOTED TOGETHER WITH SUCH RESTRICTIONS AND COVENANTS NOTED BELOW OR ATTACHED IN A SEPARATE LEGAL DOCUMENT.

DATED THIS THE _____ DAY OF _____, 20

_____
THE TEACHERS' RETIREMENT SYSTEM OF ALABAMA

NOTARY FOR TEACHERS' RETIREMENT SYSTEM OF ALABAMA

STATE OF ALABAMA
COUNTY OF MONTGOMERY

I, _____, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN SAID STATE, HEREBY CERTIFY THAT STEVE TWIRA, ASSISTANT DIRECTOR RSA REAL ESTATE INVESTMENTS, IS SIGNED TO THE FOREGOING INSTRUMENT, AND WHO IS KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY THAT, BEING INFORMED OF THE CONTENTS OF SAID INSTRUMENT, HE, AS SUCH SECRETARY-TREASURER AND WITH FULL AUTHORITY, EXECUTED THE SAME VOLUNTARILY FOR AND AS THE ACT OF SAID PUBLIC CORPORATION.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS THE _____ DAY OF _____, 20

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

CERTIFICATE OF APPROVAL BY THE BALDWIN COUNTY E-911 ADDRESSING

THE UNDERSIGNED, AS AUTHORIZED BY THE BALDWIN COUNTY E-911 BOARD, HEREBY APPROVES THE WITHIN PLAT FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA.

THIS _____ DAY OF _____, 20

_____
AUTHORIZED SIGNATURE

GENERAL SURVEYORS NOTES

1. SOURCES OF INFORMATION USED TO FACILITATE THIS SURVEY WERE PREVIOUS SURVEYS BY THIS AND OTHER FIRMS, THE RECORDED SUBDIVISION PLAT, AND/OR OTHER RECORDED DOCUMENTS SHOWN HEREON.
2. NO TITLE SEARCH, TITLE OPINION OR ABSTRACT WAS PERFORMED BY THIS FIRM. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHT-OF-WAYS, OR OTHER INSTRUMENTS OF RECORD WHICH COULD AFFECT THE BOUNDARIES OF THIS PROPERTY THAT WERE NOT FURNISHED AT TIME OF SURVEY.
3. FIELD WORK FOR THIS SURVEY WAS COMPLETED ON 05/23/2017.
4. ALL BEARINGS ARE BASED ON NORTH AMERICAN DATUM 1983, ALABAMA WEST ZONE; STATE PLANE GRID NORTH; DERIVED BY GLOBAL POSITIONING SYSTEM OBSERVATION; ALL DISTANCES SHOWN ARE GROUND DISTANCES. ALL MEASUREMENTS WERE MADE IN ACCORDANCE WITH U.S. STANDARD FEET.
5. ELEVATIONS ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988. CONTOURS ARE SHOWN AT ONE FOOT INTERVALS.
6. THE SURVEYED PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION OF "X" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), AS SCALED FROM FLOOD INSURANCE RATE MAP (FIRM) MAP NO. 01003C0010G, PANEL NUMBER 0010 IDENTIFICATION OF JULY 17, 2012, FOR COMMUNITY NO. 110060, IN BALDWIN COUNTY, STATE OF ALABAMA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PREMISES IS SITUATED.
7. NO UNDERGROUND IMPROVEMENTS HAVE BEEN LOCATED UNLESS SHOWN.
8. THIS IS A BOUNDARY SURVEY OR TOPOGRAPHIC SURVEY OR AS-BUILT SURVEY OR LOAN SURVEY OR SPECIFIC PURPOSE SURVEY.
9. THE SURVEYED PROPERTY LIES WITHIN SECTION 30, TOWNSHIP 4 SOUTH, RANGE 2 EAST.
10. THE HOMEOWNER'S ASSOCIATION WILL BE RESPONSIBLE FOR THE MAINTENANCE AND ENERGY COSTS OF ANY STREET LIGHTS.
11. THE HOMEOWNER'S ASSOCIATION WILL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL COMMON AREAS.
12. THE HOMEOWNER'S ASSOCIATION WILL BE RESPONSIBLE FOR THE MAINTENANCE OF THE ROADWAY AND STORM WATER INFRASTRUCTURE.
13. ALL LOTS SHOWN HEREON ARE SUBJECT TO THE TERMS AND CONDITIONS OF THE CAMELLIA AT THE COLONY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS TO BE RECORDED IN BALDWIN COUNTY, ALABAMA (THE "DECLARATION"), INCLUDING THE VARIOUS EASEMENTS, USE RESTRICTIONS AND THE CREATION OF LIENS FOR THE PAYMENT OF ANNUAL ASSESSMENTS AS MORE PARTICULARLY DESCRIBED IN THE DECLARATION.
14. A MINIMUM 10 FOOT SEPARATION SHALL BE ESTABLISHED BETWEEN ALL STRUCTURES TO MEET IRC REQUIREMENTS. THE FIRE RATING OF THE STRUCTURE WILL BE DETERMINED AT THE TIME OF PERMITTING.
15. ALL LOTS ARE SUBJECT TO A 15' MINIMUM BUILDING SETBACK LINE AND UTILITY EASEMENT ALONG THE FRONT LOT LINES ALONG BATTLES ROAD.
16. ALL LOTS SHALL BE ACCESSED OFF OF BATTLES ROAD.

LEGAL DESCRIPTION

A PORTION OF TAX PARCEL NUMBER 05-48-09-30-0-000-003.000 DESCRIBED WITHIN INSTRUMENT NUMBER 1024400 RECORDED IN PROBATE RECORDS, BALDWIN COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 OF WATERSHED SOUTH SUBDIVISION, AS SHOWN ON PLAT THEREOF RECORDED ON SLIDE 3334-C IN PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN SOUTH 87°15'20" EAST A DISTANCE OF 131.80 FEET TO A 1/2" IRON REBAR WITH CAP STAMPED "CA#241" ON THE WEST RIGHT-OF-WAY OF BATTLES ROAD; THENCE RUN SOUTH 00°09'28" EAST ALONG SAID WEST R/W 0.12' ±WAY A DISTANCE OF 433.30 FEET TO A 1/2" IRON REBAR WITH CAP STAMPED "CA#241"; THENCE LEAVING SAID RIGHT-OF-WAY SOUTH 79°13'40" WEST A DISTANCE OF 84.70 FEET TO A 1/2" IRON REBAR WITH CAP STAMPED "CA#241"; THENCE RUN NORTH 26°04'26" WEST A DISTANCE OF 65.26 FEET TO A 1/2" IRON REBAR WITH CAP STAMPED "CA#241"; THENCE RUN NORTH 13°54'55" WEST A DISTANCE OF 60.51 FEET TO A 1/2" IRON REBAR WITH CAP STAMPED "CA#241"; THENCE RUN NORTH 07°02'24" WEST A DISTANCE OF 238.36 FEET TO A 1/2" IRON REBAR WITH CAP STAMPED "CA#241"; THENCE RUN NORTH 10°48'48" EAST A DISTANCE OF 97.55 FEET TO THE POINT OF BEGINNING. SAID DESCRIBED PARCEL CONTAINS 1.49 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATION

I HEREBY STATE THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

_____ _____
STUART L. SMITH, PLS DATE
ALABAMA LICENSE NUMBER 27463

*DRAWING IS INVALID WITHOUT SIGNATURE & SEAL, OF A LICENSED LAND SURVEYOR

OWNER/DEVELOPER

THE TEACHERS' RETIREMENT SYSTEM OF ALABAMA
THE EMPLOYEES' RETIREMENT SYSTEM OF ALABAMA
201 SOUTH JACKSON STREET
MONTGOMERY, AL 36104

SURVEYOR

STUART L. SMITH
AL. LICENSE NO. 27463

SITE DATA

TAX PARCEL NO.
32-48-09-30-0-000-030.000

TOTAL SIZE AREA = 1.49 ACRES± (64,887 S.F.±)
TOTAL NUMBER OF LOTS = 7
SMALLEST LOT = 0.11 ACRES± (5,109 S.F.±)
AVERAGE LOT = 0.161 ACRES± (6,916 S.F.±)
TOTAL COMMON AREA = 0.23 ACRES± (10,106 S.F.±)

ZONING
CITY OF FAIRHOPE
TOURISM-RESORT DISTRICT

ZONING REQUIREMENTS
- 10' REAR SETBACK
- 45/60 SEAL SETBACK
- 20' FRONT SETBACK

UTILITIES
POWER - RIVIERA UTILITIES
SEWER - FAIRHOPE WATER & SEWER
WATER - FAIRHOPE WATER & SEWER
GAS - FAIRHOPE GAS
TELE - AT&T

DEDICATED EASEMENTS
- 10' UTILITY EASEMENT ALONG ALL PERIMETER LOT LINES

Exhibit A

NO.	REVISION	DATE	ENGR.

HUTCHINSON, MOORE & RAUCH, LLC
ENGINEERS & SURVEYORS
2039 MAIN STREET
DAPHNE, ALABAMA
36526
TEL (251) 626-2626
FAX (251) 626-6934
daphne@hmrengineers.com

4515-PLAT
R1315/A515/10.01

PRELIMINARY/FINAL PLAT
CAMELLIA AT THE COLONY

CLIENT: RETIREMENT SYSTEMS OF ALABAMA

SCALE	DATE	DRAWN BY	CHECKED BY	SHEET
1"=30'	NOVEMBER 2017	SLS	SLS	1 OF 1

BALDWIN COUNTY, ALABAMA
TIM RUSSELL PROBATE JUDGE
Filed/cert. 7/26/2018 1:43 PM
TOTAL S 22.00
4 Pages

1710135

ORDINANCE NO. 1621

WHEREAS, **DEBORAH JEAN JILES a/k/a DEBRA JILES,** the owner of the hereinafter described property, did, in writing, petition the City of Fairhope, a municipal corporation, for annexation under Section 11-42-21 of the Code of Alabama, 1975, as amended; and

WHEREAS, a map of said property is attached to said Petition as an exhibit; NOW, THEREFORE

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the following described property, lying contiguous to the corporate limits of the City of Fairhope, Alabama; and not within the corporate limits or the police jurisdiction of any other municipality; be and the same is hereby annexed to the City of Fairhope, Alabama, to-wit:

Property is located at 19279 S. Ingleside Avenue, Fairhope, Alabama.

LEGAL DESCRIPTION:

TAX PARCELS 46-04-20-4-000-046.002

Commence at the Southeast corner of Government Lot 11, Section 20, Township 6 South, Range 2 East and run thence North 00 degrees 04 minutes West, 1507.97 feet; thence run South 89 degrees 56 minutes West, 171 feet to an iron pin marker at the Southwest corner of that 150 foot square lot heretofore conveyed to Goubile, for a POINT OF BEGINNING: thence continue South 89 degrees 56 minutes West, a distance of 145.2 feet to an iron pipe marker; thence run North 00 degrees 04 minutes West, 150 feet to an iron pin marker; thence run 89 degrees 56 minutes East 145.2 feet to an iron pin marker; thence run South 00 degrees 04 minutes East, 150 feet to the POINT OF BEGINNING;

TOGETHER WITH a right-of-way easement to provide ingress and egress described as follows, to-wit:

Commence at the Southeast corner of Government Lot No. 11, Section 20, Township 6 South, Range 2 East and run thence North 00 degrees 04 minutes West, 1507.97 feet; thence run South 89 degrees 56 minutes West, 21 feet to a point on the West margin of Ingleside Avenue for a POINT OF BEGINNING; thence continue South 89 degrees 56 minutes West, 200 feet; thence run South 00 degrees 04 minutes East, 30 feet; thence run North 89 Degrees 56 minutes East, 200 feet; thence run North 00 degrees 04 minutes West, 30 feet to the POINT OF BEGINNING. Parcel lies in the Northwest quarter of the Southeast quarter of Section 20, Township 6 South, Range 2 East, Baldwin County, Alabama.

This property shall be zoned R-1, Low Density Single-Family Residential District.

BE IT FURTHER ORDAINED that a certified copy of this Ordinance, with a copy of the Petition and the exhibit, be recorded in the Office of the Probate Judge, Baldwin County, Alabama.

This Ordinance shall take effect immediately upon its due adoption and publication as required by law.

ADOPTED THIS 23RD DAY OF JULY, 2018

Karin Wilson, Mayor

ATTEST:

Lisa A. Hanks, MMC
City Clerk

Ord. No. 1621 Published in FAIRHOPE COURIER on Friday, August 3, 2018
Lisa Hanks City Clerk

Revised 06/2006

CITY OF FAIRHOPE
P.O. DRAWER 429
FAIRHOPE, AL 36533
251/928-2136

PETITION FOR ANNEXATION

STATE OF ALABAMA)(
COUNTY OF BALDWIN)(

We, the undersigned PETITIONER(S), owner(s) of the lands in fee simple described in the attached EXHIBIT A, such property being without the Corporate Limits of the City of Fairhope, Alabama, but being contiguous to the said Corporate Limits; and such property not lying within the corporate limits or police jurisdiction of any other municipality, do, by these presents, hereby petition the City of Fairhope, a municipal corporation, that said property be annexed into the City of Fairhope, Alabama.

The subject land is delineated on the map attached hereto as EXHIBIT B.

This petition is filed under authority of Section 11-42-21, Code of Alabama, 1975, as amended.

☐ **This petition is for R-1 Zoning**

☐ **The condition of the Petition is that zoning be established as_____ Concurrent with Annexation.**
(Zoning Request)

Is this property colony property_____Yes _____No. If this property is colony property the Fairhope Single Tax Office must sign as a petitioner.

Signature of Petitioner — Deborah Jean Jiles
Print petitioner's name

Signature of Petitioner — Print petitioner's name

Signature of Petitioner — Print petitioner's name

Physical Address of property being annexed: _____

Petitioner's Current Physical Address:
19279 S. Ingleside Ave
Fairhope, AL 36532

~~Petitioner~~'s Current Mailing Address:
PO Box 786
Fairhope, AL 36533

Telephone Number(s): 251 243 8646 ~~Home~~ Cell — Retired Work

County Tax Parcel Number: 46-04-20-4-000-046.002

Revised 06/2006

U.S JUSTICE DEPARTMENT INFORMATION

- ☐ Size of property (acres or square feet)_____
- ☐ If property is occupied, give number of housing units_____
- ☐ Number of Persons residing in each unit, and their race (8) Black
- ☐ If property is unoccupied, give proposed use_____
- ☐ If property is being developed as a subdivision, give subdivision name

  _____
- ☐ Number of lots within proposed subdivision _____

I, Cynthia D. Mingo a Notary Public in and for said State and County, hereby certify that Deborah J. Jiles whose name(s) is/are signed to the forgoing Petition and who is/are known to me, this day appeared before me and, being first duly sworn, acknowledge that he/she/they have voluntarily executed this Petition on this day same bears date.

Given under my Hand and Seal this 11 day of May, 20 18,

(Seal)

Cynthia D. Mingo
Notary Public

My commission expires August 7, 2019

I, _____ a Notary Public in and for said State and County, hereby certify that _____ whose name(s) is/are signed to the forgoing Petition and who is/are known to me, this day appeared before me and, being first duly sworn, acknowledge that he/she/they have voluntarily executed this Petition on this day same bears date.

Given under my Hand and Seal this _____ day of _____, 20_____,

(Seal)

_____
Notary Public

My commission expires _____

I, _____ a Notary Public in and for said State and County, hereby certify that _____ whose name(s) is/are signed to the forgoing Petition and who is/are known to me, this day appeared before me and, being first duly sworn, acknowledge that he/she/they have voluntarily executed this Petition on this day same bears date.

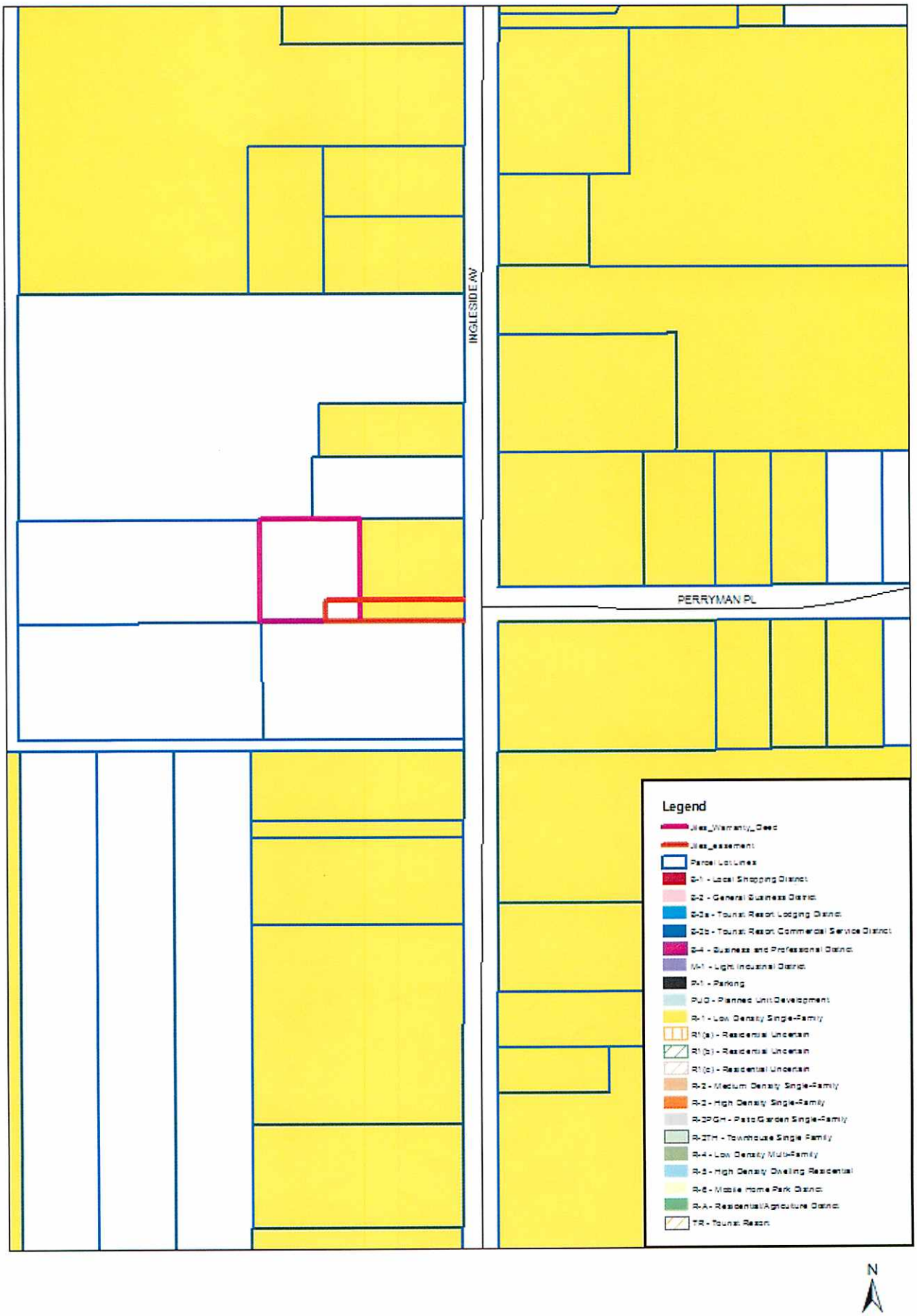
Given under my Hand and Seal this _____ day of _____, 20_____,

(Seal)

_____
Notary Public

My commission expires _____

Jiles - Warranty Deed with Easement



Baldwin County Commission

Agenda Action Form

File #: 18-0728, **Version:** 1 **Item #:** BA5

Meeting Type: BCC Regular Meeting
Meeting Date: 8/7/2018
Item Status: New
From: Ronald J. Cink, County Administrator
Submitted by: Anu Gary, Administration/Records Manager

ITEM TITLE
Request from the City of Fairhope to Use County Voting Machines for Its Municipal Special Election to be Held on October 2, 2018

STAFF RECOMMENDATION
As requested by the City of Fairhope, and to cooperate in the administration of the electoral franchise benefiting the public, authorize said municipality the ability to use the following allotted voting machines, at no cost, for its October 2, 2018, Special Municipal Election with the understanding that said municipality shall be responsible for all costs associated to the provision of services of the County Voting Machine Custodian and any and all other election related costs:

Three (3) Voting Machines; and

One (1) Automark 87000 (HAVA) Compliant Voting Machine.

BACKGROUND INFORMATION

Previous Commission action/date: July 24, 2018, BCC Work Session

Background: The City of Fairhope is conducting a Special Municipal Election on October 2, 2018, and is requesting the use of the County's voting machines, three (3) standard voting machines and one (1) Automark (handicap accessible) voting machine.

It has been the practice of the County to allow the free use of the county voting machines for municipal elections if so requested with the understanding that the municipality pay any and all costs related to the Voting Machine Custodian's assistance and balloting supplies.

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/Probate Office

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

The Honorable Karin Wilson
Mayor, City of Fairhope
ATTN: Lisa Hanks, City Clerk
P. O. Drawer 429
Fairhope, Alabama 36533

cc via email: County Commissioners, Probate Judge Tim Russell, Violetta Smith, Ronald Cink, Lisa Hanks (City Clerk)

Violetta Smith to coordinate Virgil Millan (Voting Machine Custodian) for any necessary preparations.

Additional instructions/notes: N/A

powered by Legistar™

Karin Wilson
Mayor

Council Members
Kevin G. Boone
Robert A. Brown
Jack Burrell, ACMO
Jimmy Conyers
Jay Robinson

Lisa A. Hanks, MMC
City Clerk

Michael V. Hinson, CPA
City Treasurer

July 17, 2018

The Honorable Frank Burt, Jr., Chairman
Baldwin County Commission
Attn: Ms. Anu Gary
312 Courthouse Square, Suite 12
Bay Minette, AL 36507

Dear Mr. Burt,

I am formally requesting to use the county's voting machines for the up coming special election on October 2, 2018. I will need three (3) electronic vote counting machines and one (1) AutoMARK 87000 (HAVA) compliant machine.

Thank you in advance for your cooperation.

Cordially,

Lisa A. Hanks, MMC
City Clerk

161 North Section Street
P O. Drawer 429
Fairhope, Alabama 36533
251-928-2136
251-928-6776 Fax
www.fairhopeal.gov
Printed on recycled paper

TIM RUSSELL

JUDGE OF PROBATE
BALDWIN COUNTY

220 Courthouse Square
P. O. Box 459
Bay Minette, AL 36507
(251) 580-2596

RECEIVED
JUL 16 2018
BY:

4BCC
RC
KC
VSmith

July 12, 2018

VIA HAND DELIVERY

City of Fairhope
384 Fairhope Avenue
Fairhope, Alabama 36532

Dear Mayor Karin Wilson and Council President Jack Burrell:

Our office of Probate has received two petitions from registered voters of the City of Fairhope. The signatures of both petitions have been verified by election officials of our office.

The first petition received June 30, 2018, had 188 verified signatures. This petition did not receive enough registered signatures required under the Alabama Code to call for a special election.

The second petition was received on July 5, 2018, and had 803 verified signatures. This number qualifies to call for a special election in the City. Attached is a copy of the language used in the petition.

By the powers granted to me as Judge of Probate of Baldwin County, I call for your City to set an election date no earlier than 40 days nor no later than 90 days from July 5, 2018.

We strongly encourage you to coordinate with our office in selecting a date for the election which works well for your citizens and the election officials of the city and our office. Alabama statutes require the cost of the election to be paid by the city. Our estimated costs of the election are $15,000. All county and Probate costs will be itemized and available for audit by members of your staff.

Yours in Public Service,

Judge Tim Russell

TR/jms

Enclosure

cc.

The Honorable John Merrill
Alabama Secretary of State
P.O. Box 5616
Montgomery, Alabama 36103-5616

The Honorable Frank Burt
Baldwin County Commission Chair
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

PETITION

The below listed registered voters residing in the City of Fairhope, Alabama hereby petition the Baldwin County (AL) Probate Judge to set an election in accordance with the Council-Manager Act of 1982 as amended to change the current Fairhope Mayor-Council form of government to the Council-Manager form of government, with a City Council composed of five members including a Mayor and four other Council Members.

Baldwin County Commission

Agenda Action Form

File #: 18-0695, **Version:** 1 **Item #:** BA6

Meeting Type: BCC Regular Meeting
Meeting Date: 8/7/2018
Item Status: New
From: Ronald J. Cink, County Administrator
Submitted by: Christel Carpenter, Administrative Support Specialist III

ITEM TITLE
Request from Fort Mims Restoration Association - Reenactment and Living History Event at Fort Mims on August 25-26, 2018

STAFF RECOMMENDATION
Related to the Fort Mims Restoration Association's Fort Mims Reenactment and Living History event on August 25-26, 2018, take the following actions:

1) Approve the Maintenance Paint Crew (Highway Department) to mark/paint the parking lot at the Fort Mims State Historic Site just prior to the event; and

2) Approve the Parks Crew (Highway Department) to clean up at the Fort Mims State Historic Site just prior to the event; and

3) Request Southeast Mosquito Control to provide mosquito spraying for the Fort Mims State Historic Site just prior to the event; and

4) Authorize an expenditure of public funds in the amount of $121.25 to be paid to A & M Portables, Inc. for the use of five (5) handicap portable toilets to be delivered to the event site on Friday, August 24, 2018, and picked up on Monday, August 27, 2018; and

5) Approve the use of forty-five (45) large rolling garbage carts from the Solid Waste Department, for use throughout the Fort Mims State Historic Site for the event, at a cost totaling $55.00 ($10.00 delivery fee, $1.00 per cart); and

6) Approve the use of one (1) medium size Baldwin Regional Area Transit System (BRATS) bus on August 25, 2018, for 8 hours and August 26, 2018, for 7 hours, at a cost of $825.00 ($55.00 per hour) to transport attendees.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Ms. Claudia Campbell, President of the Fort Mims Restoration Association (FMRA), has requested assistance from the Baldwin County Commission in preparing the site for the August

25-26, 2018, Reenactment and Living History event at Fort Mims. She has also requested the use of a Baldwin Regional Area Transit System (BRATS) bus for transporting attendees to and from the site. The FMRA maintains the Fort Mims State Historic Site for the Alabama Historical Commission.

FINANCIAL IMPACT

Total cost of recommendation: $825.00 total for BRATS transportation, $55.00 total for trash carts, $121.25 total to A & M Portables for portable restrooms

Budget line item(s) to be used: 51125.5150.03

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration Staff

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

Claudia Campbell, President
Fort Mims Restoration Association
64960 Slaughter Lane
Stapleton, Alabama 36579

Cc: Taylor Rider
Chandra Middleton
Joey Nunnally
Pete Peterson

Randy Black
Audra Mize
Terri Graham
Ed Fox
Madison Steele
Cliff Milton
Kim Creech
Ron Cink

Christel Carpenter : Prepare requisition and coordinate the delivery and pick-up of the portable restrooms and schedule the mosquito control spraying.

Highway Department : Mark/paint the parking lot at the Fort Mims State Historic Site for vehicles just prior to the event.

Solid Waste Department : Place forty-five (45) large rolling garbage cans for use throughout the Fort Mims State Historic Site just prior to the event.

BRATS: Coordinate with Ms. Claudia Campbell.

Additional instructions/notes: N/A

Christel F. Carpenter

From: Claudia Campbell <claudia_cmpbll@yahoo.com>
Sent: Monday, July 9, 2018 10:00 AM
To: Commissioner Frank Burt; Chris Elliott; Tucker Dorsey; Charles F. Gruber; Ronald Cink
Cc: Felisha Anderson; Christel F. Carpenter
Subject: August 25-26th Reenactment and Living History at Mims

July 9, 2018

Dear Commissioners,

It is already July-another year has gone by- and I am again coming to you for needed assistance at the ft Mims Living History and Reenactment scheduled for August 25 & 26, 2018. I just want to say how much I have counted on your help over the years. Without your assistance, we would not have been able to provide the 'extras' that have made our Nationally Historic Site in Tensaw more desirable for visitors who are now able to enjoy the day while learning about our early history. You have been a wonderful team who has provided so much to make Baldwin County what it is today! I am very sad that the 'A Team' will be changing.
.
My request is the same as last year and I am in hopes that you will again give your approval. We need additional cleaning of the site just prior to the event, 30-45 green rolling garbage cans, marking the area with painted lines for parking, 5 Handicapped Portolets, spraying the area for mosquitoes, and a BRATS bus to transport visitors to and from the parking areas off-site.
We have made many improvements to the site over the years. If you haven't visited during this last weekend in August when the place comes alive with early 1800's history, I urge you to make plans to attend! Opening ceremonies and the Memorial service begins at 9am on Saturday morning with many activities all during the day. The Reenactment at 2pm is the Grand finale'.

I look forward to hearing from you.

With warm regards to all,

Claudia Slaughter Campbell, President
fort Mims Restoration Association
Tensaw, Alabama
251 533 9024

A & M PORTABLES, INC
P. O. BOX 308
SATSUMA, AL 36572
251-679-0933

PRICE QUOTE

DATE:
07/09/2018

Sold To
BALDWIN COUNTY COMMISSIONERS ACCTING/ FINANCE DEPT 312 COURTHOUSE SQUARE SUITE 11 BAY MINETTE AL 36507

Ship To / Delivery Date
BALDWIN COUNTY COMMISSIONERS FORT MIMMS EVENT 2018 TENSAW AL AUGUST 25TH & 26TH 2018

QUOTE

CUSTOMER NO.

ITEM NO.	QUANTITY	DESCRIPTION	UNIT RATE	AMOUNT
000-HANDI	5	HANDICAP UNITS DELIVERY AND PICK UP ONLY DELIVER 08/24/18 PICK UP 08/27/18	24.25	121.25
			TOTAL:	$121.25

Christel F. Carpenter

From: Terri L. Graham
Sent: Monday, July 9, 2018 4:42 PM
To: Christel F. Carpenter
Cc: Nicole Foster
Subject: RE: August 25-26th Reenactment and Living History at Mims

$10.00 Delivery Fee
$1.00 per cart - $45.00
Total - $55.00

Terri Graham
Baldwin County Solid Waste
251-972-6878 ext 2798

Christel F. Carpenter

To: B.Taylor Rider
Cc: Melinda T. Wallace; Amanda J. Thweatt; Chandra Middleton
Subject: RE: August 25-26th Reenactment and Living History at Mims

Saturday 8 hours @ $55/hour=$440.00
Sunday 7 hours @ $55/hour=$385.00
Total $825.00

Taylor Rider
Baldwin County Commission
Director of Transportation
(251) 972-8576
Fax (251) 972-6841
Cell (251) 404-6473
btrider@baldwincountyal.gov

Baldwin County Commission

Agenda Action Form

File #: 18-0683, **Version:** 1 **Item #:** BE1

Meeting Type: BCC Regular Meeting
Meeting Date: 8/7/2018
Item Status: New
From: Wanda Gautney, Purchasing Director; Joey Nunnally, County Engineer; Frank Lundy, Maintenance Engineer
Submitted by: Wanda Gautney

ITEM TITLE
Competitive Bid #WG18-33 - Provision of Road Signs for the Baldwin County Commission

STAFF RECOMMENDATION
Award the bid to **Vulcan, Inc., d/b/a Vulcan Signs** for the Provision of Road Signs as per the attached Award Listing for each category of headings.

BACKGROUND INFORMATION

Previous Commission action/date:
04/03/2018 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the Provision of Road Signs; and 2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.
05/15/2018 meeting: Rejected all bids received and authorized the Purchasing Director to bring revised specifications back to the Commission for approval at a later date.
06/19/2018 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the Provision of Road Signs; and 2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

Background: Bids were opened in the Purchasing Conference Room on July 9, 2018, at 1:30 P.M. One (1) bid was received. Recommend the Commission award the bid to Vulcan Signs, for each category per the Award Listings. Award Listings attached.

FINANCIAL IMPACT

Total cost of recommendation: Variable

Budget line item(s) to be used: Various Highway Budgets

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 08/07/2018

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

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

Additional instructions/notes: N/A

COMPETITIVE BID #WG18-33 – Award Listing
STREET NAME SIGNS AND HARDWARE
Effective August 7, 2018 through August 7, 2019

BIDDER: **Vulcan Signs** **Street Name Signs and Posts**	**ESTIMATED QUANTITIES**	**DELIVERED**	**PICKED UP**
12 INCH FLAT BLADES Green/Blue: Per Each			
Flat Blades, HIP 12X20	20	**$9.73**	**$9.58**
Flat Blades, HIP 12X24	20	**$11.71**	**$11.51**
Flat Blades, HIP 12X30	30	**$14.62**	**$14.38**
Flat Blades, HIP 12X36	30	**$17.49**	**$17.22**
Flat Blades, HIP 12X42	40	**$20.43**	**$20.09**
Flat Blades, HIP 12X48	40	**$23.32**	**$22.96**
Flat Blades, HIP 12X54	40	**$26.29**	**$25.88**
Flat Blades, HIP 12X60	40	**$29.23**	**$28.77**
9 INCH EXT BLADES Green/Blue: Per Each			
EXT BLADES, HIP 9X20	200	**$14.53**	**$14.35**
EXT BLADES, HIP 9X24	200	**$17.44**	**$17.23**
EXT BLADES, HIP 9X30	200	**$21.85**	**$21.56**
EXT BLADES, HIP 9X36	200	**$26.13**	**$25.81**
EXT BLADES, HIP 9X42	200	**$30.66**	**$30.27**
EXT BLADES, HIP 9X48	100	**$34.81**	**$34.38**
EXT BLADES, HIP 9X54	100	**$39.25**	**$38.77**
EXT BLADES, HIP 9X60	50	**$43.58**	**$43.05**
HARDWARE: Per Each			
VS-1 CAP		**$3.55**	**$3.55**
VS-1 UC CAP		**$3.35**	**$3.35**
VS-1 90 DEGREE CROSS		**$3.65**	**$3.65**
VST-12 UC Cap		**$15.61**	**$15.61**
VST-12 Cross		**$16.06**	**$16.06**
BHP 76L Vandal Proof Bolt 5/16		**$0.34**	**$0.34**
SQUARE TUBE STEEL POSTS: Per Each			
2-1/2 X 2-1/2 10' SQUARE TUBE STEEL POSTS	100	**$42.30**	**$42.30**
2-1/2 X 2-1/2 12' SQUARE TUBE STEEL POSTS	500	**$50.76**	**$50.76**
2-1/2 X 2-1/2 14' SQUARE TUBE STEEL POSTS	100	**$59.22**	**$59.22**
2-1/4 X 2-1/4 10' SQUARE TUBE STEEL POSTS	50	**$37.80**	**$37.80**
2-1/4 X 2-1/4 12' SQUARE TUBE STEEL POSTS	50	**$45.36**	**$45.36**
2-1/4 X 2-1/4 14' SQUARE TUBE STEEL POSTS	50	**$52.92**	**$52.92**

Baldwin County Commission

Agenda Action Form

File #: 18-0684, **Version:** 1 **Item #:** BE2

Meeting Type: BCC Regular Meeting
Meeting Date: 8/7/2018
Item Status: New
From: Wanda Gautney, Purchasing Director; Terri Graham, Solid Waste Director
Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE
Competitive Bid #WG18-34 - Provision of Industrial Fittings, Hoses and Accessories for the Baldwin County Commission

STAFF RECOMMENDATION
Award the bid to the lowest bidder, **Bay Side Rubber & Products, Inc.,** for the Provision of Industrial Fittings, Hoses and Accessories as per the attached Award Listing.

BACKGROUND INFORMATION

Previous Commission action/date:
06/19/2018 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the Provision of Industrial Fittings, Hoses and Accessories; 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 opened in the Purchasing Conference Room on July 27, 2017, at 1:30 P.M. Two (2) bids were received. Recommend the Commission award the bid to the lowest bidder, Bay Side Rubber & Products, Inc., in the amount of Cost plus 20% of Catalog Items as per the attached Bid Award.

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?
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: 08/07/2018

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 #WG18-34 Award Listing
Provision of Industrial Fittings , Hoses & Accessories
Effective Date: 08/07/2018 through 08/07/2019

BIDDER:	**BAYSIDE RUBBER & PRODUCTS, INC.**			
AMOUNT BID:		**COST +**	**20%**	
TARGET LIST				
DESCRIPTION	**RECOMMENDED MFR/ITEM #**	**MFR/ITEM # BEING BID**	**U/M**	**UNIT PRICE**
Crimp Sleeve SS 1 1/2"	Breeze 150-4SS	SAME	EACH	$2.83
FHYD Adapt 04MJIC X 04MNPT	Parker 2404-04-04	SAME	EACH	$0.35
JIC Male Plug 7/16	Parker 2408-04	SAME	EACH	$0.30
FHYD Adapt 08MJIC X 08MNPT 45	Parker 2503-08-08	SAME	EACH	$1.50
DOT 45 Male Elbow 3/8 X 1/4	Parker W379PLP / 279PC6X4	SAME	EACH	$4.44
ST Bushing 1" X 1/2" PT	Parker 5406-16-08	SAME	EACH	$1.95
O-Ring Face Seal Plug 1"	Parker 839TT - 16	SAME	EACH	$1.75
Flat Face Seal CAP 1"	Parker FNL / FS0304C-16	SAME	EACH	$1.20
2 Wire HYD Hose 3/8"	Parker BXX06	SAME	EACH	$2.85
2 Wire HYD Hose 1"	Parker BXX16	SAME	EACH	$5.21
CP20S SS Clamp 5" ID Punch	Breeze F03CP20S	SAME	EACH	$2.25
Smooth Clamp SS 13/16 X 3/8	Breeze-CT /F03JS201	SAME	EACH	$1.00
Tank Truck Suction 3"	Parker 881-100R4 / H01RTT300	SAME	EACH	$9.50
FHYD Crimp 06Hose X 06FNPT	Parker HY06-06FF	SAME	EACH	$2.66
HYD Crimp 1/2" Hose X 1/2" FPS	Parker HY08-08FN	SAME	EACH	$4.81
Plastic Protector 3/8" - 7/16"	Parker HP-B / R12SS0B	SAME	EACH	$1.20
2 Wire HYD 100R2 1"	Parker R2AT-16	SAME	EACH	$3.50
Metal Braid 304 3/4"	Micro Flex SSB304034	SAME	EACH	$2.25

Bid Bond: Yes

COMPETITIVE BID #WG18-34 Bid Tabulation

Provision of Industrial Fittings , Hoses & Accessories

BIDDER:	TRACTOR & EQUIPMENT COMPANY			
AMOUNT BID:		COST +	20%	
TARGET LIST				
DESCRIPTION	RECOMMENDED MFR/ITEM #	MFR/ITEM # BEING BID	U/M	UNIT PRICE
Crimp Sleeve SS 1 1/2"	Breeze 150-4SS	Ganci - Clamp S811	EACH	$5.36
FHYD Adapt 04MJIC X 04MNPT	Parker 2404-04-04	4 MJ - 4MP	EACH	$0.53
JIC Male Plug 7/16	Parker 2408-04	4 MJ - Plug	EACH	$0.30
FHYD Adapt 08MJIC X 08MNPT 45	Parker 2503-08-08	GA8MJ-8MP45	EACH	$1.67
DOT 45 Male Elbow 3/8 X 1/4	Parker W379PLP / 279PC6X4	PJC-DOT-68X6	EACH	$4.27
ST Bushing 1" X 1/2" PT	Parker 5406-16-08	GA16MP-8FP-BUSH	EACH	$1.96
O-Ring Face Seal Plug 1"	Parker 839TT - 16	GA16MFFOR-PLUG	EACH	$1.64
Flat Face Seal CAP 1"	Parker FNL / FS0304C-16	GA16FFOR-CAP	EACH	$2.76
2 Wire HYD Hose 3/8"	Parker BXX06	6G2	EACH	$3.01
2 Wire HYD Hose 1"	Parker BXX16	16G2	EACH	$7.07
CP20S SS Clamp 5" ID Punch	Breeze F03CP20S	CP205	EACH	$2.54
Smooth Clamp SS 13/16 X 3/8	Breeze-CT /F03JS201	JS201	EACH	$1.39
Tank Truck Suction 3"	Parker 881-100R4 / H01RTT300	48CU	EACH	$16.33
FHYD Crimp 06Hose X 06FNPT	Parker HY06-06FF	6G-6FP	EACH	$4.73
HYD Crimp 1/2" Hose X 1/2" FPS	Parker HY08-08FN	8G-8FPX	EACH	$7.71
Plastic Protector 3/8" - 7/16"	Parker HP-B / R12SS0B	CS1157	EACH	$1.92
2 Wire HYD 100R2 1"	Parker R2AT-16	16G2	EACH	$7.07
Metal Braid 304 3/4"	Micro Flex SSB304034	H24312	EACH	$10.58
Bid Bond: Yes				

BIDDER:	BAYSIDE RUBBER & PRODUCTS, INC.			
AMOUNT BID:		COST +	20%	
TARGET LIST				
DESCRIPTION	RECOMMENDED MFR/ITEM #	MFR/ITEM # BEING BID	U/M	UNIT PRICE
Crimp Sleeve SS 1 1/2"	Breeze 150-4SS	SAME	EACH	$2.83
FHYD Adapt 04MJIC X 04MNPT	Parker 2404-04-04	SAME	EACH	$0.35
JIC Male Plug 7/16	Parker 2408-04	SAME	EACH	$0.30
FHYD Adapt 08MJIC X 08MNPT 45	Parker 2503-08-08	SAME	EACH	$1.50
DOT 45 Male Elbow 3/8 X 1/4	Parker W379PLP / 279PC6X4	SAME	EACH	$4.44
ST Bushing 1" X 1/2" PT	Parker 5406-16-08	SAME	EACH	$1.95
O-Ring Face Seal Plug 1"	Parker 839TT - 16	SAME	EACH	$1.75
Flat Face Seal CAP 1"	Parker FNL / FS0304C-16	SAME	EACH	$1.20
2 Wire HYD Hose 3/8"	Parker BXX06	SAME	EACH	$2.85
2 Wire HYD Hose 1"	Parker BXX16	SAME	EACH	$5.21
CP20S SS Clamp 5" ID Punch	Breeze F03CP20S	SAME	EACH	$2.25
Smooth Clamp SS 13/16 X 3/8	Breeze-CT /F03JS201	SAME	EACH	$1.00
Tank Truck Suction 3"	Parker 881-100R4 / H01RTT300	SAME	EACH	$9.50
FHYD Crimp 06Hose X 06FNPT	Parker HY06-06FF	SAME	EACH	$2.66
HYD Crimp 1/2" Hose X 1/2" FPS	Parker HY08-08FN	SAME	EACH	$4.81
Plastic Protector 3/8" - 7/16"	Parker HP-B / R12SS0B	SAME	EACH	$1.20
2 Wire HYD 100R2 1"	Parker R2AT-16	SAME	EACH	$3.50
Metal Braid 304 3/4"	Micro Flex SSB304034	SAME	EACH	$2.25
Bid Bond: Yes				

Baldwin County Commission

Agenda Action Form

File #: 18-0685, **Version:** 1 **Item #:** BE3

Meeting Type: BCC Regular Meeting
Meeting Date: 8/7/2018
Item Status: New
From: Wanda Gautney, Purchasing Director; Brian Peacock, CIS Director; Mike Job, CIS
Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE
Competitive Bid #WG18-36 - Provision of Fiber Optic Network-Maintenance and Locates for the Baldwin County Commission

STAFF RECOMMENDATION
Take the following actions:

1) Approve the specifications for the Provision of Fiber Optic Network-Maintenance and Locates and authorize the Purchasing Director to place a competitive bid; and

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

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: This is an annual bid. Recommend the Commission approve the specifications and authorize the Purchasing Manager to place a competitive bid for the Provision of Fiber Optic Network -Maintenance and Locates.

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: 08/07/2018

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

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

Additional instructions/notes: N/A

BID #WG18-36 INSTRUCTIONS TO BIDDERS

PREPARATION OF BIDS

Forms furnished, or copies thereof shall be used and strict compliance with requirement of the invitation, these instructions and the general specifications for the project are necessary. Special care should be exercised in the preparation of bids. Bidders must make their own estimates of the facilities and difficulties attending the proposed contract, including local conditions uncertainty of weather, quantities and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper blank spaces in the bid and quantity forms shall be suitably filled in.

LABOR AND MATERIALS NOT TO BE FURNISHED BY BALDWIN COUNTY, ALABAMA

The County Commission of Baldwin County, Alabama, will not furnish any labor, materials or supplies unless specifically provided in the Contract.

BIDS FOR ALL OR PART

The County reserves the right of awarding the contract in whole or in part, according to the best interest of the County.

RESPONSE SUBMISSIONS

The bidder should submit a minimum of **three (3) copies** of the **Bid Response** and all other requested information.

DEFINITION

Bidder. Any individual, firm or corporation submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.

Contractor. The individual, firm or corporation, the Party of the First Part to the Contract, that has entered into a Contract awarded him by the Owner for any work covered by these Specifications, acting directly or through his agents or employees.

County. Baldwin County Commission

BIDDER QUALIFICATIONS

The County may make such investigations as they deem necessary to determine the ability of the bidders to furnish all materials, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted, or investigation of such bidder, fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to furnish all materials contemplated therein. Conditional bids will not be accepted.

SIGNATURE TO BIDS

Each bid must give the full business address of the Bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by Corporations must be signed with the legal name of the corporation, followed by the name of the State of Incorporation and by the signature of the president, secretary or other person authorized to bind it in the matter. The name of each person shall be typed or printed below with signature. A bid by a person who affixes to his signature the work “President”, “Secretary”, “Agent”, or other designation without disclosing his principal may be held to the bid of the individual signing. When requested by the County Commission of Baldwin County, Alabama satisfactory evidence of the authority of the office signing in behalf of the corporation shall be furnished.

CORRECTIONS
Erasures or other changes in the bids must be explained or noted over the signature of the bidder.

LAWS AND REGULATIONS
The bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

The Contractor, at his own expense, shall procure all permits and licenses, pay all charges, royalties and fees, and give all notices necessary and incident to the due and lawful prosecution of the work.

WITHDRAWAL OF BIDS
Bids may be withdrawn on written or telegraphic requests received from bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

AWARD OR REJECTION OF BIDS
The Contract will be awarded to the lowest responsible Bidder complying with conditions of the invitation for bids, provided his bid is reasonable and it is in the interest of Baldwin County to accept it. The Bidder to whom the award is made will be notified at the earliest possible date. Baldwin County, however, reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the County.

CONTRACT AND BOND
The Bidder to whom award is made, must when requested, enter into written contract on the standard form as set out herein, with satisfactory security in the amount required, within the period specified, or, if no period is specified, within fifteen (15) days after the required forms are presented to him for signature.

3 originals	Contract
1 original	Performance Bond
1 original	Certificate of Insurance certifying compliance with all insurance requirements specified in the bid

CONTRACT PERIOD
It is the intent of the Baldwin County Commission to award this contract for a twelve (12) calendar month period. However, the Baldwin County Commission may, at their option and in agreement with the Successful Bidder, renew the contract for up to two (2) additional years (2019 and 2020), in twelve (12) month increments. The Baldwin County Commission will, in writing, notify the Contractor thirty (30) days prior to expiration of the 2018 contract with its intend to extend the contract. The prices for 2018 shall also apply to the extension period(s).

COLLUSION
If there is any reason for believing that collusion exists among the Bidders, any or all Proposals may be rejected, and those participating in such collusion may be barred from submitting bids on the same or other work with the County.

POWER OF ATTORNEY
Attorneys-in-fact who sign bid bonds must file with each bond a certified and effectively dated copy of their power of attorney.

TRAFFIC CONTROL, SAFETY ITEMS
Contractor shall erect all warning signs, and provide the appropriate personnel, if required, and all other items required to safely handle traffic through work area. Traffic Control Devices shall be

provided by the Contractor. Safety of the public and workers shall be the first priority of the contractor at all times. Contractor will adhere to all established city, county, state and Federal OSHA safety issues. Those issues include traffic control, the wearing and use of safety equipment, and safe excavation practices.

The contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act to 1970 (PL-596) and under Section 107 of the Contract Work House and Safety Standard Act (PL91-54).

The Contractor alone shall be responsible for the safety, efficiency and adequacy of his plant, appliances, and methods, and for any damages which may result from their failure or their improper construction, maintenance or operations.

PERFORMANCE BOND

The awarded vendor shall provide the County a **$100,000.00 Performance Bond** within 15 days after the contract is awarded. The performance bond shall be required for the length of the contract. The Contractor must furnish to the County at the time of the signing of the contract a certificate of insurance coverage as provided in the specifications. Bidder(s) must have Contractor's License issued by the Alabama State Licensing Board for General Contractors under the provision of Title 34, Chapter 8, Code of Alabama. Bidder(s) shall submit a copy of license.

COMPENSATION INSURANCE

Contractor shall procure and shall maintain during the life of this contract Workmen's Compensation Insurance for all of his employees to be engaged in work on the project under his contract, and, in case of any such work sublet, the Contractor shall require the Subcontractor similarly, to provide Workmen's compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case a class of employees engaged in hazardous work on the project under this contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each Subcontractor to provide adequate employer's general liability insurance for the protection of such of his employees as are not otherwise protected. The Baldwin County Commission, its Departments and its employees shall be named as additional insured.

CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

Prior to performing services pursuant to this Contract, BUYER shall carry, with insurers satisfactory to COUNTY, throughout the term of hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than $1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than $1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; and Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the subject property site. All liability insurance shall name the County as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least ten (10) days' notice to County in the event of cancellation, termination or any change in such insurance policies. The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County Representatives. Should BUYER fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, County may, at its option, suspend

this Contract until insurance is obtained, terminate this Contract immediately without further action, or hold BUYER in material default and pursue any and all remedies available.

The Contractor agrees to maintain such coverage as is required in this section for a period of one (1) year from the date of completion of the work pursuant to the Contract or at the date of the final payments made by the Contractor to the County, whichever occurs first.

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

The contractor agrees to carry a Comprehensive Automobile Liability Policy providing bodily injury liability on an occurrence basis and providing property damage liability on an accident basis. This policy shall protect the Contractor against all liability arising out of the use of automobiles, both private, passenger and commercial, regardless of whether such vehicles shall be owned by the Contractor, owned by others or hired. Limits of liability for Comprehensive Automobile Liability Insurance shall be $500,000. Combined single limit bodily injury and property damage each occurrence. The Baldwin County Commission, its departments and its employees shall be named as additional insured.

COUNTY'S PROTECTIVE LIABILITY INSURANCE

The Contractor shall at his expense provide County's protective liability policies issued in the names of the County and its departments covering their liability for operation of the Contractor. These policies shall provide limits of liability in the amount of $500,000.00 per occurrence bodily injury and property damage, $1,000,000.00 aggregate.

SUBCONTRACTOR'S PUBLIC LIABILITY & PROPERTY DAMAGE INSURANCE

The Contractor shall require each of his Subcontractors to produce and maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage Insurance of the type specified in the above paragraph hereof, in amounts approved by the County.

Three (3) executed copies of each subsequent endorsement affecting the coverage of policies and of each cancellation shall be forwarded to the County.

INDEMNITY AND HOLD HARMLESS PROVISION

To the fullest extend allowed by law, the contractor shall at all times indemnify and save harmless the County and its Departments, their officers and employees, against all liability, claim of liability, loss, cost or damage, including, death, and loss of services, on account of any injury to persons or property, occurring from any cause whatsoever in the construction work involved in the contract, and will at his expense defend on behalf of the County and its departments, their officers and employees, either or all, any suit brought against them or any of the, arising from any such cause.

The obligations of the Contractor under this Paragraph shall not extend to the liability of the departments, its agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give direction or instruction by the county's departments, its agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

CANCELLATION CLAUSE

The County or Contractor reserves the right to terminate the contract prior to the end of the period indicated upon thirty (30) day's written notice, with or without cause.

DEFAULT OF CONTRACT

If the Contractor fails to begin the work under Contract within the time specified, or fails to perform the Work with sufficient workers, equipment, or materials to insure its prompt completion, or performs the Work unsuitably, or neglects or refuses to remove materials or perform anew such work as shall be rejected as defective and unsuitable, or discontinues the prosecution of the Work, or from any other cause whatsoever does not carry on the Work in an acceptable manner, or becomes insolvent or is adjudicated as bankrupt, or commits any act of bankruptcy or insolvency, or allows any final judgment to stand against him unsatisfied for a period of ten (10) days, the County may give notice in writing by registered mail to the Contractor and the Surety of such delay, neglect, or default. If within ten (10) days after such notice the Contractor does not proceed to remedy the fault specified in said notice, or the Surety does not proceed to take over the work for completion, the County shall have full power and authority, without impairing the obligation of the Contract or the Contract Bonds, to take over the completion of the Work; to appropriate or use any or all material and equipment on the ground that may be suitable and acceptable; to enter into agreements with others for the completion of the Contract according to the terms and provisions thereof; or to use such other methods as in its opinion may be required for the completion of the contract. The Contractor and his Surety shall be liable for all costs and expenses incurred by the County, in completing the Work and also for all liquidated damages in conformity with the terms of the Contract. In case the sum of such expense and such liquidated damages exceeds the sum which would have been payable under the Contract, the Contractor and his Surety shall be liable and shall pay to the County the amount of such excess. Notice to the Contractor shall be deemed to be served when delivered to the person in charge of any office used by the Contractor his representative at or near the work or by registered mail addressed to the Contractor at his last known place of business.

COORDINATION WITH BALDWIN COUNTY COMMISSION

The Contact person for the Baldwin County Commission will be Jason Kuehl (251) 970-4016.

SCOPE OF WORK

This project consists of the annual maintenance and performing of locates of the Baldwin County Fiber Network. The Baldwin County Fiber Network consists of approximately 67 route miles of armored single mode enhanced fiber constructed using underground buried ducts. The cable is in varying fiber count from 24 - 192 strands, with the majority of the major runs being 96 count. There also exists throughout most of the network a spare empty duct for maintenance and future system expansion. The network links multiple County facilities in Bay Minette, Loxley, Robertsdale, Silverhill, Fairhope, Magnolia Springs, Foley and Lottie. The **attached map (page 23)** gives a high level general location of the Baldwin County Fiber Network.

The General Scope of Work includes services for locating the underground fiber optic cable network and maintaining structural integrity of said network including emergency call-outs **AND** maintenance including regular inspections and repair of the outside plant to ensure no physical problems exist (e.g. Ensuring handhole covers are in place and not damaged, Inspection for erosion or washout problems that may lead to fiber damage, etc.); proper marker maintenance to include but not limited to keeping marker post visible, replacement of damaged or missing markers and installation of additional markers found to be needed to properly protect the County's fiber (County to provide marker post); repairing damaged handholes; implementing a plan to provide rodent and pest control.

Contractor will provide marker flags to mark locates called in by Alabama One Call. The marker shall read **"Baldwin County Fiber Network 251- 580-1915" and be orange in color.**

Contractor will be required to locate the network in accordance with Alabama Law, including but not limited to Act 94-487, and in accordance with Alabama One Call Operating Procedures.

The Baldwin County Fiber Network is currently registered with Alabama One Call. The Alabama One Call locate requests received on the Baldwin County Fiber Network numbered approximately 3300 during the period of June 1, 2017 through May 31, 2018. Contractor will be required to provide an E-mail address that the locate requests can be forwarded to and must also provide E-mail confirmation back to the County on receipt of the locate request within two (2) hours of receipt of locate request. Contractor will be responsible for damages to the network resulting from failure to properly or promptly locate the network under Alabama Law and Alabama One Call Operating Procedures.

BID #WG18-36 RESPONSE FORM
Maintenance & Locates for the Fiber Optic Network
1 of 2

Date:_____

Out of State _____ or _____ If yes, _____
Yes No Registration Number

Alabama Contractors License No. _____

Company Name:_____

Address:_____

_____

Company Rep_____

_____
(Rep. Name Typed or Printed)

Position:_____

Phone:_____

Fax:_____

Email: _____

Financing through another agency beside yourself ____ or __x__
Yes No
If yes, must attach a copy of the financing agreement and all conditions to this response from.

_____
Financing Agency Authorized Signature

BID #WG18-36 RESPONSE FORM
Maintenance & Locates for the Fiber Optic Network
2 of 2

1) List Jurisdictions, trade categories, and corresponding license numbers in which your organization is legally qualified to do business on this project.

2) List all Maintenance & Locates projects performed in the past three years that are of equal or greater size/scope as this proposed Baldwin County project. Please provide contact person and phone numbers for references.

3) Attach a list of key personnel and a description of their experience. List the key personnel you will assign to this project.

4) Describe the resources you have in place or plan to put in place to fulfill the obligations of this contract.

5) Include any pertinent documentation to substantiate competence and financial responsibility.

Cost for Performing Locates and General Maintenance:

Monthly Cost $_____ x 12 = $_____ Total 12 Month Cost

State of Alabama)
County of Baldwin)

CONTRACT FOR PROFESSIONAL AND CONSTRUCTION SERVICES

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

WITNESSETH:

Whereas,

Whereas,

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

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

A. COUNTY: Baldwin County, Alabama

B. COMMISSION: Baldwin County Commission

C. PROVIDER:

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

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

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

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

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

VII. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.

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

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

X. Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or

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

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

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

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

XIV. Ownership of Documents/Work. The COUNTY shall be the owner of all copyright or other intellectual property rights in reports, documents and deliverables produced and paid for under this Contract, and to the extent permitted by Alabama law, any such material may be reproduced and reused at the discretion of the COUNTY without payment of further consideration. PROVIDER shall not transfer, disclose, or otherwise use such information for any purpose other than in performance of the services hereunder, without the COUNTY's prior written consent, which may be withheld or granted in the sole discretion of the COUNTY.

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

PROVIDER:

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

XVI. Services to be Rendered. PROVIDER is retained by the COUNTY as a professionally-qualified **contractor**. The general scope of work for the services shall include all the terms and Conditions of **"Competitive Bid #WG18-36"**, the same being expressly incorporated herein by reference, and without limitation will encompass:

"All provision and conditions and/or specifications listed/stated in Competitive Bid #WG18-36 named, Provision of Fiber Optic Network- Maintenance & Locates for the Baldwin County Commission".

A. PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails 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 **$_____**. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services

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

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

XXII. Effective and Termination Dates. This Contract shall be effective for twelve (12) months and commence immediately upon the same date as full execution, with an option to issue two (2) twelve (12) month contracts, or extend the first contract until such time that a new contract can be bid and awarded. And additional contract or extensions will be at the same prices, terms and conditions. Any successive contract(s) must have the written approval of both the County and the Provider no later than thirty (30) days prior to the expiration of the original contract. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

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

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

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

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

XXVII: Insurance: Prior to performing services pursuant to this Contract, Provider shall carry, with insurers satisfactory to County, throughout the term of hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than $1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than $1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; and Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the subject property site. All liability insurance shall name the County as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least ten (10) days' notice to County in the event of cancellation, termination or any change in such insurance policies. The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County Representatives. Should Provider fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, County may, at its option, suspend this Contract until insurance is

obtained, terminate this Contract immediately without further action, or hold Provider in material default and pursue any and all remedies available.

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

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

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

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

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

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

COUNTY

_____/_____
FRANK BURT, JR., Chairman /Date

ATTEST:

_____/_____
RONALD J. CINK /Date
County Administrator/Budget Director

State of Alabama)

County of Baldwin)

I, _____ , a Notary Public in and for said County, in said State, hereby certify that, Frank Burt, Jr., whose name as Chairman of Baldwin County Commission, and Ron Cink, whose name as County Administrator/Budget Director, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Professional and Construction Services, they, as such officers and with full authority, executed same knowingly and with full authority to do so on behalf of said Commission.

GIVEN under my hand and seal on this the _____ day of _____, 2018.

_____
Notary Public
My Commission Expires

SIGNATURE PAGE AND NOTARY PAGE TO FOLLOW

PROVIDER:

Insert Name

_____/_____

By _____/Date
Its _____

State of _____)

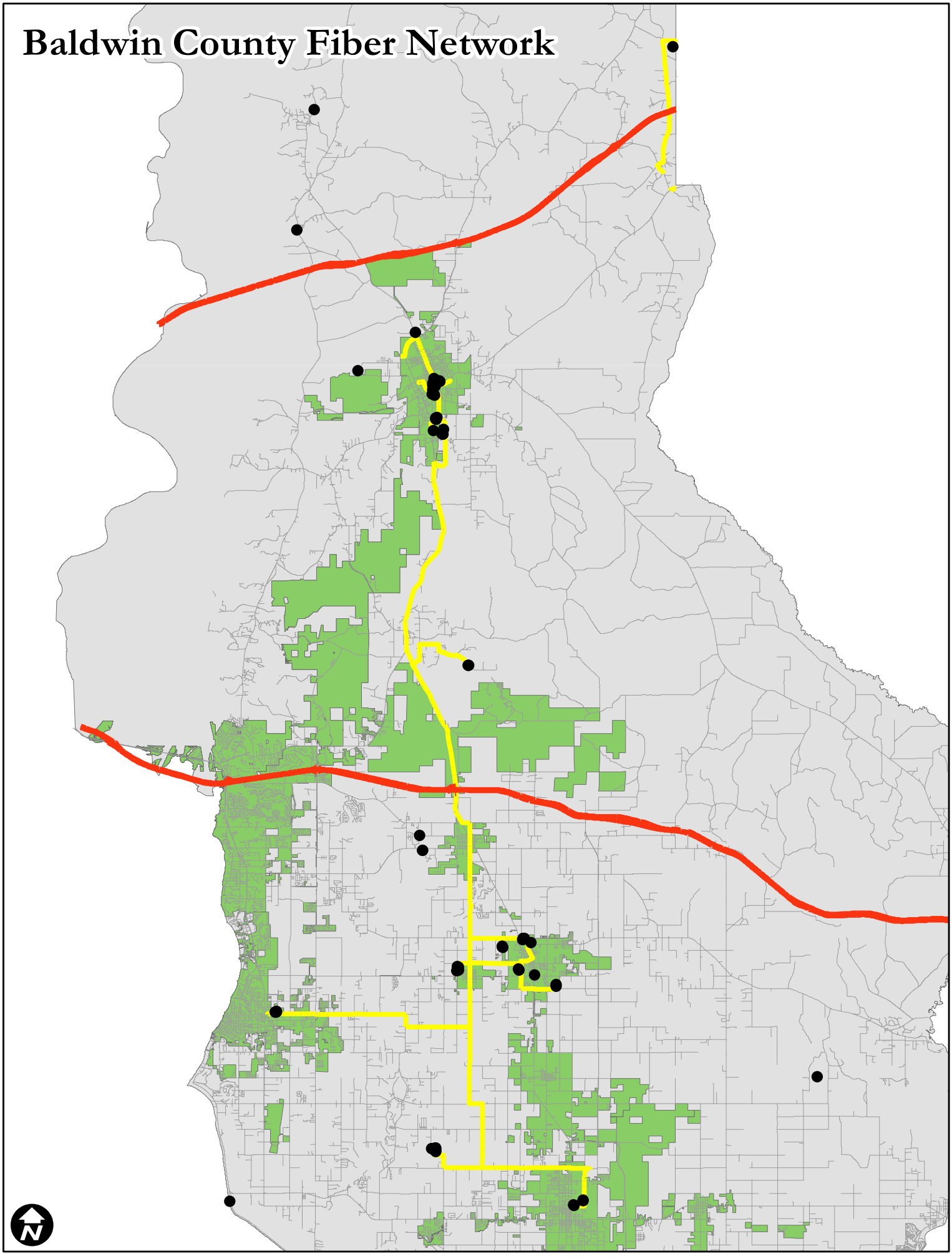
County of _____)

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

GIVEN under my hand and seal on this the _____ day of _____, 2018.

_____
Notary Public
My Commission Expires

Baldwin County Fiber Network



Baldwin County Commission

Agenda Action Form

File #: 18-0686, **Version:** 1 **Item #:** BE4

Meeting Type: BCC Regular Meeting
Meeting Date: 8/7/2018
Item Status: New
From: Wanda Gautney, Purchasing Director
Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE
Transfer of Vehicles from Various Baldwin County Departments

STAFF RECOMMENDATION
Take the following actions:

1) Approve the transfer of the following County vehicles at no cost:

2003 Ford F-150 PU - VIN #1FTRF17W73NB39099 from the Health Department to the Bay Minette Custodial Department in the amount of $2,691.00; and

2006 Chevrolet 1500 PU - VIN #1GCEC14X56Z147820 from Building Maintenance to Bay Minette Custodial Department in the amount of $3,010.00; and

2008 Ford F-150 PU - VIN #1FTRF122X8KC35645 from Bay Minette Custodial Department to Building Maintenance Department; and

2) Authorize the Chairman to execute the Fixed Asset Change Forms.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Bay Minette Custodial Department needs vehicles that can be used by staff to travel to various County buildings during working hours. Building Maintenance and the Health Department (Animal Shelter) have two (2) vehicles that are no longer in use. The Facilities Coordinator is currently driving a truck that was purchased by the Bay Minette Custodial Department that needs to be transferred to his department so the expenses will be charged to his cost center. Recommend the Commission approve the transfers at no cost and authorize the Chairman to execute the fixed asset forms.

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: 08/07/2018

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

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

Additional instructions/notes: N/A

COUNTY FIXED ASSET CHANGE FORM

Date of this report: _____

Fixed Asset: _____ Year: 2003

_____ Model: Ford F150 XL PU

_____ S/N: 1FTRF17W73NB39099

_____ Tag #: 23422 CO

_____ Mileage: 38,839

_____ Value: $2,691.00

Subject to Commission approval, the fixed asset above of the

Health (55100) Department will be:

Transferred to: Custodial (51996)

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

COUNTY FIXED ASSET CHANGE FORM

Date of this report: _____

Fixed Asset: _____ Year: 2006

_____ Model: Chev PU 1500

_____ S/N: 1GCEC14X562147820

_____ Tag #: 43421 CO

_____ Mileage: 144,298

_____ Value: $3,010.00

Subject to Commission approval, the fixed asset above of the Building Maintenance (51995) Department will be:

Transferred to: Custodial (51996)

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

COUNTY FIXED ASSET CHANGE FORM

Date of this report: _____

Fixed Asset: _____ Year: 2008

_____ Model: Ford F150

_____ S/N: 1FTRF122X8KC35645

_____ Tag #: 23305 CO

_____ Mileage: 81,040

_____ Value: $4,468.00

Subject to Commission approval, the fixed asset above of the Custodial (51996) Department will be:

Transferred to: Building Maintenance (51995)

Sold to: _____

Stored at/for: _____

Scrapped because: _____

Other: _____

_____
Department Head relinquishing fixed asset item

_____
Department Head accepting fixed asset item

_____
APPROVED, Baldwin County Commission

_____
Date APPROVED

Baldwin County Commission

Agenda Action Form

File #: 18-0699, **Version:** 1 **Item #:** BM1

Meeting Type: BCC Regular Meeting
Meeting Date: 8/7/2018
Item Status: New
From: Kimberly Creech, Clerk/Treasurer
Submitted by: Kimberly Creech, Clerk/Treasurer

ITEM TITLE
Sales & Use Tax Collection Software Addendum

STAFF RECOMMENDATION
Related to the Sales & Use Tax collection software, take the following actions:

1) Approve the Computer Software Support Agreement with Delta Computer Systems, Inc., commencing on the first day of delivery of the software or upon acceptance of the addendum(s) by both parties and shall remain in effect for one year. The terms of this agreement will automatically renew annually; and

2) Authorize the Chairman to sign the Computer Software Support Agreement Addendum with Delta Computer Systems with the new monthly rate in the amount of $940.00, effective October 1, 2018.

BACKGROUND INFORMATION

Previous Commission action/date: June 3, 2014 and July 19, 2016

Background: During Regular Baldwin County Commission meeting on June 3, 2014, related to the Sales & Use Tax collection software, took the following actions:
1) Authorized the Chairman to sign the Purchase Agreement with Delta Computer Systems, Inc. for software license fee in the amount of $41,000.00; and
2) Authorized the Chairman to sign the Computer Software License Agreement with Delta Computer Systems, Inc.; and
3) Authorized the Chairman to sign the Computer Software Support Agreement with Delta Computer Systems, Inc. with terms of this agreement automatically renew at each annual period; and
4) Authorized the Chairman to sign the Computer Software Support Agreement Addendum with Delta Computer Systems.

During Regular Baldwin County Commission meeting July 19, 2016, related to the Manufactured Homes and Business License Program citation functions, took
the following actions:
1) Authorized the Chairman to sign the Computer Software Support Agreement with Delta Computer

Systems, Inc. with terms of this agreement automatically renewing at each annual period; and
2) Authorized the Chairman to sign the Computer Software Support Agreement Addendum with Delta Computer Systems, Inc.

Attached computer software support agreement addendum from Delta Computer Systems, Inc. with a new rate in the amount of $940.00 per month.

FINANCIAL IMPACT

Total cost of recommendation: $11,280.00

Budget line item(s) to be used: 51750.5235

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

LEGAL IMPACT

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

Reviewed/approved by: Yes

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration and Kimberly Creech, Clerk/Treasurer

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

Additional instructions/notes: N/A

Delta Computer Systems, Inc.

A Harris Local Government Company

1085 Tommy Munro Drive
Biloxi, MS 39532
Phone : (228) 388-7688
Fax: (228) 388-7688

Computer Software Support Agreement

Purpose

The purpose of this agreement is to assure you that all software provided by Delta Computer Systems, Inc. (Delta) as listed on the addendum(s) to this agreement is in compliance with applicable laws, rules and regulations as they pertain to the software. As the laws change, Delta will provide updated programs to meet the demands of the legislation.

Delta's Obligations

Delta will analyze new regulations and prepare modifications of the software to ensure the system conforms. The modifications shall be limited to existing licensed software which you have purchased and shall not include new systems. New programs required to meet new, additional requirements shall not be provided under this agreement. For example, if you licensed the magnetic payroll tax reporting system and IRS initiates a change to the method of reporting, the changes will be provided under this agreement. However, if you had not purchased the magnetic reporting software initially, there would be an additional charge for the program.

Problem resolution is handled on a first come first serve basis within a priority group. Priority groups are determined by user need and externally defined deadlines. Completely down systems have priority over operational systems. Externally defined deadlines (IRS, State, Federal, etc.) have priority over non-deadline items. Average response for critical items is two hours or less depending upon the complexity of the request.

All software updates will be delivered to you electronically or by mail depending upon the size and urgency of the update. Delta shall provide installation instructions and/or telephone assistance for loading updates as appropriate. Delta shall not be responsible for maintaining any of your modifications. Corrections of difficulties or defects traceable to your errors or system changes will be billed at triple the standard rate.

Client's Obligations

Client shall inform Delta as soon as reasonably possible as to the nature and impact of upcoming legislative changes that affect the software system. Client shall provide copies of all pertinent documentation and shall assist Delta in understanding the new requirements and developing a method of meeting the requirements. During the term of the software support agreement, Client shall at Client's expense, provide Delta with secure telnet and ftp internet access to Client's server from Delta's server for the purpose of diagnosing problems and to facilitate software updates.

General Terms

This contract shall commence on the first day of delivery of the software or upon acceptance of the addendum(s) by both parties and shall remain in effect for one year. Fees for software support shall be payable monthly or annually in advance. A penalty of 1.5 percent per month of the outstanding balance will be assessed to accounts that remain past due more than 60 days. Delta reserves the right to withhold services for any account which is past due more than 60 days.

Client shall be responsible for all incidental costs such as mail, telephone, travel and subsistence in connection with support services.

Client shall use Delta's prescribed reporting procedures to outline software problems.

Either party may terminate this agreement after a 90 day written notice and payment of all outstanding amounts due.

This agreement shall automatically renew at each annual period. Delta reserves the right to modify its fees by providing notice of such 60 days prior to the renewal period.

Services provided by Delta that are above and beyond the scope of this agreement shall be billable at Delta's current rate at the time such services are rendered.

This agreement is binding on, the parties hereto and their successors, and to Seller's assigns, sub-lessees and transferees.

Agreed this _____ day of _____, _____

BALDWIN COUNTY, AL
Client Name

_____.
Client Signature

_____.
Printed Name

_____.
Accepted: Delta Computer Systems, Inc.
1085 Tommy Munro Drive
Biloxi, MS 39532

Delta Computer Systems, Inc.

A Harris Local Government Company

1085 Tommy Munro Drive
Biloxi, MS 39532
Phone : (228) 388-7688
Fax: (228) 388-7689

Computer Software Support Agreement
ADDENDUM

For: BALDWIN COUNTY, AL-COUNTY COMMISSION AL05

Below is a current list of maintenance/support/web hosting charges for the upcoming fiscal year 10/ 1/2018 These charges will be billed on 9/15/2018 due for payment 10/ 1/2018.

Delta Contract Number	Description	Date of Last Increase	Current Rate	New Rate	Rate Type
23300	Sales Tax System Support	09/2017	425.00	450.00	
23310	PaperLink Imaging Support for Sales Tax System 10 Stations	09/2017	315.00	330.00	
24480	Citations Module for Manufactured Homes & Business License Systems	09/2017	110.00	120.00	
26590	Sub-District Enhancement Support	01/2018	40.00	40.00	
IVMCBP03(1)		TOTAL:	890.00	940.00	MONTHLY

Agreed this _____ day of _____, 2018.

BALDWIN COUNTY, AL
County/Office Name

Accepted: Delta Computer Systems, Inc.

_____
Client Signature

_____
Printed Name

TO: BALDWIN COUNTY COMMISSION
ACCTING/FINANCE DEPT.
SALES TAX DEPARTMENT
312 COURTHOUSE SQ., STE. 11
BAY MINETTE AL 36507

BALDWIN COUNTY COMMISSION
ACCTING/FINANCE DEPT.
312 COURTHOUSE SQ., STE. 11
BAY MINETTE AL 36507

Delta Computer Systems, Inc.
A Harris Local Government Company

RECEIVED
JUL 29 2015
BY: BV

1085 Tommy Munro Drive
Biloxi, MS 39532
Phone: (228) 388-7688
Fax: (228) 388-7689

Computer Software Support Agreement

Purpose

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Delta's Obligations

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Either party may terminate this agreement after a 90 day written notice and payment of all outstanding amounts due.

This agreement shall automatically renew at each annual period. Delta reserves the right to modify its fees by providing notice of such 60 days prior to the renewal period.

Services provided by Delta that are above and beyond the scope of this agreement shall be billable at Delta's current rate at the time such services are rendered.

This agreement is binding on, the parties hereto and their successors, and to Seller's assigns, sub-lessees and transferees.

Agreed this 19th day of July, 2016

Baldwin County Commission
Client Name

Client Signature

Tucker Dorsey.
Print Name

Accepted: Delta Computer Systems, Inc.

Delta Computer Systems, Inc.
A Harris Local Government Company

1085 Tommy Munro Drive
Biloxi, MS 39532
Phone: (228) 388-7688
Fax: (228) 388-7689

Computer Software Support Agreement Addendum

The software listed below shall be covered by the Computer Software Support Agreement:

Software Product Description	Commencement Date	Monthly Fee
Citation Functions for Manufactured Homes & Business License Systems	Upon Installation	$100.00

Agreed this 19th day of July, 2016

Baldwin County Commission
Client Name

Client Signature

Tucker Dorsey
Print Name

Accepted: Delta Computer Systems, Inc.

COUNTY COMMISSION

BALDWIN COUNTY
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507
(251) 580-2564
(251) 580-2500 Fax
agary@baldwincountyal.gov
www.baldwincountyal.gov

ANU GARY
Records Manager

MONICA E. TAYLOR
Assistant Records Manager

June 16, 2014

Delta Computer Systems, Inc.
1085 Tommy Munro Drive
Biloxi, Mississippi 39532

RE: Sales & Use Tax Collection Software

Dear Sir or Madam:

Enclosed for your files are **copies** of the following **fully executed** *Agreements* approved during the June 3, 2014, Baldwin County Commission meeting, between the Commission and Delta Computer Systems, Inc.:

1) *Purchase Agreement* for software license fee in the amount of $41,000.00; and

2) *Computer Software License Agreement*; and

3) *Computer Software Support Agreement*, the term of the *Agreement* shall be for one year and shall automatically renew at each annual period; and

4) *Computer Software Support Agreement Addendum.*

If you have any questions or need further assistance, please do not hesitate to contact Kim Creech, Clerk/Treasurer, at (251) 937-0303.

Sincerely,

ANU GARY, Records Manager
Baldwin County Commission

AG/met Item BG1

cc: Kim Creech
Brian Peacock

ENCLOSURE(S)

RECEIVED
JUN 13 2014
BY: MC

Delta Computer Systems, Inc.
1085 Tommy Munro Drive
Biloxi, MS 39532
Phone: (228) 388-7688
Fax: (228) 388-7689

PURCHASE AGREEMENT

Baldwin County Alabama

Item	Software/Service Description	Software License Fee	Monthly Support	Training Days	Training Budget
1.	Sales Tax Program	$ 20,000.00	$ 400.00	5	$ 5,000.00
2.	PaperLink Workstation Licenses (10)	$ 15,000.00	$ 300.00	-	-
3.	Data Conversion (estimate 40hrs*)	$ 6,000.00	-	-	-
	Grand Total	**$ 41,000.00**	**$ 700.00**	**5**	**$ 5,000.00**

SOFTWARE NOTES:
The software license fees are due and payable upon installation. Support fees will begin upon installation.

* Conversion cost shown represents an estimated maximum cost.

HARDWARE NOTE: It is assumed that the County IT department will purchase the ten (10) Fujitsu 7160 scanners directly.

TRAINING NOTES:
Training costs as shown are estimates for time and budget purposes. Actual cost will be based on Delta's standard training rate of $1,000.00 per day. Minimum billing increment for training is 1day.

Agreed, this 13th day of June, 2014.

Baldwin County Commission	**Delta Computer Systems Inc.**
Client Name	Company Name
Client Authorized Signature	Delta Authorized Signature
Charles F. Gruber	Tim Joffrion
Printed Name	Printed Name

Delta Computer Systems, Inc.

1085 Tommy Munro Drive
Biloxi, MS 39532
Phone: (228) 388-7688
Fax: (228) 388-7689

Computer Software License Agreement

Carefully read the following license agreement before loading or using any software. By using or copying this software, you accept the terms of this agreement. If you do not accept the terms of this agreement, do not open any of the media and promptly return the entire package to Delta.

DEFINITIONS

The following definitions apply to the terms as they appear in this agreement.

* Delta means Delta Computer Systems, Inc., a Mississippi Corporation.
* You and Your refer to any person or entity that acquires or uses this Package.
* Package means the Software, user's manual(s), and other items accompanying this agreement.
* Software means the computer program contained in this Package, together with all codes, techniques, software tools, formats, designs, concepts, methods, and ideas associated with that computer program. The term also includes all copies of any part of the Software as well as the manual(s) and other printed materials contained in this Package.
* Media means magnetic or optical disks or tapes containing the Software.

PERMITTED USES

Delta grants You a non-exclusive license to use the Software in this Package according to the terms set forth below. You may:

* Operate the Software on the one computer as of the date of this agreement.
* Make backup copies of the Software, which automatically becomes the property of Delta and subject to this agreement.

PROHIBITED USES

You may not:

* Allow the Software to become available to any person or entity other than Your employees.
* Modify the Software or merge it with another program, except for Your sole use on a single computer. The program resulting from any modification or merger is considered a derivative work.
* Reverse engineer, disassemble, decompile, or make any attempt to discover the source code to the Software.
* Remove, obscure, or alter any notice of the patent, copyright, or other proprietary rights related to the Software.
* Sub-license, sell, lend, rent, or lease any portion of the Software, directly or indirectly.
* Copy any portion of the Software, except to make backup copies.
* Operate the Software on any computer other than the one in use as of the date of this agreement.

The Software involves valuable proprietary rights of Delta and others. There is no transfer to You of any title to or ownership of the Software or any patent, copyright, trade secret, trade name, trademark, and other proprietary rights related to the Software, regardless of the form that original or other copies exist in. You may not violate these rights and You must take all appropriate steps to protect Delta's rights. Delta may at any time replace, modify, alter, improve, enhance, or change the software without prior notice.

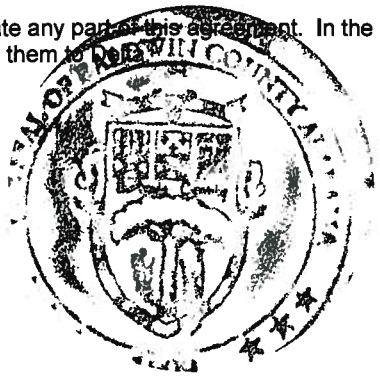
Both the license and Your right to use the Software terminate automatically if You violate any part of this agreement. In the event of termination, You must immediately destroy all copies of the Software or return them to Delta.

Agreed this the 13th day of June, 2014.

Customer Name: Baldwin County Commission

Signature: _____.

Printed Name: Charles F. Gruber, Chairman.



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This agreement is binding on, the parties hereto and their successors, and to Seller's assigns, sub-lessees and transferees.

Agreed this 13th day of June, 2014

Baldwin County Commission.
Client Name

Client Signature

Charles F. Gruber, Chairman.
Printed Name

Accepted: Delta Computer Systems, Inc.

Delta Computer Systems, Inc.

1085 Tommy Munro Drive
Biloxi, MS 39532
Phone: (228) 388-7688
Fax: (228) 388-7689

Computer Software Support Agreement Addendum

The software listed below shall be covered by the Computer Software Support Agreement:

Software Product Description	Commencement Date	Monthly Fee
Sales Tax Program	Upon Installation	$ 400.00
PaperLink Workstation Licenses (10)	Upon Installation	$ 300.00

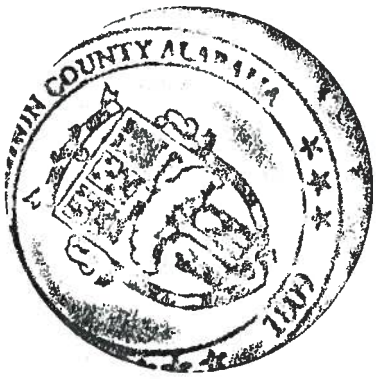
Agreed this 13th day of June, 2014

Baldwin County Commission.
Client Name

.
Client Signature

Charles F. Gruber, Chairman.
Printed Name

.
Accepted: Delta Computer Systems, Inc.



Baldwin County Commission

Agenda Action Form

File #: 18-0724, **Version:** 1 **Item #:** BN1

Meeting Type: BCC Regular Meeting
Meeting Date: 8/7/2018
Item Status: New
From: Joey Nunnally, P.E., County Engineer
Wanda Gautney, Purchasing Director
Seth Peterson, P.E., Subdivision/Permit Manager
Submitted by: Lisa Sangster, Chief Administrative Assistant

ITEM TITLE
Competitive Bid #WG16-37 - Land Management of 424.46 Acres of "Wet Pine Flatwoods Habitat" Within the Baldwin County Mitigation Area, Gulf Shores, Alabama, for the Baldwin County Commission

STAFF RECOMMENDATION
Approve a time extension with Southern Forestry Consultants, Inc., on the Land Management of 424.46 acres of "Wet Pine Flatwoods Habitat" within the Baldwin County Mitigation Area, Gulf Shores, Alabama, project at no additional charge to the County, and authorize the Highway Department to issue the time extension notice. (Contract extension for mechanical work effective until October 31, 2018. Contract extension for other work effective until May 31, 2019.)

BACKGROUND INFORMATION

Previous Commission action/date: 06/7/2016; 07/19/2016; 09/5/2017

Background:
06/7/2016 - The Commission 1) approved the specifications and authorized the Purchasing Manager to place a competitive bid for the Land Management of 424.46 acres of "Wet Pine Flatwoods Habitat" within the Baldwin County Mitigation Area, Gulf Shores, 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 is advertised.
07/19/2016 - The Commission awarded the bid to the lowest bidder, Southern Forestry Consultants, Inc., in the bid amount of $280.60 per acre for a total of $119,103.48 for the Land Management of 424.46 acres of "Wet Pine Flatwoods Habitat" within the Baldwin County Mitigation Area, Gulf Shores, Alabama and authorized the Chairman to execute the Contract.
09/5/2017 - The Commission approved a time extension with Southern Forestry Consultants, Inc., on the Land Management of 424.46 acres of "Wet Pine Flatwoods Habitat" within the Baldwin County Mitigation Area, Gulf Shores, Alabama, project at no additional charge to the County, and authorized

the Highway Department to issue the time extension notice. (Contract extension effective until May 31, 2018.)

Background:
Due to inundated site conditions, the contractor has been unable to complete the land management services on the Baldwin County Mitigation Area.

This item was discussed during the July 19, 2018 Road and Bridge meeting.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Highway Department

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Highway Department Staff will issue Notice to Extension to Contractor.

Additional instructions/notes: N/A

SOUTHERN FORESTRY CONSULTANTS

July 27, 2018

Baldwin County Highway Department
c/o John Lundy
22070 St. Hwy 59, 4th Floor
Robertsdale, AL 36567

RE: WG16-37 Land Management of 424.46 Acres within Baldwin County Mitigation Area Contract Extension

Dear Mr. Lundy:

Due to inundated site conditions, Southern Forestry Consultants, Inc. (SFC) has been unable to complete the land management services (*Baldwin County Professional and Construction Services; executed August 23, 2016*) for the Baldwin County Highway Department (BCHD) on the Baldwin County Mitigation Area (BCMA). As Program Manager for this project, I (**Holmes A. Hendrickson**) formally request an extension on this project timeline to complete the activities. The SFC onsite project manager (Austin D. Carroll) and myself first discussed this extension with Seth Peterson and John Lundy (BCHD).

During the Road and Bridge Meeting on Thursday, July 19th, the Commission discussed extending the Land Management Contract under the following conditions:

- The contract to be extended through the end of May 2019
- All mechanical work shall be complete by October 31, 2018.
- Funding shall be as per the original contract with no additional funding

Therefore, SFC formally requests the extension of this contract until May 31, 2019. SFC anticipates the roller-chopping and fuelwood services on BCMA can be completed during the drier months Sept. 2018 and Oct. 2018. Furthermore, SFC would be able to provide additional habitat enhancement treatments (e.g., targeted herbicide application in Spring 2019. This extension, revised timeline, and additional activities (all conducted under the same contract amount) would serve to create a higher mitigation score for the mitigation area in 2019 and beyond. This extension will effectively provide SFC the time to perform the mitigation activities in a manner that most effectively achieves the mitigation goals and objectives (i.e., release from permit conditions) and has the least amount of soil disturbance on the BCMA.

103 Dixie Drive
Enterprise, Alabama 36331
PHONE (334) 393-7868
FAX (334) 347-6073

CELL (334) 618-2010
EMAIL hhendrickson@southernforestry.net
WEB SITE www.soforest.com

SOUTHERN FORESTRY CONSULTANTS

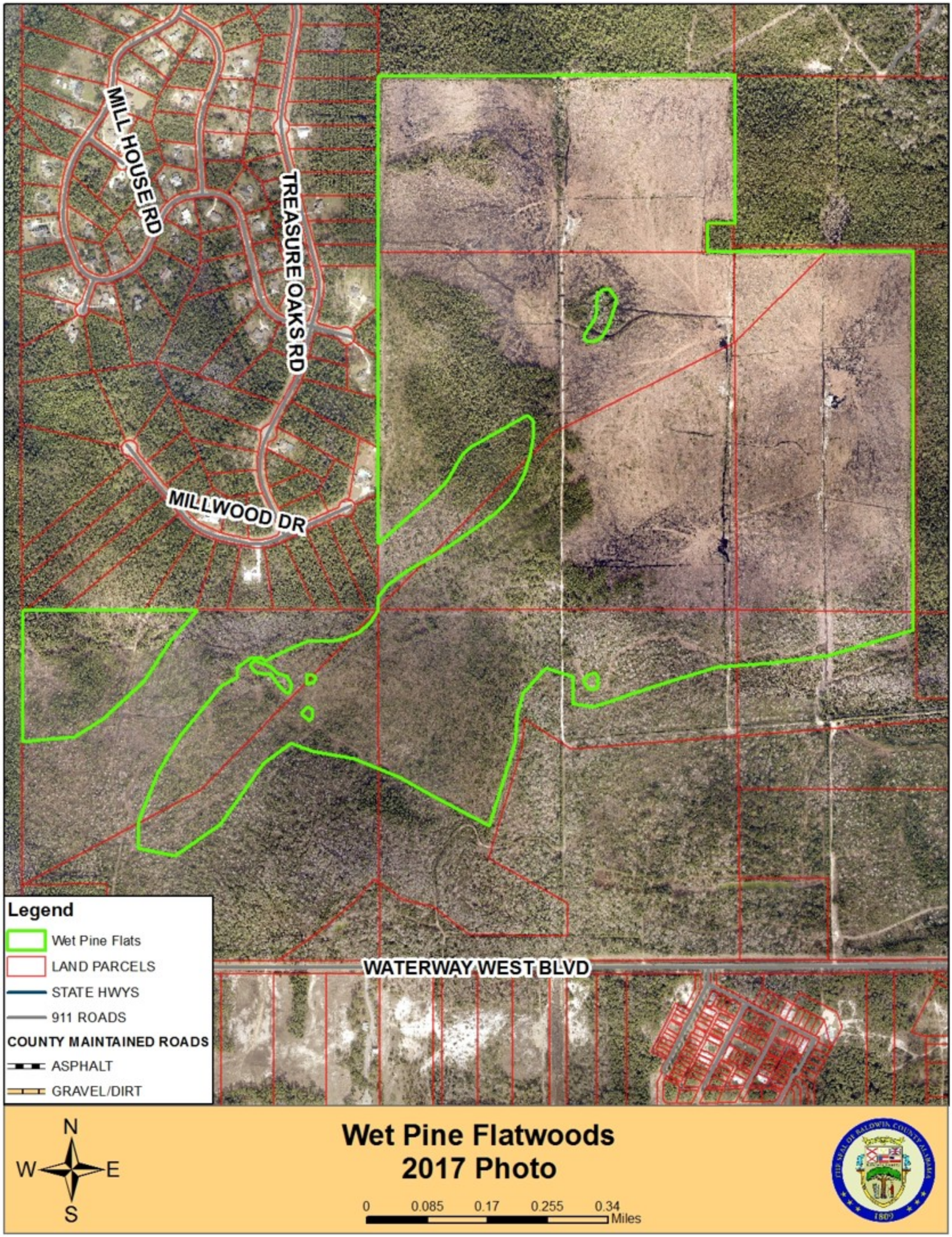
In conclusion, SFC reaffirms our desire to assist BCHD on the mitigation activities for the BCMA. Thank you for your thoughtful consideration of this extension request. If you have any additional questions, or require additional information, please contact me.

Sincerely,

Holmes Hendrickson, RF
Partner

103 Dixie Drive
Enterprise, Alabama 36331
PHONE (334) 393-7868
FAX (334) 347-6073

CELL (334) 618-2010
EMAIL hhendrickson@southernforestry.net
WEB SITE www.soforest.com



Wet Pine Flatwoods
2017 Photo

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 **Southern Forestry Consultants, Inc.,** (hereinafter referred to as "PROVIDER").

WITNESSETH:

Whereas, at its regular meeting on Tuesday, June 19, 2016, the Commission authorized staff to solicit bids for the Land Management of 424.46 Acres of "Wet Pine Flatwoods Habitat" within the Baldwin County Mitigation Area, Gulf Shores, Alabama; and

Whereas, staff solicited bids with Southern Forestry Consultants, Inc., presenting the lowest bid to the County.

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: Southern Forestry Consultants, Inc.

II. Obligations Generally. The COUNTY hereby retains, and the PROVIDER agrees to perform for the COUNTY, those 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 whether or not said law or regulation is mentioned herein.

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: Southern Forestry Consultants, Inc.
103 Dixie Drive
Enterprise, AL 36330
ATTN: Holmes Hendrickson

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 #WG16-37"**, the same being expressly incorporated herein by reference, and without limitation will encompass:

"All provision and conditions and/or specifications listed/stated in Competitive Bid #WG16-37 named, Land Management on 424.46 Acres of "Wet Pine Flatwoods Habitat" within the for the Baldwin County Mitigation Area, Gulf Shores, AL, for the Baldwin County Commission".

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

B. PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract. PROVIDER shall closely coordinate the subject services with the COUNTY and designated personnel.

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

XVII. 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, unless the additional costs are approved by the COUNTY in the form of a written Change Order.

XX. Direct Expenses. Compensation to PROVIDER for work shall be paid as listed 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 and commence immediately upon the same date as full execution, and shall terminate upon either the expiration of not more than twelve (12) months after the Notice to Proceed is given or upon a written notification thereof received by either party within the required thirty (30) day period. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

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

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

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

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

XXVII: Insurance: Prior to performing services pursuant to this Contract, Provider shall carry, with insurers satisfactory to County, throughout the term of hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than $1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than $1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; and Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the subject property site. All liability insurance shall name the County as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least ten (10) days' notice to County in the event of cancellation, termination or any

change in such insurance policies. The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County Representatives. Should Provider fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, County may, at its option, suspend this Contract until insurance is obtained, terminate this Contract immediately without further action, or hold Provider in material default and pursue any and all remedies available.

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

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

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

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

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

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

COUNTY

8/23/16

TUCKER DORSEY, Chairman /Date

ATTEST:

8-23-16

RONALD J. CINK /Date
County Administrator/Budget Director

State of Alabama)

County of Baldwin)

I, Monica E. Taylor, a Notary Public in and for said County, in said State, hereby certify that, Tucker Dorsey, whose name as Chairman of Baldwin County Commission, and Ronald J. Cink, whose name as County Administrator/Budget Director, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Professional and Construction Services, they, as such officers and with full authority, executed same knowingly and with full authority to do so on behalf of said Commission.

GIVEN under my hand and seal on this the 23rd day of August, 2016.

Monica E. Taylor
Notary Public
My Commission Expires

My Commission Expires 09/05/2016

SIGNATURE PAGE AND NOTARY PAGE TO FOLLOW

PROVIDER:

Southern Forestry Consultants, Inc.

8/5/16

By Austin D. Carroll /Date
Its Principal

State of Alabama)

County of Baldwin)

I, Deadra Sloane Kelley, Notary Public in and for said County and State, hereby certify that Austin D. Carroll as Principal of Southern Forestry Consultants, Inc. , whose name is signed to the foregoing in that capacity, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he executed the same voluntarily on the day the same bears date for and as an act of said Southern Forestry Consultants, Inc.

GIVEN under my hand and seal on this the 5th day of August, 2016.

Deadra Sloane Kelley
Notary Public
My Commission Expires

DEADRA SLOANE KELLEY NOTARY PUBLIC EXPIRES GEORGIA Oct. 1, 2019 SEMINOLE COUNTY

"ATTACHMENT A"

BID #WG6-37 RESPONSE FORM
Land Management within Mitigation Area
Page 1 of 1

Date: June 29, 2016

Out of State X (Yes) or _____ (No) If yes, 919-941 (Registration Number)

Alabama Contractors License Number: _____

Company Name: Southern Forestry Consultants

Address: 103 Dixie Drive
Enterprise, Alabama 36330

Company Rep: Holmes Hendrickson
(Rep. Name Typed or Printed)

Position: Partner / Forester

Phone: 334-393-7868

Fax: 334-347-6073

Bid Amount

	Unit Price	Units	Total Units	Total Amount
Land Management to Achieve FCI Score of 0.6	$ 280.60	**Per Acre**	**424.46 acres**	$ ~~119,104.20~~ 119,103.48

COUNTY COMMISSION
BALDWIN COUNTY
312 COURTHOUSE SQUARE
SUITE 15
BAY MINETTE, ALABAMA 36507
(251) 580-2520 PH
(251) 580-2536 FX

WANDA GAUTNEY
PURCHASING &
GRANTS MANAGER

August 24, 2016

Southern Forestry Consultants, Inc.
103 Dixie Drive
Enterprise, AL 36330
ATTN: Holmes Hendrickson

REFERENCE: Competitive Bid #WG16-37 – Land Management of 424.46 Acres of "Wet Pine Flatwoods Habitat" within the Baldwin County Mitigation Area, Gulf Shores, Alabama for the Baldwin County Commission

Dear Mr. Hendrickson:

Please find attached a copy of the executed Contract and your Bid Guarantee. This letter is your **Notice to Proceed**.

The project should be coordinated with Joey Nunnally with the Baldwin County Highway Department at (251) 295-8337.

If you have any questions, please contact me at (251) 580-2520.

Sincerely,

WANDA GAUTNEY, Purchasing Manager
Baldwin County Commission

Attachment

cc: Highway Department

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

BALDWIN COUNTY
HIGHWAY DEPARTMENT
P.O. Box 220
SILVERHILL, ALABAMA 36576
TELEPHONE: (251) 937-0371
FAX (251) 937-0201

JOEY NUNNALLY, P.E.
COUNTY ENGINEER

September 11, 2017

Southern Forestry Consultants, Inc.
103 Dixie Drive
Enterprise, AL 36330
ATTN: Holmes Hendrickson

RE: Competitive Bid #WG16-37 – Land Management of 424.46 Acres of "Wet Pine Flatwoods Habitat" within the Baldwin County Mitigation Area, Gulf Shores, Alabama for the Baldwin County Commission

Dear Mr. Hendrickson:

During the regular scheduled meeting on September 5, 2017, the Baldwin County Commission approved a time extension of the current contract effective until May 31, 2018. Please allow this letter to serve as your official Notice to Proceed in accordance with the original contract agreement.

Sincerely,

JOEY NUNNALLY, P.E.
COUNTY ENGINEER

By: _____
Matthew Brown
Design Engineer

JN/msb/mb
cc: File

Baldwin County Commission

Agenda Action Form

File #: 18-0679, **Version:** 1 **Item #:** BN2

Meeting Type: BCC Regular Meeting
Meeting Date: 8/7/2018
Item Status: New
From: Joey Nunnally, P.E., County Engineer
Submitted by: Audra Mize, Operations Support Specialist II

ITEM TITLE
Perdido Volunteer Fire Department - Construction and Paving of Parking Lot

STAFF RECOMMENDATION
Approve the Highway Department to construct the parking lot at the Perdido Volunteer Fire Department for an estimated cost of $16,500.00 for labor. The Perdido Volunteer Fire Department will purchase the materials and will be invoiced the cost of labor upon completion of the project.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Perdido Volunteer Fire Department is requesting assistance from the County Commission to construct a parking lot. Perdido VFD will provide materials for the project and reimburse the cost of labor.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Highway Accounting, Area 100 Maintenance

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Highway Accounting send invoice for labor costs to Perdido Volunteer Fire Department. Area 100 Maintenance schedule work.

Contact:
Chief Web Bush
Perdido Volunteer Fire Department
P.O. Box 302
Perdido, Alabama 36562

Additional instructions/notes: N/A

4BCC
RC
JN
KC

PERDIDO VOL. FIRE DEPT.
P. O. BOX 302
PERDIDO, AL 36562

RECEIVED
JUN 19 2018
BY: mrt

JUNE 19, 2019

Commissioner Frank Burt
Ronald J. Cink - County Administrator
Joey Nunnally - County Engineer

The Perdido Volunteer Fire Department would like to ask for your assistance with paving the parking lot at the new station that we are building at 22190 Old Co. Road 47. We would like to have the parking lot go all the way to the road.
Thank you for your assistance with this matter. If you have any questions please call me at 379-6064.

Sincerely,

W. Bush

Web Bush
Chief

Baldwin County Highway Department Estimate Sheet

DATE	7/23/2018	Area:	100
REQUESTED BY:	Frank Lundy	SPONSORED BY:	BCHD
LOCATION	Perdido VFD		
Scope of Work:	Grade, Base and Pave the new Perdido VFD Parking Lot. This estimate reflects a binder and wearing surface.		

ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT COST	SUBTOTAL
1	**EQUIPMENT**				
	MAINTENANCE BARN				
	GRADER	HOURS	40	$ 70.00	$ 2,800.00
	TRACKHOE	HOURS	20	$ 200.00	$ 4,000.00
	GRADLL TRUCK	HOURS	10	$ 25.00	$ 250.00
	DUMP TRUCK TRI-AXLE	HOURS	200	$ 65.00	$ 13,000.00
	LOADER	HOURS	20	$ 66.00	$ 1,320.00
	GRADALL	HOURS	30	$ 65.00	$ 1,950.00
	LOWBOY TRUCK / TRAILER	HOURS	10	$ 84.00	$ 840.00
	VIB ROLLER	HOURS	20	$ 29.00	$ 580.00
	PICK UP TRUCKS	MILES	50	$ 0.50	$ 25.00
	MAINTENANCE TOTAL				**$ 24,765.00**
	PAVING/STRIPING				
02114	PAVING MACHINE WEILER P385B	HOURS	20	$ 135.00	$ 2,700.00
73749	PICKUP TRUCKS	MILES	100	$ 0.54	$ 54.00
89985	PAKER INGERSOLL RAND DD-90HF	HOURS	20	$ 26.00	$ 520.00
03454	TRUCK TRACTOR W/TRAILER MACK CHU613	HOURS	4	$ 71.60	$ 286.40
88891	DISTRIBUTOR STERLING/ENTYRE L7501	HOURS	4	$ 65.16	$ 260.64
00027	2014 STRIPER - WALK BEHING EZ - LINER 4900LXT	HOURS	10	$ 4.00	$ 40.00

	PAVING TOTAL				**$ 3,861.04**
	TOTAL				**$ 28,626.04**
2	**LABOR**				
	MAINTENANCE BARN				
	MAN HOURS WITH EQUIPMENT	HOURS	350	$ 30.00	$ 10,500.00
	FLAGMAN	HOURS	20	$ 30.00	$ 600.00
	MAINTENANCE TOTAL				**$ 11,100.00**
	PAVING/STRIPING				
	MAN HOURS - 7 EMPLOYEES	HOURS	180	$ 30.00	$ 5,400.00
	PAVING TOTAL				**$ 5,400.00**
	TOTAL				**$ 16,500.00**
3	**MATERIAL**				
	MAINTENANCE BARN				
	LIMESTONE (Pickup)	TONS	550	$ 24.30	$ 13,365.00
	BASE	YARDS	315	$ 1.75	$ 551.25
	TOPSOIL	YARDS	210	$ 4.00	$ 840.00
	18" RCP C-3	FEET	144	$ 12.36	$ 1,779.84
	18" BES	FEET	8	$ 45.87	$ 366.96
	HP 18" GRAY PIPE	FEET	120	$ 14.86	$ 1,783.20
	SILT FENCE	KITS	4	$ 280.50	$ 1,122.00
	SOD (DELIVERED) BERMUDA / TIFTON BLOCKS	SQ YDS	500	$ 1.70	$ 850.00
	SOD (DELIVERED) BERMUDA ROLLS 42"	SQ YDS	1000	$ 1.70	$ 1,700.00
	MAINTENANCE TOTAL				**$ 22,358.25**

	PAVING/STRIPING				
	424A ASPHALT @ 150 IBS 1/2" AGG (BAY MINETTE)	TONS	180	$ 48.90	$ 8,802.00
	424B ASPHALT @ 220 IBS 3/4"AGG (BAY MINETTE)	TONS	470	$ 43.80	$ 20,586.00
	TACK	GAL	200	$ 2.38	$ 476.00
	YELLOW PAINT	GAL	10	$ 8.57	$ 85.70
	BLUE PAINT	GAL	5	$ 14.70	$ 73.50
	GLASS BEADS - TYPE I	LBS	105	$ 0.28	$ 29.40
	GLASS BEADS - TYPE IV	LBS	25	$ 0.62	$ 15.50
	PAVING TOTAL				**$ 30,068.10**
	TOTAL				**$ 52,426.35**
	TOTAL COST ESTIMATE				**$ 97,552.39**

Perdido Volunteer Fire Department

Baldwin County Commission

Agenda Action Form

File #: 18-0681, **Version:** 1 **Item #:** BN3

Meeting Type: BCC Regular Meeting
Meeting Date: 8/7/2018
Item Status: New
From: Joey Nunnally, P.E., County Engineer
Submitted by: Audra E. Mize, Operations Support Specialist II

ITEM TITLE
Rabun Volunteer Fire Department - Slope Correction

STAFF RECOMMENDATION
Approve the Highway Department to add materials and lessen the slope around the fire station at the Rabun Volunteer Fire Department for an estimated cost of $3,450.00 for labor. The Rabun Volunteer Fire Department will purchase the materials and will be invoiced the cost of labor upon completion of the project.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background:
The Rabun Volunteer Fire Department is requesting assistance from the Commission to add material and lessen the slope around the fire station.

This item was discussed at the July 19, 2018 Road and Bridge meeting.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Highway Accounting, Area 100 Maintenance

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Highway Accounting send invoice for labor costs to Rabun Volunteer Fire Department. Area 100 Maintenance will schedule the work.

Contact:
Chief Wendell Hall
Rabun Volunteer Fire Department
47860 Rabun Road
Bay Minette, Alabama 36507

Additional instructions/notes: N/A

RABUN VOLUNTEER FIRE DEPARTMENT

54320 Rabun Road
Bay Minette, Alabama 36507

JULY 18,2018

TO WHOM IT MAY CONCERN:

The RABUN VOL. FIRE DEPT. Board of Directors met with Chief Wendell Hall July 17, 2018 concerning the price of $9,500.00 charge for hauling dirt, removing trees and laying sod at the Station #1 Fire House. The Board of Directors agreed.

BOARD OF DIRECTORS:::
CHIEF----- WENDELL HALL
ASST.-----AUBERY PAUL
BOD-------NORRIS HALL
BOD-------STEVEN SEXTON
BOD-------CODY NALL

APPROVED BY WENDELL HALL

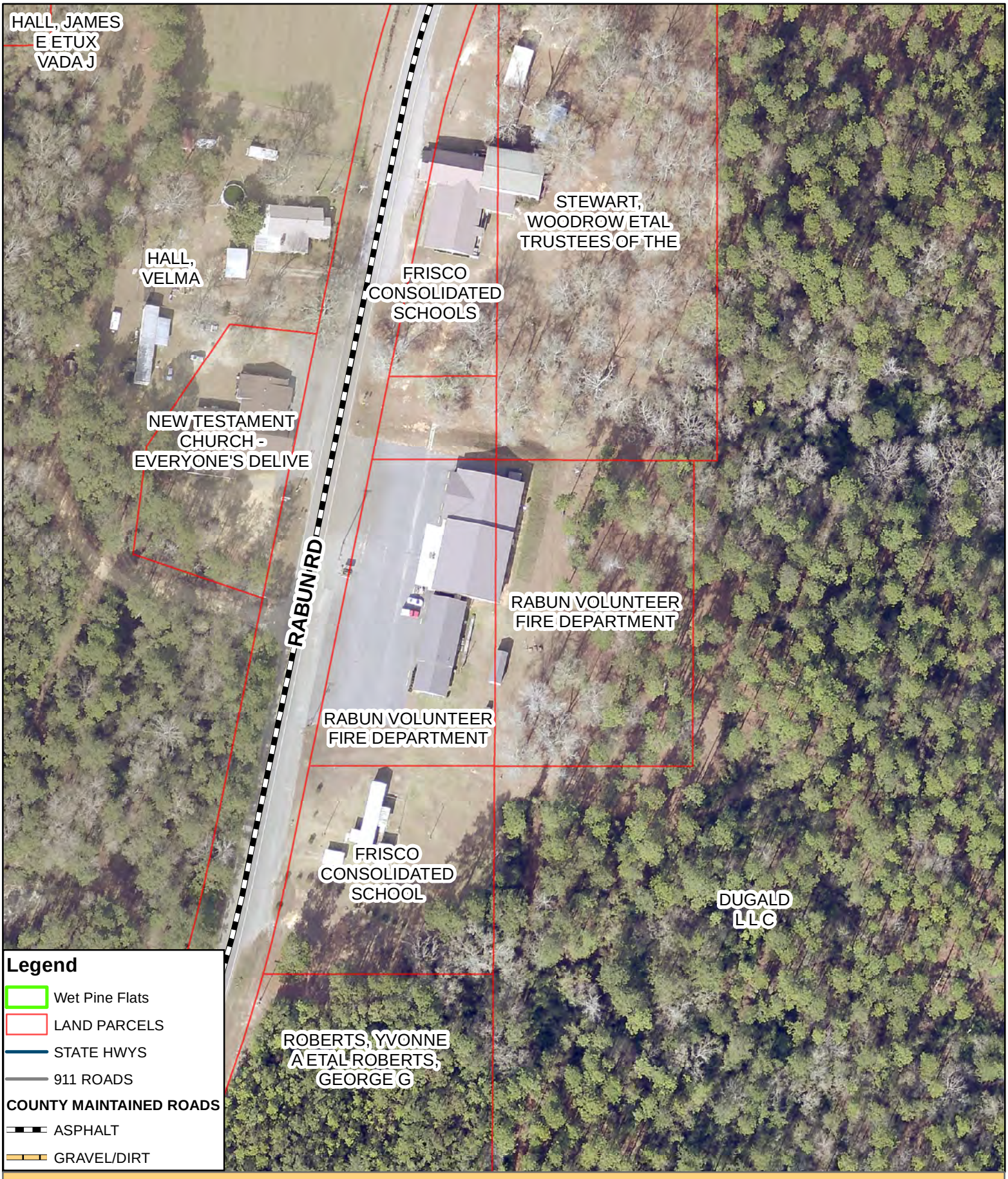
Wendell Hall

Preventing Fire Is Everyone's Responsibility!

Baldwin County Highway Department Estimate Sheet

DATE	5/1/2018		Area: 100		
REQUESTED BY:	Chief Wendall Hall			Length	Wideth
LOCATION	Rabun Volunteer Fire Dept.			280FT	40FT
Scope of Work:	Add material and grade slope around fire station				

ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT COST	SUBTOTAL
1	**EQUIPMENT**				
	TRACKHOE	HOURS	5	$ 228.00	$ 1,140.00
	DOZER	HOURS	25	$ 72.50	$ 1,812.50
	DUMP TRUCK TRI-AXLE	HOURS	72	$ 75.50	$ 5,436.00
	LOADER	HOURS	10	$ 104.00	$ 1,040.00
	LOWBOY TRUCK/TRAILER	HOURS	3	$ 71.60	$ 214.80
	EQUIPMENT TOTAL				$ 9,643.30
2	LABOR				
	MAN HOURS WITH EQUIPMENT	HOURS	115	$ 30.00	$ 3,450.00
	LABOR TOTAL				$ 3,450.00
3	MATERIAL				
	BASE DIRT	YARDS	945	$ 2.50	$ 2,362.50
	TOPSOIL	YARDS	315	$ 3.00	$ 945.00
	SILT FENCE	KITS	1	$ 280.50	$ 280.50
	SOD (Pickup) Bermuda/Tifton 30" Rolls	SQ YDS	1277.65	$ 1.50	$ 1,916.48
	MATERIAL TOTAL			$ -	$ 5,504.48
	TOTAL COST ESTIMATE			**$ -**	**$ 18,597.78**



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Rabun Volunteer Fire Department

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Miles

Baldwin County Commission

Agenda Action Form

File #: 18-0719, **Version:** 1 **Item #:** BN4

Meeting Type: BCC Regular Meeting
Meeting Date: 8/7/2018
Item Status: New
From: Joey Nunnally, P.E., County Engineer
Wanda Gautney, Purchasing Director
Submitted by: Audra Mize, Operations Support Specialist II

ITEM TITLE
Replacement of Damaged Fence at the Area 100 Maintenance Facility Located in Bay Minette, Alabama

STAFF RECOMMENDATION
Approve and authorize the Highway Department to replace the damaged fence at the Area 100 Maintenance Facility located in Bay Minette, Alabama at an estimated cost of $26,000.00.

Funding source will be from Commission Miscellaneous Appropriations Contingency Fund (51990.5290).

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The security fence around the Area 100 Maintenance facility has become extremely dilapidated due to age. Several sections of the fence have failed allowing direct exposure to the adjacent mobile home park along the west side of the maintenance facility. The fence has been patched over the years but is now too degraded for repair and is a safety and security issue. Materials will be purchased from the current County annual bid.

FINANCIAL IMPACT

Total cost of recommendation: $26,000.00

Budget line item(s) to be used: 51990.5290

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

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?
No

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? No

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 08/17/2018

Individual(s) responsible for follow up: Wanda Gautney/Frank Lundy

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Wanda Gautney will issue purchase order.

Additional instructions/notes: N/A

Baldwin County Commission

Agenda Action Form

File #: 18-0717, **Version:** 1 **Item #:** BN5

Meeting Type: BCC Regular Meeting
Meeting Date: 8/7/2018
Item Status: New
From: Joey Nunnally, P.E., County Engineer
Wanda Gautney, Purchasing Director
Submitted by: Lisa Sangster, Chief Administrative Assistant

ITEM TITLE
Highway Department - Purchase of a Woods Batwing Rotary Mower

STAFF RECOMMENDATION
Approve the purchase of a Woods 15.60 Batwing Rotary mower in the amount of $14,777.00 charging to 53130.5560 (Construction Equipment).

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The mower to be replaced has become unreliable causing high repair costs and downtime for the crew.

FINANCIAL IMPACT

Total cost of recommendation: $14,777.00

Budget line item(s) to be used: 53130.5560

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: Wanda Gautney, Purchasing Director

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Wanda Gautney to place order for mower.

Additional instructions/notes: N/A

COBLENTZ
Equipment & Parts Co., Inc.

10400 Highway 80 East
Montgomery, AL 36117

Post Office Box 242608
Montgomery, AL 36124

1-334-215-8600 1-800-239-3353 FAX 1-334-215-8532

Baldwin County
22220 West Boulevard
Silverhill, AL.36576

Dear Bill,

We appreciate the opportunity to quote this equipment. Below you will find the pricing and contract information on the equipment requested. This pricing includes delivery and training. Specs and literature will be attached to this quote.

Woods 15.60 Batwing Rotary mower-$14,777.00
State contract line 2 0200610

Jason Royal
Coblentz Equipment
10400 US Hwy 80 East
Montgomery, AL. 36117
Office-334-215-8600
Cell-334-782-1137

State of Alabama
Department of Finance
Division of Purchasing
Master Agreement

New

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: **MA 999 180000000235**

NOT TO EXCEED AMOUNT:

Begin Date:	05/08/2018	Procurement Folder:	552924
Expiration Date:	05/07/2019	Procurement Type:	Master Agreement
Solicitation Number:		Replaces Award Document:	
Award Date:		Replaced by Award Document:	
Modification Date:	05/14/18	Version Number:	1

CONTACT INFORMATION

REQUESTOR:
Crist Watts
334-242-4291
crist.watts@purchasing.alabama.gov

ISSUER:
Crist Watts
334-242-4291
crist.watts@purchasing.alabama.gov

BUYER:
Crist Watts
334-242-4291
crist.watts@purchasing.alabama.gov

CONTRACT DESCRIPTION

-MA- T226 RIGHT OF WAY MOWERS

Ship To:

Bill To:

REASON FOR MODIFICATION

VENDOR INFORMATION

Name /Address:

VC000054398: Coblentz Equipment & Parts Co

10400 Highway 80 East

Montgomery AL 36117

Contact:

Craig Coblentz
3342158600
Matthew@Coblentzep.Com

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0	EA	$12,977.070000	$0.00			$0.00	$0.00

0200610 - CUTTERS, BRUSH, ROTARY
10' ROTARY CUTTER
10' ROTARY CUTTER HIGHWAY TYPE.

SEE SPECIFICATION 18E02

MAKE: Woods
MODEL: BW10.60

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	EA	$14,777.000000	$0.00			$0.00	$0.00

0200610 - CUTTERS, BRUSH, ROTARY
15' ROTARY CUTTER
10' ROTARY CUTTER HIGHWAY TYPE.

SEE SPECIFICATION 18E02

MAKE: Woods
MODEL: BW15.60

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0		$0.000000	$0.00			$0.00	$0.00

0200610 - CUTTERS, BRUSH, ROTARY
OPTIONAL EQUIPMENT NOT LISTED
OPTIONAL EQUIPMENT NOT LISTED.

__20_____% DISCOUNT OFF LIST PRICE

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
4	0		$0.000000	$0.00			$0.00	$0.00

0200610 - CUTTERS, BRUSH, ROTARY
REPAIR / REPLACEMENT PARTS
REPAIR/REPLACEMENT PARTS NOT LISTED.
FOR ORIGINAL EQUIPMENT MANUFACTURERS PARTS ONLY

___10____% DISCOUNT OFF LIST PRICE

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
5	0	EA	$34,127.070000	$0.00			$0.00	$0.00

0200610 - CUTTERS, BRUSH, ROTARY
15' HYDRAULIC ROTARY CUTTER
15' HYDRAULIC ROTARY CUTTER HIGHWAY TYPE.

SEE SPECIFICATION 18E03

MAKE: Alamo
MODEL: Falcon 15

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
6	0		$0.000000	$0.00			$0.00	$0.00

0200610 - CUTTERS, BRUSH, ROTARY
OPTIONAL EQUIPMENT NOT LISTED
OPTIONAL EQUIPMENT NOT LISTED.

___17____% DISCOUNT OFF LIST PRICE

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total

Baldwin County Commission

Agenda Action Form

File #: 18-0680, **Version:** 1 **Item #:** BN6

Meeting Type: BCC Regular Meeting
Meeting Date: 8/7/2018
Item Status: New
From: Joey Nunnally, P.E., County Engineer
Submitted by: Audra E. Mize, Operations Support Specialist II

ITEM TITLE
Transfer of a Portion of County Road 8 East to the City of Gulf Shores

STAFF RECOMMENDATION
Take the following actions:

1. Pursuant to Alabama Code 11-49-80, cease County control, management, supervision regulation, repair, maintenance and improvement of County Road 8 East from State Highway 59 to the End of County Maintenance, approximately 5,255 feet, and remove the said road from the County Maintained Road List effective August 7, 2018; and

2. Authorize the Chairman to notify the City of Gulf Shores, by letter, of the foregoing action and the City of Gulf Shores' responsibility for the said road; and

3. Authorize the Chairman to execute a Quitclaim Deed.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The City of Gulf Shores annexed the above portion of County Road 8 subsequent to July 7, 1995. The City of Gulf Shores adopted Ordinance No. 1901 on July 9, 2018, to change the street name from County Road 8 East to Coastal Gateway Boulevard.

This item was discussed during the July 24, 2018 Work Session.

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: Quitclaim deed template used as previously approved by County Attorney.

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administrative Staff

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Administrative Staff prepare letter and have Chairman execute Quitclaim deed and letter. Send original quitclaim deed to Debra Morris for recording and delivery to the City of Gulf Shores.

Contact:
City of Gulf Shores
P.O. Box 299
Gulf Shores, Alabama 36547

Additional instructions/notes: N/A

THIS INSTRUMENT PREPARED BY:
BALDWIN COUNTY HIGHWAY DEPARTMENT
ROBERTSDALE, ALABAMA 36567

STATE OF ALABAMA	)	**COUNTY ROAD 8 FROM STATE ROUTE 59 EAST TO**
COUNTY OF BALDWIN	)	**FOLEY BEACH EXPRESS** TO OK

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that this Quitclaim Deed is made by **Baldwin County, Alabama**, Grantor, hereinafter referred to as the Party of the First Part, and the **City of Gulf Shores**, Alabama, an Alabama municipal corporation, Grantee, hereinafter referred to as the Party of the Second Part, in and for good and valuable consideration given by the City of Gulf Shores, Alabama, the receipt whereof is hereby acknowledged, have and by these presents do hereby REMISE , RELEASE, QUITCLAIM AND CONVEY unto the City of Gulf Shores, Alabama, its successors or assigns, all of Baldwin County, Alabama's right, title, interest and claim in and to the following described real estate subject to the covenants contained herein and the rights of any utilities which may be on, over, or under said real estate, situated in Baldwin County, Alabama:

A part of the South One-Half of Section 21, Township 8 South, Range 4 East; A part of the North One-Half of Section 28, Township 8 South, Range 4 East; A part of the South One-Half of Section 22, Township 8 South, Range 4 East; A part of the North One-Half of Section 27, Township 8 South, Range 4 East; Baldwin County, Alabama and being more fully described as follows:

It is the intent of this document to convey unto the City of Gulf Shores, Alabama, any and all right and title to that portion of the right-of-way owned and maintained by Baldwin County along County Road 8 beginning at east right-of-way of State Route 59 running east to the west right-of-way line of the Foley Beach Express; said right-of-way being quitclaimed is described in Real Property Book 422 page 1690; Real Property Book 422 page 1691; Real Property Book 423 page 735; Real Property Book 421 page 695; Real Property Book 420 page 1103; Real Property Book 453 page 71; Real Property Book 422 page 1373; Real Property Book 421 page 349; Real Property Book 420 page 1104; Real Property Book 421 page 693; RainTree

GRANTOR'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

GRANTEE'S ADDRESS:

CITY OF GULF SHORES
P.O. BOX 299
GULF SHORES, ALABAMA 36547

Subdivision Slide 2163-D and Slide 2430-A; Instrument No. 536591; Instrument No. 542966; Instrument No. 542965; Instrument No. 542963; Real Property Book 421 page 693; Real Property Book 420 page 915; Real Property Book 420 page 914.
It is also the intent to convey any and all prescriptive right-of-way that Baldwin County, Alabama may own.

TO HAVE AND TO HOLD by the City of Gulf Shores, Alabama, or its assigns forever.

This the _____ day of _____, 2018.

BALDWIN COUNTY, ALABAMA

_____
By: Frank Burt, Jr.
As Chairman of Baldwin County Commission

Attest

_____

By: Ronald J. Cink
County Administrator of Baldwin County Commission

STATE OF ALABAMA
COUNTY OF BALDWIN

I,_____, a Notary Public, in and for said County in said State, hereby certify that Frank Burt, Jr., whose name as Chairman of the County Commission of BALDWIN COUNTY, ALABAMA, a political subdivision of the State of Alabama, and Ronald J. Cink, whose name as County Administrator , are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said political subdivision, of the State of Alabama.

Given under my hand and seal this_____day of_____, 2018.

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

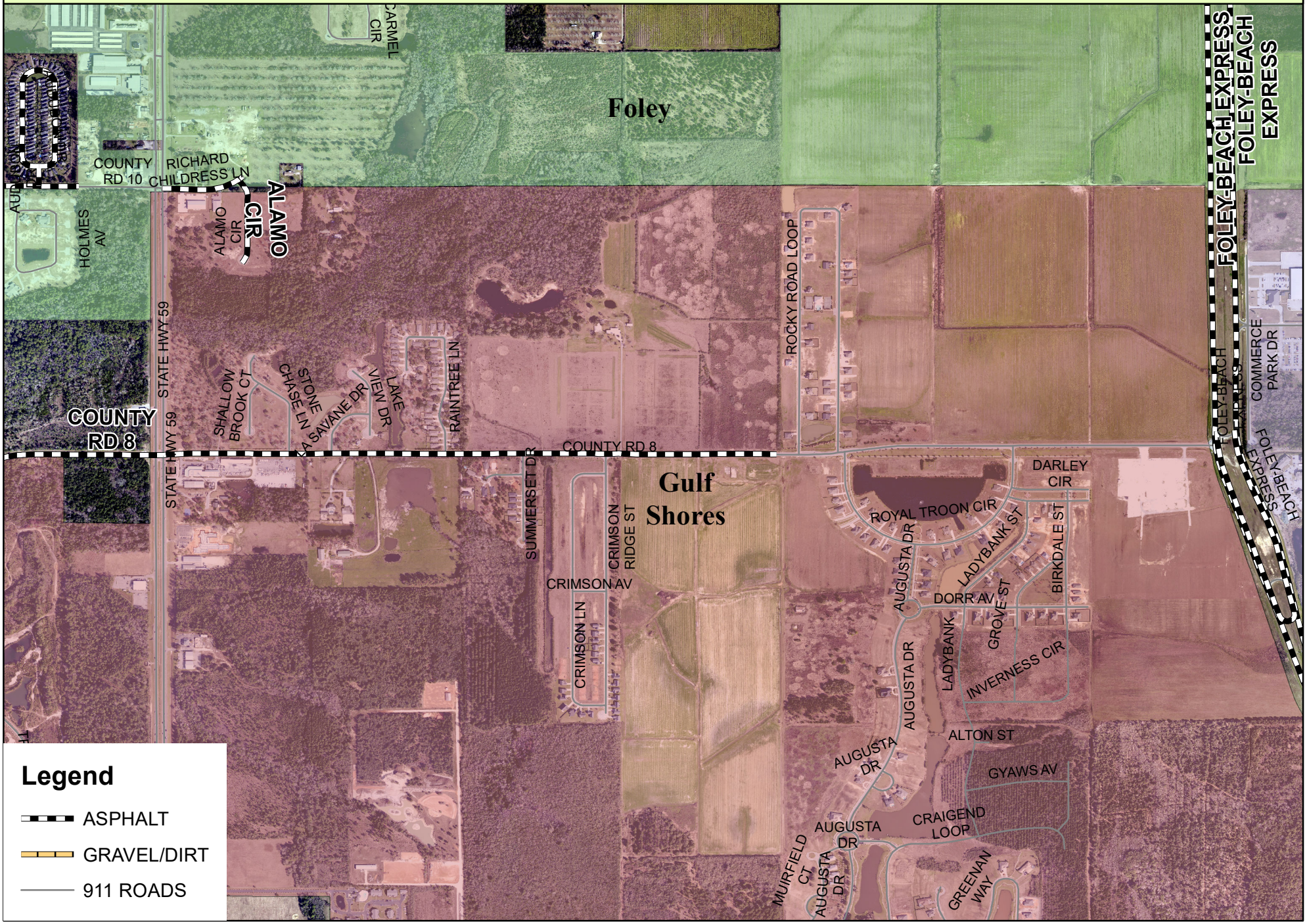
GRANTOR'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

GRANTEE'S ADDRESS:

CITY OF GULF SHORES
P.O. BOX 299
GULF SHORES, ALABAMA 36547

COUNTY ROAD 8 FROM HWY 59 TO END OF MAINTENANCE



COUNTY ROAD 8 TO BE QUITCLAIMED TO THE CITY OF GULF SHORES FROM STATE ROUTE 59 EAST TO FOLEY BEACH EXPRESS

ORDINANCE NO. 1901

AN ORDINANCE TO CHANGE STREET NAME FROM COUNTY ROAD 8 EAST TO COASTAL GATEWAY BOULEVARD

WHEREAS, there currently exists a roadway shown on maps as County Road 8 East;

WHEREAS, with the recent annexation of both sides of County Road 8, the City has determined County Road 8 should be renamed as a city road.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GULF SHORES, ALABAMA, WHILE IN REGULAR SESSION ON 2018, as follows:

Section 1. That the roadway shown on maps as County Road 8 East, be and it is hereby named Coastal Gateway Boulevard from its intersection with State Highway 59 to its intersection with the Foley Beach Express for a distance of 8,950 feet.

Section 2. That attached to this Ordinance is a map delineating the locations of Coastal Gateway Boulevard.

Section 3. That this Ordinance shall become effective upon its adoption and publication as required by law.

ADOPTED this 9th day of July, 2018.

Robert Craft, Mayor

CITY OF GULF SHORES
GULF SHORES ALABAMA

ATTEST:

Wanda Parris, MMC
City Clerk

CERTIFICATE

I, Wanda Parris, MMC, City Clerk of the City of Gulf Shores, Alabama, do hereby certify that the foregoing is a true and correct copy of Ordinance No. 1901 (prepared by City Clerk), which Ordinance was duly and legally adopted at a regular meeting of the City Council on July 9, 2018, and the same was duly published as required by law in the City of Gulf Shores, Alabama.

City Clerk

Baldwin County Commission

Agenda Action Form

File #: 18-0703, **Version:** 1 **Item #:** BN7

Meeting Type: BCC Regular Meeting
Meeting Date: 8/7/2018
Item Status: New
From: Joey Nunnally, P.E., County Engineer
Sarah Hart Sislak, MPO Coordinator
Submitted by: Lisa Sangster, Chief Administrative Assistant

ITEM TITLE
Eastern Shore Metropolitan Planning Organization - Streetlytics Data Purchase

STAFF RECOMMENDATION
Approve the Baldwin County Commission providing the Eastern Shore Metropolitan Planning Organization's (MPO) portion of 20% matching funds ($1,143.71) for the purchase of Streetlytics Data.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Streetlytics provides data that is accurate, up-to-date and useful in MPO planning efforts. Streetlytics has submitted a proposal to the Alabama Transportation Planners Association (ATPA) that would provide data to all 14 MPOs in the State of Alabama for $225,000.00. The State has agreed to cover 80% of the total cost. The remaining 20% would be covered by local match from each MPO. The Eastern Shore MPO's portion of the 20% match is $1,143.71.

FINANCIAL IMPACT

Total cost of recommendation: $1,143.71

Budget line item(s) to be used: 51932.5211.1

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: Sarah Hart Sislak

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Sarah will handle all follow up for purchase.

Additional instructions/notes: N/A

ALABAMA TRANSPORTATION PLANNERS ASSOCIATION

June 28, 2018

Mr. John Cooper
Transportation Director, ALDOT
1409 Coliseum Boulevard
Montgomery, AL 36110

RE: Purchase of STREETLYTICS software

Mr. Cooper:

The Alabama Transportation Planners Association (ATPA) represents the staff of all the Metropolitan Planning Organizations (MPOs), and Rural Planning Organizations (RPOs), in the State of Alabama. CUBE VOYAGER is the modeling software used by ALDOT and MPOs for travel demand forecasting. ALDOT and MPOs use CUBE VOYAGER models as decision-making tools to provide justification for billions of dollars in major road projects statewide in the State's 25 year Long Range Transportation Plans.

However, these decisions are based on outdated and potentially inaccurate parameters in the models. In the past 20 years, parts of Alabama have experienced significant jobs and population growth, which has not been reflected in these parameters. The enormity of datasets required to manually update CUBE VOYAGER is time-consuming and expensive.

To address this issue, in 2012, one MPO paid $125,000 to a consultant to calibrate the CUBE VOYAGER model with updated parameters for their MPO area. In 2018, another MPO budgeted $150,000 to acquire similar data and make similar model updates.

CUBE VOYAGER is purchased annually by ALDOT from CITILABS and provided to the MPOs. CITILABS has responded to the issues in CUBE VOYAGER and developed new software, STREETLYTICS, which has the ability to update the modeling parameters for every MPO in the State. STREETLYTICS compiles billions of data points from sources including GPS, cellular, Bluetooth, demographics, and traffic counts. The modeling parameters the MPOs are using today were developed in 1995 by Gorove/Slade, using Census data. Knowing that the technology is available to update the modeling parameters, while continuing to use parameters developing from the 1990 Census, is concerning.

The ATPA, and its member MPOs, have reviewed the attached STREETLYTICS proposal from CITILABS. The purchase of STREETLYTICS, as outlined in this proposal, is not a want, but a need. STREETLYTICS will improve every model in the state with updated data for a one-time fee of $225,000.

ALABAMA TRANSPORTATION PLANNERS ASSOCIATION

The models used by ALDOT and the MPOs are only as good as the data. Therefore, ATPA urges ALDOT to please consider the attached proposal.

Mr. Kevin Harrison, PTP
Mobile MPO, ATPA President

Mr. Scott Tillman
Birmingham MPO, ATPA Vice President

Mr. Reginald Franklin
Dothan MPO, ATPA Secretary/Treasurer

PROPOSAL FOR ALABAMA DEPARTMENT OF TRANSPORTATION

streetlytics™

CITILABS

CITILABS | 2005 N STREET | SACRAMENTO, CA 95811 | USA

CITILABS

MEMORANDUM

To: Alabama DOT

From: Citilabs

Date: 5/29/2018

Subject: Streetlytics Data to Support Travel Demand Modeling

Background

Travel demand models in the State of Alabama have typically been developed with little data on observed travel occurring in each region. Streetlytics is the first comprehensive understanding of movement in America, which is accomplished by compiling billions of data points from a variety of sources - including GPS, cellular, Bluetooth, demographics, and traffic counts. This project proposes to compile and use Streetlytics data for Alabama's Metropolitan Planning Organization (MPO) modeled regions to deliver data useful in travel demand model development and use. This offers Alabama its first opportunity to systematically build travel demand models using locally observed travel data, rather than relying on average parameters derived from other regions.

Scope of Work – Travel Demand Model Development Supporting Data

Citilabs will deliver the following data to support travel demand model development activities in the State of Alabama:

1. Origin-Destination (OD) trip matrices for MPO TAZ geographies. OD matrices will represent average annual conditions (M-Th) for consistency with AADT counts, five daily periods, and trip purposes (Home-Based Work – HBW; Home-Based School – HBS; Home-Based Other – HBO; Non-Home Based – NHB; Internal-External-Internal – IXI; and External-External – XX). The data will be for the most recent year available in Streetlytics. This product requires MPO TAZ boundary shapefiles and their associated coordinate system details.
2. Daily household trip rate summary for HBW, HBS, HBO, and NHB trip purposes. This product requires MPO socioeconomic data for households.
3. Trip Length Frequency Distributions by trip purpose, and by distance and time (using loaded network free-flow and congested times). This product requires the network skimming script for each MPO area to ensure consistency with each model's setup.
4. Friction Factors by trip purpose based on the derived average trip lengths.
5. IXI trip end correlation matrix for socioeconomic variables. This product requires the socioeconomic data for each MPO.
6. XY scatter plots of modeled and Streetlytics OD matrices.

Responsibilities/Expectations

Citilabs will be responsible for compiling data for the applicable MPO regions and delivering the data products to ALDOT. ALDOT will be responsible for coordinating with MPOs to compile TAZ shapefiles, network coordinate system definitions, TAZ socioeconomic data, loaded highway

networks, link variable data dictionaries, Voyager highway skimming scripts, and modeled OD matrices by trip purpose for all applicable MPOs, and delivering them to Citilabs.

Deliverables

Citilabs will deliver OD matrices in Cube binary format. Other deliverables will be provided in Excel spreadsheets.

The anticipated MPO areas are those where the primary travel demand modeling responsibilities are within the State of Alabama. The assumed regions are:

- Shoals Area
- Decatur
- Huntsville Area
- Gadsden-Etowah
- Birmingham
- Calhoun Area (Anniston)
- Tuscaloosa Area
- Montgomery
- Auburn-Opelika
- Southeast Wiregrass (Dothan)
- Mobile
- Eastern Shore

Each MPO + DOT will be given 1 User ID to access the Streetlytics Web Demo Application.

Project Budget

The cost to compile and deliver the data products is estimated at $225,000. Payment by ALDOT to Citilabs under this agreement will be Lump Sum with payments made based on receipt of project deliverables as follows:

$45,000 (20%) Invoiced upon execution of this agreement.

Data will be delivered for MPOs grouped into four batches, with each batch being invoiced at:

$45,000 (20%) Invoiced upon delivery of data for batch #1
$45,000 (20%) Invoiced upon delivery of data for batch #2
$45,000 (20%) Invoiced upon delivery of data for batch #3
$45,000 (20%) Invoiced upon delivery of data for batch #4

Project Schedule

Citilabs will complete all work in accordance with this proposed scope of work within 6 months of receipt of notice-to-proceed from ALDOT. Citilabs staff will work with ALDOT and MPO staff to identify a pattern of regular progress reporting via teleconference, email, or webinar.

From: Sarah C. Hart
To: Lisa Sangster
Subject: Fwd: Streetlytics
Date: Wednesday, July 18, 2018 11:35:29 AM

Sent from my iPhone

Begin forwarded message:

From: Kevin Harrison <kharrison@sarpc.org>
Date: July 13, 2018 at 9:46:01 AM CDT
To: Sarah Sislak - Eastern Shore MPO Coordinator <SHART@baldwincountyal.gov>, "'Scott Tillman (STillman@rpcgb.org)' (STillman@rpcgb.org)" <STillman@rpcgb.org>, "Reginald Franklin (rbfranklin@dothan.org)" <rbfranklin@dothan.org>, "Dewayne Hellums - Decatur MPO Director of Transportation Planning" <dhellums@decatur-al.gov>, "David Norris - WARC Trasnportation Planning Director" <david.norris@westal.org>, Daniel Wyatt <dwyatt@lrcog.com>, "East Alabama Regional Planning and Development Commission - Dawn Landholm (dawn.landholm@earpdc.org)" <dawn.landholm@earpdc.org>, Meinrad Tabengwa - Gadsden Etowah MPO Director <mtabengwa@cityofgadsden.com>, "rsmith@montgomeryal.gov" <rsmith@montgomeryal.gov>, "Jesse Turner - NWACLG Director of Transportation Planning" <jturner@nacolg.org>, "Colburn, Paige" <paige.colburn@huntsvilleal.gov>
Subject: RE: Streetlytics

These numbers were updated by using ALDOT's UA numbers. I have received some positive feedback at this point. If anyone would like to discuss this with me, please give me a call. I need to hear from everyone as to whether it is a possibility for their MPO.

Anniston	79,796	0.035	$1,590.42
Auburn	74,741	0.033	$1,489.67
Birmingham	749,495	0.332	$14,938.29
Eastern Shore	57,383	0.025	$1,143.71
Decatur	70,436	0.031	$1,403.87
Dothan	68,781	0.030	$1,370.88
Gadsden	64,172	0.028	$1,279.02
Huntsville	286,692	0.127	$5,714.10
Mobile	326,183	0.144	$6,501.20
Montgomery	263,907	0.117	$5,259.97
Shoals / Florence	77,074	0.034	$1,536.17
Tuscaloosa	139,114	0.062	$2,772.70
	2,257,774		$45,000.00

Kevin Harrison, PTP

South Alabama Regional Planning Commission
Director, Transportation
110 Beauregard St, Suite 207
Mobile, AL 36602
(251)706-4635
This e-mail and any attachments and the information they contain may be confidential, legally privileged and protected by law. Access by the intended recipient only is authorized. Sender shall not be liable (in negligence or otherwise) from any third party acting, or refraining from acting, on any information contained in this e-mail. If you are not the intended recipient, please notify the sender immediately by replying to this e-mail and do not disclose the contents to any other person, use it for any purpose, or store or copy the information in any medium. Copyright in this e-mail and attachments, created by us belongs to South Alabama Regional Planning Commission. Thank you for your cooperation.

Baldwin County Commission

Agenda Action Form

File #: 18-0707, **Version:** 1 **Item #:** BN8

Meeting Type: BCC Regular Meeting
Meeting Date: 8/7/2018
Item Status: New
From: Joey Nunnally, P.E., County Engineer
Submitted by: Lisa Sangster, Chief Administrative Assistant

ITEM TITLE
Execution of IRS Form 8283 for a Donated Right-of-Way on George Younce Road - Project No. 0204216 (Tract 4)

STAFF RECOMMENDATION
Take the following actions:

1. Accept 0.106 acres on George Younce Road - Project No. 0204216 (Tract 4) as a right-of-way donated to Baldwin County by Deloyd E. Williamson aka Deloyd Williamson and Patricia Ann Williamson aka Patricia A. Williamson on March 16, 2018 (Instrument No. 1685539 of Baldwin County Judge of Probate); and

2. Related to the aforesaid, authorize the Chairman to execute IRS Form 8283 for the donated right-of-way.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: On March 16, 2018, the Baldwin County Highway Department accepted a right-of-way donation on George Younce Road - Project No. 0204216 from Deloyd E. Williamson aka Deloyd Williamson and Patricia Ann Williamson aka Patricia A. Williamson.

By the Chairman executing the IRS Form 8283, the County is not indicating that it agrees with the valuation of the property, but rather the County is acknowledging the fact that the County did receive the property.

The only part of the form that will be signed by the Chairman is Part IV, Donee Acknowledgement, in which:

1. The date of receipt of the donation is acknowledged;

2. The County affirms that it will file an IRS information return should it dispose of the property within two (2) years after the date of receipt; and

3. The County states whether it intends to use the property for an unrelated use.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration Staff

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Administration Staff have Chairman sign IRS Form 8283. Mail original to Deloyd E. Williamson and send copy to Debra Morris.

Contact:

Deloyd E. Williamson
14324 George Younce Road
Foley, Alabama 36536

Additional instructions/notes: N/A

Form **8283**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Noncash Charitable Contributions

► **Attach to your tax return if you claimed a total deduction of over $500 for all contributed property.**

► **Information about Form 8283 and its separate instructions is at *www.irs.gov/form8283*.**

OMB No. 1545-0908

Attachment Sequence No. **155**

Name(s) shown on your income tax return

Deloyd E. Williamson aka Deloyd Williamson & Patricia Ann Williamson aka Patricia A. Williamson

Identifying number

Note. Figure the amount of your contribution deduction before completing this form. See your tax return instructions.

Section A. Donated Property of $5,000 or Less and Publicly Traded Securities—List in this section **only** items (or groups of similar items) for which you claimed a deduction of $5,000 or less. Also list publicly traded securities even if the deduction is more than $5,000 (see instructions).

Part I **Information on Donated Property—**If you need more space, attach a statement.

1	(a) Name and address of the donee organization	(b) If donated property is a vehicle (see instructions), check the box. Also enter the vehicle identification number (unless Form 1098-C is attached).	(c) Description of donated property (For a vehicle, enter the year, make, model, and mileage. For securities, enter the company name and the number of shares.)
A		☐	
B		☐	
C		☐	
D		☐	
E		☐	

Note. If the amount you claimed as a deduction for an item is $500 or less, you do not have to complete columns (e), (f), and (g).

	(d) Date of the contribution	(e) Date acquired by donor (mo., yr.)	(f) How acquired by donor	(g) Donor's cost or adjusted basis	(h) Fair market value (see instructions)	(i) Method used to determine the fair market value
A						
B						
C						
D						
E						

Part II **Partial Interests and Restricted Use Property—**Complete lines 2a through 2e if you gave less than an entire interest in a property listed in Part I. Complete lines 3a through 3c if conditions were placed on a contribution listed in Part I; also attach the required statement (see instructions).

2a Enter the letter from Part I that identifies the property for which you gave less than an entire interest ► _____
If Part II applies to more than one property, attach a separate statement.

b Total amount claimed as a deduction for the property listed in Part I: **(1)** For this tax year ► _____
(2) For any prior tax years ► _____

c Name and address of each organization to which any such contribution was made in a prior year (complete only if different from the donee organization above):
Name of charitable organization (donee)

Address (number, street, and room or suite no.)

City or town, state, and ZIP code

d For tangible property, enter the place where the property is located or kept ► _____

e Name of any person, other than the donee organization, having actual possession of the property ► _____

		Yes	No
3a	Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property?		
b	Did you give to anyone (other than the donee organization or another organization participating with the donee organization in cooperative fundraising) the right to the income from the donated property or to the possession of the property, including the right to vote donated securities, to acquire the property by purchase or otherwise, or to designate the person having such income, possession, or right to acquire?		
c	Is there a restriction limiting the donated property for a particular use?		

Name(s) shown on your income tax return | Identifying number

Deloyd E. Williamson aka Deloyd Williamson & Patricia Ann Williamson aka Patricia A. Williamson

Section B. Donated Property Over $5,000 (Except Publicly Traded Securities)—Complete this section for one item (or one group of similar items) for which you claimed a deduction of more than $5,000 per item or group (except contributions of publicly traded securities reported in Section A). Provide a separate form for each property donated unless it is part of a group of similar items. An appraisal is generally required for property listed in Section B. See instructions.

Part I Information on Donated Property—To be completed by the taxpayer and/or the appraiser.

4 Check the box that describes the type of property donated:

- **a** ☐ Art* (contribution of $20,000 or more)
- **b** ☐ Qualified Conservation Contribution
- **c** ☐ Equipment
- **d** ☐ Art* (contribution of less than $20,000)
- **e** ☑ Other Real Estate
- **f** ☐ Securities
- **g** ☐ Collectibles**
- **h** ☐ Intellectual Property
- **i** ☐ Vehicles
- **j** ☐ Other

*Art includes paintings, sculptures, watercolors, prints, drawings, ceramics, antiques, decorative arts, textiles, carpets, silver, rare manuscripts, historical memorabilia, and other similar objects.

**Collectibles include coins, stamps, books, gems, jewelry, sports memorabilia, dolls, etc., but not art as defined above.

Note. In certain cases, you must attach a qualified appraisal of the property. See instructions.

5	(a) Description of donated property (if you need more space, attach a separate statement)	(b) If tangible property was donated, give a brief summary of the overall physical condition of the property at the time of the gift	(c) Appraised fair market value
A	0.106 acres for County Road ROW	Very Good	
B			
C			
D			

	(d) Date acquired by donor (mo., yr.)	(e) How acquired by donor	(f) Donor's cost or adjusted basis	(g) For bargain sales, enter amount received	See instructions (h) Amount claimed as a deduction	See instructions (i) Date of contribution
A						
B						
C						
D						

Part II Taxpayer (Donor) Statement—List each item included in Part I above that the appraisal identifies as having a value of $500 or less. See instructions.

I declare that the following item(s) included in Part I above has to the best of my knowledge and belief an appraised value of not more than $500 (per item). Enter identifying letter from Part I and describe the specific item. See instructions. ▶ _____

Signature of taxpayer (donor) ▶ Date ▶

Part III Declaration of Appraiser

I declare that I am not the donor, the donee, a party to the transaction in which the donor acquired the property, employed by, or related to any of the foregoing persons, or married to any person who is related to any of the foregoing persons. And, if regularly used by the donor, donee, or party to the transaction, I performed the majority of my appraisals during my tax year for other persons.

Also, I declare that I perform appraisals on a regular basis; and that because of my qualifications as described in the appraisal, I am qualified to make appraisals of the type of property being valued. I certify that the appraisal fees were not based on a percentage of the appraised property value. Furthermore, I understand that a false or fraudulent overstatement of the property value as described in the qualified appraisal or this Form 8283 may subject me to the penalty under section 6701(a) (aiding and abetting the understatement of tax liability). In addition, I understand that I may be subject to a penalty under section 6695A if I know, or reasonably should know, that my appraisal is to be used in connection with a return or claim for refund and a substantial or gross valuation misstatement results from my appraisal. I affirm that I have not been barred from presenting evidence or testimony by the Office of Professional Responsibility.

Sign Here Signature ▶ Title ▶ Date ▶

Business address (including room or suite no.) | Identifying number

City or town, state, and ZIP code

Part IV Donee Acknowledgment—To be completed by the charitable organization.

This charitable organization acknowledges that it is a qualified organization under section 170(c) and that it received the donated property as described in Section B, Part I, above on the following date ▶ March 16, 2018

Furthermore, this organization affirms that in the event it sells, exchanges, or otherwise disposes of the property described in Section B, Part I (or any portion thereof) within 3 years after the date of receipt, it will file **Form 8282,** Donee Information Return, with the IRS and give the donor a copy of that form. This acknowledgment does not represent agreement with the claimed fair market value.

Does the organization intend to use the property for an unrelated use? . . . . . ▶ ☐ Yes ☑ No

Name of charitable organization (donee)	Employer identification number	
Baldwin County Commission		
Address (number, street, and room or suite no.)	City or town, state, and ZIP code	
312 Courthouse Square, Suite 11	Bay Minette, AL 36507	
Authorized signature	Title	Date
	Chairman	

THIS INSTRUMENT PREPARED BY THE
BALDWIN COUNTY HIGHWAY DEPARTMENT
ROBERTSDALE, ALABAMA 36567

DMC

STATE OF ALABAMA)

COUNTY OF BALDWIN)

Project No. 0204216
George Younce Road
G, D, B & Pave from CR 24 to EOM
05-55-06-13-0-000-009.000
05-55-06-13-0-000-009.004
Tract No. 4

FEE SIMPLE
WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten dollars ($10.00), cash in hand paid to the undersigned by Baldwin County, Alabama, the receipt of which is hereby acknowledged, I (we), the undersigned Grantor(s), Deloyd E. Williamson also known as Deloyd Williamson and Patricia Ann Williamson also known as Patricia A. Williamson, husband & wife, have this day bargained and sold, and by these presents do hereby GRANT, BARGAIN, SELL and CONVEY unto Baldwin County, Alabama, the following described property:

A part of the Northwest Quarter of the Southeast Quarter of Section 13, Township 7 South, Range 3 East, identified as Tract Number 4 on George Younce Road, Project No. 0204216 in Baldwin County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing at the purported northwest corner of the Northwest Quarter of the Southeast Quarter of Section 13, Township 7 South, Range 3 East in Baldwin County, Alabama;

Thence run southerly along said quarter line a distance of 592 feet, more or less, to a point;

Thence run easterly a distance of 20 feet, more or less, to the grantor's northwest property corner and being the Point of Beginning of the property herein to be conveyed;

Thence run easterly along the grantor's north property line a distance of 18 feet, more or less, to a point on the acquired R/W line;

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

19947
219307

BALDWIN COUNTY, ALABAMA
TIM RUSSELL PROBATE JUDGE
Filed/cert. 3/19/2018 1:38 PM
TOTAL $ 0.00
6 Pages

1685539

Thence run southerly along the acquired R/W line a distance of 312 feet, more or less, to a point on the grantor's south property line;

Thence run westerly along the grantor's south property line a distance of 12 feet, more or less, to the grantor's southwest property corner;

Thence run northerly along the grantor's west property line a distance of 312 feet, more or less, to the Point of Beginning of the property herein conveyed and containing 0.106 acres, more or less. ***(0.016 acres of the acquired right-of-way is prescriptive and owned by the Grantee and 0.090 acres is being acquired from the Grantor.)**

And as shown on the right of way map of record in the Baldwin County Highway Department, a copy of which is also deposited in the office of the Judge of Probate as an aid to persons and entities interested therein and as shown on the Property Sketch attached hereto and made a part hereof.

TO HAVE AND TO HOLD, unto Baldwin County, Alabama, its successors and assigns in fee simple forever.

AND FOR THE CONSIDERATION AFORESAID, I (we) do for myself (ourselves), for my (our) heirs, executors administrators, successors, and assigns covenant to and with Baldwin County, Alabama, that I (we) am (are) lawfully seized and possessed in fee simple of said tract or parcel of land hereinabove described; that I (we) have a good and lawful right to sell and convey the same as aforesaid; that the same is free of all encumbrances, liens, and claims, except the lien for advalorem taxes which attached on October 1, last past, and which is to be paid by the grantor; and that I (we) will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

THE GRANTOR(S) HEREIN FURTHER COVENANT(S) AND AGREE(S), that the purchase price above-stated is in full compensation to him-her (them) for this conveyance.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal this the 16th day of March, 2018.

Deloyd E. Williamson

Deloyd Williamson

Patricia Ann Williamson

Patricia A. Williamson

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

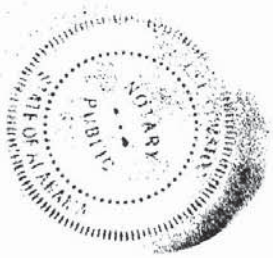
ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, Tracey L. Comstock, a Notary Public, in and for said County in said State, hereby certify that Deloyd E. Williamson aka Deloyd Williamson and Patricia Ann Williamson aka Patricia A. Williamson, whose name(s) are, signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 16th day of March, 2018.



Tracey L Comstock
NOTARY PUBLIC

My Commission Expires: November 3, 2020

ACKNOWLEDGMENT FOR CORPORATION

STATE OF ALABAMA

COUNTY OF BALDWIN

I, _____, a _____ in and for said County, in said State, hereby certify that _____ whose name as _____ of the _____ Company, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this _____ day of _____, A.D. 2018.

_____

Official Title _____

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

WAIVER OF RIGHTS TO APPRAISAL AND JUST COMPENSATION AND RIGHT-OF-ENTRY

GEORGE YOUNCE ROAD
COUNTY ROAD 24 TO EOM
PROJECT NO. 0204216
BALDWIN COUNTY
TRACT 4

I (We) the undersigned property owner(s) do hereby acknowledge that I (we) have been made aware of the fact that this project is not funded and could remain unfunded for some time.

I (We) hereby acknowledge that I (we) have been made aware of my (our) rights to an appraisal and just compensation and in further consideration of the benefits accrued to my (our) property from the above-referenced project, I (we) do hereby waive my (our) rights to said appraisal and just compensation and grant right-of-entry for the construction of same.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the 16th day of March, 2018.

Deloyd E. Williamson

Deloyd E. Williamson

Deloyd Williamson

Deloyd Williamson

Patricia Ann Williamson

Patricia Ann Williamson

Patricia A. Williamson

Patricia A. Williamson

GRANTEE'S MAILING ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, Tracey L. Comstock, a Notary Public, in and for said County in said State, hereby certify that Delyod E. Williamson aka Deloyd Williamson and Patricia Ann Williamson aka Patricia A. Williamson, whose name(s) are, signed to the foregoing conveyance and who are known to me, acknowledged before me on this day, being informed of the contents of this conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 16th day of March, 2018.

Tracey L Comstock
NOTARY PUBLIC

My Commission Expires: November 3, 2020

ACKNOWLEDGMENT FOR CORPORATION

STATE OF _____)

COUNTY OF _____)

_____, a _____ in and for said County, in said State, hereby certify that _____ whose name as _____ of the _____Company, a corporation, is signed to the foregoing conveyance, and who is known to me acknowledged before me on this day that, being informed of the contents of this conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

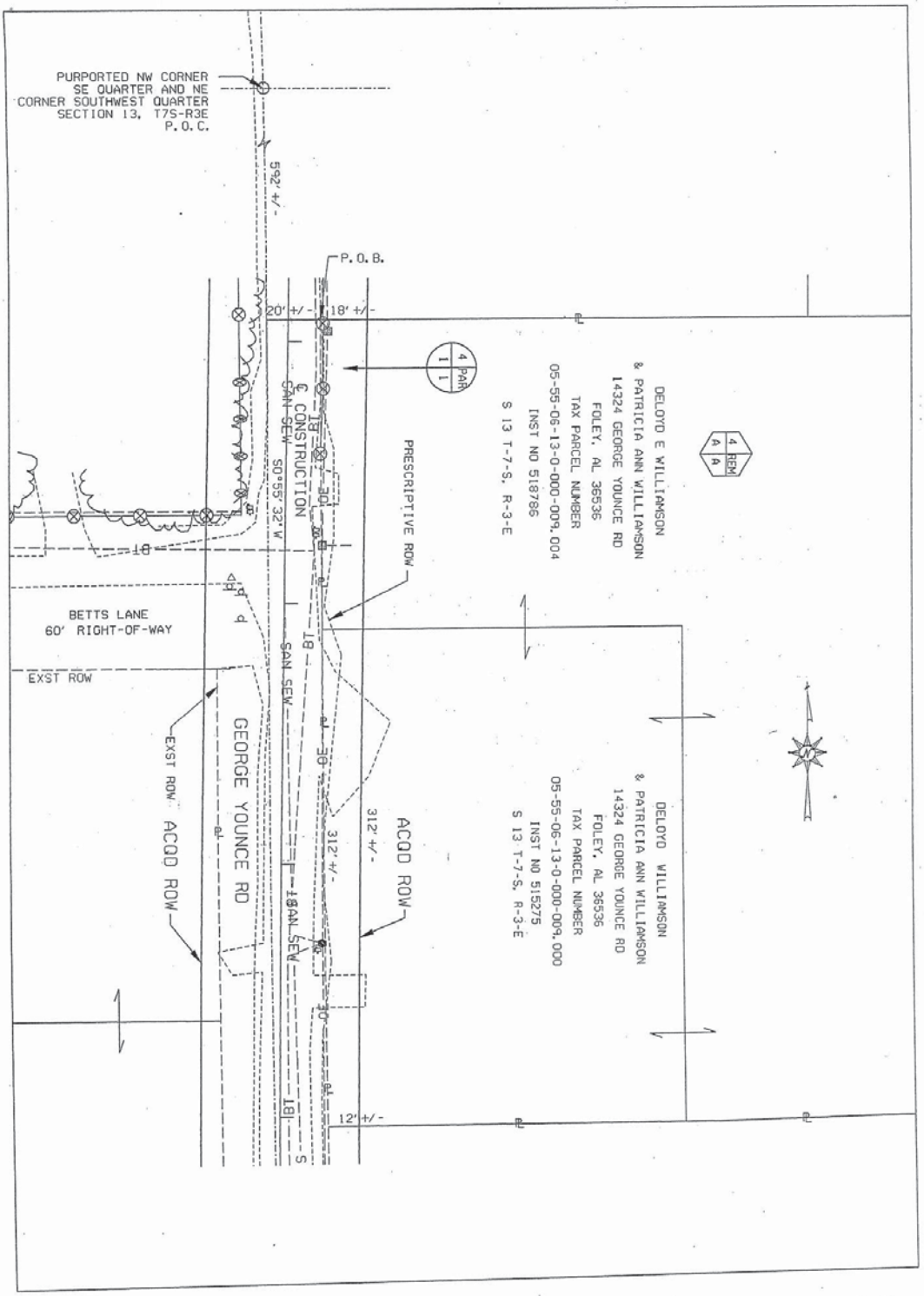
Given under my hand this _____ day of _____, A.D. 2018.

_____

Official Title_____

GRANTEE'S MAILING ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576



THIS IS NOT A BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO.	4	PROJECT NO.	0204216
OWNER	DELOYD E. & PATRICIA A. WILLIAMSON	COUNTY	BALDWIN
TOTAL ACREAGE	3.711	SCALE:	1" =50'
R.O.W. REQUIRED	0.090	DATE:	5-25-17
PRESCRIPTIVE R.O.W.	0.016	REVISED:	N/A
T.C.E. REQUIRED	N/A		1 OF 1
REMAINDER	3.605		

GEORGE YOUNCE ROAD
(Tract 4)

Baldwin County Commission

Agenda Action Form

File #: 18-0708, **Version:** 1 **Item #:** BN9

Meeting Type: BCC Regular Meeting
Meeting Date: 8/7/2018
Item Status: New
From: Joey Nunnally, P.E., County Engineer
Submitted by: Lisa Sangster, Chief Administrative Assistant

ITEM TITLE
Execution of IRS Form 8283 for a Donated Right-of-Way on George Younce Road - Project No. 0204216 (Tract 5)

STAFF RECOMMENDATION
Take the following actions:

1. Accept 0.047 acres on George Younce Road - Project No. 0204216 (Tract 5) as a right-of-way donated to Baldwin County by James W. Parker, III on March 15, 2018 (Instrument No. 1685057 of Baldwin County Judge of Probate); and

2. Related to the aforesaid, authorize the Chairman to execute IRS Form 8283 for the donated right-of-way.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: On March 15, 2018, the Baldwin County Highway Department accepted a right-of-way donation on George Younce Road - Project No. 0204216 from James W. Parker, III.

By the Chairman executing the IRS Form 8283, the County is not indicating that it agrees with the valuation of the property, but rather the County is acknowledging the fact that the County did receive the property.

The only part of the form that will be signed by the Chairman is Part IV, Donee Acknowledgement, in which:

1. The date of receipt of the donation is acknowledged;

2. The County affirms that it will file an IRS information return should it dispose of the property within

two (2) years after the date of receipt; and

3. The County states whether it intends to use the property for an unrelated use.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration Staff

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Administration Staff have Chairman sign IRS Form 8283. Mail original to James W. Parker, III and send copy to Debra Morris.

Contact:
James W. Parker, III
14371 George Younce Road

Foley, Alabama 36535

Additional instructions/notes: N/A

powered by Legistar™

Form **8283**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Noncash Charitable Contributions

► **Attach to your tax return if you claimed a total deduction of over $500 for all contributed property.**

► **Information about Form 8283 and its separate instructions is at *www.irs.gov/form8283*.**

OMB No. 1545-0908

Attachment Sequence No. **155**

Name(s) shown on your income tax return

James W. Parker, III

Identifying number

Note. Figure the amount of your contribution deduction before completing this form. See your tax return instructions.

Section A. Donated Property of $5,000 or Less and Publicly Traded Securities—List in this section **only** items (or groups of similar items) for which you claimed a deduction of $5,000 or less. Also list publicly traded securities even if the deduction is more than $5,000 (see instructions).

Part I **Information on Donated Property—**If you need more space, attach a statement.

1	(a) Name and address of the donee organization	(b) If donated property is a vehicle (see instructions), check the box. Also enter the vehicle identification number (unless Form 1098-C is attached).	(c) Description of donated property (For a vehicle, enter the year, make, model, and mileage. For securities, enter the company name and the number of shares.)
A		☐	
B		☐	
C		☐	
D		☐	
E		☐	

Note. If the amount you claimed as a deduction for an item is $500 or less, you do not have to complete columns (e), (f), and (g).

	(d) Date of the contribution	(e) Date acquired by donor (mo., yr.)	(f) How acquired by donor	(g) Donor's cost or adjusted basis	(h) Fair market value (see instructions)	(i) Method used to determine the fair market value
A						
B						
C						
D						
E						

Part II **Partial Interests and Restricted Use Property—**Complete lines 2a through 2e if you gave less than an entire interest in a property listed in Part I. Complete lines 3a through 3c if conditions were placed on a contribution listed in Part I; also attach the required statement (see instructions).

2a Enter the letter from Part I that identifies the property for which you gave less than an entire interest ► _____
If Part II applies to more than one property, attach a separate statement.

b Total amount claimed as a deduction for the property listed in Part I: **(1)** For this tax year ► _____
(2) For any prior tax years ► _____

c Name and address of each organization to which any such contribution was made in a prior year (complete only if different from the donee organization above):
Name of charitable organization (donee)

Address (number, street, and room or suite no.)

City or town, state, and ZIP code

d For tangible property, enter the place where the property is located or kept ► _____

e Name of any person, other than the donee organization, having actual possession of the property ► _____

		Yes	No
3a	Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property?		
b	Did you give to anyone (other than the donee organization or another organization participating with the donee organization in cooperative fundraising) the right to the income from the donated property or to the possession of the property, including the right to vote donated securities, to acquire the property by purchase or otherwise, or to designate the person having such income, possession, or right to acquire?		
c	Is there a restriction limiting the donated property for a particular use?		

Name(s) shown on your income tax return: James W. Parker, III | Identifying number:

Section B. Donated Property Over $5,000 (Except Publicly Traded Securities)—Complete this section for one item (or one group of similar items) for which you claimed a deduction of more than $5,000 per item or group (except contributions of publicly traded securities reported in Section A). Provide a separate form for each property donated unless it is part of a group of similar items. An appraisal is generally required for property listed in Section B. See instructions.

Part I Information on Donated Property—To be completed by the taxpayer and/or the appraiser.

4 Check the box that describes the type of property donated:

- **a** ☐ Art* (contribution of $20,000 or more)
- **b** ☐ Qualified Conservation Contribution
- **c** ☐ Equipment
- **d** ☐ Art* (contribution of less than $20,000)
- **e** ☑ Other Real Estate
- **f** ☐ Securities
- **g** ☐ Collectibles**
- **h** ☐ Intellectual Property
- **i** ☐ Vehicles
- **j** ☐ Other

*Art includes paintings, sculptures, watercolors, prints, drawings, ceramics, antiques, decorative arts, textiles, carpets, silver, rare manuscripts, historical memorabilia, and other similar objects.

**Collectibles include coins, stamps, books, gems, jewelry, sports memorabilia, dolls, etc., but not art as defined above.

Note. In certain cases, you must attach a qualified appraisal of the property. See instructions.

5	(a) Description of donated property (if you need more space, attach a separate statement)	(b) If tangible property was donated, give a brief summary of the overall physical condition of the property at the time of the gift	(c) Appraised fair market value
A	0.047 acres for County Road ROW	Very Good	
B			
C			
D			

	(d) Date acquired by donor (mo., yr.)	(e) How acquired by donor	(f) Donor's cost or adjusted basis	(g) For bargain sales, enter amount received	See instructions (h) Amount claimed as a deduction	See instructions (i) Date of contribution
A						
B						
C						
D						

Part II Taxpayer (Donor) Statement—List each item included in Part I above that the appraisal identifies as having a value of $500 or less. See instructions.

I declare that the following item(s) included in Part I above has to the best of my knowledge and belief an appraised value of not more than $500 (per item). Enter identifying letter from Part I and describe the specific item. See instructions. ▶ _____

Signature of taxpayer (donor) ▶ Date ▶

Part III Declaration of Appraiser

I declare that I am not the donor, the donee, a party to the transaction in which the donor acquired the property, employed by, or related to any of the foregoing persons, or married to any person who is related to any of the foregoing persons. And, if regularly used by the donor, donee, or party to the transaction, I performed the majority of my appraisals during my tax year for other persons.

Also, I declare that I perform appraisals on a regular basis; and that because of my qualifications as described in the appraisal, I am qualified to make appraisals of the type of property being valued. I certify that the appraisal fees were not based on a percentage of the appraised property value. Furthermore, I understand that a false or fraudulent overstatement of the property value as described in the qualified appraisal or this Form 8283 may subject me to the penalty under section 6701(a) (aiding and abetting the understatement of tax liability). In addition, I understand that I may be subject to a penalty under section 6695A if I know, or reasonably should know, that my appraisal is to be used in connection with a return or claim for refund and a substantial or gross valuation misstatement results from my appraisal. I affirm that I have not been barred from presenting evidence or testimony by the Office of Professional Responsibility.

Sign Here Signature ▶ Title ▶ Date ▶

Business address (including room or suite no.) | Identifying number

City or town, state, and ZIP code

Part IV Donee Acknowledgment—To be completed by the charitable organization.

This charitable organization acknowledges that it is a qualified organization under section 170(c) and that it received the donated property as described in Section B, Part I, above on the following date ▶ March 15, 2018

Furthermore, this organization affirms that in the event it sells, exchanges, or otherwise disposes of the property described in Section B, Part I (or any portion thereof) within 3 years after the date of receipt, it will file **Form 8282,** Donee Information Return, with the IRS and give the donor a copy of that form. This acknowledgment does not represent agreement with the claimed fair market value.

Does the organization intend to use the property for an unrelated use? . . . . . ▶ ☐ Yes ☑ No

Name of charitable organization (donee)	Employer identification number	
Baldwin County Commission		
Address (number, street, and room or suite no.)	City or town, state, and ZIP code	
312 Courthouse Square, Suite 11	Bay Minette, AL 36507	
Authorized signature	Title: Chairman	Date

Job ID: 336332

FORM ROW-4
Rev 10/03

THIS INSTRUMENT PREPARED BY THE
BALDWIN COUNTY HIGHWAY DEPARTMENT
ROBERTSDALE, ALABAMA 36567

D.M.D.C.

STATE OF ALABAMA)

COUNTY OF BALDWIN)

Project No. 0204216
George Younce Road
G, D, B & Pave from CR 24 to EOM
05-55-06-13-0-000-002.013
05-55-06-13-0-000-002.014
Tract No. 5

BALDWIN COUNTY, ALABAMA
TIM RUSSELL PROBATE JUDGE
Filed/cert. 3/15/2018 2:03 PM
TOTAL $ 0.00
6 Pages

1685057

FEE SIMPLE WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten dollars ($10.00), cash in hand paid to the undersigned by Baldwin County, Alabama, the receipt of which is hereby acknowledged, I (we), the undersigned Grantor(s), James W. Parker, III, unmarried man, have this day bargained and sold, and by these presents do hereby GRANT, BARGAIN, SELL and CONVEY unto Baldwin County, Alabama, the following described property:

A part of the Northeast Quarter of the Southwest Quarter of Section 13, Township 7 South, Range 3 East, identified as Tract Number 5 on George Younce Road, Project No. 0204216 in Baldwin County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing at the purported northeast corner of the Northeast Quarter of the Southwest Quarter of Section 13, Township 7 South, Range 3 East in Baldwin County, Alabama;

Thence run southerly along said quarter line a distance of 725 feet, more or less, to a point;

Thence run westerly a distance of 20 feet, more or less, to the grantor's northeast property corner and being the Point of Beginning of the property herein to be conveyed;

Thence run southerly along the grantor's east property line a distance of 273 feet, more or less, to a point on the grantor's south property line;

Thence run westerly along the grantor's south property line a distance of 10 feet, more or less, to a point on the acquired R/W line;

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

Thence run northerly along the acquired R/W line a distance of 273 feet, more or less, to a point on the grantor's north property line;

Thence run easterly along the grantor's north property line a distance of 5 feet, more or less, to the Point of Beginning of the property herein conveyed and containing 0.047 acres, more or less.

And as shown on the right of way map of record in the Baldwin County Highway Department, a copy of which is also deposited in the office of the Judge of Probate as an aid to persons and entities interested therein and as shown on the Property Sketch attached hereto and made a part hereof.

TO HAVE AND TO HOLD, unto Baldwin County, Alabama, its successors and assigns in fee simple forever.

AND FOR THE CONSIDERATION AFORESAID, I (we) do for myself (ourselves), for my (our) heirs, executors administrators, successors, and assigns covenant to and with Baldwin County, Alabama, that I (we) am (are) lawfully seized and possessed in fee simple of said tract or parcel of land hereinabove described; that I (we) have a good and lawful right to sell and convey the same as aforesaid; that the same is free of all encumbrances, liens, and claims, except the lien for advalorem taxes which attached on October 1, last past, and which is to be paid by the grantor; and that I (we) will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

THE GRANTOR(S) HEREIN FURTHER COVENANT(S) AND AGREE(S), that the purchase price above-stated is in full compensation to him-her (them) for this conveyance.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal this the 15th day of March, 2018.

James W. Parker, III

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

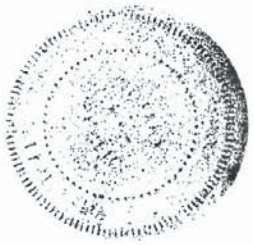
ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, Tracey L. Comstock, a Notary Public, in and for said County in said State, hereby certify that James W. Parker, III, whose name(s) is, signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 15th day of March, 2018.



Tracey L. Comstock
NOTARY PUBLIC

My Commission Expires: November 3, 2020

ACKNOWLEDGMENT FOR CORPORATION

STATE OF ALABAMA

COUNTY OF BALDWIN

I, _____, a _____ in and for said County, in said State, hereby certify that _____ whose name as _____ of the _____ Company, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this _____ day of _____, A.D. 2018.

_____

Official Title _____

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

WAIVER OF RIGHTS TO APPRAISAL AND JUST COMPENSATION AND RIGHT-OF-ENTRY

GEORGE YOUNCE ROAD
COUNTY ROAD 24 TO EOM
PROJECT NO. 0204216
BALDWIN COUNTY
TRACT 5

I (We) the undersigned property owner(s) do hereby acknowledge that I (we) have been made aware of the fact that this project is not funded and could remain unfunded for some time.

I (We) hereby acknowledge that I (we) have been made aware of my (our) rights to an appraisal and just compensation and in further consideration of the benefits accrued to my (our) property from the above-referenced project, I (we) do hereby waive my (our) rights to said appraisal and just compensation and grant right-of-entry for the construction of same.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the 15th day of March, 2018.

James W. Parker, III

GRANTEE'S MAILING ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, Tracey L. Comstock, a Notary Public, in and for said County in said State, hereby certify that James W. Parker, III, whose name(s) is, signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, being informed of the contents of this conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 15th day of March, 2018.

Tracey L. Comstock
NOTARY PUBLIC

My Commission Expires: November 3, 2020

ACKNOWLEDGMENT FOR CORPORATION

STATE OF _____)

COUNTY OF _____)

_____, a _____ in and for said County, in said State, hereby certify that _____ whose name as _____ of the _____Company, a corporation, is signed to the foregoing conveyance, and who is known to me acknowledged before me on this day that, being informed of the contents of this conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

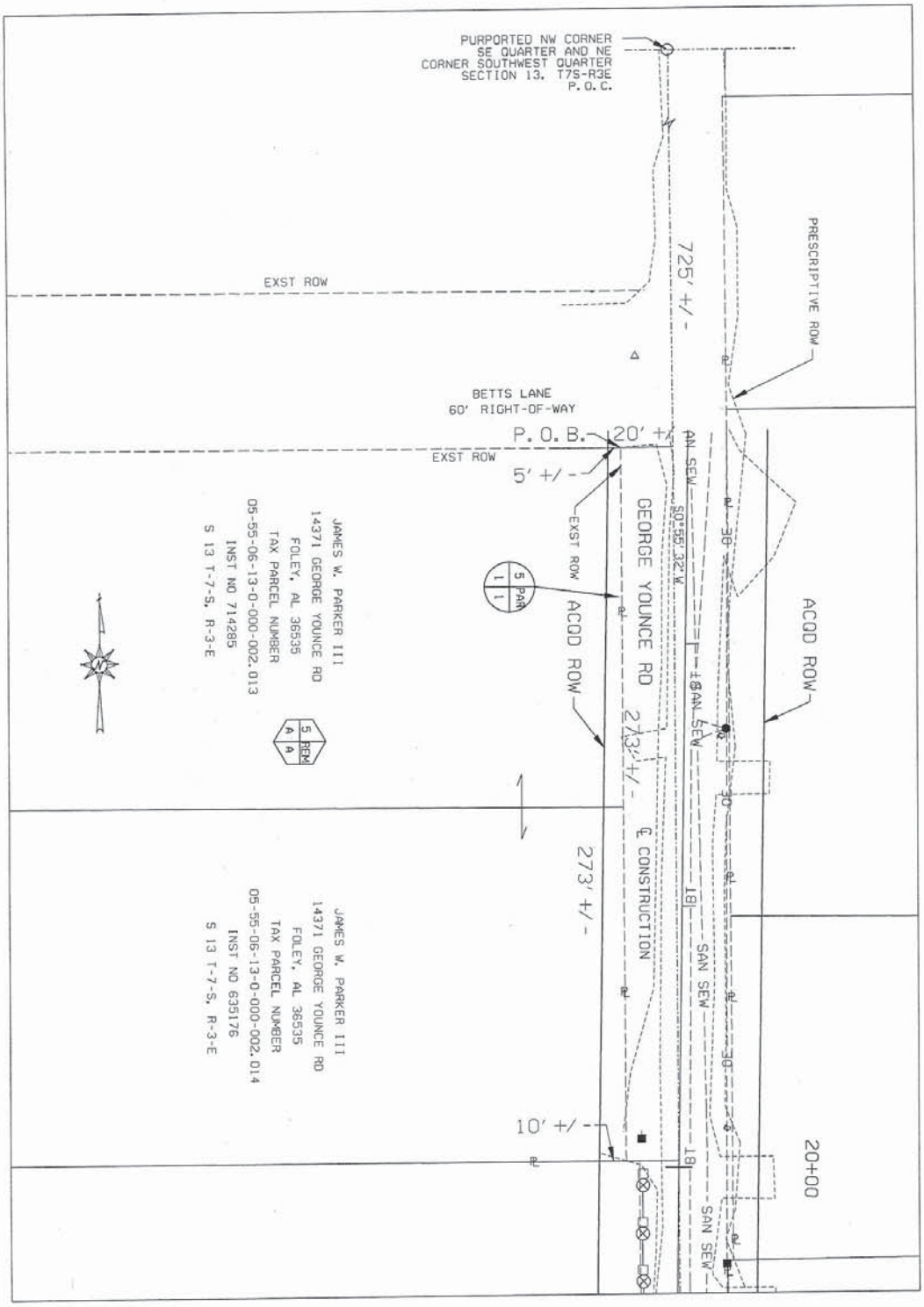
Given under my hand this _____ day of _____, A.D. 2018.

_____

Official Title_____

GRANTEE'S MAILING ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576



THIS IS NOT A BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO.	5	PROJECT NO.	0204216
OWNER	JAMES W. PARKER, III	COUNTY	BALDWIN
TOTAL ACREAGE	1.944	SCALE:	1" =50'
R.O.W. REQUIRED	0.047	DATE:	5-25-17
PRESCRIPTIVE R.O.W.	0.000	REVISED:	N/A
T.C.E. REQUIRED	N/A		1 OF 1
REMAINDER	1.898		

GEORGE YOUNCE ROAD
(Tract 5)

Baldwin County Commission

Agenda Action Form

File #: 18-0709, **Version:** 1 **Item #:** BN10

Meeting Type: BCC Regular Meeting
Meeting Date: 8/7/2018
Item Status: New
From: Joey Nunnally, P.E., County Engineer
Submitted by: Lisa Sangster, Chief Administrative Assistant

ITEM TITLE
Execution of IRS Form 8283 for a Donated Right-of-Way on George Younce Road - Project No. 0204216 (Tract 6)

STAFF RECOMMENDATION
Take the following actions:

1. Accept 0.031 acres on George Younce Road - Project No. 0204216 (Tract 6) as a right-of-way donated to Baldwin County by Debra J. Parker on March 22, 2018 (Instrument No. 1686705 of Baldwin County Judge of Probate); and

2. Related to the aforesaid, authorize the Chairman to execute IRS Form 8283 for the donated right-of-way.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: On March 22, 2018, the Baldwin County Highway Department accepted a right-of-way donation on George Younce Road - Project No. 0204216 from Debra J. Parker.

By the Chairman executing the IRS Form 8283, the County is not indicating that it agrees with the valuation of the property, but rather the County is acknowledging the fact that the County did receive the property.

The only part of the form that will be signed by the Chairman is Part IV, Donee Acknowledgement, in which:

1. The date of receipt of the donation is acknowledged;

2. The County affirms that it will file an IRS information return should it dispose of the property within

two (2) years after the date of receipt; and

3. The County states whether it intends to use the property for an unrelated use.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration Staff

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Administration Staff have Chairman sign IRS Form 8283. Mail original to Debra J. Parker and send copy to Debra Morris.

Contact:
Debra J. Parker
17384 Betts Lane

Foley, Alabama 36535

Additional instructions/notes: N/A

powered by Legistar™

Form **8283**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Noncash Charitable Contributions

► **Attach to your tax return if you claimed a total deduction of over $500 for all contributed property.**

► **Information about Form 8283 and its separate instructions is at *www.irs.gov/form8283*.**

OMB No. 1545-0908

Attachment Sequence No. **155**

Name(s) shown on your income tax return

Debra J. Parker

Identifying number

Note. Figure the amount of your contribution deduction before completing this form. See your tax return instructions.

Section A. Donated Property of $5,000 or Less and Publicly Traded Securities—List in this section **only** items (or groups of similar items) for which you claimed a deduction of $5,000 or less. Also list publicly traded securities even if the deduction is more than $5,000 (see instructions).

Part I **Information on Donated Property—**If you need more space, attach a statement.

1	(a) Name and address of the donee organization	(b) If donated property is a vehicle (see instructions), check the box. Also enter the vehicle identification number (unless Form 1098-C is attached).	(c) Description of donated property (For a vehicle, enter the year, make, model, and mileage. For securities, enter the company name and the number of shares.)
A		☐	
B		☐	
C		☐	
D		☐	
E		☐	

Note. If the amount you claimed as a deduction for an item is $500 or less, you do not have to complete columns (e), (f), and (g).

	(d) Date of the contribution	(e) Date acquired by donor (mo., yr.)	(f) How acquired by donor	(g) Donor's cost or adjusted basis	(h) Fair market value (see instructions)	(i) Method used to determine the fair market value
A						
B						
C						
D						
E						

Part II **Partial Interests and Restricted Use Property—**Complete lines 2a through 2e if you gave less than an entire interest in a property listed in Part I. Complete lines 3a through 3c if conditions were placed on a contribution listed in Part I; also attach the required statement (see instructions).

2a Enter the letter from Part I that identifies the property for which you gave less than an entire interest ► _____
If Part II applies to more than one property, attach a separate statement.

b Total amount claimed as a deduction for the property listed in Part I: **(1)** For this tax year ► _____
(2) For any prior tax years ► _____

c Name and address of each organization to which any such contribution was made in a prior year (complete only if different from the donee organization above):
Name of charitable organization (donee)

Address (number, street, and room or suite no.)

City or town, state, and ZIP code

d For tangible property, enter the place where the property is located or kept ► _____

e Name of any person, other than the donee organization, having actual possession of the property ► _____

		Yes	No
3a	Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property?		
b	Did you give to anyone (other than the donee organization or another organization participating with the donee organization in cooperative fundraising) the right to the income from the donated property or to the possession of the property, including the right to vote donated securities, to acquire the property by purchase or otherwise, or to designate the person having such income, possession, or right to acquire?		
c	Is there a restriction limiting the donated property for a particular use?		

Name(s) shown on your income tax return: Debra J. Parker | Identifying number:

Section B. Donated Property Over $5,000 (Except Publicly Traded Securities)—Complete this section for one item (or one group of similar items) for which you claimed a deduction of more than $5,000 per item or group (except contributions of publicly traded securities reported in Section A). Provide a separate form for each property donated unless it is part of a group of similar items. An appraisal is generally required for property listed in Section B. See instructions.

Part I Information on Donated Property—To be completed by the taxpayer and/or the appraiser.

4 Check the box that describes the type of property donated:

- **a** ☐ Art* (contribution of $20,000 or more)
- **b** ☐ Qualified Conservation Contribution
- **c** ☐ Equipment
- **d** ☐ Art* (contribution of less than $20,000)
- **e** ☑ Other Real Estate
- **f** ☐ Securities
- **g** ☐ Collectibles**
- **h** ☐ Intellectual Property
- **i** ☐ Vehicles
- **j** ☐ Other

*Art includes paintings, sculptures, watercolors, prints, drawings, ceramics, antiques, decorative arts, textiles, carpets, silver, rare manuscripts, historical memorabilia, and other similar objects.

**Collectibles include coins, stamps, books, gems, jewelry, sports memorabilia, dolls, etc., but not art as defined above.

Note. In certain cases, you must attach a qualified appraisal of the property. See instructions.

5	(a) Description of donated property (if you need more space, attach a separate statement)	(b) If tangible property was donated, give a brief summary of the overall physical condition of the property at the time of the gift	(c) Appraised fair market value
A	0.031 acres for County Road ROW	Very Good	
B			
C			
D			

	(d) Date acquired by donor (mo., yr.)	(e) How acquired by donor	(f) Donor's cost or adjusted basis	(g) For bargain sales, enter amount received	See instructions (h) Amount claimed as a deduction	See instructions (i) Date of contribution
A						
B						
C						
D						

Part II Taxpayer (Donor) Statement—List each item included in Part I above that the appraisal identifies as having a value of $500 or less. See instructions.

I declare that the following item(s) included in Part I above has to the best of my knowledge and belief an appraised value of not more than $500 (per item). Enter identifying letter from Part I and describe the specific item. See instructions. ▶ _____

Signature of taxpayer (donor) ▶ Date ▶

Part III Declaration of Appraiser

I declare that I am not the donor, the donee, a party to the transaction in which the donor acquired the property, employed by, or related to any of the foregoing persons, or married to any person who is related to any of the foregoing persons. And, if regularly used by the donor, donee, or party to the transaction, I performed the majority of my appraisals during my tax year for other persons.

Also, I declare that I perform appraisals on a regular basis; and that because of my qualifications as described in the appraisal, I am qualified to make appraisals of the type of property being valued. I certify that the appraisal fees were not based on a percentage of the appraised property value. Furthermore, I understand that a false or fraudulent overstatement of the property value as described in the qualified appraisal or this Form 8283 may subject me to the penalty under section 6701(a) (aiding and abetting the understatement of tax liability). In addition, I understand that I may be subject to a penalty under section 6695A if I know, or reasonably should know, that my appraisal is to be used in connection with a return or claim for refund and a substantial or gross valuation misstatement results from my appraisal. I affirm that I have not been barred from presenting evidence or testimony by the Office of Professional Responsibility.

Sign Here Signature ▶ Title ▶ Date ▶

Business address (including room or suite no.) | Identifying number

City or town, state, and ZIP code

Part IV Donee Acknowledgment—To be completed by the charitable organization.

This charitable organization acknowledges that it is a qualified organization under section 170(c) and that it received the donated property as described in Section B, Part I, above on the following date ▶ March 22, 2018

Furthermore, this organization affirms that in the event it sells, exchanges, or otherwise disposes of the property described in Section B, Part I (or any portion thereof) within 3 years after the date of receipt, it will file **Form 8282,** Donee Information Return, with the IRS and give the donor a copy of that form. This acknowledgment does not represent agreement with the claimed fair market value.

Does the organization intend to use the property for an unrelated use? . . . . . ▶ ☐ Yes ☑ No

Name of charitable organization (donee)	Employer identification number	
Baldwin County Commission		
Address (number, street, and room or suite no.)	City or town, state, and ZIP code	
312 Courthouse Square, Suite 11	Bay Minette, AL 36507	
Authorized signature	Title: Chairman	Date

337100

THIS INSTRUMENT PREPARED BY THE
BALDWIN COUNTY HIGHWAY DEPARTMENT
ROBERTSDALE, ALABAMA 36567

STATE OF ALABAMA)

COUNTY OF BALDWIN)

Project No. 0204216
George Younce Road
G, D, B & Pave from CR 24 to EOM
05-55-06-13-0-000-009.005
Tract No. 6

FEE SIMPLE
WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten dollars ($10.00), cash in hand paid to the undersigned by Baldwin County, Alabama, the receipt of which is hereby acknowledged, I (we), the undersigned Grantor(s), Debra J. Parker, unmarried woman, have this day bargained and sold, and by these presents do hereby GRANT, BARGAIN, SELL and CONVEY unto Baldwin County, Alabama, the following described property:

A part of the Northwest Quarter of the Southeast Quarter of Section 13, Township 7 South, Range 3 East, identified as Tract Number 6 on George Younce Road, Project No. 0204216 in Baldwin County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing at the purported northwest corner of the Northwest Quarter of the Southeast Quarter of Section 13, Township 7 South, Range 3 East in Baldwin County, Alabama;

Thence run southerly along said quarter line a distance of 904 feet, more or less, to a point;

Thence run easterly a distance of 20 feet, more or less, to the grantor's northwest property corner and being the Point of Beginning of the property herein to be conveyed;

Thence run easterly along the grantor's north property line a distance of 12 feet, more or less, to a point on the acquired R/W line;

Thence run southerly along the acquired R/W line a distance of 132 feet, more or less, to a point on the grantor's south property line;

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

BALDWIN COUNTY, ALABAMA
TIM RUSSELL PROBATE JUDGE
Filed/cert. 3/26/2018 2:04 PM
TOTAL $ 0.00
6 Pages

1686705

Thence run westerly along the grantor's south property line a distance of 9 feet, more or less, to the grantor's southwest property corner;

Thence run northerly along the grantor's west property line a distance of 132 feet, more or less, to the Point of Beginning of the property herein conveyed and containing 0.031 acres, more or less. ***(0.001 acres of the acquired right-of-way is prescriptive and owned by the Grantee and 0.030 acres is being acquired from the Grantor.)**

And as shown on the right of way map of record in the Baldwin County Highway Department, a copy of which is also deposited in the office of the Judge of Probate as an aid to persons and entities interested therein and as shown on the Property Sketch attached hereto and made a part hereof.

TO HAVE AND TO HOLD, unto Baldwin County, Alabama, its successors and assigns in fee simple forever.

AND FOR THE CONSIDERATION AFORESAID, I (we) do for myself (ourselves), for my (our) heirs, executors administrators, successors, and assigns covenant to and with Baldwin County, Alabama, that I (we) am (are) lawfully seized and possessed in fee simple of said tract or parcel of land hereinabove described; that I (we) have a good and lawful right to sell and convey the same as aforesaid; that the same is free of all encumbrances, liens, and claims, except the lien for advalorem taxes which attached on October 1, last past, and which is to be paid by the grantor; and that I (we) will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

THE GRANTOR(S) HEREIN FURTHER COVENANT(S) AND AGREE(S), that the purchase price above-stated is in full compensation to him-her (them) for this conveyance.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal this the 22nd day of March, 2018.

Debra J. Parker

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, Tracey L. Comstock, a Notary Public, in and for said County in said State, hereby certify that Debra J. Parker, whose name(s) is, signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 22nd day of March, 2018.

Tracey L Comstock
NOTARY PUBLIC

My Commission Expires: November 3, 2020

ACKNOWLEDGMENT FOR CORPORATION

STATE OF ALABAMA

COUNTY OF BALDWIN

I, _____, a _____ in and for said County, in said State, hereby certify that _____ whose name as _____ of the _____ Company, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this _____ day of _____, A.D. 2018.

_____

Official Title _____

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

WAIVER OF RIGHTS TO APPRAISAL AND JUST COMPENSATION AND RIGHT-OF-ENTRY

GEORGE YOUNCE ROAD
COUNTY ROAD 24 TO EOM
PROJECT NO. 0204216
BALDWIN COUNTY
TRACT 6

I (We) the undersigned property owner(s) do hereby acknowledge that I (we) have been made aware of the fact that this project is not funded and could remain unfunded for some time.

I (We) hereby acknowledge that I (we) have been made aware of my (our) rights to an appraisal and just compensation and in further consideration of the benefits accrued to my (our) property from the above-referenced project, I (we) do hereby waive my (our) rights to said appraisal and just compensation and grant right-of-entry for the construction of same.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the 22nd day of March, 2018.

Debra J. Parker

GRANTEE'S MAILING ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF BALDWIN)

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Given under my hand and official seal this 22nd day of March, 2018.

Tracey L Comstock
NOTARY PUBLIC

My Commission Expires: November 3, 2020

ACKNOWLEDGMENT FOR CORPORATION

STATE OF _____)

COUNTY OF _____)

_____, a _____ in and for said County, in said State, hereby certify that _____ whose name as _____ of the _____Company, a corporation, is signed to the foregoing conveyance, and who is known to me acknowledged before me on this day that, being informed of the contents of this conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

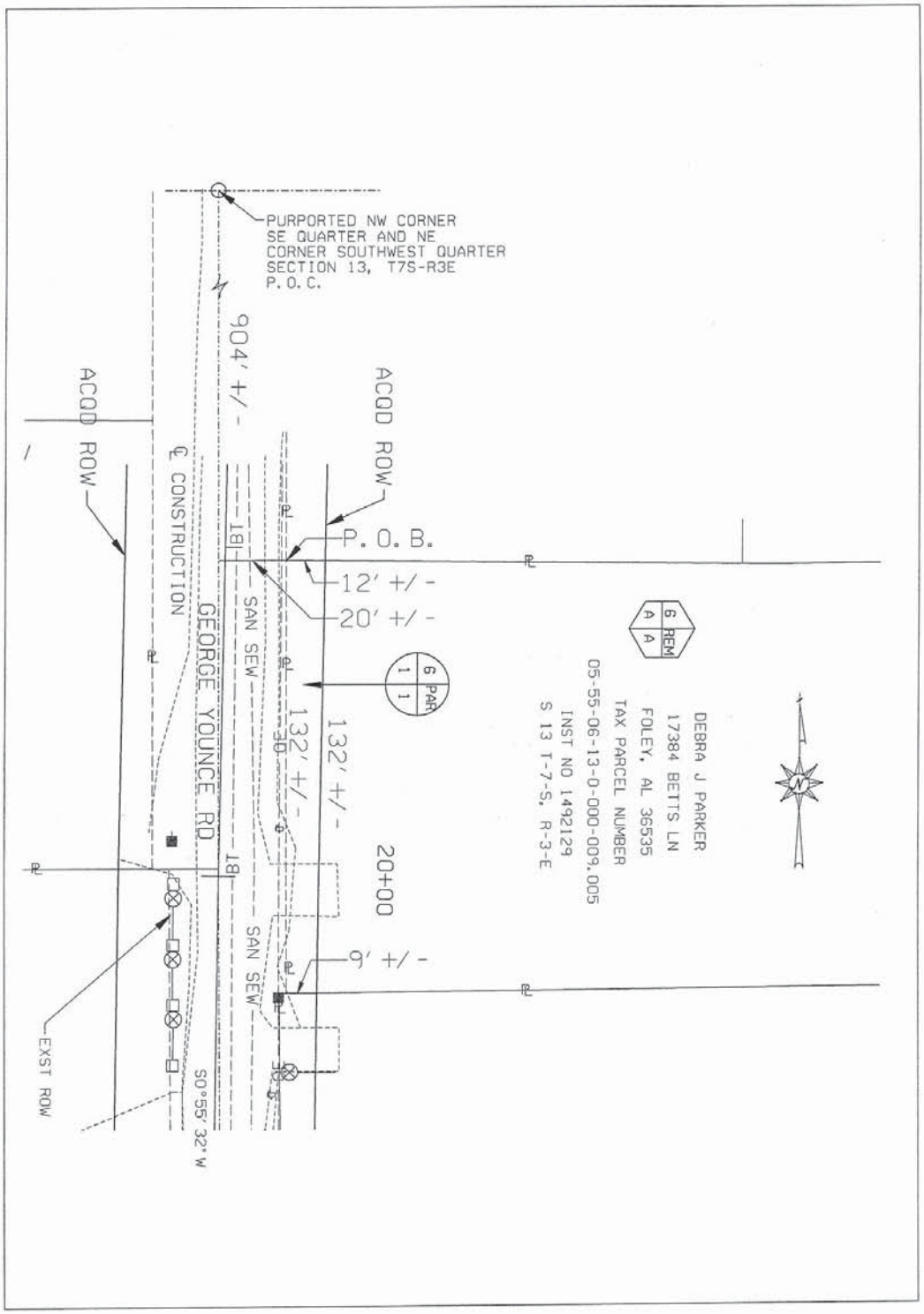
Given under my hand this _____ day of _____, A.D. 2018.

_____

Official Title_____

GRANTEE'S MAILING ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

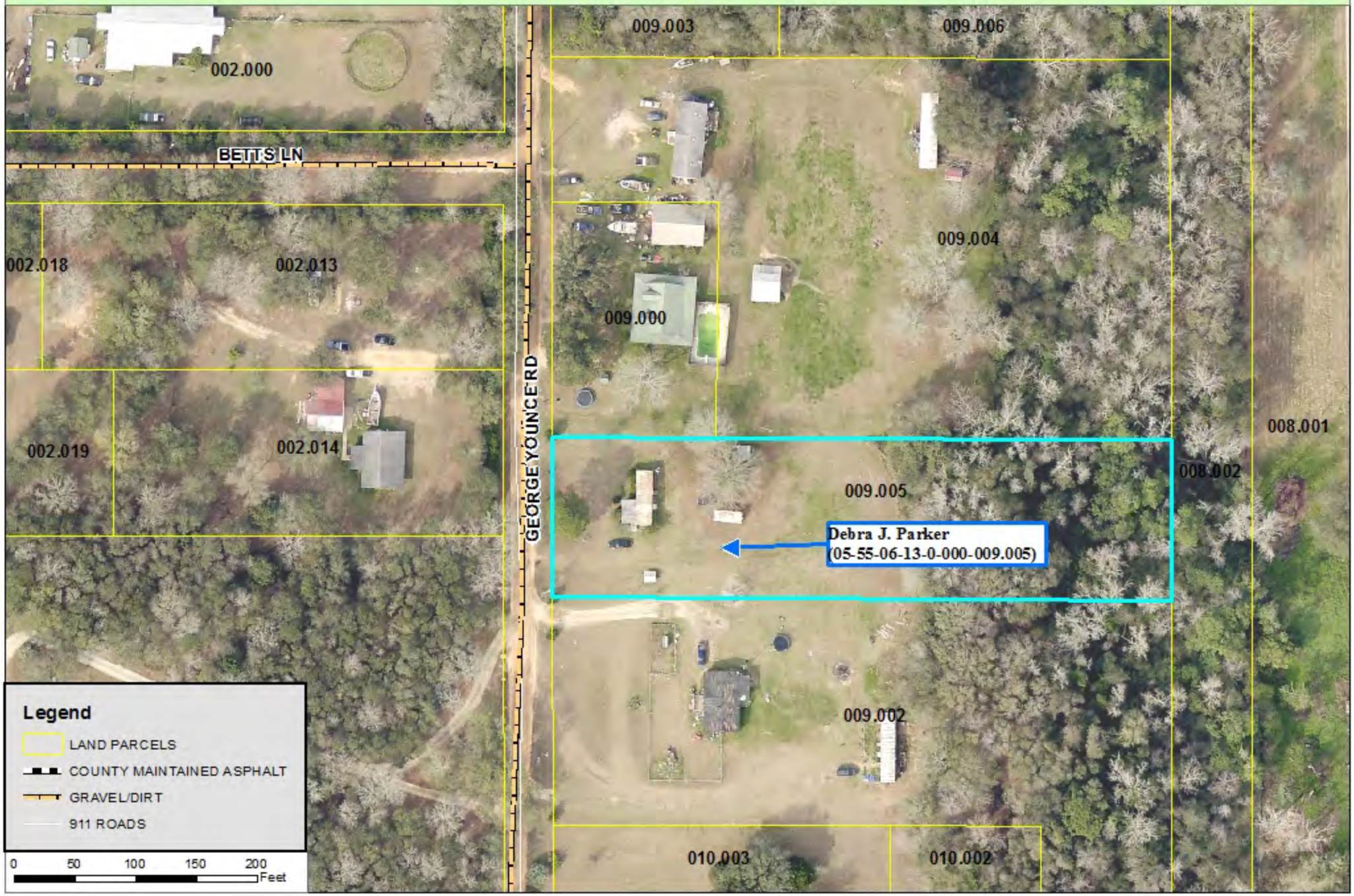


THIS IS NOT A BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO.	6	PROJECT NO.	0204216
OWNER	DEBRA J. PARKER	COUNTY	BALDWIN
TOTAL ACREAGE	1.543	SCALE:	1" =40'
R.O.W. REQUIRED	0.030	DATE:	05-25-2017
PRESCRIPTIVE R.O.W.	0.001	REVISED:	N/A
T.C.E. REQUIRED	N/A	SHEET :	1 OF 1
REMAINDER	1.512		

GEORGE YOUNCE ROAD
(Tract 6)



Baldwin County Commission

Agenda Action Form

File #: 18-0710, **Version:** 1 **Item #:** BN11

Meeting Type: BCC Regular Meeting
Meeting Date: 8/7/2018
Item Status: New
From: Joey Nunnally, P.E., County Engineer
Submitted by: Lisa Sangster, Chief Administrative Assistant

ITEM TITLE
Execution of IRS Form 8283 for a Donated Right-of-Way on George Younce Road - Project No. 0204216 (Tract 9)

STAFF RECOMMENDATION
Take the following actions:

1. Accept 0.019 acres on George Younce Road - Project No. 0204216 (Tract 9) as a right-of-way donated to Baldwin County by Cheryl J. Conn on May 2, 2018 (Instrument No. 1694315 of Baldwin County Judge of Probate); and

2. Related to the aforesaid, authorize the Chairman to execute IRS Form 8283 for the donated right-of-way.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: On May 2, 2018, the Baldwin County Highway Department accepted a right-of-way donation on George Younce Road - Project No. 0204216 from Cheryl J. Conn.

By the Chairman executing the IRS Form 8283, the County is not indicating that it agrees with the valuation of the property, but rather the County is acknowledging the fact that the County did receive the property.

The only part of the form that will be signed by the Chairman is Part IV, Donee Acknowledgement, in which:

1. The date of receipt of the donation is acknowledged;

2. The County affirms that it will file an IRS information return should it dispose of the property within two (2) years after the date of receipt; and

3. The County states whether it intends to use the property for an unrelated use.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration Staff

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Administration Staff have Chairman sign IRS Form 8283. Mail original to Cheryl J. Conn and send copy to Debra Morris.

Contact:
Cheryl J. Conn
14246 George Younce Road
Foley, Alabama 36535

Additional instructions/notes: N/A

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Form **8283**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Noncash Charitable Contributions

► **Attach to your tax return if you claimed a total deduction of over $500 for all contributed property.**

► **Information about Form 8283 and its separate instructions is at *www.irs.gov/form8283*.**

OMB No. 1545-0908

Attachment Sequence No. **155**

Name(s) shown on your income tax return

Cheryl J. Conn

Identifying number

Note. Figure the amount of your contribution deduction before completing this form. See your tax return instructions.

Section A. Donated Property of $5,000 or Less and Publicly Traded Securities—List in this section **only** items (or groups of similar items) for which you claimed a deduction of $5,000 or less. Also list publicly traded securities even if the deduction is more than $5,000 (see instructions).

Part I **Information on Donated Property—**If you need more space, attach a statement.

1	(a) Name and address of the donee organization	(b) If donated property is a vehicle (see instructions), check the box. Also enter the vehicle identification number (unless Form 1098-C is attached).	(c) Description of donated property (For a vehicle, enter the year, make, model, and mileage. For securities, enter the company name and the number of shares.)
A		☐	
B		☐	
C		☐	
D		☐	
E		☐	

Note. If the amount you claimed as a deduction for an item is $500 or less, you do not have to complete columns (e), (f), and (g).

	(d) Date of the contribution	(e) Date acquired by donor (mo., yr.)	(f) How acquired by donor	(g) Donor's cost or adjusted basis	(h) Fair market value (see instructions)	(i) Method used to determine the fair market value
A						
B						
C						
D						
E						

Part II **Partial Interests and Restricted Use Property—**Complete lines 2a through 2e if you gave less than an entire interest in a property listed in Part I. Complete lines 3a through 3c if conditions were placed on a contribution listed in Part I; also attach the required statement (see instructions).

2a Enter the letter from Part I that identifies the property for which you gave less than an entire interest ► _____
If Part II applies to more than one property, attach a separate statement.

b Total amount claimed as a deduction for the property listed in Part I: **(1)** For this tax year ► _____
(2) For any prior tax years ► _____

c Name and address of each organization to which any such contribution was made in a prior year (complete only if different from the donee organization above):
Name of charitable organization (donee)

Address (number, street, and room or suite no.)

City or town, state, and ZIP code

d For tangible property, enter the place where the property is located or kept ► _____

e Name of any person, other than the donee organization, having actual possession of the property ► _____

		Yes	No
3a	Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property?		
b	Did you give to anyone (other than the donee organization or another organization participating with the donee organization in cooperative fundraising) the right to the income from the donated property or to the possession of the property, including the right to vote donated securities, to acquire the property by purchase or otherwise, or to designate the person having such income, possession, or right to acquire?		
c	Is there a restriction limiting the donated property for a particular use?		

Name(s) shown on your income tax return: Cheryl J. Conn | Identifying number:

Section B. Donated Property Over $5,000 (Except Publicly Traded Securities)—Complete this section for one item (or one group of similar items) for which you claimed a deduction of more than $5,000 per item or group (except contributions of publicly traded securities reported in Section A). Provide a separate form for each property donated unless it is part of a group of similar items. An appraisal is generally required for property listed in Section B. See instructions.

Part I Information on Donated Property—To be completed by the taxpayer and/or the appraiser.

4 Check the box that describes the type of property donated:

- **a** ☐ Art* (contribution of $20,000 or more)
- **b** ☐ Qualified Conservation Contribution
- **c** ☐ Equipment
- **d** ☐ Art* (contribution of less than $20,000)
- **e** ☑ Other Real Estate
- **f** ☐ Securities
- **g** ☐ Collectibles**
- **h** ☐ Intellectual Property
- **i** ☐ Vehicles
- **j** ☐ Other

*Art includes paintings, sculptures, watercolors, prints, drawings, ceramics, antiques, decorative arts, textiles, carpets, silver, rare manuscripts, historical memorabilia, and other similar objects.

**Collectibles include coins, stamps, books, gems, jewelry, sports memorabilia, dolls, etc., but not art as defined above.

Note. In certain cases, you must attach a qualified appraisal of the property. See instructions.

5	(a) Description of donated property (if you need more space, attach a separate statement)	(b) If tangible property was donated, give a brief summary of the overall physical condition of the property at the time of the gift	(c) Appraised fair market value
A	0.019 acres for County Road ROW	Very Good	
B			
C			
D			

	(d) Date acquired by donor (mo., yr.)	(e) How acquired by donor	(f) Donor's cost or adjusted basis	(g) For bargain sales, enter amount received	See instructions (h) Amount claimed as a deduction	See instructions (i) Date of contribution
A						
B						
C						
D						

Part II Taxpayer (Donor) Statement—List each item included in Part I above that the appraisal identifies as having a value of $500 or less. See instructions.

I declare that the following item(s) included in Part I above has to the best of my knowledge and belief an appraised value of not more than $500 (per item). Enter identifying letter from Part I and describe the specific item. See instructions. ▶ _____

Signature of taxpayer (donor) ▶ Date ▶

Part III Declaration of Appraiser

I declare that I am not the donor, the donee, a party to the transaction in which the donor acquired the property, employed by, or related to any of the foregoing persons, or married to any person who is related to any of the foregoing persons. And, if regularly used by the donor, donee, or party to the transaction, I performed the majority of my appraisals during my tax year for other persons.

Also, I declare that I perform appraisals on a regular basis; and that because of my qualifications as described in the appraisal, I am qualified to make appraisals of the type of property being valued. I certify that the appraisal fees were not based on a percentage of the appraised property value. Furthermore, I understand that a false or fraudulent overstatement of the property value as described in the qualified appraisal or this Form 8283 may subject me to the penalty under section 6701(a) (aiding and abetting the understatement of tax liability). In addition, I understand that I may be subject to a penalty under section 6695A if I know, or reasonably should know, that my appraisal is to be used in connection with a return or claim for refund and a substantial or gross valuation misstatement results from my appraisal. I affirm that I have not been barred from presenting evidence or testimony by the Office of Professional Responsibility.

Sign Here Signature ▶ Title ▶ Date ▶

Business address (including room or suite no.) | Identifying number

City or town, state, and ZIP code

Part IV Donee Acknowledgment—To be completed by the charitable organization.

This charitable organization acknowledges that it is a qualified organization under section 170(c) and that it received the donated property as described in Section B, Part I, above on the following date ▶ May 2, 2018

Furthermore, this organization affirms that in the event it sells, exchanges, or otherwise disposes of the property described in Section B, Part I (or any portion thereof) within 3 years after the date of receipt, it will file **Form 8282,** Donee Information Return, with the IRS and give the donor a copy of that form. This acknowledgment does not represent agreement with the claimed fair market value.

Does the organization intend to use the property for an unrelated use? . . . . . ▶ ☐ Yes ☑ No

Name of charitable organization (donee)	Employer identification number	
Baldwin County Commission		
Address (number, street, and room or suite no.)	City or town, state, and ZIP code	
312 Courthouse Square, Suite 11	Bay Minette, AL 36507	
Authorized signature	Title: Chairman	Date

340205

FORM ROW-4
Rev 10/03

BALDWIN COUNTY, ALABAMA
TIM RUSSELL PROBATE JUDGE
Filed/cert. 5/ 3/2018 3:05 PM
TOTAL $ 0.00
7 Pages

1694315

THIS INSTRUMENT PREPARED BY THE
BALDWIN COUNTY HIGHWAY DEPARTMENT
ROBERTSDALE, ALABAMA 36567

STATE OF ALABAMA)

COUNTY OF BALDWIN)

Project No. 0204216
George Younce Road
G, D, B & Pave from CR 24 to EOM
05-55-06-13-0-000-010.003
Tract No. 9

FEE SIMPLE
WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten dollars ($10.00), cash in hand paid to the undersigned by Baldwin County, Alabama, the receipt of which is hereby acknowledged, I (we), the undersigned Grantor(s), Cheryl J. Conn, unmarried woman, have this day bargained and sold, and by these presents do hereby GRANT, BARGAIN, SELL and CONVEY unto Baldwin County, Alabama, the following described property:

A part of the Northwest Quarter of the Southeast Quarter and a part of the Southwest Quarter of the Southeast Quarter of Section 13, Township 7 South, Range 3 East, identified as Tract Number 9 on George Younce Road, Project No. 0204216 in Baldwin County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing at the purported northwest corner of the Northwest Quarter of the Southeast Quarter of Section 13, Township 7 South, Range 3 East in Baldwin County, Alabama;

Thence run southerly along said quarter line a distance of 1222 feet, more or less, to a point;

Thence run easterly a distance of 20 feet, more or less, to the grantor's northwest property corner and being the Point of Beginning of the property herein to be conveyed;

Thence run easterly along the grantor's north property line a distance of 5 feet, more or less, to a point on the acquired R/W line;

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

Thence run southerly along the acquired R/W line a distance of 89 feet, more or less, to a point (said point is offset 30.00 feet left of and perpendicular to project centerline at Station 23+09.58);

Thence run southerly and parallel to project centerline along a curve to the left having a radius of 1030.00 and along the acquired R/W line a distance of 14 feet, more or less, to a point (said point is offset 30.00 feet left of and perpendicular to project centerline at Station 23+24.33);

Thence run southerly along the acquired R/W line a distance of 115 feet, more or less, to the grantor's south property line;

Thence run westerly along the grantor's south property line a distance of 3 feet, more or less, to the grantor's southwest property corner;

Thence run northerly along the grantor's west property line a distance of 218 feet, more or less, to the Point of Beginning of the property herein conveyed and containing 0.019 acres, more or less. ***(0.001 acres of the acquired right-of-way is prescriptive and owned by the Grantee and 0.018 acres is being acquired from the Grantor.)**

And as shown on the right of way map of record in the Baldwin County Highway Department, a copy of which is also deposited in the office of the Judge of Probate as an aid to persons and entities interested therein and as shown on the Property Sketch attached hereto and made a part hereof.

TO HAVE AND TO HOLD, unto Baldwin County, Alabama, its successors and assigns in fee simple forever.

AND FOR THE CONSIDERATION AFORESAID, I (we) do for myself (ourselves), for my (our) heirs, executors administrators, successors, and assigns covenant to and with Baldwin County, Alabama, that I (we) am (are) lawfully seized and possessed in fee simple of said tract or parcel of land hereinabove described; that I (we) have a good and lawful right to sell and convey the same as aforesaid; that the same is free of all encumbrances, liens, and claims, except the lien for advalorem taxes which attached on October 1, last past, and which is to be paid by the grantor; and that I (we) will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

THE GRANTOR(S) HEREIN FURTHER COVENANT(S) AND AGREE(S), that the purchase price above-stated is in full compensation to him-her (them) for this conveyance.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal this the 2nd day of May, 2018.

Cheryl J. Conn

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, Tracey L. Comstock, a Notary Public, in and for said County in said State, hereby certify that Cheryl J. Conn, whose name(s) is, signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 2nd day of May, 2018.

Tracey L. Comstock
NOTARY PUBLIC

My Commission Expires: November 3, 2020

ACKNOWLEDGMENT FOR CORPORATION

STATE OF ALABAMA

COUNTY OF BALDWIN

I, _____, a _____ in and for said County, in said State, hereby certify that _____ whose name as _____ of the _____ Company, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this _____ day of _____, A.D. 2018.

_____

Official Title _____

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

WAIVER OF RIGHTS TO APPRAISAL AND JUST COMPENSATION AND RIGHT-OF-ENTRY

GEORGE YOUNCE ROAD
COUNTY ROAD 24 TO EOM
PROJECT NO. 0204216
BALDWIN COUNTY
TRACT 9

I (We) the undersigned property owner(s) do hereby acknowledge that I (we) have been made aware of the fact that this project is not funded and could remain unfunded for some time.

I (We) hereby acknowledge that I (we) have been made aware of my (our) rights to an appraisal and just compensation and in further consideration of the benefits accrued to my (our) property from the above-referenced project, I (we) do hereby waive my (our) rights to said appraisal and just compensation and grant right-of-entry for the construction of same.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the 2nd day of May, 2018.

Cheryl J. Conn

GRANTEE'S MAILING ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, Tracey L. Comstock, a Notary Public, in and for said County in said State, hereby certify that Cheryl J. Conn, whose name(s) is, signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, being informed of the contents of this conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 2nd day of May, 2018.

Tracey L. Comstock
NOTARY PUBLIC

My Commission Expires: November 3, 2020

ACKNOWLEDGMENT FOR CORPORATION

STATE OF _____)

COUNTY OF _____)

_____, a _____ in and for said County, in said State, hereby certify that _____ whose name as _____ of the _____Company, a corporation, is signed to the foregoing conveyance, and who is known to me acknowledged before me on this day that, being informed of the contents of this conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

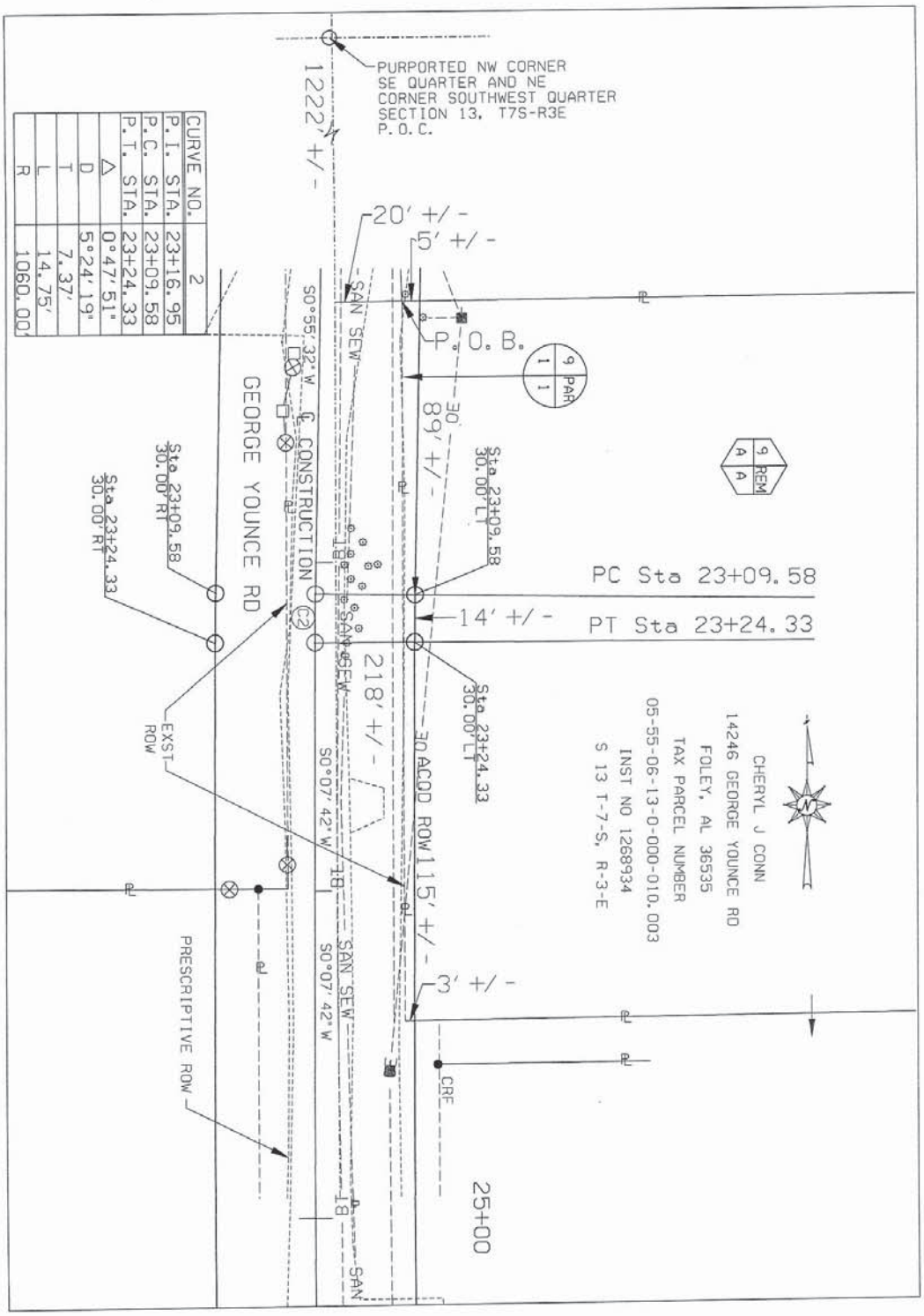
Given under my hand this _____ day of _____, A.D. 2018.

_____

Official Title_____

GRANTEE'S MAILING ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576



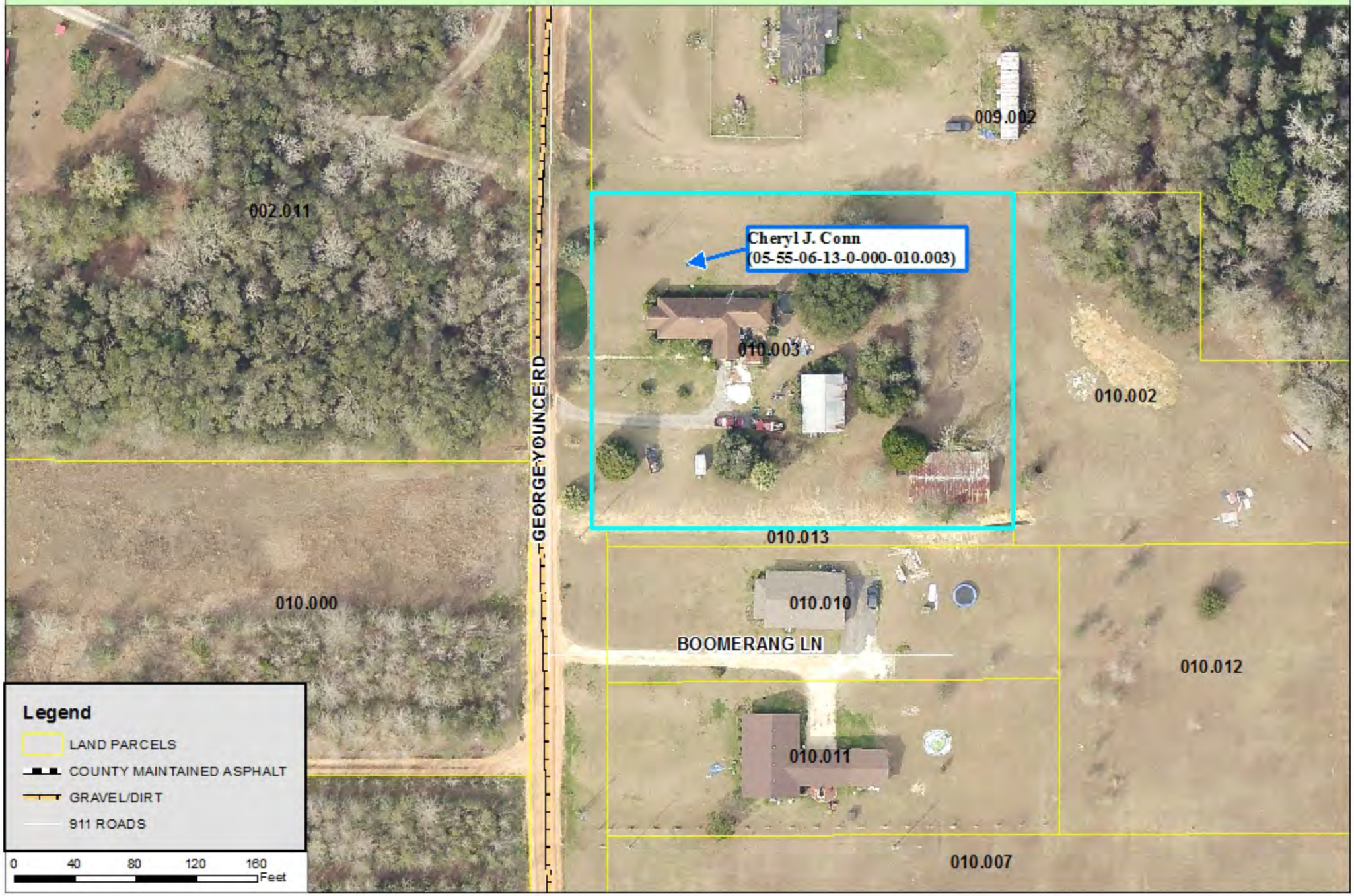
CURVE NO.	2
P.I. STA.	23+16.95
P.C. STA.	23+09.58
P.T. STA.	23+24.33
Δ	0°47'51"
D	5°24'19"
T	7.37'
L	14.75'
R	1060.00'

THIS IS NOT A BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO.	9	PROJECT NO.	0204216
OWNER	CHERYL J. CONN	COUNTY	BALDWIN
TOTAL ACREAGE	1.384	SCALE:	1" = 40'
R.O.W. REQUIRED	0.018	DATE:	05-25-2017
PRESCRIPTIVE R.O.W.	0.001	REVISED:	N/A
T.C.E. REQUIRED	N/A	SHEET :	1 OF 1
REMAINDER	1.365		

GEORGE YOUNCE ROAD
(Tract 9)



Baldwin County Commission

Agenda Action Form

File #: 18-0713, **Version:** 1 **Item #:** BN12

Meeting Type: BCC Regular Meeting
Meeting Date: 8/7/2018
Item Status: New
From: Joey Nunnally, P.E., County Engineer
Submitted by: Lisa Sangster, Chief Administrative Assistant

ITEM TITLE
Execution of IRS Form 8283 for a Donated Right-of-Way on George Younce Road - Project No. 0204216 (Tract 10)

STAFF RECOMMENDATION
Take the following actions:

1. Accept 0.063 acres on George Younce Road - Project No. 0204216 (Tract 10) as a right-of-way donated to Baldwin County by Jason Charnock and Nicole Charnock on March 29, 2018 (Instrument No. 1687904 of Baldwin County Judge of Probate); and

2. Related to the aforesaid, authorize the Chairman to execute IRS Form 8283 for the donated right-of-way.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: On March 29, 2018, the Baldwin County Highway Department accepted a right-of-way donation on George Younce Road - Project No. 0204216 from Jason Charnock and Nicole Charnock.

By the Chairman executing the IRS Form 8283, the County is not indicating that it agrees with the valuation of the property, but rather the County is acknowledging the fact that the County did receive the property.

The only part of the form that will be signed by the Chairman is Part IV, Donee Acknowledgement, in which:

1. The date of receipt of the donation is acknowledged;

2. The County affirms that it will file an IRS information return should it dispose of the property within two (2) years after the date of receipt; and

3. The County states whether it intends to use the property for an unrelated use.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration Staff

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Administration Staff have Chairman sign IRS Form 8283. Mail original to Jason Charnock and send copy to Debra Morris.

Contact:
Jason Charnock
14205-A George Younce Road
Foley, Alabama 36535

Additional instructions/notes: N/A

Form **8283**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Noncash Charitable Contributions

► **Attach to your tax return if you claimed a total deduction of over $500 for all contributed property.**

► **Information about Form 8283 and its separate instructions is at *www.irs.gov/form8283*.**

OMB No. 1545-0908

Attachment Sequence No. **155**

Name(s) shown on your income tax return

Jason Charnock & Nicole Charnock

Identifying number

Note. Figure the amount of your contribution deduction before completing this form. See your tax return instructions.

Section A. Donated Property of $5,000 or Less and Publicly Traded Securities—List in this section **only** items (or groups of similar items) for which you claimed a deduction of $5,000 or less. Also list publicly traded securities even if the deduction is more than $5,000 (see instructions).

Part I **Information on Donated Property—**If you need more space, attach a statement.

1	(a) Name and address of the donee organization	(b) If donated property is a vehicle (see instructions), check the box. Also enter the vehicle identification number (unless Form 1098-C is attached).	(c) Description of donated property (For a vehicle, enter the year, make, model, and mileage. For securities, enter the company name and the number of shares.)
A		☐	
B		☐	
C		☐	
D		☐	
E		☐	

Note. If the amount you claimed as a deduction for an item is $500 or less, you do not have to complete columns (e), (f), and (g).

	(d) Date of the contribution	(e) Date acquired by donor (mo., yr.)	(f) How acquired by donor	(g) Donor's cost or adjusted basis	(h) Fair market value (see instructions)	(i) Method used to determine the fair market value
A						
B						
C						
D						
E						

Part II **Partial Interests and Restricted Use Property—**Complete lines 2a through 2e if you gave less than an entire interest in a property listed in Part I. Complete lines 3a through 3c if conditions were placed on a contribution listed in Part I; also attach the required statement (see instructions).

2a Enter the letter from Part I that identifies the property for which you gave less than an entire interest ► _____
If Part II applies to more than one property, attach a separate statement.

b Total amount claimed as a deduction for the property listed in Part I: **(1)** For this tax year ► _____
(2) For any prior tax years ► _____

c Name and address of each organization to which any such contribution was made in a prior year (complete only if different from the donee organization above):
Name of charitable organization (donee)

Address (number, street, and room or suite no.)

City or town, state, and ZIP code

d For tangible property, enter the place where the property is located or kept ► _____

e Name of any person, other than the donee organization, having actual possession of the property ► _____

		Yes	No
3a	Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property?		
b	Did you give to anyone (other than the donee organization or another organization participating with the donee organization in cooperative fundraising) the right to the income from the donated property or to the possession of the property, including the right to vote donated securities, to acquire the property by purchase or otherwise, or to designate the person having such income, possession, or right to acquire?		
c	Is there a restriction limiting the donated property for a particular use?		

Name(s) shown on your income tax return: Jason Charnock & Nicole Charnock | Identifying number:

Section B. Donated Property Over $5,000 (Except Publicly Traded Securities)—Complete this section for one item (or one group of similar items) for which you claimed a deduction of more than $5,000 per item or group (except contributions of publicly traded securities reported in Section A). Provide a separate form for each property donated unless it is part of a group of similar items. An appraisal is generally required for property listed in Section B. See instructions.

Part I Information on Donated Property—To be completed by the taxpayer and/or the appraiser.

4 Check the box that describes the type of property donated:

- **a** ☐ Art* (contribution of $20,000 or more)
- **b** ☐ Qualified Conservation Contribution
- **c** ☐ Equipment
- **d** ☐ Art* (contribution of less than $20,000)
- **e** ☑ Other Real Estate
- **f** ☐ Securities
- **g** ☐ Collectibles**
- **h** ☐ Intellectual Property
- **i** ☐ Vehicles
- **j** ☐ Other

*Art includes paintings, sculptures, watercolors, prints, drawings, ceramics, antiques, decorative arts, textiles, carpets, silver, rare manuscripts, historical memorabilia, and other similar objects.

**Collectibles include coins, stamps, books, gems, jewelry, sports memorabilia, dolls, etc., but not art as defined above.

Note. In certain cases, you must attach a qualified appraisal of the property. See instructions.

5	(a) Description of donated property (if you need more space, attach a separate statement)	(b) If tangible property was donated, give a brief summary of the overall physical condition of the property at the time of the gift	(c) Appraised fair market value
A	0.063 acres for County Road ROW	Very Good	
B			
C			
D			

	(d) Date acquired by donor (mo., yr.)	(e) How acquired by donor	(f) Donor's cost or adjusted basis	(g) For bargain sales, enter amount received	See instructions (h) Amount claimed as a deduction	See instructions (i) Date of contribution
A						
B						
C						
D						

Part II Taxpayer (Donor) Statement—List each item included in Part I above that the appraisal identifies as having a value of $500 or less. See instructions.

I declare that the following item(s) included in Part I above has to the best of my knowledge and belief an appraised value of not more than $500 (per item). Enter identifying letter from Part I and describe the specific item. See instructions. ▶ _____

Signature of taxpayer (donor) ▶ Date ▶

Part III Declaration of Appraiser

I declare that I am not the donor, the donee, a party to the transaction in which the donor acquired the property, employed by, or related to any of the foregoing persons, or married to any person who is related to any of the foregoing persons. And, if regularly used by the donor, donee, or party to the transaction, I performed the majority of my appraisals during my tax year for other persons.

Also, I declare that I perform appraisals on a regular basis; and that because of my qualifications as described in the appraisal, I am qualified to make appraisals of the type of property being valued. I certify that the appraisal fees were not based on a percentage of the appraised property value. Furthermore, I understand that a false or fraudulent overstatement of the property value as described in the qualified appraisal or this Form 8283 may subject me to the penalty under section 6701(a) (aiding and abetting the understatement of tax liability). In addition, I understand that I may be subject to a penalty under section 6695A if I know, or reasonably should know, that my appraisal is to be used in connection with a return or claim for refund and a substantial or gross valuation misstatement results from my appraisal. I affirm that I have not been barred from presenting evidence or testimony by the Office of Professional Responsibility.

Sign Here Signature ▶ Title ▶ Date ▶

Business address (including room or suite no.) | Identifying number

City or town, state, and ZIP code

Part IV Donee Acknowledgment—To be completed by the charitable organization.

This charitable organization acknowledges that it is a qualified organization under section 170(c) and that it received the donated property as described in Section B, Part I, above on the following date ▶ March 29, 2018

Furthermore, this organization affirms that in the event it sells, exchanges, or otherwise disposes of the property described in Section B, Part I (or any portion thereof) within 3 years after the date of receipt, it will file **Form 8282,** Donee Information Return, with the IRS and give the donor a copy of that form. This acknowledgment does not represent agreement with the claimed fair market value.

Does the organization intend to use the property for an unrelated use? . . . . . ▶ ☐ Yes ☑ No

Name of charitable organization (donee)	Employer identification number
Baldwin County Commission	
Address (number, street, and room or suite no.)	**City or town, state, and ZIP code**
312 Courthouse Square, Suite 11	Bay Minette, AL 36507
Authorized signature	**Title** / **Date**
	Chairman

337580

THIS INSTRUMENT PREPARED BY THE
BALDWIN COUNTY HIGHWAY DEPARTMENT
ROBERTSDALE, ALABAMA 36567

DM D.L.C.

STATE OF ALABAMA)

COUNTY OF BALDWIN)

Project No. 0204216
George Younce Road
G, D, B & Pave from CR 24 to EOM
05-55-06-13-0-000-010.000
Tract No. 10

FEE SIMPLE
WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten dollars ($10.00), cash in hand paid to the undersigned by Baldwin County, Alabama, the receipt of which is hereby acknowledged, I (we), the undersigned Grantor(s), Jason Charnock and Nicole Charnock, husband & wife, have this day bargained and sold, and by these presents do hereby GRANT, BARGAIN, SELL and CONVEY unto Baldwin County, Alabama, the following described property:

A part of the Southeast Quarter of the Southwest Quarter of Section 13, Township 7 South, Range 3 East, identified as Tract Number 10 on George Younce Road, Project No. 0204216 in Baldwin County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing at the purported southeast corner of the Southeast Quarter of the Southwest Quarter of Section 13, Township 7 South, Range 3 East in Baldwin County, Alabama;

Thence run northerly along said quarter line a distance of 1061 feet, more or less, to a point;

Thence run westerly a distance of 25 feet, more or less, to the grantor's southeast property corner and being the Point of Beginning of the property herein to be conveyed;

Thence run westerly along the grantor's south property line a distance of 13 feet, more or less, to a point on the acquired R/W line;

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

BALDWIN COUNTY, ALABAMA
TIM RUSSELL PROBATE JUDGE
Filed/cert. 4/ 2/2018 2:29 PM
TOTAL $ 0.00
7 Pages

1687904

Thence run northerly and parallel to project centerline along a curve to the right having a radius of 1090.00 and along the acquired R/W line a distance of 8 feet, more or less, to a point (said point is offset 30.00 feet right of and perpendicular to project centerline at Station 25+98.72);

Thence run northerly along the acquired R/W line a distance of 199 feet, more or less, to a point on the grantor's north property line;

Thence run easterly along the grantor's north property line a distance of 13 feet, more or less, to an iron pin found, being the grantor's northeast property corner;

Thence run southerly along the grantor's east property line a distance of 207 feet, more or less, to the Point of Beginning of the property herein conveyed and containing 0.063 acres, more or less. ***(0.001 acres of the acquired right-of-way is prescriptive and owned by the Grantee and 0.062 acres is being acquired from the Grantor.)**

And as shown on the right of way map of record in the Baldwin County Highway Department, a copy of which is also deposited in the office of the Judge of Probate as an aid to persons and entities interested therein and as shown on the Property Sketch attached hereto and made a part hereof.

TO HAVE AND TO HOLD, unto Baldwin County, Alabama, its successors and assigns in fee simple forever.

AND FOR THE CONSIDERATION AFORESAID, I (we) do for myself (ourselves), for my (our) heirs, executors administrators, successors, and assigns covenant to and with Baldwin County, Alabama, that I (we) am (are) lawfully seized and possessed in fee simple of said tract or parcel of land hereinabove described; that I (we) have a good and lawful right to sell and convey the same as aforesaid; that the same is free of all encumbrances, liens, and claims, except the lien for advalorem taxes which attached on October 1, last past, and which is to be paid by the grantor; and that I (we) will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

THE GRANTOR(S) HEREIN FURTHER COVENANT(S) AND AGREE(S), that the purchase price above-stated is in full compensation to him-her (them) for this conveyance.

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal this the 29th day of March, 2018.

Jason Charnock

Nicole Charnock

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, Tracey L. Comstock, a Notary Public, in and for said County in said State, hereby certify that Jason Charnock and Nicole Charnock, whose name(s) are, signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, they, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 29th day of March, 2018.

Tracey L. Comstock
NOTARY PUBLIC

My Commission Expires: November 3, 2020

ACKNOWLEDGMENT FOR CORPORATION

STATE OF ALABAMA

COUNTY OF BALDWIN

I, _____, a _____ in and for said County, in said State, hereby certify that _____ whose name as _____ of the _____ Company, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this _____ day of _____, A.D. 2018.

_____

Official Title _____

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

WAIVER OF RIGHTS TO APPRAISAL AND JUST COMPENSATION AND RIGHT-OF-ENTRY

GEORGE YOUNCE ROAD
COUNTY ROAD 24 TO EOM
PROJECT NO. 0204216
BALDWIN COUNTY
TRACT 10

I (We) the undersigned property owner(s) do hereby acknowledge that I (we) have been made aware of the fact that this project is not funded and could remain unfunded for some time.

I (We) hereby acknowledge that I (we) have been made aware of my (our) rights to an appraisal and just compensation and in further consideration of the benefits accrued to my (our) property from the above-referenced project, I (we) do hereby waive my (our) rights to said appraisal and just compensation and grant right-of-entry for the construction of same.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the 29th day of March, 2018.

Jason Charnock

Nicole Charnock

Nicole Charnock

GRANTEE'S MAILING ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, Tracey L. Comstock, a Notary Public, in and for said County in said State, hereby certify that Jason Charnock and Nicole Charnock, whose name(s) is, signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, being informed of the contents of this conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 29th day of March, 2018.

Tracey L. Comstock
NOTARY PUBLIC

My Commission Expires: November 3, 2020

TRACEY COMSTOCK NOTARY PUBLIC STATE OF ALABAMA

ACKNOWLEDGMENT FOR CORPORATION

STATE OF _____)

COUNTY OF _____)

_____, a _____ in and for said County, in said State, hereby certify that _____ whose name as _____ of the _____Company, a corporation, is signed to the foregoing conveyance, and who is known to me acknowledged before me on this day that, being informed of the contents of this conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

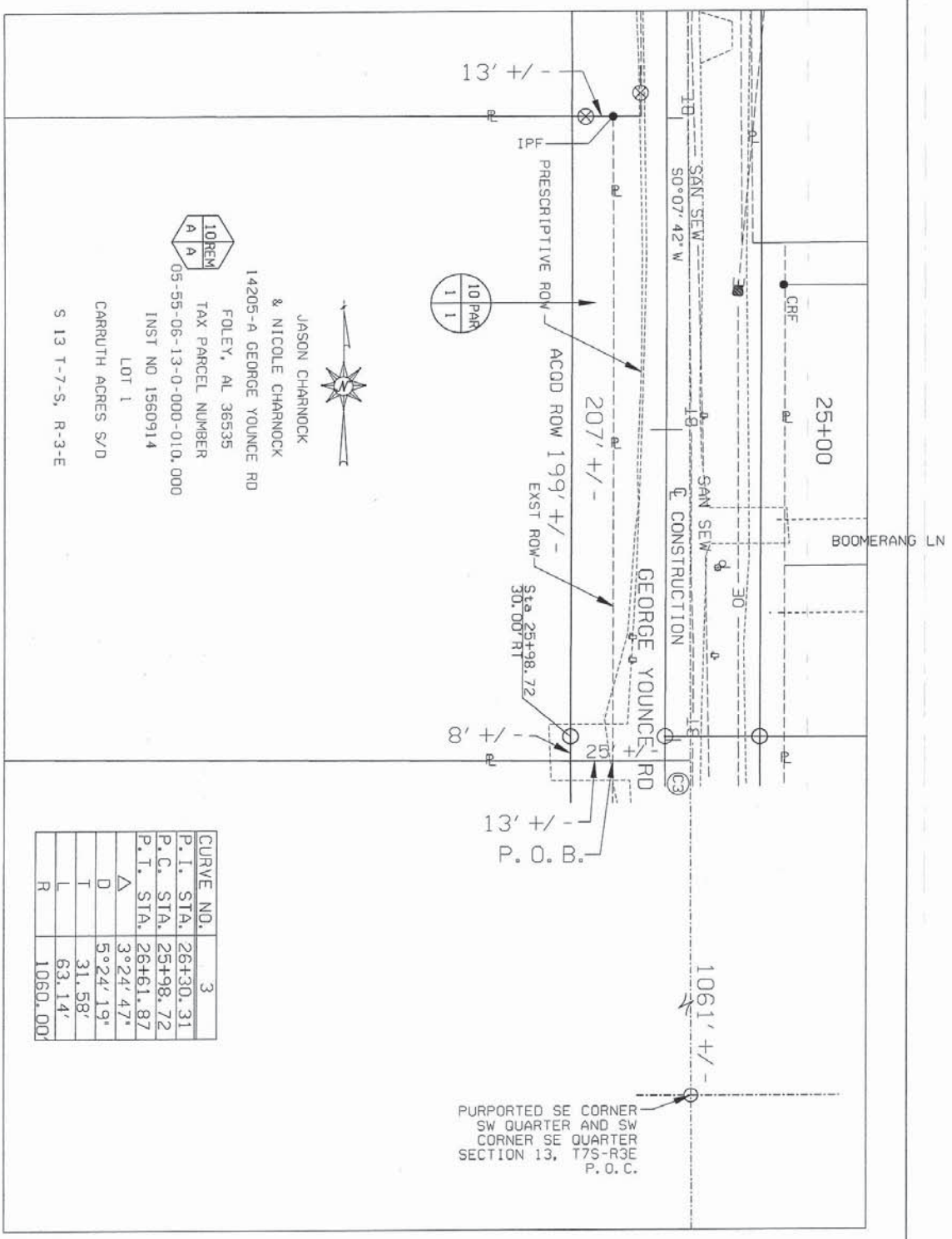
Given under my hand this _____ day of _____, A.D. 2018.

_____

Official Title_____

GRANTEE'S MAILING ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576



CURVE NO.	3
P. I. STA.	26+30.31
P. C. STA.	25+98.72
P. T. STA.	26+61.87
Δ	3°24' 47"
D	5°24' 19"
T	31.58'
L	63.14'
R	1060.00'

THIS IS NOT A BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO.	10	PROJECT NO.	0204216
OWNER	JASON & NICOLE CHARNOCK	COUNTY	BALDWIN
TOTAL ACREAGE	13.499	SCALE:	1" =40'
R. O. W. REQUIRED	0.062	DATE:	05-25-2017
PRESCRIPTIVE R. O. W.	0.001	REVISED:	N/A
T. C. E. REQUIRED	N/A	SHEET :	1 OF 1
REMAINDER	13.436		

GEORGE YOUNCE ROAD
(Tract 10)

Baldwin County Commission

Agenda Action Form

File #: 18-0714, **Version:** 1 **Item #:** BN13

Meeting Type: BCC Regular Meeting
Meeting Date: 8/7/2018
Item Status: New
From: Joey Nunnally, P.E., County Engineer
Submitted by: Lisa Sangster, Chief Administrative Assistant

ITEM TITLE
Execution of IRS Form 8283 for a Donated Right-of-Way on George Younce Road - Project No. 0204216 (Tract 11)

STAFF RECOMMENDATION
Take the following actions:

1. Accept 0.042 acres on George Younce Road - Project No. 0204216 (Tract 11) as a right-of-way donated to Baldwin County by Robert E. Ewing and Kathryn S. Ewing on March 22, 2018 (Instrument No. 1686121 of Baldwin County Judge of Probate); and

2. Related to the aforesaid, authorize the Chairman to execute IRS Form 8283 for the donated right-of-way.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: On March 22, 2018, the Baldwin County Highway Department accepted a right-of-way donation on George Younce Road - Project No. 0204216 from Robert E. Ewing and Kathryn S. Ewing.

By the Chairman executing the IRS Form 8283, the County is not indicating that it agrees with the valuation of the property, but rather the County is acknowledging the fact that the County did receive the property.

The only part of the form that will be signed by the Chairman is Part IV, Donee Acknowledgement, in which:

1. The date of receipt of the donation is acknowledged;

2. The County affirms that it will file an IRS information return should it dispose of the property within two (2) years after the date of receipt; and

3. The County states whether it intends to use the property for an unrelated use.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration Staff

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Administration Staff have Chairman sign IRS Form 8283. Mail original to Robert E. Ewing and send copy to Debra Morris.

Contact:
Robert E. Ewing

15843 Keeney Drive
Fairhope, Alabama 36532

Additional instructions/notes: N/A

Form **8283**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Noncash Charitable Contributions

► **Attach to your tax return if you claimed a total deduction of over $500 for all contributed property.**

► **Information about Form 8283 and its separate instructions is at *www.irs.gov/form8283*.**

OMB No. 1545-0908

Attachment Sequence No. **155**

Name(s) shown on your income tax return

Robert E. Ewing & Kathryn S. Ewing

Identifying number

Note. Figure the amount of your contribution deduction before completing this form. See your tax return instructions.

Section A. Donated Property of $5,000 or Less and Publicly Traded Securities—List in this section **only** items (or groups of similar items) for which you claimed a deduction of $5,000 or less. Also list publicly traded securities even if the deduction is more than $5,000 (see instructions).

Part I **Information on Donated Property—**If you need more space, attach a statement.

1	(a) Name and address of the donee organization	(b) If donated property is a vehicle (see instructions), check the box. Also enter the vehicle identification number (unless Form 1098-C is attached).	(c) Description of donated property (For a vehicle, enter the year, make, model, and mileage. For securities, enter the company name and the number of shares.)
A		☐	
B		☐	
C		☐	
D		☐	
E		☐	

Note. If the amount you claimed as a deduction for an item is $500 or less, you do not have to complete columns (e), (f), and (g).

	(d) Date of the contribution	(e) Date acquired by donor (mo., yr.)	(f) How acquired by donor	(g) Donor's cost or adjusted basis	(h) Fair market value (see instructions)	(i) Method used to determine the fair market value
A						
B						
C						
D						
E						

Part II **Partial Interests and Restricted Use Property—**Complete lines 2a through 2e if you gave less than an entire interest in a property listed in Part I. Complete lines 3a through 3c if conditions were placed on a contribution listed in Part I; also attach the required statement (see instructions).

2a Enter the letter from Part I that identifies the property for which you gave less than an entire interest ► _____
If Part II applies to more than one property, attach a separate statement.

b Total amount claimed as a deduction for the property listed in Part I: **(1)** For this tax year ► _____
(2) For any prior tax years ► _____

c Name and address of each organization to which any such contribution was made in a prior year (complete only if different from the donee organization above):
Name of charitable organization (donee)

Address (number, street, and room or suite no.)

City or town, state, and ZIP code

d For tangible property, enter the place where the property is located or kept ► _____

e Name of any person, other than the donee organization, having actual possession of the property ► _____

		Yes	No
3a	Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property?		
b	Did you give to anyone (other than the donee organization or another organization participating with the donee organization in cooperative fundraising) the right to the income from the donated property or to the possession of the property, including the right to vote donated securities, to acquire the property by purchase or otherwise, or to designate the person having such income, possession, or right to acquire?		
c	Is there a restriction limiting the donated property for a particular use?		

Name(s) shown on your income tax return: Robert E. Ewing & Kathryn S. Ewing | Identifying number:

Section B. Donated Property Over $5,000 (Except Publicly Traded Securities)—Complete this section for one item (or one group of similar items) for which you claimed a deduction of more than $5,000 per item or group (except contributions of publicly traded securities reported in Section A). Provide a separate form for each property donated unless it is part of a group of similar items. An appraisal is generally required for property listed in Section B. See instructions.

Part I Information on Donated Property—To be completed by the taxpayer and/or the appraiser.

4 Check the box that describes the type of property donated:

- **a** ☐ Art* (contribution of $20,000 or more)
- **b** ☐ Qualified Conservation Contribution
- **c** ☐ Equipment
- **d** ☐ Art* (contribution of less than $20,000)
- **e** ☑ Other Real Estate
- **f** ☐ Securities
- **g** ☐ Collectibles**
- **h** ☐ Intellectual Property
- **i** ☐ Vehicles
- **j** ☐ Other

*Art includes paintings, sculptures, watercolors, prints, drawings, ceramics, antiques, decorative arts, textiles, carpets, silver, rare manuscripts, historical memorabilia, and other similar objects.

**Collectibles include coins, stamps, books, gems, jewelry, sports memorabilia, dolls, etc., but not art as defined above.

Note. In certain cases, you must attach a qualified appraisal of the property. See instructions.

5	(a) Description of donated property (if you need more space, attach a separate statement)	(b) If tangible property was donated, give a brief summary of the overall physical condition of the property at the time of the gift	(c) Appraised fair market value
A	0.042 acres for County Road ROW	Very Good	
B			
C			
D			

	(d) Date acquired by donor (mo., yr.)	(e) How acquired by donor	(f) Donor's cost or adjusted basis	(g) For bargain sales, enter amount received	See instructions (h) Amount claimed as a deduction	See instructions (i) Date of contribution
A						
B						
C						
D						

Part II Taxpayer (Donor) Statement—List each item included in Part I above that the appraisal identifies as having a value of $500 or less. See instructions.

I declare that the following item(s) included in Part I above has to the best of my knowledge and belief an appraised value of not more than $500 (per item). Enter identifying letter from Part I and describe the specific item. See instructions. ▶ _____

Signature of taxpayer (donor) ▶ Date ▶

Part III Declaration of Appraiser

I declare that I am not the donor, the donee, a party to the transaction in which the donor acquired the property, employed by, or related to any of the foregoing persons, or married to any person who is related to any of the foregoing persons. And, if regularly used by the donor, donee, or party to the transaction, I performed the majority of my appraisals during my tax year for other persons.

Also, I declare that I perform appraisals on a regular basis; and that because of my qualifications as described in the appraisal, I am qualified to make appraisals of the type of property being valued. I certify that the appraisal fees were not based on a percentage of the appraised property value. Furthermore, I understand that a false or fraudulent overstatement of the property value as described in the qualified appraisal or this Form 8283 may subject me to the penalty under section 6701(a) (aiding and abetting the understatement of tax liability). In addition, I understand that I may be subject to a penalty under section 6695A if I know, or reasonably should know, that my appraisal is to be used in connection with a return or claim for refund and a substantial or gross valuation misstatement results from my appraisal. I affirm that I have not been barred from presenting evidence or testimony by the Office of Professional Responsibility.

Sign Here Signature ▶ Title ▶ Date ▶

Business address (including room or suite no.) | Identifying number

City or town, state, and ZIP code

Part IV Donee Acknowledgment—To be completed by the charitable organization.

This charitable organization acknowledges that it is a qualified organization under section 170(c) and that it received the donated property as described in Section B, Part I, above on the following date ▶ March 22, 2018

Furthermore, this organization affirms that in the event it sells, exchanges, or otherwise disposes of the property described in Section B, Part I (or any portion thereof) within 3 years after the date of receipt, it will file **Form 8282,** Donee Information Return, with the IRS and give the donor a copy of that form. This acknowledgment does not represent agreement with the claimed fair market value.

Does the organization intend to use the property for an unrelated use? . . . . . ▶ ☐ Yes ☑ No

Name of charitable organization (donee)	Employer identification number
Baldwin County Commission	
Address (number, street, and room or suite no.)	**City or town, state, and ZIP code**
312 Courthouse Square, Suite 11	Bay Minette, AL 36507
Authorized signature	**Title** / **Date**
	Chairman

THIS INSTRUMENT PREPARED BY THE
BALDWIN COUNTY HIGHWAY DEPARTMENT
ROBERTSDALE, ALABAMA 36567

DWO.

STATE OF ALABAMA)

COUNTY OF BALDWIN)

Project No. 0204216
George Younce Road
G, D, B & Pave from CR 24 to EOM
05-55-06-13-0-000-010.004
Tract No. 11

FEE SIMPLE
WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten dollars ($10.00), cash in hand paid to the undersigned by Baldwin County, Alabama, the receipt of which is hereby acknowledged, I (we), the undersigned Grantor(s), Robert E. Ewing and Kathryn S. Ewing, husband & wife, have this day bargained and sold, and by these presents do hereby GRANT, BARGAIN, SELL and CONVEY unto Baldwin County, Alabama, the following described property:

A part of the Southeast Quarter of the Southwest Quarter of Section 13, Township 7 South, Range 3 East, identified as Tract Number 11 on George Younce Road, Project No. 0204216 in Baldwin County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing at the purported southeast corner of the Southeast Quarter of the Southwest Quarter of Section 13, Township 7 South, Range 3 East in Baldwin County, Alabama;

Thence run northerly along said quarter line a distance of 853 feet, more or less, to a point;

Thence run westerly a distance of 25 feet, more or less, to the grantor's southeast property corner and being the Point of Beginning of the property herein to be conveyed;

Thence run westerly along the grantor's south property line a distance of 3 feet, more or less, to a point on the acquired R/W line;

Thence run northwesterly along the acquired R/W a distance of 150 feet, more or less to a point (said point is offset 30.00 feet right of and perpendicular to project centerline at Station 26+61.87);

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

277451

BALDWIN COUNTY, ALABAMA
TIM RUSSELL PROBATE JUDGE
Filed/cert. 3/22/2018 2:12 PM
TOTAL $ 0.00
6 Pages

1686121

Thence run northerly and parallel to project centerline along a curve to the right having a radius of 1090.00 and along the acquired R/W line a distance of 57 feet, more or less, to a point on the grantor's north property line;

Thence run easterly along the grantor's north property line a distance of 13 feet, more or less, to a point on the grantor's east property line;

Thence run southerly along the grantor's east property line a distance of 206 feet, more or less, to the Point of Beginning of the property herein conveyed and containing 0.042 acres, more or less.

And as shown on the right of way map of record in the Baldwin County Highway Department, a copy of which is also deposited in the office of the Judge of Probate as an aid to persons and entities interested therein and as shown on the Property Sketch attached hereto and made a part hereof.

TO HAVE AND TO HOLD, unto Baldwin County, Alabama, its successors and assigns in fee simple forever.

AND FOR THE CONSIDERATION AFORESAID, I (we) do for myself (ourselves), for my (our) heirs, executors administrators, successors, and assigns covenant to and with Baldwin County, Alabama, that I (we) am (are) lawfully seized and possessed in fee simple of said tract or parcel of land hereinabove described; that I (we) have a good and lawful right to sell and convey the same as aforesaid; that the same is free of all encumbrances, liens, and claims, except the lien for advalorem taxes which attached on October 1, last past, and which is to be paid by the grantor; and that I (we) will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

THE GRANTOR(S) HEREIN FURTHER COVENANT(S) AND AGREE(S), that the purchase price above-stated is in full compensation to him-her (them) for this conveyance.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal this the 22nd day of March, 2018.

Robert E Ewing

Robert E. Ewing

Kathryn S. Ewing

Kathryn S. Ewing

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, Tracey L. Comstock, a Notary Public, in and for said County in said State, hereby certify that Robert E. Ewing and Kathryn S. Ewing, whose name(s) are, signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, they, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 22nd day of March, 2018.

Tracey L. Comstock
NOTARY PUBLIC

My Commission Expires: November 3, 2020

ACKNOWLEDGMENT FOR CORPORATION

STATE OF ALABAMA

COUNTY OF BALDWIN

I, _____, a _____ in and for said County, in said State, hereby certify that _____ whose name as _____ of the _____ Company, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this _____ day of _____, A.D. 2018.

_____

Official Title _____

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

WAIVER OF RIGHTS TO APPRAISAL AND JUST COMPENSATION AND RIGHT-OF-ENTRY

GEORGE YOUNCE ROAD
COUNTY ROAD 24 TO EOM
PROJECT NO. 0204216
BALDWIN COUNTY
TRACT 11

I (We) the undersigned property owner(s) do hereby acknowledge that I (we) have been made aware of the fact that this project is not funded and could remain unfunded for some time.

I (We) hereby acknowledge that I (we) have been made aware of my (our) rights to an appraisal and just compensation and in further consideration of the benefits accrued to my (our) property from the above-referenced project, I (we) do hereby waive my (our) rights to said appraisal and just compensation and grant right-of-entry for the construction of same.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the 22nd day of March, 2018.

Robert E. Ewing

Robert E. Ewing

Kathryn S. Ewing

Kathryn S. Ewing

GRANTEE'S MAILING ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, Tracey L. Comstock, a Notary Public, in and for said County in said State, hereby certify that Robert E. Ewing and Kathryn S. Ewing, whose name(s) is, signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, being informed of the contents of this conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 22nd day of March, 2018.

Tracey L. Comstock
NOTARY PUBLIC

My Commission Expires: November 3, 2020

ACKNOWLEDGMENT FOR CORPORATION

STATE OF _____)

COUNTY OF _____)

_____, a _____ in and for said County, in said State, hereby certify that _____ whose name as _____ of the _____Company, a corporation, is signed to the foregoing conveyance, and who is known to me acknowledged before me on this day that, being informed of the contents of this conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

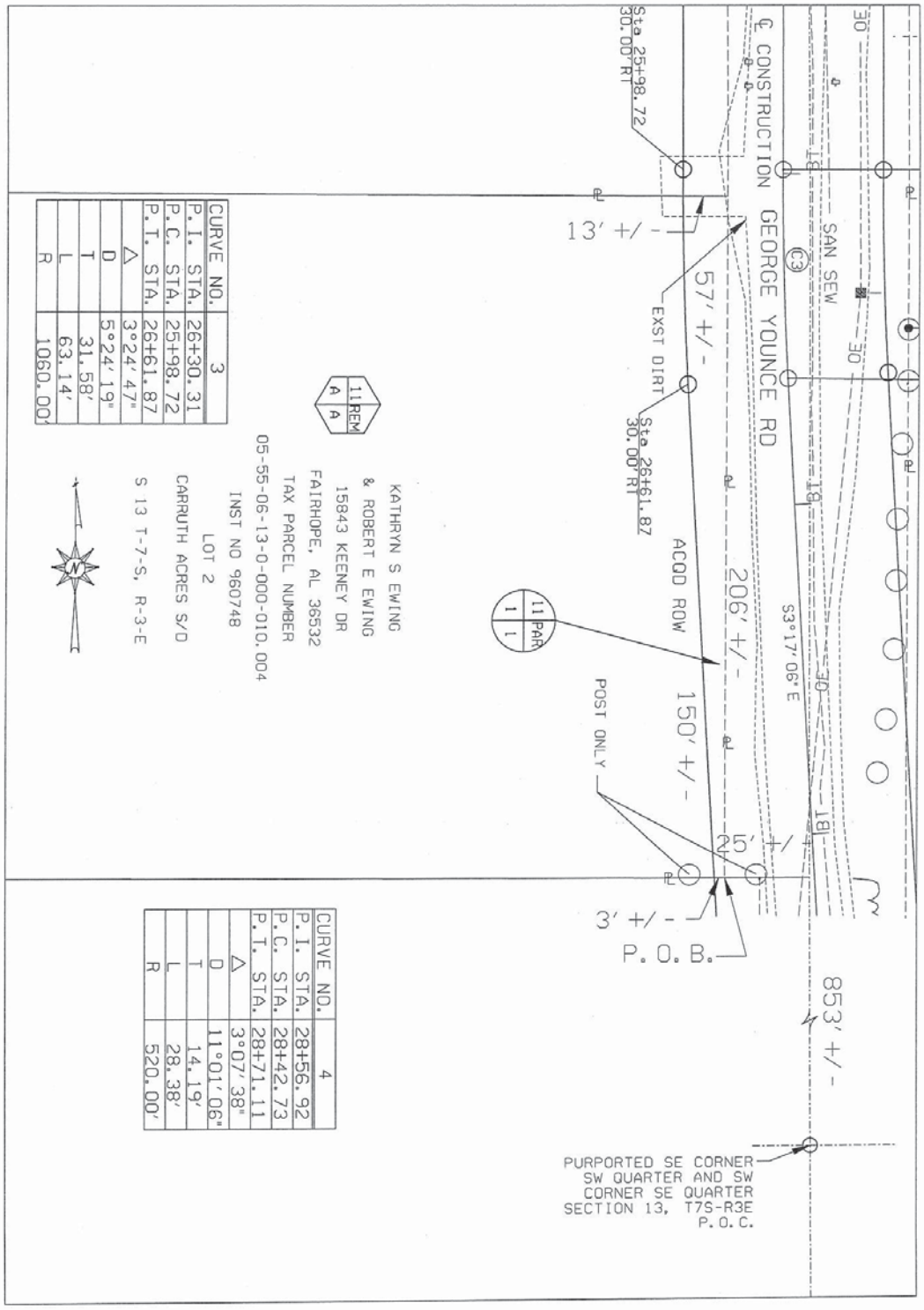
Given under my hand this _____ day of _____, A.D. 2018.

_____

Official Title_____

GRANTEE'S MAILING ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576



CURVE NO.	3
P.I. STA.	26+30.31
P.C. STA.	25+98.72
P.T. STA.	26+61.87
Δ	3°24'47"
D	5°24'19"
T	31.58'
L	63.14'
R	1060.00'

CURVE NO.	4
P.I. STA.	28+56.92
P.C. STA.	28+42.73
P.T. STA.	28+71.11
Δ	3°07'38"
D	11°01'06"
T	14.19'
L	28.38'
R	520.00'

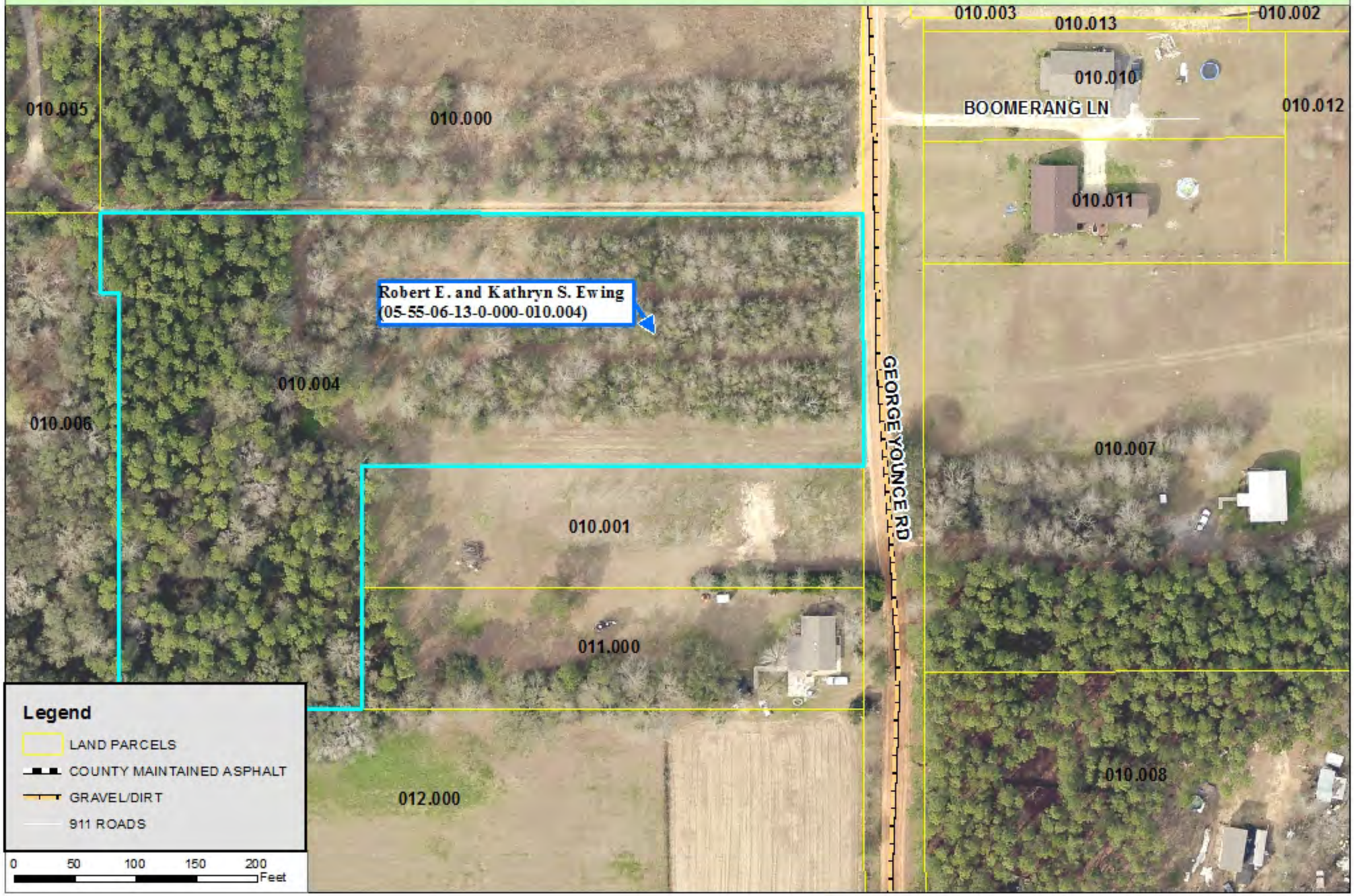
THIS IS NOT A BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO. 11
OWNER KATHRYN S. & ROBERT E. EWING
TOTAL ACREAGE 3.846
R.O.W. REQUIRED 0.042
PRESCRIPTIVE R.O.W. 0.000
T.C.E. REQUIRED N/A
REMAINDER 3.804

PROJECT NO. 0204216
COUNTY BALDWIN
SCALE: 1" =40'
DATE: 05-25-2017
REVISED: N/A
SHEET : 1 OF 1

GEORGE YOUNCE ROAD
(Tract 11)



Baldwin County Commission

Agenda Action Form

File #: 18-0716, **Version:** 1 **Item #:** BN14

Meeting Type: BCC Regular Meeting
Meeting Date: 8/7/2018
Item Status: New
From: Joey Nunnally, P.E., County Engineer
Submitted by: Lisa Sangster, Chief Administrative Assistant

ITEM TITLE
Execution of IRS Form 8283 for a Donated Right-of-Way on George Younce Road - Project No. 0204216 (Tract 17)

STAFF RECOMMENDATION
Take the following actions:

1. Accept 0.062 acres on George Younce Road - Project No. 0204216 (Tract 17) as a right-of-way donated to Baldwin County by Mary M. Kochis on April 13, 2018 (Instrument No. 1690340 of Baldwin County Judge of Probate); and

2. Related to the aforesaid, authorize the Chairman to execute IRS Form 8283 for the donated right-of-way.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: On April 13, 2018, the Baldwin County Highway Department accepted a right-of-way donation on George Younce Road - Project No. 0204216 from Mary M. Kochis.

By the Chairman executing the IRS Form 8283, the County is not indicating that it agrees with the valuation of the property, but rather the County is acknowledging the fact that the County did receive the property.

The only part of the form that will be signed by the Chairman is Part IV, Donee Acknowledgement, in which:

1. The date of receipt of the donation is acknowledged;

2. The County affirms that it will file an IRS information return should it dispose of the property within two (2) years after the date of receipt; and

3. The County states whether it intends to use the property for an unrelated use.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration Staff

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Administration Staff have Chairman sign IRS Form 8283. Mail original to Mary M. Kochis and send copy to Debra Morris.

Contact:
Mary M. Kochis
28742 Canal Road
Orange Beach, Alabama 36561

Additional instructions/notes: N/A

powered by Legistar™

Form **8283**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Noncash Charitable Contributions

► **Attach to your tax return if you claimed a total deduction of over $500 for all contributed property.**

► **Information about Form 8283 and its separate instructions is at *www.irs.gov/form8283*.**

OMB No. 1545-0908

Attachment Sequence No. **155**

Name(s) shown on your income tax return

Mary M. Kochis

Identifying number

Note. Figure the amount of your contribution deduction before completing this form. See your tax return instructions.

Section A. Donated Property of $5,000 or Less and Publicly Traded Securities—List in this section **only** items (or groups of similar items) for which you claimed a deduction of $5,000 or less. Also list publicly traded securities even if the deduction is more than $5,000 (see instructions).

Part I **Information on Donated Property—**If you need more space, attach a statement.

1	(a) Name and address of the donee organization	(b) If donated property is a vehicle (see instructions), check the box. Also enter the vehicle identification number (unless Form 1098-C is attached).	(c) Description of donated property (For a vehicle, enter the year, make, model, and mileage. For securities, enter the company name and the number of shares.)
A		☐	
B		☐	
C		☐	
D		☐	
E		☐	

Note. If the amount you claimed as a deduction for an item is $500 or less, you do not have to complete columns (e), (f), and (g).

	(d) Date of the contribution	(e) Date acquired by donor (mo., yr.)	(f) How acquired by donor	(g) Donor's cost or adjusted basis	(h) Fair market value (see instructions)	(i) Method used to determine the fair market value
A						
B						
C						
D						
E						

Part II **Partial Interests and Restricted Use Property—**Complete lines 2a through 2e if you gave less than an entire interest in a property listed in Part I. Complete lines 3a through 3c if conditions were placed on a contribution listed in Part I; also attach the required statement (see instructions).

2a Enter the letter from Part I that identifies the property for which you gave less than an entire interest ► _____
If Part II applies to more than one property, attach a separate statement.

b Total amount claimed as a deduction for the property listed in Part I: **(1)** For this tax year ► _____
(2) For any prior tax years ► _____

c Name and address of each organization to which any such contribution was made in a prior year (complete only if different from the donee organization above):
Name of charitable organization (donee)

Address (number, street, and room or suite no.)

City or town, state, and ZIP code

d For tangible property, enter the place where the property is located or kept ► _____

e Name of any person, other than the donee organization, having actual possession of the property ► _____

		Yes	No
3a	Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property?		
b	Did you give to anyone (other than the donee organization or another organization participating with the donee organization in cooperative fundraising) the right to the income from the donated property or to the possession of the property, including the right to vote donated securities, to acquire the property by purchase or otherwise, or to designate the person having such income, possession, or right to acquire?		
c	Is there a restriction limiting the donated property for a particular use?		

Name(s) shown on your income tax return: Mary M. Kochis | Identifying number:

Section B. Donated Property Over $5,000 (Except Publicly Traded Securities)—Complete this section for one item (or one group of similar items) for which you claimed a deduction of more than $5,000 per item or group (except contributions of publicly traded securities reported in Section A). Provide a separate form for each property donated unless it is part of a group of similar items. An appraisal is generally required for property listed in Section B. See instructions.

Part I Information on Donated Property—To be completed by the taxpayer and/or the appraiser.

4 Check the box that describes the type of property donated:

- **a** ☐ Art* (contribution of $20,000 or more)
- **b** ☐ Qualified Conservation Contribution
- **c** ☐ Equipment
- **d** ☐ Art* (contribution of less than $20,000)
- **e** ☑ Other Real Estate
- **f** ☐ Securities
- **g** ☐ Collectibles**
- **h** ☐ Intellectual Property
- **i** ☐ Vehicles
- **j** ☐ Other

*Art includes paintings, sculptures, watercolors, prints, drawings, ceramics, antiques, decorative arts, textiles, carpets, silver, rare manuscripts, historical memorabilia, and other similar objects.

**Collectibles include coins, stamps, books, gems, jewelry, sports memorabilia, dolls, etc., but not art as defined above.

Note. In certain cases, you must attach a qualified appraisal of the property. See instructions.

5	(a) Description of donated property (if you need more space, attach a separate statement)	(b) If tangible property was donated, give a brief summary of the overall physical condition of the property at the time of the gift	(c) Appraised fair market value
A	0.062 acres for County Road ROW	Very Good	
B			
C			
D			

	(d) Date acquired by donor (mo., yr.)	(e) How acquired by donor	(f) Donor's cost or adjusted basis	(g) For bargain sales, enter amount received	See instructions (h) Amount claimed as a deduction	See instructions (i) Date of contribution
A						
B						
C						
D						

Part II Taxpayer (Donor) Statement—List each item included in Part I above that the appraisal identifies as having a value of $500 or less. See instructions.

I declare that the following item(s) included in Part I above has to the best of my knowledge and belief an appraised value of not more than $500 (per item). Enter identifying letter from Part I and describe the specific item. See instructions. ▶ _____

Signature of taxpayer (donor) ▶ Date ▶

Part III Declaration of Appraiser

I declare that I am not the donor, the donee, a party to the transaction in which the donor acquired the property, employed by, or related to any of the foregoing persons, or married to any person who is related to any of the foregoing persons. And, if regularly used by the donor, donee, or party to the transaction, I performed the majority of my appraisals during my tax year for other persons.

Also, I declare that I perform appraisals on a regular basis; and that because of my qualifications as described in the appraisal, I am qualified to make appraisals of the type of property being valued. I certify that the appraisal fees were not based on a percentage of the appraised property value. Furthermore, I understand that a false or fraudulent overstatement of the property value as described in the qualified appraisal or this Form 8283 may subject me to the penalty under section 6701(a) (aiding and abetting the understatement of tax liability). In addition, I understand that I may be subject to a penalty under section 6695A if I know, or reasonably should know, that my appraisal is to be used in connection with a return or claim for refund and a substantial or gross valuation misstatement results from my appraisal. I affirm that I have not been barred from presenting evidence or testimony by the Office of Professional Responsibility.

Sign Here Signature ▶ Title ▶ Date ▶

Business address (including room or suite no.) | Identifying number

City or town, state, and ZIP code

Part IV Donee Acknowledgment—To be completed by the charitable organization.

This charitable organization acknowledges that it is a qualified organization under section 170(c) and that it received the donated property as described in Section B, Part I, above on the following date ▶ April 13, 2018

Furthermore, this organization affirms that in the event it sells, exchanges, or otherwise disposes of the property described in Section B, Part I (or any portion thereof) within 3 years after the date of receipt, it will file **Form 8282,** Donee Information Return, with the IRS and give the donor a copy of that form. This acknowledgment does not represent agreement with the claimed fair market value.

Does the organization intend to use the property for an unrelated use? . . . . . ▶ ☐ Yes ☑ No

Name of charitable organization (donee)	Employer identification number	
Baldwin County Commission		
Address (number, street, and room or suite no.)	City or town, state, and ZIP code	
312 Courthouse Square, Suite 11	Bay Minette, AL 36507	
Authorized signature	Title: Chairman	Date

THIS INSTRUMENT PREPARED BY THE
BALDWIN COUNTY HIGHWAY DEPARTMENT
ROBERTSDALE, ALABAMA 36567

DM
DK

STATE OF ALABAMA)

COUNTY OF BALDWIN)

Project No. 0204216
George Younce Road
G, D, B & Pave from CR 24 to EOM
05-55-06-13-0-000-010.009
Tract No. 17

BALDWIN COUNTY, ALABAMA
TIM RUSSELL PROBATE JUDGE
Filed/cert. 4/13/2018 2:54 PM
TOTAL $ 0.00
6 Pages

1690340

FEE SIMPLE WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten dollars ($10.00), cash in hand paid to the undersigned by Baldwin County, Alabama, the receipt of which is hereby acknowledged, I (we), the undersigned Grantor(s), Mary M. Kochis, unmarried woman, have this day bargained and sold, and by these presents do hereby GRANT, BARGAIN, SELL and CONVEY unto Baldwin County, Alabama, the following described property:

A part of the Southwest Quarter of the Southeast Quarter of Section 13, Township 7 South, Range 3 East, identified as Tract Number 17 on George Younce Road, Project No. 0204216 in Baldwin County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing at the purported southwest corner of the Southwest Quarter of the Southeast Quarter of Section 13, Township 7 South, Range 3 East in Baldwin County, Alabama;

Thence run northerly along said quarter line a distance of 20 feet, more or less, to a point;

Thence run easterly a distance of 26 feet, more or less, to the grantor's southwest property corner and being the Point of Beginning of the property herein to be conveyed;

Thence run northerly along the grantor's west property line a distance of 321 feet, more or less, to the grantor's northwest property corner;

Thence run easterly along the grantor's north property line a distance of 8 feet, more or less, to a point on the acquired R/W line;

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

Thence run southerly along the acquired R/W line a distance of 94 feet, more or less, to a point (said point is offset 30.00 feet left of and perpendicular to project centerline at Station 34+19.74);

Thence run southerly and parallel to project centerline along a curve to the left having a radius of 1030.00 and along the acquired R/W line a distance of 50 feet, more or less, to a point (said point is offset 30.00 feet left of and perpendicular to project centerline at Station 34+70.51);

Thence run southerly along the acquired R/W line a distance of 179 feet, more or less, to a point on the grantor's south property line;

Thence run westerly along the grantor's south property line a distance of 12 feet, more or less, to the Point of Beginning of the property herein conveyed and containing 0.062 acres, more or less. ***(0.007 acres of the acquired right-of-way is prescriptive and owned by the Grantee and 0.055 acres is being acquired from the Grantor.)**

And as shown on the right of way map of record in the Baldwin County Highway Department, a copy of which is also deposited in the office of the Judge of Probate as an aid to persons and entities interested therein and as shown on the Property Sketch attached hereto and made a part hereof.

TO HAVE AND TO HOLD, unto Baldwin County, Alabama, its successors and assigns in fee simple forever.

AND FOR THE CONSIDERATION AFORESAID, I (we) do for myself (ourselves), for my (our) heirs, executors administrators, successors, and assigns covenant to and with Baldwin County, Alabama, that I (we) am (are) lawfully seized and possessed in fee simple of said tract or parcel of land hereinabove described; that I (we) have a good and lawful right to sell and convey the same as aforesaid; that the same is free of all encumbrances, liens, and claims, except the lien for advalorem taxes which attached on October 1, last past, and which is to be paid by the grantor; and that I (we) will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

THE GRANTOR(S) HEREIN FURTHER COVENANT(S) AND AGREE(S), that the purchase price above-stated is in full compensation to him-her (them) for this conveyance.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal this the 13th day of April, 2018.

Mary M Kochis

Mary M. Kochis

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, Tracey L. Comstock, a Notary Public, in and for said County in said State, hereby certify that Mary M. Kochis, whose name(s) is, signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 13th day of April, 2018.

Tracey L. Comstock
NOTARY PUBLIC

My Commission Expires: November 3, 2020

NOTARY PUBLIC STATE OF ALABAMA

ACKNOWLEDGMENT FOR CORPORATION

STATE OF ALABAMA

COUNTY OF BALDWIN

I, _____, a _____ in and for said County, in said State, hereby certify that _____ whose name as _____ of the _____ Company, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this _____ day of _____, A.D. 2018.

_____

Official Title _____

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

WAIVER OF RIGHTS TO APPRAISAL AND JUST COMPENSATION AND RIGHT-OF-ENTRY

GEORGE YOUNCE ROAD
COUNTY ROAD 24 TO EOM
PROJECT NO. 0204216
BALDWIN COUNTY
TRACT 17

I (We) the undersigned property owner(s) do hereby acknowledge that I (we) have been made aware of the fact that this project is not funded and could remain unfunded for some time.

I (We) hereby acknowledge that I (we) have been made aware of my (our) rights to an appraisal and just compensation and in further consideration of the benefits accrued to my (our) property from the above-referenced project, I (we) do hereby waive my (our) rights to said appraisal and just compensation and grant right-of-entry for the construction of same.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the 13th day of April, 2018.

Mary M Kochis

Mary M. Kochis

GRANTEE'S MAILING ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, Tracey L. Comstock, a Notary Public, in and for said County in said State, hereby certify that Mary M. Kochis, whose name(s) is, signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, being informed of the contents of this conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 13th day of April, 2018.

Tracey L. Comstock
NOTARY PUBLIC

My Commission Expires: November 3, 2020

TRACEY L. COMSTOCK NOTARY PUBLIC STATE OF ALABAMA

ACKNOWLEDGMENT FOR CORPORATION

STATE OF _____)

COUNTY OF _____)

_____, a _____ in and for said County, in said State, hereby certify that _____ whose name as _____ of the _____Company, a corporation, is signed to the foregoing conveyance, and who is known to me acknowledged before me on this day that, being informed of the contents of this conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

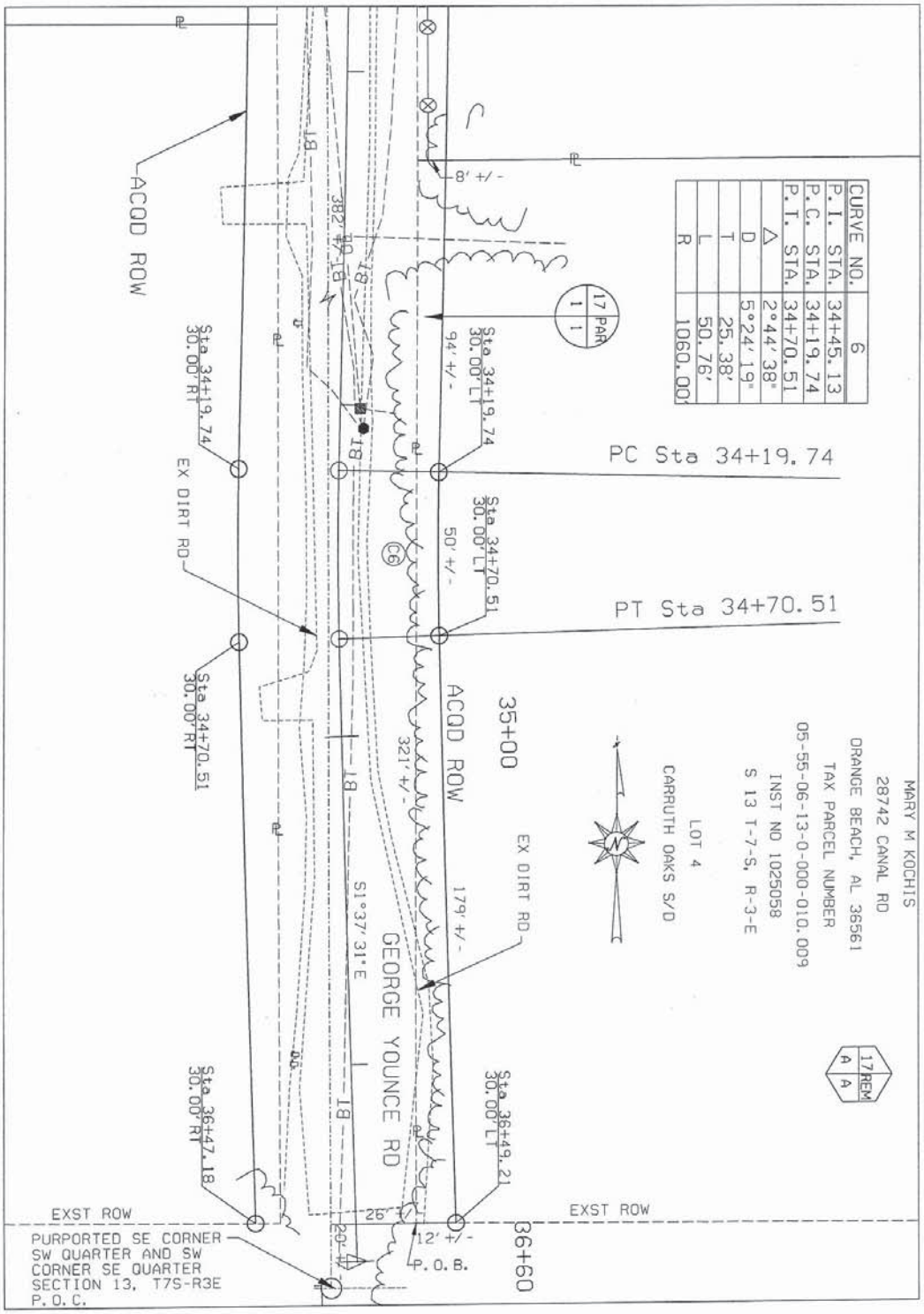
Given under my hand this _____ day of _____, A.D. 2018.

_____

Official Title_____

GRANTEE'S MAILING ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576



CURVE NO.	6
P.I. STA.	34+45.13
P.C. STA.	34+19.74
P.T. STA.	34+70.51
Δ	2°44'38"
D	5°24'19"
T	25.38'
L	50.76'
R	1060.00'

THIS IS NOT A BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO.	17	PROJECT NO.	0204216
OWNER	MARY M KOCHIS	COUNTY	BALDWIN
TOTAL ACREAGE	4.799	SCALE:	1" =40'
R.O.W. REQUIRED	0.055	DATE:	5-30-17
PRESCRIPTIVE R.O.W.	0.007	REVISED:	N/A
T.C.E. REQUIRED	N/A	SHEET :	1 OF 1
REMAINDER	4.737		

GEORGE YOUNCE ROAD
(Tract 17)

Baldwin County Commission

Agenda Action Form

File #: 18-0702, **Version:** 1 **Item #:** BP1

Meeting Type: BCC Regular Meeting
Meeting Date: 8/7/2018
Item Status: New
From: Joey Nunnally, County Engineer
B. Taylor Rider, BRATS Director
Andrea Roberson, Personnel Director
Submitted by: Deidra Hanak, Assistant Personnel Director

ITEM TITLE
BRATS - Transfer of Employee from Part-Time Bus Driver to Full-Time Bus Driver

STAFF RECOMMENDATION
Approve the transfer of Linda K Theisen from the part-time BRATS Bus Driver position (PID #PT01) G-EL ($12.967 per hour) to fill the full-time BRATS Bus Driver position (PID #401), with no change in hourly pay to be effective no sooner than August 20, 2018.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The full-time Bus Driver position was vacated in July 2018 due to the termination of the previous employee. The BRATS Director, with the concurrence of the County Engineer, respectfully request the above employee is transferred into this position.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

File #: 18-0723, **Version:** 1 **Item #:** BP2

Meeting Type: BCC Regular Meeting
Meeting Date: 8/7/2018
Item Status: New
From: Joey Nunnally, County Engineer
Andrea Roberson, Personnel Director
Submitted by: Deidra Hanak, Assistant Personnel Director

ITEM TITLE
Highway Department (Bay Minette) - Personnel Changes

STAFF RECOMMENDATION
Take the following actions:

1) Approve the promotion of Robert Gentry from the Operator Technician II position (PID #252) grade H-09 ($17.79 per hour / $37,003.20 annually) to fill the open Operator Technician III position (PID #1007) at a grade I-08 ($19.045 per hour / $39,613.60 annually); and

2) Approve the voluntary demotion of James Bradley from the Traffic Control Technician III position (PID #842) grade H-04 ($15.722 per hour / $32,701.76 annually) in the Highway Maintenance Department (53130) to fill the Operator Technician I position (PID #4046) at a grade G-05 ($14.67 per hour / $30,513.60 annually) in the Bay Minette Highway Department (53112).

These recommendations will be effective no sooner than August 20, 2018.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Operator Technician III position was vacated in July 2018, due to the retirement of the previous employee. The County Engineer respectfully requests that the above recommendations are approved.

FINANCIAL IMPACT

Total cost of recommendation: N/A

Budget line item(s) to be used: 53113.5113

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel - Implement Changes

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

Additional instructions/notes: N/A

Baldwin County Commission

Agenda Action Form

File #: 18-0721, **Version:** 1 **Item #:** BP3

Meeting Type: BCC Regular Meeting
Meeting Date: 8/7/2018
Item Status: New
From: Joey Nunnally, County Engineer
Andrea Roberson, Personnel Director
Submitted by: Deidra Hanak, Assistant Personnel Director

ITEM TITLE
Highway Department (Construction Section) - Creation of Construction Manager Position

STAFF RECOMMENDATION
Take the following actions:

1) Approve the creation of one (1) Construction Manager position (PID #TBD) at a salary grade EC-09 ($64,045 - $101,449 annually); and

2) Approve the updated position description of Construction Manager; and

3) Approve the updated organizational chart for the Highway Department.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Due to the recent turnover of key positions within the Highway Construction department, the Construction Manager position is needed. The County Engineer respectfully requests that the above recommendation is approved.

FINANCIAL IMPACT

Total cost of recommendation: N/A

Budget line item(s) to be used: 53120.5113

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel - Implement Changes

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

Additional instructions/notes: N/A

POSITION DESCRIPTION

Title: Construction Manager

Department: Highway Department – Construction Section

Job Analysis: July 2018

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

Relationships

Reports To: County Engineer

Subordinate Staff: Bridge/Project Personnel, Construction Personnel, Traffic Operations Personnel

Internal Contacts: Other Section Heads and Staff

External Contacts: General Public, ADEM Personnel, ALDOT Personnel and other state and local officials, attorneys, vendors, and contractors

Status: Classified/Exempt (EC-9)

Job Summary

Performs highly responsible and diverse professional civil engineering tasks and assists the County Engineer in directing a major department of county government. This position is responsible for planning and directing activities of the bridge inspection program, traffic operations, and construction and paving aspects of the Baldwin County Highway Department. The employee determines and recommends major departmental policies, plans long-term programs, and makes administrative decisions consistent with County policies relative to construction and engineering activities.

Job Domains

A. Engineering

As Directed by County Engineer

1. Renders professional engineering advice/assistance to professional and supervisory staff in designs and construction of public works improvement projects and activities.

2. Directs professional, sub-professional and other employees engaged in construction of all public roads, highways, bridges and related drainage structures and other governmental activities.
3. Establishes project design/construction directives necessary to conform to good engineering practices as related to local, state and federal specifications and requirements, as required.
4. Oversees new construction projects accomplished by Baldwin County forces and by contract forces.
5. Provides professional design service for projects that require complete planning, design, and construction inspection effort for federal and state projects.
6. Professional contact with outside survey, engineering, construction, or other miscellaneous service oriented providers, for the purposes of obtaining services, negotiating contracts for services, administering contracts, and ensuring prosecution of work by contractors or consultants.
7. Maintains project data up to date and accurately for all projects.

B. Planning and Coordinating

1. Liaison with ALDOT, NRCS, FEMA, FHWA and other state and federal agencies for coordinating Federal Aid funding from ALDOT and various other agencies.
2. Plans and schedules projects and specialized highway activities.
3. Assists in developing budget.
4. Approves construction pay estimates, engineering, and architectural invoices.
5. Leads subordinates to accomplish goals and priorities.
6. Inspects roads and bridges scheduled for maintenance or construction work.

C. Miscellaneous

1. Reads literature and attends formal training to improve knowledge and skills for both immediate and long-term application to the job.
2. Attend seminars and conference related to job domains.
3. Must be highly motivated and organized.

Knowledge, Skills, and Abilities

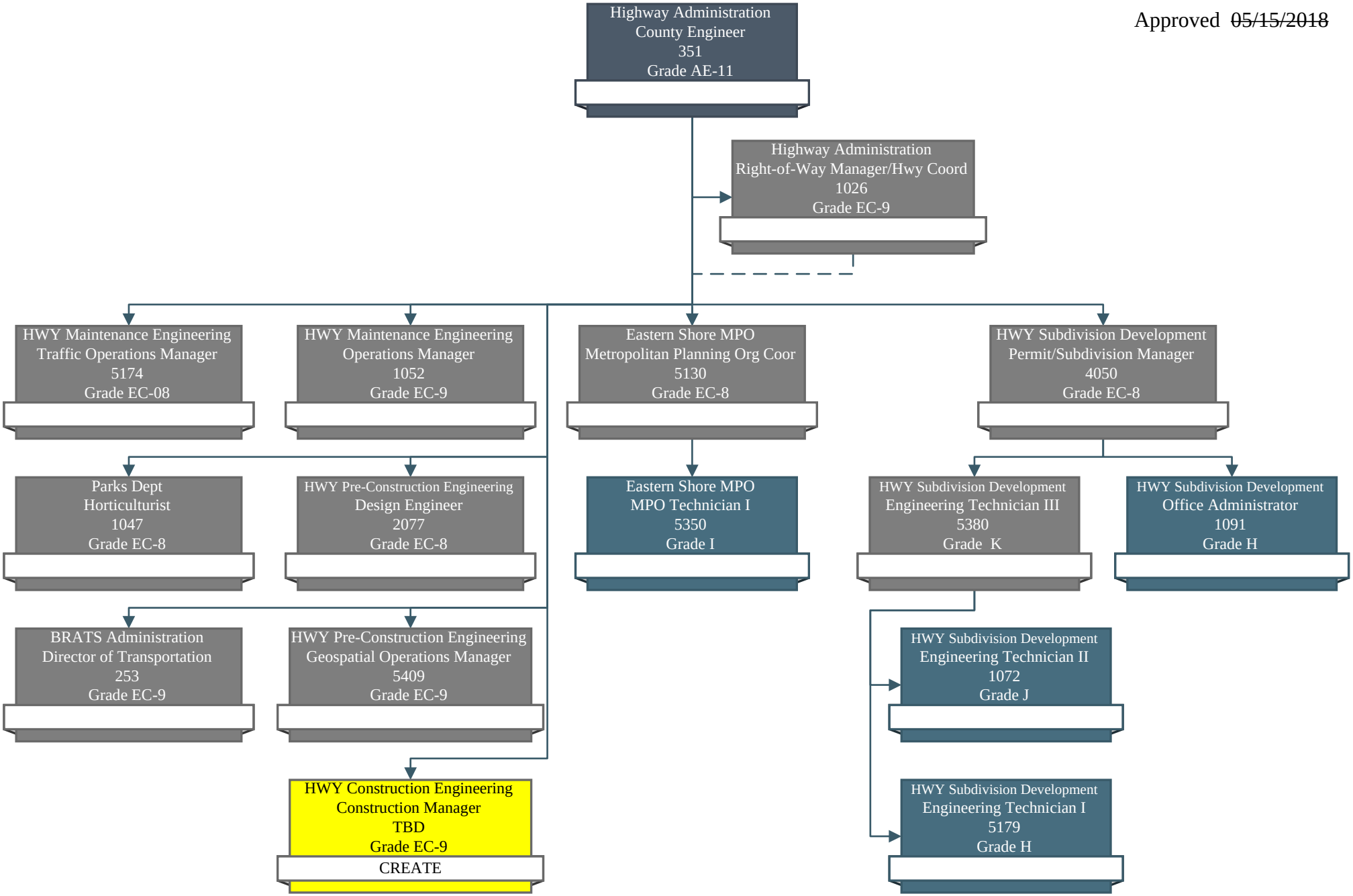
1. Verbal skills to direct and supervise subordinates, deal with the public, and handle various requests from the public, other departments, and commissioners.
2. Math skills to accomplish any variety of civil engineering typical problems.
3. Writing skills to prepare reports and presentations.
4. Reading skills to read maps, blueprints, etc.
5. Skills in planning and scheduling.
6. Knowledge of occupational safety and health requirements.
7. Assist in coordinating disaster recovery.
8. See well enough to read maps, maintenance orders, etc.
9. Hear well enough to understand normal conversations.

10. Speak well enough to relate with other county employees and others.
11. Body mobility to inspect culverts and bridges.
12. Strength to lift Fifty (50) pounds, with or without accommodation.

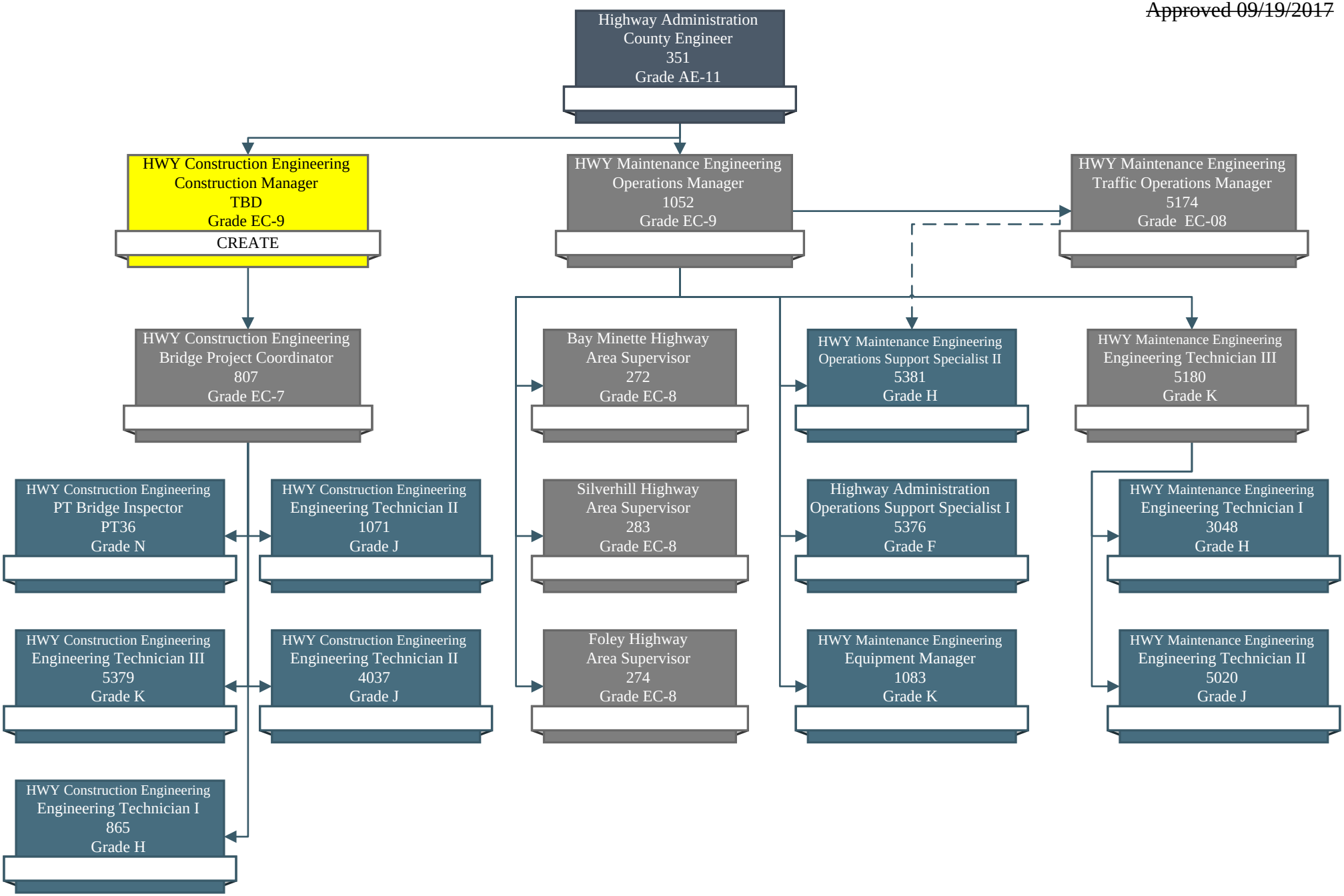
Minimum Qualifications

1. Bachelor's Degree in Civil Engineering, required.
2. Licensed Professional Engineer in the State of Alabama preferred, but not required.
3. Successfully completed E.I.T. Exam in State of Alabama, with commitment to take and pass Alabama P.E. Examination within time prescribed by Alabama Law.
4. Willing to work non-standard hours.
5. Willing to attend meetings and other work activities.
6. Have a valid driver's license and be insurable by County insurance standards.
7. Five (5) years' experience in highway maintenance, design, or construction.

Approved ~~05/15/2018~~



~~Approved 09/19/2017~~



Baldwin County Commission

Agenda Action Form

File #: 18-0704, **Version:** 1 **Item #:** BQ1

Meeting Type: BCC Work Session
Meeting Date: 8/7/2018
Item Status: New
From: Vince Jackson, Planning Director
Submitted by: Vince Jackson, Planning Director

ITEM TITLE
Baldwin County Planning and Zoning Commission - Board Appointment

STAFF RECOMMENDATION
As relates to the Baldwin County Planning and Zoning Commission, take the following action:

Appoint Mr. Brandon Bias as a regular member for a four (4) year pro-rata reduced term, to fill the place-seat and unexpired term formerly held by Ms. Cassie Boatwright, said term to commence on August 7, 2018, and expire on November 1, 2021.

BACKGROUND INFORMATION

Previous Commission action/date: July 17, 2018

Background: The Baldwin County Planning and Zoning Commission was created by Baldwin County Local Legislative Act, specifically Act No. 91-719 (1991), as amended by Act. No 93-668 (1993), as amended by Act No. 98-665 (1998), as amended by Act No. 2006-609 (2006), as amended by Act No. 2010-719 (2010). The aforementioned Alabama laws are codified at Section 45-2-261 through 45-2-261.18 of the Code of Alabama 1975.

Section 45-2-261.01 of the Code of Alabama 1975 provides that the Planning and Zoning Commission shall be composed as a board of nine (9) regular members and other temporary members appointed by the Baldwin County Commission. All regular members shall be qualified electors and actual residents of Baldwin County; one (1) and only one (1) regular member may be a qualified elector who resides in the corporate limits of a Baldwin County municipality. All regular members shall serve a term of four (4) years each except when filing a vacant place seat (which shall be for the balance of the unexpired term). All temporary members shall serve a one-time term of three (3) years each and represent, respectively and singularly, a new Planning (Zoning) district which elects to come within the planning and zoning authority of the Baldwin County Commission. A temporary member shall be a qualified elector from the new Planning (Zoning) District. In the event of any vacancy, such vacancy shall be filled by appointment of the Baldwin County Commission.

All members of the Planning and Zoning Commission shall serve without compensation and no member shall be a county officer or employee.

Furthermore, Section 45-2-261.40 of the Code of Alabama 1975 authorizes the Baldwin County Commission to appoint real estate agents or other persons in the field of real estate to the Planning and Zoning Commission; however, such number shall not exceed three (3) members.

The Planning staff respectfully requests the appointment of Mr. Brandon Bias as a member to fill the place-seat formerly held by Ms. Cassie Boatwright.

Planning staff has verified that this appointment meets the qualifications to be appointed to the Baldwin County Planning and Zoning Commission.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Commission Administration Office

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Send appointment letter to:
Brandon Bias
9102 Parliament Circle
Daphne, Alabama 36526

Cc:
Vince Jackson
DJ Hart

Additional instructions/notes: N/A

BALDWIN COUNTY PLANNING AND ZONING COMMISSION

General Board Information:
Appointed by Baldwin County Commission.
Nine (9) regular members and circumstance-driven number of temporary one-time members.
Term of each "regular" member is four (4) years.
Term of a "temporary one-time" member is three (3) years.
All "regular" members must be qualified electors and actual residents of Baldwin County, Alabama.
Only one (1) regular member may reside in a city or town limits (i.e. live in a municipality).
All "temporary one-time" members must be a qualified elector of Baldwin County, Alabama, from the applicable Planning District said citizen represents.
Only three (3) members (of the total membership) may be real estate agents or persons in the field of real estate.
All vacancies filled by appointment of Baldwin County Commission.
All members serve without compensation but are eligible reasonable and necessary expenses.
No member shall be a county officer or employee.
Statutory Authority: Act No. 91-719, as amended by Act No. 93-668, as amended by Act No. 98-665, as amended by Act No. 2006-609, as amended by Act No. 2010-719.
Other Statutory Authority: Act No. 84-499, as amended by Act No. 2010-719 - Baldwin County Commission may appoint real estate agents or other persons in the field of real estate to the Baldwin County Planning and Zoning Commission, such number shall not to exceed 3 members (regardless of status as a "regular" or "temporary one-time" member) of the Baldwin County Planning and Zoning Commission.

BCC DISTRICT	MEMBERS	APPOINTED/REAPPOINTED	TERM OF OFFICE	EXP. DATE
At-Large BCC District Nominee	Daniel Nance 101 Pinetop Circle East Fairhope, AL 36532 QUALIFIED ELECTOR OF BALDWIN COUNTY ACTUAL RESIDENT OF BALDWIN COUNTY RESIDES IN THE CITY LIMITS OF DAPHNE NOT A COUNTY OFFICER OR EMPLOYEE NO REAL ESTATE LICENSE/NOT INVOLVED IN REAL ESTATE	Appointed 05/01/2018 to fill the place seat formerly held by the late Arthur George Hosey, Jr. for a pro-rata reduced term	4 years	11/17/2018
BCC District 1 Nominee	**VACANT** QUALIFIED ELECTOR OF BALDWIN COUNTY ACTUAL RESIDENT OF BALDWIN COUNTY RESIDES IN UNINCORPORATED BALDWIN COUNTY NOT A COUNTY OFFICER OR EMPLOYEE NO REAL ESTATE LICENSE/NOT INVOLVED IN REAL ESTATE	07/17/2018 Conducted a public hearing to consider the removal of Cassie Boatwright as a member for a cause and removed Cassie Boatwright from the board effective 07/17/2018	4 years	11/01/2021
BCC District 2 Nominee	Doug Thomas 9228 Sanibel Loop Daphne, AL 36526 QUALIFIED ELECTOR OF BALDWIN COUNTY ACTUAL RESIDENT OF BALDWIN COUNTY RESIDES IN UNINCORPORATED BALDWIN COUNTY NOT A COUNTY OFFICER OR EMPLOYEE NO REAL ESTATE LICENSE/NOT INVOLVED IN REAL ESTATE	Reappointed 11/21/2017 term continuing from 10/21/2017	4 years	10/21/2021
BCC District 2 Nominee	Spence Monroe 22495 Sea Cliff Drive Fairhope, AL 36532 QUALIFIED ELECTOR OF BALDWIN COUNTY ACTUAL RESIDENT OF BALDWIN COUNTY RESIDES IN UNINCORPORATED BALDWIN COUNTY NOT A COUNTY OFFICER OR EMPLOYEE HAS A REAL ESTATE LICENSE	Reappointed 02/21/2017 term continuing from 10/07/2015	4 years	10/07/2019

BALDWIN COUNTY PLANNING AND ZONING COMMISSION – Cont.

BCC DISTRICT	MEMBERS	APPOINTED/REAPPOINTED	TERM OF OFFICE	EXP. DATE
BCC District 3 Nominee	Marvin Dewane Hayes 28551 Rose Run Road Robertsdale, AL 36567 QUALIFIED ELECTOR OF BALDWIN COUNTY ACTUAL RESIDENT OF BALDWIN COUNTY RESIDES IN UNINCORPORATED BALDWIN COUNTY NOT A COUNTY OFFICER OR EMPLOYEE NO REAL ESTATE LICENSE/NOT INVOLVED IN REAL ESTATE	Reappointed 02/21/2017 term continuing from 06/30/2015	4 years	06/30/2019
BCC District 3 Nominee	Robert S. Davis, Jr. 24795 A County Road 32 Elberta, AL 36530 QUALIFIED ELECTOR OF BALDWIN COUNTY ACTUAL RESIDENT OF BALDWIN COUNTY RESIDES IN UNINCORPORATED BALDWIN COUNTY NOT A COUNTY OFFICER OR EMPLOYEE NO REAL ESTATE LICENSE/NOT INVOLVED IN REAL ESTATE	Reappointed 05/01/2018 for pro-rata reduced term, continuing from 03/01/2018	4 years	03/01/2022
BCC District 4 Nominee	Bonnie Lowry 9327 State Highway 180 Gulf Shores, AL 36542 QUALIFIED ELECTOR OF BALDWIN COUNTY ACTUAL RESIDENT OF BALDWIN COUNTY RESIDES IN UNINCORPORATED BALDWIN COUNTY NOT A COUNTY OFFICER OR EMPLOYEE NO REAL ESTATE LICENSE/NOT INVOLVED IN REAL ESTATE	Reappointed 11/21/2017 term continuing 11/16/2017	4 years	11/16/2021
BCC District 4 Nominee	Kevin Murphy 16424 County Road 26 Foley, AL 36535 QUALIFIED ELECTOR OF BALDWIN COUNTY ACTUAL RESIDENT OF BALDWIN COUNTY RESIDES IN UNINCORPORATED BALDWIN COUNTY NOT A COUNTY OFFICER OR EMPLOYEE NO REAL ESTATE LICENSE/NOT INVOLVED IN REAL ESTATE	Reappointed 11/21/2017 term commencing 12/02/2017	4 years	12/02/2021
BCC District 4 Nominee	Arthur Oken 7490 Blakeley Oaks Drive South Spanish Fort, AL 36527 QUALIFIED ELECTOR OF BALDWIN COUNTY ACTUAL RESIDENT OF BALDWIN COUNTY RESIDES IN UNINCORPORATED BALDWIN COUNTY NOT A COUNTY OFFICER OR EMPLOYEE NO REAL ESTATE LICENSE/NOT INVOLVED IN REAL ESTATE	Appointed 07/17/2018 to fill the place seat and expired term formerly held by Michael Tyrone Kaiser, Sr. 07/17/2018 Thanked Michael Tyrone Kaiser, Sr. for his civic service	4 years	07/17/2022
	STAFF MEMBERS	**APPOINTED/REAPPOINTED**	**TERM OF OFFICE**	**EXP. DATE**
Staff Member	Vince Jackson, Planning Director Planning Department 22070 Highway 59 Robertsdale, AL 36576 Mailing address: P. O. Box 220, Silverhill, AL 36576			

REVISED: 07/17/2018 akg

Baldwin County Commission

Agenda Action Form

File #: 18-0677, **Version:** 1 **Item #:** CA1

Meeting Type: BCC Regular Meeting
Meeting Date: 8/7/2018
Item Status: New
From: Andrea Roberson, Personnel Director
Submitted by: Deidra Hanak, Assistant Personnel Director

ITEM TITLE
Employee of the Quarter for 1st Quarter 2018

STAFF RECOMMENDATION
Present a certificate recognizing the following employee as Employee of the Quarter for the Baldwin County Commission:

Jerry Green, Sales, Use, and License Tax Department

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The goal of the Baldwin County Commission's Employee of the Quarter Program is to publicly recognize outstanding employees and acknowledge their accomplishments and contributions to the Baldwin County Commission as a whole. It also offers an opportunity for all employees within the County to recognize their peers for their exceptional job performance as well as offering the citizens an opportunity to recognize county employees who exhibit exceptional customer service. The Baldwin County Commission has implemented a program to recognize outstanding employees. Each quarter, an employee will be selected based on factors such as: significantly improving customer/employee service or increasing customer satisfaction, significantly improving work processes or increasing implemented procedure efficiency, taking initiative to reduce organizational barriers through activities such as mentoring, voluntarily assist in cross-functional teams, works to foster collaboration, communication, and cooperation among peers, management and staff, and performs at a level above and beyond normal job requirements.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

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

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

Additional instructions/notes: N/A

BALDWIN COUNTY COMMISSION
BALDWIN COUNTY, ALABAMA

EMPLOYEE OF THE QUARTER

Every job is a portrait of the person who does it [...] Autograph your work with excellence.
Author Unknown

We Hereby Express Our Sincere Appreciation To

Jerry Green

Sales, Use, and License Tax Department

In Grateful Recognition
Of
Dedicated Public Service
For the period of
January thru March 2018

This the 7th Day of August in the year Two Thousand and Eighteen.

Chairman Frank Burt, Jr.

Vice Chairman Charles F. Gruber

Commissioner J. Tucker Dorsey

Commissioner T. Christopher Elliott

Baldwin County Commission

Agenda Action Form

File #: 18-0696, **Version:** 1 **Item #:** CA2

Meeting Type: BCC Regular Meeting
Meeting Date: 8/7/2018
Item Status: New
From: Huey Hoss Mack, Sheriff
Submitted by: Tammy Rider, Executive Assistant

ITEM TITLE
Introduction of Newly Promoted Officers of the Baldwin County Sheriff's Office

STAFF RECOMMENDATION
Sheriff Huey Hoss Mack requests the honor to introduce to the Commission the newly promoted officers.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: SGT Michael Walker, SGT Jed Davis, SGT Austin Jones, CPL Jason Kolbe, and CPL Bill Bedgood

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

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

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

Additional instructions/notes: N/A

Baldwin County Commission

Agenda Action Form

File #: 18-0644, **Version:** 1 **Item #:** CA3

Meeting Type: BCC Regular Meeting
Meeting Date: 8/7/2018
Item Status: New
From: Commissioner Charles F. Gruber, Commission District 4
Submitted by: Jeannie M. Peerson, Administrative Support Specialist

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ITEM TITLE
236th Anniversary of the Purple Heart - August 7, 2018

STAFF RECOMMENDATION
Commander Bill Bergman of the Military Order of the Purple Heart will address the Commission in the remembrance of the sacrifice of those awarded the Purple Heart.

BACKGROUND INFORMATION

Previous Commission action/date: Baldwin County Commission Regular meeting: Approved/August 1, 2017.

Background: August 7th is commemorated throughout the United States as National Purple Heart Day. This is a time for all Americans to pause and remember the brave men and women who were wounded or gave the ultimate sacrifice paid with their lives for our Country.

The Baldwin County Commission respects and appreciates the service and sacrifices of our nation's armed forces and veterans.

Commander Bill Bergman of the Military Order of the Purple Heart will be in attendance to share the importance of this day and honor the many who have sacrificed.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

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

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

Additional instructions/notes: N/A

Baldwin County Commission

Agenda Action Form

File #: 18-0705, **Version:** 1 **Item #:** DQ1

Meeting Type: BCC Regular Meeting
Meeting Date: 8/7/2018
Item Status: New
From: Vince Jackson, Planning Director
Submitted by: Vince Jackson, Planning Director

ITEM TITLE
Case No. Z-18023 - The Reserve at Daphne Planned Residential Development Site Plan

STAFF RECOMMENDATION
Accept the request of the applicant to **WITHDRAW** Case No. Z-18023, The Reserve at Daphne Planned Residential Development Site Plan.

BACKGROUND INFORMATION

Previous Commission action/date: June 19, 2018

Background: The proposed development is to be known as The Reserve at Daphne, and if approved would consist of 618 lots. The subject parcels encompass approximately 470 acres and are in Planning Districts 15, 28 and 7. The properties located in Planning Districts 15 and 28 include approximately 309 acres which are currently zoned RSF-2, Single Family District. The properties located in Planning District 7, approximately 161 acres, are unzoned. This application was considered and recommended for approval by the Planning Commission on May 3, 2018. At that time, the PRD included 612 lots. Subsequent to the Planning Commission action, the plans for the PRD were revised to include an additional 6 lots. As a result, further review of the PRD site plan by the Planning Commission was required. On June 19, 2018, the County Commission tabled action on this case so that it could be returned to the Planning Commission for further review and consideration. The Planning Commission then considered the revised site plan on July 12, 2017, and voted to recommend approval to the County Commission. The applicant is now requesting that the subject request for PRD site plan approval be withdrawn. The zoning ordinance provides that an application may be withdrawn at least seven (7) days prior to the public hearing. However, the public hearing must still be opened due to the fact that it has been advertised.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? 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: Commission Administration Office

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

Steven Pumphrey
Dewberry Engineers, Inc.
25353 Friendship Road
Daphne, Alabama 36526

Additional instructions/notes: N/A

Baldwin County Planning & Zoning Department

Baldwin County Commission Staff Report

Agenda Item
Case Z-18023
The Reserve at Daphne Property
Planned Residential Development (PRD) Site Plan for The Reserve at Daphne
August 7, 2018

Subject Property Information

Planning Districts: 15, 28 and 7 (unzoned)

General Location: North of the Reserve at Daphne Phase 1, south of Plantation Hills & east of County Road 54, in Sections 12 & 13, T5S, R2E

Physical Address: N/A

Parcel Numbers:

Planning District 15
05-43-06-13-0-000-002.000
05-43-06-13-0-000-002.001
05-43-06-13-0-000-002.005
05-43-06-13-0-000-002.010
05-43-06-13-0-000-006.000
05-43-06-13-0-000-012.000

Planning District 28
05-43-01-12-0-000-001.000

Planning District 7
05-43-01-12-0-000-023.000
05-43-01-12-0-000-024.003

Existing Zoning: RSF-2, Single Family District (Planning Districts 15 and 28)

Existing Land Use: Undeveloped

Proposed Land Use: The Reserve at Daphne (PRD), 618 lots (612 lots reviewed and recommended for approval by the Planning Commission on May 3, 2018)

Acreage: 470 acres, more or less

Planning District 15 – 119 acres

Planning District 28 – 190 acres

Planning District 7 – 161 acres

Applicant: Dewberry Engineers, Inc. (Steven Pumphrey)
25353 Friendship Road
Daphne, AL 36526

Owners: Tania Lazzari
22895-A Mobile Street
Robertsdale, AL 36567

Langdon B. Conaway
129 Lake Pointe Circle SW
Huntsville, AL 35824

GCOF Reserve at Daphne, LLC
405 Lexington Avenue, 34th Floor
New York, NY 10174

Joe Lazzari
26480-A County Road 54 W
Daphne, AL 36526

Robin Bolar
10646 County Road 64
Daphne, AL 36526

Lead Staff: Vince Jackson, Planning Director
Attachments: *Within Report*

ADJACENT ZONING

North: RA, Rural Agricultural District, RSF-2, Single Family District and Unzoned
South: RA, Rural Agricultural District, RSF-2, Single Family District, B-4, Major Commercial District, M-1, Light Industrial District and Unzoned
East: RA, Rural Agricultural District and Unzoned
West: RA, Rural Agricultural District, RSF-2, Single Family District and Unzoned

The surrounding properties are primarily forested timberland and residential.

Summary

The proposed development is to be known as The Reserve at Daphne, and if approved would consist of 618 lots. The subject parcels encompass approximately 470 acres and are in Planning Districts 15, 28 and 7. The properties located in Planning Districts 15 and 28 include approximately 309 acres which are currently zoned RSF-2, Single Family District. The properties located in Planning District 7, approximately 161 acres, are unzoned. This application was considered and recommended for approval by the Planning Commission on May 3, 2018. At that time, the PRD included 612 lots. Subsequent to the Planning Commission action, the plans for the PRD were revised to include an additional 6 lots. As a result, further review of the PRD site plan by the Planning Commission was required. On June 19, 2018, the County Commission tabled action on this case so that it could be returned to the Planning Commission for further review and consideration. The Planning Commission then

considered the revised site plan on July 12, 2017, and voted to recommend approval to the County Commission. The applicant is now requesting that the subject request for PRD site plan approval be withdrawn. The zoning ordinance provides that an application may be withdrawn at least seven (7) days prior to the public hearing. However, the public hearing must still be opened due to the fact that it has been advertised.

The County Commission approved the rezoning request (Case Z-18022) which accompanied the original PRD application on June 19, 2018.

Current Zoning Requirements

Section 3.2 RA Rural Agricultural District

3.2.1 *Generally*. This zoning district provides for large, open, unsubdivided land that is vacant or is being used for agricultural, forest or other rural purposes.

3.2.2 *Permitted uses*. Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses shall be permitted:

(a) The following general industrial uses: extraction or removal of natural resources on or under land.

(b) The following transportation, communication, and utility uses: water well (public or private).

(c) Outdoor recreation uses.

(d) The following general commercial uses: animal clinic and/or kennel; farm implement sales; farmers market/truck crops; nursery; landscape sales; country club.

(e) The following local commercial uses: fruit and produce store.

(f) The following institutional uses: church or similar religious facility; school (public or private).

(g) Agricultural uses.

(h) Single family dwellings including manufactured housing and mobile homes.

(i) Accessory structures and uses.

3.2.3 *Special exceptions*. Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses may be allowed as special exceptions:

(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

Seth Peterson, P.E.: Subdivision approval will be needed for this development. Access, utilities, stormwater requirements, etc. will be addressed at that time for compliance with the Baldwin County Subdivision Regulations.

ADEM (J. Scott Brown):

From: Brown, Scott [mailto:jsb@adem.alabama.gov]
Sent: Tuesday, April 17, 2018 8:41 AM
To: D Hart <DHart@baldwincountyal.gov>
Cc: Connole, Timothy N <TNC@adem.alabama.gov>; Denson, Dana T <DDenson@adem.alabama.gov>; Leaptrott, Lacey M <lacey.leaptrott@adem.alabama.gov>; Tom Herder <therder@mobilebaynep.com>; Shaneyfelt, Randy C <RCS@adem.alabama.gov>
Subject: The Reserve at Daphne • case Z-18022 and Z-18023 PRD Site Plan Approval

Good morning DJ:

While the project is located outside of the coastal area of Alabama as defined in ADEM Admin. Code r. 335-8-1-.02 (k), Baldwin County as a whole is part of the Alabama Coastal Area Management Program's Coastal Nonpoint Pollution Control Program. The applicant proposes to designate 97.76 acres of wetlands (20.8% of the 470-acre development) as common area to be owned by the POA. The ADEM very much appreciates the applicant's efforts to preserve these wetlands resources. The ADEM encourages the applicant to further protect those resources from future fill and development through deed restriction in perpetuity which would not authorize the placement of fill or the construction of structures (other than pile-supported boardwalks) within any wetlands on any lot or common area.

v/r,

J. Scott Brown, Chief
Mobile Branch Office
Field Operations Division
ADEM
251.304.1176

From: D Hart <DHart@baldwincountyal.gov>
Sent: Monday, April 16, 2018 2:52 PM
To: Brown, Scott <jsb@adem.alabama.gov>; Genard, Lacey M <lacey.genard@adem.alabama.gov>
Subject: The Reserve at Daphne

The attached is for case Z-18022, rezoning for The Reserve at Daphne and Z-18023 PRD Site Plan Approval for The Reserve at Daphne. I put both cases together for you to look at and give any comments.
Let me know if you have any questions.
DJ

DJ Hart, Planning Technician
Baldwin County Planning and Zoning Department
22070 Hwy 59
Robertsdale, Al. 36567
251-580-1655 ext. 7230
dhart@baldwincountyal.gov

Municipality: No comments received.

Staff Analysis and Findings

The requirements and standards for review and approval of Planned Developments are found at Article 9 in the *Baldwin County Zoning Ordinance*. According to Section 9.1, It is the purpose of this article to permit Planned Developments which are intended to encourage the development of land as planned communities, encourage flexible and creative concepts of site planning; preserve the natural amenities of the land by encouraging scenic and functional open areas; accomplish a more desirable environment than would be possible through the strict application of the minimum requirements of these ordinances; provide for an efficient use of land resulting in smaller networks of streets and utilities where access to regional systems is impractical and thereby lowering development and housing costs; and provide a stable environmental character compatible with surrounding areas.

Planned Residential Development (PRD) approval requires the submission of a final site plan. The process works in much the same way as a rezoning, and the Planning Commission will make a recommendation to the County Commission as to whether or not the PRD site plan should be approved.

A PRD final site plan shall be prepared by a licensed engineer, architect or land surveyor. The requirements for the site plan are found at Section 9.5.5.2 of the zoning ordinance and are listed as follows:

(a) Name and address of owner(s) of record.

(b) Proposed name of the planned development, date, north point, scale, and location.

(c) Name of licensed engineer, architect or land surveyor.

(d) Vicinity map showing the location of the planned development.

(e) Exact boundaries of the site shown with bearings and distances.

(f) Names and addresses of the owners of land immediately adjoining the site as their names appear upon the plats in the office of the county tax assessor and their addresses appear in the directory of the county or on the tax records of the county.

(g) Wooded areas, wetlands and any other conditions affecting the site.

(h) The location of existing streets, buildings, water courses, railroads, transmission lines, drainage structures, public utilities, jurisdiction lines, and any public utility easements on the site and on adjacent land within 100-feet of the site.

(i) Proposed rights-of-way or easements including location, widths, purposes, and street names.

(j) The location and size of all lots.

(k) Proposed minimum building setback lines shown and labeled on each lot.

(l) Proposed parks, school sites, or other public open spaces, if any.

(m) Site data:

1. Acreage in total tract.

2. Smallest lot size.

3. Total number of lots.

4. Linear feet in streets.

5. Amount of impervious surface.

6. Density.

(n) Any area within or adjacent within 100-feet of the proposed planned development subject to inundation by the base flood as defined herein, or subject to periodic inundation by storm drainage overflow or ponding, shall be clearly shown and identified on the site plan.

(o) Special flood hazard areas and/or coastal high hazard areas as indicated on the latest Flood Insurance Rate Map (FIRM) for the area, along with a statement to that effect.

(p) An acceptable wetlands jurisdictional determination from a certified environmental consultant if the proposed planned development contains wetlands or if the Zoning Administrator or his/her designee determines potential wetlands from the Generalized Wetland map as defined herein, or through a site visit by County Staff.

(q) The name of each utility company proposed to provide water, sewer, electrical, and telephone service.

(r) Proposed land uses and the location of proposed buildings and other structures including walls and fences (when appropriate).

(s) Number and location of parking spaces.

(t) The method proposed to maintain private common open areas, buildings or other facilities, including copies of all legal documents necessary to accomplish this.

(u) A schedule of development (when appropriate).

(v) Topography, including existing contours at intervals of 2-feet.

(w) When the final site plan is part of a large scale PRD, the phase of the project and its location shall be given on the final development site plan.

As stated previously, the proposed development is to be known as The Reserve at Daphne. The project narrative, which was submitted for the Planning Commission hearing, is quoted as follows:

> This is a proposed single family development consisting of 618 lots at a density of 1.31 units per acre. There are 238 lots proposed at 52' x 125' (6,500 s.f.) and 292 lots at 60' x 135 '(8,100 s.f.) and 88 lots at 100' x 150' (15,000 s.f.). The proposed building setbacks are 25' front and rear with 6' side setbacks on the 52' wide lots, 30' front and rear with 6' side setbacks on the 60' wide lots, and 30' front and rear with 10' side setbacks on the 100' wide lots. The proposed maximum building heights will be 40'/3 stories. The proposed maximum building coverage on each lot will be 55% for the 52' lots, 50% for the 60' lots, and 45% for the 100' lots.
>
> Within the 470 acre development approximately 40% of the site is being developed into single family lots and roadways. The remaining property consists of a 17.78 acre (3.8%) school site, 97.76 acres (20.8%) of wetlands, 108.63 acres (23.1%) of passive open space, and 57.54 acres (12.3%) of active open space. These total 281.7! acres or 59.9% of the total site. Some of the detention ponds shown on the master plan are actually lakes that will provide for stormwater detention and have been included in the passive open space area. The wetlands, the passive open space, and active open space will be located and designated as common areas. These will be owned and maintained by the property owners' association.

A development of the size would be classified as a small scale planned development due to the fact it occupies at least five acres but less than 1000 acres. Copies of the site plan and full project narrative are included as attachments to this staff report. According to the narrative, seven phases of development are proposed.

Staff has reviewed the submittals and has found that the request meets the requirements as setout above. Please note that PRD site plan approval does not represent Subdivision approval. Where a planned development involves the subdivision of land, a subdivision plat shall be approved in accordance with the procedures established in the *Baldwin County Subdivision Regulations*. Subdivision review will come at a later time. Article 9, Planned Developments, from the subdivision regulations will be applicable due to the fact that a portion of the proposed development is unzoned.

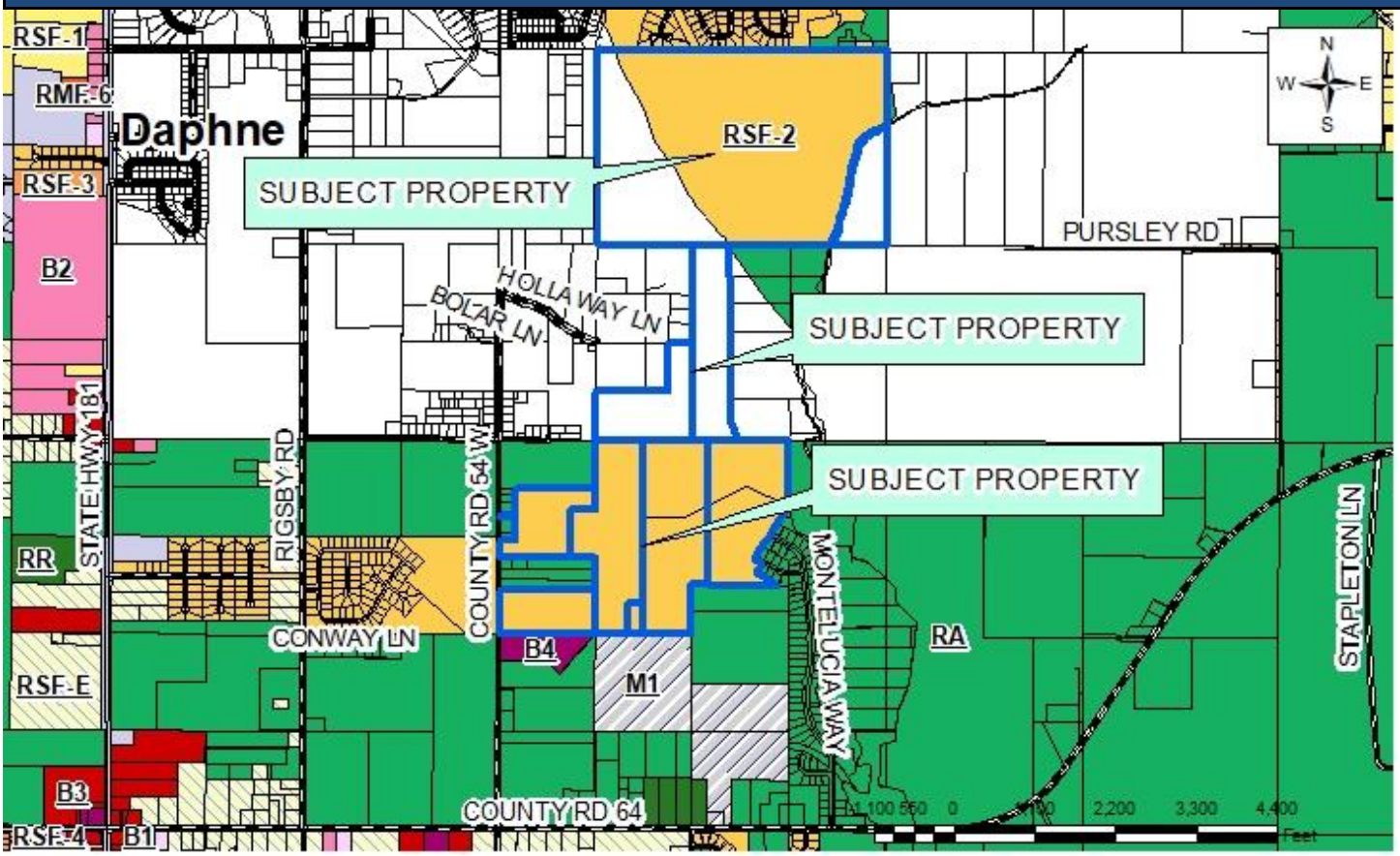
Staff Comments and Recommendation

As stated previously, the proposed development is to be known as The Reserve at Daphne, and if approved would consist of 618 lots. The subject parcels encompass approximately 470 acres and are in Planning Districts 15, 28 and 7. The properties located in Planning Districts 15 and 28 include approximately 309 acres which are currently zoned RSF-2, Single Family District. The properties located in Planning District 7, approximately 161 acres, are unzoned. This application was considered and recommended for approval by the Planning Commission on May 3, 2018. At that time, the PRD included 612 lots. Subsequent to the Planning Commission action, the plans for the PRD were revised to include an additional 6 lots. As a result, further review of the PRD site plan by the Planning Commission was required. On June 19, 2018, the County Commission tabled action on this case so that it could be returned to the Planning Commission for further review and consideration. The Planning Commission then considered the revised site plan on July 12, 2017, and voted to recommend approval to the County Commission. The applicant is now requesting that the subject request for PRD site plan approval be withdrawn. The zoning ordinance provides that an application may be withdrawn at least seven (7) days prior to the pblic hearing. However, the public hearing must still be opened due to the fact that it has been advertised.

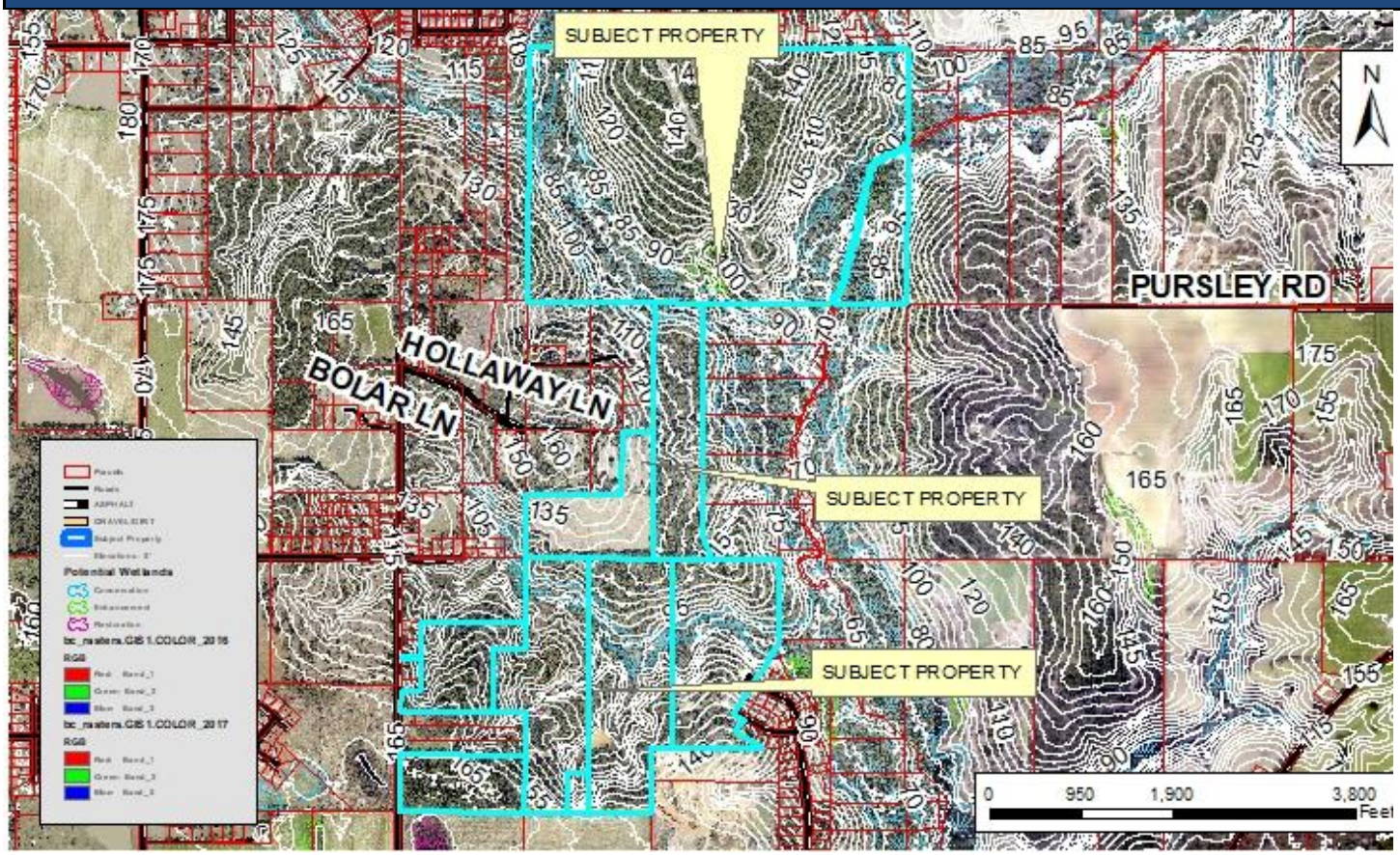
Staff recommends the the request to **WITHDRAW** Case Z-18023, The Reserve at Daphne Planned Residential Development (PRD) Site Plan, be accepted.

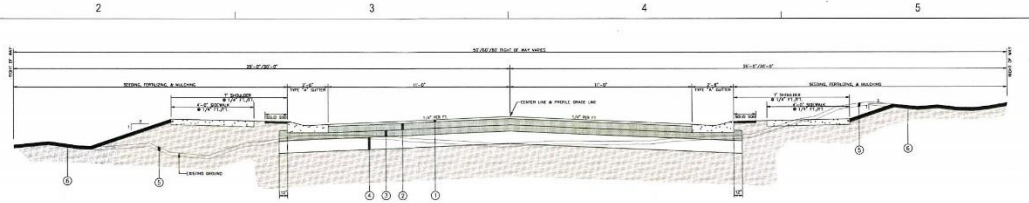
Property Images

Locator Map



Site Map



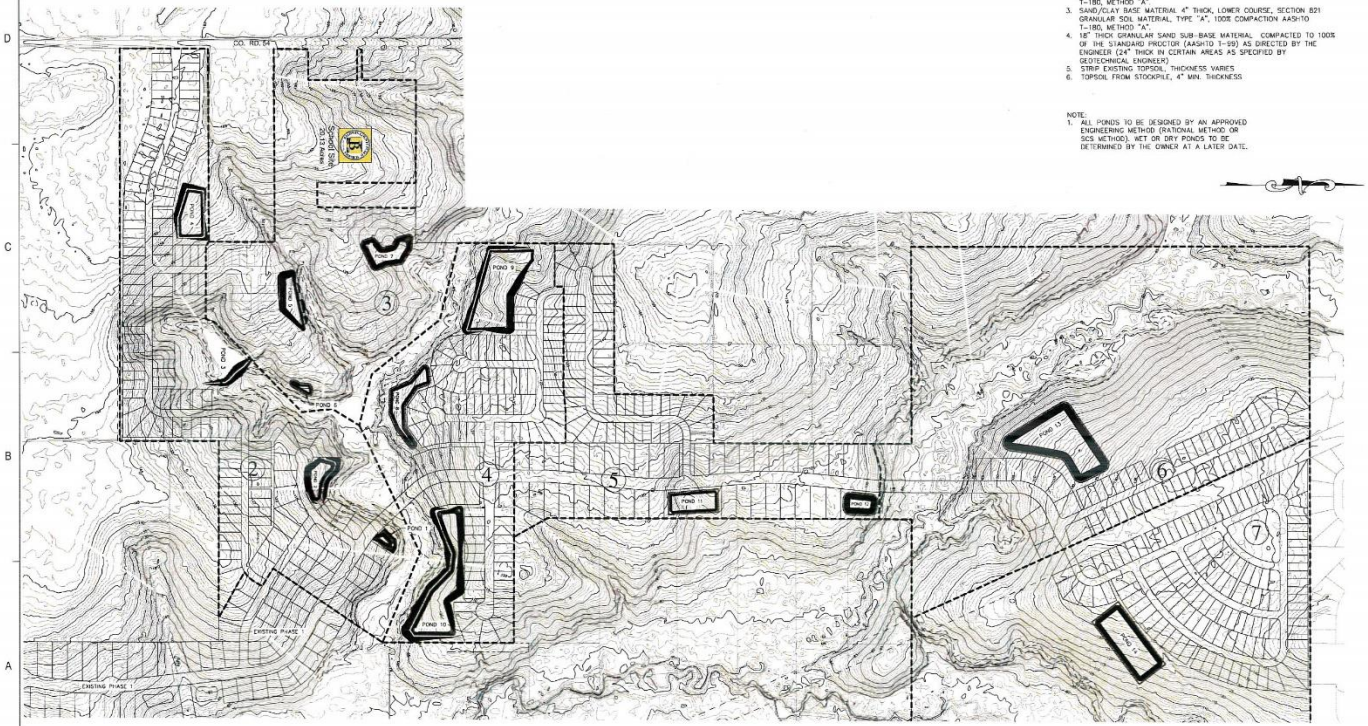


TYPICAL ROADWAY SECTION

ROADWAY STRUCTURE DESCRIPTION (WITHIN CITY/COUNTY RIGHT OF WAYS)

1. 424-A SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, ¾ INCH MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE B (270 LB/SY)(1.5" BINDER SURFACE & 1" WEARING SURFACE)
2. SAND/CLAY BASE MATERIAL 4" THICK, UPPER COURSE, SECTION 821 GRANULAR SOIL MATERIAL, TYPE "A", 100% COMPACTION AASHTO T-180, METHOD "A"
3. SAND/CLAY BASE MATERIAL 4" THICK, LOWER COURSE, SECTION 821 GRANULAR SOIL MATERIAL, TYPE "A", 100% COMPACTION AASHTO T-180, METHOD "A"
4. 18" THICK GRANULAR SAND SUB-BASE MATERIAL COMPACTED TO 100% OF THE STANDARD PROCTOR (AASHTO T-99) AS DIRECTED BY THE ENGINEER (24" THICK IN CERTAIN AREAS AS SPECIFIED BY GEOTECHNICAL ENGINEER)
5. STRIP EXISTING TOPSOIL, THICKNESS VARIES
6. TOPSOIL FROM STOCKPILE, 4" MIN. THICKNESS

NOTE:
1. ALL PONDS TO BE DESIGNED BY AN APPROVED ENGINEERING METHOD (RATIONAL METHOD OR SCS METHOD). WET OR DRY PONDS TO BE DETERMINED BY THE OWNER AT A LATER DATE.



Dewberry | PREBLE-RISH

1740 BELLATON AVENUE
DAPHNE, AL 36526
251.626.2550

RESERVE AT DAPHNE
OVERALL DEVELOPMENT

DR HORTON
DAPHNE, ALABAMA

SEAL

ALABAMA
REGISTERED
NO. 26618
PROFESSIONAL
ENGINEER
JARED D. LINDSEY

SCALE

0 300 600 900

NO.	DESCRIPTION	DATE
1	REVISED LOT LAYOUT	2018-06-11

REVISIONS

DRAWN BY	jd
APPROVED BY	jd
CHECKED BY	ajm
DATE	APRIL 2018

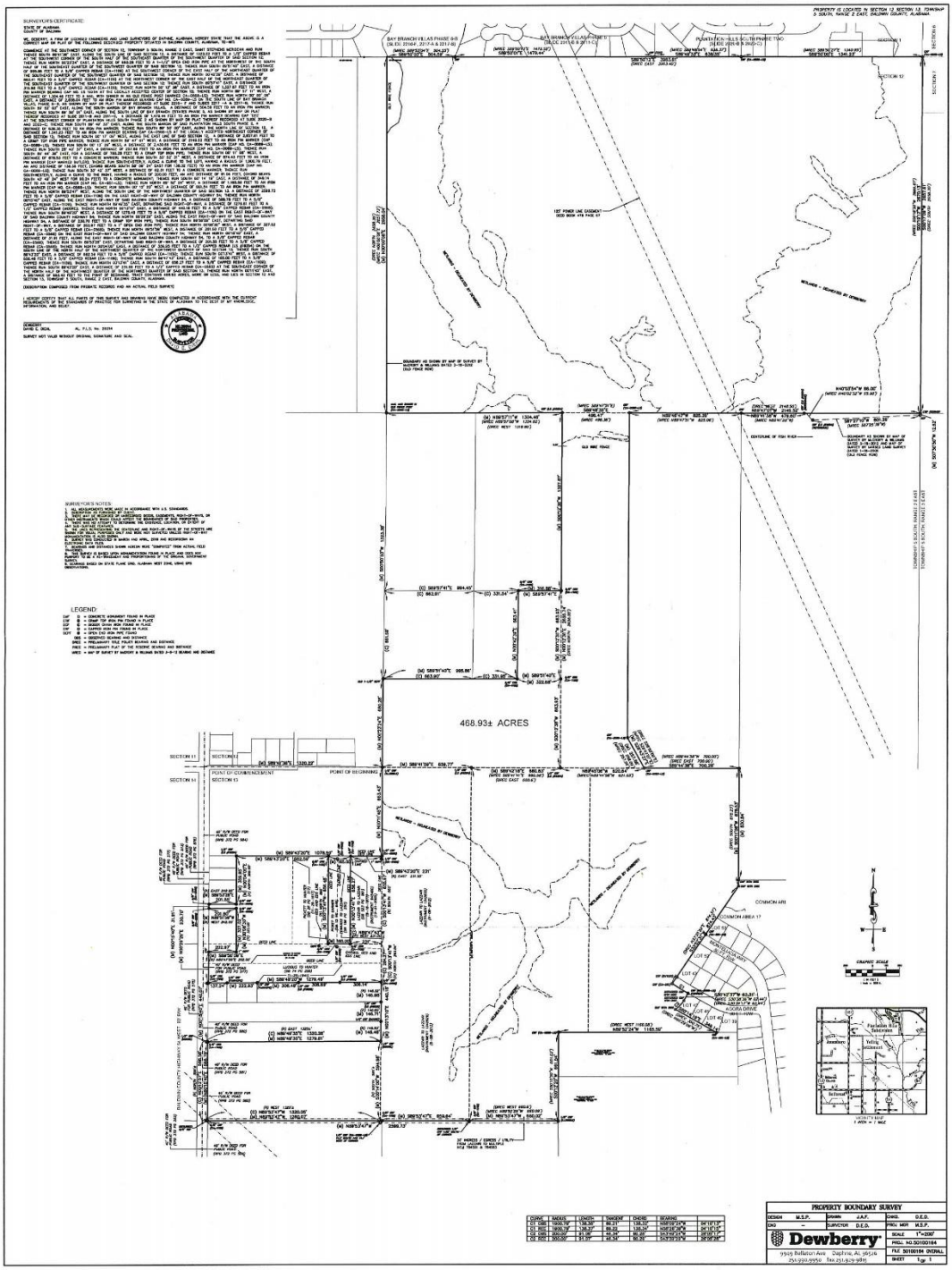
TITLE

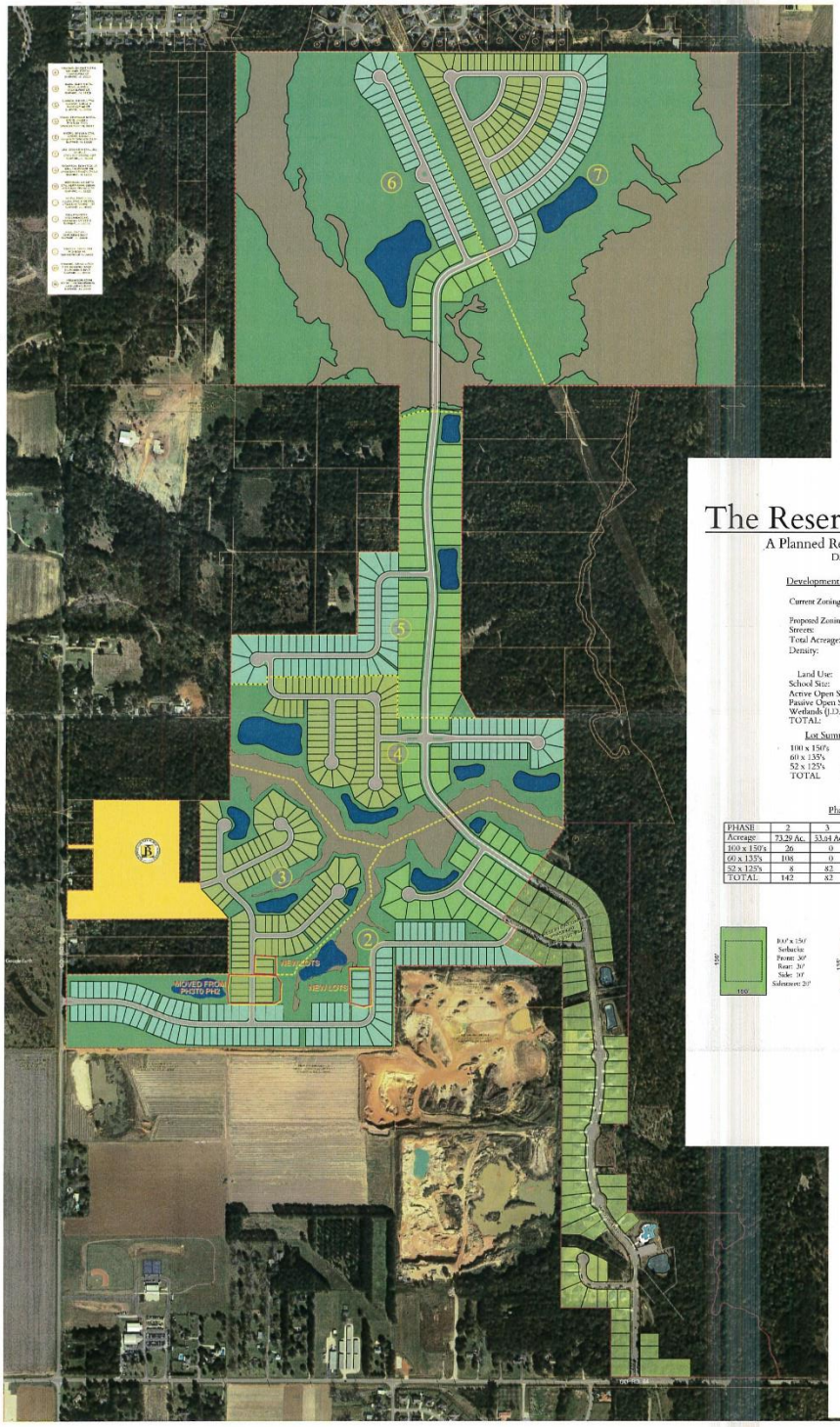
OVERALL DRAINAGE PLAN

PROJECT NO. 50100164

ODP

SHEET NO.


SURVEYOR'S CERTIFICATE
STATE OF ALABAMA
COUNTY OF BALDWIN
SURVEYOR'S NOTES:
LEGEND:
468.93± ACRES
POINT OF BEGINNING
POINT OF COMMENCEMENT
COMMON AREA
PROPERTY BOUNDARY SURVEY
Dewberry
9595 Fallston Ave Daphne, AL 36526
251-990-9990 fax 251-929-9919



The Reserve at Daphne

A Planned Residential Development
Daphne, Alabama

Development Summary

Current Zoning:	RSF-2 & RA [B.C. Dist. 15] RA [B.C. Dist. 25] and None [B.C. Dist 7]
Proposed Zoning:	P.R.D.
Streets:	27,064 L.F.
Total Acreage:	468.94 Ac.
Density:	1.3 Units per Acre

Land Use:

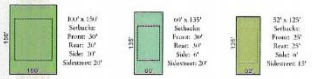
School Site:	17.78 Ac.	(3.8%)
Active Open Space:	57.54 Ac.	(12.3%)
Passive Open Space:	108.63 Ac.	(23.2%)
Wetlands (1.13):	97.76 Ac.	(20.8%)
TOTAL:	281.71 Ac.	(60.1%)

Lot Summary

100 x 150's	88	(14%)
60 x 135's	292	(47%)
52 x 125's	238	(39%)
TOTAL	618	

Phasing Summary

PHASE	2	3	4	5	6	7
Acreage	73.29 Ac.	53.04 Ac.	54.82 Ac.	43.34 Ac.	155.33 Ac.	129.03 Ac
100 x 150's	26	0	9	41	12	0
60 x 135's	108	0	27	55	49	53
52 x 125's	8	82	74	0	0	74
TOTAL	142	82	110	96	61	127



Dewberry
9949 Bellston Avenue
Daphne, Alabama 36526
251-990-9050

PROJECT NARRATIVE FOR THE RESERVE AT DAPHNE, A PLANNED RESIDENTIAL DEVELOPMENT

June 12, 2018

The Reserve at Daphne, a Planned Residential Development (PRD), is a proposed 470 acre subdivision located in Sections 12 and 13, Township 5 South, Range 2 East, Baldwin County, Alabama. More specifically, it is located immediately north of and is a continuation of The Reserve at Daphne Phase One Subdivision, which is located on the north side of County Road 64. It extends to the north and borders the south side of Plantation Hills and Bay Branch Villas, which are located south of US Highway 90. A portion of the PRD fronts on County Road 54 to the west and partially borders or is near to Fish River on the east. The site is located in Baldwin County Zoning Districts 15 and 28 and unzoned District 7. The portions located in Districts 15 and 28 are presently zoned RA, except for a portion recently (August, 2017) rezoned to RSF-2. A rezoning application has been submitted requesting RSF-2 zoning for all of the properties located within the PRD in Districts 15 and 28.

This is a proposed single family development consisting of 618 lots at a density of 1.31 units per acre. There are 238 lots proposed at 52' x 125' (6,500 s.f.) and 292 lots at 60'x135' (8,100 s.f.) and 88 lots at 100'x150' (15,000 s.f.). The proposed building setbacks are 25' front and rear with 6' side setbacks on the 52' wide lots, 30' front and rear with 6' side setbacks on the 60' wide lots, and 30' front and rear with 10' side setbacks on the 100' wide lots. The proposed maximum building heights will be 40'/3 story. The proposed maximum building coverage on each lot will be 55% for the 52' lots, 50% for the 60' lots, and 45% for the 100' lots.

Within the 470 acre development approximately 40% of the site is being developed into single family lots and roadways. The remaining property consist of a 17.78 acre (3.8%) school site, 97.76 acres (20.8%) of wetlands, 108.63 acres (23.1%) of passive open space, and 57.54 acres (12.3%) of active open space. These total 281.71 acres or 59.9% of the total site. Some of the detention ponds shown on the master plan are actually lakes that will provide for stormwater detention and have been included in the passive open space area. The wetlands, the passive open space, and active open space will all be located in and designated as common areas. These will be owned and maintained by the property owners association.

Access to this development is by way of the existing roadway to the south, Montelucia Way, in The Reserve at Daphne Phase One which connects to County Road 64. An additional connection will be to the west at County Road 54, which will be part of the Phase 2 development. The proposed school site has frontage and access on County Road 54 and will also have access to the proposed development on the east side of the school site.

All roadways will be designed in accordance to the standards shown on the attached typical roadway section. The roadways are proposed to be public and maintained by Baldwin County. Sidewalks will be constructed on both sides of all roadways and are to be ADA compliant. Sidewalks adjacent to common areas will be installed by the

developer during the construction of the infrastructure for each phase of development. All other sidewalks will be bonded and installed by the home builder at the time of house construction. The bond would be for a 2 year period with an option to extend for 2 more years.

All utilities will be constructed underground and in accordance to the standards of the respective utility companies. The stormwater management system will be designed in accordance with the Baldwin County design standards. All stormwater drainage features located outside of the County right-of-ways will be maintained by the property owners association.

A preliminary landscape plan has been provided with this PRD application. Final landscape plans will be provided as part of the subdivision submittal process for each phase. The required landscaping will be provided in the common areas and installed during construction of the infrastructure adjacent to those common areas.

The existing Covenants and Restrictions for the Reserve at Daphne Phase One will be revised to add each phase of the PRD development as such phase is completed. These revisions will insure that the drainage infrastructure outside of public roadways and common areas will be maintained.

The proposed PRD property owners will be allowed to use the amenities located in Phase One and will also share in the maintenance responsibilities for those facilities. Likewise the property owners in Phase One will have access to and use of the passive/recreational areas in the PRD. The developer reserves the right, in the future, to revise common areas/passive and recreation areas to add any of the following: swimming pools, tennis courts, playgrounds, ball fields, lawn game fields, linear park, public parks, etc.

There are seven phases of development proposed to complete the overall PRD. Upon approval of the PRD by the County Commission, plans are to immediately seek approval of and begin construction on Phase Two. Even though future Phase construction will be market driven, the plans at this time would be to begin construction on each subsequent Phase every two to three years.

Dewberry

Dewberry Engineers Inc.
25353 Friendship Road
Daphne, AL 36526

251.990.9950
251.990.9910 fax
www.dewberry.com

July 18, 2018

Mr. Vince Jackson
Baldwin County Planning and Zoning
P.O. Box 220
Silverhill, AL 36576

RE: RESERVE AT DAPHNE, A PLANNED RESIDENTIAL DEVELOPMENT
PRD Application

Dear Vince:

On behalf of the applicants on the above referenced application, I am requesting that the PRD application be withdrawn from further consideration. This is due to changes in the lot layout within the proposed development and more importantly a revision to the boundary of the development. The plans are to make the necessary revisions and resubmit a new application for consideration at a future date.

If you have any questions please do not hesitate to call me.

Sincerely,
DEWBERRY

Steven Pumphrey
Senior Planner

cc: File: 50100164

Baldwin County Commission

Agenda Action Form

File #: 18-0649, **Version:** 1 **Item #:** EA1

Meeting Type: BCC Regular Meeting
Meeting Date: 8/7/2018
Item Status: New
From: Kimberly Creech, Clerk/Treasurer
Eva Cutsinger, Senior Accountant
Submitted by: Sharon Grant, Accounts Payable Supervisor

ITEM TITLE

Payment of Bills

STAFF RECOMMENDATION

Pay bills totaling $11,533,989.20 (eleven million, five hundred thirty-three thousand, nine hundred eighty-nine dollars and twenty cents) with the exception of those vendors Commissioners request to be pulled, which are listed in the Baldwin County Accounts Payable Payments.

Of this amount, $9,277,256.28 (nine million, two hundred seventy-seven thousand, two hundred fifty-six dollars and twenty-eight cents) is payable to the Baldwin County Board of Education for its portion of the County Sales and Use Tax.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: N/A

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

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

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

Additional instructions/notes: N/A

A/P Vendors Exceeding $20,000
Commission Meeting: August 07, 2018

Vendor Name	Amount	Brief Description
Baldwin Co. Bd. Of Education	8,076,671.39	Sales Tax
	1,200,584.89	Use Tax
	239,102.71	Casual Sales Tax; June 2018
	174,934.69	US Fish & Wildlife Revenue Sharing
Faulkner State College	158,138.18	Sales Tax
	1,029.95	Casual Sales Tax; June 2018
Baldwin Youth Services	65,194.06	Sales Tax
	424.72	Casual Sales Tax; June 2018
District Attorney's Office	32,210.14	Sales Tax
	212.36	Casual Sales Tax; June 2018
Petroleum Traders Corporation	154,142.10	Fuel
Mobile Asphalt Co LLC	125,517.32	Road Building Materials
Altec Industries Inc	116,618.00	Vehicle; Aerial Device-Highway
TSA Inc	93,482.27	Computer Equipment
Spector Manufacturing Inc	67,751.00	Walking Floor Trailer; Solid Waste
Thompson Tractor Co	62,373.43	Equipment & Repairs
Election Systems & Software LLC	57,289.39	Election Supplies & Machine Rental; 7/17/18
Vulcan Materials Co	56,326.18	Road Building Materials
J & R System Integration LLC	45,761.54	Cameras & Security Equipment
S C Stagner Contracting Inc	34,210.50	Cliff's Landing Fishing Pier
Blade Construction LLC	24,764.12	Seminole Boat Launch
Ammons & Blackmon Construction	24,436.55	Resurfacing; Group 3
United Stated Geological Survey	22,100.00	River Stage Gaging Stations
Baldwin Tractor	21,698.38	Equipment
TOTAL	**10,854,973.87**	

Baldwin County Commission
Accounts Payable Payments
August 7, 2018

	Vendor Summary	Totals
1	4IMPRINT INC	3,786.06
2	A & M PORTABLES INC	415.44
3	ABC CUTTING CONTRACTORS	350.00
4	ADAMS AND REESE LLP	6,000.00
5	ADT SECURITY SERVICES INC	58.89
6	ADVANTAGE ELEVATOR INSPECTIONS	90.00
7	ADVENTURE PROPERTY	693.11
8	AL JUDICIAL COLLEGE EDUCATION FUND	640.00
9	AL STATE DEPT OF FINANCE-CRAFT TRAINING	1,952.00
10	AL STATE DEPT OF LABOR	150.00
11	AL STATE DEPT OF REVENUE	3.75
12	AL STATE DEPT OF TRANSPORTATION	1,091.40
13	ALABAMA AUTO - DAPHNE	9,173.94
14	ALABAMA COASTAL RADIOLOGY	84.56
16	ALABAMA PIPE & SUPPLY CO INC	9,542.00
17	ALLEGRI, MARTHA	32.00
18	ALMOND, JOANNA & DAVID	30.00
19	ALMS PUMP SERVICE	4,500.00
20	ALTA POINTE HEALTH SYSTEMS	600.00
21	ALTEC INDUSTRIES INC	116,618.00
22	AL-TRANS SERVICE INC	7,025.98
23	AMERICAN INSTITUTE FOR JUSTICE INC	1,300.00
24	AMERSON ROOFING INC	4,694.75
25	AMES, DANIEL P	16.00
26	AMMONS & BLACKMON CONSTRUCTION INC	24,436.55
27	ANDREW'S DIESEL & AUTOMOTIVE REPAIR	5,001.85
28	ANDREWS, SUSAN R	1,228.64
29	ANIMAL CARE EQUIP & SERVICES	375.21
30	ANIMAL MEDICAL CENTER	12.00
31	ARD'S PRINTING CO	518.00
32	ASHBERRY LANDFILL LLC	136.00
33	ASSN OF COUNTY COMMISSIONERS	19.49
34	ATCHLEY, SOMMER	30.00
35	ATCO MANUFACTURING	311.88
36	AUSTIN, DANA M	23.00
37	AUTO ZONE - FOLEY	137.98
38	AUTO ZONE - ROBERTSDALE	327.95
39	B I INCORPORATED	13,170.05
40	BALDWIN CNTY BOARD OF EDUCATION	9,691,293.68
41	BALDWIN CNTY HIGH SCHOOL	225.00
42	BALDWIN CNTY HISTORICAL COMMISSION	2,500.00
43	BALDWIN CNTY JUDGE OF PROBATE	18.00
44	BALDWIN CNTY SHERIFF'S OFFICE	6,300.23
45	BALDWIN CNTY SOLID WASTE	17,765.86
46	BALDWIN EYE CLINIC	78.00
47	BALDWIN FEED AND SEED LLC	78.00

Baldwin County Commission
Accounts Payable Payments
August 7, 2018

	Vendor Summary	Totals
48	BALDWIN LOCKSMITH LLC	1,295.00
49	BALDWIN TRACTOR	21,698.38
50	BALDWIN YOUTH SERVICES	65,618.78
51	BALLARD, RONALD J JR	199.00
52	BARKSDALE, HEATHER	30.00
53	BARNWELL VFD	591.03
54	BATES, CRYSTAL NICOLE	15.91
55	BAY AUTO GLASS & UPHOLSTERY INC	570.00
56	BAY MINETTE BUILDING SUPPLY	47.89
57	BAY MINETTE LAND CO	1,000.00
58	BAY MINETTE VFD	591.03
59	BAY UTILITY TRAILERS INC	23.00
60	BAY WINDOWS	725.00
61	BB&T-CREATIVE PAYMENT SOLUTIONS	154.10
62	BEARD EQUIPMENT	13,217.99
63	BEARD EQUIPMENT CO - TMR,RENTAL,SALES	3,544.13
64	BEEBE'S PEST & TERMITE CONTROL	475.00
65	BEHAVIORAL HEALTH SYSTEMS INC	82.00
66	BELFOREST VFD	591.03
67	BENSON, ROBIN G	23.00
68	BILLETT, WILLIAM	30.00
69	BISHOP, JODY JUDGE	1,643.06
70	BLADE CONSTRUCTION, LLC	24,764.12
71	BLINCO, MELANIE	14.00
72	BLOSSMAN GAS	823.14
73	BLOUNT, SAMANTHA	46.00
74	BOB BARKER CO INC	5,448.23
75	BON SECOUR VFD	591.03
76	BONNER, ALICE M	23.00
77	BRADY, ANN	30.00
78	BRANTLEY'S TIRES OF BAY MINETTE, LLC	561.42
79	BRINK'S INCORPORATED	1,429.21
80	BROCK, BRENDA KAY	82.84
81	BROCKMAN, CONSTANCE J	16.00
82	BROWN, SHARN	46.00
83	BUCK, JOEI LANE	28.34
84	BUFORD, DAVID	30.00
85	BUILDERS HARDWARE & SUPPLY CO	246.49
86	BURLESON, AMY & LEE	29.00
87	BYRD, BRANDY R	40.82
88	CAMPBELL HARDWARE & SUPPLY CO	92.49
89	CAMPBELL, JODY W	383.33
90	CARBAROUGH, CHRIS	14.00
91	CASADAY, JAMES OWEN	117.50
92	CASERTA, RENAE	30.00
93	CDG ENGINEERS & ASSOCIATES	1,792.50

Baldwin County Commission
Accounts Payable Payments
August 7, 2018

	Vendor Summary	Totals
94	CDW - GOVERNMENT, INC	4,275.45
96	CED/ALSTON ELECTRIC SUPPLY	155.90
97	CERTIFIED LABORATORIES	3,669.50
98	CHASTANG, DWAYNE	174.00
99	CHEATHAM, DENISE	46.00
100	CHEMSTATION GULF COAST	842.40
101	CHILDRESS, AMBER	30.00
102	CHUCK STEVENS AUTO INC	1,470.68
103	CHUCK STEVENS CHEVROLET	1,668.21
104	CINTAS - UNIFORMS	2,190.62
105	CINTAS FIRST AID & SAFETY	580.89
106	CINTAS LOCATION #211	4,235.00
107	CLEAR SIGHT PROPERTIES LLC	58.11
108	CLEMMONS, ALEXIS	30.00
109	CLUTCH PRODUCTS INC	96.00
110	COASTAL OCCUPATIONAL MEDICINE	170.00
111	COCA COLA BOTTLING CO	1,450.00
112	COKER, HENRY B & ANN T	16.00
113	COLLECTOR HISTORICAL PRINTS INC	3,000.00
114	COLLIER, MONICA	14.00
115	COMMUNICATIONS STORE	16.95
116	COMPLETE JANITORIAL SERVICE	1,410.00
117	COMPLETE SAFETY WORKS INC	45.00
118	COPY PRODUCTS COMPANY	1,223.99
119	CORE COMPUTING SOLUTIONS INC	3,803.53
120	CORTEZ PROPERTIES INC	258.08
121	COWARD MD, C ELIZABETH	1,690.00
122	COWIN EQUIPMENT CO	7,795.20
123	COX, DEANNA VICICH	2,325.00
124	CROSSROADS VFD	591.03
125	CULLIGAN WATER SYSTEMS OF MOBILE	286.70
126	CUMMINS ALABAMA INC	2,657.90
127	CUTRO, BEVERLY G	20.00
128	CUTSINGER, EVA H	140.09
129	DADE PAPER & BAG CO	9,019.90
130	DANNY'S HYDRAULICS	7,380.98
131	DAPHNE VFD	591.03
132	DAVIS, AMY	14.95
133	DAVIS, SHEILA	30.00
134	DAVISON OIL COMPANY INC	1,925.64
135	DAY, LYNN H	56.68
136	DEEP SOUTH WELDING & FABRICATION	3,755.00
137	DELTA COMPUTER SYSTEMS INC	14,320.00
138	DELTA FLOORING INC	8,632.00
139	DENTON, ANGELA M & THOMAS	21.00
140	DISTEFANO, JOSEPH	14.00

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141	DISTRICT ATTORNEY'S OFFICE	32,422.50
142	DIVERSIFIED COMPUTER SERVICES LLC	750.00
143	DIXIE BUILDING SUPPLY	797.69
144	DOMINY, CANDICE A	126.00
145	DORSEY, JASPER T	172.22
146	DUTCHMAN'S LAWN & GARDEN	101.97
147	ELBERTA FARMERS COOPERATIVE	32.70
148	ELBERTA VFD	591.03
149	ELECTION SYSTEMS & SOFTWARE INC	57,289.39
150	ELLIS, DENNIS	30.00
151	ELSANOR VFD	591.03
152	EMERGENCY SERVICES OF MOBILE	1,117.65
153	EMPIRE TRUCK SALES INC	1,148.02
154	EQUIPMENT SALES CO	2,997.99
155	ETOWAH CHEMICAL SALES & SERVICE	357.00
156	EVANS MFG	3,215.00
157	EVANS, ALEXANDER	32.00
158	EVANS, GLADYS	16.00
159	EXPRESS OIL CHANGE -FOLEY	135.82
160	EXPRESS OIL CHANGE -ROBERTSDALE	393.70
161	FAIRHOPE VFD	591.03
162	FASTENAL	682.20
163	FAULKNER STATE COMMUNITY COLLEGE	159,168.13
164	FEDEX	221.84
165	FERGUSON ENTERPRISES INC	302.73
166	FILESAFE LLC	2,175.00
167	FLEETPRIDE	11,484.45
168	FLOOD, KRISTEL & PAUL	30.00
169	FOGEL, RYAN	30.00
170	FOLEY VFD	591.03
171	FORT MORGAN VFD	591.03
172	FOWLER, MACEY	46.00
173	FULTON, BRANDON D	15.00
174	G T MICHELLI SCALES	753.00
175	GALL'S LLC	1,606.00
176	GANEY, BRENDA Q	3,333.34
177	GANNON, MICHAEL	32.00
178	GARY, ANU K	23.00
179	GATESWOOD VFD	591.03
180	GAUTNEY, WANDA FAIL	212.26
181	GCIS SUPPLY CO	61.20
182	GCR TIRE & SERVICE	16,029.50
183	GENERAL MACHINERY CO INC	1,655.27
184	GILLILAND, STEVE	46.00
185	GODWIN, JANET L	126.00
186	GODWIN, LOGAN TATE	30.00

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	Vendor Summary	Totals
187	GOVERNMENT FINANCE OFFICERS	395.00
188	GOWAN, CONNIE E	24.80
189	GRAHAM, DANA L	9.15
190	GRAY, AMY L	16.00
191	GREEN, SHAREN	30.00
192	GREER, MEGAN	30.00
193	GRIFFIN, YVONNE	16.00
194	GT DISTRIBUTORS INC	419.08
195	GUARDIAN RFID	15,667.50
196	GUERRY, JENNI REBECCA	82.00
197	GULF CITY BODY & TRAILER WORKS, INC	200.70
198	GULF COAST BUILDING SUPPLY-ACE HOME CTR	385.84
199	GULF COAST NEWSPAPERS	2,875.36
200	GULF COAST TRUCK & EQUIPMENT CO	1,713.94
201	GULF ICE SYSTEMS INC	2,658.20
202	GULF SHORES VFD	591.03
203	GULSBY, MARILYN S	10.14
204	GWYNN, HEATHER A	108.00
205	HALL, SHEILA L	30.00
206	HAMLIN, FRANKIE LEE	30.00
207	HAPPY ACRES VETERINARY CLINIC	499.50
208	HARVILLE, CYNTHIA G	126.00
209	HATHCOCK, RAINA B	21.00
210	HEART GROUP OF THE EASTERN SHORE	71.87
211	HELENA CHEMICAL CO	167.30
212	HENDERSON, KENDEL DYETT	87.20
213	HIGHLAND TECHNICAL SERVICES INC	1,410.50
214	HILL, JAMES C	48.00
215	HILL'S PET NUTRITION INC	426.65
216	HOLLAND'S PAINT & BODY	8,466.00
217	HOSEA O. WEAVER & SON INC	16,662.21
218	HURRICANE ELECTRONICS INC	232.50
219	INFIRMARY OCCUPATIONAL HEALTH PC	3,429.00
220	INFORMATION TRANSPORT SOLUTIONS INC	6,310.60
221	INGRAM EQUIPMENT LLC	3,422.87
222	J&R SYSTEM INTEGRATION LLC/SECURITY 101	45,761.54
223	JACE CHANDLER	495.00
224	JANI KING OF MOBILE	2,231.16
225	JAZZY CLEAN JANITORIAL	405.34
226	JOHNNY UNDER PRESSURE LLC	2,880.00
227	JOHNSON COMMUNICATIONS INC	562.50
228	JOHNSON CONTROLS	750.00
229	JOHNSON, CHERYL LYNN	30.00
230	JOHNSON, NADINE	19.20
231	JOHNSTONE SUPPLY USE 187990	848.83
232	JOINER, DERRICK S	32.00

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233	JONES WALKER	2,837.24
234	JOSEPHINE VFD	591.03
235	JOYCE ENGINEERING INC	2,800.00
236	KEEFE SUPPLY CO	300.00
237	KENTWOOD SPRINGS WATER	42.18
238	KENWORTH OF ALABAMA	3,116.75
239	KEY, VICTORIA ASHTON	72.19
240	KIMBALL MIDWEST	669.78
241	KINGLINE EQUIPMENT	4,600.00
242	KNAPP, BEVERLY	32.00
243	KOLB, GARY E JR & REAGAN	21.00
244	KUEHL, JASON T	202.65
245	KYBO SALES LLC	562.09
246	LAMBERT, JEFFREY DALE	30.00
247	LAMBERTH, CYNTHIA R	29.43
248	LAMPLUGH, DOUG	30.00
249	LAUNDRY SOUTH SYSTEMS & REPAIR LLC	9,220.99
250	LIFEGUARD AMBULANCE SERVICE	1,580.40
251	LILLIAN VFD	591.03
252	LITTLE RIVER FIRE DEPT INC	591.03
253	LONG, MARY M	27.25
254	LONG'S HUMAN RESOURCE SERVICE	3,780.09
255	LOTTIE VFD	591.03
256	LOWE'S - DAPHNE	2,505.40
257	LOWE'S - FOLEY	1,160.66
258	LOXLEY AUTO PARTS AND HARDWARE	182.79
259	LOXLEY CWC GENERAL FUND	5,505.00
260	LOXLEY VFD	591.03
261	LUCAS, LOREN BOWMAN	108.00
262	LUECK, KIMBERLY	14.00
263	LYLE MACHINERY CO	341.41
264	M & A SUPPLY	157.96
265	MAC'S AUTOGLASS LLC	1,350.00
266	MAGNOLIA SPRINGS VFD	591.03
267	MALLETTE, TABATHA	14.00
268	MANAGEFORCE CORPORATION	6,225.00
269	MANNING, DEBBIE	32.00
270	MARION, PATRICIA	19.00
271	MARLOW VFD	591.03
272	MARSHALL, ALICE	30.00
273	MASON, LEE	30.00
274	MCDILL, KARON W	126.00
275	McGRIFF TIRE CO INC	11,887.03
276	MCKNIGHT, RONALD	30.00
277	MCPHERSON OIL CO INC/DBA FUELMAN	4,493.20
278	MILLER, COREY	30.00

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	Vendor Summary	Totals
279	MINTON, R VERNON	16.00
280	MISSISSIPPI MOSQUITO CONTROL LLC	14,374.00
281	MOBILE ASPHALT CO LLC	125,517.32
282	MOBILE MACHINE AND HYDRAULICS LLC	1,360.94
283	MOMAR INC	399.05
284	MONTGOMERY TECHNOLOGY SYSTEMS LLC	3,671.40
285	MOTOROLA SOLUTIONS INC	381.60
286	MOTT MACDONALD CONSULTANTS INC	11,148.26
287	MUNSEY, JAMES & DEBBIE	32.00
288	MWI ANIMAL HEALTH	2,660.16
289	NBI PHYSICIAN ASSOCIATES	792.79
290	NEOPOST USA INC	3,762.72
291	NIX, WILLIAM CHARLES	1,305.14
292	NORRIS, LARRY E	46.00
293	NOTARY PUBLIC UNDERWRITERS	125.50
294	OEC	180.10
295	OFFICE OF PROSECUTION SERVICES	434.15
296	OFFICE PRIDE	1,380.00
297	ORANGE BEACH VFD	591.03
298	O'REILLY AUTO PARTS-FIRST CALL R'DALE	5,366.97
299	OSBURN ASSOCIATES INC	1,561.08
300	OUTLAW, HARRIET	250.00
301	OYSTER BAY VFD	591.03
302	P & R LLC	324.98
303	PACE ANALYTICAL SERVICES LLC	6,991.45
304	PACER SERVICE CENTER	17.80
305	PACIFIC CONCEPTS	1,590.00
306	PEACOCK, BRIAN T	248.76
307	PEACOCK, JESSIE LUMAN	105.00
308	PEDEN, SARA ELIZABETH	114.45
309	PENSACOLA POOLS	136.98
310	PERDIDO BEACH VFD	591.03
311	PERDIDO VFD	591.03
312	PETROLEUM TRADERS CORPORATION	154,142.10
313	PETTY CASH - KELLY CHILDRESS	77.78
314	PHILLIPS, LESLIE	30.00
315	PHILLIPS, RODNEY	14.00
316	PIGGLY WIGGLY - BAY MINETTE	319.74
317	PIGGLY WIGGLY - FOLEY	945.00
318	PIGGLY WIGGLY - LOXLEY	1,128.67
319	PINE GROVE VFD	591.03
320	PINE REST FUNERAL HOME	475.00
321	PNC BANK	1,302.19
322	POSTMARK INK	637.66
323	PRINT SHOP, THE	4,047.09
324	PRO-CHEM INC	1,924.86

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	Vendor Summary	Totals
325	QUINLIVAN, CALI C	16.00
326	RABUN VFD	591.03
327	RACINE'S FEED GARDEN & SUPPLY INC	472.50
328	RAPID DETECT INC	811.88
329	REPUBLIC SERVICES	2,117.43
330	RICKET, SCOTT & DORA	16.00
331	RIVIERA UTILITIES	1,513.94
332	ROBBIES FLORIST	250.00
333	ROBERTSDALE ANIMAL CLINIC	383.00
334	ROBERTSDALE AUTO PARTS INC	2,891.58
335	ROBERTSDALE HIGH SCHOOL	250.00
336	ROBERTSDALE POWER EQUIPMENT	732.04
337	ROBERTSDALE VFD	591.03
338	ROBERTSON INSURANCE AGENCY INC	368.00
339	ROBINSON, WAYNE	30.00
340	ROPER, ROBERT C	30.00
341	ROSE, ERIN	30.00
342	ROSINTON VFD	591.03
343	ROTO-ROOTER	1,292.50
344	RUFFIN, LORI G	247.50
345	RUSH TRUCK CENTER	253.14
346	RYAN, LINDSEY M	46.00
347	RYE, B J	46.00
348	S C STAGNER CONTRACTING INC	34,210.50
349	SALAS, JOHN	30.00
350	SALZMAN, RYAN	30.00
351	SAM'S CLUB DIRECT	140.00
352	SANDERS, SETH & ALLISON	16.00
353	SANDS TECH AV LLC	1,300.00
354	SANDY SANSING FORD	9,971.04
355	SCARBOROUGH, ADAM R	23.00
356	SCHMITZ, MICHAEL	30.00
357	SECTION 18 TRANSPORTATION FUND	5,301.00
358	SEMINOLE VFD	591.03
359	SERVICEMASTER ACTION CLEANING	489.00
360	SHIVER, MAKAYLA MOSLEY	23.00
361	SHOEMAKER, MARSHALL MD PC	3.48
362	SILVERHILL VFD	591.03
363	SISLAK, SARAH HART	191.84
364	SITEONE LANDSCAPE SUPPLY HOLDING, LLC	89.80
365	SMITH, CHARLOTTE K	426.25
366	SMITH, JARED	28.48
367	SMITH, JODIE M	151.28
368	SMITH, RICHARD	30.00
369	SOUTH ALABAMA REGIONAL	508.26
370	SOUTH ALABAMA VENDING CO	84.00

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371	SOUTHDATA INC	15,403.85
372	SOUTHERN DISTRIBUTION OF MOBILE	104.54
373	SOUTHERN FOLGER DETENTION EQUIP CO	5,042.08
374	SOUTHERN GREASE HAULING INC	352.50
375	SOUTHERN, JOYCE A	1.60
376	SPANISH FORT VFD	591.03
377	SPECTOR MANUFACTURNG INC	67,751.00
378	STAPLES CONTRACT & COMMERCIAL, INC.	19,616.41
379	STAPLETON VFD	591.03
380	STASTKA, GERALDINE L	4.00
381	STEINKE, TRAVIS	30.00
382	STOCKTON VFD	591.03
383	STONE GRANADE & CROSBY PC	7,185.13
384	STUMP, ROGER	14.00
385	STYX RIVER VFD	591.03
386	SUMMERDALE VFD	591.03
387	SUNSOUTH LLC	1,940.99
388	SWEAT TIRE - ROBERTSDALE	1,189.00
389	TAMERON AUTOMOTIVE EASTERN SHORE	747.70
390	TAX MANAGEMENT ASSOCIATES INC	4,400.00
391	TAYLOR, LEITA	46.00
392	TAYLOR, WARREN DOUGALD	199.00
393	TEAM ONE COMM - PENSACOLA	2,562.50
394	TENSAW VFD	591.03
395	TESSCO	66.11
396	THE LODGE	1,282.55
397	THOMPSON ENGINEERING	1,665.91
398	THOMPSON TRACTOR CO	62,373.43
399	THOMPSON, SUSAN HUGGINS	28.34
400	TINDOL, BRET	30.00
401	TONY'S TOWING INC	1,881.25
402	TOVAR, MOLLIE	30.00
403	TRACTOR & EQUIPMENT CO	2,455.52
404	TRANE-MOBILE PARTS CENTER	2,371.49
405	TRANSPORTATION SOUTH INC	1,165.69
406	TRAWICK, DAVID	62.00
407	TSA INC	93,482.27
408	TUBBY'S TEE'S	204.00
409	TURBEVILLE, MARTIN B	14.00
410	TWO-WAY COMMUNICATIONS INC	4,583.33
411	U-HAUL INTERNATIONAL INC	1,014.50
412	UNITED REFRIGERATION	379.84
413	UNITED STATES GEOLOGICAL SURVEY	22,100.00
414	UNIV AUBURN-GOVERNMENTAL SERVICES	1,225.00
415	UNIVERSAL ENVIRONMENTAL	12.50
416	USA MEDICAL CENTER	12,337.07

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	Vendor Summary	Totals
417	VAN SCOYOC ASSOCIATES	9,500.00
418	VARES, CHRISTIAN S	16.00
419	VAUGHN, WILLAM & DEBRA	14.00
420	VAUTRIN, IRMA	11.00
421	VICKREY, JOIE L	65.51
422	VOLKERT INC	1,072.50
423	VULCAN MATERIALS CO	56,326.18
424	W H THOMAS OIL CO INC	6,240.05
425	W W GRAINGER	19,157.39
426	WALLACE, RUSSELL S	82.00
427	WAL-MART SUPERCENTER	25.84
428	WALTCO INC	490.00
429	WALZ, BRENDA J	183.12
430	WARRINER CONSTRUCTION	4,079.00
431	WASTE PRO OF FLORIDA	196.51
432	WATTS, MICHELLE M	6.00
433	WEAVER, ALLAN D	110.00
434	WESCO - FOLEY	1,824.03
435	WESCO DISTRIBUTION	938.94
436	WEST GROUP PAYMENT CENTER	1,182.64
437	WHITE HOUSE FORKS VFD	591.03
438	WILBURN, WILLIAM	46.00
439	WITTICHEN SUPPLY	1,306.71
440	WOOD FRUITTICHER GROCERY CO INC	1,180.36
441	WRIGHT, ANGELA	24.35
442	WRIGHTS MOTOR PARTS INC	809.31
443	XEROX CORP	111.07
444	YELVERTON, MATT	62.00
445	YORK, BOBBI J	87.20
446	ZACK LONG DIRT PIT	2,583.00
447	ZEP MANUFACTURING COMPANY	998.34
	Grand Total	**11,533,989.20**

Supplier Number	Name	Phone Number	Co	Balance Open	Aging Current	1 - 0	Over 0	
143	SECTION 18 TRANSPORTATION FUND	251 9370355	00001	330.00				330.00
3308	GAUTNEY, WANDA FAIL	251 9376342	00001	212.26				212.26
7093	THOMPSON, SUSAN HUGGINS	251 9378785	00001	28.34				28.34
10045	ALABAMA AUTO - DAPHNE	251 6260002	00001	8,981.44				8,981.44
10073	ARD'S PRINTING CO		00001	518.00				518.00
10225	UNIV AUBURN-GOVERNMENTAL SERV	334 8444782/HALEYCTR	00001	675.00				675.00
14029	BAY MINETTE BUILDING SUPPLY	334 9372431	00001	39.56				39.56
14084	BOB BARKER CO INC - PO'S		00001	4,522.60	29.60-			4,552.20
14132	BALDWIN YOUTH SERVICES		00001	65,618.78	65,194.06			424.72
14523	BALDWIN CNTY HISTORICAL COMMIS		00001	2,500.00				2,500.00
14534	BALDWIN LOCKSMITH LLC *	251 9434291	00001	1,125.00				1,125.00
14543	BAY AUTO GLASS & UPHOLSTERY IN	251 6261995	00001	570.00				570.00
14594	BALDWIN CNTY HIGH SCHOOL		00001	225.00				225.00
19009	CAMPBELL HARDWARE & SUPPLY CO	251 9472291	00001	92.49				92.49
19042	CLUTCH PRODUCTS INC		00001	96.00				96.00
21127	DISTRICT ATTORNEY'S OFFICE		00001	32,422.50	32,210.14			212.36
21252	DELTA COMPUTER SYSTEMS INC	228 3887688	00001	11,277.50				11,277.50
25040	FAULKNER STATE COMMUNITY COLLE		00001	159,168.13	158,138.18			1,029.95
27022	GULF COAST NEWSPAPERS		00001	2,875.36				2,875.36
27263	GALL'S LLC	800 4777766	00001	1,606.00				1,606.00
27273	GT DISTRIBUTORS INC	800 2418950	00001	419.08				419.08
27674	COMPLETE JANITORIAL SERVICE	251 9451035	00001	1,410.00				1,410.00
40569	NOTARY PUBLIC UNDERWRITERS		00001	125.50				125.50
40612	MONTGOMERY TECHNOLOGY SYSTEMS	334 3827441	00001	3,671.40				3,671.40
41646	FEDEX		00001	168.74				168.74
43003	OEC	800 759-3368	00001	180.10				180.10
48256	PENSACOLA POOLS		00001	136.98				136.98
48258	PRO-CHEM INC		00001	532.20				532.20
48286	PACIFIC CONCEPTS	800 8272247	00001	1,590.00				1,590.00
51005	ELECTION SYSTEMS & SOFTWARE IN	800 2924679	00001	57,289.39				57,289.39
51029	ROBERTSON INSURANCE AGENCY IN	334 9282163	00001	368.00				368.00
51232	ROBBIES FLORIST		00001	250.00				250.00
51288	ROTO-ROOTER		00001	1,292.50				1,292.50
56733	SERVICEMASTER ACTION CLEANING	800 943-3899	00001	489.00				489.00
57277	TESSCO - PO	410 4727000	00001	66.11				66.11
57304	TWO-WAY COMMUNICATIONS INC **	5045859200	00001	4,583.33				4,583.33
57333	TEAM ONE COMM - PENSACOLA	334 343-2560	00001	2,562.50				2,562.50
64397	LONG'S HUMAN RESOURCE SERVICE		00001	521.77				521.77
64733	SMITH, JODIE M	251 9375039	00001	151.28				151.28

Supplier Number	Name	Phone Number		Co	Balance Open	Aging Current	1 - 0	Over 0	
65091	STONE GRANADE & CROSBY PC			00001	7,185.13				7,185.13
66024	WESCO DISTRIBUTION - MOBILE	251	433 4567	00001	214.13				214.13
66029	WEST GROUP PAYMENT CENTER**	612	6877000	00001	195.00				195.00
66057	USA MEDICAL CENTER			00001	12,337.07				12,337.07
78721	BEEBE'S PEST & TERMITE CONTROL	251	9438166	00001	475.00				475.00
82202	BONNER, ALICE M	334	5594104CELL	00001	23.00				23.00
84048	PEACOCK, JESSIE LUMAN	251	404-7323	00001	105.00				105.00
84216	W W GRAINGER - FOR PO'S	251	661-1035	00001	737.44				737.44
85307	WAL-MART SUPERCENTER *	251	9375558	00001	25.84				25.84
87716	LOWE'S FOLEY - 057700034		9705307	00001	185.19				185.19
87767	JANI KING OF MOBILE	504	4419700	00001	1,134.64				1,134.64
88604	WALLACE, RUSSELL S	251	9379290	00001	82.00				82.00
94060	CHUCK STEVENS AUTO INC			00001	374.05				374.05
94932	EXPRESS OIL CHANGE -FOLEY	251	9437524	00001	135.82				135.82
95468	BAY WINDOWS		433 4527	00001	725.00				725.00
95880	JOHNSTONE SUPPLY USE 187990	251	3433899	00001	848.83				848.83
98634	MCPHERSON OIL CO INC/DBA FUELM	800	2398882	00001	2,433.58				2,433.58
99320	INFIRMARY OCCUPATIONAL HEALTH	334	4333781	00001	1,392.00				1,392.00
99611	SOUTH ALABAMA VENDING CO	251	3688997	00001	84.00				84.00
100562	FILESAFE LLC			00001	2,175.00				2,175.00
101717	BRINK'S INCORPORATED			00001	1,117.31				1,117.31
101899	KEEFE SUPPLY CO	800	3928381	00001	300.00				300.00
102875	CDW - GOVERNMENT, INC - PO	866	3393526	00001	3,691.98				3,691.98
105048	BALDWIN CNTY SOLID WASTE	251	9888125	00001	17,765.86				17,765.86
105435	CINTAS FIRST AID & SAFETY	251	4437301	00001	65.64				65.64
111974	CAMPBELL, JODY W			00001	383.33				383.33
113064	PACER SERVICE CENTER	800	6766856	00001	17.80				17.80
113161	DELTA FLOORING INC	251	9370506PH	00001	8,632.00				8,632.00
114112	PINE REST FUNERAL HOME			00001	475.00				475.00
115852	DADE PAPER & BAG CO	251	9641500	00001	6,119.34	56.49-			6,175.83
116151	GULF ICE SYSTEMS INC	800	322 4853	00001	2,658.20				2,658.20
116847	GARY, ANU K	251	9867766	00001	23.00				23.00
117516	PEACOCK, BRIAN T	251	5800370	00001	248.76				248.76
118519	WALZ, BRENDA J	251	5804819	00001	183.12				183.12
120900	ROBERTSDALE HIGH SCHOOL			00001	250.00				250.00
123220	CUTSINGER, EVA H	251	9551160	00001	140.09				140.09
123908	THOMPSON ENGINEERING-PO'S			00001	1,665.91				1,665.91
126261	EXPRESS OIL CHANGE -ROBERTSDAL	251	9472606	00001	291.87	10.18-			302.05
126551	SCARBOROUGH, ADAM R	251	5809496	00001	23.00				23.00
126560	KUEHL, JASON T	251	9288559	00001	202.65				202.65

Supplier					Aging				
Number	Name	Phone Number		Co	Balance Open	Current	1 - 0	Over 0	
128354	SAM'S CLUB DIRECT	800	3626196	00001	140.00				140.00
130905	HEART GROUP OF THE EASTERN SHO	251	4334700	00001	71.87				71.87
133583	BENSON, ROBIN G	251	6564681	00001	23.00				23.00
133591	AMERSON ROOFING INC			00001	4,694.75				4,694.75
133938	AL STATE DEPT OF LABOR	334	2423460	00001	150.00				150.00
135466	VAN SCOYOC ASSOCIATES	202	6381950	00001	9,500.00				9,500.00
136611	BALDWIN CNTY SHERIFF'S OFFICE	251	9370210	00001	3,160.73	3,160.73			
136872	LOWE'S - DAPHNE		6217620	00001	2,302.03				2,302.03
140142	VICKREY, JOIE L	251	6565792	00001	65.51				65.51
142535	UNITED STATES GEOLOGICAL SURVE			00001	22,100.00				22,100.00
148881	ANDREWS, SUSAN R	850	639-3751	00001	1,228.64				1,228.64
150287	BAY MINETTE LAND CO			00001	1,000.00				1,000.00
152266	LONG, MARY M	251	7529005	00001	27.25				27.25
152477	J&R SYSTEM INTEGRATION LLC/SEC		2952760/JOHNGIB SON	00001	44,915.84				44,915.84
157294	ADAMS AND REESE LLP	504	5813234	00001	6,000.00				6,000.00
158123	TRANE-MOBILE PARTS CENTER		6652939	00001	2,371.49				2,371.49
161111	BRANTLEY'S TIRES OF BAY MINETT		9371011	00001	497.97				497.97
162801	COMPLETE SAFETY WORKS INC	251	4796788	00001	45.00				45.00
162886	GULSBY, MARILYN S	251	6809525	00001	10.14				10.14
165665	BALDWIN EYE CLINIC			00001	78.00				78.00
166975	TSA INC	205	7339111	00001	92,327.95				92,327.95
169201	DORSEY, JASPER T	251	2138795	00001	172.22				172.22
170384	CED/ALSTON ELECTRIC SUPPLY	251	9431502	00001	155.90				155.90
170536	SOUTHDATA INC *	251	3437616	00001	8,790.60				8,790.60
174473	WASTE PRO OF FLORIDA	850	4740800	00001	196.51				196.51
175548	BYRD, BRANDY R	251	2321417	00001	40.82				40.82
175880	AUSTIN, DANA M	251	9783366	00001	23.00				23.00
180154	MOTOROLA SOLUTIONS INC**			00001	381.60				381.60
180302	ASHBERRY LANDFILL LLC	334	493 1250	00001	136.00				136.00
180305	GUERRY, JENNI REBECCA	251	210-6157	00001	82.00				82.00
180505	CHUCK STEVENS CHEVROLET	251	937 1500	00001	1,668.21				1,668.21
180990	NEOPOST USA INC			00001	2,170.59				2,170.59
180999	PETROLEUM TRADERS CORPORATIO	800	348-3705/1002	00001	150,805.03	90.47-			150,895.50
181237	PNC BANK	251	937-1207	00001	1,302.19				1,302.19
181276	LUCAS, LOREN BOWMAN	251	2691157	00001	108.00				108.00
181386	BATES, CRYSTAL NICOLE	251	2133890	00001	15.91				15.91
181387	SOUTHERN GREASE HAULING INC			00001	352.50				352.50
181449	NIX, WILLIAM CHARLES	251	2591732	00001	1,305.14				1,305.14
181489	COASTAL OCCUPATIONAL MEDICINE			00001	170.00				170.00

Supplier Number	Supplier Name	Phone Number	Co	Balance Open	Aging Current	Aging 1 - 0	Aging Over 0	
181574	O'REILLY AUTO PARTS-FIRST CALL		00001	4,769.61	115.98-			4,885.59
181793	PEDEN, SARA ELIZABETH	251 4548675	00001	114.45				114.45
181852	ALTA POINTE HEALTH SYSTEMS	251 450 5901	00001	600.00				600.00
181921	ALABAMA COASTAL RADIOLOGY	251 460-0326	00001	84.56				84.56
181922	EMERGENCY SERVICES OF MOBILE	877 248-4846	00001	1,117.65				1,117.65
182049	GWYNN, HEATHER A	251 643-5348	00001	108.00				108.00
182130	WALTCO INC	251 402 6690	00001	490.00				490.00
182169	YORK, BOBBI J	251 6549184	00001	87.20				87.20
182172	UNIVERSAL ENVIRONMENTAL		00001	12.50				12.50
182229	INFORMATION TRANSPORT SOLUTION		00001	6,310.60				6,310.60
182243	M & A SUPPLY - MOBILE	251 660 0975	00001	157.96				157.96
182993	LAMBERTH, CYNTHIA R	251 937-5019	00001	29.43				29.43
183041	MANAGEFORCE CORPORATION	630 592 8727	00001	6,225.00				6,225.00
183649	REPUBLIC SERVICES #986		00001	1,663.39				1,663.39
184294	PRINT SHOP, THE	251 937 1772	00001	558.09				558.09
184892	WITTICHEN SUPPLY-DAPHNE	251 375 0722	00001	913.01				913.01
184923	BUCK, JOEI LANE	251 580-0033	00001	28.34				28.34
185252	AUTO ZONE - ROBERTSDALE BCC		00001	39.99				39.99
185294	DAY, LYNN H	251 2135418	00001	56.68				56.68
185351	HOLLAND'S PAINT & BODY		00001	8,466.00				8,466.00
185396	MAC'S AUTOGLASS LLC	251 228 2744	00001	1,105.00				1,105.00
185594	STAPLES CONTRACT & COMMERCIAL	803 333 8496	00001	7,656.37	37.21-			7,693.58
185834	SOUTHERN FOLGER DETENTION EQU	210 533 1231	00001	5,042.08				5,042.08
185961	ADVANTAGE ELEVATOR INSPECTIONS	850 748-5526	00001	90.00				90.00
186268	LIFEGUARD AMBULANCE SERVICE		00001	1,580.40				1,580.40
186412	AL STATE DEPT OF FINANCE-CRAFT		00001	1,952.00				1,952.00
186795	SHIVER, MAKAYLA MOSLEY	251 424-4417	00001	23.00				23.00
187264	SANDS TECH AV LLC		00001	1,300.00				1,300.00
187344	CINTAS - UNIFORMS		00001	152.01				152.01
187463	U-HAUL INTERNATIONAL INC	602 606 5426	00001	1,014.50				1,014.50
187611	BROCK, BRENDA KAY	251 543-6610	00001	82.84				82.84
187957	KEY, VICTORIA ASHTON	251 599-4600	00001	72.19				72.19
188241	NBI PHYSICIAN ASSOCIATES		00001	792.79				792.79
188260	GUARDIAN RFID	612 382 1355	00001	15,667.50				15,667.50
188369	COWARD MD, C ELIZABETH		00001	1,690.00				1,690.00
188579	SHOEMAKER, MARSHALL MD PC		00001	3.48				3.48
188878	TAMERON AUTOMOTIVE EASTERN SHO		00001	747.70				747.70
189067	SMITH, JARED (R)		00001	28.48				28.48
189098	ADVENTURE PROPERTY (R)		00001	693.11				693.11
189148	CORTEZ PROPERTIES INC (R)		00001	258.08				258.08

Supplier Number	Name		Phone Number	Co	Balance Open	Aging Current	1 - 0	Over 0		
189149	CLEAR SIGHT PROPERTIES LLC (R)			00001	58.11					58.11
	General Fund			00001	874,242.91	258,363.18				615,879.73
98634	MCPHERSON OIL CO INC/DBA FUELM	800	2398882	00103	5.40					5.40
	County Transportation Fund			00103	5.40					5.40
183649	REPUBLIC SERVICES #986			00104	21.32					21.32
	Legislative Del Off Fund			00104	21.32					21.32
2217	BALLARD, RONALD J JR	251	9371199	00105	199.00					199.00
14084	BOB BARKER CO INC - PO'S			00105	925.63					925.63
34850	GRAHAM, DANA L	251	6893129	00105	9.15					9.15
95628	ZEP MANUFACTURING COMPANY (PO		6482076/GREG	00105	333.10					333.10
98634	MCPHERSON OIL CO INC/DBA FUELM	800	2398882	00105	.67					.67
99320	INFIRMARY OCCUPATIONAL HEALTH	334	4333781	00105	40.00					40.00
115852	DADE PAPER & BAG CO	251	9641500	00105	817.14					817.14
135520	WOOD FRUITTICHER GROCERY CO IN	800	4894550	00105	1,180.36					1,180.36
136611	BALDWIN CNTY SHERIFF'S OFFICE	251	9370210	00105	3,139.50					3,139.50
180948	TAYLOR, WARREN DOUGALD	251	8954697	00105	199.00					199.00
185594	STAPLES CONTRACT & COMMERCIAL	803	333 8496	00105	106.77					106.77
189056	JOHNSON COMMUNICATIONS INC	850	478-2110	00105	562.50					562.50
189062	JOHNSON CONTROLS - PO'S	205	948 3187	00105	750.00					750.00
	Juvenile Detention Fac Fund			00105	8,262.82					8,262.82
14534	BALDWIN LOCKSMITH LLC *	251	9434291	00106	170.00					170.00
98634	MCPHERSON OIL CO INC/DBA FUELM	800	2398882	00106	.74					.74
146165	BALDWIN FEED AND SEED LLC		9379166	00106	78.00					78.00
158051	4IMPRINT INC	877	4467746	00106	3,786.06					3,786.06
163889	OUTLAW, HARRIET			00106	250.00					250.00
184294	PRINT SHOP, THE	251	937 1772	00106	3,489.00					3,489.00
185594	STAPLES CONTRACT & COMMERCIAL	803	333 8496	00106	338.55					338.55
188879	DIXIE BUILDING SUPPLY - FOLEY	251	943 7070	00106	797.69					797.69
189006	COLLECTOR HISTORICAL PRINTS IN			00106	3,000.00					3,000.00
	Baldwin Co Archives Fund			00106	11,910.04					11,910.04
10432	ADT SECURITY SERVICES INC ***			00109	58.89					58.89
14006	BLOSSMAN GAS - FOLEY	251	9435759	00109	823.14					823.14
41726	ANIMAL CARE EQUIP & SERVICES (	800	338-2237	00109	375.21	15.00-				390.21
63116	ANIMAL MEDICAL CENTER			00109	12.00					12.00
66024	WESCO DISTRIBUTION - MOBILE	251	433 4567	00109	639.81					639.81
86609	CULLIGAN WATER SYSTEMS OF MOB	251	6752697	00109	68.20					68.20
87716	LOWE'S FOLEY - 057700034		9705307	00109	554.80					554.80
98634	MCPHERSON OIL CO INC/DBA FUELM	800	2398882	00109	61.75					61.75
99320	INFIRMARY OCCUPATIONAL HEALTH	334	4333781	00109	200.00					200.00
105435	CINTAS FIRST AID & SAFETY	251	4437301	00109	295.26					295.26

Supplier Number	Name		Phone Number	Co	Balance Open	Aging Current	1 - 0	Over 0	
115852	DADE PAPER & BAG CO	251	9641500	00109	772.02				772.02
136821	ABC CUTTING CONTRACTORS		6251100	00109	350.00				350.00
185594	STAPLES CONTRACT & COMMERCIA	803	333 8496	00109	449.85				449.85
187808	MISSISSIPPI MOSQUITO CONTROL L	504	366 0084	00109	14,374.00				14,374.00
187817	MWI ANIMAL HEALTH	800	762 4800/2485	00109	2,660.16				2,660.16
188103	HAPPY ACRES VETERINARY CLINIC			00109	499.50				499.50
188391	HILL'S PET NUTRITION INC			00109	426.65				426.65
188441	LAUNDRY SOUTH SYSTEMS & REPAIR	601	420 9414	00109	9,220.99				9,220.99
188882	ROBERTSDALE ANIMAL CLINIC			00109	383.00				383.00
	Animal Shelter			00109	32,225.23	15.00-			32,240.23
10044	ASSN OF COUNTY COMMISSIONERS			00111	19.49				19.49
10202	AL-TRANS SERVICE INC *	251	3040906	00111	7,025.98				7,025.98
14029	BAY MINETTE BUILDING SUPPLY	334	9372431	00111	8.33				8.33
14075	BEARD EQUIPMENT - PARTS ***		4561993	00111	656.52				656.52
25001	ELBERTA FARMERS COOPERATIVE *	251	9868103	00111	32.70				32.70
25048	EQUIPMENT SALES CO	251	9375313	00111	2,247.99				2,247.99
32010	HELENA CHEMICAL CO *			00111	167.30				167.30
32038	HURRICANE ELECTRONICS INC	334	4764000	00111	232.50				232.50
32045	HOSEA O. WEAVER & SON INC	251	3423025	00111	16,662.21				16,662.21
40589	MOBILE ASPHALT CO LLC	251	4080770	00111	125,517.32				125,517.32
41646	FEDEX			00111	19.27				19.27
48258	PRO-CHEM INC			00111	538.25				538.25
51003	RIVIERA UTILITIES			00111	1,513.94				1,513.94
51009	ROBERTSDALE AUTO PARTS INC	334	9472882	00111	658.39				658.39
51040	ROBERTSDALE POWER EQUIPMENT			00111	427.80				427.80
54076	GCR TIRE & SERVICE - MOBILE	251	4579915	00111	4,771.83				4,771.83
54236	GOVERNMENT FINANCE OFFICERS (G	334	2720071	00111	395.00				395.00
54317	AL STATE DEPT OF REVENUE			00111	2.50				2.50
57038	TRACTOR & EQUIPMENT CO - MOBIL			00111	656.02				656.02
57071	THOMPSON TRACTOR CO	334	6265100	00111	15,356.38				15,356.38
64821	DANNY'S HYDRAULICS		3349701713	00111	7,380.98				7,380.98
65201	VULCAN MATERIALS CO - PO'	251	6256681	00111	46,421.48				46,421.48
65234	UNITED REFRIGERATION			00111	379.84				379.84
66006	WRIGHTS MOTOR PARTS INC	334	9372591	00111	809.31				809.31
66295	VOLKERT INC **	251	3421070	00111	1,072.50				1,072.50
83660	ALABAMA PIPE & SUPPLY CO INC	251	6531399	00111	9,542.00				9,542.00
84216	W W GRAINGER - FOR PO'S	251	661-1035	00111	16,376.01				16,376.01
86191	WARRINER CONSTRUCTION		6091226	00111	4,079.00				4,079.00
87767	JANI KING OF MOBILE	504	4419700	00111	888.56				888.56
95628	ZEP MANUFACTURING COMPANY (PO		6482076/GREG	00111	665.24				665.24

Supplier Number	Name	Phone Number	Co	Balance Open	Aging Current	1 - 0	Over 0	
97682	COCA COLA BOTTLING CO-ROBERTSD		00111	50.00				50.00
98597	BALDWIN TRACTOR - PURCHASES	9474171	00111	18,076.95	30.72-			18,107.67
98634	MCPHERSON OIL CO INC/DBA FUELM800	2398882	00111	692.95				692.95
99320	INFIRMARY OCCUPATIONAL HEALTH334	4333781	00111	1,158.00				1,158.00
100474	AL STATE DEPT OF TRANSPORTATIO		00111	1,091.40				1,091.40
102875	CDW - GOVERNMENT, INC - PO 866	3393526	00111	89.12				89.12
105435	CINTAS FIRST AID & SAFETY 251	4437301	00111	154.96				154.96
110162	ZACK LONG DIRT PIT 251	9371441	00111	2,583.00				2,583.00
114420	RUSH TRUCK CENTER - THEODORE 251	4597300	00111	253.14				253.14
121355	AUTO ZONE - FOLEY	9431635	00111	137.98				137.98
121857	DIVERSIFIED COMPUTER SERVICES 334	2608453	00111	750.00				750.00
126261	EXPRESS OIL CHANGE -ROBERTSDAL251	9472606	00111	101.83				101.83
128080	KENWORTH OF ALABAMA (PARTS ON251	9574000P	00111	367.80				367.80
143642	JACE CHANDLER - PO'S 205	8797336	00111	495.00				495.00
149690	McGRIFF TIRE CO INC (PO'S ONL		00111	11,887.03	160.00-			12,047.03
151634	AMMONS & BLACKMON CONSTRUCTION	6260656	00111	24,436.55				24,436.55
159556	FASTENAL - SUMMERDALE	9476002	00111	536.35				536.35
167927	JONES WALKER - PO'S		00111	2,837.24				2,837.24
169455	W H THOMAS OIL CO INC 205	7552610	00111	4,263.05	162.50-			4,425.55
172718	LYLE MACHINERY CO - MOBILE	3382555	00111	341.41				341.41
173315	KINGLINE EQUIPMENT - SUMMERDAL	9899693	00111	4,600.00				4,600.00
180354	CERTIFIED LABORATORIES ** 800	527 9929	00111	3,669.50				3,669.50
181230	LOXLEY AUTO PARTS AND HARDWARE		00111	182.79				182.79
181284	SANDY SANSING FORD 251	626 7777	00111	3,572.33				3,572.33
181290	WESCO - FOLEY - PO'S 251	424 1550	00111	317.52				317.52
181424	GULF COAST BUILDING SUPPLY-ACE251	947 7800	00111	253.12				253.12
181574	O'REILLY AUTO PARTS-FIRST CALL		00111	422.57				422.57
181821	COPY PRODUCTS COMPANY		00111	1,223.99				1,223.99
182059	SUNSOUTH LLC 251	943 5091	00111	1,940.99				1,940.99
182713	ALTEC INDUSTRIES INC 270	505 1516	00111	116,618.00				116,618.00
183794	FULTON, BRANDON D 251	233-7861	00111	15.00				15.00
185002	SITEONE LANDSCAPE SUPPLY HOLDI		00111	89.80				89.80
185203	BLADE CONSTRUCTION, LLC 251	970 1050	00111	24,764.12				24,764.12
185252	AUTO ZONE - ROBERTSDALE BCC		00111	71.98				71.98
185594	STAPLES CONTRACT & COMMERCIA803	333 8496	00111	837.52	52.98-			890.50
185645	BEARD EQUIPMENT CO - TMR,RENTA		00111	1,220.15				1,220.15
186654	OSBURN ASSOCIATES INC 800	523 8917	00111	1,561.08				1,561.08
187344	CINTAS - UNIFORMS		00111	422.11				422.11
187695	CINTAS LOCATION #211 - PURCHAS 251	443 7301	00111	1,045.00				1,045.00
187849	MOTT MACDONALD CONSULTANTS 251	343 4366	00111	11,148.26				11,148.26

Supplier Number	Name	Phone Number		Co	Balance Open	Aging Current	1 - 0	Over 0		
189142	S C STAGNER CONTRACTING INC			00111	34,210.50					34,210.50
	7 Cent Gasoline Tax Fund			00111	543,014.73	406.20-				543,420.93
4896	GODWIN, JANET L	251	9377066	00120	126.00					126.00
10225	UNIV AUBURN-GOVERNMENTAL SER	334	8444782/HALEYCT R	00120	550.00					550.00
21252	DELTA COMPUTER SYSTEMS INC	228	3887688	00120	3,042.50					3,042.50
51009	ROBERTSDALE AUTO PARTS INC	334	9472882	00120	142.99					142.99
54317	AL STATE DEPT OF REVENUE			00120	1.25					1.25
64397	LONG'S HUMAN RESOURCE SERVICE			00120	3,258.32					3,258.32
93518	DOMINY, CANDICE A	251	9374301	00120	126.00					126.00
94060	CHUCK STEVENS AUTO INC			00120	738.94					738.94
96410	TAX MANAGEMENT ASSOCIATES INC	704	847-1234	00120	4,400.00					4,400.00
98634	MCPHERSON OIL CO INC/DBA FUELM	800	2398882	00120	33.61					33.61
102875	CDW - GOVERNMENT, INC - PO	866	3393526	00120	373.13					373.13
106462	MCDILL, KARON W	251	9374098	00120	126.00					126.00
116484	HARVILLE, CYNTHIA G	251	9372822	00120	126.00					126.00
142551	FERGUSON ENTERPRISES INC - DAP	251	6212147	00120	302.73					302.73
161111	BRANTLEY'S TIRES OF BAY MINETT		9371011	00120	63.45					63.45
180990	NEOPOST USA INC			00120	1,592.13					1,592.13
185594	STAPLES CONTRACT & COMMERCIAL	803	333 8496	00120	5,246.09					5,246.09
187482	JOHNNY UNDER PRESSURE LLC	850	530 8763	00120	2,880.00					2,880.00
	Reappraisal Fund			00120	23,129.14					23,129.14
143	SECTION 18 TRANSPORTATION FUND	251	9370355	00140	4,971.00					4,971.00
54037	SOUTH ALABAMA REGIONAL	334	4336541	00140	402.96					402.96
78043	VAUTRIN, IRMA			00140	11.00					11.00
98634	MCPHERSON OIL CO INC/DBA FUELM	800	2398882	00140	1.65					1.65
183951	HENDERSON, KENDEL DYETT	251	978-6934	00140	87.20					87.20
185594	STAPLES CONTRACT & COMMERCIAL	803	333 8496	00140	23.69					23.69
187266	JOHNSON, NADINE			00140	19.20					19.20
188315	SOUTHERN, JOYCE A			00140	1.60					1.60
188421	GOWAN, CONNIE E			00140	24.80					24.80
188422	STASTKA, GERALDINE L			00140	4.00					4.00
188692	CUTRO, BEVERLY G			00140	20.00					20.00
	Council on Aging Fund			00140	5,567.10					5,567.10
41646	FEDEX			00143	33.83					33.83
51009	ROBERTSDALE AUTO PARTS INC	334	9472882	00143	853.37	401.40-				1,254.77
57332	TRANSPORTATION SOUTH INC	205	663-2287	00143	1,165.69					1,165.69
79396	BEHAVIORAL HEALTH SYSTEMS INC			00143	82.00					82.00
86609	CULLIGAN WATER SYSTEMS OF MOB	251	6752697	00143	99.00					99.00
94060	CHUCK STEVENS AUTO INC			00143	198.93					198.93

Supplier Number	Name	Phone Number	Co	Balance Open	Aging Current	1 - 0	Over 0		
98634	MCPHERSON OIL CO INC/DBA FUELM800	2398882	00143	422.59					422.59
99320	INFIRMARY OCCUPATIONAL HEALTH334	4333781	00143	30.00					30.00
105435	CINTAS FIRST AID & SAFETY 251	4437301	00143	65.03	5.32-				70.35
115852	DADE PAPER & BAG CO 251	9641500	00143	230.82					230.82
117823	SOUTHERN DISTRIBUTION OF MOBIL251	4714500	00143	104.54					104.54
143271	JAZZY CLEAN JANITORIAL 251	6220127	00143	405.34					405.34
181284	SANDY SANSING FORD 251	626 7777	00143	6,398.71					6,398.71
181834	CASADAY, JAMES OWEN 251	2130070	00143	117.50					117.50
185594	STAPLES CONTRACT & COMMERCIAL803	333 8496	00143	583.17	13.10-				596.27
187695	CINTAS LOCATION #211 - PURCHAS 251	443 7301	00143	120.00					120.00
	Section 18 Fund		00143	10,910.52	419.82-				11,330.34
10108	ALMS PUMP SERVICE 334	9431249	00144	4,500.00					4,500.00
14190	BARNWELL VFD		00144	591.03					591.03
14198	BAY MINETTE VFD		00144	591.03					591.03
14199	BELFOREST VFD		00144	591.03					591.03
14513	BON SECOUR VFD		00144	591.03					591.03
19146	CROSSROADS VFD		00144	591.03					591.03
21094	DAPHNE VFD		00144	591.03					591.03
25048	EQUIPMENT SALES CO 251	9375313	00144	750.00					750.00
25112	ELBERTA VFD		00144	591.03					591.03
25113	ELSANOR VFD		00144	591.03					591.03
25114	FAIRHOPE VFD		00144	591.03					591.03
25115	FOLEY VFD		00144	591.03					591.03
25116	FORT MORGAN VFD		00144	591.03					591.03
27100	GULF SHORES VFD		00144	591.03					591.03
36099	JOSEPHINE VFD		00144	591.03					591.03
39599	LILLIAN VFD		00144	591.03					591.03
39600	LOXLEY VFD		00144	591.03					591.03
40173	MAGNOLIA SPRINGS VFD		00144	591.03					591.03
40174	MARLOW VFD		00144	591.03					591.03
43020	OYSTER BAY VFD		00144	591.03					591.03
43021	ORANGE BEACH VFD		00144	591.03					591.03
48068	PERDIDO VFD		00144	591.03					591.03
48075	PINE GROVE VFD		00144	591.03					591.03
48076	PERDIDO BEACH VFD		00144	591.03					591.03
49373	TUBBY'S TEE'S 334	928-0086	00144	204.00					204.00
51040	ROBERTSDALE POWER EQUIPMENT		00144	304.24					304.24
51078	RABUN VFD		00144	591.03					591.03
51079	ROBERTSDALE VFD		00144	591.03					591.03
54042	SWEAT TIRE - ROBERTSDALE		00144	1,189.00					1,189.00

Supplier Number	Name	Phone Number	Co	Balance Open	Aging Current	1 - 0	Over 0	
54161	STAPLETON VFD		00144	591.03				591.03
54169	SEMINOLE VFD		00144	591.03				591.03
54170	SILVERHILL VFD		00144	591.03				591.03
54171	SPANISH FORT VFD		00144	591.03				591.03
54172	STOCKTON VFD		00144	591.03				591.03
54173	STYX RIVER VFD	251 9605030	00144	591.03				591.03
54174	SUMMERDALE VFD		00144	591.03				591.03
57090	TENSAW VFD		00144	591.03				591.03
65201	VULCAN MATERIALS CO - PO'	251 6256681	00144	579.80				579.80
66024	WESCO DISTRIBUTION - MOBILE	251 433 4567	00144	85.00				85.00
66063	WHITE HOUSE FORKS VFD		00144	591.03				591.03
67336	ROSINTON VFD		00144	591.03				591.03
67862	LOTTIE VFD		00144	591.03				591.03
84216	W W GRAINGER - FOR PO'S	251 661-1035	00144	550.32				550.32
87767	JANI KING OF MOBILE	504 4419700	00144	207.96				207.96
95871	GATESWOOD VFD		00144	591.03				591.03
98597	BALDWIN TRACTOR - PURCHASES	9474171	00144	3,621.43				3,621.43
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00144	59.03				59.03
103114	BAY UTILITY TRAILERS INC	251 9436683	00144	23.00				23.00
115852	DADE PAPER & BAG CO	251 9641500	00144	800.58				800.58
136872	LOWE'S - DAPHNE	6217620	00144	203.37				203.37
180503	LITTLE RIVER FIRE DEPT INC		00144	591.03				591.03
181368	P & R LLC		00144	324.98	4.49-			329.47
183649	REPUBLIC SERVICES #986		00144	432.72				432.72
184892	WITTICHEN SUPPLY-DAPHNE	251 375 0722	00144	393.70				393.70
185594	STAPLES CONTRACT & COMMERCIA	803 333 8496	00144	305.23				305.23
	Parks Fund		00144	36,402.47	4.49-			36,406.96
182056	SISLAK, SARAH HART	251 2133709	00146	191.84				191.84
185594	STAPLES CONTRACT & COMMERCIA	803 333 8496	00146	77.49				77.49
	Eastern Shore Metro Planning O		00146	269.33				269.33
185594	STAPLES CONTRACT & COMMERCIA	803 333 8496	00180	1,140.26				1,140.26
	State Grants		00180	1,140.26				1,140.26
10448	A & M PORTABLES INC	251 6790933	00510	415.44				415.44
14075	BEARD EQUIPMENT - PARTS ***	4561993	00510	12,561.47				12,561.47
19039	COWIN EQUIPMENT CO - MOBILE	6334020	00510	7,795.20				7,795.20
19273	COMMUNICATIONS STORE		00510	16.95				16.95
21209	DUTCHMAN'S LAWN & GARDEN	251 9437043	00510	101.97				101.97
43932	EVANS MFG	251 6336008	00510	3,215.00				3,215.00
48258	PRO-CHEM INC		00510	539.49				539.49
48262	PIGGLY WIGGLY - BAY MINETTE	251 9377865	00510	319.74				319.74

Supplier Number	Name	Phone Number	Co	Balance Open	Aging Current	1 - 0	Over 0	
48298	POSTMARK INK 251	9281095	00510	637.66				637.66
51009	ROBERTSDALE AUTO PARTS INC 334	9472882	00510	1,236.83	18.00-			1,254.83
54076	GCR TIRE & SERVICE - MOBILE 251	4579915	00510	1,939.19				1,939.19
57038	TRACTOR & EQUIPMENT CO - MOBIL		00510	943.34				943.34
57071	THOMPSON TRACTOR CO 334	6265100	00510	38,109.86	504.54-			38,614.40
57327	TONY'S TOWING INC 251	9287334	00510	306.25				306.25
65201	VULCAN MATERIALS CO - PO' 251	6256681	00510	9,324.90				9,324.90
72371	GENERAL MACHINERY CO INC - MOB		00510	1,655.27				1,655.27
84216	W W GRAINGER - FOR PO'S 251	661-1035	00510	761.42				761.42
87716	LOWE'S FOLEY - 057700034	9705307	00510	420.67				420.67
95071	FLEETPRIDE - PO 251	4382489	00510	3,411.77				3,411.77
95775	GCIS SUPPLY CO/GULF COAST IND 251	9437587	00510	61.20				61.20
97199	RACINE'S FEED GARDEN & SUPPLY 251	9473003	00510	472.50				472.50
97682	COCA COLA BOTTLING CO-ROBERTSD		00510	840.00				840.00
98634	MCPHERSON OIL CO INC/DBA FUELM800	2398882	00510	360.66				360.66
99320	INFIRMARY OCCUPATIONAL HEALTH334	4333781	00510	103.00				103.00
101717	BRINK'S INCORPORATED		00510	311.90				311.90
101936	CHEMSTATION GULF COAST - PO 251	3383570	00510	842.40				842.40
102875	CDW - GOVERNMENT, INC - PO 866	3393526	00510	121.22				121.22
107511	CDG ENGINEERS & ASSOCIATES 334	2229431	00510	1,792.50				1,792.50
115852	DADE PAPER & BAG CO 251	9641500	00510	240.84				240.84
128080	KENWORTH OF ALABAMA (PARTS ON251	9574000P	00510	2,748.95				2,748.95
133866	SPECTOR MANUFACTURNG INC		00510	67,751.00				67,751.00
136354	G T MICHELLI SCALES - PO'S 251	6613656PH	00510	753.00				753.00
144784	LOXLEY CWC GENERAL FUND 251	9645044	00510	5,505.00				5,505.00
152477	J&R SYSTEM INTEGRATION LLC/SEC	2952760/JOHNGIB SON	00510	845.70				845.70
158107	KIMBALL MIDWEST - PO PO	ONLY	00510	669.78				669.78
162940	OFFICE PRIDE		00510	1,380.00				1,380.00
163862	JOYCE ENGINEERING INC 800	2291182	00510	2,800.00				2,800.00
169455	W H THOMAS OIL CO INC 205	7552610	00510	1,977.00				1,977.00
180999	PETROLEUM TRADERS CORPORATIO800	348-3705/1002	00510	3,337.07				3,337.07
181290	WESCO - FOLEY - PO'S 251	424 1550	00510	916.51				916.51
181424	GULF COAST BUILDING SUPPLY-ACE251	947 7800	00510	132.72				132.72
183656	MOBILE MACHINE AND HYDRAULICS		00510	182.58				182.58
184603	ANDREW'S DIESEL & AUTOMOTIVE R251	591 1596	00510	3,971.85				3,971.85
185594	STAPLES CONTRACT & COMMERCIAL803	333 8496	00510	823.31				823.31
185645	BEARD EQUIPMENT CO - TMR,RENTA		00510	2,323.98				2,323.98
185989	HIGHLAND TECHNICAL SERVICES IN205	985 4874	00510	1,410.50				1,410.50
186800	PIGGLY WIGGLY FOLEY #474 855	584 3744	00510	945.00				945.00

Supplier Number	Name	Phone Number	Co	Balance Open	Aging Current	1 - 0	Over 0	
186802	PIGGLY WIGGLY LOXLEY #472 855	584 3744	00510	1,128.67				1,128.67
187344	CINTAS - UNIFORMS		00510	953.06				953.06
187695	CINTAS LOCATION #211 - PURCHAS 251	443 7301	00510	200.00				200.00
187918	PACE ANALYTICAL SERVICES LLC 847	995 1764	00510	6,991.45				6,991.45
188620	DEEP SOUTH WELDING & FABRICATI 251	269 1547	00510	3,755.00				3,755.00
	Solid Waste Fund		00510	200,360.77	522.54-			200,883.31
10304	ATCO MANUFACTURING - PO	3421057	00511	311.88				311.88
14579	BALDWIN CNTY JUDGE OF PROBATE		00511	18.00				18.00
19040	CUMMINS ALABAMA INC 334	4562236	00511	2,657.90				2,657.90
21179	DAVISON OIL COMPANY INC 334	633-4444	00511	1,925.64	.05-			1,925.69
27242	GULF COAST TRUCK & EQUIPMENT G 334	4762744	00511	1,713.94				1,713.94
48258	PRO-CHEM INC		00511	314.92				314.92
48864	INGRAM EQUIPMENT LLC 800	7492783	00511	3,422.87				3,422.87
54076	GCR TIRE & SERVICE - MOBILE 251	4579915	00511	9,318.48	480.00-			9,798.48
57038	TRACTOR & EQUIPMENT CO - MOBIL		00511	856.16				856.16
57071	THOMPSON TRACTOR CO 334	6265100	00511	8,907.19				8,907.19
57327	TONY'S TOWING INC 251	9287334	00511	1,575.00				1,575.00
62623	EMPIRE TRUCK SALES INC 251	3300088PH	00511	1,148.02				1,148.02
84216	W W GRAINGER - FOR PO'S 251	661-1035	00511	732.20				732.20
86633	ETOWAH CHEMICAL SALES & SERVIC 251	4383513**	00511	357.00				357.00
95071	FLEETPRIDE - PO 251	4382489	00511	8,072.68	162.00-			8,234.68
97682	COCA COLA BOTTLING CO-ROBERTSD		00511	560.00				560.00
98634	MCPHERSON OIL CO INC/DBA FUELM 800	2398882	00511	400.98				400.98
99320	INFIRMARY OCCUPATIONAL HEALTH 334	4333781	00511	506.00				506.00
101135	MOMAR INC - PO'S 251	4223496	00511	399.05				399.05
123713	KYBO SALES LLC 276	4312563	00511	562.09				562.09
159556	FASTENAL - SUMMERDALE	9476002	00511	145.85				145.85
159767	CORE COMPUTING SOLUTIONS INC -		00511	3,803.53				3,803.53
170536	SOUTHDATA INC * 251	3437616	00511	6,613.25				6,613.25
181290	WESCO - FOLEY - PO'S 251	424 1550	00511	590.00				590.00
182097	BB&T-CREATIVE PAYMENT SOLUTION		00511	154.10				154.10
183656	MOBILE MACHINE AND HYDRAULICS		00511	1,178.36				1,178.36
184603	ANDREW'S DIESEL & AUTOMOTIVE R 251	591 1596	00511	1,030.00				1,030.00
185594	STAPLES CONTRACT & COMMERCIAL 803	333 8496	00511	220.02				220.02
185973	GULF CITY BODY & TRAILER WORKS		00511	200.70				200.70
187344	CINTAS - UNIFORMS		00511	663.44				663.44
187695	CINTAS LOCATION #211 - PURCHAS 251	443 7301	00511	2,870.00				2,870.00
189058	MINTON, R VERNON (R)		00511	16.00				16.00
189059	THE LODGE (R)		00511	1,282.55				1,282.55
189060	ALLEGRI, MARTHA (R)		00511	32.00				32.00

Supplier					Aging			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0	
189068	ATCHLEY, SOMMER (R)		00511	30.00				30.00
189069	BRADY, ANN (R)		00511	30.00				30.00
189070	BLINCO, MELANIE (R)		00511	14.00				14.00
189071	BROWN, SHARN (R)		00511	46.00				46.00
189072	BUFORD, DAVID (R)		00511	30.00				30.00
189073	CASERTA, RENAE (R)		00511	30.00				30.00
189074	COLLIER, MONICA (R)		00511	14.00				14.00
189075	CHILDRESS, AMBER (R)		00511	30.00				30.00
189076	DAVIS, SHEILA (R)		00511	30.00				30.00
189077	DAVIS, AMY (R)		00511	14.95				14.95
189078	DISTEFANO, JOSEPH (R)		00511	14.00				14.00
189079	EVANS, ALEXANDER (R)		00511	32.00				32.00
189080	FOGEL, RYAN (R)		00511	30.00				30.00
189081	GANNON, MICHAEL (R)		00511	32.00				32.00
189082	GRIFFIN, YVONNE (R)		00511	16.00				16.00
189083	GREER, MEGAN (R)		00511	30.00				30.00
189084	HALL, SHEILA L (R)		00511	30.00				30.00
189085	JOHNSON, CHERYL LYNN (R)		00511	30.00				30.00
189086	KOLB, GARY E JR & REAGAN		00511	21.00				21.00
189087	KNAPP, BEVERLY (R)		00511	32.00				32.00
189088	LAMPLUGH, DOUG (R)		00511	30.00				30.00
189089	LUECK, KIMBERLY (R)		00511	14.00				14.00
189090	MCKNIGHT, RONALD (R)		00511	30.00				30.00
189091	MASON, LEE (R)		00511	30.00				30.00
189092	MUNSEY, JAMES & DEBBIE (R)		00511	32.00				32.00
189093	NORRIS, LARRY E (R)		00511	46.00				46.00
189094	PHILLIPS, LESLIE (R)		00511	30.00				30.00
189095	QUINLIVAN, CALI C (R)		00511	16.00				16.00
189096	RYAN, LINDSEY M (R)		00511	46.00				46.00
189097	RICKET, SCOTT & DORA (R)		00511	16.00				16.00
189099	RYE, B J (R)		00511	46.00				46.00
189100	ROBINSON, WAYNE (R)		00511	30.00				30.00
189101	ROPER, ROBERT C (R)		00511	30.00				30.00
189102	STUMP, ROGER (R)		00511	14.00				14.00
189103	SANDERS, SETH & ALLISON (R)		00511	16.00				16.00
189104	STEINKE, TRAVIS (R)		00511	30.00				30.00
189105	SALAS, JOHN (R)		00511	30.00				30.00
189106	SCHMITZ, MICHAEL (R)		00511	30.00				30.00
189107	TINDOL, BRET (R)		00511	30.00				30.00
189108	TOVAR, MOLLIE (R)		00511	30.00				30.00

Supplier					Aging				
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0		
189109	TAYLOR, LEITA (R)		00511	46.00					46.00
189110	TURBEVILLE, MARTIN B (R)		00511	14.00					14.00
189111	VARES, CHRISTIAN S (R)		00511	16.00					16.00
189112	WILBURN, WILLIAM (R)		00511	46.00					46.00
189113	WRIGHT, ANGELA (R)		00511	24.35					24.35
189114	YELVERTON, MATT (R)		00511	62.00					62.00
189116	EVANS, GLADYS (R)		00511	16.00					16.00
189117	HILL, JAMES C (R)		00511	48.00					48.00
189118	ALMOND, JOANNA & DAVID (R)		00511	30.00					30.00
189119	LAMBERT, JEFFREY DALE (R)		00511	30.00					30.00
189120	ROSE, ERIN (R)		00511	30.00					30.00
189121	SALZMAN, RYAN (R)		00511	30.00					30.00
189122	CLEMMONS, ALEXIS (R)		00511	30.00					30.00
189123	HAMLIN, FRANKIE LEE (R)		00511	30.00					30.00
189124	GODWIN, LOGAN TATE (R)		00511	30.00					30.00
189125	ELLIS, DENNIS (R)		00511	30.00					30.00
189126	MALLETTE, TABATHA (R)		00511	14.00					14.00
189127	CARBAROUGH, CHRIS (R)		00511	14.00					14.00
189128	MARION, PATRICIA (R)		00511	19.00					19.00
189129	AMES, DANIEL P (R)		00511	16.00					16.00
189130	CHEATHAM, DENISE (R)		00511	46.00					46.00
189131	JOINER, DERRICK S (R)		00511	32.00					32.00
189132	BURLESON, AMY & LEE (R)		00511	29.00					29.00
189133	GREEN, SHAREN (R)		00511	30.00					30.00
189134	BARKSDALE, HEATHER (R)		00511	30.00					30.00
189135	VAUGHN, WILLAM & DEBRA (R)		00511	14.00					14.00
189136	BROCKMAN, CONSTANCE J (R)		00511	16.00					16.00
189137	HATHCOCK, RAINA B (R)		00511	21.00					21.00
189138	GRAY, AMY L (R)		00511	16.00					16.00
189150	WATTS, MICHELLE M (R)		00511	6.00					6.00
189151	MANNING, DEBBIE (R)		00511	32.00					32.00
189152	MILLER, COREY (R)		00511	30.00					30.00
189153	SMITH, RICHARD (R)		00511	30.00					30.00
189154	FLOOD, KRISTEL & PAUL (R)		00511	30.00					30.00
189155	FOWLER, MACEY (R)		00511	46.00					46.00
189156	TRAWICK, DAVID (R)		00511	62.00					62.00
189157	MARSHALL, ALICE (R)		00511	30.00					30.00
189158	BILLETT, WILLIAM (R)		00511	30.00					30.00
189159	PHILLIPS, RODNEY (R)		00511	14.00					14.00
189160	DENTON, ANGELA M & THOMAS (R)		00511	21.00					21.00

Supplier Number	Name		Phone Number	Co	Balance Open	Aging Current	1 - 0	Over 0	
189161	COKER, HENRY B & ANN T (R)			00511	16.00				16.00
189162	BLOUNT, SAMANTHA (R)			00511	46.00				46.00
189163	GILLILAND, STEVE (R)			00511	46.00				46.00
189164	WEAVER, ALLAN D (R)			00511	110.00				110.00
189165	CHASTANG, DWAYNE (R)			00511	174.00				174.00
	Solid Waste Collection Fund			00511	65,204.10	642.05-			65,846.15
10045	ALABAMA AUTO - DAPHNE	251	6260002	00708	192.50				192.50
14011	BUILDERS HARDWARE & SUPPLY CO	251	9372361PH	00708	246.49				246.49
86609	CULLIGAN WATER SYSTEMS OF MOB	251	6752697	00708	119.50				119.50
94060	CHUCK STEVENS AUTO INC			00708	158.76				158.76
98634	MCPHERSON OIL CO INC/DBA FUELM	800	2398882	00708	19.59				19.59
115852	DADE PAPER & BAG CO	251	9641500	00708	39.16				39.16
166975	TSA INC	205	7339111	00708	1,154.32				1,154.32
175994	RAPID DETECT INC	888	4040020	00708	811.88				811.88
181136	B I INCORPORATED			00708	13,170.05	1,670.40-			14,840.45
181574	O'REILLY AUTO PARTS-FIRST CALL			00708	174.79				174.79
185252	AUTO ZONE - ROBERTSDALE BCC			00708	215.98				215.98
185396	MAC'S AUTOGLASS LLC	251	228 2744	00708	245.00				245.00
185594	STAPLES CONTRACT & COMMERCIA	803	333 8496	00708	1,808.09	200.00-			2,008.09
	Community Corrections			00708	18,356.11	1,870.40-			20,226.51
39466	KENTWOOD SPRINGS WATER		18002357873	00740	42.18				42.18
54037	SOUTH ALABAMA REGIONAL	334	4336541	00740	105.30				105.30
66029	WEST GROUP PAYMENT CENTER**	612	6877000	00740	987.64				987.64
66391	XEROX CORP			00740	111.07				111.07
97527	BISHOP, JODY JUDGE			00740	1,643.06				1,643.06
116169	GANEY, BRENDA Q			00740	3,333.34				3,333.34
153699	AMERICAN INSTITUTE FOR JUSTICE	866	9958343	00740	1,300.00				1,300.00
180834	COX, DEANNA VICICH			00740	2,325.00				2,325.00
181809	RUFFIN, LORI G			00740	247.50				247.50
183252	AL JUDICIAL COLLEGE EDUCATION			00740	640.00				640.00
185506	SMITH, CHARLOTTE K			00740	426.25				426.25
	Law Library Fund			00740	11,161.34				11,161.34
43012	OFFICE OF PROSECUTION SERVICES			00760	434.15				434.15
	District Attorney Fund			00760	434.15				434.15
133604	PETTY CASH - KELLY CHILDRESS			00780	77.78				77.78
	Donation Trust Fund			00780	77.78				77.78
	Grand Total(s)			00780	1,842,695.52	254,482.68			1,588,212.84

Ty	Document: Payment Voucher	Co.	Item	Date Payment Voucher	Co. G/L Class	Name / Invoice Number / Account Description	Address Number / Remark / Account Number	Payment Amount / Discount Taken	G/L Distribution	LT	PC	PI	Subledger / Type	Tax Amount
G/L Bank Account	00018481					Cash	Batch Number 2839757	Type M	Date 8/1/2018	User ID		SGRANT		
PN	9204307			8/7/2018	00001	BALDWIN CNTY BOARD OF EDUCATIO	14116	8,076,671.39-			D			
PV	466757	00001	001	8/1/2018		8012018	SALES/USE TAX							
						Cash	00018481		8,076,671.39-	AA				
PN	9204307			8/7/2018	00001	BALDWIN CNTY BOARD OF EDUCATIO	14116	1,200,584.89-			D			
PV	466757	00001	002	8/1/2018		8012018	SALES/USE TAX							
						Cash	00018481		1,200,584.89-	AA				
PN	9204307			8/7/2018	00001	BALDWIN CNTY BOARD OF EDUCATIO	14116	239,102.71-			D			
PV	466758	00001	001	8/1/2018		6302018	CASUAL SALES TAX; JUNE 2018							
						Cash	00018481		239,102.71-	AA				
PN	9204307			8/7/2018	00144	BALDWIN CNTY BOARD OF EDUCATIO	14116	174,934.69-			D			
PV	466759	00144	001	8/1/2018		7312018	US FISH & WILDLIFE REVENUE							
						Cash	00018481		174,934.69-	AA				
							Totals for Bank Account	9,691,293.68-	9,691,293.68-					
							Totals for Batch	9,691,293.68-	9,691,293.68-					
							User Total	9,691,293.68-	9,691,293.68-					
							Grand Total	9,691,293.68-	9,691,293.68-					

Baldwin County Commission

Agenda Action Form

File #: 18-0650, **Version:** 1 **Item #:** EA2

Meeting Type: BCC Regular Meeting
Meeting Date: 8/7/2018
Item Status: New
From: Kimberly Creech, Clerk/Treasurer
Eva Cutsinger, Senior Accountant
Submitted by: Sharon Grant, Accounts Payable Supervisor

ITEM TITLE

Notification of Interim Payments Approved by Clerk/Treasurer as Allowed Under Policy 8.1

STAFF RECOMMENDATION

Make the attached interim payments made by the Clerk/Treasurer totaling $2,482,315.50 (two million, four hundred eighty-two thousand, three hundred fifteen dollars and fifty 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 7, 2018

	Vendor Summary	Totals	Brief Description
1	AL CHILD SUPPORT PAYMENT CTR	2,815.27	Payroll
2	AL STATE DEPT OF ENVIRONMENTAL MNGMT	5,400.00	Permits; McBride/Eastfork
3	AL STATE DEPT OF FINANCE-CRAFT TRAINING	1,120.14	CICT Fees; June 2018
4	AL STATE DEPT OF REVENUE	75,432.72	Payroll & Qrtly Disposal Fees
5	ALABAMA INCOME TAX DIVISION	111,370.47	Payroll
6	ALABAMA WIDESPREAD HOLDINGS LLC	4,791.01	Land Redemption
7	AT&T	4,462.89	Telephone
8	AT&T	697.63	Telephone
9	AT&T MOBILITY	15,580.88	Telephone
10	AUSTILL, JERE III	10,929.76	Land Redemption
11	BALDWIN CNTY COMMISSION-BOOTS	410.00	Payroll
12	BALDWIN CNTY COMMISSION-DENTAL	10,539.00	Payroll
13	BALDWIN CNTY COMMISSION-HEALTH	60,852.69	Payroll
14	BALDWIN CNTY SEWER SERVICE LLC	1,507.29	Utilities
15	BALDWIN CNTY SHERIFF'S OFFICE	607,983.20	Payroll
16	BALDWIN EMC	11,034.37	Utilities
17	BAY MINETTE POSTMASTER	822.00	PO Box Rentals
18	BLUE CROSS & BLUE SHIELD OF AL	346,116.03	Payroll
19	BROWN, KEITH W	1,944.05	Solid Waste Refund
20	CANOPY INVESTMENT COMPANY LLC	2,301.15	Land Redemption
21	CENTURYLINK	3,032.02	Telephone
22	CENTURYLINK(GULF TELEPHONE CO	1,877.72	Telephone
23	DALLAS CNTY CIRCUIT CLERK	314.11	Payroll
24	DANIEL O'BRIEN	2,345.39	Payroll
25	DEPT OF CHILDREN & FAMILY SVC	308.20	Payroll
26	ELMORE, BENJAMIN	22,297.15	Land Redemption
27	EQUITY TRUST CO CUSTODIAN FBO R. HAYNES	15,413.42	Land Redemption
28	FAIRHOPE, CITY OF	7,952.21	Utilities
29	FLEXIBLE BENEFITS	9,479.39	Payroll
30	FNA DZ, LLC FBO WSFS	140,997.66	Land Redemption
31	FOLEY, CITY OF	57.72	Utilities
32	FRONTIER COMMUNICATIONS	62.62	Telephone
33	GUARDIAN TAX AL LLC	12,495.51	Land Redemption
34	HANCOCK BANK	7,903.52	Credit Card Service
35	HARBOR COMMUNICATIONS LLC	3,557.87	Telephone
36	HURST, BARRY L	980.00	Election Worker
37	IRS-TAX PAYMENT	438,623.49	Payroll
38	JACKSON, HAROLD & GAIL T	280.50	Solid Waste Refund
39	JODY W CAMPBELL, CIRCUIT CLK	689.89	Payroll
40	JUDICIAL RETIREMENT FUND	916.28	Payroll
41	LEFTWICH, JOSHUA	771.00	Land Redemption
42	LILES, SARA ELIZABETH	43,000.00	Land Redemption
43	MCMILLAN VIRGIL B	5,000.00	Election Worker
44	MERCURY FUNDING, LLC	229,725.31	Land Redemption
45	NATIONWIDE RETIREMENT SOLUTIONS	19,493.02	Payroll
46	NEBRASKA ALLIANCE REALTY CO	45,905.06	Land Redemption
47	NORTH BALDWIN UTILITIES	24,364.36	Utilities
48	PAYNE, JOHN	1,253.63	Land Redemption
49	PRESCOTT, JOHN H	3,009.38	Land Redemption
50	RELIABLE PROPERTIES LLC	645.45	Land Redemption
51	RIVIERA UTILITIES	12,740.92	Utilities
52	ROCKY TOP PROPERTIES, LLC	8,232.56	Land Redemption
53	RYNO CONSULTING LLC	629.60	Monthly Pay Flow Fees
54	SMITH, RHONDA BENTON	1,125.00	Election Worker
55	ST OF FLORIDA DISBURSEMENT UNIT	116.31	Payroll

56	STIVERS FORD LINCOLN MERCURY INC	24,834.00	Vehicle; Reappraisal
57	STOVALL, GABRIEL K	8,160.76	Land Redemption
58	SYMBOL HEALTH SOLUTIONS LLC	48,222.79	Payroll
59	TENNESSEE CHILD SUPPORT	138.00	Payroll
60	THORNTON, TANYA	80.81	Land Redemption
61	UNITED STATES TREASURY	3,006.62	Payroll
62	US BANK CUST TOWER DB VIII TRUST 2018-1	42,932.34	Land Redemption
63	VERIZON WIRELESS	8,787.84	Telephone
64	YOUNTS, KATHERINE	4,445.52	Land Redemption
	Grand Total	**2,482,315.50**	

Baldwin County Commission

Agenda Action Form

File #: 18-0701, **Version:** 2 **Item #:** GA1

Meeting Type: BCC Regular Meeting
Meeting Date: 8/7/2018
Item Status: Replacement
From: Ronald J. Cink, County Administrator
Submitted by: Anu Gary, Admin/Records Mgr

ITEM TITLE
City of Daphne - Appropriation Agreement for Corte Road Right-of-Way Acquisition (Baldwin County Fiscal Year 2017-2018 County Budget)

STAFF RECOMMENDATION
As related to, and as authorized by, the Baldwin County Fiscal Year 2017-2018 Budget (Resolution #2017-129; Resolution #2017-130), execute an Agreement with the City of Daphne, Alabama, to assist the City of Daphne with the Corte Road and Austin Road Improvements, said appropriation in the amount of $200,000.00.

The term of the Agreement shall commence August 7, 2018, and expire September 30, 2018, and may be terminated per the parameters as set forth therein, respectively.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Reason for Replacement Item: Staff recommendation and proposed agreement were revised by County Attorney and additional background information regarding Commission action was added to the agenda item.

Corte Road is a 1.04-mile-long County maintained dirt road located between County Road 13 and State Route 181. Corte Road is the last remaining dirt road west of State Route 181.

The City of Daphne has determined that an additional east-west arterial connecting County Road 13 and State Highway 181 is needed in the Daphne area and has requested the County's assistance. The matter has been discussed during several work sessions since November 2016.

In a letter dated March 15, 2017 (attached) the City requested the County to assist with road bed preparation on Corte Road, Right-of-way (ROW) acquisition on both Corte Road and Austin Road, and financial participation in the amount of $200,000.00.

During the April 18, 2017, regular meeting, the Commission approved the following:

"MOTION BY COMMISSIONER J. TUCKER DORSEY, SECONDED BY COMMISSIONER CHARLES F. GRUBER, TO APPROVE FOR THE BALDWIN COUNTY COMMISSION TO PROVIDE GRADING AND COMPACTING ASSISTANCE
IN THE PREPARATION OF THE CORTE ROAD ROADBED PRIOR TO PAVING, SUBJECT TO COST ESTIMATES PROVIDED BY THE CITY OF DAPHNE AND APPROVED BY THE COUNTY COMMISSION. THE COUNTY AGREES TO PROVIDE LABOR AND EQUIPMENT ONLY FOR COMPACTING AND GRADING. THE CITY OF DAPHNE WILL PROVIDE ALL DESIGN WORK AND MATERIALS AND SHALL BE RESPONSIBLE FOR ANY OTHER COSTS OR EXPENSES. **MOTION PASSED**."

"MOTION BY COMMISSIONER J. TUCKER DORSEY, SECONDED BY COMMISSIONER FRANK BURT, JR., TO APPROVE FOR THE BALDWIN COUNTY COMMISSION TO ASSIST IN R.O.W. ACQUISITION FOR THE CITY OF DAPHNE ASSOCIATED WITH THE INITIAL TWO PHASES OF THE PROJECT BY PROVIDING PERSONNEL TO ASSIST IN THE PROCUREMENT OF THE NEEDED R.O.W. THE CITY WILL REIMBURSE THE COUNTY FOR ALL COSTS ASSOCIATED WITH THE COUNTY MANAGED R.O.W. PROJECT, BUT THE COUNTY WILL AGREE TO DONATE THE BALDWIN COUNTY EMPLOYEE PERSONNEL TIME AND SERVICES AS "IN KIND" SERVICES. THE CITY WILL PROVIDE ALL REQUIRED R.O.W. SURVEY SUPPORT. **MOTION PASSED**."

"MOTION BY COMMISSIONER J. TUCKER DORSEY, SECONDED BY COMMISSIONER CHARLES F. GRUBER, TO ACHIEVE THE TRANSFER OF THE MAINTENANCE OBLIGATIONS OF CORTE ROAD AND THE REFERENCED PORTIONS OF AUSTIN ROAD, IF DEEMED NECESSARY BY THE COUNTY, APPROVE FOR THE BALDWIN COUNTY COMMISSION TO DEED TO THE CITY VIA QUITCLAIM DEED ANY COUNTY HELD R.O.W. WITHIN THE IDENTIFIED ROAD SEGMENTS. FURTHER, THE COUNTY WILL AGREE TO THE CITY'S ANNEXATION OF THE R.O.W. WITH THE UNDERSTANDING THAT THE CITY WOULD BE RESPONSIBLE FOR MAINTENANCE AFTER ANNEXATION. **MOTION PASSED**."

"MOTION BY COMMISSIONER CHARLES F. GRUBER, SECONDED BY COMMISSIONER J. TUCKER DORSEY, TO DENY THE REQUEST TO APPROVE FOR THE BALDWIN COUNTY COMMISSION'S FINANCIAL PARTICIPATION IN THE AMOUNT OF TWO HUNDRED THOUSAND DOLLARS ($200,000.00). TOTAL PROJECT COST FOR PHASE I IS ESTIMATED TO BE $413,160.00 AND $488,950.00 FOR PHASE II. **MOTION PASSED**."

During the June 6, 2017, regular meeting, the Commission approved the following:

"MOTION BY COMMISSIONER J. TUCKER DORSEY, SECONDED BY COMMISSIONER CHARLES F. GRUBER, TO APPROVE AN INTERGOVERNMENTAL SERVICE

AGREEMENT BETWEEN THE BALDWIN COUNTY COMMISSION AND THE CITY OF DAPHNE FOR ROAD BED PREPARATION AND RIGHT-OF-WAY ACQUISITION ON PHASE I AND RIGHT-OF-WAY ACQUISITION ON PHASE II OF THE CORTE ROAD AND AUSTIN ROAD IMPROVEMENT PROJECT. (THE TERM OF THIS AGREEMENT SHALL BE FOR THIRTY-SIX (36) MONTHS FROM ITS EFFECTIVE DATE UPON THE DATE OF FULL EXECUTION OF BOTH PARTIES AND MAY BE TERMINATED AS SET FORTH THEREIN.) **MOTION PASSED."**

During the FY2018 Budget Deliberations, the Commission further discussed the City of Daphne's request for assistance in the amount of $200,000.00.

During the September 19, 2017, regular meeting, the Commission adopted its FY2018 Budget as follows which contained the appropriation of $200,000.00 to the City of Daphne for the Corte Road and Austin Road Improvements:

MOTION BY COMMISSIONER CHARLES F. GRUBER, SECONDED BY COMMISSIONER J. TUCKER DORSEY, AS IT RELATES TO THE BALDWIN COUNTY FISCAL YEAR 2017-2018 BUDGET, ADOPT RESOLUTION #2017-129, WHICH, PURSUANT TO AMENDMENT NO. 750 AND AMENDMENT NO. 772 TO THE CONSTITUTION OF ALABAMA 1901, AND RELATED TO THE PROMOTION OF LOCAL ECONOMIC AND INDUSTRIAL DEVELOPMENT, PROVIDES FOR RESPECTIVE DETERMINATIONS BY THE BALDWIN COUNTY COMMISSION THAT A VARIETY OF EXPENDITURES OF PUBLIC FUNDS, AS RELATES TO A MYRIAD OF APPROPRIATIONS AUTHORIZED BY THE BALDWIN COUNTY FISCAL YEAR 2017-2018 BUDGET, WILL RESPECTIVELY, SERVE VALID AND SUFFICIENT PUBLIC PURPOSES. **MOTION PASSED.**

MOTION BY COMMISSIONER CHARLES F. GRUBER, SECONDED BY COMMISSIONER J. TUCKER DORSEY, TO ADOPT RESOLUTION #2017-130 OF THE BALDWIN COUNTY COMMISSION WHICH ADOPTS THE BALDWIN COUNTY FISCAL YEAR 2017-2018 BUDGET. **MOTION PASSED.**

FINANCIAL IMPACT

Total cost of recommendation: $200,000.00

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

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

LEGAL IMPACT

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

Reviewed/approved by: County Attorney has 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: N/A

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

Honorable Dane Haygood
Mayor
City of Daphne
P. O. Box 400
Daphne, Alabama 36526

Cc: Ron Cink
Christie Davis
Joey Nunnally
Frank Lundy
Lisa Sangster

Additional instructions/notes: N/A

ORIGINAL

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement ("Agreement") is entered into by and between the Baldwin County Commission, Baldwin County, Alabama (hereinafter "County") and the City of Daphne, Alabama (hereinafter "City"), as follows:

RECITALS

Whereas, County is the duly formed governing body in and for Baldwin County, Alabama, and City is an incorporated municipality of the State of Alabama; and

Whereas, County and City are authorized under Alabama law to control, manage, supervise, regulate, repair, maintain and improve (hereinafter collectively "control") certain public roads inside their respective jurisdictions; and

Whereas, with the consent of the City Council of a municipality, the County may establish, construct, and maintain any road or street within the corporate limits of such municipality; and

Whereas, County and City acknowledge and agree that Corte Road, as identified and depicted on *Exhibit A* hereto, is situated inside the present incorporated municipal limits of Daphne, and is a road over which Daphne is responsible for and over which Daphne exercises control; and

Whereas, the City has requested that the County assist the City in its efforts to acquire right of way on Corte Road, a 1.04 mile long road located between County Road 13 and State Route 181.

Whereas, the County has in FY 2018 budgeted $200,000.00 to assist the City in the Corte Road Right-of-Way Acquisition; and

Whereas, County and City now wish to apply the $200,000.00 to costs incurred by the County in Corte Road Right-of-Way Acquisition, which costs are to be reimbursed by the City per agreement of the parties.

Now, therefore, in consideration of the premises and the mutual covenants contained herein, the sufficiency of which being hereby acknowledged, County and City do hereby agree as follows:

1. **Purpose:** The parties acknowledge and agree that the purpose of this Agreement is to provide financial assistance by the County to the City for Corte Road Right-of-Way Acquisition.

2. **Approval and Effective Date:** This Agreement shall become effective upon the date of full execution by both parties ("Effective Date").

3. **Term:** The term of this Agreement shall be for two (2) months from its Effective Date. This document may be amended only upon written approval by the Parties hereto, and any such amendment shall be approved by the same method by which this original Agreement has been approved by the Parties.

4. **Termination and Notice:** Notwithstanding the foregoing, either party may terminate this Agreement, with or without cause, upon written notice to the other party. A party's said

notice shall be deemed effective, and the Agreement deemed terminated, thirty (30) days after the date such notice is mailed by certified mail to the other party. In the event of termination by either party, the City shall be responsible for all costs incurred by the County through the date of receipt of the requisite termination notice. All notices provided for herein shall be sent as follows:

To City:	City of Daphne P. O. Box 400 Daphne, Alabama 36526
To County:	Baldwin County Commission 312 Courthouse Square, Suite 12 Bay Minette, Alabama 36507

5. **Entire Agreement:** This Agreement represents the entire and integrated agreement between County and City and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the parties.

6. **Both Parties Contributed Equally to the Agreement:** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both County and City have contributed substantially and materially to the preparation of this Agreement.

7. **Failure to Strictly Enforce Performance:** The failure of either party to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Agreement shall not constitute a default or be construed as a waiver or relinquishment of the right of a party to thereafter enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

8. **Assignment:** Neither this Agreement nor any interest herein shall be assigned, transferred or otherwise encumbered without a prior written agreement providing for such assignment, transfer or other encumbrance signed by the parties.

9. **Choice of Law:** The parties acknowledge and agree that this Agreement shall in all respects be governed by the laws of the state of Alabama, including, without limitation, all issues relating to capacity, formation, interpretation and available remedies, without regard to Alabama conflict of law principles.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of full execution below.

COUNTY:
BALDWIN COUNTY, ALABAMA

_____ /
FRANK BURT, JR. / DATE
CHAIRMAN

ATTEST:

_____/_____
RONALD J. CINK / DATE
COUNTY ADMINISTRATOR

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I,_____, a Notary Public in and for said County, in said State, hereby certify that FRANK BURT, JR., and RONALD J. CINK, whose names as Chairman and County Administrator of the Baldwin County Commission, respectively, are signed to the foregoing instrument and who are known to me, acknowledged before me on this date that, being informed of the contents of said instrument, they executed the same voluntarily with full authority to do so for and as an act of the Baldwin County Commission.

Given under my hand and official seal this the _____ day of _____, 2018.

_____
Notary Public
My Commission Expires:_____

CITY:
CITY OF DAPHNE, ALABAMA

_____/_____
DANE HAYGOOD, MAYOR /DATE

ATTEST:

_____/_____
CANDACE ANTINARELLA, CITY CLERK /DATE

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, _____, a Notary Public, in and for said County in said State, hereby certify that DANE HAYGOOD, and CANDACE ANTINARELLA, whose names as Mayor and City Clerk of CITY OF DAPHNE, ALABAMA, respectively, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of this instrument, they executed the same voluntarily with full authority to do so for and as an act of the City of Daphne, Alabama.

Given under my hand and official seal this the _____ day of _____, 2018.

_____
Notary Public
My Commission Expires:_____

REVISED

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement ("Agreement") is entered into by and between the Baldwin County Commission, Baldwin County, Alabama (hereinafter "County") and the City of Daphne, Alabama (hereinafter "City"), as follows:

RECITALS

Whereas, County is the duly formed governing body in and for Baldwin County, Alabama, and City is an incorporated municipality of the State of Alabama; and

Whereas, County and City are authorized under Alabama law to control, manage, supervise, regulate, repair, maintain and improve (hereinafter collectively "control") certain public roads inside their respective jurisdictions; and

Whereas, with the consent of the City Council of a municipality, the County may establish, construct, and maintain any road or street within the corporate limits of such municipality; and

Whereas, County and City acknowledge and agree that Corte Road, as identified and depicted on *Exhibit A* hereto, is situated inside the present incorporated municipal limits of Daphne, and is a road over which Daphne is responsible for and over which Daphne exercises control; and

Whereas, the City has requested that the County assist the City in its efforts to acquire right of way on Corte Road, a 1.04 mile long road located between County Road 13 and State Route 181.

Whereas, the County has in FY 2018 budgeted $200,000.00 to assist the City in the Corte Road Right-of-Way Acquisition; and

Whereas, County and City now wish to apply the $200,000.00 to costs incurred by the County in Corte Road Right-of-Way Acquisition, which costs are to be reimbursed by the City per agreement of the parties.

Now, therefore, in consideration of the premises and the mutual covenants contained herein, the sufficiency of which being hereby acknowledged, County and City do hereby agree as follows:

1. **Purpose:** The parties acknowledge and agree that the purpose of this Agreement is to provide financial assistance by the County to the City for Corte Road Right-of-Way Acquisition. The recitals set forth above are incorporated herein and are expressly made a part of this agreement.

2. **Approval and Effective Date:** This Agreement shall become effective upon the date of full execution by both parties ("Effective Date").

3. **Term:** The term of this Agreement shall be for two (2) months from its Effective Date. This document may be amended only upon written approval by the Parties hereto, and any such amendment shall be approved by the same method by which this original Agreement has been approved by the Parties.

4. **Termination and Notice:** Notwithstanding the foregoing, either party may terminate this Agreement, with or without cause, upon written notice to the other party. A party's said notice shall be deemed effective, and the Agreement deemed terminated, thirty (30) days after the date such notice is mailed by certified mail to the other party. In the event of termination by either party, the City shall be responsible for all costs incurred by the County through the date of receipt of the requisite termination notice. All notices provided for herein shall be sent as follows:

To City:	City of Daphne P. O. Box 400 Daphne, Alabama 36526
To County:	Baldwin County Commission 312 Courthouse Square, Suite 12 Bay Minette, Alabama 36507

5. **Entire Agreement:** This Agreement represents the entire and integrated agreement between County and City and supersedes all prior negotiations, representations or agreements, either written or oral, related to the County's contribution of $200,000.00 for this project. This Agreement may be amended only by written instrument signed by the parties.

6. **Both Parties Contributed Equally to the Agreement:** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both County and City have contributed substantially and materially to the preparation of this Agreement.

7. **Failure to Strictly Enforce Performance:** The failure of either party to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Agreement shall not constitute a default or be construed as a waiver or relinquishment of the right of a party to thereafter enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

8. **Assignment:** Neither this Agreement nor any interest herein shall be assigned, transferred or otherwise encumbered without a prior written agreement providing for such assignment, transfer or other encumbrance signed by the parties.

9. **Choice of Law:** The parties acknowledge and agree that this Agreement shall in all respects be governed by the laws of the State of Alabama, including, without limitation, all issues relating to capacity, formation, interpretation and available remedies, without regard to Alabama conflict of law principles.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of full execution below.

COUNTY:
BALDWIN COUNTY, ALABAMA

_____ /
FRANK BURT, JR. / DATE
CHAIRMAN

ATTEST:

_____/_____
RONALD J. CINK / DATE
COUNTY ADMINISTRATOR

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I,_____, a Notary Public in and for said County, in said State, hereby certify that FRANK BURT, JR., and RONALD J. CINK, whose names as Chairman and County Administrator of the Baldwin County Commission, respectively, are signed to the foregoing instrument and who are known to me, acknowledged before me on this date that, being informed of the contents of said instrument, they executed the same voluntarily with full authority to do so for and as an act of the Baldwin County Commission.

Given under my hand and official seal this the _____ day of _____, 2018.

_____
Notary Public
My Commission Expires:_____

CITY:
CITY OF DAPHNE, ALABAMA

_____/_____
DANE HAYGOOD, MAYOR /DATE

ATTEST:

_____/_____
CANDACE ANTINARELLA, CITY CLERK /DATE

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, _____, a Notary Public, in and for said County in said State, hereby certify that DANE HAYGOOD, and CANDACE ANTINARELLA, whose names as Mayor and City Clerk of CITY OF DAPHNE, ALABAMA, respectively, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of this instrument, they executed the same voluntarily with full authority to do so for and as an act of the City of Daphne, Alabama.

Given under my hand and official seal this the _____ day of _____, 2018.

_____
Notary Public
My Commission Expires:_____

Baldwin County Commission

Agenda Action Form

File #: 18-0701, **Version:** 1 **Item #:** GA1

Meeting Type: BCC Regular Meeting
Meeting Date: 8/7/2018
Item Status: New
From: Ronald J. Cink, County Administrator
Submitted by: Anu Gary, Admin/Records Mgr

ITEM TITLE
City of Daphne - Appropriation Agreement for Corte Road Right-of-Way Acquisition (Baldwin County Fiscal Year 2017-2018 County Budget)

STAFF RECOMMENDATION
As related to, and as authorized by, the Baldwin County Fiscal Year 2017-2018 Budget (Resolution #2017-129; Resolution #2017-130), execute an Agreement with the below indicated entity to appropriate county public funds for activities benefiting a myriad of public purposes as set forth within the Agreement, respectively, said entity as follows:

City of Daphne, Alabama

for the Baldwin County Commission's financial participation to assist the City of Daphne with the Corte Road and Austin Road Improvements, said appropriation in the amount of $200,000.00.

The term of the Agreement shall commence August 7, 2018, and expire September 30, 2018, and may be terminated per the parameters as set forth therein, respectively.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Corte Road is a 1.04-mile-long County maintained dirt road located between County Road 13 and State Route 181. Corte Road is the last remaining dirt road west of State Route 181.

The City of Daphne has determined that an additional east-west arterial connecting County Road 13 and State Highway 181 is needed in the Daphne area and has requested the County's assistance. The matter has been discussed during several work sessions since November 2016.

In a letter dated March 15, 2017 (attached) the City requested the County to assist with road bed

preparation on Corte Road, Right-of-way (ROW) acquisition on both Corte Road and Austin Road, and financial participation in the amount of $200,000.00.

During the April 18, 2017, regular meeting, the Commission approved the following:

"MOTION BY COMMISSIONER J. TUCKER DORSEY, SECONDED BY COMMISSIONER CHARLES F. GRUBER, TO APPROVE FOR THE BALDWIN COUNTY COMMISSION TO PROVIDE GRADING AND COMPACTING ASSISTANCE IN THE PREPARATION OF THE CORTE ROAD ROADBED PRIOR TO PAVING, SUBJECT TO COST ESTIMATES PROVIDED BY THE CITY OF DAPHNE AND APPROVED BY THE COUNTY COMMISSION. THE COUNTY AGREES TO PROVIDE LABOR AND EQUIPMENT ONLY FOR COMPACTING AND GRADING. THE CITY OF DAPHNE WILL PROVIDE ALL DESIGN WORK AND MATERIALS AND SHALL BE RESPONSIBLE FOR ANY OTHER COSTS OR EXPENSES. **MOTION PASSED**."

"MOTION BY COMMISSIONER J. TUCKER DORSEY, SECONDED BY COMMISSIONER FRANK BURT, JR., TO APPROVE FOR THE BALDWIN COUNTY COMMISSION TO ASSIST IN R.O.W. ACQUISITION FOR THE CITY OF DAPHNE ASSOCIATED WITH THE INITIAL TWO PHASES OF THE PROJECT BY PROVIDING PERSONNEL TO ASSIST IN THE PROCUREMENT OF THE NEEDED R.O.W. THE CITY WILL REIMBURSE THE COUNTY FOR ALL COSTS ASSOCIATED WITH THE COUNTY MANAGED R.O.W. PROJECT, BUT THE COUNTY WILL AGREE TO DONATE THE BALDWIN COUNTY EMPLOYEE PERSONNEL TIME AND SERVICES AS "IN KIND" SERVICES. THE CITY WILL PROVIDE ALL REQUIRED R.O.W. SURVEY SUPPORT. **MOTION PASSED**."

"MOTION BY COMMISSIONER J. TUCKER DORSEY, SECONDED BY COMMISSIONER CHARLES F. GRUBER, TO ACHIEVE THE TRANSFER OF THE MAINTENANCE OBLIGATIONS OF CORTE ROAD AND THE REFERENCED PORTIONS OF AUSTIN ROAD, IF DEEMED NECESSARY BY THE COUNTY, APPROVE FOR THE BALDWIN COUNTY COMMISSION TO DEED TO THE CITY VIA QUITCLAIM DEED ANY COUNTY HELD R.O.W. WITHIN THE IDENTIFIED ROAD SEGMENTS. FURTHER, THE COUNTY WILL AGREE TO THE CITY'S ANNEXATION OF THE R.O.W. WITH THE UNDERSTANDING THAT THE CITY WOULD BE RESPONSIBLE FOR MAINTENANCE AFTER ANNEXATION. **MOTION PASSED**."

"MOTION BY COMMISSIONER CHARLES F. GRUBER, SECONDED BY COMMISSIONER J. TUCKER DORSEY, TO DENY THE REQUEST TO APPROVE FOR THE BALDWIN COUNTY COMMISSION'S FINANCIAL PARTICIPATION IN THE AMOUNT OF TWO HUNDRED THOUSAND DOLLARS ($200,000.00). TOTAL PROJECT COST FOR PHASE I IS ESTIMATED TO BE $413,160.00 AND $488,950.00 FOR PHASE II. **MOTION PASSED**."

During the June 6, 2017, regular meeting, the Commission approved the following:

"MOTION BY COMMISSIONER J. TUCKER DORSEY, SECONDED BY COMMISSIONER CHARLES F. GRUBER, TO APPROVE AN INTERGOVERNMENTAL SERVICE AGREEMENT BETWEEN THE BALDWIN COUNTY COMMISSION AND 26 THE CITY OF DAPHNE FOR ROAD BED PREPARATION AND RIGHT-OF-WAY ACQUISITION ON PHASE I AND RIGHT-OF-WAY ACQUISITION ON PHASE II OF THE CORTE ROAD AND AUSTIN ROAD IMPROVEMENT PROJECT. (THE TERM OF THIS AGREEMENT SHALL BE FOR THIRTY-SIX (36) MONTHS FROM ITS EFFECTIVE DATE UPON THE DATE OF FULL EXECUTION OF BOTH PARTIES AND MAY BE TERMINATED AS SET FORTH THEREIN.) **MOTION PASSED."**

FINANCIAL IMPACT

Total cost of recommendation: $200,000.00

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

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

LEGAL IMPACT

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

Reviewed/approved by: County Attorney will review before BCC approval.

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

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

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

Honorable Dane Haygood
Mayor
City of Daphne
P. O. Box 400
Daphne, Alabama 36526

Cc: Ron Cink
Christie Davis
Joey Nunnally
Frank Lundy
Lisa Sangster

Additional instructions/notes: N/A

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement ("Agreement") is entered into by and between the Baldwin County Commission, Baldwin County, Alabama (hereinafter "County") and the City of Daphne, Alabama (hereinafter "City"), as follows:

R E C I T A L S

Whereas, County is the duly formed governing body in and for Baldwin County, Alabama, and City is an incorporated municipality of the State of Alabama; and

Whereas, County and City are authorized under Alabama law to control, manage, supervise, regulate, repair, maintain and improve (hereinafter collectively "control") certain public roads inside their respective jurisdictions; and

Whereas, with the consent of the City Council of a municipality, the County may establish, construct, and maintain any road or street within the corporate limits of such municipality; and

Whereas, County and City acknowledge and agree that Corte Road, as identified and depicted on *Exhibit A* hereto, is situated inside the present incorporated municipal limits of Daphne, and is a road over which Daphne is responsible for and over which Daphne exercises control; and

Whereas, the City has requested that the County assist the City in its efforts to acquire right of way on Corte Road, a 1.04 mile long road located between County Road 13 and State Route 181.

Whereas, the County has in FY 2018 budgeted $200,000.00 to assist the City in the Corte Road Right-of-Way Acquisition; and

Whereas, County and City now wish to apply the $200,000.00 to costs incurred by the County in Corte Road Right-of-Way Acquisition, which costs are to be reimbursed by the City per agreement of the parties.

Now, therefore, in consideration of the premises and the mutual covenants contained herein, the sufficiency of which being hereby acknowledged, County and City do hereby agree as follows:

1. **Purpose:** The parties acknowledge and agree that the purpose of this Agreement is to provide financial assistance by the County to the City for Corte Road Right-of-Way Acquisition.

2. **Approval and Effective Date:** This Agreement shall become effective upon the date of full execution by both parties ("Effective Date").

3. **Term:** The term of this Agreement shall be for two (2) months from its Effective Date. This document may be amended only upon written approval by the Parties hereto, and any such amendment shall be approved by the same method by which this original Agreement has been approved by the Parties.

4. **Termination and Notice:** Notwithstanding the foregoing, either party may terminate this Agreement, with or without cause, upon written notice to the other party. A party's said

notice shall be deemed effective, and the Agreement deemed terminated, thirty (30) days after the date such notice is mailed by certified mail to the other party. In the event of termination by either party, the City shall be responsible for all costs incurred by the County through the date of receipt of the requisite termination notice. All notices provided for herein shall be sent as follows:

To City:	City of Daphne P. O. Box 400 Daphne, Alabama 36526
To County:	Baldwin County Commission 312 Courthouse Square, Suite 12 Bay Minette, Alabama 36507

5. **Entire Agreement:** This Agreement represents the entire and integrated agreement between County and City and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the parties.

6. **Both Parties Contributed Equally to the Agreement:** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both County and City have contributed substantially and materially to the preparation of this Agreement.

7. **Failure to Strictly Enforce Performance:** The failure of either party to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Agreement shall not constitute a default or be construed as a waiver or relinquishment of the right of a party to thereafter enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

8. **Assignment:** Neither this Agreement nor any interest herein shall be assigned, transferred or otherwise encumbered without a prior written agreement providing for such assignment, transfer or other encumbrance signed by the parties.

9. **Choice of Law:** The parties acknowledge and agree that this Agreement shall in all respects be governed by the laws of the state of Alabama, including, without limitation, all issues relating to capacity, formation, interpretation and available remedies, without regard to Alabama conflict of law principles.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of full execution below.

COUNTY:
BALDWIN COUNTY, ALABAMA

_____ /
FRANK BURT, JR. / DATE
CHAIRMAN

ATTEST:

_____/_____
RONALD J. CINK / DATE
COUNTY ADMINISTRATOR

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I,_____, a Notary Public in and for said County, in said State, hereby certify that FRANK BURT, JR., and RONALD J. CINK, whose names as Chairman and County Administrator of the Baldwin County Commission, respectively, are signed to the foregoing instrument and who are known to me, acknowledged before me on this date that, being informed of the contents of said instrument, they executed the same voluntarily with full authority to do so for and as an act of the Baldwin County Commission.

Given under my hand and official seal this the _____ day of _____, 2018.

_____
Notary Public
My Commission Expires:_____

CITY:
CITY OF DAPHNE, ALABAMA

_____/_____
DANE HAYGOOD, MAYOR /DATE

ATTEST:

_____/_____
CANDACE ANTINARELLA, CITY CLERK /DATE

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, _____, a Notary Public, in and for said County in said State, hereby certify that DANE HAYGOOD, and CANDACE ANTINARELLA, whose names as Mayor and City Clerk of CITY OF DAPHNE, ALABAMA, respectively, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of this instrument, they executed the same voluntarily with full authority to do so for and as an act of the City of Daphne, Alabama.

Given under my hand and official seal this the _____ day of _____, 2018.

_____
Notary Public
My Commission Expires:_____

Baldwin County Commission

Agenda Action Form

File #: 18-0687, **Version:** 1 **Item #:** GJ1

Meeting Type: BCC Regular Meeting
Meeting Date: 8/7/2018
Item Status: New
From: Sheriff Hoss Mack; Wanda Gautney, Purchasing Director; Chief Deputy Charlie Jones; Connie Dudgeon, Finance Manager
Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE
Agreement between Baldwin County Commission and Quality Correctional Health Care, Inc., for Inmate Medical Services Program for the Baldwin Corrections Center and Baldwin County Juvenile Detention Center

STAFF RECOMMENDATION
Approve the attached Amendment and Renewal of the Agreement for the Provision of Professional Physician and Related Healthcare Services to the Inmates of the Baldwin County Corrections Center and Juveniles at the Baldwin County Juvenile Detention Center with QCHS, Inc., a/k/a Quality Correctional Health Care, (QCHC) for an additional year at the same prices as the original agreement. (Contract extension begins October 1, 2018 at 12:01 A.M., through September 30, 2019 at 11:59 P.M.)

BACKGROUND INFORMATION

Previous Commission action/date:
05/03/2016 meeting: Authorized the Purchasing Manager to solicit a Request for Proposals (RFP) for Inmate Medical Services Program for the Baldwin County Corrections Center.
06/21/2016 meeting: Made Addendum #1, which included one (1) change to the Request for Proposal for Inmate Medical Services Program for the Baldwin County Corrections Center, part of the June 21, 2016, official record of the Baldwin County Commission.
09/06/2016 meeting: Awarded the Request for Proposals (RFP) for the Inmate Medical Services Program for the Baldwin County Corrections Center to Quality Correctional Health Care, Inc., (QCHC) as per the attached Award Listing and authorized the Chairman to execute the Contract.
09/20/2016 meeting: 1) Rescinded, Terminated and Canceled the "Agreement for the Provision of Professional Physician and related Healthcare Services to the Inmates of the Baldwin County Corrections Center," approved by the Baldwin County Commission on September 6, 2016 (Agenda Item BB12); and 2) Approved an "Agreement for the Provision of Professional Physician and related Healthcare Services for the inmates of the Baldwin County Corrections Center and for the Juveniles at the Baldwin County Regional Juvenile Detention Center," between the Baldwin County Commission and QCHC of Alabama, Inc. (The term of this agreement will be for two (2) years from

October 1, 2016 at 12:01 A.M., through September 30, 2018 at 11:59 P.M.)

Background:
During the September 20, 2016, meeting the Commission approved an "Agreement for the Provision of Professional Physician and related Healthcare Services for the Inmates of the Baldwin County Corrections Center and for the Juveniles at the Baldwin County Regional Juvenile Detention Center," between the Baldwin County Commission and QCHC of Alabama, Inc. The original Agreement was for two (2) years beginning on October 1, 2016 at 12:01 A.M., through September 30, 2018 at 11:59 P.M. The Agreement contained a stipulation that the Agreement could be renewed for one (1) twelve (12) month extension by the Commission at their option, if acceptable by the vendor.

Hoss Mack, Sheriff of Baldwin County, has requested that the original Agreement be renewed and amended to increase the mental health hours from part-time to full-time (approximately 40 hours per week) at the Baldwin County Corrections Center. QCHC has agreed per the attached email to the Amendment and Renewal of the original Agreement for an additional twelve (12) month period with no change in the Agreement price of $153,333.33 per month.

FINANCIAL IMPACT

Total cost of recommendation: $1,645,815.00 per year

Budget line item(s) to be used: 52200 & 52610

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: Amendment was reviewed by David Conner, County Attorney

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 08/07/2018

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

AMENDMENT TO AND RENEWAL OF HEALTH SERVICES AGREEMENT BETWEEN QCHC, INC. AND BALDWIN COUNTY, ALABAMA

WHEREAS, QCHC, INC., a/k/a Quality Correctional Health Care, ("QCHC"), and BALDWIN COUNTY, ALABAMA ("COUNTY"), entered into a two-year HEALTH SERVICES AGREEMENT (the "AGREEMENT") for the provision of healthcare at the Baldwin County Corrections Center and the Baldwin County Juvenile Detention Center on October 1, 2016 expiring on September 30, 2018;

WHEREAS, Section 4.2 of the AGREEMENT states that "at the end of the above-stated two-year term, this AGREEMENT will be renewable for successive one (1) year terms;"

WHEREAS, Section 5.1 of the AGREEMENT states that the AGREEMENT "may be amended at any time only with the written consent of both parties.";

WHEREAS, the parties desire to increase the amount of mental health services being provided at the Baldwin County Corrections Center pursuant to the AGREEMENT;

WHEREAS, the parties desire to renew the HEALTH SERVICES AGREEMENT for a one-year term;

THEREFORE, the parties hereby mutually agree to renew and amend the terms of the AGREEMENT as follows:

AMENDMENT

(1) Section 1.2.4 shall be amended to state:

QCHC will provide one (1) full-time mental health professionals (licensed counselor, therapist, social worker, or similarly credentialed and qualified mental health professional) for approximately forty (40) hours per week (1.0 FTEs) at the Baldwin County Corrections Center to accomplish the objectives of the AGREEMENT.

RENEWAL

(2) PURSUANT to Sections 4.2 and 5.1 of the AGREEMENT, the parties hereby agree to extend the term of AGREEMENT for the term of October 1, 2018 through September 30, 2019. The monthly amount to be paid by the COUNTY to QCHC pursuant to renewal and amendment will remain $153,333.33.

ALL OTHER TERMS AND CONDITIONS IN THE AGREEMENT SHALL REMAIN THE SAME.

The parties hereby signify their agreement with the above and foregoing by affixing their signatures below:

QCHC, INC.:

_____

BY: JOHNNY EDWARD BATES, MD
TITLE: PRESIDENT & CEO
DATE: _____

BALDWIN
COUNTY, ALABAMA:

_____

BY: _____
TITLE: _____
DATE: _____

[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK]

From: Connie Dudgeon
To: Wanda Gautney
Cc: Ronald Cink; Hoss H. Mack
Subject: FW: Baldwin County Inmate Healthcare Renewal and Amendment
Date: Monday, July 9, 2018 3:44:07 PM
Attachments: Baldwin County, AL Renewal and Amendment 2018-2019.pdf

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Wanda,

Please see the attachment from QCHC in regards to extending their current contract for one more year (10/1/18 through 9/30/19).

Thanks,
Connie

From: Christie Estes [mailto:christie.estes@qchcweb.net]
Sent: Monday, July 9, 2018 3:42 PM
To: Connie Dudgeon <CDUDGEON@baldwincountyal.gov>
Subject: Baldwin County Inmate Healthcare Renewal and Amendment

Hey Connie,
I hope you had a nice weekend. Please see attached renewal and amendment. As we discussed, the only amendment is to increase the mental health hours from part-time to full-time. The proposed renewal is for one year from October 1, 2018 through September 30, 2019. There is no change in contract price. Please let us know if we may answer any questions.

Thanks,

Christie J. Estes, JD CCHP
General Counsel and Director of Compliance
Quality Correctional Healthcare, Inc.
200 Narrows Parkway, Suite A
Birmingham, Alabama 35242
Telephone-(205)-437-1512
Fax-(205) 776-7919
Cell-(205) 413-3844

AGREEMENT FOR THE PROVISION OF PROFESSIONAL PHYSICIAN AND RELATED HEALTHCARE SERVICES TO THE INMATES OF THE BALDWIN COUNTY CORRECTIONS CENTER AND JUVENILES AT THE BALDWIN COUNTY JUVENILE DETENTION CENTER

This **AGREEMENT FOR THE PROVISION OF PROFESSIONAL PHYSICIAN AND RELATED HEALTHCARE SERVICES TO THE INMATES OF THE BALDWIN COUNTY CORRECTIONS CENTER AND JUVENILES AT THE BALDWIN COUNTY JUVENILE DETENTION CENTER** (hereinafter referred to as the "AGREEMENT") is hereby entered into by and between **BALDWIN COUNTY, ALABAMA,** a political subdivision of the State of Alabama, by and through the Baldwin County Commission (hereinafter referred to as the "COUNTY"); and **QCHC OF ALABAMA, INC.,** a/k/a Quality Correctional Health Care, an Alabama Corporation (hereinafter referred to as "QCHC").

RECITALS

WHEREAS, the COUNTY and SHERIFF desire to provide professional and responsive physician and related healthcare services to the INMATES/DETAINEES of the Baldwin County CORRECTIONS CENTER and the JUVENILES at the Baldwin County Juvenile Detention Center, pursuant to their obligations under the Constitution of the United States of America, the Constitution of the State of Alabama, Sections 14-6-19 and 14-6-20 of the Code of Alabama, any applicable Consent Decrees or other judicial orders or decisions, and any other applicable source of law; and

WHEREAS, QCHC is a physician-owned corporation which provides professional and responsive physician and related healthcare services in corrections facilities and desires to provide such services for the COUNTY and SHERIFF under the terms of this AGREEMENT; and

WHEREAS, the COUNTY and SHERIFF desire to enter into this AGREEMENT with QCHC; and, through the COUNTY COMMISSION, wish to enter into this professional services AGREEMENT, as authorized by Ala. Code §41-16-21(a); to provide necessary medicines and medical attention pursuant to Ala. Code § 14-6-19; and seek to appoint QCHC, and its employee or agent physicians, to attend to the INMATES/DETAINEES of the CORRECTIONS CENTER pursuant to Ala. Code § 14-6-20 and the JUVENILES at the JUVENILE DETENTION CENTER.

NOW, THEREFORE, the parties hereby enter into this AGREEMENT as hereinafter set forth.

DEFINITIONS

COUNTY – Baldwin County, Alabama.

COUNTY COMMISSION – The COUNTY COMMISSION of Baldwin County, Alabama.

CORRECTIONS CENTER – the CORRECTIONS CENTER located in Bay Minette, Baldwin County, Alabama, and operated by the SHERIFF of Baldwin County.

ELECTIVE CARE – Care which, if not provided, would not, in the opinion of QCHC's physician, who shall be a physician licensed in the State of Alabama and an employee or independent contractor of QCHC, cause the INMATE/DETAINEE's or JUVENILE'S health to deteriorate, or cause harm to the INMATE/DETAINEE's well-being.

JUVENILE DETENTION CENTER or JDC – The JUVENILE DETENTION CENTER located in Bay Minette, Baldwin County, Alabama, and operated by Baldwin County.

INMATES/DETAINEES – INMATES/DETAINEES booked into the custody of the SHERIFF of Baldwin County and incarcerated in the Baldwin County CORRECTIONS CENTER.

JUVENILE – JUVENILES in the custody of the Baldwin County Juvenile Detention Center.

MID-LEVEL PRACTITIONER – An advanced registered nurse practitioner or physician assistant who has completed an advanced training program. A MID-LEVEL PRACTITIONER will be duly licensed in the State of Alabama and in an approved collaborative practice agreement with a QCHC physician.

QCHC CORPORATE HOLIDAYS – New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day (and the day after Thanksgiving), and Christmas Day.

SHERIFF – The SHERIFF of Baldwin County, or his agent or designee, such as the Jail Commander/Administrator/Warden, Chief Deputy, Chief of Staff, Undersheriff, Acting Sheriff, Captain, Colonel, etc.

SPECIALTY SERVICES – Medical services that require a physician to be board-certified in a specialty, including, but not limited to, cardiology, dermatology, gynecology, neurology, nephrology, etc.

ARTICLE I:
DUTIES AND OBLIGATIONS OF QCHC

For and in consideration of the compensation to be paid to QCHC as hereinafter set forth, the sufficiency of which is mutually acknowledged by the parties to this AGREEMENT, QCHC hereby agrees to provide for the delivery of professional physician and related healthcare services to the INMATES/DETAINEES and JUVENILES under the custody and control of the SHERIFF at the CORRECTIONS CENTER and Baldwin County at the JDC according to the terms and conditions that follow:

1.1. **PRIMARY CARE.** QCHC shall provide primary healthcare services for all persons committed to the custody of the CORRECTIONS CENTER and the JDC, except those identified in Section 1.26. The responsibility of QCHC for medical care of an INMATE/DETAINEE and JUVENILE commences with the booking and physical placement of the INMATE/DETAINEE into the CORRECTIONS CENTER or a JUVENILE at the JDC. All treatments, examinations, and medical services will be conducted within a reasonable time of the request for care. Physical Assessments will be completed as soon as practicable, but in no event longer than 14 days from intake for an adult, or 7 days from intake for a juvenile, absent extraordinary circumstances. All physician sick calls, admission exams, screenings, physical assessments, dental exams, and all other primary medical services shall be conducted on-site, at the CORRECTIONS CENTER for INMATE/DETAINEES and at the JDC for JUVENILES, unless otherwise addressed herein.

1.2. **STAFFING.** QCHC will provide the staffing coverage necessary for the rendering of primary healthcare services to the INMATES/DETAINEES of the CORRECTIONS CENTER and JUVENILES at the JDC as described in and required by this AGREEMENT. The medical staffing schedule for the CORRECTIONS CENTER and the JDC is included as EXHIBIT A to this AGREEMENT, which the parties may amend from time to time by mutual consent. Staffing and scheduling may vary from the routine staffing and scheduling on QCHC CORPORATE HOLIDAYS. It is understood and agreed that QCHC employees are allowed to leave the CORRECTIONS CENTER and the JDC during the work day for meal breaks, provided the timing and length of such meal breaks do not negatively impact or impair QCHC's ability to fulfill its obligations under this AGREEMENT. All personnel

provided or made available by QCHC to render services hereunder shall be licensed, certified, or registered, as appropriate under Alabama law, in their respective areas of practice. QCHC will maintain copies of all continuing education and licensure requirements for personnel. All personnel shall be subject to a background check by the COUNTY/SHERIFF, and will be required to follow the SHERIFF's rules and policies regarding security and safety in the CORRECTIONS CENTER and Baldwin County's rules and policies regarding security and safety in the JDC.

The categories of staff/service providers to be provided by QCHC shall include:

1.2.1. **PHYSICIAN/MEDICAL DIRECTOR.** Physician(s) will visit the CORRECTIONS CENTER and the JDC each week as often and for periods of time sufficient to accomplish the objectives of this AGREEMENT, with the schedule of such physician visits to be determined between the SHERIFF and QCHC for INMATES/DETAINEES and Baldwin County and QCHC for JUVENILES at the JDC, in accordance with EXHIBIT A. During such physician visits to the CORRECTIONS CENTER, the physician will stay until all work is completed. A physician will be available by telephone to the CORRECTIONS CENTER's and the JDC's administrative staff and medical staff on an on-call basis, seven (7) days per week, twenty-four (24) hours per day. For scheduled visits that fall on QCHC CORPORATE HOLIDAYS, coverage may be provided by phone only. QCHC may substitute physician visits with visits by a MID-LEVEL PRACTITIONER, if appropriate and prudent in the medical opinion of QCHC's physician, and if compliant with applicable laws and professional standards. One of the QCHC physicians will be designated as the CORRECTIONS CENTER's "Medical Director," and one of the QCHC physicians will be designated as the JDC's "Medical Director". The Medical Directors shall be responsible for all medical decision-making, and for setting policies and procedures for the provision of primary healthcare services, in the CORRECTIONS CENTER and at the JDC.

1.2.2. **HEALTH SERVICES ADMINISTRATOR.** QCHC shall provide a Health Services Administrator ("HSA"), who shall be a registered nurse (RN), who shall be responsible for management of the day-to-day operations of the medical unit in the CORRECTIONS CENTER, and QCHC shall provide a like qualified HSA at the JDC.

1.2.3. **NURSING.** QCHC will provide on-site nursing coverage, consisting of both Registered Nurses ("RN") and Licensed Practical Nurses ("LPN") at the CORRECTIONS CENTER and the JDC as often and for periods of time sufficient to accomplish the objectives of this AGREEMENT, with the schedule of nursing coverage to be determined between the SHERIFF and QCHC at the CORRECTIONS CENTER and between the County and QCHC at the JDC, in accordance with EXHIBIT A. The SHERIFF, the COUNTY and QCHC agree to review nursing hours periodically to ensure the objectives of this AGREEMENT are being met, especially if the Average Daily Population ("ADP") INMATES/DETAINEES and JUVENILES significantly exceeds the level contained in Article 3 of this AGREEMENT.

1.2.4. **MENTAL HEALTH PROFESSIONALS.** QCHC will provide mental health professionals, such as psychiatric services, counselors, and other mental health professionals, sufficient to accomplish the objectives of this AGREEMENT, in accordance with EXHIBIT A.

1.2.5. **SUPPORT STAFF.** QCHC will provide such support staff, such as records clerks,

medical assistants, technicians, and others, sufficient to accomplish the objectives of this AGREEMENT, in accordance with EXHIBIT A.

1.3. **CARE REPORTS.** QCHC will provide reports and meet regularly with the SHERIFF or designee, concerning the overall operation of the healthcare services program and the general health of the INMATES/DETAINEES of the CORRECTIONS CENTER. QCHC will provide reports and meet regularly with the COUNTY, or designee, concerning the overall operation of the healthcare services program and the general health of the JUVENILES at the JDC.

1.4. **DENTAL CARE.** QCHC will provide for INMATES/DETAINEES and JUVENILES dental triage screenings in accordance with criteria established by a licensed dentist for the purpose of identifying INMATES/DETAINEES and JUVENILES in need of dental services from a licensed dentist. QCHC will be responsible for providing a dentist who will see the INMATES/DETAINEES and JUVENILES on a regular basis as determined by QCHC and the SHERIFF for the CORRECTIONS CENTER and by QCHC and the COUNTY for the JDC.

1.5. **DISPOSABLE MEDICAL SUPPLIES.** QCHC will provide for INMATES/DETAINEES' and JUVENILES' disposable medical supplies intended for one-time use.

1.6. **DURABLE MEDICAL EQUIPMENT AND SUPPLIES.** Except for the equipment and instruments owned by the COUNTY/SHERIFF at the inception of this AGREEMENT, QCHC will provide durable medical equipment and supplies required for the adequate provision of healthcare services during the term of this AGREEMENT, up to a limit of $500 per item/unit, and the COUNTY will reimburse QCHC pursuant to the terms of Article III. QCHC will coordinate with the SHERIFF/COUNTY for the purchase of equipment or instruments with a per unit/item cost of greater than $500. All maintenance or repair of equipment and instruments will be arranged or performed by QCHC, and the COUNTY will reimburse QCHC pursuant to the terms of Section Article III.

1.7. **ELECTIVE CARE.** QCHC will not provide ELECTIVE CARE to INMATES/DETAINEES and JUVENILES. Decisions concerning ELECTIVE CARE will be consistent with the applicable American Medical Association (AMA) standards.

1.8. **EMERGENCY CARE.** QCHC will provide emergency medical treatment to staff of the CORRECTIONS CENTER, the JDC subcontractors, and visitors who become ill or are injured while on the premises. QCHC will stabilize all patients and refer for recommended off-site emergency treatment or care, as needed.

1.9. **HEALTH EDUCATION.** QCHC will provide health education materials to the SHERIFF for INMATE/DETAINEE education and to the COUNTY for JUVENILE education. QCHC will also provide, upon request, annual CPR/first aid, suicide prevention, and other training for staff of the CORRECTIONS CENTER, as requested by the SHERIFF, and other training for staff of the JDC, as requested by the COUNTY.

1.10. **HEALTH EVALUATIONS.** QCHC will provide for INMATES/DETAINEES' and JUVENILES' on-site health evaluations and medical care within the National Commission on Correctional Health Care ("NCCHC") guidelines.

1.11. **INFANT CARE.** QCHC will neither arrange for infant care nor be financially responsible for any costs associated with infant care.

1.12. **INMATE/DETAINEE LABOR.** INMATES/DETAINEES or JUVENILES will not be employed or otherwise engaged or utilized by either QCHC or the SHERIFF or the COUNTY in the direct rendering of any healthcare services.

1.13. **MANAGEMENT SERVICES.** QCHC will provide management services to include: a comprehensive Strategic Plan; Policies and Procedures; Protocols; Peer Review; CQI; Cost Containment; Utilization Management; Risk Management programs; and Health Insurance Portability and Accountability Act (HIPAA) and NCCHC Compliance programs specific to the medical operations of the CORRECTIONS CENTER and the JDC. Additionally, QCHC will provide such consulting services as may be required by the SHERIFF/COUNTY with respect to potential improvements or changes to the medical unit or the delivery of healthcare services in the CORRECTIONS CENTER or the JDC, respectively, including providing consulting services attendant to the potential building of any additions to or expansions of the existing CORRECTIONS CENTER or JDC or any new CORRECTIONS CENTER or JDC, and/or potential efforts for the CORRECTIONS CENTER or JDC to gain accreditation by the NCCHC or any other similar entity that certifies or accredits correctional facilities.

1.14. **MEDICAL RECORDS.** QCHC will maintain, cause, or require being maintained, complete and accurate medical records for each INMATE/DETAINEE or JUVENILE who has received healthcare services. Each medical record will be maintained in accordance with applicable laws, standards, and the SHERIFF's/COUNTY'S policies and procedures. The medical records will be kept separate from the INMATE/DETAINEE's or JUVENILE'S confinement record. A summary of the original applicable medical record will be available to accompany each INMATE/DETAINEE or JUVENILE who is transferred from the CORRECTIONS CENTER or the JDC to another location for off-site services or transferred to another institution. Medical records will be kept confidential, subject to applicable laws regarding confidentiality of such records. QCHC will comply with state and federal law and the SHERIFF's/COUNTY'S policy with regard to access by INMATES/DETAINEES, JUVENILES and staff of the CORRECTIONS CENTER and the JDC to medical records. No information contained in the medical records will be released by QCHC except as provided by the SHERIFF's policy, a court order, or otherwise in accordance with applicable laws. At the expiration of this AGREEMENT period, all medical records will be delivered to and remain with the SHERIFF/ COUNTY/CORRECTIONS CENTER/JDC. However, the COUNTY/SHERIFF/CORRECTIONSCENTER/JDC will provide QCHC with reasonable ongoing access to all medical records, even after the expiration of this AGREEMENT, for the purpose of defending litigation. INMATE/DETAINEE and JUVENILE medical records will at all times be the property of the COUNTY/SHERIFF/CORRECTIONS CENTER/JDC, and shall not be the property of QCHC. QCHC will make available to the SHERIFF/COUNTY, unless otherwise specifically prohibited, at the SHERIFF's request, all records, documents, and other papers relating to the direct delivery of healthcare services to the CORRECTIONS CENTER's INMATES/DETAINEES and to the JDC'S JUVENILES hereunder.

1.14.1. **ELECTRONIC MEDICAL RECORDS.** QCHC will utilize an Electronic Medical Records (EMR) system for INMATE/DETAINEE and JUVENILE Medical Records, through an EMR vendor suitable to the COUNTY/SHERIFF/CORRECTIONS CENTER/JDC, with such system to become the property of the COUNTY/SHERIFF/CORRECTIONS CENTER/JDC at such time as this AGREEMENT may terminate, on terms and conditions to be set in a separate agreement between COUNTY and the EMR vendor, and the COUNTY will

reimburse QCHC pursuant to the terms of Article III.

1.15. **MEDICAL WASTE REMOVAL.** QCHC will be responsible for medical waste removal services at the CORRECTIONS CENTER and the JDC consistent with all applicable laws.

1.16. **MEETINGS.** QCHC representatives will meet, in accordance with a schedule agreed to by the SHERIFF and QCHC, with the SHERIFF or designee concerning procedures within the CORRECTIONS CENTER, any proposed changes in health-related procedures, or other matters which either party deems necessary, and QCHC will likewise meet with the COUNTY regarding any such matters related to the JDC.

1.17. **OFFICE SUPPLIES.** QCHC will be responsible for providing office supplies, which may include paper, pens, charts, folders, staplers, and calendars, and the COUNTY will reimburse QCHC pursuant to the terms of Article III. QCHC will have access to, and use of, desks, chairs, refrigerators, lamps, machinery, fax machines, computers, printers, or other office-equipment located in the CORRECTIONS CENTER's and the JDC's medical unit at the beginning of the term of this AGREEMENT.

1.18. **OFF-SITE AND/OR SPECIALTY SERVICES.** When off-site and/or hospital care is required for medical reasons, QCHC will arrange for inpatient and/or outpatient hospital services, mobile services, SPECIALTY SERVICES, dental services, X-ray, diagnostic testing, consultation services, off-site mental health services, and medically indicated ground ambulance transportation for INMATES/DETAINEES and JUVENILES, in accordance with the SHERIFF's/COUNTY'S policies and procedures, and in coordination with the COUNTY'S off-site care coordinator and/or third party administrator. QCHC will not be financially responsible for any costs associated with off-site care and/or SPECIALTY SERVICES.

1.18.1. **OFF-SITE CLAIMS MANAGEMENT.** QCHC shall negotiate with off-site providers for reduced rates for off-site services, manage and process off-site medical bills and claims, and adjust for discounts. For these services, QCHC shall charge COUNTY a 20% administrative fee on the amount of the *negotiated reduction*, that is, the difference between full charges for services rendered and the charges actually paid by COUNTY after discount. COUNTY and SHERIFF shall have access to all off-site bills, and discounted amounts/reduced rates shall be transparent on all invoices from QCHC to COUNTY.

1.19. **CHRONIC CARE CLINICS.** QCHC will establish a plan for the identification, treatment and monitoring of INMATES/DETAINEES and JUVENILES with chronic illnesses and special healthcare needs. QCHC will be required to continue "chronic care clinics" for those INMATES/DETAINEES and JUVENILES identified with specified chronic illnesses and conditions (diabetes, hypertension, mental illness, HIV/AIDS, tuberculosis, asthma, seizures, etc.). QCHC has defined a chronic health problem as an illness which is either ongoing or recurring. To provide an effective and efficient healthcare delivery system for chronically ill patients, QCHC identifies the number of INMATES/DETAINEES and JUVENILES with specific chronic conditions, and individual treatment plans are developed or reviewed for each of these INMATES/DETAINEES and JUVENILES which includes: instructions regarding medications; the type and frequency of laboratory work; other diagnostic testing; frequencies of follow up for reevaluation of the INMATE/DETAINEE's and JUVENILE'S condition; and adjustment of the treatment plan as needed. Chronic care clinics are established to enable INMATES/DETAINEES and JUVENILES to have scheduled visits to QCHC independent of any sick call requests.

1.20. **ON-SITE and OFF-SITE TESTING.** QCHC will provide for INMATE/DETAINEES and JUVENILES on-site laboratory testing, which shall include, but not be limited to, drug screens, finger-stick blood sugar and urine dipstick for pregnancy and/or infection. QCHC will also provide TB skin tests for INMATES/DETAINEES and JUVENILES as directed by the SHERIFF/COUNTY.

1.21. **OPTICAL CARE.** QCHC will not be financially responsible for the provision or costs of optical care, eyeglasses, and/or optical supplies.

1.22. **OTHER EXPENSES.** QCHC will neither be responsible for the performance nor payment of any services which are not specifically contained in this AGREEMENT.

1.23. **PHARMACEUTICALS.** QCHC will provide pharmaceutical management, administration, distribution, and policies, and shall provide all medications required for the provision of adequate medical services, through use of a pharmacy vendor suitable to COUNTY/SHERIFF/CORRECTIONS CENTER/JDC. QCHC personnel shall administer pharmaceutical medications to INMATES/DETAINEES and JUVENILES during pre-determined "pill calls" and/or medication rounds that occur while QCHC personnel are on-site.

1.24. **PHYSICAL EXAMINATIONS FOR INMATE WORKERS.** QCHC will provide basic physical examinations for potential INMATE/DETAINEE and JUVENILE workers to ensure the INMATES/DETAINEES and JUVENILES are physically capable of performing assigned work duties.

1.25. **PROSTHETICS.** QCHC will not be responsible for providing prosthetics and/or prosthetic supplies.

1.26. **INMATES/DETAINEES AND JUVENILES.** The health care services contracted in the AGREEMENT are intended only for those INMATES/DETAINEES and JUVENILES in the actual physical custody of the CORRECTIONS CENTER or the JDC, after being medically stabilized and committed to the CORRECTIONS CENTER or the JDC. No other person(s) shall be the responsibility of QCHC. INMATES/DETAINEES and JUVENILES, for example, on any sort of temporary release or escape, including, but not limited to those temporarily released for the purpose of attending funerals or other family emergencies, those on escape status, those on pass, parole or supervised custody who do not sleep in the CORRECTIONS CENTER or JDC at night, shall not be included in the daily population count, and shall not be the responsibility of QCHC with respect to the payment or the furnishing of their health care services. Persons in the physical custody of other police or other penal jurisdictions at the request of COUNTY/SHERIFF are likewise excluded from the population count and are not the responsibility of QCHC for the furnishing or payment of health care services. Medical care rendered within the CORRECTIONS CENTER to INMATES/DETAINEES and within the JDC to JUVENILES from jurisdictions other than COUNTY, and housed in the CORRECTIONS CENTER or JDC pursuant to agreements between COUNTY and such other jurisdictions, or by statute, or otherwise, will be the responsibility of QCHC, to the same extent as INMATES/DETAINEES/JUVENILES of the COUNTY.

1.27. **SHERIFF'S POLICIES AND PROCEDURES.** QCHC will operate within the requirements of the SHERIFF's/COUNTY's policies and procedures which are directly related to the provision of medical services, as well as other policies and procedures of the SHERIFF or the COUNTY which may impact the provision of medical services, including policies and

procedures related to the safety and security of the CORRECTIONS CENTER or the JDC. Such policies and procedures may change from time to time; if so, QCHC will be promptly notified and will operate within all policies, procedures and modifications thereof.

ARTICLE II:
DUTIES AND OBLIGATIONS OF THE SHERIFF

2.1 **INMATE/DETAINEE AND JUVENILE INFORMATION.** The SHERIFF/COUNTY will provide, as needed, information pertaining to INMATES/DETAINEES and JUVENILES, respectively, that QCHC and the SHERIFF/COUNTY mutually identify as reasonable and necessary for QCHC to adequately perform its obligations to the SHERIFF and the COUNTY.

2.2 **OFFICE SPACE, EQUIPMENT AND SUPPLIES.** The SHERIFF will provide in the CORRECTIONS CENTER, and the COUNTY will provide in the JDC, adequate and sufficient office and exam space for QCHC and its employees and agents to use to carry out the requirements of this AGREEMENT, including but not limited to, office space for QCHC staff, exam space for sick calls, and storage space for equipment, supplies, medications, and medical records, as well as use of SHERIFF or COUNTY-owned office equipment and all necessary utilities, including telephone and fax lines and internet connection, in place at the CORRECTIONS CENTER or the JDC medical unit. Upon termination of this AGREEMENT, QCHC will return to the SHERIFF/COUNTY possession and control of all SHERIFF or COUNTY-owned office equipment. At such time, the office equipment and supplies will be in good working order, with allowances made for reasonable wear and tear.

2.3 **RECORD AVAILABILITY.** During this AGREEMENT term, and for a reasonable time thereafter, the SHERIFF/COUNTY will provide QCHC, at QCHC's request, the SHERIFF's/COUNTY's records relating to the provision of healthcare services to INMATES/DETAINEES and JUVENILES as may be reasonably requested by QCHC in connection with an investigation of, or defense of, any claim by a third party related to QCHC's conduct. As QCHC may reasonably request, and consistent with applicable state and federal laws and the foregoing provision, the SHERIFF/COUNTY will make available to QCHC such records as are maintained by the SHERIFF/COUNTY, hospitals, and other off-site healthcare providers involved in the care or treatment of INMATES/DETAINEES and JUVENILES (to the extent the SHERIFF or COUNTY has any control over those records). Any such information provided by the SHERIFF/COUNTY to QCHC that the SHERIFF/COUNTY considers confidential will be kept confidential by QCHC and shall not, except as may be required by law, be distributed to any third party without the prior written approval of the SHERIFF/COUNTY. Notwithstanding any provision of this AGREEMENT to the contrary, the SHERIFF's internal affairs investigative records will not be required to be provided to QCHC or any other person or entity (except as may be required by law).

2.4 **SECURITY.** The SHERIFF and COUNTY will maintain responsibility for the physical security of the CORRECTIONS CENTER and the JDC, respectively, and the continuing security of the INMATES/DETAINEES and JUVENILES. QCHC and the SHERIFF/COUNTY understand that adequate security, consistent with the correctional setting, is necessary for the safety of QCHC's agents, employees, and subcontractors, as well as for the security of INMATES/DETAINEES and JUVENILES and staff of the CORRECTIONS CENTER and the JDC. The SHERIFF/COUNTY, respectively, will provide security sufficient to enable QCHC and its personnel to safely provide the healthcare services described in this AGREEMENT. The Parties hereby acknowledge and agree that the SHERIFF's/COUNTY's responsibility to provide

sufficient security to enable QCHC and its personnel to provide healthcare services to the INMATES/DETAINEES and JUVENILES is a material term of this AGREEMENT, and that any breach thereof will automatically trigger QCHC's termination rights under Section 4.3.1 of this AGREEMENT. The SHERIFF/COUNTY may screen QCHC's proposed staff to ensure that they will not constitute a security risk. The SHERIFF will have final approval of QCHC's employees in regards to security/background clearance and access to the CORRECTIONS CENTER, and the COUNTY will likewise have the final approval for the JDC.

ARTICLE III: COMPENSATION/ADJUSTMENTS

3.1 **COMPENSATION.** The COUNTY will reimburse QCHC for the direct costs of all services provided to INMATES/DETAINEES of the CORRECTIONS CENTER and JUVENILES at the JDC under this AGREEMENT, including, but not limited to, labor costs, medical and office supplies, non-durable/disposable equipment, durable equipment (pursuant to Section 1. 6), service and repairs on equipment, medications, x-ray costs, laboratory costs, on-site dental services, drugs, pharmacy, wages and salaries, benefits costs, payroll taxes, insurance costs directly attributable to personnel and/or services at the CORRECTIONS CENTER and JDC, sales/use taxes or other taxes on supplies, equipment, medications, or other items used at the CORRECTIONS CENTER and JDC, and any other costs attributable to the provision of services under this AGREEMENT. A list of costs and charges to be invoiced to the COUNTY, under the terms of this AGREEMENT, is included as EXHIBIT B to this AGREEMENT, which may be amended from time to time by mutual consent of the parties. Over and above the costs to be reimbursed to QCHC by the County, QCHC shall charge a fifteen percent (15%) "administrative fee", representing such overhead, indirect expenses, support services, and other administrative costs, which cannot be captured through reimbursement for direct costs, on the first One Million Six Hundred Thousand Dollars and 00/100 Cents ($1,600,000.00) in actual costs in a given contract year, this amount being referred to as the "annual cost cap". In no event shall the COUNTY pay more than Two Hundred Forty Thousand Dollars and 00/100 Cents ($240,000.00) in administrative fees in a given contract year, such an amount being defined as the administrative fee (charged at 15%) on the annual cost cap. Should annual direct costs exceed the annual cost cap in a given contract year, such excess costs will continue to be reimbursed to QCHC by the COUNTY, but no administrative fees shall be charged on the excess costs. The annual cost cap amount is based on an Average Daily Population ("ADP") of 622 INMATES/DETAINEES and JUVENILES in the CORRECTIONS CENTER and the JDC, collectively, (the "base ADP"). All expenses and costs shall be separately invoiced for services provided to the CORRECTIONS CENTER and the JDC, respectively.

3.2 **MONTHLY PAYMENTS.** QCHC will bill the COUNTY prior to the month in which services are to be rendered, in a fixed amount set at one-twelfth (1/12) of the TOTAL of (1) the annual cost cap ($1.6 million) and (2) the anticipated administrative fees on the annual cost cap amount ($240,000.00), that is, one-twelfth (1/12) of One Million Eight Hundred Forty Thousand Dollars and 00/100 Cents ($1,840,000.00), or One Hundred Fifty-Three Thousand Three Hundred Thirty-Three Dollars and 33/100 Cents ($153,333.33) each month. COUNTY agrees to pay Provider prior to the tenth (10th) day of each month for the services to be rendered in that month. In the event this Agreement should commence or terminate on a date other than the first or last day of any calendar month, compensation to Provider will be pro-rated accordingly for the shortened month.

3.3 **QUARTERLY RECONCILIATION.** Each quarter, QCHC shall present to the COUNTY an invoice for all costs incurred pursuant to this AGREEMENT, such costs being described in Section 3.1 and EXHIBIT B, plus the administrative fee. If the total amount of the quarterly invoice to the COUNTY exceeds the total amount of the three (3) monthly payments made by the COUNTY to QCHC in that quarter, then the COUNTY shall pay the difference to QCHC within thirty (30) days. If the total amount of the quarterly invoice is less than the total amount of the three (3) monthly payments made by the COUNTY to QCHC in that quarter, then QCHC shall carry a credit for the difference into the next quarter, which shall then be applied to any amount owed by the COUNTY to QCHC in succeeding quarters, until such credit be reduced to zero.

3.4 **COMPENSATION FOR OFFSITE CLAIMS MANAGEMENT SERVICES.** Consistent with the provisions of Section 1.18.1 of this AGREEMENT, QCHC shall arrange and coordinate such off-site healthcare services as are appropriate for INMATES/DETAINEES of the CORRECTIONS CENTER and JUVENILES at the JDC, and shall negotiate with off-site providers for reduced rates for off- site services, manage and process off-site medical bills and claims, and adjust for discounts. QCHC shall invoice COUNTY monthly for the 20% administrative fee on the savings achieved through QCHC's efforts.

ARTICLE IV:
TERM AND TERMINATION

4.1 **TERM.** The term of this AGREEMENT will be for two (2) years from October 1, 2016, at 12:01 A.M. through September 30, 2018 at 11:59 P.M.

4.2 **ANNUAL RENEWALS.** At the end of the above-stated two (2) year term, this AGREEMENT will be renewable for successive one (1) year terms, subject to potential adjustments to the annual cost cap in Section 3.1, if both parties agree in writing to the renewal.

4.3 **TERMINATION.**

4.3.1 **TERMINATION FOR CAUSE.** In the event that either party fails to comply with any section or part of this AGREEMENT, the other party may terminate this AGREEMENT after providing notice of the failure to comply and a twenty (20) day opportunity to cure. The COUNTY will pay for services rendered up to and including the point of termination, but will not pay any penalty.

4.3.2 **TERMINATION WITHOUT CAUSE.** Notwithstanding anything to the contrary contained in this AGREEMENT, the COUNTY or QCHC may, without prejudice to any other rights they may have, terminate this AGREEMENT for their convenience and without cause, by giving sixty (60) days advance written notice to the other party. The parties may mutually agree to shorten or lengthen the required notice period under this provision.

ARTICLE V:
GENERAL TERMS AND CONDITIONS

5.1 **AMENDMENTS.** This AGREEMENT may be amended at any time only with the written consent of both parties.

5.2 **ASSIGNMENT.** QCHC will not assign in whole or in part this AGREEMENT, other than to an entity related or affiliated with QCHC (e.g., a "parent", "sibling" or "subsidiary" entity of

QCHC), without the prior written consent of the SHERIFF and COUNTY. QCHC will not assign any money due or to become due under this AGREEMENT without the prior written consent of the SHERIFF and COUNTY.

5.3 **COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS.** The COUNTY and QCHC agree that they will not require performance of any QCHC or SHERIFF or COUNTY employee, agent or independent contractor that would violate federal, state and/or local laws, ordinances, rules and/or regulations.

5.4 **COUNTERPARTS.** This AGREEMENT may be executed in several counterparts, each of which will be an original and all of which together will constitute but one and the same instrument.

5.5 **ENTIRE AGREEMENT.** This AGREEMENT constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof. All previous Agreements or Contracts between the parties are hereby terminated and/or cancelled.

5.6 **EXCUSED PERFORMANCE.** In case performance of any terms of parts hereof will be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority of local, state, or federal governments or because of riots, public disturbances, strikes, lockouts, differences with workers, fires, floods, Acts of God, or any other reason whatsoever which is not within the control of the parties whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent, the party so suffering may at its option, suspend, without liability, the performance of its obligations hereunder during the period such cause continues.

5.7 **GOVERNING LAW.** This AGREEMENT will be governed by the laws of the State of Alabama.

5.8 **HOLD HARMLESS.**

5.8.1 To the fullest extent allowed by law, QCHC will indemnify and hold harmless the COUNTY, the COUNTY COMMISSION, the SHERIFF, and their Commissioners, agents, servants and employees from and against any and all claims, actions, lawsuits, losses, damages or liabilities of any kind whatsoever, including reasonable attorneys' fees and other costs of litigation, arising out of the operation and provision of the healthcare services or programs and medical treatment or care provided pursuant to this Agreement by QCHC, its agents, employees, and/or vendors.

5.8.2 QCHC will not be responsible for any claims arising from actions of the COUNTY, the SHERIFF, or any employee or agent of the CORRECTIONS CENTER or the JDC, which intentionally prevents any person from receiving medical care ordered by QCHC's medical staff, employees, agents, or independent contractors.

5.8.3 QCHC will not be responsible for claims arising from the sole negligence of the COUNTY, the SHERIFF, or any employee or agent of the CORRECTIONS CENTER or the JDC, in presenting or failing to present an individual to QCHC's medical staff, employees, agents or independent contractors, if it should have been reasonably known that the individual was in serious need of immediate medical attention.

5.8.4 The COUNTY will hold harmless and indemnify QCHC, its officers, agents, employees and independent contractors, against any loss or damage, including

reasonable attorneys' fees and other costs of litigation, caused or necessitated by the sole negligence of the COUNTY, its agents and employees, the SHERIFF, his agents and employees, and employees and agents of the CORRECTIONS CENTER or the JDC.

5.9 **INDEPENDENT CONTRACTOR.** It is understood and agreed that an independent contractor relationship is hereby established under the terms and conditions of this AGREEMENT. The employees or agents of QCHC are not now, nor will they be deemed to be, employees of the COUNTY or the SHERIFF. The employees of the COUNTY/SHERIFF/CORRECTIONS CENTER/JDC are not now, nor will they be deemed to be, employees of QCHC. QCHC assumes all financial responsibility for the employees of QCHC, such as wages and withholding taxes, social security, sales and other taxes, which may be related to the services to be provided under this AGREEMENT.

5.10 **SUBCONTRACTING.** In order to discharge the obligations hereunder, QCHC may engage certain healthcare professionals as independent contractors rather than employees. As the relationship between QCHC and these healthcare professionals will be that of independent contractor, QCHC will not be considered or deemed to be engaged in the practice of medicine or other professions practiced by these independent professionals. QCHC will not exercise control over the manner or means by which these independent contractors exercise their independent clinical judgment. However, QCHC will exercise administrative supervision over such professionals necessary to ensure the strict fulfillment of the obligations contained in this AGREEMENT. All terms and conditions of this AGREEMENT will be included in all such subcontracts. For each agent and subcontractor, including all medical professionals, physicians, and nurses performing duties as agents or independent contractors of QCHC under this AGREEMENT, QCHC will provide to the COUNTY, upon request, proof that, for each such professional, there is in effect during the period that person is engaged in the performance of this AGREEMENT, a professional liability or medical malpractice insurance policy, in an amount or amounts of at least One Million Dollars ($1,000,000) coverage per occurrence and Three Million Dollars ($3,000,000) annual aggregate coverage, and a workers' compensation policy, if applicable, that meets Alabama state law requirements.

5.11 **INSURANCE.** QCHC will procure and maintain in effect throughout the term of this AGREEMENT insurance policies with coverage not less than the types and amounts specified in this section.

5.11.1 Commercial General Liability Insurance Policy with limits of One Million Dollars ($1,000,000) per occurrence and an annual aggregate limit of Three Million Dollars ($3,000,000). For purposes of this paragraph, limits of any umbrella insurance policy will count toward the aggregate limits of the Commercial General Liability Policy.

5.11.2 Professional Liability Insurance, including coverage for civil rights claims, with limits per claim of One Million Dollars ($1,000,000) and an annual aggregate of Three Million Dollars ($3,000,000).

5.11.3 Workers' Compensation Insurance, covering all of QCHC's employees working in the CORRECTIONS CENTER and the JDC, and meeting all the requirements of Alabama state law.

5.12 **CERTIFICATE OF INSURANCE.** QCHC agrees to name the COUNTY, the COUNTY COMMISSION and SHERIFF and their Commissioners, agents, servants and employees as additional insureds under the insurance policies listed in Section 5.11, and to provide the COUNTY with a Certificate of Insurance evidencing the terms of the insurance coverage and

policy limits.

5.13 NOTICES. All notices to the SHERIFF and/or the COUNTY will be addressed to:

BALDWIN COUNTY SHERIFF'S OFFICE
310 Hand Ave.
Bay Minette, AL 36507

BALDWIN COUNTY COMMISSION
322 Courthouse Square, Suite 12
Bay Minette, AL 36507

All notices to QCHC will be addressed to:

Quality Correctional Health Care
Attn: Johnny Bates
200 Narrows Parkway, Suite A
Birmingham, Alabama 35242

5.14 OTHER CONTRACTS AND THIRD PARTY BENEFICIARIES. The parties acknowledge that QCHC is neither bound by nor aware of any other existing contracts to which the COUNTY is a party and which relate to the provision of healthcare to INMATES/DETAINEES at the CORRECTIONS CENTER or JUVENILES at the JDC. The parties agree that they have not entered into this AGREEMENT for the benefit of any third person(s) and it is their express intention that this AGREEMENT is intended to be for their respective benefits only and not for the benefits of others who might otherwise be deemed to constitute third party beneficiaries thereof.

5.15 SEVERABILITY. In the event any part of this AGREEMENT is held to be unenforceable for any reason, the unenforceability thereof will not affect the remainder of this AGREEMENT, which will remain in full force and effect and be enforceable in accordance with its terms.

5.16 WAIVER OF BREACH. The waiver of either party of a breach or violation of any part of this AGREEMENT will not operate as, or be construed to be, a waiver of any subsequent breach of the same or other part hereof.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the date and year written below.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

FOR BALDWIN COUNTY, ALABAMA:

J. Tucker Dorsey, Chairman, Baldwin County Commission

ATTEST:

Ronald J. Cink, County Administrator/Budget Director

STATE OF ALABAMA)
BALDWIN COUNTY)

I, the undersigned Notary Public in and for said County and State, hereby certify that J. TUCKER DORSEY, whose name as CHAIRMAN of the BALDWIN COUNTY COMMISSION, is signed to the foregoing AGREEMENT, and who is known to me, acknowledged to me on this day that, having read and being aware of the contents of the AGREEMENT, executed the same voluntarily for and as the act of said BALDWIN COUNTY, on the day the same bears date.

Given under my hand this 30th day of September 2016.

Notary Public: Gloria A Patterson

My Commission Expires: 3/7/2018

FOR SHERIFF HUEY HOSS MACK

Huey Hoss Mack, Sheriff of Baldwin County, Alabama

STATE OF ALABAMA)
BALDWIN COUNTY)

I, the undersigned Notary Public in and for said County and State, hereby certify that HUEY HOSS MACK, whose name as SHERIFF of BALDWIN COUNTY, ALABAMA, is signed to the foregoing AGREEMENT, and who is known to me, acknowledged to me on this day that, having read and being aware of the contents of the AGREEMENT, executed the same voluntarily and in his official capacity, on the day the same bears date.

Given under my hand this 30th day of Sept. 2016.

Notary Public:

My Commission Expires:

WANDA F. GAUTNEY
My Commission Expires
July 28, 2018

FOR QCHC OF ALABAMA, INC.

Johnny E. Bates, MD, President and CEO

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned Notary Public in and for said County and State, hereby certify that JOHNNY E. BATES, MD, whose name as PRESIDENT AND CEO of QCHC OF ALABAMA, INC., is signed to the foregoing AGREEMENT, and who is known to me, acknowledged to me on this day that, having read and being aware of the contents of the AGREEMENT, executed the same voluntarily for and as the act of QCHC OF ALABAMA, INC., on the day the same bears date.

Given under my hand this 23rd day of Sept. 2016.

Notary Public: Kathy L. Mann

My Commission Expires: 6/14/20

APPENDIX A

QCHC Staffing Schedule for Baldwin County Corrections Center Each shift includes 30 minute meal break and 30 min overlap with prev/next shift									
	Sun	Mon	Tue	Wed	Thur	Fri	Sat	Hours/Wk	FTE
Physician / NP	2 visits/week (at least 1 visit/week by physician, other can be by NP) 24/7 on-call coverage							Appx. 10	0.25
RN Site Admin		8a-4:30p	8a-4:30p	8a-4:30p	8a-4:30p	8a-4:30p		40	1.0
RN Day	7a-7:30p	7a-7:30p	7a-7:30p	7a-7:30p	7a-7:30p	7a-7:30p	7a-7:30p	84	2.1
RN Night	7p-7:30a	7p-7:30a	7p-7:30a	7p-7:30a	7p-7:30a	7p-7:30a	7p-7:30a	84	2.1
LPN Day (2)	7a-7:30p	7a-7:30p	7a-7:30p	7a-7:30p	7a-7:30p	7a-7:30p	7a-7:30p	168	4.2
LPN Night (2)	7p-7:30a	7p-7:30a	7p-7:30a	7p-7:30a	7p-7:30a	7p-7:30a	7p-7:30a	168	4.2
CMA/Records		8a-4:30p	8a-4:30p	8a-4:30p	8a-4:30p	8a-4:30p		40	1.0
MH Professional	20 hours/week							20	0.5
Dentist	1 visit every other week for 8 hours or 1 visit each week for 4 hours							Appx. 4	0.1

NOTE: Schedule for the Juvenile Detention Center will be determined by QCHC and the COUNTY based on need and JUVENILE population at the JDC.

APPENDIX B

DIRECT COSTS TO BE REIMBURSED UNDER SECTION 3.1 OF THIS AGREEMENT

Labor Costs, to include:

- Gross wages, salaries, and compensation paid to QCHC employees, agents, and independent contractors for time worked and/or duties performed at the BALDWIN COUNTY CORRECTIONS CENTER and the JDC, to include all physicians, nurses, mental health professionals, dental professionals, and support staff working in the BALDWIN COUNTY CORRECTIONS CENTER and the JDC
- The Employer's portion of benefit costs incurred on QCHC employees working in the BALDWIN COUNTY CORRECTIONS CENTER and the JDC
- Employer's portion of any payroll tax costs incurred on QCHC employees working in the BALDWIN COUNTY CORRECTIONS CENTER and the JDC, to the extent such costs are not already included in the gross wage
- Premiums paid by employer on workers' compensation coverage for QCHC employees working in the BALDWIN COUNTY CORRECTIONS CENTER and the JDC
- Recruiting costs for employees to be engaged directly and solely in the performance of inmate healthcare services at the BALDWIN COUNTY CORRECTIONS CENTER and the JDC (e.g. advertising, job posting costs)
- Reasonable travel and lodging expenses for QCHC corporate staff engaged in training and/or direct performance of inmate or healthcare services at the BALDWIN COUNTY CORRECTIONS CENTER and the JDC

Pharmacy/Medication Costs, to include:

- Costs of all prescription medications for, or kept on-site for use by, inmates/detainees of the BALDWIN COUNTY CORRECTIONS CENTER and JUVENILES at the JDC
- Costs of all over-the-counter medications for, or kept on-site for use by, inmates/detainees of the BALDWIN COUNTY CORRECTIONS CENTER and JUVENILES at the JDC
- Any taxes or shipping costs
- Cost of DEA and/or any other pharmacy/medication licensing required for the BALDWIN COUNTY CORRECTIONS CENTER and the JDC

Medical Supplies, to include:

- Costs of all disposable, one-time use medical supplies for, or kept on-site for use by, inmates/detainees of the BALDWIN COUNTY CORRECTIONS CENTER and JUVENILES at the JDC
- Any taxes or shipping costs

Radiology Costs, to include:

- Costs incurred by QCHC for radiological services (x-rays, ultrasounds, etc.) performed inside the BALDWIN County CORRECTIONS CENTER for inmates/detainees of the BALDWIN County CORRECTIONS CENTER or at the JDC for JUVENILES, whether using County equipment or through a mobile radiology service, to include the cost of reading the x-ray or ultrasound

Lab Costs, to include:

- Costs of all on-site laboratory services performed for inmates/detainees of the BALDWIN County

CORRECTIONS CENTER and for JUVENILES at the JDC, including shipping and supply costs
- Cost of CLIA and/or any other required laboratory licensing for the BALDWIN COUNTY CORRECTIONS CENTER and the JDC

Waste Removal, to include:

- Fees charged by a professional medical waste removal service, including any taxes

Medical Equipment, to include:

- Costs of all equipment, to include costs for maintenance and service, used inside the BALDWIN County CORRECTIONS CENTER for the provision of healthcare services to the inmates/detainees of the BALDWIN County CORRECTIONS CENTER or for JUVENILES at JDC, with a per unit/item cost of less than $500, to the extent that such equipment, maintenance, and repair is not provided by the County
- Costs of all equipment, to include costs for maintenance and service, used inside the BALDWIN County CORRECTIONS CENTER for the provision of healthcare services to the inmates/detainees of the BALDWIN County CORRECTIONS CENTER and for JUVENILES at JDC, with a per unit/item cost of greater than $500, to the extent that such equipment, maintenance, and repair is not provided by the County, and to the extent that the County agrees in advance to the purchase of such equipment, and the terms thereof
- Any taxes or shipping fees

Office Supplies and Equipment, to include:

- Costs of all office supplies used by QCHC employees, agents, and independent contractors in the BALDWIN County CORRECTIONS CENTER and at JDC related to the provision of healthcare to inmates/detainees of the BALDWIN County CORRECTIONS CENTER and JUVENILES at JDC
- Costs of all office equipment, such as desks, chairs, lamps, tables, computers, printers, fax machines, scanners, etc., to include costs of maintenance and repair, used by QCHC employees, agents, and independent contractors in the BALDWIN County CORRECTIONS CENTER and JDC related to the provision of healthcare to inmates/detainees of the BALDWIN County CORRECTIONS CENTER and the JDC, to the extent such equipment is not provided by the County, and with the additional stipulation that the County must agree in advance to all office equipment purchases of greater than
$500 per unit/item
- Costs of all office utilities and services inside the BALDWIN COUNTY CORRECTIONS CENTER and the JDC, to include any and all utility bills (water, electricity, etc.), and costs of phone lines, fax lines and internet connections, to the extent such are not provided by the County
- Any taxes or shipping fees

Professional Liability Risk Management, to include:

- Any premium costs attributable on a per capita basis specifically for the inmate/detainee and JUVENILE population of the BALDWIN COUNTY CORRECTIONS CENTER and the JDC
- Attorneys' fees, up to the policy deductible/retention amount, for lawsuits arising directly from QCHC services provided at the BALDWIN COUNTY CORRECTIONS CENTER and the JDC

Electronic Medical Records (EMR) System, to include:

- Direct costs for initial set-up and monthly maintenance of an EMR system for use in the BALDWIN COUNTY CORRECTIONS CENTER and the JDC

Baldwin County Commission

Agenda Action Form

File #: 18-0747, **Version:** 1 **Item #:** IA1

Meeting Type: BCC Regular Meeting
Meeting Date: 8/7/2018
Item Status: Addendum
From: Andrea Roberson, Personnel Director
Submitted by: Andrea Roberson, Personnel Director

ITEM TITLE
Change in Blue Cross Blue Shield Benefit

STAFF RECOMMENDATION
Approve the change in benefits for Blue Cross Blue Shield health insurance to exclude CVS Pharmacy from the Rx Network to be effective no sooner than September 1, 2018, and approve the Chairman to execute the Amendment to Enrollment Agreement.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Recommendation by Cobbs Allen to exclude CVS Pharmacy from the Blue Cross Blue Shield Rx Network in order to reduce drug cost to the Baldwin County Self Insurance Plan.

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 Click or tap to enter a date.

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: Personnel - Implement Changes

BlueCross BlueShield of Alabama

An Independent Licensee of the Blue Cross and Blue Shield Association

Amendment to Enrollment Agreement

Customized BCBSAL Plan

Group Name:	Baldwin County Commission	**Financial:**	Self Funded
Group Number:	42257 | Baldwin County Commission	**Divisions:**	All
Corporate Code:	[redacted]	**Document Type:**	Benefit Change
Effective Date:	9/1/2018		

PHYSICAL ADDRESS

Address 1:	322 Courthouse Sq	**City:**	Bay Minette
Address 2:		**State:**	AL
County:	Baldwin	**Zip:**	36507-4809
County Code:			

BILLING ADDRESS

Address 1:	312 Courthouse Sq # 17	**City:**	Bay Minette
Address 2:		**State:**	AL
County:		**Zip:**	36507-4809

GROUP CONTACTS

	Sal.	Name	Title	Telephone
Billing:	MR	Bo Bonner		(251) 239-4304
Benefits:	MR	Bo Bonner		(251) 239-4304
Decision:	MS	Andrea Roberson		(251) 580-1635

BCBSAL REPRESENTATIVES

	Name	Telephone	Email
District Sales Rep:	Tim Hudnall	251/460-4499	thudnall@bcbsal.org
District Account Manager:	Will Lyles	251/533-6723	willlyles@bcbsal.org
District Service Rep:	Lewana Lewis Maidstone	251/943-9222	lmaidstone@bcbsal.org

County:		**District Office:**	Mobile
Group IRS ID Number:	[redacted]	**Legal Plan Year Begins On:**	01/01/2019

Blue Cross and Blue Shield of Alabama's Identification Numbers

National Association of Insurance Commissioners	Employer Identification Number
[redacted]	[redacted]

Pharmacy Changes

Group is changing pharmacy network to PreferredONE (Walgreens Anchor).

Specialty Networks

Prime Therapeutics Specialty Pharmacy Network is changing its name to Pharmacy Select Network.

Special Instructions

All other arrangements remain the same.

Riders and codes are for internal use only.

	Will Lyles
Customer Signature Authorized Representative	Blue Cross and Blue Shield of Alabama Representative
	DAM
Title	Title
	7/16/2018
Date	Date