

Baldwin County Commission



Work Session Meeting Agenda Monday, October 4, 2021 8:30 AM

Baldwin County Foley Satellite Courthouse
Large Meeting Hall
201 East Section Avenue
Foley, Alabama 36535

Regular Meeting Agenda Tuesday, October 5, 2021 8:30 AM

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

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

Public hearings commence at 8:30 AM.

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

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

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

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

WELCOME BY CHAIRMAN, INVOCATION AND PLEDGE OF ALLEGIANCE

A ADOPTION OF MINUTES

September 21, 2021, Regular Meeting
September 22, 2021, Special Meeting (BOE Tax Election)
September 28, 2021, Special Meeting (BOE Tax Election)

B ACTION ITEMS

BA ADMINISTRATION

- | | | |
|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|
| BA1 | Association of County Commissions of Alabama (ACCA) 2021-2022
Legislative Committee Appointment | <u>22-0035</u> |
| BA2 | Baldwin County Animal Control Advisory Board - Board Appointment(s) | <u>22-0005</u> |
| BA3 | Perdido Bay Water, Sewer and Fire Protection District - Board
Appointment(s) | <u>22-0063</u> |
| BA4 | Sale of Baldwin County Coliseum Property to the City of Robertsdale,
Alabama | <u>22-0008</u> |
| BA5 | Renewal of Intergovernmental Service Agreements with Municipalities for
the Use of County Voting Machines and the Services of the County Voting
Machine Custodian and Employees for Municipal Elections | <u>22-0022</u> |

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- BA6** Request to the Baldwin County Legislative Delegation Regarding Compensation and Minimum Qualifications Criteria for Baldwin County Coroner [22-0016](#)
- BA7** Resolution #2022-001 - Appropriation from the Commission Discretionary Fund - Mobile Bay Area Veterans Day Commission, Inc. [22-0009](#)
- BA8** Baldwin Regional Area Transit System Hub Property Located in Foley, Alabama - Termination of Lease Agreement, Acceptance of Property from City of Foley and Reciprocal Easement Agreement [22-0033](#)
- BC ARCHIVES AND HISTORY**
- BC1** Gulf Coast Resource Conservation and Development Council Grant Acceptance - Baldwin County Historic Driving and Walking Tour App (Phase III) [22-0056](#)
- BC2** Request from Baldwin County High School - Cross Country Championships Event at Bicentennial Park [22-0021](#)
- BE BUDGET/PURCHASING**
- BE1** Competitive Bid #WG20-51A - Provision of Roadside Litter Collection Services from County Right-of-Ways within the Unincorporated Areas of Baldwin County, Alabama for the Baldwin County Commission [22-0024](#)
- BE2** Purchase of Credit Card Processing Equipment and Merchant Services Agreement for the Laundry Machines located at Live Oak Landing RV Park [22-0017](#)
- BE3** Request for Proposals (RFP) for Online Tax Sale Services for the Baldwin County Commission [22-0023](#)
- BE4** *Quote for the Purchase and Installation of a New 20,000-pound Boat Lift for the Marine Police Boat House Located at the Live Oak Landing Park for the Baldwin County Commission [22-0025](#)
- BE5** Competitive Bid #WG22-05 - Purchase of One (1) New 2021 Ford Expedition XLT 4X4 or Equivalent for the Baldwin County Commission [22-0074](#)
- BJ ELECTED OFFICIALS**
- BJ1** Fiscal Year 2021-2022 Agreement for Community Traffic Safety Program Grant Participation [22-0027](#)
- BJ2** Request to Submit Alabama Department of Public Health (ADPH) Detection and Mitigation of COVID-19 in Confinement Facilities Grant Application [22-0055](#)
- BM FINANCE AND ACCOUNTING**
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- BM2** Association of County Commissions of Alabama (ACCA) Workers' Compensation Self Insurers' Fund - Continuance of Coverage [22-0032](#)
- BN HIGHWAY**
- BN1** Acceptance of Real Property for Various Highway Department Projects [22-0039](#)
- BN2** Case No. S-20033 - The Grove of Elberta (Re-Sub of Lot 1) - Road Acceptance [22-0018](#)
- BN3** Fiscal Year 2022 Resurfacing Projects - Group 1 - Request for Permission to Advertise [22-0040](#)
- BN4** License Agreement #21014 - Perdido Street - Right-of-Way [22-0047](#)
- BO JUVENILE DETENTION**
- BO1** Agreement with Baldwin County Board of Education Concerning Allocation of the Neglected and Delinquent Youth Fund [22-0062](#)
- BQ PERSONNEL**
- BQ1** Animal Shelter - Employment of One (1) Animal Control Technician Position [22-0041](#)
- BQ2** CIS Department - Employment of One (1) Systems Administrator Position [22-0043](#)
- BQ3** Highway Department (Bay Minette) - Promotion of Employee [22-0042](#)
- BQ4** Juvenile Detention Center - Employment of One (1) Detention Technician Position [22-0044](#)
- BQ5** Parks Department - Personnel Changes [22-0045](#)
- BQ6** Revenue Commission - Employment of One (1) Assessment Support Technician I Position [22-0046](#)
- BQ7** Personnel Department - MedOne, LC Pharmacy Benefit Administration Services Agreement [22-0049](#)
- BR PLANNING AND ZONING**
- BR1** Support for Baldwin County Water Monitoring Network Restore Project Submittal [22-0060](#)
- BR2** Planning Jurisdiction Agreement with the City of Orange Beach [22-0059](#)

C PRESENTATIONS

CA GENERAL

- CA1** Miss Alabama 2021, Lauren Bradford [22-0065](#)
- CA2** Proclamation - Domestic Violence Awareness Month - October 2021 [22-0012](#)
- CA3** Proclamation - Archives Month - October 2021 [22-0020](#)
- CA4** Proclamation - Customer Service Week - October 4-8, 2021 [22-0026](#)

D PUBLIC HEARINGS

E COMMITTEE REPORTS

EA FINANCE/ADMINISTRATION DIVISION

- EA1** Payment of Bills [22-0037](#)
- EA2** Notification of Interim Payments Approved by Clerk/Treasurer as Allowed Under Policy 8.1 [22-0036](#)

F DISCUSSION ITEMS

FA ADMINISTRATION

- FA1** Commercial Lease Agreement with James A. Black and Elizabeth A. Black for Property in Loxley for the Baldwin County Library Cooperative [22-0038](#)

FF BUILDING INSPECTION

- FF1** Citizenserve Portal - New Tools Available for Citizens [22-0053](#)

G COMMISSIONER REQUESTS

H ADDENDA

HA GENERAL

- HA1** Amendment to Memorandum of Agreement Between the Alabama Department of Public Health and Baldwin County Commission [22-0079](#)
- HA2** Baldwin County Library Board - Board Appointment(s) [22-0085](#)

I ADMINISTRATIVE REPORT

J COUNTY ATTORNEY'S REPORT

K PUBLIC COMMENTS

L PRESS QUESTIONS

M COMMISSIONER COMMENTS

N ADJOURNMENT



Baldwin County Commission

Agenda Action Form

File #: 22-0035, **Version:** 1

Item #: BA1

Meeting Type: BCC Regular Meeting

Meeting Date: 10/5/2021

Item Status: New

From: Wayne Dyess, County Administrator

Submitted by: Keri Green, Commission Executive Assistant

ITEM TITLE

Association of County Commissions of Alabama (ACCA) 2021-2022 Legislative Committee Appointment

STAFF RECOMMENDATION

Action Item with discussion needed

Select Commissioner **TBD** as the Baldwin County Commission's representative to the 2021-2022 Association of County Commissions of Alabama (ACCA) Legislative Committee.

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:

Submit selected person's name via email only to:

Ms. Lisa Fiore, lfiore@alabamacounties.org

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

ACCA LEGISLATIVE COMMITTEE NOMINEE FORM

On _____ (date), by majority vote of the
_____ (county) County Commission,
Judge / Chairman / Commissioner (circle one)
_____ (name) was appointed to serve
on the 2021-2022 ACCA Legislative Committee.

Signature _____
County Administrator

*Please return this form to Lisa Fiore by email (lfiore@alabamacounties.org) or fax
(334-263-7678) before the August 1, 2021, deadline.*

Nomination Process

ACCA Legislative Committee

Proposed process to be effective following amendment of ACCA By-Laws on Aug. 24, 2017

Beginning in August of 2018 and each August thereafter, the County Commissions will be provided the opportunity to submit a nominee for service on the ACCA Legislative Committee. The nominee from each county may be submitted only after approval by majority vote of the membership of the commission. The ACCA staff will provide the membership with a form for reporting the nominee.

Should a county fail to report a nominee by August 1, the county's nominee will be appointed by the Association's Officers. Such nominees will be selected from one of the following:

- A past president of the Association who serves on the county commission.
- The county-wide elected chair or probate-judge chair of the commission.
- The member of the commission who is then-serving as chair.
- Another member of the commission who expresses interest in serving.

Because the proposed amendments to the By-Laws establishing 67 members for the Legislative Committee cannot be adopted until the business session scheduled for August 24, 2017 it is necessary to provide for a separate process for the selection of the 2017-2018 Legislative Committee.

The 2017-2018 Legislative Committee will consist of those nominees reported to the Association by August 15, 2017 and those nominees appointed by the Association's officers using the criteria outlined above for future nominees selected by the officers. The 2017-2018 Legislative Committee will be reported to the membership no later than August 31, 2017.



Baldwin County Commission

Agenda Action Form

File #: 22-0005, **Version:** 1

Item #: BA2

Meeting Type: BCC Regular Meeting

Meeting Date: 10/5/2021

Item Status: New

From: Commissioner James E. Ball, District 1; Commissioner Billie Jo Underwood, District 3

Submitted by: Anu Gary, Administrative Services Manager

ITEM TITLE

Baldwin County Animal Control Advisory Board - Board Appointment(s)

STAFF RECOMMENDATION

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

- 1) Accept the resignation of Ms. Kim Gantt and thank her for her service on the board; and
- 2) Appoint Ms. Christie Davis as a member of the board (as District I Commissioner's designee) to fill the vacant place seat formerly held by Ms. Kim Gantt for a pro-rata reduced four (4) year term, said term to commence on October 5, 2021, and expire on February 7, 2023; and
- 3) Accept the resignation of Mr. Joseph Palmer, effective September 4, 2020, and thank him for his service on the board; and
- 4) Accept the resignation of Mr. Tom Hayden and thank him for his service on the board; and
- 5) Appoint Ms. Joline M. Beedy as a member of the board (as District III Commissioner's designee) to fill the vacant place seat formerly held by Mr. Tom Hayden for a pro-rata reduced four (4) year term, said term to commence on October 5, 2021, and expire on February 7, 2023.

BACKGROUND INFORMATION

Previous Commission action/date: January 7, 2020 - Last BCC appointment to the board.

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

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

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

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

The Board shall be composed of the following:

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

Qualifications for Board members:

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

Staff has verified the appointees meet the qualifications to be appointed to the board.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration - Appointment letters to:

Appointment letter(s) to:

Ms. Christie Davis
312 Courthouse Square, Suite 11
Bay Minette, Alabama 36507

Ms. Joline M. Beedy
11140 Thistle Road
Fairhope, AL 36532
Joline.beedy@regions.com <mailto:Joline.beedy@regions.com>
251-463-0040

Thank you letter(s) to:

Ms. Kim Gantt
601 Hilton Avenue
Bay Minette, Alabama 36507

Dr. Joseph Palmer, DVM
Post Office Box 576
Bay Minette, Alabama 36507

Mr. Tom Hayden
16358 Tempest Drive
Foley, Alabama 36535

cc: Wayne Dyess
Wesley Majors
Commissioner James E. Ball
Commissioner Billie Jo Underwood

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

Additional instructions/notes: N/A

George Majors

From: Abby Brown
Sent: Monday, April 19, 2021 11:04 AM
To: George Majors
Subject: Joseph Palmer-Resign

-----Original Message-----

From: Joseph Palmer <jpalmerdvm@gmail.com>
Sent: Friday, September 4, 2020 11:30 AM
To: Abby Brown <Abby.Moorer@baldwincountyal.gov>
Subject: Re: Reminder

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

To whom it may concern,

I, Joseph Palmer, due to time constraints would like to resign my position on the Baldwin County animal shelter advisory board.

Thank you for allowing me to serve.

Joseph Palmer

Sent from my iPhone

> On Aug 6, 2020, at 5:34 PM, Abby Brown <Abby.Moorer@baldwincountyal.gov> wrote:

>

> Meeting Password: BCAS2020

>

> Sent from my iPhone

>

> On Aug 6, 2020, at 2:37 PM, Abby Brown

<Abby.Moorer@baldwincountyal.gov<mailto:Abby.Moorer@baldwincountyal.gov>> wrote:

>

> Good Afternoon All,

>

> This is a friendly reminder about our Advisory Board Meeting tonight at 6:00pm via Zoom. If you have any questions please feel free to contact me.

>

> Thank you,

>

> Abby M. Brown

> Office Manager

> 15050 County Road 49

> Summerdale, AL 36580

> Phone: 251-972-6834 Ext: 6883

> Email: abby.brown@baldwincountyal.gov<mailto:abby.brown@baldwincountyal.gov>

>

BALDWIN COUNTY ANIMAL CONTROL ADVISORY BOARD

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

Board Information:

Board established by the Baldwin County Commission (BCC) at its regular meeting of August 1, 2017, by adoption of Resolution #2017-122. The Board serves only in an advisory capacity to make advisory recommendations to the BCC.

Eleven (11) member board, all members shall be appointed by the BCC.

Each member shall be a qualified elector in and resident of Baldwin County, Alabama.

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

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

The Board shall be composed of the following:

Eight (8) members designated by the BCC, with each Commissioner to recommend two (2) members; and

One (1) member designated by the Baldwin County Sheriff; and

One (1) member designated by the Baldwin County District Attorney; and

One (1) practicing veterinarian licensed by the Alabama State Board of Veterinary Medical Examiners designated by the BCC.

DESIGNATED BY	MEMBERS	APPOINTED/REAPPOINTED	TERM OF OFFICE	EXPIRATION DATE
Dist. 1 Commissioner	Kim Gantt 601 Hilton Avenue Bay Minette, AL 36507	Re-appointed 04/16/2019 for a pro-rata reduced term to continue from 02/05/2019	Term of BCC	02/07/2023
Dist. 1 Commissioner	Joseph Palmer, DVM Post Office Box 576 Bay Minette, AL 36507	Re-appointed 04/16/2019 for a pro-rata reduced term to continue from 02/05/2019	Term of BCC	02/07/2023
Dist. 2 Commissioner	John Richard Sute 10275 County Road 64 Daphne, AL 36526	Appointed 01/07/2020 for a pro-rata reduced term to replace Kathy Gray 01/07/2020 Accepted the resignation of Kathy Gray, effective 09/24/2019 and thanked her for her prior service	Term of BCC	02/07/2023
Dist. 2 Commissioner	David Campbell, DVM c/o Central Baldwin Veterinary Hospital 23355 Pet Drive Robertsdale, AL 36567	Appointed 04/16/2019 for a pro-rata reduced term to replace Dusty Feller 04/16/2019 Thanked Dusty Feller for his prior service	Term of BCC	02/07/2023
Dist. 3 Commissioner	Tom Hayden 16358 Tempest Drive Foley, AL 36535	Appointed 04/16/2019 for a pro-rata reduced term to replace Beth Taylor 04/16/2019 Thanked Beth Taylor for her prior service	Term of BCC	02/07/2023
Dist. 3 Commissioner	Shannon Hesse 19246 Fairfax Drive Fairhope, AL 36532	Appointed 04/16/2019 for a pro-rata reduced term to replace Jennifer M. Blanchard 04/16/2019 Thanked Jennifer M. Blanchard for her prior service	Term of BCC	02/07/2023

BALDWIN COUNTY ANIMAL CONTROL ADVISORY BOARD – Cont.

DESIGNATED BY	MEMBERS	APPOINTED/REAPPOINTED	TERM OF OFFICE	EXPIRATION DATE
Dist. 4 Commissioner	Jan Brereton 8064 Bayview Drive Foley, AL 36535	Re-appointed 04/16/2019 for a pro-rata reduced term to continue from 02/05/2019	Term of BCC	02/07/2023
Dist. 4 Commissioner	Mike Graham 559 South Section Street Fairhope, AL 36532	Appointed 04/16/2019 for a pro-rata reduced term to replace Abby Pruet 04/16/2019 Thanked Abby Pruet for her prior service	Term of BCC	02/07/2023
BC Sheriff	Derek Boone 274 Ogden Court Foley, AL 36535	Re-appointed 04/16/2019 for a pro-rata reduced term to continue from 02/05/2019	Term of BCC	02/07/2023
BC District Attorney	Amy Jernigan Parlier 21786 County Road 87 Robertsdale, AL 36567	Appointed 07/16/2019 for a pro-rata reduced term to replace Lauren Ollinger	4 Years	02/07/2023
At Large Appointment (Practicing Veterinarian)	Dr. Babette Dixon c/o Colony Animal Clinic 359 Morphy Avenue Fairhope, AL 36532	Re-appointed 04/16/2019 for a pro-rata reduced term to continue from 02/05/2019	Term of BCC	02/07/2023

REVISED: 01/07/2020 me



Baldwin County Commission

Agenda Action Form

File #: 22-0063, **Version:** 1

Item #: BA3

Meeting Type: BCC Regular Meeting

Meeting Date: 10/5/2021

Item Status: New

From: Wayne Dyess, County Administrator

Submitted by: Kristen M. Rawson, Assistant Administrative Services Manager

ITEM TITLE

Perdido Bay Water, Sewer and Fire Protection District - Board Appointment(s)

STAFF RECOMMENDATION

Related to the Perdido Bay Water, Sewer and Fire Protection District Authority, take the following actions:

- 1) Accept the resignation of Dr. Rucker Staggers, as a member of the Board of Directors and thank him for his prior civic service.
- 2) Appoint Mr. Lee Hoffman as a member of the Board of Directors to fill the vacant place seat formerly held by Mr. Rucker Staggers, for a pro-rate reduced four (4) year term, said term to commence on October 5, 2021, and expire on October 6, 2025; and

BACKGROUND INFORMATION

Previous Commission action/date: December 1, 2020 - Last BCC action

Background:

PART I - GENERAL BACKGROUND:

The Perdido Bay Water, Sewer and Fire Protection District is a public corporation established in 1976, pursuant to Act No. 20, 1970 Special Session of the Legislature of Alabama, which is now codified at §11-89-1, et seq., Code of Alabama, 1975. Further, when the Perdido Bay Water, Sewer and Fire Protection District was established in 1976, the Board of Directors was composed of thirteen (13) members. Today, this District is composed of a five (5) member Board of Directors appointed by the County Commission to serve, respectively, terms of four (4) years each. Please note that there remain required qualifications set forth in §11-89-6, et seq., Code of Alabama, 1975, for citizens to be appointed to the District.

The required qualifications are:

- 1) Nominee must be a duly qualified elector (i.e. registered voter) in Baldwin County.
- 2) Nominee must be a subscriber on the District System (i.e. member of the corporation).
- 3) Nominee cannot be an officer of the State, County or municipality during tenure of office.

Lastly, there is a provision in §11-89-6, et seq., Code of Alabama, 1975, which requires appointments be made no earlier than thirty (30) days prior to the date such person will take office.

PART II - BACKGROUND APPOINTMENT(S):

The Perdido Bay Water, Sewer and Fire Protection District has proposed for Mr. Lee Hoffman to be appointed as a member of the Board of Directors. Through correspondence from the Perdido Bay Water, Sewer and Fire Protection District, staff has verified that Mr. Hoffman is 1) a duly qualified elector (i.e. registered voter) of Baldwin County, Alabama, 2) a subscriber or member of the corporation, and 3) is not an officer of the State, County or municipality.

Therefore, staff confirms Mr. Hoffman meets the requirements set forth in §11-89-6, et seq., Code of Alabama, 1975, to be re-appointed to the Board of Directors of the Perdido Bay Water, Sewer and Fire Protection District.

Staff asserts this appointment is at the discretion of the County Commission and the Commission can either appoint Mr. Hoffman or another qualified citizen of its choice.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Commission Administration staff

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

Administration staff prepare correspondence as follows:

Send thank you letter to:

Dr. Rucker Staggers
6666 Shore Drive
Elberta, Alabama 36530

Send appointment letter to:

Mr. Lee Hoffman
34148 Kathryn Drive
Lillian, Alabama 36549

Send copies of letters to:

Ms. Jean Ray
Madam Chairman, Board of Directors
Perdido Bay Water District
28171 Freshwater Lane
Elberta, Alabama 36530

Additional instructions/notes: Update current board list and upload to BCAP

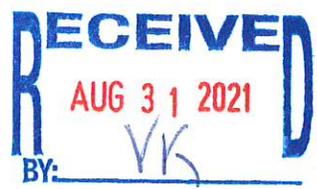
413cc
WD
RC



PERDIDO BAY
WATER, SEWER AND FIRE PROTECTION DISTRICT

28171 FRESHWATER LANE * ELBERTA, AL 36530
Phone (251) 987-5816 * Fax: (251) 987-5836

July 27, 2021



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

Re: Appointment to the Perdido Bay Water, Sewer & Fire Protection District's Board of Directors.

Dear Mr. Chairman:

The Perdido Bay Water, Sewer and Fire Protection District's Board of Directors respectfully request that the Baldwin County Commission appoint Mr. Lee Hoffman to fill the unexpired term of Dr. Rucker Staggers, who has tendered his resignation. Mr. Hoffman resides at 34148 Kathryn Drive in Lillian, AL 36549 and is a member of the Corporation. He is also a registered voter in Baldwin County, and is not an officer of the State, County or Municipality.

Your consideration of this matter will be greatly appreciated.

Sincerely,

Jean Ray
Madam Chairman, Board of Directors
Perdido Bay Water District

PERDIDO BAY WATER, SEWER & FIRE PROTECTION DISTRICT

**28171 Freshwater Lane
Elberta, Alabama 36530
(251) 987-5816**

General Board Information:

Appointed by Baldwin County Commission
Five (5) members

Term of each member is Four (4) years

Appointments must be made not earlier than thirty (30) days prior to expiration of applicable term

Each place seat may be numbered to stagger the terms of each member at two (2), three (3) or four (4) year terms

All members must be qualified electors of Baldwin County and not an officer of the state, county or municipality during term

Compensation of Board Members: Chairman \$750 annually; Other Board Members \$25 per meeting attended

Originally established during November 2, 1976, regular meeting

Statutory Authority - §11-89-1, et seq., *Code of Alabama 1975*

Further Reference - Corporation Book 26, p. 860, et seq., Office of Judge of Probate of Baldwin County, Alabama

& Real Property Book 341, p. 1588, et seq., Office of Judge of Probate of Baldwin County, Alabama

& Miscellaneous Book 93, p. 291, et seq., Office of Judge of Probate of Baldwin County, Alabama

MEMBERS	APPOINTED/REAPPOINTED	TERM OF OFFICE	EXPIRATION DATE
Larry Chason 30528 Magnolia Street Elberta, AL 36530 Mailing: Post Office Box 3102 Daphne, AL 36526	Reappointed 06/16/2020 term to continue from 05/31/2020	4 years	05/31/2024
Jean Ray 12154 County Road 99 Lillian, AL 36549 (251) 962-7412	Reappointed 10/01/2019 term to commence 11/01/2019	4 years	10/31/2023
Rucker Staggers 6666 Shore Drive Elberta, AL 36530	Reappointed 10/03/2017 for a pro-rata reduced term	4 years	09/30/2021
Darrell Crase 8225 Mobile Avenue Elberta, AL 36530	Reappointed 12/01/2020 term to commence 12/31/2020	4 years	12/31/2024
Joe Woods 6659 East Quarry Drive Elberta, AL 36530	Reappointed 06/05/2018 term to commence 06/30/2018	4 years	06/30/2022

REVISED: 12/01/2020 akc



Baldwin County Commission

Agenda Action Form

File #: 22-0008, **Version:** 1

Item #: BA4

Meeting Type: BCC Regular Meeting

Meeting Date: 10/5/2021

Item Status: New

From: Ron Cink, Budget Director

Submitted by: Anu Gary, Administrative Services Manager

ITEM TITLE

Sale of Baldwin County Coliseum Property to the City of Robertsdale, Alabama

STAFF RECOMMENDATION

Related to the Baldwin County Coliseum property, a County-owned property located on Fairground Road in Robertsdale, Alabama, take the following actions:

- 1) Approve and authorize the Chairman to execute a Purchase and Sale Agreement between the Baldwin County Commission and the City of Robertsdale, for the City to purchase the Baldwin County Coliseum property from the County, in the amount of \$2,200,000; and
- 2) Authorize the Chairman to execute an Assignment of Real Estate Lease for County to assign all of its rights, duties and obligations under the Cattle and Fair Lease to the City of Robertsdale and the City to accept the same; and
- 3) Authorize the Chairman to execute the Statutory Warranty Deed and any other closing documents necessary regarding the sale of the above listed real property.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Robertsdale City Council met on August 16, 2021, to consider the approval of the Purchase and Sale Agreement, for the City to purchase the Baldwin County Coliseum Property from the County, in the amount of \$2,200,000.00.

The Baldwin County Coliseum has been utilized as a shelter for the public and as an emergency management support facility ("EMSF"). The City of Robertsdale agrees that the property will continue to be made available as an EMSF upon request by the County and without restriction.

FINANCIAL IMPACT

Total cost of recommendation: Incoming revenue \$2.2M

The County will pay (a) one-half (1/2) of any escrow fee which may be charged by the Title Company, (b) one-half (1/2) of the premium for an owner's title policy, and (c) the costs of curing all title objections for which Seller is responsible under the Purchase and Sale Agreement.

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, County Attorney has drafted the agreement.

Reviewed/approved by: County Attorney has reviewed and approved documents 09/28/2021 akg

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Ron Cink will provide the original Agreement signed by Robertsdale to Admin. Admin. will have Purchase and Sale Agreement signed by Chairman.

Mail and email:

- 1) Copy of fully executed Purchase and Sale Agreement
- 2) Original Assignment of Real Estate Lease Agreement (to be executed by Robertsdale first) to:

The Honorable Charles H. Murphy
Mayor

City of Robertsdale
ATTN: Shannon Burkett, City Clerk
P.O. Box 429
Robertsdale, Alabama 36567

Charles.Murphy@gulftel.com
shannonburkett@robertsdale.org

cc: Ron Cink
Cian Harrison
Wayne Dyess
Brad Hicks - bhicks@stonecrosby.com
Laura Coker - lcoker@stonecrosby.com <<mailto:lcoker@stonecrosby.com>>

Once we have all fully executed documents, upload fully executed Agreement and Exhibits to BCAP and mail back to Robertsdale.

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

Add fully executed Purchase and Sale Agreement to Deed Book (BC Coliseum Property).

After closing, do follow up agenda item which makes all fully executed documents (Statutory Warranty Deed and any other closing documents necessary regarding the sale of the above listed real property), a part of the record. Contact person for closing information: Ron Cink

Add final executed documents to Deed Book along with agenda items and minutes excerpts and move the BC Coliseum Property from Active Deed Books to Conveyance Book (under Deeds).

Additional instructions/notes: N/A

4. Title Insurance.

a. Seller shall furnish to Buyer, at Buyer's expense, an owner's title insurance commitment issued by or through the Title Company insuring the Property to Buyer in an amount equal to the Purchase Price (the "Title Commitment"). Said Title Commitment shall be delivered to Buyer not later than thirty (30) days from the Effective Date of this Agreement, unless Buyer and Seller mutually agree in writing to extend said deadline.

b. In the event of any defects in Seller's title which renders it unmarketable, Buyer shall notify Seller in writing on or before the fifteenth (15th) day before expiration of the Due Diligence Period of any such defects and, thereafter, Seller shall have thirty (30) days within which Seller may, at Seller's option, perfect title or cure such defects in the title. In the event Seller is unable or unwilling to cure any defect in the title to the Property, then notwithstanding anything in this Agreement to the contrary, Buyer may either (i) elect to rescind this Agreement, in which case Seller shall refund the Earnest Money to Buyer and the parties shall have no further liability hereunder; (ii) elect to accept the defect in title and close on the acquisition of the Property with said defect(s); or (iii) elect to undertake to cure the defect themselves at Buyer's expense in which case Seller will reasonably cooperate with Buyer's effort and extend this Agreement for a reasonable time under the circumstances. All alleged defects approved by Buyer or subsequently waived shall hereinafter be deemed to be Permitted Exceptions.

5. Permitted Exceptions. The Property shall be conveyed to Buyer subject to all ad valorem taxes and assessments for the then current year and all subsequent years thereafter, all easements, restrictions, reservations, rights-of-way and other matters of record in the Probate Office of Baldwin County, Alabama, all zoning ordinances pertaining to the Property, all mineral and mining rights not owned by Seller, any matters revealed by the Title Commitment in accordance with Paragraph 4b, restrictions on sale of the property by Buyer, reservations of use as an emergency management support facility in accordance with Paragraph 12, and any restrictions on use or sale due to compliance with federal, state or local law in accordance with Paragraph 11 (collectively, the "Permitted Exceptions").

6. Closing. The Closing will be held at the office of the Title Company on _____, 2021, unless the parties agree otherwise. Closing may be held at such other place or such earlier time and date as Seller and Buyer may mutually approve.

7. Closing Costs. Seller will pay (a) one-half (1/2) of any escrow fee which may be charged by the Title Company, (b) one-half (1/2) of the premium for an owner's title policy, and (c) the costs of curing all title objections for which Seller is responsible under this Agreement. Buyer will pay (a) one-half (1/2) of any escrow fees charged by the Title Company, (b) one-half (1/2) of the premium for an owner's title policy, (c) all applicable transfer taxes, if any, documentary stamp taxes and similar charges relating to the transfer of the Property, (d) the fees for recording the statutory warranty deed, if any, (e) the premium for any owner's title policy and endorsements obtained by Buyer at Closing, (f) the cost of Buyer's inspections of the Property, and

(g) the cost of the any survey of the Property that Buyer may obtain. Buyer and Seller will each be responsible for its own attorneys' fees.

8. Prorations. All valorem taxes, rents and other items of income and expense applicable to the Property shall be prorated between Buyer and Seller as of 11:59 p.m. on the date prior to Closing. If, on such date, the rate of taxes or amount of assessment is undetermined, such taxes shall be prorated on the basis of the rate or amount applicable for the next preceding year and promptly re-prorated upon issuance of final bills therefor.

9. Due Diligence. Buyer shall have shall have a period of ninety (90) days following the Effective Date of this Agreement (“Due Diligence Period”) within which it shall conduct or perform such examinations of the Property and make such appraisals, surveys, and other non-invasive tests or inspections, including, but not limited to, soil tests, borings, engineering studies, environmental studies, feasibility studies, topographical surveys, drainage plans, marketing studies, financial studies, utility availability investigations, Buyer’s ability to obtain building permits, and all other required permits or licenses and any approvals deemed necessary or important to Buyer to determine the suitability of the Property for the purposes of the Buyer, provided said tests shall not be so exercised as to damage the Property materially or to interfere substantially with the use or occupancy by Seller. Seller hereby grants to Buyer and its agents, representatives or assigns a license to enter onto the Property during the Due Diligence Period and to Buyer agrees to indemnify and hold Seller harmless against loss or damage from claims made by third parties resulting from Buyer’s conduct of its tests and investigations on the Property. In the event the Buyer determines that any of the aforementioned examinations, inspections, investigations, surveys or tests conducted hereunder are not acceptable or that the Property is not suitable for the purposes of the Buyer for any reason, Buyer shall have the right to terminate this Agreement. In the event Buyer so elects to terminate this Agreement, Buyer shall deliver written notice of such termination to Seller prior to expiration of the Due Diligence Period upon which all Earnest Money deposited hereunder shall be immediately returned to the Buyer and the parties shall have no further rights, duties or obligations hereunder. The Earnest Money shall become non-refundable to Buyer upon expiration of the Due Diligence Period.

10. Provision of Existing Information. Seller shall provide to Buyer within ten (10) days from the effective date of this Agreement, unless Buyer and Seller mutually agree in writing to extend the deadline for compliance, any and all existing feasibility studies, existing surveys, title policies, environmental studies, reports and data, soil and other engineering studies, and the like and all governmental permits, licenses, certificates, and other approvals in Seller’s possession or control regarding the Property.

11. Compliance. This Agreement shall be subject to all federal, state and local laws, rules and regulations. The parties acknowledge that the some or all of the improvements on the Property were constructed using federal financial assistance, including funds available through Federal Emergency Management Agency (“FEMA”) and/or other funding assistance. The parties therefore agree that this Agreement shall be subject to and conditioned upon compliance with all applicable laws, rules and regulations, including, but not limited to Title 44, Code of Federal Regulations, Chapter 1, in order to maintain compliance with such federal, state and local laws, rules and regulations.

12. Use of Property as Shelter. The City acknowledges and agrees that, prior to the Effective Date, the Property has been made available to the public as a shelter and emergency management support facility (“EMSf”) at the request of the County. The City agrees and covenants that the Property will continue to be made available as an EMSf upon request by the County and without restriction. Any and all furnishings and personal property kept within the Coliseum shall be mobile and/or easily removable in nature pursuant to the respective guidelines established by FEMA. The City shall be responsible for paying all costs associated with its use of any emergency generators located on the Property; provided, however, that any costs incurred during times when the County or the public occupies the Property as an EMSf shall be reimbursed by the County following a proper accounting of the same. The City hereby grants a non-exclusive easement to the County for the testing, maintenance, and replacement of emergency generators serving the Property and any costs associated therewith. The County agrees that it shall return the Property to its prior condition, reasonable wear and tear excepted, upon the conclusion of its use as an EMSf. Buyer’s covenant to continue use of the Property as an EMSf, pursuant to the terms and conditions set forth above, shall be evidenced by a reverter clause and easement in favor of the Seller and shall be a permitted exception in the conveyance from Seller to Buyer.

13. Government Approvals.

a. Approval by County Commission. Seller’s obligations under this Agreement are expressly conditioned on and subject to approval and appropriation of the sale of the Property by the Baldwin County Commission. In the event the sale of the Property is not approved by the Baldwin County Commission, then Seller shall have the right, in its sole discretion, to terminate this Agreement. In the event Seller so elects to terminate this Agreement, Seller shall deliver written notice of such termination to Buyer prior to the expiration of the Due Diligence Period upon which all Earnest Money deposited hereunder shall be immediately returned to the Buyer and the parties shall have no further rights, duties or obligations hereunder.

b. Approval by City Council. Buyer’s obligations under this Agreement are expressly conditioned on and subject to approval and appropriation of the purchase of the Property by the City Council of the City of Robertsdale. In the event the purchase of the Property is not approved by the State of Alabama or the City Council, or should the State of Alabama and the City Council not appropriate sufficient funds to the purchase of the Property, then Buyer shall have the right, in its sole discretion, to terminate this Agreement. In the event Buyer so elects to terminate this Agreement, Buyer shall deliver written notice of such termination to Seller prior to the expiration of the Due Diligence Period upon which all Earnest Money deposited hereunder shall be immediately returned to the Buyer and the parties shall have no further rights, duties or obligations hereunder.

14. Cattle and Fair Lease. On September 29, 2008, Seller, as lessor, entered into that certain Real Estate Lease with Baldwin County Cattle & Fair Association, Inc., as lessee, pursuant to which Baldwin County Cattle & Fair Association, Inc., leased the improvements on the Property including the finished areas of the coliseum and arena from Seller for a five (5) year term which is set to expire on September 30, 2022 (the “Cattle and Fair Lease”). A true and correct copy of

the Cattle and Fair Lease is attached hereto as Exhibit “B”. At Closing, Seller shall execute an Assignment of the Cattle and Fair Lease in substantially the form attached hereto as Exhibit “C” wherein Seller assigns all of its rights, duties and obligations under the Cattle and Fair Lease to Buyer, and Buyer accepts the same and assumes all of Seller’s rights, duties and obligations thereunder. Seller agrees to deliver possession of the Property to Buyer on the Closing date subject to the rights of Baldwin County Cattle & Fair Association, Inc. pursuant to the terms of the Lease.

15. County Fair. The City acknowledges that the Property has been used to host annual county fairs for many years prior to this agreement. For a period of twenty (20) years from the Effective Date of this Agreement, the City agrees that it will allow the Property to be used to host one (1) county fair per calendar year, for said twenty (20) years, in a manner that is substantially similar to its use during previous county fairs. As consideration for this agreement, the County will pay the City the sum of ONE HUNDRED TEN THOUSAND AND NO/100 (\$110,000.00) within sixty (60) days of the conclusion of each annual county fair. Such payments will continue for twenty (20) years unless (i) the Property is not used to host an annual county fair, or (ii) the County determines in its sole and absolute discretion that the Property is not being used to host an annual county fair in a manner that is substantially similar to its use during previous county fairs.

16. Seller’s Representations and Warranties. Seller hereby represents, warrants and covenants unto Buyer as follows:

a. Seller has good and marketable fee simple absolute title to the Property free and clear of all easements, restrictions, conditions, reservations, liens, claims or other encumbrances, other than those deemed Permitted Exceptions as provided herein.

b. Seller has the full right, power, and authority to enter into this Agreement and to cause the same to create a legal and binding obligation of Seller.

c. With the exception of the Cattle and Fair Lease, there are no oral or written lease, agreement, or Agreement to which Seller is a party in *any way* affecting or related to the Property and there are no persons possessing or having rights of possession to the Property or any portion thereof other than Seller.

d. The Property is not the subject of any representation or outstanding agreement with any party pursuant to which any such party may acquire an interest therein;

e. Seller has received no notice of taking or condemnation, actual or proposed, with respect to the Property or any portion thereof;

f. There is no pending or contemplated claim, litigation, condemnation, administrative action, or other legal proceeding involving or affecting any portion of the Property or Seller’s use, possession or ownership of the same.

g. With the exception of persons in possession of the Property pursuant to the Cattle and Fair Lease, there are no parties in possession of any portion of the Property as lessees, tenants at sufferance, trespassers or otherwise;

h. There has been no material or labor furnished for the Property for which payment has not been made, and there are no mechanic's or materialmen's claims of nonpayment or claims of liens by any contractors, subcontractors, suppliers, mechanics, materialmen or artisans with respect to any work performed on or materials furnished to the Property;

i. Between the date hereof and the closing date, Seller shall not sell, transfer, convey or mortgage the Property, or any part thereof, or take any other action, or permit any action to be taken by any other person, that might affect title to the Property or otherwise impair the value of the Property to Buyer;

j. All general real estate and ad valorem taxes assessed or imposed against the Property have been paid prior to closing (excepting only ad valorem taxes for the year in which the closing hereunder occurs that have not been billed prior to the closing date), and Seller shall furnish evidence of such payment to Buyer and the title company selected by Buyer. There are no proposed unusual changes in the real estate taxes applicable to the Property, and no special assessments exist, have been levied or are contemplated or pending against the Property;

All of the foregoing representations and warranties shall be deemed to be true as of the date hereof and shall be true on the Closing date and shall survive Closing. In the event that any of the foregoing representations or warranties should not be true during the period commencing on the date hereof and ending on the Closing date, Seller agrees to perform such actions as may be necessary to cure such defects prior to the Closing date.

17. Buyer's Post-Closing Covenants After closing, Buyer agrees and covenants that Seller shall be entitled to utilize the Property, at no cost to Seller, for ten (10) days in a calendar year, which are not required to be consecutive days. Buyer further agrees and covenants that, after Closing, it will not sell, lease, or otherwise alienate the Property without the express written approval of Seller, which Seller may grant or deny in its sole and absolute discretion. This covenant shall be evidenced by a reverter clause in favor of the Seller and shall be a permitted exception in the conveyance from Seller to Buyer.

18. Seller's Default. Upon a default by Seller, Buyer will be entitled, as its sole remedy, to receive the return of the Earnest Money, which will operate to terminate this Agreement and release Seller from any and all liability thereunder, such sum being agreed upon by the parties as liquidated damages and not a penalty, and Buyer waives any claims for damages against Seller. In the event Buyer should fail to consummate the transaction contemplated herein for any reason after expiration of the Due Diligence Period except default by Seller, or should Buyer fail to timely deposit with Seller any amounts required herein, Seller may, at Seller's option, terminate this Agreement and retain the Earnest Money which will operate to terminate this Agreement and release Seller from any and all liability thereunder, such sum being agreed upon by the parties as liquidated damages and not a penalty, and Seller waives any claims for damages against Buyer.

19. Agency Disclosure. Seller and Buyer warrant and represent unto each other that no realtors or brokers have been involved with either the Seller's decision to sell this Property or the Buyer's decision to purchase this Property.

20. Notice and Approval. All notices required or permitted to be given hereunder shall be in writing and shall be delivered to the parties at the following addresses:

If to Seller:

Baldwin County Commission
Attn: Chairman
312 Courthouse Square, Suite 12
Bay Minette, AL 36507

If to Buyer:

City of Robertsedale
Attn: Mayor
P.O. Box 429
Robertsedale, AL 36567

Notice shall be deemed to be served upon deposit in an office of the United States Postal Service, or successor governmental agency, registered or certified mail, return receipt requested, or upon receipt by a reputable overnight courier service (such as Federal Express), receipt requested, or by facsimile during regular business hours at the fax numbers set forth above.

21. Miscellaneous.

a. No Coercive Action. Seller expressly acknowledges that it is entering into this Agreement on its own accord and free will and is not entering into this Agreement as the result of any coercive action, whether by exercise of eminent domain powers or otherwise, by Buyer or any other entity.

b. Assignment. No assignment of this Agreement or any right or duty accruing under this agreement shall be made, in whole or in part, by either party, without the prior written consent of the other party, which consent shall not be unreasonably withheld.

c. Binding Effect. This Agreement shall inure to the benefit of, and shall be binding upon, each of the parties hereto, and their respective heirs, personal representatives, successors and assigns.

d. Survival. Each and every provision of this Agreement shall survive the closing and shall not be nullified or affected by the Closing.

e. Severability. If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

f. Time of the Essence -- Time is of the essence as to all matters covered in this Contract.

g. Attorney's Fees. Notwithstanding anything contained herein to the contrary, should either the Buyer or the Seller employ an attorney or attorneys to enforce any of the terms and conditions hereof, or to protect any right, title, or interest created or evidenced hereby, or to recover damages for the breach of the terms and conditions hereof, or to respond to any matter raised by the other party, the non-prevailing party in any such action shall pay to the prevailing party all reasonable costs, damages, and expenses, including reasonable attorneys' fees, expended or incurred by the prevailing party.

h. Entire Agreement. This Agreement and the documents referred to in this Agreement constitute the entire agreement between the parties and supersedes any prior contracts or agreements, and there are no other conditions, covenants or agreements which shall be binding between the parties.

i. Rule of Construction. The parties hereto acknowledge that each party and its counsel have had the opportunity to review and revise this Contract, and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

j. Governing Law; Venue. This Agreement shall be deemed to have been made in the State of Alabama, and the validity of the same, its construction, interpretation, enforcement and the rights of the parties hereunder, shall be determined under, governed by and construed in accordance with the substantive laws of the State of Alabama, without giving effect to any choice of law provisions arising thereunder. The proper venue for any action arising hereunder or relating to the subject matter of this Agreement shall lie solely in Baldwin County, Alabama.

(Signature Pages Follow)

IN WITNESS WHEREOF, Seller and Buyer have hereunto set their hands and seals, by and through their duly authorized representatives, on the date and year set forth below.

SELLER:

BALDWIN COUNTY COMMISSION

By: Joe Davis, III
Its: Chairman

ATTEST:

WAYNE DYESS
County Administrator

STATE OF ALABAMA
COUNTY OF BALDWIN

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

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

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

BUYER:

CITY OF ROBERTSDALE, ALABAMA

By: Charles Murphy
Its: Mayor

ATTEST:

Shannon Burkett
Clerk

STATE OF ALABAMA
COUNTY OF BALDWIN

I, _____, a Notary Public, in and for said County in said State, hereby certify that CHARLES MURPHY, whose name as Mayor of the City of Robertsdale, Alabama, and SHANNON BURKETT, whose name as City Clerk, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said county commission.

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

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

EXHIBIT A

Legal Description of Property

Parcel Number: 05-48-03-08-2-000-011.120

PIN: 309224

DESCRIPTION

171'(S) X 965'(S) FM SE COR OF THE NW1/4 SEC 8, RUN N 20'(S), TH W 905'(S) TO THE POB, TH CONT W 171'(S), TH N 965'(S), TH E 200'(S), TH S 935'(S), TH SW 39'(S) TO THE POB CONTAINING 4.4 ACRES LYING IN THE CITY OF ROBERTSDALE SEC 8-T6S-R4E (WD)

Parcel Number: 05-48-03-08-2-000-011.117

PIN: 300784

DESCRIPTION

238'(S) X 689'(S) FM NW COR OF THE SE1/4 OF THE NW1/4 OF SEC 8, RUN SE 1183'(S) FOR THE POB, TH N 689'(S), TH E 238'(S), TH S 689'(S), TH W 238'(S) TO THE POB CONTAINING 3.8 ACRES LYING IN THE CITY OF ROBERTSDALE SEC 8-T6S-R4E (WD)

Parcel Number: 05-48-03-08-2-000-011.118

PIN: 300785

DESCRIPTION

226'(S) X 147'(S) IRR FM SE COR OF THE SE1/4 OF THE NW1/4 SEC 8, RUN N 20'(S), TH W 586'(S) TO THE POB, TH CONT W 226'(S), TH NW 36'(S), TH N 147'(S), TH NE 21'(S), THE 253'(S), TH SE 21'(S), TH S 147'(S), TH SW 42'(S) TO THE POB CONTAINING 1.2 ACRES LYING IN THE CITY OF ROBERTSDALE SEC 8-T6S-R4E (WD)

Parcel Number: 05-48-03-08-2-000-011.121

PIN: 309228

DESCRIPTION

110'(S) X 925'(S) FM SE COR OF THE SE1/4 OF THE NW1/4 SEC 8, RUN N 20'(S), TH W 401'(S) TO THE POB, TH CONT W 110'(S), TH N 925'(S), TH E 110'(S), TH S 925'(S) TO THE POB CONTAINING 2.3 ACRES LYING IN THE CITY OF ROBERTSDALE SEC 8-T6S-R4E (WD)

1662972



STATE OF ALABAMA
COUNTY OF BALDWIN

TERMINATION OF REAL ESTATE LEASE

KNOW ALL MEN BY THESE PRESENTS: That certain Real Estate Lease by and between Baldwin County Cattle & Fair Association, Inc., and Baldwin County, Alabama, dated September 29, 2008, and recorded in the Office of the Judge of Probate of Baldwin County, Alabama, at Instrument No. 1141221, is hereby TERMINATED and CANCELLED of record.

Cattle & Fair hereby represents and warrants to Baldwin County that, after all required notices having been provided, it has taken all action deemed necessary in accordance with its by-laws, rules of procedure and any and all applicable laws, rules and regulations in approving the Termination of Real Estate Lease ("Termination") and authorizing the execution of the same. Each person signing this Termination on behalf of Baldwin County Cattle & Fair Association, Inc., represents and warrants to Baldwin County that this Termination is valid and binding and all necessary action has been taken to approve and authorize the same.

IN WITNESS WHEREOF, the undersigned have hereunto caused this instrument to be executed on this the 17th day of October, 2017.

BALDWIN COUNTY, ALABAMA

By: T. Elliott
T. CHRISTOPHER ELLIOTT
Its Chairman

ATTEST:

Ronald J. Cink
RONALD J. CINK, County Administrator



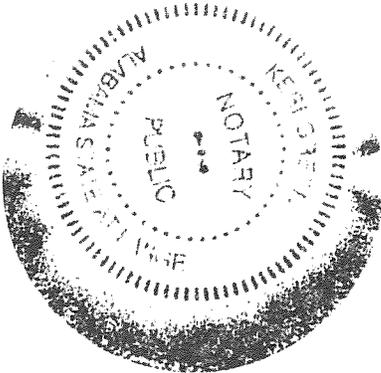
STATE OF ALABAMA

COUNTY OF BALDWIN

I, Keri Green, a Notary Public in and for said county in said state, hereby certify that T. Christopher Elliott, whose name as Chairman of the Baldwin County Commission, and Ronald J. Cink, whose name as County Administrator of the Baldwin County Commission, a political subdivision of the State of Alabama, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of such instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said commission on the day the same bears date.

Given under my hand and official seal this 17th day of October, 2017.

Keri Green
Notary Public, Baldwin County, Alabama
My Commission Expires: 11/23/19



BALDWIN COUNTY CATTLE & FAIR
ASSOCIATION, INC., an Alabama non-profit
corporation

By: George Campbell
GEORGE CAMPBELL
Its President

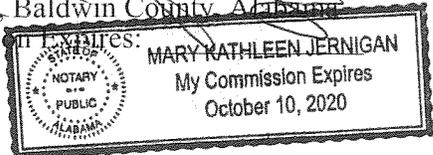
STATE OF ALABAMA

COUNTY OF BALDWIN

I, Mary Kathleen Jernigan, a Notary Public in and for said county in said state, hereby certify that George Campbell, whose name as President of Baldwin County Cattle & Fair Association, Inc., an Alabama non-profit corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal this 5th day of October, 2017.

Mary Kathleen Jernigan
Notary Public, Baldwin County, Alabama
My Commission Expires:



George Campbell
GEORGE CAMPBELL
Board Member
Baldwin County Cattle & Fair
Association, Inc.

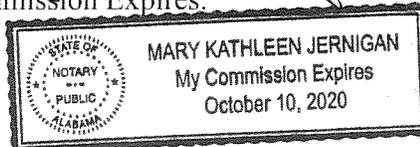
STATE OF ALABAMA

COUNTY OF BALDWIN

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

Given under my hand and seal this the 5th day of October, 2017.

Mary Kathleen Jernigan
Notary Public, Baldwin County, Alabama
My Commission Expires:



F. B. Ellison

F. B. ELLISON
Board Member
Baldwin County Cattle & Fair
Association, Inc.

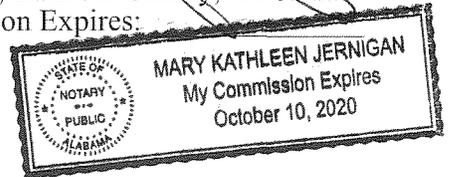
STATE OF ALABAMA

COUNTY OF BALDWIN

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

Given under my hand and seal this the 5th day of October, 2017.

Mary Kathleen Jernigan
Notary Public, Baldwin County, Alabama
My Commission Expires:



A. B. Hankins

A. B. (SONNY) HANKINS
Board Member
Baldwin County Cattle & Fair
Association, Inc.

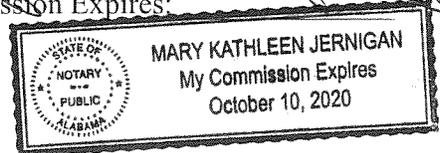
STATE OF ALABAMA

COUNTY OF BALDWIN

I, Mary Kathleen Jernigan, a Notary Public in and for said County in said State, hereby certify that A. B. (SONNY) HANKINS, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 5th day of October, 2017.

Mary Kathleen Jernigan
Notary Public, Baldwin County, Alabama
My Commission Expires:




H. L. (BUDDY) LONG
Board Member
Baldwin County Cattle & Fair
Association, Inc.

STATE OF ALABAMA

COUNTY OF BALDWIN

I, Mary Kathleen Jernigan, a Notary Public in and for said County in said State, hereby certify that H. L. (BUDDY) LONG, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 5th day of October, 2017.


Notary Public, Baldwin County, Alabama
My Commission Expires:



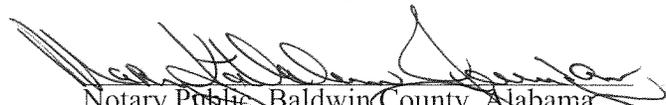

ELMER MCDANIEL
Board Member
Baldwin County Cattle & Fair
Association, Inc.

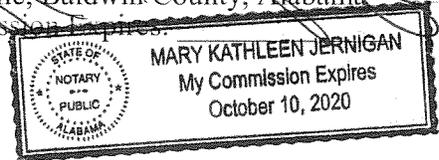
STATE OF ALABAMA

COUNTY OF BALDWIN

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

Given under my hand and seal this the 5th day of October, 2017.


Notary Public, Baldwin County, Alabama
My Commission Expires.



Robert M McMillan
ROBERT (BOB) MCMILLAN
Board Member
Baldwin County Cattle & Fair
Association, Inc.

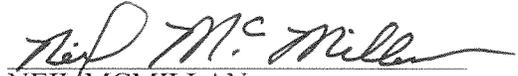
STATE OF ALABAMA

COUNTY OF BALDWIN

I, Candice Lusk, a Notary Public in and for said County in said State, hereby certify that ROBERT (BOB) MCMILLAN, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 6th day of October, 2017.

Candice Lusk
Notary Public, Baldwin County, Alabama
My Commission Expires: 07/12/2020

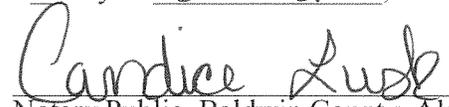

NEIL MCMILLAN
Board Member
Baldwin County Cattle & Fair
Association, Inc.

STATE OF ALABAMA

COUNTY OF BALDWIN

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

Given under my hand and seal this the 6th day of October, 2017.


Notary Public, Baldwin County, Alabama
My Commission Expires: 07/12/2020

This instrument prepared by:

DAVID J. CONNER
Blackburn & Conner, P.C.
Attorneys at Law
Post Office Box 458
Bay Minette, Alabama 36507
(251) 937-1750

REAL ESTATE LEASE

BALDWIN COUNTY, ALABAMA
TIM RUSSELL PROBATE JUDGE
Filed/cert. 10/26/2017 11:44 AM
TOTAL \$ 0.00
46 Pages

1662973

STATE OF ALABAMA)

BALDWIN COUNTY)



Parties

LEASE AGREEMENT made by and between the Lessor, whose name is Baldwin County (hereinafter referred to as "COUNTY"), and Lessee, whose name is BALDWIN COUNTY CATTLE & FAIR ASSOCIATION, INC., (hereinafter also referred to as "B.C. CATTLE & FAIR, TENANT or BCCFA").

Term of Lease

The lease term shall commence on October 1, 2017, and terminate at midnight on September 30, 2022 (5 years).

Property & Location

This lease covers the finished areas of the coliseum, arena and the subject property as it is described within the Purchase Agreement (See Purchase Agreement attached hereto as Attachment A) and as it is shown within the attached aerial photo (See photo attached hereto as Attachment B and included herein as if fully set forth) located in Baldwin County, Alabama, in the City of Robertsdale, at the address of 19477 Fairground Road, Robertsdale, Alabama 36567 (cumulatively known as the property, the leased property, the leased premises, or the facility) as of the date of full execution. Notwithstanding this provision, the subject leased property, and the use thereof, shall only include the entire finished portion of the arena and coliseum (i.e. the unfinished areas shall not be subject to this Lease), as of the date of full execution subject to the specified and limited use as identified by the attached drawing identified as Attachment C, included herein as if fully set forth, excepting entirely from this Agreement two areas: 1) at least 300+square feet of secured, finished, interior room within the Coliseum for the exclusive use of the Baldwin County Emergency Management Agency as shown on Attachment C; and 2) at least 300+ square feet of office space that will be subject to lease between the Master Gardeners Association of Baldwin County and the COUNTY, as shown on Attachment C; however, during any time that the B.C. Cattle and Fair is supplying the Master Gardeners Association reasonable and adequate office space, with the

reasonableness and adequacy to be determined by the Master Gardeners Association, and the B.C. Cattle & Fair outside of the Coliseum, then any space within the Coliseum occupied by the Master Gardeners (i.e. 300+ sq ft) can be used by the B.C. Cattle and Fair during such time of vacancy.

Rent

The annual rent shall be Fifteen Thousand Dollars (\$15,000.00) plus fifteen percent (15%) of the net revenue for any and all activities on the property excluding only the revenue received from the annual Baldwin County Fair sponsored by the BCCFA, as evidenced by financial reports as audited by either the COUNTY or a third party on a random or as-needed basis. The \$15,000.00 shall be paid in advance annual installments with the first payment due upon execution of the Lease. The fifteen percent (15%) of any and all net revenues received during the quarter (excepting only the B.C. annual fair revenues, if any) shall be remitted to the COUNTY in quarterly installments with the first full installment due 90 days (one quarter) from the date of the execution of this Agreement and automatically each quarter thereafter on the same date of the month. At no time shall the B.C. Cattle & Fair withhold any portion of rental payments as payment for any dispute, or repair made, regarding this Agreement or the subject property.

**Late Payment
Penalties**

A penalty, in the amount of ten percent (10%) of any outstanding amounts, shall be assessed and compounded each and every quarter to the extent that any portion of any payment is not received by the COUNTY by the date required herein. Said penalty shall be assessed upon any amounts unpaid. Said penalty shall be cumulative and be considered the same as, and as a portion of, the rental payment required herein. This ten percent (10%) penalty shall be assessed to any and all lease payments and/or amounts unpaid, whether or not the same is immediately or subsequently identified, whether or not the same is easily identified, or whether or not the amounts are identified later by an accounting of the records of B.C. Cattle and Fair. Notwithstanding anything herein, the COUNTY maintains the right to

consider any late or nonpayment of rents as a material default and breach of this Agreement, if not remedied within sixty (60) days.

Insurance

The COUNTY shall maintain its own fire and casualty insurance on the coliseum and arena for use of the leased premises. The B.C. Cattle & Fair shall maintain its own comprehensive general liability insurance which names the COUNTY as an additional insured for use of the leased premises. The COUNTY shall maintain general liability insurance regarding the property. The Tenant shall not maintain any hazardous materials on the leased premises.

Miscellaneous

(a) The Arena and Coliseum shall both be smoke-free facilities. Any smoking on the subject property shall be confined to areas designated by the COUNTY.

(b) Excepting service animals for those with disabilities, the Coliseum shall be an animal-free facility.

(c) B.C. Cattle and Fair shall provide immediate (i.e. within 24-hours) notice to the COUNTY of any disruption of, failure of, or damage to, without limitation, equipment, structures, utilities or any portion of the subject property. At which time, the COUNTY shall make reasonable efforts to correct the issue. At no time shall the B.C Cattle & Fair correct any disruption of, failure of, or damage to without limitation, equipment, structures, utilities or any portion of the subject property without express written authorization to do so from the COUNTY.

(d) There shall be no permanent changes, alterations, improvements, or additions to any portion of the leased property without prior written approval from the COUNTY unless expressly allowed herein with the exception of any extra electrical outlets that may be needed for activities.

(e) Any and all furnishings and personal property kept within the Coliseum shall be mobile and/or easily removable in nature pursuant to the respective guidelines established by the Federal Emergency Management Agency (FEMA).

(f) The failure of the COUNTY, to any extent, to furnish or the interruption or termination of, the services required for herein, in whole or in part, resulting from

causes beyond the reasonable control of the COUNTY, shall not render the COUNTY liable in any respect nor be construed as an eviction (constructive or otherwise) of the B.C. Cattle and Fair, nor relieve TENANT of the obligation to fulfill any covenant in this Lease.

(g) The COUNTY may reasonably create and impose building rules which may be amended from time to time. The TENANT shall make reasonable efforts to ensure that its agents, employees, invitees and visitors comply with such rules, if any. Any rules imposed by the COUNTY shall be supplied to the TENANT prior to their effectiveness and shall not be incompatible with the activities known by the Parties and anticipate to take place on the property to include, without limitation, weddings, dances, civic events, trade shows, religious events, livestock, rodeos and carnival events and those events wherein alcoholic beverages may be served, provided such complies with the Federal, State and local laws.

(h) No payment by B.C. Cattle and Fair or receipt by the COUNTY of a lesser amount than the required installment payments, including the payment to the COUNTY of fifteen percent (15%) of net proceeds, shall be deemed to be other than payment on account of the earliest rent due, nor shall any endorsement made on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and the COUNTY may accept such check or payment without prejudice to COUNTY'S right to recover the balance of such rent or pursue any other remedy. This provision shall survive the termination or expiration of this Agreement.

(i) The COUNTY reserves full authority over the property including, without limitation, the right to make changes, alterations or additions to the Property and/or Lease Premises. This right shall include all available legal rights possessed by the COUNTY in relation to COUNTY property and/or assets subject only to the restrictions contained herein provided that such authority does not conflict with FEMA Standards.

(j) The Parties shall maintain a joint calendar of any and all events and activities of the TENANT, or scheduled by the TENANT, that will utilize any portion of the subject property.

**Covenants of
B.C. Cattle & Fair**

The B.C. Cattle and Fair shall:

a) be responsible for paying all utilities used on the property to include, without limitation, the costs associated with any B.C. Cattle and Fair use of any emergency generators located on the property. Any such use shall be paid by B.C. Cattle and Fair upon the receipt of invoice given by the COUNTY. Any utility costs incurred during times when the COUNTY occupies the facility as an emergency shelter, shall be reimbursed by the COUNTY, to the extent of such use, following a proper accounting of the same.

(b) allow the COUNTY exclusive use of the coliseum and arena without charge including, without limitation, any furnishings and personal property excluding computer equipment located therein, when such use does not conflict with any previously scheduled events of the B.C. Cattle & Fair Association, excepting only times when the COUNTY has declared an emergency to exist, the County activates the property as a shelter, natural disasters and/or acts of God. During times when the COUNTY uses the property for something other than a shelter, the COUNTY shall remit to the B.C. Cattle and Fair fifteen percent (15%) of any gross proceeds or revenue actually received, as a result of such event, if any. Such amounts remitted by the County shall not be considered as a portion of rent as described herein. The County shall be responsible for damages to the personal property of B.C. Cattle & Fair, during the County's use of the facility.

B.C. Cattle & Fair further agrees to allow the entry and unrestricted use of all of the subject property including, without limitation, any furnishings and personal property, excluding computer equipment, located therein, during emergencies, disasters and/or acts of God, as needed with the exception of the B. C. Cattle & Fair Director's Office. Notwithstanding anything written herein to the contrary, if the

entire facility is needed for shelter operations, as determined by the Baldwin County Commission, then said access and unrestricted use shall apply to all areas. Should the COUNTY's use of the facility as a shelter interrupt the B.C. Cattle & Fair's annual Baldwin COUNTY Fair, then the COUNTY will reimburse to the B.C. Cattle & Fair reasonable prepaid expenses lost by B.C. Cattle & Fair that are a direct result of the COUNTY occupying the facility during such time.

Notwithstanding the above statement, any reasonable prepaid expenses reimbursable by the COUNTY and shall not include potential or lost revenue resulting from any such emergency or disaster.

(c) not assign this Lease Agreement or to sublet the demised premises, or any portion thereof, without written permission of the COUNTY. Notwithstanding this provision, nothing shall prevent the B.C. Cattle & Fair from charging necessary fees for the use of the facility and property. Notwithstanding this provision, nothing shall prevent the B.C. Cattle and Fair from providing to the City of Robertsdale ten (10) days of usage of the facility each calendar year with the terms of such usage at the discretion of the B.C. Cattle and Fair. Any proceeds or benefits as a result of said usage by the City shall not be considered as part of the rent as described herein.

(d) keep the premises clean, kept and in good order the adequacy of which will be determined by the COUNTY including, without limitation, routine repairs and maintenance. Routine repairs and maintenance shall include, without limitation, any maintenance and repairs that do not require a licensed professional, keeping the property clear of debris, keeping the property clear of garbage, and keeping the property free of vermin. A licensed professional shall include, without limitation, AL General Contractor's License, AL Plumbing and Gas Fitter's License, AL HVAC License, and AL Electrician's License. In the event of a dispute as to whether or not a repair or maintenance item is "routine" and the responsibility of the TENANT, then the COUNTY shall make the final determination. The County shall be responsible for all other repairs.

(e) ensure that the COUNTY has, at all times, any necessary security codes, keys, etc., required to fully access all interior and exterior doors, gates and areas throughout the property and facilities excluding the B.C. Cattle & Fair office excepting as authorized by the Baldwin County Commission. This provision shall survive the termination or expiration of this Agreement.

(f) permit COUNTY and their agents to enter on the premises or any part thereof at any time for the purpose of, without limitation, inspecting, examining or exhibiting same or making repairs or alterations as may be necessary for safety or preservation thereof. This provision shall survive the termination or expiration of this Agreement.

(g) surrender possession of the premises upon the termination of this lease, or any extension hereof as herein provided, in as good condition as when received, reasonable wear and tear and accidents happening by fire or other casualties excepted. This provision shall survive the termination or expiration of this Agreement.

(h) immediately surrender full possession of the property when notified by the COUNTY that the property is needed as shelter. Upon surrendering possession, if the entire leased premises are needed as a shelter or for shelter purposes, Baldwin COUNTY Cattle and Fair shall cease activities until notified by the COUNTY that reentry is allowed.

(i) be responsible for providing ground maintenance for the property;

(j) immediately (within 24 hours) notify the COUNTY EMA Director of any and all events to be held on the property, or that will cause any portion of the leased property to be used, without consideration of nature or size.

(k) in relation to their duties and use under this Agreement and their duties and use relating to the subject property, at their sole cost and expense, comply with County, State and Federal ordinances and statutes now in force or which may hereafter be in force. Any such violations, or potential violations, relating to any B.C. Cattle and

Fair duties or use of the subject property shall be remedied immediately at the cost of B. C. Cattle and Fair. Failure to remedy such violations or potential violations shall constitute a breach of this Agreement.

(l) conduct its business and to exercise reasonable efforts to control its agents, employees, invitees and visitors in such manner as not to create any damage, nuisance, or interfere with, annoy or disturb any other tenants or the COUNTY in the operation of the building. This provision shall survive the termination or expiration of this Agreement.

(m) immediately (within 24 hours) notify the COUNTY of any damage, nuisance, interference, annoyance, or disturbance. Notwithstanding any provision herein, the B.C. Cattle and Fair shall be responsible for all costs associated with any such damage, nuisance, interference, annoyance, or disturbance by, or due to, without limitation, any of its agents, employees, invitees or visitors. This provision shall survive the termination or expiration of this Agreement.

(n) shall not allow or permit any mechanic's or materialman's lien or any other lien(s) of whatsoever nature to be placed upon the leased premises or building. Nothing in this Lease shall be deemed or construed in any way as constituting the consent of the COUNTY, express or implied, to any person for the performance of any labor or the furnishing of any materials of all or part of the leased premises, nor as giving the B.C. Cattle and Fair any right, power or authority to contract for or permit the rendering of any services or furnishing thereof that would or might give rise to any mechanic's or materialman's lien or other liens against the leased premises. This provision shall survive the termination or expiration of this Agreement.

(o) shall in the event of a sale or assignment of the COUNTY'S interests in the property, or in the event of any proceedings brought for the foreclosure of, or in the event of the exercise of power to sale, the lease and all of its terms shall remain in effect.

(p) allow the County full and complete access to all electronics and all manner of communication existing within the property, excepting only personal property owned by the B. C. Cattle and Fair.

Covenants of County

The COUNTY covenants and agrees as follows:

- (a) not to discontinue any service or facility herein contracted for;
- (b) the COUNTY shall keep the leased premises in good repair and tenantable condition which includes only those repairs requiring a licensed professional to perform including, without limitation, AL General Contractor License; AL Plumbing and Gas Fitter License; AL HVAC License; AL Electricians License;
- (c) the COUNTY shall make and maintain the demised premises in a condition that is accessible to and usable by the handicapped in accordance with Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, and applicable federal regulations and standards.
- d) to be responsible for the actual testing of the emergency generators serving the property and any costs associated with such tests. Notwithstanding this provision, nothing shall cause the COUNTY to be responsible for costs associated with the B.C. Cattle and Fair actual use of such emergency generators.
- (e) allow the B.C. Cattle and Fair Association to control access to the public right of way existing on the property subject only to the ability of the County to gain access at any time.

Relationship

Nothing contained in this Lease shall be deemed or construed by the Parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or joint venture between the Parties hereto, it being understood that neither the provisions contained herein nor acts of the Parties hereto, shall be deemed to create a relationship other than that of Landlord and TENANT.

Severability

If any term or provision of this Lease, or the application thereof to any person or circumstance, be invalid or unenforceable the remainder of this Lease or the application of such term or provision to person or circumstances other than those as

to which it is held as invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

Time of the Essence Except as may be otherwise provided for herein, time is of the essence in this Lease as to all acts of the TENANT and COUNTY.

Transfers of the County The COUNTY shall have the right to transfer and assign, in whole or in part, all rights and obligations hereunder and in the buildings and leased premises referred to herein, and in such event and upon such transfer the COUNTY shall be relieved of all further obligations hereunder and the B.C. Cattle and Fair agrees to look solely to the interest of the COUNTY'S successor in interest for the performance of such obligations; provided that, such transferee or assignee of the COUNTY'S interest and rights shall be bound by, and must agree to honor, all of the terms and provisions and conditions of the Lease.

Acts of God This lease shall become null and void at the option of the B.C. Cattle & Fair in the event said leased premises should be destroyed by fire, or any reason whatsoever including acts of God, and the liability of the B.C. Cattle & Fair for rents thereafter occurring under this lease agreement shall cease upon the said happening of any said events, but if said leased premises are partially (less than 50%) damaged by fire ,casualty or any reason whatsoever including acts of God, then the same shall be repaired and restored by the COUNTY as speedily as possible, at the COUNTY's own expense, and from date of such damage until completion of such repairs, an equitable abatement of rent shall be allowed to the B.C. Cattle & Fair.

Subordination The B.C. Cattle & Fair rights under this lease shall remain subordinate to any bona fide mortgage or deed to secure debt which is now, or may hereafter be placed upon the premises; provided that the B.C. Cattle & Fair's tenancy shall not be disturbed, nor shall the covenants and conditions of this lease be invalidated or changed.

Tenant's Remedy If at any time the County either defaults in any of its covenants or obligations, or does not correct any problem/violation under this Lease Agreement, the B.C. Cattle

& Fair shall give written notice of the nature of the default or identified problem. If the default is not cured or the problem fixed, to the reasonable satisfaction of the B.C. Cattle & Fair, within 60 days of the date of receipt of the notice, or other period subsequently agreed upon the Parties in writing, the B.C. Cattle & Fair may cause the default or noticed problem to be corrected. The County shall reimburse any related charges to the B.C. Cattle & Fair upon receipt of invoice for the same.

COUNTY's Remedy

If at any time the B.C. Cattle and Fair either defaults in any of its covenants or obligations, or does not correct any problem/violation under this Lease Agreement, the COUNTY shall give written notice of the nature of the default or identified problem. If the default is not cured or the problem fixed, to the reasonable satisfaction of the COUNTY, within 60 days of the date of receipt of the notice, or other period subsequently agreed upon by the Parties in writing, the COUNTY may cause the default or noticed problem to be corrected. The TENANT shall reimburse any related charges to the COUNTY upon receipt of invoice for the same.

Indemnification.

To the fullest extent permitted by law, the B.C. Cattle and Fair shall defend, indemnify, and hold harmless the COUNTY from and against all claims, damages, losses including death, and expenses, including but not limited to attorneys' fees, arising out of, related to, or resulting from any and all acts or omissions of the B.C. Cattle and Fair, its employees, servants, or its agents relating to, as a result of, contemplated by, or allowed for herein.

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 B. C. Cattle & Fair 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.

Drug-Free Workplace.

In accordance with the Drug-Free Work Place Act of 1988, as amended, and as a condition precedent to the execution of this Agreement, B. C. Cattle & Fair certifies that it is responsible for knowing, and will comply with, the standards of the BCC drug-free work place.

Discrimination Clause

B. C. Cattle & Fair will comply with Titles IV, VI, and VII of the Civil Rights Act of 1964, the Federal Age Discrimination in Employment Act, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and all applicable federal and state laws, rules and regulations implementing the foregoing statutes with respect to nondiscrimination on the basis of race, creed, color, religion, national origin, age, sex or disability, as defined in the above laws and regulations. B. C. Cattle & Fair shall not discriminate against any otherwise qualified disabled applicant for, or recipient of aid, benefits, or services or any employee or person on the basis of physical or mental disability in accordance with the Rehabilitation Act of 1973 or the Americans With Disabilities Act of 1990.

Debarment and Suspension

The B.C. Cattle & Fair warrants and represents to the COUNTY that neither the B.C. Cattle & Fair nor any of the B.C. Cattle & Fair's trustees, officers, directors, agents, servants, and employees (whether paid or voluntary) is debarred or suspended or otherwise excluded from participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension."

Notices

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

B.C. Cattle & Fair:	Post Office Box 1491 Robertsdale, Alabama 36567
County:	Baldwin County Commission c/o Chairman 312 Courthouse Square, Suite 12 Bay Minette, AL 36507

Entire Understanding This Lease shall supersede and take the place of all previous agreements and leases and shall constitute the entire understanding of the parties hereto with respect to the subject matter hereof, and no amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

Amendments This Agreement may be amended, modified or altered in any respect so long as such amendment, modification or alteration is in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

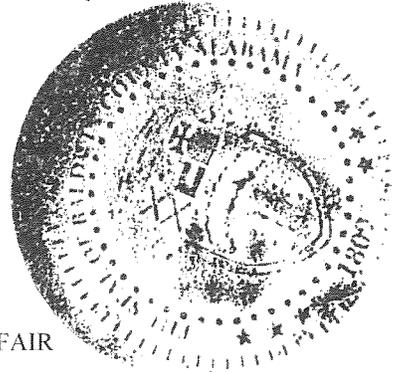
SIGNATURE PAGE TO FOLLOW

LESSOR:
BALDWIN COUNTY, ALABAMA

By: T. Elliott / 10/17/17
T. Christopher Elliott, Chairman Date

ATTEST:

Ronald J. Cink / 10-17-17
Ronald J. Cink, County Administrator Date



LESSEE:
BALDWIN COUNTY CATTLE & FAIR
ASSOCIATION, INC.

By: George Campbell / 10-5-17
George Campbell, President Date

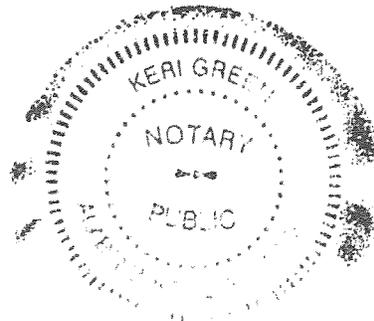
STATE OF ALABAMA

COUNTY OF BALDWIN

I, Keri Green, a Notary Public in and for said county in said state, hereby certify that T. Christopher Elliott, whose name as Chairman of the Baldwin County Commission, and Ronald J. Cink, whose name as County Administrator of the Baldwin County Commission, a political subdivision of the State of Alabama, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of such instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said commission on the day the same bears date.

Given under my hand and official seal this 17th day of October, 2017.

Keri Green
Notary Public, Baldwin County, Alabama
My Commission Expires: 11-23-19

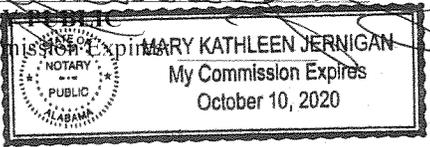


STATE OF ALABAMA

COUNTY OF BALDWIN

I, Mary Kathleen Jernigan, a Notary Public in and for said county in said state, hereby certify that, George Campbell, whose name as President of Baldwin County Cattle & Fair Association, Inc., a corporation, is signed to the foregoing Lease Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Lease Agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Baldwin County Cattle & Fair Association, Inc., on the day the same bears date.

Given under my hand and seal this the 5th day of October, 2017.


NOTARY PUBLIC
My Commission Expires **MARY KATHLEEN JERNIGAN**
My Commission Expires
October 10, 2020


REAL ESTATE SALE AND PURCHASE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS that this Real Estate Sale and Purchase Agreement (hereinafter "AGREEMENT") is made and entered into by and between **BALDWIN COUNTY CATTLE & FAIR ASSOCIATION, INC.** an Alabama non-profit corporation, (hereinafter "SELLER") and **BALDWIN COUNTY, ALABAMA**, a political subdivision of the State of Alabama, (hereinafter "BUYER").

WITNESSETH:

WHEREAS, pursuant to Agenda item numbered L10, as unanimously approved by the Baldwin County Commission, as the governing body of the BUYER, in regular session assembled on October 18, 2005, and the Memorandum of Understanding (a copy of which is attached hereto, but not incorporated herein, as Exhibit A) executed by the BUYER and SELLER, BUYER has agreed to buy and SELLER has agreed to sell, upon the terms and conditions contained herein, a certain parcel of real property (the "Subject Real Property") located within the City of Robertsedale, Alabama. The Subject Real Property, more fully described in Section 1 below, consists of a coliseum and arena and related improvements (collectively the "Subject Improvements"). The Subject Improvements, constructed with the help of the Federal Emergency Management Agency ("FEMA"), provide both the citizens of the BUYER with a hurricane shelter and officers of the SELLER with a location from which to conduct its business; and

WHEREAS, in connection with the execution and delivery of this Agreement, SELLER and BUYER have agreed to enter into a Real Estate Lease (the "Lease") whereby BUYER shall lease the Subject Improvements to SELLER for a term expiring on August 31, 2083 (the "Lease Term"). Pursuant to the Lease SELLER shall use the Subject Improvements to conduct its business. The conduct of the SELLER'S business shall not prevent the Subject Improvements from also being used, during the Lease Term, as a hurricane shelter available to BUYER'S citizens; and

WHEREAS, SELLER and BUYER wish to reduce to writing the said terms of the Memorandum of Understanding and their mutual acceptance thereof and hereof by

executing and delivering this AGREEMENT upon the terms and conditions contained herein.

NOW THEREFORE, in consideration of the premises and the mutual covenants contained within this AGREEMENT, the sufficiency of which is hereby acknowledged, BUYER and SELLER do hereby agree as follows:

1. **AGREEMENT TO SELL AND PURCHASE SUBJECT REAL PROPERTY**

AND SUBJECT IMPROVEMENTS. SELLER agrees to sell and BUYER

agrees to buy the Subject Real Property and Subject Improvements thereon, as described on Exhibit B attached hereto and incorporated herein by reference, and as further identified by the aerial photo attached hereto and incorporated herein by reference as Exhibit C, upon the terms and conditions set forth in Section 3 below.

2. **AGREEMENT TO GRANT RIGHT OF FIRST REFUSAL TO**

ADJOINING REAL PROPERTY AND ADJOINING IMPROVEMENTS.

(A) Grant of Right of First Refusal. Should SELLER decide to sell that certain real property (the "Adjoining Real Property"), and the related improvements thereon (the "Adjoining Improvements"), adjoining the Subject Real Property, as described on Exhibit D (The description of the property in the first right of refusal) attached hereto and incorporated herein by reference, SELLER hereby grants to BUYER the exclusive first right of refusal (the "Right of Refusal") to purchase such Adjoining Real Property and Adjoining Improvements (the Subject Real Property, Subject Improvements, Adjoining Real Property and Adjoining Improvements are hereinafter collectively referred to as the "Properties").

(B) Option Period. SELLER shall immediately notify BUYER in writing of its decision to sell the Adjoining Real Property and Adjoining Improvements.

BUYER shall have ninety days (the "Option Period"), from its receipt of written notice of SELLER'S decision to sell, in which to notify SELLER in writing of its intent to exercise its right to purchase such Adjoining Real Property and Adjoining Improvements. During the Option Period, SELLER shall not advertise, discuss, negotiate or enter into any agreement for the sale, lease or other disposition of the Adjoining Real Property or Adjoining Improvements with any other party until BUYER submits to SELLER a written statement, duly authorized by resolution of the governing body of the BUYER, refusing such Right of Refusal granted pursuant to this section.

(C) Material Inducement. Said Right of Refusal shall be a material inducement to this Agreement, shall survive the Closing Date and shall be properly documented and preserved by filing evidence thereof in the Probate Court of Baldwin County.

3. **PURCHASE PRICE FOR SUBJECT REAL PROPERTY, SUBJECT IMPROVEMENTS AND RIGHT OF REFUSAL AND METHOD OF PAYMENT.**

(A) Acceptance of Purchase Price and Terms of Conveyance. BUYER agrees to pay and SELLER agrees to accept therefor the sum of Four Million Eight Hundred Sixty Four Thousand Six Hundred Fifty One and 00/100ths Dollars (\$4,864,651.00) (the "Purchase Price") as the Purchase Price for the Subject Real Property, Subject Improvements and Right of Refusal. The Subject Real Property shall be conveyed by General Warranty Deed, in form acceptable to BUYER, subject only to any recorded public easements or rights-of-way. SELLER shall

also deliver to BUYER, simultaneously with the execution and delivery of the General Warranty Deed, a Bill of Sale as evidence of the sale by SELLER and purchase by BUYER of the Subject Improvements located on the Subject Real Property. Notwithstanding anything written herein, BUYER shall not be responsible for any amounts, costs, overruns, or overages incurred, in any quantity, exceeding the Purchase Price.

(B) Components of Purchase Price. The Purchase Price represents the cumulative value of a USDA loan in the amount of Two Million Three Hundred Fifteen Thousand Fifty Four and 00/100ths (\$2,315,054.00) (the "USDA Loan"), and FEMA matching funds in the amount of Two Million Five Hundred Forty Nine Thousand Five Hundred Ninety Seven and 00/100ths Dollars (\$2,549,597.00) (the "FEMA Grant"). The FEMA Grant represents twenty-five percent (25%) of the Ten Million One Hundred Ninety Eight Thousand Three Hundred Eighty Eight Dollars (\$10,198,388.00) required to construct the Subject Improvements. In connection with the foregoing, SELLER shall also deliver to BUYER an acknowledgment from the USDA that said USDA Loan has been paid-off, satisfied and released.

(C) Accounting. At least thirty (30) days prior to the Closing Date, SELLER shall present to BUYER an accounting which is acceptable to BUYER, of all construction costs submitted to the USDA, appropriate State of Alabama office or agency, and/or FEMA, not to exceed FEMA allowable cost.

4. **CLOSING.** The closing of this transaction and consummation of the actions contemplated herein and hereby shall be held at the offices of Bay Minette, Alabama, on September 30, 2008 (the "Closing Date").
5. **MISCELLANEOUS.**

(A) **Release.** The BUYER shall be released and relieved from paying SELLER the Seventy Five Thousand Dollars (\$75,000.00), annual payment previously committed to SELLER on June 15, 2004 and the last payment of which was scheduled to occur on May 21, 2008.

(B) **Conditions Precedent.** Prior to the Closing Date, and as conditions precedent thereto, BUYER shall receive from SELLER the following:

- (i) a State audit for the entire building project including, without limitation, any approved change orders to the original plans that were approved by the State of Alabama EMA;
- (ii) a completed audit of the USDA Loan. Said audit shall be performed by a third party auditor acceptable to BUYER.
- (iii) a certified set of as-built plans for the Subject Real Property and Subject Improvements thereto.
- (iv) certification, from both the architect and the general contractor, that the Subject Improvements are compliant with all federal 361 guidelines and/or requirements and have been constructed in accordance with plans approved by BUYER.
- (v) a certificate of completion and occupancy for the coliseum issued by the appropriate governmental agency. A six (6) months temporary

certificate of completion and occupancy for the arena issued by the City of Robertsdale with approval by the Baldwin County Building Official. The SELLER covenants that it will complete the necessary improvements to the arena for a certificate of completion and occupancy by construction of the restroom facilities within the 180 days (six (6) months), allowed for by the Temporary Certificate of Occupancy issued by the City of Robertsdale and dated August 27, 2008, in accordance with the plans approved by the Baldwin County Building Official and at its own expense.

SELLER covenants that any and all business or affairs related to or reasonably envisioned by the subject construction and improvements shall in no way burden, encumber, or result in liens or charges against the property. Time is of the essence relating to this work. This section is a material inducement to the COUNTY to execute this Agreement and agree upon the conditions herein. The COUNTY retains all protections made herein this Agreement, and all remedies at law, to enforce the covenants made herein.

(vi) a completed audit of their FEMA Grant, including a listing of all expenditures made from those funds to include, without limitation, expenditures made for light fixtures and appliances.

(vii) lien waivers from all appropriate contractors and sub-contractors evidencing that all bills and invoices for construction of the Subject Improvements have been paid in full and all claims or rights thereto have been released.

(C) Inspector's Report. BUYER shall have also received, prior to the Closing Date and as a condition precedent thereto, from BUYER'S designated inspector, a report that the Subject Improvements are free from material defects and have been constructed in accordance with the plans approved by BUYER.

(D) Indemnification. To the fullest extent permitted by law, SELLER shall unconditionally indemnify and hold harmless BUYER, BUYER'S officers, directors, partners, commissioners, and employees from and against any and all costs, losses, and damages, including but not limited to all fees and charges of SELLER'S attorneys, other professionals, and all court or dispute resolution costs, caused by the acts or omissions of SELLER or SELLER'S officers, directors, partners, employees, and/or consultants with respect to, envisioned by or as a result of this Agreement, including without limitation all representations and/or warranties made herein and any chargebacks, refunds, losses, reimbursements, indemnifications, reparations, remunerations, returned payments required by any local, state or federal agency in relation to the Properties. SELLER'S agreement to unconditionally indemnify and hold the BUYER harmless shall include, at a minimum and without limitation, any and all instances, findings, results, consequences, discoveries or events resulting from or due to any audit investigation, review, inspection, examination or probe by, or on the behalf of, without limitation, FEMA, USDA or United Bank, at any time whatsoever following the execution of this Agreement. This provision shall survive the termination or expiration of this Agreement.

6. REPRESENTATIONS AND WARRANTIES. SELLER represents and warrants to BUYER the correctness, truthfulness and accuracy of the following representations and warranties:

(A) Authority Relative to this Agreement. The execution, delivery and performance of this Agreement by SELLER will not (i) constitute a breach or a violation of any law, agreement, certificate of incorporation, by-laws, indenture, deed of trust, mortgage loan agreement or other instrument to which SELLER is a party, or by which SELLER is bound; (ii) constitute a violation of any order, judgment or decree to which SELLER is a party or by which SELLER's assets or properties are bound or affected or (iii) result in the creation of any lien, charge or encumbrance upon SELLER's assets or properties.

(B) Good and Merchantable Title and Properties Free From Encumbrances. SELLER has good and merchantable title to the Properties. As of the Closing Date, the Properties will be free of all encumbrances of any kind.

(C) SELLER'S Organization. SELLER is a federal 501(c)(3) corporation duly organized, validly existing and in good standing under the laws of the State of Alabama. SELLER is not aware of any event, occurrence or investigation, pending, ongoing or threatened, which may result in the revocation of its status as a federal 501(c)(3) corporation. The execution and delivery of this Agreement by George Campbell, as President, has been duly authorized by all necessary corporate action. SELLER is not presently subject to proceedings in any bankruptcy court.

(D) No Other Parties In Possession. As of the Closing Date, but except as provided therefor in the Lease, there are no other parties who have any right to possess or occupy the Properties.

(E) Other Matters. SELLER has no actual knowledge of any latent defects or other circumstance or condition applicable to the Properties.

7. CLOSING COSTS. SELLER hereby agrees to pay for deed preparation. BUYER herein agrees to pay for the owner's title insurance policy and recording fees. BUYER may, at BUYER'S own expense, obtain an updated survey of the Properties.
8. ENVIRONMENTAL INDEMNITY. SELLER shall unconditionally indemnify and hold BUYER harmless for any loss, liability or damage sustained by BUYER due to the presence of any hazardous substance located on the Properties or in connection with the violation of any environmental law. This environmental indemnity shall survive this Agreement and be of continuing duration, other provisions herein notwithstanding.
9. TITLE INSURANCE COMMITMENT. The purchase is contingent upon the issuance of a title insurance commitment by a company qualified to insure titles in Alabama insuring the BUYER against loss on account of any defect or encumbrance in the title. SELLER shall make the commitment available to BUYER for review and approval at least seven days prior to the Closing Date.
10. INSPECTION RIGHT. Prior to the Closing Date, BUYER and its agents and contractors shall have the right to enter upon the Properties at reasonable times to make surveys, soil tests and other studies thereof, provided that no building or

other improvement shall be disturbed. BUYER shall hold SELLER harmless concerning these investigations or any claims resulting from BUYER'S consultants.

11. **PRORATION OF PROPERTY TAXES.** All taxes and current assessments with regard to the Properties due and payable on October 1, 2008 shall be prorated between BUYER and SELLER as of the Closing Date.

12. **GENERAL.**

(A) **Survival of Representations and Warranties.** Each of the parties to this Agreement covenant and agree that, whether or not so stated, their respective representations, warranties, covenants, statements, and agreements contained anywhere in this Agreement shall survive the Closing Date.

(B) **Waivers.** No action taken pursuant to this Agreement, including any investigation by or on behalf of any party, shall be deemed to constitute waiver by the party taking such action of compliance with any representation, warranty, covenant or agreement contained herein or therein and in any documents delivered in connection herewith or therewith. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

(C) **Notices.** All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered or mailed, first class mail, postage prepaid, in writing to the other party.

(D) Sections and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning of interpretations of this Agreement.

(E) Governing Law. This Agreement, and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with the laws of the State of Alabama. The parties herein agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in Baldwin County, State of Alabama. In the event that litigation results from or arises out of this Agreement or the performance thereof, the parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled. In such event, no action shall be entertained by said court or any court of competent jurisdiction if filed more than one (1) year subsequent to the date the cause(s) of action actually accrued, regardless of whether damages were otherwise as of said time calculable.

(F) Time of the Essence. Time and timely performance are of the essence to this contract and of the covenants and provisions hereunder.

(G) Successors and Assigns. Rights and obligations created by this contract shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. Whenever used, the singular number shall include plural, the plural the singular, and the use of any gender shall include all genders.

(H) Contractual Procedures. Unless specifically disallowed by law, should litigation arise hereunder, service or process therefore may be obtained through

certified mail, return receipt requested; the parties hereto waiving any and all rights they may have to object to the method by which service was perfected.

(I) Extraordinary Remedies. To the extent cognizable at law, the parties hereto, in the event of breach and in addition to any and all other remedies available hereto, may obtain injunctive relief, regardless of whether the injured party can demonstrate that no adequate remedy exists by law.

(J) No Brokerage Commission. SELLER and BUYER agree that neither party has dealt or will deal with any real estate broker or salesperson with regard to the Properties.

(K) Merger Clause. All agreements, terms and conditions regarding this transaction between SELLER and BUYER are contained herein. The parties agree that there are no other agreement or transactions other than those stated herein and if any so exist they are merged within this document. If this Agreement shall contain any term or provision which shall be determined to be invalid or against public policy, then the remaining provisions of this Agreement shall not be affected and shall remain in full force and effect.

(L) Termination. BUYER shall have the right to terminate this Agreement upon the occurrence of a material misrepresentation of any warranty, representation or other fact, statement or omission herein by SELLER.

IN WITNESS WHEREOF, this Agreement has been executed by each of the individual parties hereto and signed by an officer thereunto duly authorized and attested under the corporate seal of the Secretary of the Corporate party hereto, if any.

SELLER:

BALDWIN COUNTY CATTLE & FAIR ASSOCIATION, INC., an Alabama non-profit corporation

DATE: September 4, 2008

BY: George Campbell
GEORGE CAMPBELL,
as its President

BUYER:

BALDWIN COUNTY, ALABAMA, a political subdivision of the State of Alabama, governed by its County Commission

COUNTY SEAL

DATE: 9/10/2008

BY: Frank Burt
FRANK BURT, Chairman of the Board Of Commissioners of the Baldwin County Commission

ATTEST:

Michael L. Thompson
MICHAEL L. THOMPSON, Administrator

STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned, a Notary Public within and County and State, hereby certify that GEORGE CAMPBELL, whose name as President of Baldwin County Cattle & Fair Association, Inc., and whose name is signed to the foregoing instrument and who is known to me acknowledged before me on this day that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal on this the 4th day of September, 2008.

S E A L

Allyson B. Parker
NOTARY PUBLIC

My Commission Expires: 11-17-08

STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned, a Notary Public within and County and State, hereby certify that FRANK BURT, whose name as Chairman of the Baldwin County Commission, the governing body of Baldwin County, Alabama, a political subdivision organized and existing under and by virtue of the laws of the State of Alabama, and whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said political subdivision.

Given under my hand and seal on this the _____ day of _____, 2008.

S E A L

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT A

Memorandum of Understanding

The following Memorandum of Understanding is attached hereto for convenience, not incorporation, and is more particularly described as follows:

STATE OF ALABAMA
COUNTY OF BALDWIN

MEMORANDUM OF UNDERSTANDING

KNOW ALL MEN BY THESE PRESENTS, THAT, this memorandum of understanding is made and entered into on this the 18th day of October, 2005, between the Baldwin County Cattle & Fair Association, Inc., ("B.C. Cattle & Fair") and Baldwin County, Alabama (the "County").

WHEREAS, the terms contained in this memorandum of understanding shall be memorialized in an agreement ("agreement") to be executed by the parties in the immediate future; and

WHEREAS, the B. C. Cattle & Fair has received preliminary approval by the United States Department of Agriculture ("USDA") for a community facilities loan in the amount of TWO MILLION TWO HUNDRED NINETY THREE THOUSAND EIGHT HUNDRED SIXTY THREE AND 00/100THS (\$2,293,863.00) DOLLARS, for the construction of a coliseum and arena; and

WHEREAS, the B. C. Cattle & Fair has received preliminary approval by the Federal Emergency Management Agency ("FEMA") for a THREE (3) MILLION dollar plus federal matching grant for use in construction of the coliseum ~~and arena~~ ^{AC} bringing the coliseum up to standard code requirements for use as a hurricane evacuation shelter; and

WHEREAS, representatives of the B.C. Cattle & Fair and the County have met and determined that it would be in the best interest of the people of Baldwin County, Alabama, to construct the coliseum and arena to the standards as aforesaid, which would provide an approved hurricane evacuation shelter for not less than one thousand eight hundred (1,800) residents of the County.

NOW, THEREFORE, in consideration of the mutual promises and obligations herein contained, the B. C. Cattle & Fair and the County mutually covenant and agree as follows:

1. DEMISED PREMISES

(A) B. C. Cattle & Fair shall construct the coliseum ^{RC} and arena to the standard code requirements for use as a hurricane evacuation shelter on fifteen (15) acres of land, as described on Exhibit "A", attached to and made a part of this agreement.

(B) B.C. Cattle & Fair shall use the loan and grant proceeds for construction of the coliseum and arena and borrow the necessary funds to satisfy the required matching portion of the FEMA grant.

(C) B.C. Cattle & Fair shall obtain the necessary building and related permits for the coliseum and arena from the City of Robertsdale, Alabama and the County agrees to perform the building inspections during construction with

B.C. Cattle & Fair obtaining written consent of the foregoing by the City of
Robertsdale, Alabama.

(D) Upon completion of construction of the coliseum and arena,
B.C. Cattle & Fair shall convey the real property and improvements described on
Exhibit "A" by a Warranty Deed to the County. An accounting acceptable to the
County of all construction cost submitted to the USDA and FEMA shall be
provided to the County, not to exceed FEMA allowable cost. *DEB JAC*

✓ (E) The County shall assume payment of the loan to the United States
Department of Agriculture and pay off the loan of B.C. Cattle & Fair for the
matching funds borrowed by B.C. Cattle & Fair to construct the project.

✓ (F) The County shall lease the coliseum, arena and land to the B. C.
Cattle & Fair on a long term lease in exchange for an annual rental of Fifteen
Thousand and 00/100ths (\$15,000.00) Dollars, plus fifteen percent (15%) of _____
gross revenue received by the B.C. Cattle & Fair Association, Inc., for activities
on the property excluding revenue from the annual Baldwin County Fair.

✓ (G) The B.C. Cattle & Fair shall freely allow the County to use the
coliseum and arena when such use does not conflict with any use of by the B. C.
Cattle & Fair, excepting only times of natural disasters and/or acts of God.
B. C. Cattle & Fair further agrees to allow the County to use all of its property
during disasters and/or acts of God if needed.

✓ (H) The B.C. Cattle & Fair shall be responsible for paying all utilities used on the property other than when used by the County during times of natural disaster.

2. INSURANCE

✓ (A) The County shall maintain its own fire and casualty insurance on the coliseum and arena for use of the leased premises.

✓ (B) The B.C. Cattle & Fair shall maintain its own liability insurance for use of the leased premises. The County shall maintain liability insurance on the coliseum and arena when used as a hurricane evacuation shelter.

3. MISCELLANEOUS

✓ (A) The County shall be relieved from paying the B.C. Cattle & Fair, the SEVENTY FIVE THOUSAND AND 00/100THS (\$75,000.00) DOLLARS, annual payment for ten (10) years previously committed to the B. C. Cattle & Fair.

✓ (B) The County shall keep the coliseum and arena in good repair.
✓ The B.C. Cattle & Fair shall be responsible for providing ground maintenance for the property and improvements.

✓ (C) This agreement is expressly conditioned on the County obtaining a favorable bond validation order from the Circuit Court of Baldwin County, Alabama, which the County shall be responsible for filing and diligently pursuing. Otherwise, this agreement shall be null and void.

(D) This Memorandum of Understanding will be null and void if the FEMA grant described herein is not approved.

(E) Time is very much of the essence and the parties shall diligently pursue the execution of an agreement encompassing the covenants of this memorandum of understanding.

✓ (F) Should the BC Cattle & Fair decide to sell its remaining forty (40) acres of land surrounding the coliseum and arena, the County shall have the first right of refusal to purchase the property.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on this the 25th day of October, 2005.

BALDWIN COUNTY CATTLE & FAIR ASSOCIATION, INC.

BY: George Campbell
GEORGE CAMPBELL
AS ITS: PRESIDENT

BALDWIN COUNTY COMMISSION

BY: David E. Bishop
DAVID E. BISHOP
AS ITS: CHAIRMAN

ATTEST: Locke W. Williams

LOCKE W. WILLIAMS,
OFFICE OF CLERK / TREASURER

STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that George Campbell, as President of the Baldwin County Cattle & Fair Association, Inc., whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of the said instrument, he, as President, and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and seal hereto affixed by me on this the 28th day of October, 2005.

Christina Morris

Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Feb 18, 2006
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that David E. Bishop as Chairman and Locke W. Williams as Treasurer of the Baldwin County Commission, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that being informed of the contents of the said instrument, they as such Chairman and Treasurer of the Baldwin County Commission, and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and seal hereto affixed by me on this the 28th day of October, 2005.

Lani A. Ziffin

Notary Public

My Commission Expires: _____

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Dec 13, 2008
~~BONDED THROUGH NOTARY PUBLIC UNDERWRITERS~~

FROM

(TUE) JAN 17 2006 11:00/ST. 10:59/No. 6855716720 P 2

Robertsdale Fairgrounds

Legal Description
Parcel "A"

Commencing from the South West corner of the North West quarter of Section 8, Township 6 South, Range 4, East, Baldwin County, Alabama; Thence run North 00°03'13" East, a distance of 1332.53 feet to a point; Thence run South 89°56'43" East, a distance of 50.48 feet to a point; Thence continue South 89°56'43" East, a distance of 1287.72 feet to a point to The Point of Beginning of Parcel "A"; Thence run South 89°56'43" East, a distance of 1307.59 feet to a point; Thence run South 00°23'05" West, a distance of 1297.46 feet to a point; Thence run South 89°58'34" West, a distance of 1306.94 feet to a point; Thence run North 00°21'20" East, a distance of 1299.25 feet to the Point of Beginning; containing 38.96 Acres, more or less.

FROM

(TUE) JAN 17 2006 11:00/ST. 10:59/No. 6855716720 P 3

Robertsdale Fairgrounds

Legal Description
Parcel "B"

Commencing from the South West corner of the North West quarter of Section 8, Township 6 South, Range 4, East, Baldwin County, Alabama; Thence run North 00°03'13" East, a distance of 1332.53 feet to a point; Thence run South 89°56'43" East, a distance of 50.48 feet to a point; Thence continue South 89°56'43" East, a distance of 1287.72 feet to a point; Thence run South 89°56'43" East, a distance of 1307.59 feet to a point; Thence run South 00°23'05" West, a distance of 1297.46 feet to a point; Thence run South 89°58'34" West, a distance of 379.00 feet to the Point of Beginning of Parcel "B"; Thence continue South 89°58'34" West, a distance of 675.00 feet to a point; Thence run North, a distance of 971.19 feet to a point; Thence run East, a distance of 675.00 to a point; Thence run South, a distance of 970.91 feet to the Point of Beginning; continuing 15.05 Acres, more or less.

EXHIBIT B

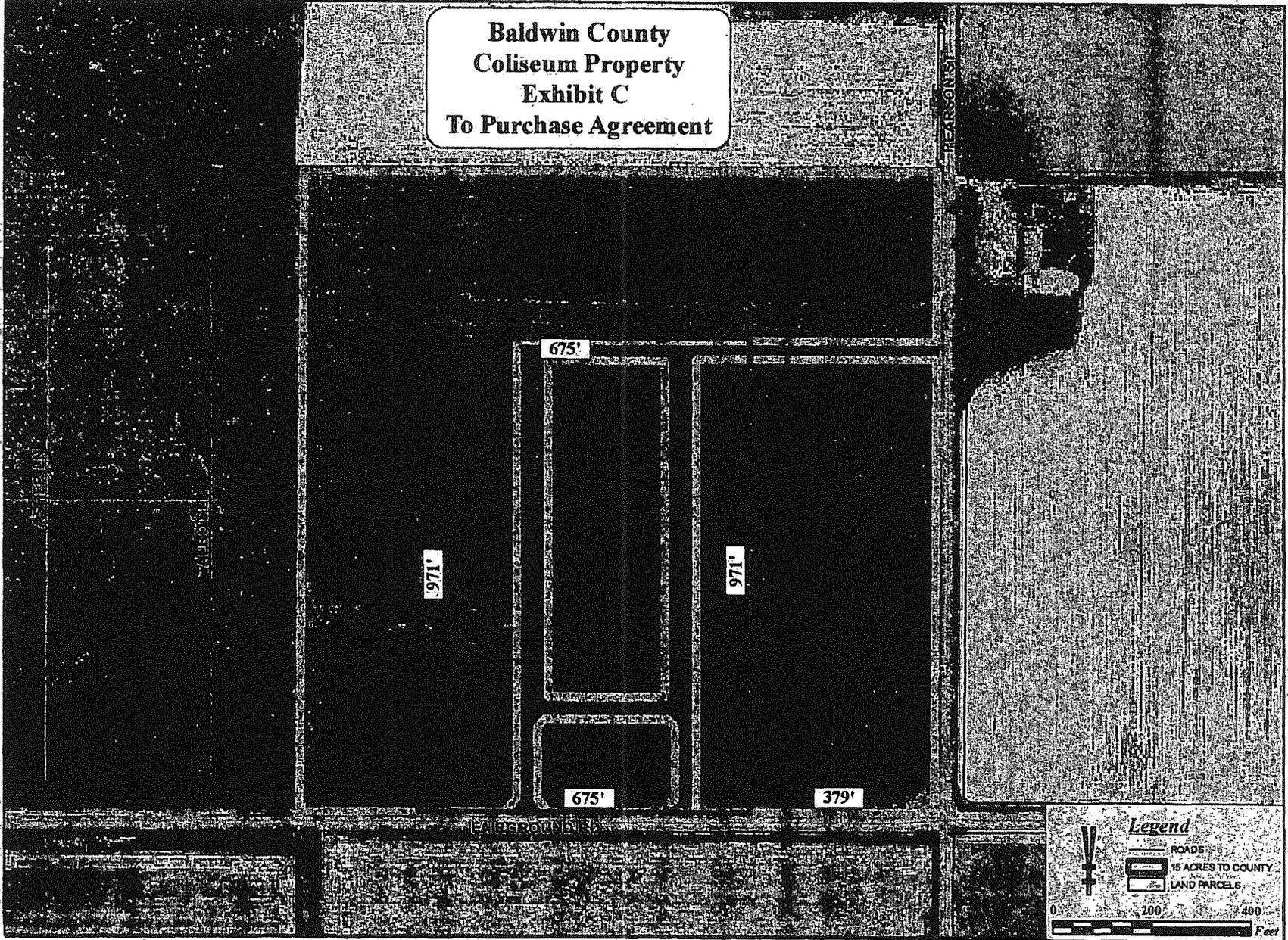
The Subject Real Property is more particularly described as follows:

Commencing from the South West corner of the North West quarter of Section 8, Township 6 South, Range 4 East, Baldwin County, Alabama; thence run North 00°03'13" East a distance of 1332.53 feet to a point; thence run South 89°56'43" East a distance of 50.48 feet to a point; thence continue South 89°56'43" East a distance of 1287.72 feet to a point; thence run South 89°56'43" East a distance of 1307.59 feet to a point; thence run South 00°23'05" West a distance of 1297.46 feet to a point; thence run South 89°58'34" West a distance of 379.00 feet to the Point of Beginning of Parcel "B"; thence continue South 89°58'34" West a distance of 675.00 feet to a point; thence run North a distance of 971.19 feet; thence run East a distance of 675.00 to a point; thence run South a distance of 970.91 feet to the Point of Beginning; containing 15.05 acres, more or less.

EXHIBIT C

Aerial Photograph

**Baldwin County
Coliseum Property
Exhibit C
To Purchase Agreement**



Legend

- ROADS
- 15 ACRES TO COUNTY
- LAND PARCELS

0 200 400 Feet

Z:\MAINTENANCE SECTION\EA\GIS\CATTLEMAN PROPERTY\CATTLEMAN ASSOCIATION PROPERTY.mxd
August 6, 2008 Ed Behee

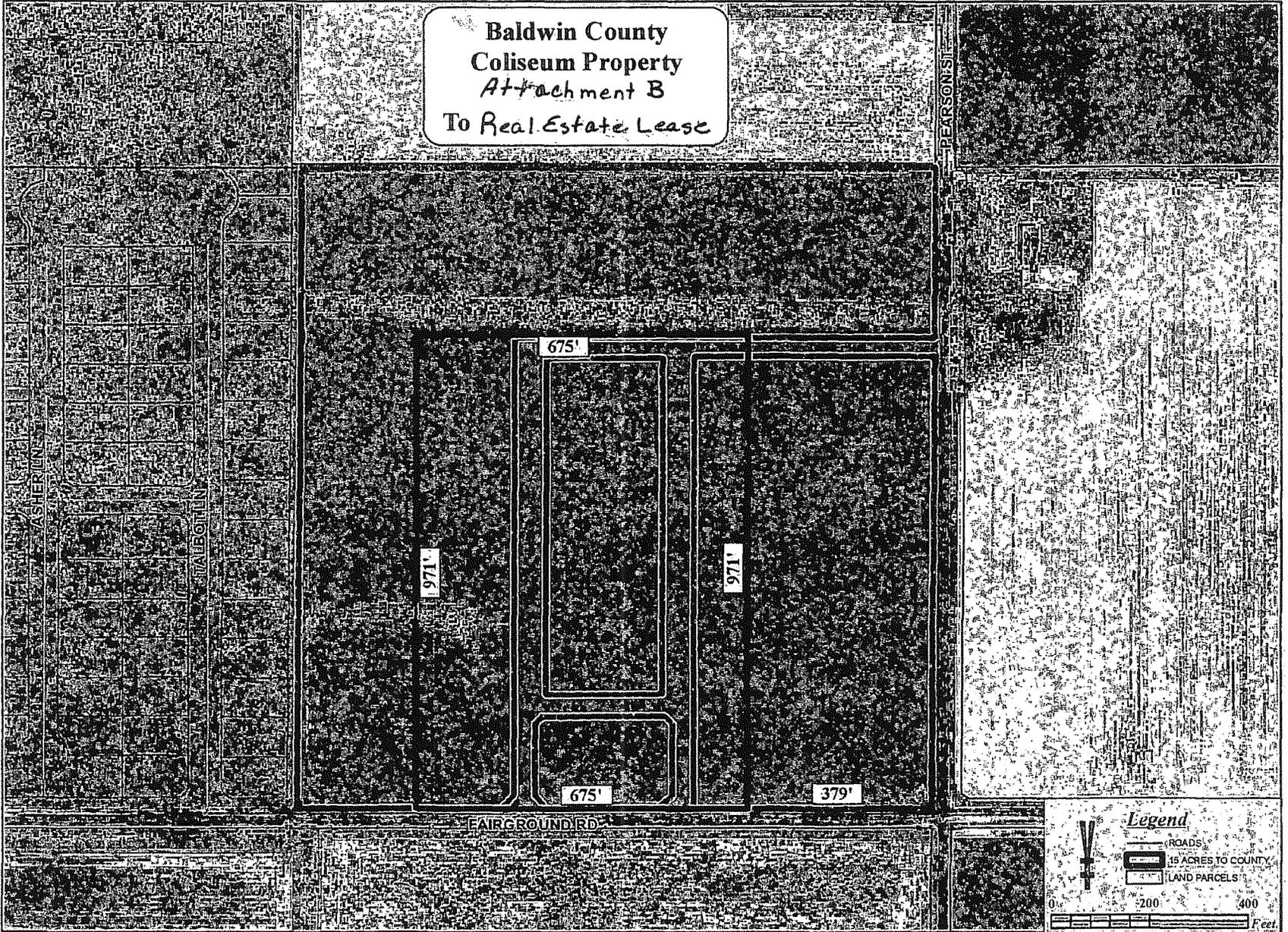
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LEGIBLY

EXHIBIT D

The Adjoining Real Property is more particularly described as follows:

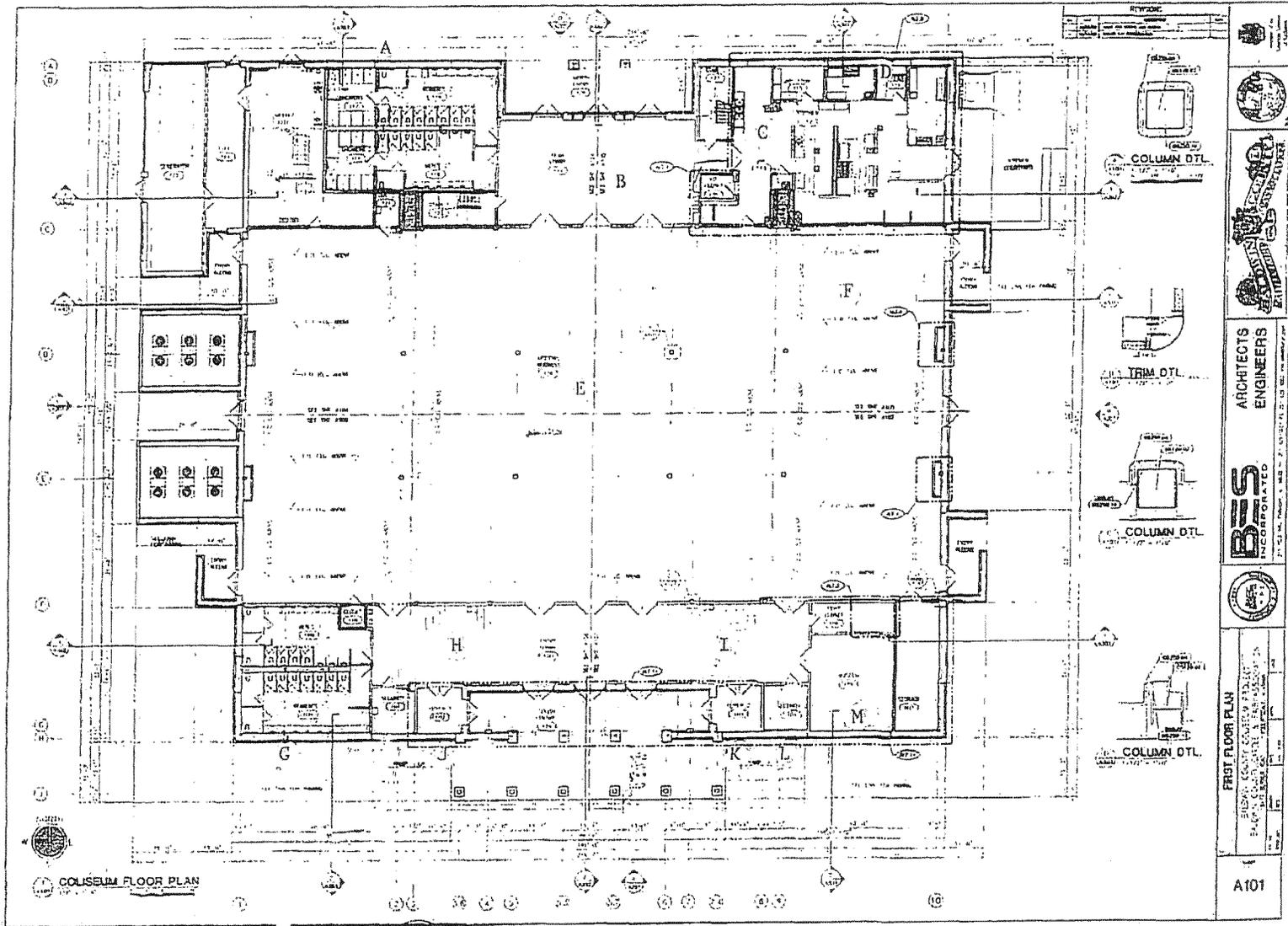
Commencing from the South West corner of the North West quarter of Section 8, Township 6 South, Range 4 East, Baldwin County, Alabama; thence run North 00°03'13" East, a distance of 1332.53 feet to a point; thence run South 89°56'43" East a distance of 50.48 feet to a point; thence continue South 89°56'43" East a distance of 1287.72 feet to a point to The Point of Beginning of Parcel "A"; thence run South 89°56'43" East, a distance of 1307.59 feet to a point; thence run South 00°23'05" West, a distance of 1297.46 feet to a point; thence run South 89°58'34" West, a distance of 1306.94 feet to a point; thence run North 00°21'20" East a distance of 1299.25 feet to the Point of Beginning; containing 38.96 acres, more or less.

Baldwin County
Coliseum Property
Attachment B
To Real Estate Lease

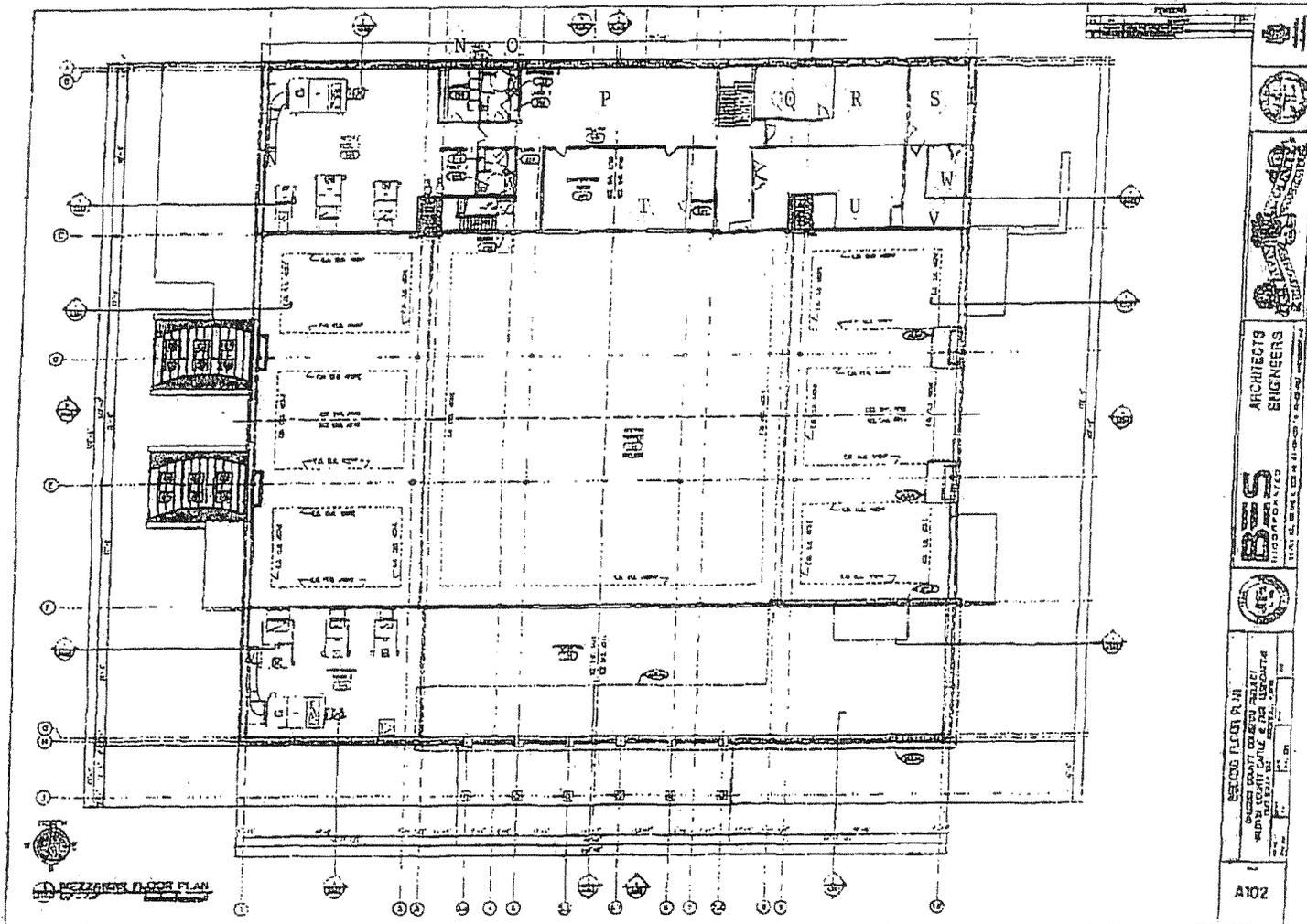



 Z:\MAINTENANCE SECTION\616\CATTLEMAN PROPERTY\CATTLEMAN ASSOCIATION PROPERTY\msd August 6, 2009 Ed DeBea

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EMERGENCY MANAGEMENT FUNCTIONS:	
A. Public Restrooms & Showers	H. Registration/Information
B. Logistics	I. Registration/Health Services
C. Cafeteria	J. Isolation
D. Cafeteria Manager's Office	K. Ham Operator (Communications)
E. General Sheltering Area aka "Safe Room"	L. Law Enforcement/Security
F. Feeding	M. Alabama Cooperative Extension System (Day to Day Operations) Infirmary & First Aid (Activations)
G. Public Restrooms	



EMERGENCY MANAGEMENT FUNCTIONS:	
N. Laundry	T. Conference Room
O. Staff Restrooms & Showers	U. Baldwin County EMA Storage Room (Day to Day Operations) Women's Sleeping Quarters (Activations)
P. Staff Break Room/Lounge Area	V. C&F Break Room (Day to Day Operations) Staff Baggage Area (Activations)
Q. C&F Office (Day to Day Operations) County Maintenance Office/Custodial Manager's Office (Activations)	W. C&F Bathroom & Shower (Day to Day Operations) Shelter Manager's Bathroom
R. C&F Office (Day to Day Operations) Men's Sleeping Quarters (Activations)	
S. C&F Office (Day to Day Operations) Shelter Manager's Office (Activations)	

A102

STATE OF ALABAMA)
COUNTY OF BALDWIN)

ASSIGNMENT OF REAL ESTATE LEASE

THIS ASSIGNMENT OF REAL ESTATE LEASE (“Assignment of Lease”) is entered into on this the ____ day of _____, 2021 (the “Effective Date”), between BALDWIN COUNTY, ALABAMA, by and through the BALDWIN COUNTY COMMISSION, a political subdivision of the State of Alabama (“Assignor”), and THE CITY OF ROBERTSDALE, ALABAMA, a municipal corporation (“Assignee”).

WHEREAS, Assignor is the owner of that certain real property located at 19477 Fairground Road, Robertsedale, Alabama 36567 (the “Property”);

WHEREAS, Assignor entered into that certain Real Estate Lease with BALDWIN COUNTY CATTLE & FAIR ASSOCIATION, INC. (“Lessee”) for certain areas of the Property and for the term of October 1, 2017 through midnight on September 30, 2022 (the “Lease”);

WHEREAS, Assignor and Assignee have entered into a Purchase and Sale Agreement in which Assignor to has agreed to sell the Property to Assignee; and

WHEREAS, Assignor desires to assign to the Assignee all its rights under the Lease including all rents, issues, profits and security deposits which may hereafter become due under or by virtue of the Lease, and, Assignee desires to accept such rights and to assume all of Assignor’s duties and obligations under the Lease.

NOW, THEREFORE, the Assignor, for and in consideration of these presents and the mutual agreements contained in this Assignment of Lease, and in consideration of the sum of TEN DOLLARS AND NO/100 (\$10.00) to Assignor in hand paid, the receipt whereof is hereby acknowledged, does SELL, ASSIGN AND TRANSFER unto the Assignee the Lease and all rents, issues, profits and security deposits now due or in which may hereafter become due under or by virtue of the Lease, whether written or verbal , or any letting of, or of any agreement for the use or occupancy of the Property.

IN WITNESS WHEREOF, the undersigned parties have caused this Assignment of Lease to be executed and delivered as of the Effective Date.

(Signature Pages Follow)

ASSIGNOR:

BALDWIN COUNTY, ALABAMA

By: _____ / _____
Joe Davis, III, Chairman Date

ATTEST:

_____/_____
Wayne Dyess, County Administrator Date

ASSIGNEE:

CITY OF ROBERTSDALE, ALABAMA

By: _____ / _____
Charles Murphy, Mayor Date

ATTEST:

_____/_____
Shannon Burkett, Clerk Date



Baldwin County Commission

Agenda Action Form

File #: 22-0022, **Version:** 1

Item #: BA5

Meeting Type: BCC Regular Meeting

Meeting Date: 10/5/2021

Item Status: New

From: Wayne Dyess, County Administrator; Anu Gary, Administrative Services Manager

Submitted by: Victoria Key, Administrative Support Specialist

ITEM TITLE

Renewal of Intergovernmental Service Agreements with Municipalities for the Use of County Voting Machines and the Services of the County Voting Machine Custodian and Employees for Municipal Elections

STAFF RECOMMENDATION

Take the following actions:

- 1) Adopt Resolution #2022-002 of the Baldwin County Commission, as authorized by Code of Alabama 1975, Section 11-102-1, providing for a determination by the Baldwin County Commission to enter into an Intergovernmental Service Agreement with municipalities in Baldwin County, Alabama, to allow the municipalities to use the County's voting machines and the services of the County Voting Machine Custodian for municipal elections; and
- 2) Authorize the Chairman to execute an Intergovernmental Service Agreement with each Baldwin County municipality that wishes to use County-owned voting machines:

City of Bay Minette
City of Daphne
Town of Elberta
City of Fairhope
City of Foley
City of Gulf Shores
Town of Loxley
Town of Magnolia Springs
City of Orange Beach
Town of Perdido Beach
City of Robertsdale
Town of Silverhill
City of Spanish Fort
Town of Summerdale

The term of this Agreement shall be for three (3) years 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. The parties may renew the contract for another term of not more than three (3) years on the same or amended terms by the same method by which the original contract was adopted.

BACKGROUND INFORMATION

Previous Commission action/date: October 16, 2018

Background: The State of Alabama Ethics Commission, Advisory Opinion No. 2018-03 issued on June 6, 2018, states that counties and municipalities may enter into contracts through which the municipality reimburses the county for the use of the county's election equipment and county employees who possess the requisite skill and knowledge to operate the equipment; but municipalities may not directly engage the county employee to do so under these facts without putting the employee in the position of violating Code of Alabama 1975, Section 36-25-S (a) and (c).

October 16, 2018, BCC Regular Meeting - The Commission adopted Resolution #2019-010 of the Baldwin County Commission, as authorized by Code of Alabama 1975, Section 11-102-1, providing for a determination by the Baldwin County Commission to enter into an Intergovernmental Service Agreement with municipalities in Baldwin County, Alabama, to allow the municipalities to use the County's voting machines and the services of the County Voting Machine Custodian for municipal elections and authorized the Chairman to execute an Intergovernmental Service Agreement with each Baldwin County municipality that wishes to use County-owned voting machines.

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: Reviewed previously by County Attorney

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration - forward copy of the resolution and the agreement to each municipality in Baldwin County, addressed to Mayor, ATTN: City/Town Clerk:

City of Bay Minette
Bob Wills, Mayor
Rita Diedtrich, Clerk
301 D'Olive Street
Bay Minette, Alabama 36507

City of Daphne
Robin LeJeune, Mayor
Candace Antinarella, Clerk
Post Office Box 400
Daphne, Alabama 36526

Town of Elberta
Jim Hamby, Mayor
Caryn H. Woerner, Clerk
Post Office Box 277
Elberta, Alabama 36530

City of Fairhope
Sherry Sullivan, Mayor
Lisa A. Hanks, Clerk
Post Office Drawer 429
Fairhope, Alabama 36533

City of Foley
Ralph Hellmich, Mayor
Katy Taylor, Clerk
Post Office Box 1750, Foley, Alabama 36536

City of Gulf Shores
Robert Craft, Mayor
Wanda Parris, Clerk
Post Office Box 299

Gulf Shores, Alabama 36547

Town of Loxley
Richard Teal, Mayor
Melissa Lawrence, Clerk
Post Office Box 9
Loxley, Alabama 36551

Town of Magnolia Springs
Kim Koniar, Mayor
Hannah Driskell, Clerk
Post Office Box 890
Magnolia Springs, Alabama 36555

City of Orange Beach
Tony Kennon, Mayor
Renee Eberly, Clerk
Post Office Box 458
Orange Beach, Alabama 36561

Town of Perdido Beach
Kae Hamilton, Mayor
Lynn Thompson, Clerk
9212 County Road 97
Perdido Beach, Alabama 36530

City of Robertsdale
Charles Murphy, Mayor
Shannon Burkett, Clerk
Post Office Box 429
Robertsdale, Alabama 36567

Town of Silverhill
Jared Lyles, Mayor
Nicole Haigler, Clerk
Post Office Box 309
Silverhill, Alabama 36576

City of Spanish Fort
Mike McMillan, Mayor
Becky Gaines, Clerk
7361 Spanish Fort Blvd
Spanish Fort, Alabama 36577

Town of Summerdale

David Wilson, Mayor
Tiffany Lynn, Clerk
502 West Lee Ave
Summerdale, Alabama 3658

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

Additional instructions/notes: N/A

STATE OF ALABAMA)

COUNTY OF BALDWIN)

***RESOLUTION #2022-002
OF THE
BALDWIN COUNTY COMMISSION***

AS AUTHORIZED BY CODE OF ALABAMA 1975, SECTION 11-102-1, PROVIDING FOR A DETERMINATION BY THE BALDWIN COUNTY COMMISSION TO ENTER INTO AN INTERGOVERNMENTAL SERVICE AGREEMENT WITH MUNICIPALITIES IN BALDWIN COUNTY, ALABAMA, TO ALLOW THE MUNICIPALITIES TO USE THE COUNTY'S VOTING MACHINES AND THE SERVICES OF THE COUNTY VOTING MACHINE CUSTODIAN FOR MUNICIPAL ELECTIONS.

WHEREAS, County is the duly formed governing body in and for Baldwin County, Alabama; and

WHEREAS, as authorized by Code of Alabama 1975, Section 11-102-1, any county or incorporated municipality of the State of Alabama may enter into a written contract with any one or more counties or incorporated municipalities for the joint exercise of any power or service that state or local law authorizes each of the contracting entities to exercise individually; and

WHEREAS, pursuant to Code of Alabama 1975, Section 11-102-3, no contract entered into shall take effect until the contract has been approved by the governing body of each of the contracting municipalities or counties. Approval by a county governing body shall be by adoption of a resolution, and approval by a municipal governing body shall be by adoption of an ordinance of general and permanent operation; and

WHEREAS, the municipalities in Baldwin County, Alabama, from time to time have requested assistance in their administration of the electoral franchise benefiting the public by providing the municipalities with the use, at no cost, of County-owned voting machines during municipal elections; and

WHEREAS, the State of Alabama Ethics Commission, Advisory Opinion No. 2018-03 issued on June 6, 2018, states that counties and municipalities may enter into contracts through which the municipality reimburses the county for the use of the County's election equipment and county employees who possess the requisite skill and knowledge to operate the equipment; but municipalities may not directly engage the county employee to do so under these facts without putting the employee in the position of violating Code of Alabama 1975, Section 36-25-S (a) and (c); and

WHEREAS, to cooperate in the administration of the electoral franchise benefiting the public, the County wishes to enter into an Intergovernmental Service Agreement with the municipalities in Baldwin County, Alabama, to allow the use of the County-owned voting machines, at no cost, for municipal elections with the understanding that each municipality shall be responsible for all costs associated with the provision of services of the County Voting Machine Custodian and any and all other election related costs and to provide for the reimbursement of County for the costs associated with the services which may be provided by the County Voting Machine Custodian, a County employee, or any other County employee in connection with the transportation, installation, service, maintenance, testing and use of County voting machines during municipal elections; and

WHEREAS, in order for the County to provide the services set forth above, the Baldwin County Commission requires that the County and the municipalities in Baldwin County, Alabama, enter into an Intergovernmental Service Agreement for the aforementioned purposes; now therefore

BE IT RESOLVED BY THE BALDWIN COUNTY COMMISSION IN REGULAR SESSION ASSEMBLED that the Commission hereby approves the terms of the Intergovernmental Services Agreement attached hereto to be entered into between the Commission and various incorporated municipalities of Baldwin County regarding the use, transportation, installation, maintenance and testing of County-owned voting machines during municipal elections and the reimbursement of County costs associated with the provision of such machines and the use of services of County employees, including the County Voting Machine Custodian and his or her designee(s).

DONE, at the County Seat, in Bay Minette, Alabama, and under the Seal of Baldwin County, Alabama, as affixed on this the 5th day of October, 2021.

JOE DAVIS, III
Chairman

ATTEST:

WAYNE DYESS
County Administrator

INTERGOVERNMENTAL SERVICE AGREEMENT

This Intergovernmental Service Agreement (“Agreement”) is entered into by and between the Baldwin County Commission (hereinafter “County”) and the City/Town of _____, Alabama (hereinafter “City/Town”), as follows:

RECITALS

WHEREAS, County is the duly formed governing body in and for Baldwin County, Alabama, and City/Town is an incorporated municipality of the State of Alabama; and

WHEREAS, as authorized by Code of Alabama 1975, Section 11-102-1, any county or incorporated municipality of the State of Alabama may enter into a written contract with any one or more counties or incorporated municipalities for the joint exercise of any power or service that state or local law authorizes each of the contracting entities to exercise individually; and

WHEREAS, no contract entered into pursuant to this chapter shall take effect until the contract has been approved by the governing body of each of the contracting municipalities or counties. Approval by a county governing body shall be by adoption of a resolution, and approval by a municipal governing body shall be by adoption of an ordinance of general and permanent operation; and

WHEREAS, to cooperate in the administration of the electoral franchise benefiting the public, the County allows the Cities/Towns to use the County’s voting machines, at no cost, for municipal elections with the understanding that each municipality shall be responsible for all costs associated with the provision of services of the County Voting Machine Custodian and any and all other election related costs; and

WHEREAS, the City/Town has requested that the County assist the City/Town in its administration of the electoral franchise benefiting the public by providing the City/Town with the use, at no cost, of County-owned voting machines as requested from time to time during municipal elections; and

WHEREAS, the City/Town agrees to remit to the County any and all actual costs for labor, expenses and equipment incurred by County in its performance of this Agreement; and

WHEREAS, County and City/Town now wish to enter into this Agreement to provide for the reimbursement of County for the costs associated with the services which may be provided by the County Voting Machine Custodian, a County employee, or any other County employee in connection with the transportation, installation, service, maintenance, testing and use of County voting machines during municipal elections.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the sufficiency of which being hereby acknowledged, County and City/Town do hereby agree as follows:

1. **Recitals:** The recitals set out above are incorporated into this Agreement, as though the same were set out in full in this paragraph.
2. **Purpose and Services to Be Performed:** The parties acknowledge and agree that the purpose of this Agreement is to provide for the reimbursement of County costs associated with the services which may be provided by the County Voting Machine Custodian, or his or her designee(s), in connection with the transportation, installation, service, maintenance, testing and use of County-owned voting machines during municipal elections. Upon request by the City/Town and approval by the County Administrator, the County Voting Machine Custodian, or his or her designee(s), shall be responsible for transporting, installation, servicing, testing and maintaining County Voting Machines for use in municipal elections, and the City/Town shall be responsible for reimbursement of the actual cost to the County for the provision of such services and for expenses incurred in connection with transport, maintenance, service, use and installation of the voting machines.
3. **Exclusive Contract:** The City/Town acknowledges that, due to the possibility of damaging the machines, only the County Voting Machine Custodian, or his or her designee(s), shall transport, install, service, maintain and/or test the voting machines for use during municipal elections. Notwithstanding this provision, the County Administrator may give consent for the City/Town to use the services of (manufacturer) to service or test such machines. The City/Town acknowledges that it will not and may not contract directly with County employees for the provision of such services.
4. **Reimbursement:** The County Voting Machine Custodian, or such other County employees as are designated to perform services under this agreement, shall maintain a record of all time and expenses incurred in connection with the transportation, installation, testing, service, maintenance and use of County voting machines. Prior to the election, upon request, the County shall provide the City/Town with the hourly rate to be charged by the County for the services of the County Voting Machine Custodian and/or his or her designee(s). Within 21 days after the election, the County shall provide an itemized invoice to the Town/City which reflects the cost to the County for the time and expenses incurred by such County employees and the County in connection with the use of the voting machines. Upon receipt of such invoice, the City/Town shall pay the invoiced sum within thirty (30) days.
5. **Approval and Effective Date:** This Agreement shall become effective upon the date of full execution by both parties (“Effective Date”).
6. **Term:** The term of this Agreement shall be for three (3) years 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. The parties may renew the

contract for another term of not more than three (3) years on the same or amended terms by the same method by which the original contract was adopted.

7. **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/Town shall be responsible for all costs incurred by the County through the date of receipt of the requisite termination notice. All notices provided for herein shall be sent as follows:

To City/Town:

To County:

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

8. **Indemnity and Limitations of Liability:** City/Town accepts the voting machines, work, property, product and services of the County as a result of the Project in its "WHERE IS," "AS IS," condition and acknowledges that the County has made no representation or warranty to City as to, and has no obligation for, the condition of the voting machines, work, property, product and services of the County or its employees. City/Town assumes the risk of any latent or patent defects or problems that are or may be contained in the voting machines, work, property, product and services of the County. City/Town agrees that the County shall not be liable for any injury, loss or damage on account of any defects or problems or from the services performed by County employees. City/Town for itself and City/Town Representatives waive and release the County from any claims for injury or damages to the City/Town by reason of the condition of the voting machines, work, property, product and services of the County or otherwise.

Furthermore, City/Town shall defend, indemnify and hold County harmless from and against all demands, actions and claims of any description whatsoever, for any and all claimed loss, injury or damages incurred by the use of County voting machines and the services of County employees, including, but not limited to, attorneys' fees and costs, arising out of, relating to, or resulting from, any and all acts or omissions in relation to the obligations hereunder.

All indemnity obligations, representations and assurances contained within this Agreement shall survive and exist beyond the date of termination or expiration of this Agreement, and time, or the lapse thereof, shall not be used for or argued as a defense by the City/Town against the same.

Nothing contained herein shall be construed to limit or modify the laws of Alabama as the same may apply to the County or City/Town or in any way diminish any immunity, absolute or qualified, to which the County and City/Town are otherwise entitled by law.

9. **Entire Agreement:** This Agreement represents the entire and integrated agreement between County and City/Town and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the parties.
10. **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/Town have contributed substantially and materially to the preparation of this Agreement.
11. **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.
12. **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.
13. **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 formation, interpretation and available remedies, without regard to Alabama conflict of law principles.
14. **Counterparts:** This Agreement may be executed in one or more counterparts, and all such counterparts shall substitute the same agreement. It shall be necessary to account for only one (1) such counterpart in proving this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of full execution below.

County:
BALDWIN COUNTY

_____/_____
JOE DAVIS, III / Date
Chairman

ATTEST:

_____/_____
WAYNE DYESS / Date
County Administrator

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, _____, a Notary Public in and for said County, in said State, hereby certify that JOE DAVIS, III, and WAYNE DYESS, whose names as Chairman and County Administrator of the Baldwin County Commission, respectively, are signed to the foregoing instrument and who are known to me, acknowledged before me on this date that, being informed of the contents of said instrument, they executed the same voluntarily with full authority to do so for and as an act of the Baldwin County Commission.

Given under my hand and official seal this the ____ day of _____, 20__.

Notary Public
My Commission Expires: _____

City/Town of _____:

_____/_____
Mayor /Date

Print Name

ATTEST:

_____/_____
City/Town Clerk /Date

Print Name

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, _____, a Notary Public, in and for said County in said State, hereby certify that _____, Mayor, and _____, City/Town Clerk, whose names as Mayor and City Clerk of _____, 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/Town, Alabama.

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

Notary Public
My Commission Expires: _____



STATE OF ALABAMA
ETHICS COMMISSION



MAILING ADDRESS
P.O. BOX 4840
MONTGOMERY, AL
36103-4840

STREET ADDRESS
RSA UNION
100 NORTH UNION STREET
SUITE 104
MONTGOMERY, AL 36104

COMMISSIONERS

Jerry L. Fielding, Ret. Sr. Circuit Judge, Chair
Frank C. "Butch" Ellis, Jr., Esq., Vice-Chair
Charles Price, Ret. Circuit Judge
Beverlye Brady, Esq.
John Plunk, Esq.

Thomas B. Albritton
Executive Director

TELEPHONE (334) 242-2997
FAX (334) 242-0248
WEB SITE: www.ethics.alabama.gov

June 7, 2018

Mr. Sonny Brasfield
Executive Director
Association of County Commissions of Alabama
P.O. Box 5040
Montgomery, AL 36103

Dear Mr. Brasfield:

At their meeting held on June 6, 2018, the members of the Alabama Ethics Commission granted your request for an Advisory Opinion and issued Advisory Opinion No. 2018-03. A copy of that opinion is attached.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Thomas B. Albritton
Executive Director

/td

Attachment



STATE OF ALABAMA ETHICS COMMISSION



MAILING ADDRESS
P.O. BOX 4840
MONTGOMERY, AL
36103-4840

STREET ADDRESS
RSA UNION
100 NORTH UNION STREET
SUITE 104
MONTGOMERY, AL 36104

COMMISSIONERS

Jerry L. Fielding, Ret. Sr. Circuit Judge, Chair
Frank C. "Butch" Ellis, Jr., Esq., Vice-Chair
Charles Price, Ret. Circuit Judge
Beverlye Brady, Esq.
John Plunk, Esq.

Thomas B. Albritton
Executive Director

TELEPHONE (334) 242-2997
FAX (334) 242-0248
WEB SITE: www.ethics.alabama.gov

June 6, 2018

ADVISORY OPINION NO. 2018-03

Mr. Sonny Brasfield
Executive Director
Association of County Commissions of Alabama
P.O. Box 5040
Montgomery, AL 36103

Personal Use of Office/County Employee
being hired to manage voting equipment for
municipality

Counties and municipalities may enter into contracts through which the municipality reimburses the county for the use of the County's election equipment and county employees who possess the requisite skill and knowledge to operate the equipment; but municipalities may not directly engage the county employee to do so under these facts without putting the employee in the position of violating Ala. Code § 36-25-5(a) and (c).

Dear Mr. Brasfield:

The Alabama Ethics Commission is in receipt of your request for a formal Advisory Opinion of this Commission, and this opinion is rendered pursuant to that request.

FACTS

The facts as have been presented to this Commission are as follows:

“County commissions are charged with the administration of voting machines in Alabama. This duty includes being responsible for the maintenance and storage of voting equipment, the preparation and testing of equipment in advance of elections, management of the equipment on election day and the steps necessary to ensure the orderly counting and certification of the election results after the polls have closed. The process is both costly and requires a substantial level of expertise on the part of those who are responsible for the operation of the voting equipment.

It is common practice for county commissions to make voting equipment available to municipalities for their elections, which do not usually coincide with either the political party primaries or the state’s general election. In order to protect the equipment and ensure orderly elections in the future, counties often make the equipment available only if it is managed and supervised by a person trained and certified to carry out such duties. Often, the only people available who meet those qualifications are county employees who have been trained and certified to carry out these duties for the county commission.

It has come to our attention that some cities may be hiring county employees, who are off-duty from their county positions, to manage the operation of county voting machines in municipal elections. The permissibility of this process, in light of the provisions of Alabama’s ethics law, is a matter that we believe needs clarification.”

QUESTIONS PRESENTED

If a county commission allows a municipality to utilize county voting equipment, at the municipality’s expense, may the municipality hire an off-duty county employee to manage the voting equipment? If such a practice is permissible, are there any limitations or conditions that should be considered?

ANALYSIS

The primary issues which the questions raise involve the application of Ala. Code § 36-25-5(a) and (c), which state:

- (a) No public official or public employee shall use or cause to be used his or her official position or office to obtain personal gain for himself or herself, or family member of the public employee or family member of the public official, or any business with which the person is associated unless the use and gain are otherwise specifically authorized by law. Personal gain is achieved

when the public official, public employee, or a family member thereof receives, obtains, exerts control over, or otherwise converts to personal use the object constituting such personal gain.

- (c) No public official or public employee shall use or cause to be used equipment, facilities, time, materials, human labor, or other public property under his or her discretion or control for the private benefit or business benefit of the public official, public employee, any other person, or principal campaign committee as defined in Section 17-22A-2, which would materially affect his or her financial interest, except as otherwise provided by law or as provided pursuant to a lawful employment agreement regulated by agency policy.

Under the facts, the employees referenced are paid for the election services provided to the municipality over and above their county pay and only while off-duty. They are being engaged by another public entity based on the specialized skill set they acquired through their county position, but they are using county equipment to earn additional compensation.

Such arrangements, therefore, put public employees in the position of violating the above-referenced Code sections. That being said, these arrangements may be used only if the County, and not the municipality, compensates the county employee to do this work. Whether that compensation is above and beyond what the employee is paid for their existing responsibilities is left to the County to determine. The county and the municipality may enter into a contract through which the municipality reimburses the county for the use of the employee and the county equipment, but the municipality may not directly engage the county employee to do so under these facts.

CONCLUSION

Counties and municipalities may enter into contracts through which the municipality reimburses the county for the use of the County's election equipment and county employees who possess the requisite skill and knowledge to operate the equipment, but municipalities may not directly engage the county employee to do so under these facts without putting the employee in the position of violating Ala. Code § 36-25-5(a) and (c).

AUTHORITY

By 4-0 vote of the Alabama Ethics Commission on June 6, 2018.

A handwritten signature in black ink, appearing to read "Jerry L. Fielding", is written over a horizontal line.

Jerry L. Fielding, Ret. Sr. Circuit Judge
Chair
Alabama Ethics Commission



Baldwin County Commission

Agenda Action Form

File #: 22-0016, **Version:** 1

Item #: BA6

Meeting Type: BCC Regular Meeting

Meeting Date: 10/5/2021

Item Status: New

From: Commissioner James E. Ball, District 1

Submitted by: Anu Gary, Administrative Services Manager

ITEM TITLE

Request to the Baldwin County Legislative Delegation Regarding Compensation and Minimum Qualifications Criteria for Baldwin County Coroner

STAFF RECOMMENDATION

Authorize the Chairman to execute correspondence to the Baldwin County Legislative Delegation, on behalf of the Baldwin County Commission, requesting the Baldwin County Legislative Delegation to consider and pass legislation increasing the annual compensation and required minimum qualifications criteria for the position of Coroner of Baldwin County, Alabama.

Specifically, the Commission is requesting the Legislative Delegation to consider the following:

- 1) Effective 2026 term of Coroner, to qualify to run for the position of Coroner of Baldwin County, Alabama, in addition to all other existing requirements by the State of Alabama and local Baldwin County law, the candidate must be certified by the American Board of Medicolegal Death Investigators (ABMDI).
- 2) Effective 2022 term of Coroner, increase the current annual salary of \$17,196.60, to \$52,000.00 annually, including annual COLA raises and other benefits provided to other elected County officials.

BACKGROUND INFORMATION

Previous Commission action/date: August 16, 2021, and September 7, 2021, BCC Work Sessions.

Background: Commissioner Ball requests for the Baldwin County Commission to submit a formal request to the Baldwin County Legislative Delegation to increase the standard qualifications and annual compensation for the position for Coroner of Baldwin County, Alabama. ***See attached draft letter to BC Legislative Delegation.***

Alabama Code Section 45-2-60 (Baldwin County Local Law)

Expense allowance; salary.

(a) The coroner of Baldwin County shall receive an additional expense allowance of five hundred dollars (\$500) per month which shall be paid from the county general funds. The expense allowance shall be in addition to any salary and other expense allowance heretofore provided to such officer.

(b)(1) The Coroner of Baldwin County shall receive an additional expense allowance not to exceed six hundred dollars (\$600) per month, the amount of which shall be determined by the county governing body and paid from the county general fund. The expense allowance shall be in addition to any salary and other expense allowance heretofore provided to the coroner, including the expense allowance provided in subsection (a).

(2) Beginning with the expiration of the term of the incumbent coroner, the salary for the coroner shall be increased by the amount of the then existing expense money allowable, payable in equal monthly installments from the general fund of the county and at that time subdivision (1) shall become null and void.

(c) In Baldwin County, the coroner shall be entitled to the same cost of living increase percentage granted to other public officials pursuant to Act 2000-108. If an increase is due during the term of the coroner, the increase shall be in the form of an expense allowance which will convert to salary effective the next term of office.

(Act 79-653, p. 1133, §1; Act 93-572, p. 953, §§12; Act 2000-437, p. 797, §1.)

Alabama Code Section 11-5-33

Coroner qualifications.

(a) No person shall be eligible to hold the office of coroner unless he or she meets the following qualifications:

(1) Is a citizen of the United States.

(2) Is a resident in the county in which he or she seeks the office of coroner for at least one year prior to his or her qualifying for election to the office and remains a resident of the county during his or her term of office.

(3) Is a registered voter.

(4) Has attained the age of 25 years prior to the date of the general primary election in the year that he or she qualifies for election to the office.

(5) Has obtained a high school diploma or its recognized equivalent.

(6) Has not been convicted of a felony offense or any offense involving moral turpitude contrary to the

laws of Alabama, or any other state, or the United States.

(7) Has successfully completed the next scheduled training course no longer than 180 days after his or her election or appointment, unless an affidavit affirms that the requirement of this subdivision has been met at the time of qualifying for the office.

(b) Each person offering his or her candidacy for the office of coroner shall file an affidavit with the judge of probate before whom the person has qualified to seek the office of coroner prior to or at the time of qualifying, which affidavit shall affirm that he or she meets all the qualifications required pursuant to this section.

(Act 2006-581, p. 1527, §4.)

Alabama Code Section 45-2-61.01 (Baldwin County Local Law)

Qualifications.

The county coroner must have a high school education or an equivalent degree. The county coroner prior to beginning his or her first term and all deputy coroners prior to their first such appointment shall complete at least a 20-hour coroner's death investigation course comparable to the standard course designed for death investigators by the National Association of Medical Examiners. After their first year of service, all coroners and deputy coroners shall attend not less than 20 hours of coroner's death investigation training during each calendar year that they serve and certification made and recorded in the Probate Office of Baldwin County.

(Act 92-691, 2nd Sp. Sess., p. 78, §2.)

Section 11-2A-4 (OMNIBUS Act)

Compensation increases.

(a) After August 1, 2016, the local officials covered by this chapter shall be entitled to receive the same uniform increases in compensation, whether the uniform increases are based on a percentage of compensation or a flat dollar amount, that are granted equally to all county employees by the county commission. The increases shall be in the same amount or percentage, as the case may be, as that amount or percentage increase provided to the county's employees.

Except as otherwise provided herein, officials in Category 2 shall be eligible for the cost-of-living increases beginning on October 1, 2000. If the implementation of this chapter increases the compensation of an incumbent office holder, the increase shall be paid as provided in subdivision (5) of Section 11-2A-2. The base compensation for the purposes of implementation of this subsection shall be that compensation established on October 1, 2000, and shall remain those respective amounts until increased as provided under the provisions of this chapter.

(b) Any provision of this chapter to the contrary notwithstanding, the Legislature, by local law, may increase the compensation for local officials covered under this chapter. However, if a local law increases the compensation of a local official, such local official shall not be entitled to any uniform increases pursuant to the procedure in subsection (a), until such time as the total compensation he or she would have received under subsection (a) is equal to or exceeds the increase provided by the local law.

(Act 2000-108, p. 148, §4; Act 2016-335, §1.)

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: Approved by County Attorney 09/17/2021 akq

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: Email signed request letter to Cliff McCollum, Baldwin County Legislative Delegation

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

Additional instructions/notes: N/A

October 5, 2021

The Honorable Alan Baker, Representative
The Honorable Matt Simpson, Representative
The Honorable Joe Faust, Representative
The Honorable Stephen McMillan, Representative
The Honorable Harry Shiver, Representative
The Honorable Chris Elliott, Senator
The Honorable Greg Albritton, Senator
Baldwin County Legislative Delegation
c/o Cliff McCollum, Legislative Constituent Services Director

**RE: Request for Legislative Action regarding Pay Increase and Modification to
Minimum Qualifications for Baldwin County Coroner**

Honorable Members of Baldwin County Legislative Delegation:

The Baldwin County Commission, during its regularly scheduled meeting held on October 5, 2021, authorized me as Chairman, to execute correspondence to the Baldwin County Legislative Delegation, on behalf of the Baldwin County Commission, requesting the Baldwin County Legislative Delegation to consider and pass legislation increasing the annual compensation and required minimum qualifications criteria for the position of Coroner of Baldwin County, Alabama.

Specifically, the Commission is requesting the Legislative Delegation to consider the following:

- 1) Effective 2026 term of Coroner, to qualify to run for the position of Coroner of Baldwin County, Alabama, in addition to all other existing requirements by the State of Alabama and local Baldwin County law, the candidate must be certified by the American Board of Medicolegal Death Investigators (ABMDI).
- 2) Effective 2022 term of Coroner, increase the current annual salary of \$17,196.60, to \$52,000.00 annually, including annual COLA raises and other benefits provided to other elected County officials.

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

Sincerely,

JOE DAVIS, III, Chairman
Baldwin County Commission

JD/akg Item _____



Baldwin County Commission

Agenda Action Form

File #: 22-0009, **Version:** 1

Item #: BA7

Meeting Type: BCC Regular Meeting

Meeting Date: 10/5/2021

Item Status: New

From: Wayne A. Dyess, County Administrator

Submitted by: Victoria Key, Administrative Support Specialist

ITEM TITLE

Resolution #2022-001 - Appropriation from the Commission Discretionary Fund - Mobile Bay Area Veterans Day Commission, Inc.

STAFF RECOMMENDATION

Take the following actions:

- 1) Adopt Resolution #2022-001 which appropriates no more than \$5,000.00 from the "Commission Discretionary Fund," and in Baldwin County Fiscal Year 2021-2022, to pay over, by agreement, to the Mobile Bay Area Veterans Day Commission, Inc.; and
- 2) Execute an Agreement between the Baldwin County Commission and Mobile Bay Area Veterans Day Commission, Inc., for a one-time total funding appropriation of \$5,000.00, with a term of (4) months, commencing October 5, 2021, and expiring February 6, 2022.

BACKGROUND INFORMATION

Previous Commission action/date: October 6, 2020

Background: The Mobile Bay Area Veterans Day Commission, Inc. has requested funding assistance in the amount of \$5,000.00 from the Baldwin County Commission to help defray the costs of the 2021 Veterans' Day activities in Mobile, Alabama.

Mobile Bay Area Veterans Day Commission, Inc., a domestic non-profit corporation listed in the Office of the Alabama Secretary of State at Entity ID Number 772-605, holds an annual enhanced Veterans Day observance in the greater Mobile Bay (Alabama) area to honor the veterans and members of the seven uniformed services of the United States and the United States Merchant Marine, as well as all reserve, National Guard and inactive components of such services.

This year's parade will begin at 10:00 am on Thursday, November 11, 2021, followed by a luncheon at 12:00 p.m. at Fort Whiting where Baldwin County will be recognized for their participation and contribution.

FINANCIAL IMPACT

Total cost of recommendation: \$5,000.00

Budget line item(s) to be used: 10051990.53420

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: Letter, copy of Resolution and original Agreement to:

Mr. Steven D. Carey, Colonel,
U.S. Air Force (Retired)
Mobile Bay Area Veterans Day Commission, Inc.
President
Post Office Box 321
Daphne, Alabama 36526

cc: Cian Harrison, Eva Cutsinger, Ronald J. Cink, Christie Davis

Additional instructions/notes: Administration upload Resolution to BCAP

STATE OF ALABAMA)

COUNTY OF BALDWIN)

**RESOLUTION #2022-001
OF THE
BALDWIN COUNTY COMMISSION**

PROVIDING FOR AN APPROPRIATION FROM THE "COMMISSION DISCRETIONARY FUND" AS AUTHORIZED BY SECTION 45-2-161 OF THE CODE OF ALABAMA (1975).

WHEREAS, Act 363 (1961) [Acts of Alabama, Regular, Special Sessions 1961, Vol. I, p. 383], as amended by Act 733 (1971) [Acts of Alabama, Organizational, Special and Regular Sessions 1971, Vol. II, p. 1448], as further amended by Act No. 99-413 (1999) [Acts of Alabama, Regular Session and First Extraordinary Session 1999, Vol. 2, p. 736], authorizes the county governing body of Baldwin County, Alabama, to appropriate and expend not more than \$25,000.00 per fiscal year for any purpose, not otherwise provided for by law, that is worthy, in the best interest of the county, and promotes the economic well-being of the citizens of the county from a fund as created by the aforementioned Local Acts of the Legislature of Alabama entitled the "Commission Discretionary Fund;" and

WHEREAS, further, the aforementioned Local Acts of the Legislature of Alabama [codified at Section 45-2-161 of the Code of Alabama 1975] require any appropriation to be authorized only by resolution of this county governing body as spread upon the official minutes of the County Commission of Baldwin County, Alabama.

COMES NOW, this honorable county governing body, pursuant to the authority as set forth by the aforementioned Local Acts of the Legislature of Alabama, desiring to appropriate and expend \$5,000.00, from the "Commission Discretionary Fund," and in Baldwin County Fiscal Year 2021-2022, to pay over, by agreement, to the Mobile Bay Area Veterans Day Commission, Inc., a domestic nonprofit corporation listed in the Office of the Alabama Secretary of State at Entity ID Number 772-605, to assist the Mobile Bay Area Veterans Day Commission, Inc., in the conduct of its 2021 Veterans Day Activities in Mobile, Alabama, whereby numerous Baldwin County citizens and Veterans of the Armed Forces of the United States shall participate, said appropriation/expenditure, in the judgment of this honorable county governing body, is worthy and in the best interest of the county, and which shall promote the economic well-being of the citizens of the county by and through strengthened economic ties between the Veterans of Mobile and Baldwin Counties and all the citizens of both counties which cooperation shall benefit the commercial sector of Baldwin County which proprietors include Baldwin County's many Veterans; now therefore

BE IT RESOLVED BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, That this honorable county governing body, pursuant to the authority as set forth by the aforementioned Local Acts of the Legislature of Alabama, hereby appropriates and expends \$5,000.00, from the "Commission Discretionary Fund," and in Baldwin County Fiscal Year 2021-2022, to pay over, by agreement, to the Mobile Bay Area Veterans Day Commission, Inc., a domestic nonprofit corporation listed in the Office of the Alabama Secretary of State at Entity ID Number 772-605, to assist the Mobile Bay Area Veterans Day Commission, Inc., in the conduct of its 2021 Veterans Day Activities in Mobile, Alabama, whereby numerous Baldwin County citizens and Veterans of the Armed Forces of the United States shall participate, said appropriation/expenditure, in the judgment of this honorable county governing body, is worthy and in the best interest of the county, and which shall promote the economic well-being of the citizens of the county by and through strengthened economic ties between the Veterans of Mobile and Baldwin Counties and

all the citizens of both counties which cooperation shall benefit the commercial sector of Baldwin County which proprietors include Baldwin County's many Veterans.

DONE, under the Seal of the County of Baldwin, at the County Seat in Bay Minette, Alabama, on this the 5th day of October, 2021.

JOE DAVIS, III, Chairman
Baldwin County Commission

ATTEST:

WAYNE DYESS
County Administrator

STATE OF ALABAMA)

COUNTY OF BALDWIN)

AGREEMENT

WHEREAS, the MOBILE BAY AREA VETERANS DAY COMMISSION, INC. (hereinafter referred to as “VETERANS DAY COMMISSION”), is a non-profit corporation organized to, among other things enumerated in their governing Articles of Incorporation, support and conduct an annual enhanced Veterans Day observance in the greater Mobile Bay (Alabama) area to honor the veterans and members of the seven uniformed services of the United States and the United States Merchant Marine, as well as all reserve, National Guard and inactive components of such services; further, to recognize all past, present and future contributions of these men and women to the security and well being of our nation; and, further, to seek an increased public awareness of the value of the contributions and accomplishments of veterans and their role in shaping American history; and

WHEREAS, the BALDWIN COUNTY COMMISSION (hereinafter referred to as “COMMISSION”) remains the honorable county governing body of Baldwin County, Alabama, and a political subdivision of the State of Alabama; and

WHEREAS, the COMMISSION recognizes the public and civic purposes for which the VETERANS DAY COMMISSION was organized, said public and civic purposes strengthening the economic ties of the Veterans of Mobile and Baldwin Counties and the virtues of good citizenship, patriotism, furthermore, providing a venue to honor all Alabamians who participated in all armed conflicts of the United States, representing the veterans of all branches of the United States Armed Services in all conflicts and educating the public on their contributions and sacrifices through annual Veterans Day activities and, in recognition of the aforesaid public and civic purposes, the COMMISSION desires to appropriate Five Thousand Dollars (\$5,000.00) to the VETERANS DAY COMMISSION, to partner with the VETERANS DAY COMMISSION in its provision of the VETERANS DAY COMMISSION 2021 Veterans Day Public Activities to be conducted on November 11, 2021, in Mobile, Alabama (hereinafter referred to as “2021 VETERANS DAY ACTIVITIES”); and

WHEREAS, further, the COMMISSION makes such one-time total funding appropriation to the VETERANS DAY COMMISSION respecting that the Supreme Court of the State of Alabama has ruled that Section 94 of the Constitution of Alabama 1901, as amended, is not violated when a public entity donates money or other thing of value in aid of a private individual or corporation if a public purpose is served. *Slawson v. Alabama Forestry Commission* 631 So. 2d 953 (Ala. 1994); and

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto AGREE as follows:

1. The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.
2. All VETERANS DAY COMMISSION facilities, services and activities, including, but not limited the 2021 VETERANS DAY ACTIVITIES, shall be accessible to the general public in accordance with VETERANS DAY COMMISSION rules and policies.

3. The VETERANS DAY COMMISSION and 2021 VETERANS DAY ACTIVITIES shall have a nondiscriminatory policy, and its facilities, services and activities, including, but not limited the 2021 VETERANS DAY ACTIVITIES, shall be available to the general public regardless of race, age, gender, disability or religion.
4. The COMMISSION shall assist the VETERANS DAY COMMISSION by providing the VETERANS DAY COMMISSION a one-time total funding appropriation of Five Thousand Dollars (\$5,000.00) to partner with the VETERANS DAY COMMISSION in its provision of the 2021 VETERANS DAY ACTIVITIES to be conducted on November 11, 2021, in Mobile, Alabama, which activities shall benefit the public and civic purposes of strengthening the virtues of good citizenship, patriotism, furthermore, honoring all Alabamians who participated in all armed conflicts of the United States and representing the veterans of all branches of the United States Armed Services in all conflicts to, collectively, educate the public on their contributions and sacrifices.
5. The VETERANS DAY COMMISSION expressly agrees to use the one-time total funding appropriation set forth at Section 4 of this Agreement consistent with this Agreement and, furthermore, agrees not to use any of the one-time funding appropriation set forth at Section 4 of this Agreement to aid any private or individual benefit. It being expressly understood that the one-time funding appropriation set forth at Section 4 of this Agreement, as provided by the COMMISSION, be utilized, by the VETERANS DAY COMMISSION only toward the purpose set forth at Section 4 of this Agreement.
6. This Agreement and the relationship created hereby does not in any manner create, imply or otherwise vest any authority in the VETERANS DAY COMMISSION on behalf of the COMMISSION. Furthermore, this Agreement hereby expressly forbids the creation of an agency or any action that would create or imply that the VETERANS DAY COMMISSION is an agent of the COMMISSION.
7. To the fullest extent allowed by law, the VETERANS DAY COMMISSION shall fully indemnify, defend and hold the COMMISSION, its County Commissioners, departments, employees, supervisors, insurer, agents, representatives and attorneys completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the VETERANS DAY COMMISSION or the COMMISSION pursuant to this Agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COMMISSION enforcing, defending or complying with this Agreement, or otherwise addressing or defending any actions or claims related in any way to this Agreement. The provisions of this Section 7 and the rights, duties and obligations set forth herein shall survive the expiration or termination of this Agreement.
8. Notwithstanding anything written herein to the contrary, all commitments made herein by the COMMISSION are subject to the availability of funds. If at anytime prior to the conveyance of the one-time funding appropriation the COMMISSION determines that the subject funds are not available, then the COMMISSION shall no longer be obligated or required to provide such one-time funding appropriation.
9. The VETERANS DAY COMMISSION agrees, as a condition of receiving the funding appropriation referenced in this Agreement, to:

- a. Supply to the COMMISSION, within thirty (30) days from a written request to do so, all applicable data that is necessary for the COMMISSION to ensure the proper expenditure of the subject funding appropriation.
10. This Agreement, provided in the form as one (1) original instrument for the records of the VETERANS DAY COMMISSION and one (1) original instrument for the records of the COMMISSION, represents the entire terms and conditions of the Agreement between the COMMISSION and the VETERANS DAY COMMISSION. It shall be necessary to account for only one (1) such instrument or counterpart in proving this Agreement.
 11. This Agreement shall be in effect for a period of four (4) months, or in a shorter time as may be determined by the COMMISSION, commencing October 5, 2021, and expiring February 6, 2022, and may be amended, during the aforementioned period of four (4) months, only by written amendment executed by the COMMISSION and the VETERANS DAY COMMISSION. The COMMISSION shall have the right to terminate this Agreement, with or without cause, by giving thirty (30) days written notice to the VETERANS DAY COMMISSION.

IN WITNESS WHEREOF, the parties have affixed their hands and seals this date, as follows:

BALDWIN COUNTY COMMISSION

 JOE DAVIS, III
 As Its: Chairman
 Date: _____

ATTEST:

 WAYNE A. DYESS
 County Administrator

STATE OF ALABAMA)
 COUNTY OF BALDWIN)

I, the undersigned authority, a Notary Public, in and for Baldwin County, Alabama, and the State of Alabama, hereby certify that JOE DAVIS, III, as Chairman of the Baldwin County Commission, and WAYNE A. DYESS, as County Administrator of the Baldwin County Commission, whose names are signed to the foregoing instrument and whom are known by me, acknowledged before me and on this day that, being informed of the contents of said instrument, they, as such officers of the Baldwin County Commission, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Baldwin County Commission.

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

 NOTARY PUBLIC
 My Commission expires: _____

**MOBILE BAY AREA VETERANS DAY COMMISSION,
INC.
P.O. Box 2187
Mobile, Alabama 36652-2187**

STEVEN D. CAREY, Colonel, U.S. Air Force (Retired)
As Its: President
Date: _____

STATE OF ALABAMA)
COUNTY OF _____)

I, the undersigned authority, a Notary Public, in and for _____ County, Alabama, and the State of Alabama, hereby certify that STEVEN D. CAREY, Colonel, U.S. Air Force (Retired), as President of the Mobile Bay Area Veterans Day Commission, Inc., whose name is signed to the foregoing instrument and who is known by me, acknowledged before me and on this day that, being informed of the contents of said instrument, he, as such President of the Mobile Bay Area Veterans Day Commission, Inc., and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Mobile Bay Area Veterans Day Commission, Inc.

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

NOTARY PUBLIC
My Commission expires: _____



**MOBILE BAY AREA VETERANS DAY
COMMISSION, INC.**

PO Box 321 Daphne AL 36526

(251) 431-8656 • vetsdaycommission@gmail.com



President, Baldwin County Commission

It is with great pleasure that the Mobile Bay Area Veterans' Day Commission welcomes and invites the Baldwin County Commission, schools, and citizens to participate in the annual Mobile Bay Area Veteran's Day festivities.

All are encouraged to attend and participate in Annual Mobile Bay Area Veterans' Day Parade through downtown Mobile at 10:00 am Thursday 11 November 2021. A convertible will be provided for the Baldwin County Commission President to ride in the parade. All Baldwin County JROTC units are invited to march in the parade and all Baldwin County High School Bands are also invited to march in the parade.

Baldwin County 4th Graders are invited to participate in a Veterans' Day Assembly in the aircraft pavilion 3:00pm Thursday 11 November 2021 at USS ALABAMA Battleship Park. All Baldwin County residents are invited to the Mobile Pops Patriotic Concert 7:00pm that evening also in the aircraft pavilion.

The Baldwin County Commission is invited to the Annual Mobile Bay Area Veterans' Day Luncheon 12:00pm Thursday 11 November 2021 in Fort Whiting. Baldwin County will be recognized for their participation and contribution.

The Mobile Bay Area Veterans' Day Commission requests a \$5,000 contribution from the Baldwin County Commission to help defray the costs of the Veterans' Day activities. Thank you for your support.

Respectfully,

Colonel Steve Carey USAF (Retired)
President Mobile Bay Area Veterans Day Commission



Alabama Secretary of State



Mobile Bay Area Veterans Day Commission, Inc.	
Entity ID Number	772 - 605
Entity Type	Domestic Non-Profit Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	03/04/1986
Registered Agent Name	TOENES, DAVID A
Registered Office Street Address	451 GOVERNMENT ST MOBILE, AL 36652
Registered Office Mailing Address	Not Provided
Nature of Business	---
Capital Authorized	
Capital Paid In	
Incorporators	
Incorporator Name	STEWART, WILLIAM HART
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	SCHIAVONI, VINCENT P
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Scanned Documents	

Mobile Bay Area Veterans Day Commission, Inc.	
Purchase Document Copies	
Document Date / Type / Pages	03/04/1986 Certificate of Formation 16 pgs.

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Baldwin County Commission

Agenda Action Form

File #: 22-0033, **Version:** 1

Item #: BA8

Meeting Type: BCC Regular Meeting

Meeting Date: 10/5/2021

Item Status: New

From: Wayne Dyess, County Administrator

Submitted by: Anu Gary, Administrative Services Manager

ITEM TITLE

Baldwin Regional Area Transit System Hub Property Located in Foley, Alabama - Termination of Lease Agreement, Acceptance of Property from City of Foley and Reciprocal Easement Agreement

STAFF RECOMMENDATION

Related to the BRATS Hub Property located in Foley, Alabama, take the following actions:

- 1) Accept the subject property from the City of Foley and make the Statutory Warranty Deed a part of the record; and
- 2) Approve the termination of the Lease Agreement between the City of Foley and the Baldwin County Commission originally entered into June 2, 1969, for the property leased by the County and used as a BRATS Hub (between N. Poplar Street and Juniper Street) in Foley, Alabama, said termination to be effective on October 5, 2021; and
- 3) Authorize the Chairman to execute a Reciprocal Easement Agreement between the City of Foley and the Baldwin County Commission, which allows either party to park vehicles on the other party's portion of the subdivided property and walk between the parcels. The agreement will be effective on October 5, 2021.

BACKGROUND INFORMATION

Previous Commission action/date:

May 17, 2021, BCC Work Session - Discussion

May 18, 2021, BCC Regular Meeting - Action taken

July 20, 2021, BCC Regular Meeting - Action taken

Background: The City of Foley will be constructing a safe room on the property currently leased by the County and used as a BRATS Hub. The property is located between N. Poplar Street and Juniper Street in Foley. The proposed safe room will accommodate up to 200 first responders. The City and County have agreed to terminate the long-term lease between the City and the County (originally approved June 2, 1969, with a termination date of May 31, 2068) and the City deeding a

portion of the property to the County for use as a parking area for BRATS and first responders.

The Foley City Council took action on July 6, 2021, to begin the process to terminate the lease agreement, convey the eastern half of the property to the County, and approve the cross-parking agreement for the property. The City Council conducted a public hearing and took action to finalize the approval at its July 19, 2021, City Council meeting.

The City of Foley will allow the County to utilize the City's safe room building for training purposes and meetings when the space is not reserved for City use or during emergencies.

PREVIOUS COMMISSION ACTION:

July 20, 2021, BCC Regular Meeting - The Commission took the following actions:

- 1) Approve the termination of the Lease Agreement between the City of Foley and the Baldwin County Commission originally entered into on June 2, 1969, for the property leased by the County and used as a BRATS Hub (between N. Poplar Street and Juniper Street) in Foley, Alabama, said termination to be effective once the eastern half of the property has been conveyed to the Baldwin County Commission by the City of Foley; and
- 2) Authorize the Chairman to execute a notice of termination of the Lease Agreement to the City of Foley; and
- 3) Authorize the Chairman to execute the Statutory Warranty Deed along with any other necessary documents accepting the subject property from the City of Foley; and
- 4) Authorize the Chairman to execute a Reciprocal Easement Agreement between the City of Foley and the Baldwin County Commission, which allows either party to park vehicles on the other party's portion of the subdivided property and walk between the parcels. The agreement will be effective upon full execution of the document.

The approval of the acceptance of the subject property by Baldwin County and the approval of the Reciprocal Easement Agreement are contingent upon County Attorney's review and approval of the final documents to be received from the City of Foley

May 18, 2021, BCC Regular Meeting - The Commission approved the request from the City of Foley regarding the use of a portion of County leased property, currently used as the BRATS Hub, located between N. Poplar Street and Juniper Street in Foley, Alabama, as a location for a proposed first responder safe room and parking area, contingent upon the following terms:

- 1) The City and County terminating the long-term lease on the entire property allowing for the 130-spot parking alternative for the first responder safe room on the western half of the property.
- 2) The County accepting the eastern half of the property from the City as a County-owned property.

3) The County and City entering into a cross parking agreement so both the County and the City can use the parking on the property.

4) The City coordinating with the County so that the County can book the use of the facility for training needs when the facility is not being used for emergencies or City training.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?
Yes, County Attorney review and approval is required.

Reviewed/approved by: Approved by County Attorney 09/23/2021 akq

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration Department

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Record Statutory Warranty Deed, Termination of Lease and Reciprocal Easement Agreement in Probate.

Correspondence to the City of Foley (with a copy of recorded Statutory Warranty Deed, fully executed original Termination of Lease Agreement, and fully executed original Reciprocal Easement Agreement):

The Honorable Ralph Hellmich, Mayor
City of Foley
407 E. Laurel Avenue
Foley, Alabama 36535
Attn: Michael Thompson, City Administrator

cc:
Wayne Dyess
Ann Simpson
Cian Harrison
Ron Cink
Wanda Gautney
Junius Long
Madison Steele

Additional instructions/notes: Administration - Update contract on BCAP with termination document added, mark inactive on BCAP. Finalize Deed Book for this property acquisition by adding previous agenda items/minutes, deed book entry name: BRATS Hub Property Foley.

-Original recorded Statutory Warranty Deed in Deed Book
-Original Termination of Lease and Reciprocal Easement Agreement in Deed Book with copies to Contract files (add a note in both copies in Contract files stating where originals are filed)

STATE OF ALABAMA
COUNTY OF BALDWIN

STATUTORY WARRANTY DEED

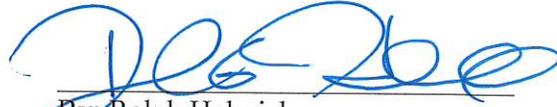
KNOW ALL MEN BY THESE PRESENTS THAT the CITY OF FOLEY, an Alabama Municipal Corporation, (hereinafter called "Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration this day in hand paid to Grantor by BALDWIN COUNTY, a political subdivision of the State of Alabama (hereinafter called "Grantee"), the receipt and sufficiency of which are hereby acknowledged, does, subject to all matters and exceptions hereinafter mentioned, hereby GRANT, BARGAIN, SELL and CONVEY unto the said Grantee, and to the successors and assigns of said Grantee, all of Grantor's interest in and to that real property in the County of Baldwin, State of Alabama, described on Exhibit "A" attached hereto and made a part hereof.

TO HAVE AND TO HOLD said property, together with all and singular, the rights, members, privileges, tenements, improvements, hereditaments, easements and appurtenances thereunto belonging or in anywise appertaining; subject, however to the matters and exceptions to which reference is hereinbelow made, unto the said Grantee, and the successors and assigns of the Grantee, FOREVER.

The property is conveyed subject to existing utility and drainage easements, rights of way, restrictive covenants, and all other matters applicable to said property and of record in the office of the Judge of Probate of Baldwin County, Alabama, and to zoning restrictions and building set-back lines, if any, as well as to the lien for ad valorem taxes hereafter falling due, which taxes Grantee assumes and agrees to pay when due. Grantor reserves any mineral interests that are available.

IN WITNESS WHEREOF, Grantor has caused this deed to be executed on this the 19th
day of July, 2021.

CITY OF FOLEY



By: Ralph Helmich
Its: Mayor



ATTEST:

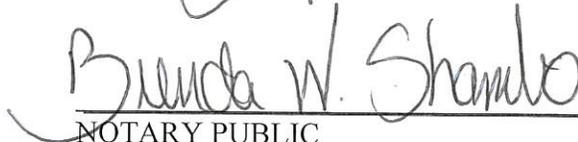


By: Kathryn Taylor
Its: City Clerk

STATE OF ALABAMA:
COUNTY OF BALDWIN:

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that RALPH HELMICH and KATHRYN TAYLOR, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 19th day of July, 2021.



NOTARY PUBLIC

My Commission expires:
(Notary Seal)

My Commission Expires
April 28, 2024

GRANTEE'S ADDRESS:



THIS INSTRUMENT PREPARED BY:

CASEY PIPES

Helmsing, Leach, Herlong, Newman & Rouse, P.C.

Post Office Box 2767

Mobile, Alabama 36652

(251) 432-5521

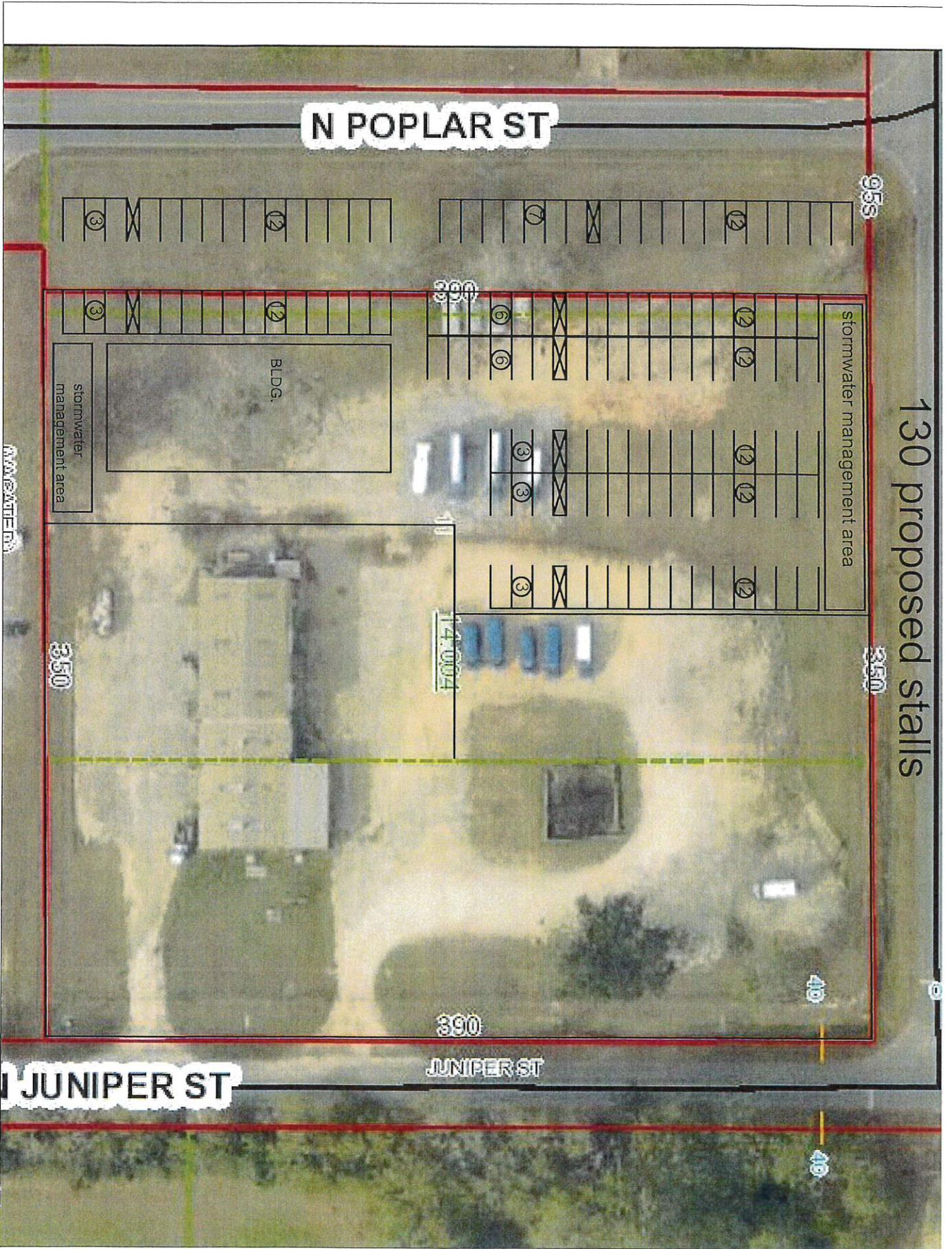
jcp@helmsinglaw.com

Exhibit A

LOT 1 OF THE REPLAT OF A PORTION OF LOTS 10, 11 & 12 OF THE SUMMIT ADDITION TO FOLEY, A DIVISION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 7 SOUTH, RANGE 4 EAST, AS SHOWN ON PLAT THEREOF RECORDED IN MAP BOOK 1, PAGE 30 IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA; LESS THE NORTH 10 FEET OF ALL SAID LOTS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM A 3/4" CRIMPED TOP IRON PIPE AT THE RIGHT-OF-WAY CENTERLINE INTERSECTION OF JUNIPER STREET AND BERRY AVENUE (STREET) AS SHOWN ON THE SUBDIVISION PLAT FOR SUMMIT ADDITION TO FOLEY, A DIVISION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 7 SOUTH, RANGE 4 EAST, RECORDED IN MAP BOOK 1, PAGE 30 IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA; THENCE RUN SOUTH 00°21'14" WEST ALONG SAID CENTERLINE OF JUNIPER STREET A DISTANCE OF 30.15 FEET TO A POINT; THENCE LEAVING SAID CENTERLINE RUN WEST A DISTANCE OF 30.00 FEET TO A 5/8" IRON REBAR WITH CAP (CA#156) ON THE SOUTH RIGHT-OF-WAY OF BERRY AVENUE; THENCE RUN SOUTH 89°45'43" WEST ALONG SAID SOUTH RIGHT-OF-WAY A DISTANCE OF 166.18 FEET TO A 5/8" IRON REBAR WITH CAP (CA#156) FOR THE POINT OF BEGINNING; THENCE LEAVING SAID SOUTH RIGHT-OF-WAY SOUTH 00°00'00" EAST A DISTANCE OF 236.59 FEET TO A 5/8" IRON REBAR WITH CAP (CA#156); THENCE RUN SOUTH 89°57'42" WEST A DISTANCE OF 75.01 FEET TO A 5/8" IRON REBAR WITH CAP (CA#156); THENCE RUN SOUTH 00°36'21" WEST A DISTANCE OF 152.29 FEET TO A 5/8" IRON REBAR WITH CAP (CA#156); THENCE RUN SOUTH 89°56'09" WEST A DISTANCE OF 147.66 FEET TO A 5/8" IRON REBAR WITH CAP (CA#085) LYING ON THE EAST RIGHT-OF-WAY OF POPLAR STREET; THENCE RUN NORTH 00°16'51" WEST ALONG SAID EAST RIGHT-OF-WAY A DISTANCE OF 388.12 FEET TO A 5/8" IRON REBAR WITH CAP (CA#085) LYING ON THE SOUTH RIGHT-OF-WAY OF BERRY AVENUE; THENCE RUN NORTH 89°45'23" EAST ALONG SAID SOUTH RIGHT-OF-WAY A DISTANCE OF 226.18 FEET TO THE POINT OF BEGINNING; SAID DESCRIBED PARCEL CONTAINING 1.74 ACRES, MORE OR LESS.

130 proposed stalls



N POPLAR ST

350

stormwater management area

BLDG.

stormwater management area

350

350

390

JUNIPER ST

JUNIPER ST

419

419

STATE OF ALABAMA

COUNTY OF BALDWIN

TERMINATION OF LEASE AGREEMENT

THIS TERMINATION OF LEASE AGREEMENT (this "Agreement") is entered into as of the ___ day of _____, 2021 (the "Effective Date") by and between the City of Foley, an Alabama municipal corporation ("Lessor") and Baldwin County, a political subdivision of the State of Alabama ("Lessee").

WHEREAS, Lessor and Lessee entered into a Lease and Agreement dated June 2, 1969 (the "Lease"), pursuant to which Lessee leased from Lessor certain real property located in the City of Foley, Baldwin County, Alabama, a copy of said Lease being attached hereto as Exhibit "A"; and

WHEREAS, Lessor and Lessee mutually desire to terminate the Lease;

NOW, THEREFORE, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee do hereby mutually agree that the Lease is hereby terminated and canceled, effective as of the Effective Date, and neither party shall have any further rights, duties, obligations or responsibilities thereunder.

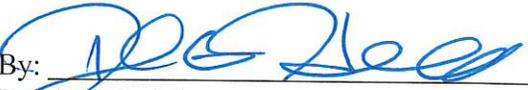
IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date set forth above.

[THE NEXT PAGE IS THE SIGNATURE PAGE]



LESSOR:

CITY OF FOLEY, an Alabama municipal corporation

By: 
Ralph Hellmich
Its Mayor

ATTEST: 
Kathryn Taylor
City Clerk

LESSEE:

BALDWIN COUNTY

By: _____
Name: _____
Title: _____

STATE OF ALABAMA

BALDWIN COUNTY

THIS LEASE AND AGREEMENT, made and entered into, in duplicate, on this the 2 day of June, 1969, by and between the CITY OF FOLEY, a municipal corporation, hereinafter referred to as "Lessor", and BALDWIN COUNTY, hereinafter referred to as "Lessee", WITNESSETH:-

That for and in consideration of the sum of ONE DOLLAR (\$1.00) this day cash in hand paid to the Lessor by the Lessee, receipt whereof is hereby acknowledged, and of the mutual covenants herein contained, the Lessor has and by these presents does hereby LEASE and RENT to the Lessee, the following described real estate in Baldwin County, Alabama, to-wit:-

Beginning at the Northeast corner of the Southeast Quarter (SE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section 21, Township 7 South, Range 4 East, which is also the intersection point of the center lines of an East and West Street, Berry Avenue, and a North and South Street, Juniper Street; thence run due South along centerline of Juniper Street for a distance of 417.4 feet to a point; thence run due West for a distance of 417.4 feet to a point; thence run due North for a distance of 417.4 feet to a point on the center line of Berry Avenue; thence run due East along the center line of Berry Avenue for a distance of 417.4 feet to the point of beginning. The above lot to contain 4.0 acres, more or less, and being in the Southeast Quarter (SE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section 21, Township 7 South, Range 4 East,

This property is to be used by the Lessee for a county barn and maintenance headquarters of the Baldwin County Highway Department or other related uses.

The said Lessor does hereby LEASE and RENT to the said Lessee the said premises for a term of ninety-nine (99) years, the expiration date of this lease being midnight, May 31, 2068.

In the event a building or structure is not placed on the property and the property not used by the Lessee for the purpose enumerated within a period of twelve (12) months following the date hereof, the Lessor may, by written notification, cancel said lease. It is also agreed that should the property be abandoned by the said Lessee and not used for a period of six (6) consecutive months after the expiration of the first year, the Lessor may also cancel and terminate said lease by written notification.

c. c. c.

FILED
304
129

The Lessee shall have the right to remove any improvements placed on this property on the expiration or on termination of this lease.

Lessee shall pay all charges for utilities used on the premises.

This Lease and Agreement is not transferable or assignable without the written consent of the Lessor previously obtained.

WITNESS the hands and seals of the parties hereto on this the day and year first above written.

CITY OF FOLEY

By Henry W. Carson
Mayor

ATTEST:
Lillian M. Zell
Clerk

As "Lessor"

BALDWIN COUNTY

By John B. Hadley
Chairman of Board of Commissioners

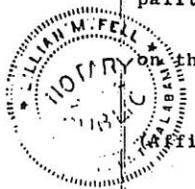
ATTEST:
[Signature]
Secretary
Clerk - C. C. M.

As "Lessee"

STATE OF ALABAMA

BALDWIN COUNTY

I, Lillian M. Zell, a Notary Public in and for said County in said State, hereby certify that HENRY W. CARSON, whose name as Mayor of the City of Foley, a municipal corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, he, as such officer and with full authority executed the same voluntarily for and as the act of said municipality.



Given under my hand and Notarial Seal hereto affixed by me this the 2 day of JUNE, 1969.

STATE OF ALABAMA
BALDWIN COUNTY
I certify that this instrument was filed on Lillian M. Zell
Notary Public, Baldwin County
State of Alabama

JUN 12 1969

STATE OF ALABAMA

BALDWIN COUNTY

I, George Humphries, a Notary Public in and for said County in said State, hereby certify that JOHN HADLEY, whose name as Chairman of the Board of Commissioners of Baldwin County, 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 Chairman and with full authority, executed the same voluntarily for and as the act of said County.

Given under my hand and Notarial Seal hereto affixed by me this the 10th day of JUNE, 1969.



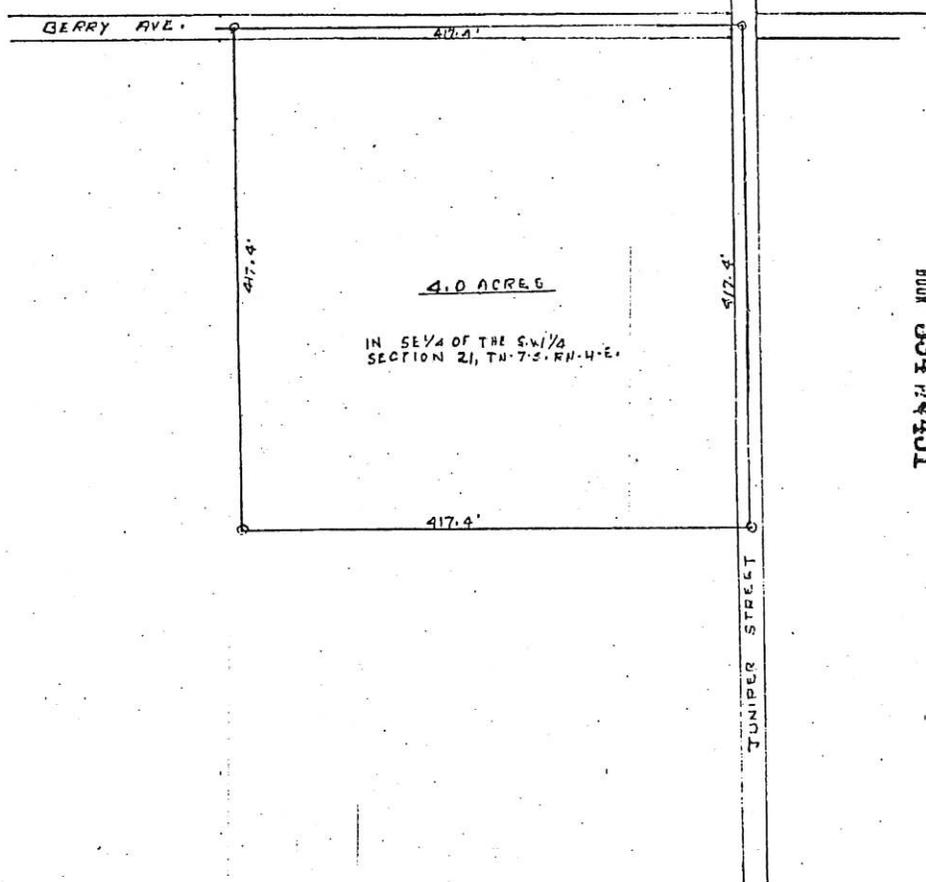
[Signature]
Notary Public, Baldwin County
State of Alabama

REC-301-131

SKETCH SHOWING LOCATION OF
LAND FOR A COUNTY BARN AND MAINTENANCE
HEADQUARTERS IN FOLEY AWP.

NE 1/4 OF THE SW 1/4
SECTION 21, T4N-7S-R4E

NW 1/4 OF THE
SE 1/4 OF SECTION
21, T4N-7S-R4E



4.0 ACRES

IN SE 1/4 OF THE SW 1/4
SECTION 21, T4N-7S-R4E

BERRY AVE.

417.4'

417.4'

417.4'

512.5'

JUNIPER STREET

BLK
394
431

RECIPROCAL EASEMENT AGREEMENT

This **RECIPROCAL EASEMENT AGREEMENT** (the "Agreement") is made this _____ day of _____, 2021, by and between City of Foley, an Alabama municipal corporation ("City"), and Baldwin County, a political subdivision of the State of Alabama ("County"), and together with City, each an "Owner" and collectively, the "Owners").

WITNESSETH

WHEREAS, City is the owner of that certain tract of land described on Exhibit "A" attached hereto and made a part hereof by this reference (the "City Tract"); and

WHEREAS, County is the owner of that certain tract of land described on Exhibit "B" attached hereto and made a part hereof by this reference (the "County Tract"); and

WHEREAS, the City Tract and the County Tract are adjacent to each other and are located as shown on Exhibit "C" attached hereto and made a part hereof by this reference; and

WHEREAS, each Owner mutually desires to impose certain easements upon their respective City Tract and County Tract for the mutual and reciprocal benefit of the other Owner as more particularly set forth below; and

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the Owners hereby grant, covenant and agree as follows:

1. Access and Parking Easements. Subject to any express conditions, limitations or reservations contained herein, the following non-exclusive access and parking easements are hereby created:

(a) An easement for the benefit of and as an appurtenance to the County Tract for access, ingress and egress over, upon, through and across the City Tract, together with the right to park vehicles on the City Tract within existing parking spaces or as otherwise directed by the owner of the City Tract.

(b) An easement for the benefit of and as an appurtenance to the City Tract for access, ingress and egress over, upon, through and across the County Tract, together with the right to park vehicles on the County Tract within existing parking spaces or as otherwise directed by the owner of the County Tract.

2. No Obstruction. Neither Owner shall construct or maintain any gates, fences, walls, curbs other obstructions which impair or prevent the full and intended reasonable use of the easements granted in this Agreement.

3. Effective Date. This Agreement shall become effective upon the date first written above.

IN WITNESS WHEREOF, the parties have executed this instrument as of the day and year first above written.

CITY OF FOLEY

Ralph Helmich

By: Ralph Helmich

Its: Mayor

ATTEST:

Kathryn Taylor

By: Kathryn Taylor

Its: City Clerk



STATE OF ALABAMA:
COUNTY OF BALDWIN:

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that RALPH HELMICH and KATHRYN TAYLOR, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 19th day of July, 2021.

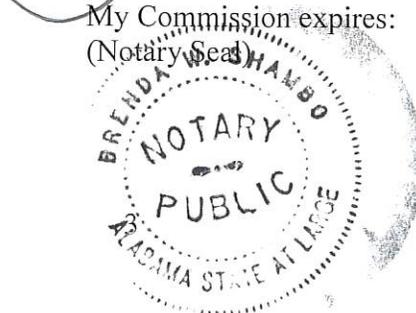
Brenda W. Shambo

NOTARY PUBLIC

My Commission expires:

(Notary Seal)

My Commission Expires
April 28, 2024



BALDWIN COUNTY

By: _____
Name: _____
Title: _____

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned Notary Public in said State, hereby certify that _____ whose name as _____ of Baldwin County, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said entity on the day the same bears date.

Given under my hand and official seal on this the ___ day of _____, 2021.

Notary Public
My Commission expires: _____
(NOTARY SEAL)

This instrument prepared by:

Casey Pipes
Helmsing, Leach, Herlong, Newman & Rouse, P.C.
P.O. Box 2767
Mobile AL 36652
(251) 432-5521
jcp@helmsinglaw.com

Exhibit A

LOT 1 OF THE REPLAT OF A PORTION OF LOTS 10, 11 & 12 OF THE SUMMIT ADDITION TO FOLEY, A DIVISION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 7 SOUTH, RANGE 4 EAST, AS SHOWN ON PLAT THEREOF RECORDED IN MAP BOOK 1, PAGE 30 IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA; LESS THE NORTH 10 FEET OF ALL SAID LOTS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM A 3/4" CRIMPED TOP IRON PIPE AT THE RIGHT-OF-WAY CENTERLINE INTERSECTION OF JUNIPER STREET AND BERRY AVENUE (STREET) AS SHOWN ON THE SUBDIVISION PLAT FOR SUMMIT ADDITION TO FOLEY, A DIVISION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 7 SOUTH, RANGE 4 EAST, RECORDED IN MAP BOOK 1, PAGE 30 IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA; THENCE RUN SOUTH 00°21'14" WEST ALONG SAID CENTERLINE OF JUNIPER STREET A DISTANCE OF 30.15 FEET TO A POINT; THENCE LEAVING SAID CENTERLINE RUN WEST A DISTANCE OF 30.00 FEET TO A 5/8" IRON REBAR WITH CAP (CA#156) ON THE SOUTH RIGHT-OF-WAY OF BERRY AVENUE; THENCE RUN SOUTH 89°45'43" WEST ALONG SAID SOUTH RIGHT-OF-WAY A DISTANCE OF 166.18 FEET TO A 5/8" IRON REBAR WITH CAP (CA#156) FOR THE POINT OF BEGINNING; THENCE LEAVING SAID SOUTH RIGHT-OF-WAY SOUTH 00°00'00" EAST A DISTANCE OF 236.59 FEET TO A 5/8" IRON REBAR WITH CAP (CA#156); THENCE RUN SOUTH 89°57'42" WEST A DISTANCE OF 75.01 FEET TO A 5/8" IRON REBAR WITH CAP (CA#156); THENCE RUN SOUTH 00°36'21" WEST A DISTANCE OF 152.29 FEET TO A 5/8" IRON REBAR WITH CAP (CA#156); THENCE RUN SOUTH 89°56'09" WEST A DISTANCE OF 147.66 FEET TO A 5/8" IRON REBAR WITH CAP (CA#085) LYING ON THE EAST RIGHT-OF-WAY OF POPLAR STREET; THENCE RUN NORTH 00°16'51" WEST ALONG SAID EAST RIGHT-OF-WAY A DISTANCE OF 388.12 FEET TO A 5/8" IRON REBAR WITH CAP (CA#085) LYING ON THE SOUTH RIGHT-OF-WAY OF BERRY AVENUE; THENCE RUN NORTH 89°45'23" EAST ALONG SAID SOUTH RIGHT-OF-WAY A DISTANCE OF 226.18 FEET TO THE POINT OF BEGINNING; SAID DESCRIBED PARCEL CONTAINING 1.74 ACRES, MORE OR LESS.

Exhibit B

LOT 2 OF THE REPLAT OF A PORTION OF LOTS 10, 11 & 12 OF THE SUMMIT ADDITION TO FOLEY, A DIVISION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 7 SOUTH, RANGE 4 EAST, AS SHOWN ON PLAT THEREOF RECORDED IN MAP BOOK 1, PAGE 30 IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA; LESS THE NORTH 10 FEET OF ALL SAID LOTS AND THE EAST 10 FEET OF SAID LOT 12 AS STATED IN DEED BOOK 374, PAGE 237 RECORDED IN SAID PROBATE OFFICE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM A 3/4" CRIMPED TOP IRON PIPE AT THE RIGHT-OF-WAY CENTERLINE INTERSECTION OF JUNIPER STREET AND BERRY AVENUE (STREET) AS SHOWN ON THE SUBDIVISION PLAT FOR SUMMIT ADDITION TO FOLEY, A DIVISION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 7 SOUTH, RANGE 4 EAST, RECORDED IN MAP BOOK 1, PAGE 30 IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA; THENCE RUN SOUTH 00°21'14" WEST ALONG SAID CENTERLINE OF JUNIPER STREET A DISTANCE OF 30.15 FEET TO A POINT; THENCE LEAVING SAID CENTERLINE RUN WEST A DISTANCE OF 30.00 FEET TO A 5/8" IRON REBAR WITH CAP (CA#156) ON THE WEST RIGHT-OF-WAY OF JUNIPER STREET FOR THE POINT OF BEGINNING; THENCE RUN SOUTH 00°19'23" WEST ALONG SAID WEST RIGHT-OF-WAY A DISTANCE OF 389.36 FEET TO A 1/2" IRON REBAR WITH CAP (CA#512); THENCE LAVING SAID WEST RIGHT-OF-WAY SOUTH 89°56'09" WEST A DISTANCE OF 240.60 FEET TO A 5/8" IRON REBAR WITH CAP (CA#156); THENCE RUN NORTH 00°36'21" EAST A DISTANCE OF 152.29 FEET TO A 5/8" IRON REBAR WITH CAP (CA#156); THENCE RUN NORTH 89°57'42" EAST A DISTANCE OF 75.01 FEET TO A 5/8" IRON REBAR WITH CAP (CA#156); THENCE RUN NORTH 00°00'00" EAST A DISTANCE OF 236.59 FEET TO A 5/8" IRON REBAR WITH CAP (CA#156) LYING ON THE SOUTH RIGHT-OF-WAY OF BERRY AVENUE; THENCE RUN NORTH 89°45'23" EAST A DISTANCE OF 166.18 FEET TO THE POINT OF BEGINNING; SAID DESCRIBED PARCEL CONTAINING 1.74 ACRES, MORE OR LESS.



Baldwin County Commission

Agenda Action Form

File #: 22-0056, **Version:** 1

Item #: BC1

Meeting Type: BCC Regular Meeting

Meeting Date: 10/5/2021

Item Status: New

From: Wayne Dyess, County Administrator; Felisha Anderson, Director of Archives/County Archivist

Submitted by: Felisha Anderson, Director of Archives/County Archivist

ITEM TITLE

Gulf Coast Resource Conservation and Development Council Grant Acceptance - Baldwin County Historic Driving and Walking Tour App (Phase III)

STAFF RECOMMENDATION

Take the following actions:

- 1) Accept the Gulf Coast Resource Conservation and Development Council Grant in the amount of \$5,000.00 to assist in the implementation of Phase III of the Baldwin County Historic Driving and Walking Tour App; and
- 2) Approve the Cooperative Agreement between Baldwin County Commission and Gulf Coast Resource Conservation; and
- 3) Authorize the Chairman to execute documents related to the above grant.

BACKGROUND INFORMATION

Previous Commission action/date:

June 15, 2021 - BCC authorized staff to apply for a Phase III Grant from Gulf Coast Resource, Conservation & Development Council Grant in the amount of \$5,000.00.

June 1, 2021 - BCC consented to accept Phase II Grant in the amount of \$5,000.00 from Gulf Coast Resource Conservation and Development Council.

July 21, 2020 - BCC authorized staff to apply for Phase II Grant.

November 5, 2019 - BCC consented to accept Phase I Grant in the amount of \$5,000.00.

Background: The Baldwin County Commission consented to accept Phase I and II Grants in the amount of \$5,000.00 each from the Gulf Coast Resource Conservation & Development Council (GCRC&D) to expand the Baldwin County Historic Driving Tour and Walking Tour App to encompass

other areas of Baldwin County to include South and Central Baldwin County and authorized the Chairman to execute the Cooperative Agreement between the GCRC&D and the Baldwin County Commission and any other documents related to the grant.

Staff continues to work to develop the Historic Driving and Walking Tour App for historic sites in Baldwin County for educational outreach as well as economic development and tourism. The app is marketed to visitors looking for a day trip to explore the County's history and culture and is promoted as an educational opportunity for residents and students looking to better understand the significant historic sites of Baldwin County. This app addresses all three of the GCRC&D focus areas. As an educational program for students and residents, the app allows for self-guided learning to accommodate a variety of educational and physical capabilities. Baldwin County's history is rich in agriculture and natural resources. This app offers the ability to gain a deeper understanding of how the county's agriculture and forestry industries have progressed through time. The goal is to teach users to appreciate and better care for the natural resources available in Baldwin County.

The grant amount is \$5,000.00 and staff requested the Commission to allocate \$15,000.00 toward the third phase of the project in FY2021-2022.

FINANCIAL IMPACT

Total cost of recommendation: Incoming revenue of \$5,000.00

Budget line item(s) to be used: Revenue Fund 106

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: Archives Director submit all required documents and quarterly reports as requested by the Council.

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

Katrina Taylor will enter grant in Munis.

Felisha Anderson will submit quarterly reports and a final report as required for Gulf Coast RC&D and update Commission on grant status.

Felisha Anderson will submit all required invoices to the Accounting Department for payment.

Administration mail fully executed copy Cooperative Agreement mailed to:

Mr. Charles D. Ramsey, Executive Director
Gulf Coast RC&D
309 East Ridgeley Street
Atmore, Alabama 36502

Additional instructions/notes: N/A



Cooperative Agreement

This Agreement is made and entered into on September 23, 2021, by and between The Gulf Coast Resource Conservation and Development Council, Inc. (hereinafter called the "Council"), and the Baldwin County Commission (hereinafter called the "Grantee").

The purpose of this agreement is to implement the project as described in the attached application or proposal entitled: Baldwin County Historic Driving and Walking Tour App.

The Council and the Grantee deem it mutually advantageous to cooperate in this project and hereby agree as follows:

1. The Council agrees:

- To provide \$5,000 in education funds after the execution of this agreement and when the funds become available. No funds will be available until after October 1, 2021, for the above-mentioned project and contingent on funding. Funds are subject to availability based on quarterly appropriations and **are subject to proration if ordered by the State Finance Director.**
- To provide other assistance in planning and implementation as requested.

Council grant funds are given on a reimbursement basis. The payment of grant funds will be made on the receipt of the required documentation including: a final report, photos of the project, invoices, and proof of payment in the form of cleared checks, bank statements, or credit card receipts.

2. The Grantee agrees:

- To return this signed Cooperative Agreement **within 30 days from the date issued.**
- To spend grant funds **only on approved items stated on the project application*.**
- To credit the Council on all published, printed, or social media posts relative to the funding for this project with the approved council logo (no stretching or alterations).
- To cooperate, inform, and coordinate with the Council all forms of events and press announcements of projects through print, electronics, social media, and any other form of media exposure. **Three weeks' notice is required for events and press announcements.**
- To comply with all provisions of the Federal Civil Rights laws and regulations.
- To submit quarterly reports stating progress of the project each quarter. Quarterly reports should be filed no later than December 31, March 31, and June 30 at Gulf Coast RC&D's website: <https://www.gulfcoast-rcd.org/quarterly-report.html>
- To submit financial documentation including all invoices, receipts, and proof of payment in the form of cleared checks or bank statements. **(Please note that financial documentation will NOT be accepted if dated before October 1, 2021).**
- To submit a one-page final completion report. (Final Report can be submitted on Gulf Coast RC&D's website at: <https://www.gulfcoast-rcd.org/final-report-form.html>)
- To submit photos in the form of .JPG file along with any news publications online or in print that were made during the project.



Grantee Agreement continued...

- To fully obligate all awarded grant monies. If you are nearing completion of the project and notice that you may underspend, notify the Council immediately. Gulf Coast RC&D Council must know by **June 1, 2022** that all project funds will be expended.
- To **complete** the project and have the appropriate documentation in our office **on or before August 1, 2022**. If the project will not get completed by this deadline, contact the Council immediately.
- To give the Council and State of Alabama Public Examiners, or its authorized representatives, access to and the right to examine all records, books, papers, or documents related to this agreement for up to three years after the last grant funds are expended.

Failure to comply with these conditions or to credit the Council will result in the withholding of the grant payment or disqualification from receiving future Council grants.

*If at any point a change of scope may need to be requested, contact the Council immediately. Call or contact the Project Manager, Emily Fayard, at (251) 368-1606 or at fayardrcd@gmail.com with questions relative to your project.

3. It is mutually agreed:
 - A. This agreement shall become effective upon signature of both parties.
 - B. This agreement may be revised upon mutual consent of both parties.
 - C. The Council may take appropriate action to ensure compliance with the terms of this agreement, which may include termination, suspension or other remedies deemed necessary.

Signatures

Gulf Coast RC&D Council - Executive Director

Date

Grantee Authorized Signer

Date

By signing this agreement, the recipient assures the Gulf Coast RC&D Council, Inc. that the program or activities provided for under this agreement will be conducted in compliance with all allocable Federal Civil Rights laws, rules, regulations, and policies. All programs and assistance of the Gulf Coast RC&D Council, Inc. are available without regard to race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation and marital or family status. Gulf Coast RC&D Council, Inc. is an equal opportunity provider and employer.

Felisha Anderson

From: Emily Fayard <fayardrcd@gmail.com>
Sent: Friday, September 24, 2021 10:57 AM
To: Felisha Anderson
Cc: Wayne Dyess
Subject: Congratulations! Gulf Coast RC&D Grant Funding
Attachments: Grant Completion Checklist - Baldwin County.pdf; Cooperative Agreement - Baldwin County Commission.pdf

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

The Gulf Coast Resource Conservation and Development Council would like to take the time to congratulate you on being selected as a Grantee for the 2022 program year. You will receive a reimbursement in the amount of \$5,000 upon completion of the project entitled: Baldwin County Historic Driving and Walking Tour App.

Attached you will find the official Cooperative Agreement form and grant completion checklist.

Please review the following information carefully:

- The Cooperative Agreement form must be signed & sent back to our office within 10 days of receiving.
- **Projects must be completed with all funds spent before August 1, 2022.** If you are nearing completion of the project and notice the grant will be underspent, contact Gulf Coast RC&D immediately.
- If at any time there is an issue such as a delay with the project or you would like to request a change of scope, you must notify Gulf Coast RC&D as soon as possible.
- This grant is awarded on a reimbursement basis. In order to receive reimbursement for a completed project all of the following required documentation must be submitted to Gulf Coast RC&D:

- Signed Cooperative Agreement form
- Quarterly reports submitted by the deadline (as stated on Cooperative Agreement form)
- Invoices & receipts showing where and how the grant funds were spent (**receipts must be dated no earlier than October 1, 2021**)
- PROOF OF PAYMENT in the form of cleared checks, bank statements, or credit card receipts
- Photos of the project
- Final report data collection form: (<https://www.gulfcoast-rcd.org/final-report-form.html>)
- Permission to do a Press Release and give Gulf Coast RC&D Council credit.

If you have any questions at all, please do not hesitate to contact us and we will be happy to help!

Thank you,

Emily Fayard

Gulf Coast RC&D Project Manager

309 E Ridgeley Street Atmore, AL 36502

Office Phone: (251) 368-1606

Email: fayardrcd@gmail.com

Website: <https://www.gulfcoast-rcd.org/>



Baldwin County Commission

Agenda Action Form

File #: 22-0021, **Version:** 1

Item #: BC2

Meeting Type: BCC Regular Meeting

Meeting Date: 10/5/2021

Item Status: New

From: Wayne Dyess, County Administrator

Submitted by: Felisha Anderson, Archives Director/County Archivist

ITEM TITLE

Request from Baldwin County High School - Cross Country Championships Event at Bicentennial Park

STAFF RECOMMENDATION

Approve Baldwin County High School to host the Cross-Country Championships event at Baldwin County Bicentennial Park in Stockton, Alabama, on Saturday, October 16, 2021, beginning at 8:00 a.m. and ending at 12:00 p.m. and waive any park reservation fees associated with this request.

BACKGROUND INFORMATION

Previous Commission action/date: BCC Regular Meetings 9/1/2020, 10/1/2019 and 9/18/2018

The Baldwin County Commission, during its regularly scheduled meeting held on September 1, 2020, approved Baldwin County High School to host the Cross-Country Championship event at Baldwin County Bicentennial Park in Stockton, Alabama, on Saturday, October 16, 2020, beginning at 8:00 a.m. and ending at 12:00 p.m. and waived any park fees associated with the request.

Background: The County Administrator received correspondence from Mr. Matthew Beckett, Cross-Country Coach for Baldwin County High School, requesting the use of Bicentennial Park in Stockton, Alabama for a Cross-Country Championship Event on Saturday, October 16, 2021, beginning at 8:00 a.m. and ending at 12:00 p.m. This is when cross-country teams from every high school in Baldwin County compete. There are two races in the Championship meet, one for girls and one for boys. The admission to the event this year is \$5.00 per vehicle. The approximate number of people expected to be in attendance is 500. Mr. Beckett will be the responsible party

.

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 - mail correspondence to Mr. Beckett with the Commissioner's response to this request.

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

Mail Correspondence to:

Mr. Matthew Beckett
Baldwin County High School
1 Tiger Drive
Bay Minette, Alabama 36507

Additional instructions/notes: cc: Felisha Anderson, Wayne Dyess, Madison Steele, Cliff Milton

Felisha Anderson

From: bccwebmaster <bccwebmaster@baldwincountyal.gov>
Sent: Thursday, August 5, 2021 1:36 PM
To: ARCHIVALRECORDS
Subject: New form response - Bicentennial Park Reservation

New form response

localhost

Form: [Bicentennial Park Reservation](#)

A new response was submitted on 05 August 2021, 01:35 PM.

Name of Requestor	Matt Beckett
Name of Applicant/Individual/Group/Organization	Baldwin County High School
Street, City, State and Zip Code	1 Tiger Drive, Bay Minette, AL 36507
Telephone Number(s)	2514555185
Bicentennial Park Group Tour	
Bicentennial Park Pavilion	Not Applicable (none)
Bicentennial Park Church	Not Applicable (none)
Bicentennial Park - Entire Park	Not Applicable (none)
Date(s) of Event	October 16, 2021
Number of People Attending	500
Time(s) of Event	6:00am - 11:00am
Describe the Event Activity/Purpose	Baldwin County Cross Country Championships (hosted by Baldwin County High School)
Email	mdbeckett@bcbe.org
Required	I have read and agree to comply with the above listed guidelines and responsibilities for this reservation.

[View response](#)

This email is sent automatically by Progress Sitefinity CMS.

Felisha Anderson

From: Felisha Anderson
Sent: Friday, August 6, 2021 8:04 AM
To: jedgar0604@yahoo.com
Cc: ARCHIVALRECORDS; Madison Steele; Cliff Milton; James Swearingen; Ronald Jones; Joel Valenti; Caleb Hacker
Subject: Bicentennial Park Reservation (Historic Montpelier Methodist Church & Pavilion) - Saturday, December 4, 2021
Attachments: Indemnification Form.pdf

Dear Ms. Edgar,

Your request to reserve the **Historic Montpelier Methodist Church and Pavilion** on **Saturday, December 4, 2021 from 1:00 p.m. - 4:30 p.m.** for your wedding ceremony and reception has been received.

Reservations are processed in the order they are received. In order for your reservation to be completed, you are required to:

- 1) Sign the attached Indemnification Form in front of a notary public.
- 2) Return the original signed/notarized form by mail or in person.
- 3) Pay the applicable usage fee.

YOUR RESERVATION IS NOT SECURED UNTIL THE ORIGINAL SIGNED INDEMNIFICATION FORM AND FULL PAYMENT IS RECEIVED.

Please return your signed Indemnification Form and usage fee to the below address.

By mail: Baldwin County Commission Department of Archives & History
ATTN: Reservations
312 Courthouse Square, Ste. 26
Bay Minette, AL 36507

In person: Baldwin County Department of Archives & History
305 East 2nd Street
Bay Minette, AL 36507

Our office hours are Mon-Fri, 8:00 am-4:30 pm.

Please contact me if you have any questions regarding your reservation.

Sincerely,

Felisha Anderson

Director/County Archivist
Special Historic Projects Coordinator
Baldwin County Commission
Mailing Address: 312 Courthouse Square, Suite 26 - Bay Minette, Alabama 36507
Physical Address: 305 East 2nd Street, Bay Minette, Alabama 36507

Office: (251) 580-2572 Mobile: (251) 272-0565 Fax: (251) 580-2528

Archives Ext. 2572

Email: fanderson@baldwincountyal.gov

Department Email: archivalrecords@baldwincountyal.gov

Website: <http://baldwincountyal.gov/departments/archives-history>



BALDWIN
— COUNTY, ALABAMA —
EST. 1809

The Copyright law of the United States (Title 17, United States Code) governs the making of photocopies or other reproductions of copyrighted materials. Under certain conditions specified in the law, libraries and archives are authorized to furnish a photocopy or other reproduction. One of these specified conditions is that the photocopy or reproduction is not to be “used for any purpose other than private study, scholarship, or research.” If a user makes a request for, or later uses, a photocopy or reproduction for purposes in excess of “fair use,” that user may be liable for copyright infringement.

REQUEST FOR USE OF BICENTENNIAL PARK

Host name: Baldwin County High School

Date of event: Saturday, October 16th (morning); races start at 8:00 (girls 5K) and 8:40 (boys 5K)

History behind the event: The Baldwin County Cross Country Championships is held every year in October where all the high school cross country teams (both girls and boys) in Baldwin County compete in a 5K race.

Approximate number of attendees: approximately 500

Responsible Party: Baldwin County High School – Coach Matt Beckett (mdbeckett@bcbe.org ; 251-455-5185)

Cost to attend event: Admission is \$5 per vehicle.

Please let me know if there are any questions.

Thanks,

Matt Beckett
Baldwin County HS
Cross Country

IN ITS USE of Baldwin County, Alabama's facility/facilities as listed in the above Park Facility Reservation Request Form on date(s) listed above, to the fullest extent allowed by law, the Requestor and the Applicant, (Responsible Parties for the event) agree to indemnify, defend, and hold harmless Baldwin County, Alabama, its Commissioners, officers, department heads, employees, agents, attorneys and representatives, against all claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorney's fees and other costs and expenses of litigation, which may be asserted against or incurred by Baldwin County, Alabama, or for which Baldwin County, Alabama, may be liable, which arise from the negligence, misconduct, acts or omissions of the Responsible Parties, their officers, owners, shareholders, employees, invitees, representatives, agents, members or subcontractors arising out of any activities, actions or omissions in relation to the use of Baldwin County, Alabama's facility/facilities as listed in the above Park Facility Reservation Request Form. Baldwin County, Alabama, does not and shall not waive any rights against the Responsible Parties which it may have by reason of this indemnification. Furthermore, the Responsible Parties agree, in use of Baldwin County, Alabama's facility/facilities as listed in the above Park Facility Reservation Request Form, to return said county property to a pre-event condition upon exiting said county property. Responsible Parties' duties and requirements contained within this indemnification agreement shall survive the termination or expiration the Park Facility Reservation and the completion of the event and shall remain in full force and effect. The use of the facility/facilities shall be subject to all rules, regulations and requirements as may be adopted and/or amended by the Baldwin County Commission.

I, in my capacity as the Requestor and as representative of the Applicant, have read and agree to comply with the above listed guidelines and responsibilities for this reservation.

IN WITNESS WHEREOF, the Requestor, in his or her individual capacity and as representative on behalf of the Applicant, (the Responsible Parties) have executed this Indemnification and Usage Requirements instrument as of the date of full execution herein below.

BY: Matt Beckett [Signature] 9/4/21
AS: Requestor /Date

BY: [Signature]
AS: Representative on behalf of the Applicant

Title: _____

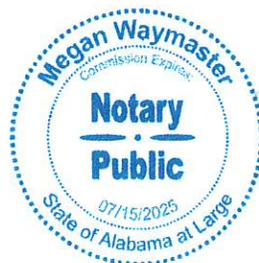
STATE OF Alabama

COUNTY OF Baldwin

I, Megan Waymaster, a Notary Public in and for said County in said State, hereby certify that Matthew Beckett, whose name as Requestor and as responsible for the Applicant, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, with full authority, executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal this the 4 day of September, 20 21.
Megan Waymaster
Notary Public

My Commission Expires: 07/15/2025



Felisha Anderson

From: Matthew Beckett <mdbeckett@bcbe.org>
Sent: Friday, September 10, 2021 1:51 PM
To: Wayne Dyess
Cc: Felisha Anderson
Subject: Fee waiver request for using Bicentennial Park for Baldwin County Cross Country Championships

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Mr. Dyess,

Request for fee waiver for use of Bicentennial Park for Baldwin County Cross Country Championships

Host name: Baldwin County High School

Date of event: Saturday, October 16th (morning); races start at 8:00 (girls 5K) and 8:40 (boys 5K)

History behind the event: The Baldwin County Cross Country Championships is held every year in October where the all the high school cross country teams (both girls and boys) in Baldwin County compete in a 5K race.

Approximate number of attendees: approximately 500

Responsible Party: Baldwin County High School – Coach Matt Beckett (mdbeckett@bcbe.org ; 251-455-5185)

Cost to attend event: Admission is \$5 per vehicle.

Please let me know if there are any questions.

Thanks,

Matt Beckett
Baldwin County HS
Cross Country



Baldwin County Commission

Agenda Action Form

File #: 22-0024, **Version:** 1

Item #: BE1

Meeting Type: BCC Regular Meeting

Meeting Date: 10/5/2021

Item Status: New

From: Wanda Gautney, Purchasing Director/Terri Graham, Development and Environmental Director/Ed Fox, Deputy Development and Environmental Director

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Competitive Bid #WG20-51A - Provision of Roadside Litter Collection Services from County Right-of-Ways within the Unincorporated Areas of Baldwin County, Alabama for the Baldwin County Commission

STAFF RECOMMENDATION

Extend the Contract for Competitive Bid #WG20-51A - Provision of Roadside Litter Collection Services from County Right-of-Ways within the Unincorporated Areas of Baldwin County, Alabama with **Creek Clean, LLC**, for an additional twelve (12) months at the same prices and terms stated in the bid specifications as awarded on November 17, 2020. The Contract extension will expire on November 17, 2022.

BACKGROUND INFORMATION

Previous Commission action/date:

11/17/2020 meeting: Awarded the bid to the lowest bidder, Creek Clean, LLC, for the Provision of Roadside Litter Collection Services from County Right-of-Ways within the Unincorporated Areas in the amount of \$26,800.00 per month and authorized the Chairman to execute the Contract. (Contract will be for twelve (12) months effective the same day as full execution).

9/1/2020 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the Provision of Roadside Litter Collection Services from County Right-of-Ways within the Unincorporated Areas of Baldwin County, Alabama for the Baldwin County Commission; and 2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid was advertised.

10/06/2020 meeting: 1) Rejected all bids received and authorized the Purchasing Director to re-bid for the Provision of Roadside Litter Collection Services from County Right-of-Ways within the Unincorporated Areas of Baldwin County; and 2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or

clarifications if required after the bid is advertised.

Background: The Development and Environmental Director has requested that the Commission extend the bid for the Provision of Roadside Litter Collection Services from County Right-of-Ways within the Unincorporated Areas of Baldwin County, Alabama with Creek Clean, LLC, that was awarded on November 17, 2020, for an additional twelve (12) months. The bid specifications contained a stipulation that the bid could be extended for two (2) additional twelve (12) month periods by the Commission at their option, if acceptable by the vendor. Any additional contract or extensions will be at the same prices, terms and conditions stated in the bid. The vendor, Creek Clean, LLC, has submitted an email agreeing to extend the bid prices for an additional twelve (12) months. The Contract extension will expire on November 17, 2022. Contract attached for review.

FINANCIAL IMPACT

Total cost of recommendation: \$26,800.00 per month = \$321,600.00 per year

Budget line item(s) to be used: 51054850.51500

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

N/A

LEGAL IMPACT

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

Standard County Contract

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 10/5/2021

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

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

Letter to vendor

Additional instructions/notes: N/A

From: [Miroslava Casanova](#)
To: [Wanda Gautney](#)
Subject: RE: Bid #WG20-51A - Provision of Roadside Litter Collection Services from County Right-of Ways for Baldwin County Commission
Date: Wednesday, September 15, 2021 3:22:42 PM
Attachments: [555050E540BC48F5A0EEA313CE01AA5E\[227605241\].png](#)

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Good afternoon Ms. Wanda Gautney,

Creek Clean, LLC contentedly agrees to a twelve (12) month extension at the same prices and terms of the original bid which was award on November 17, 2020.

Sincerely,



Miroslava Casanova,
Chief Marketing Officer



(559) 862-5801
miroslava@creekclean.com

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From: Wanda Gautney <wgautney@baldwincountyal.gov>
Sent: Wednesday, September 15, 2021 2:14:10 PM
To: Miroslava Casanova <miroslava@creekclean.com>
Subject: Bid #WG20-51A - Provision of Roadside Litter Collection Services from County Right-of Ways for Baldwin County Commission

Bid #WG20-51A – Provision of Roadside Litter Collection Services from County Right-of Ways will be expiring on November 17, 2021. The bid specifications included an option to renew the bid for an

additional twelve (12) months if the vendor agrees, at the same prices and terms as the original bid award. Baldwin County would like to extend the bid for twelve (12) months. I have attached a copy of the Award Listing for your review.

Please let me know if Creek Clean, LLC , agrees to a twelve (12) month extension at the same prices and terms of the original bid award dated November 17, 2020.

Thanks

Wanda Gautney, Purchasing Director
Baldwin County Purchasing Department
Phone: (251) 580-2520
Fax: (251) 580-2536
Email: wgautney@baldwincountyal.gov



State of Alabama)

County of Baldwin)

CONTRACT FOR PROFESSIONAL SERVICES

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

WITNESSETH:

Whereas, at its regular meeting on October 6, 2020, the COUNTY authorized staff to solicit bids for the Provision of Roadside Litter Collection Services from County Right-of-Ways within the Unincorporated Areas of Baldwin County, Alabama for the Baldwin County Commission; and

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

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

- I. Definitions. The following terms shall have the following meanings:
 - A. COUNTY: Baldwin County, Alabama
 - B. COMMISSION: Baldwin County Commission
 - C. PROVIDER: Creek Clean, LLC

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

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

- IV. Professional Qualifications. For the purpose of this Contract, the PROVIDER represents and warrants to the COUNTY that it possesses the professional, technical, and administrative personnel with the specific experience and training necessary to provide the professional services required herein.
- V. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- VI. Representation/Warranty of Certifications, Etc. PROVIDER represents and warrants that PROVIDER is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that PROVIDER shall renew, maintain, and otherwise ensure that all such certifications, licenses, and permits are current and valid, without interruption, for and through completion of the services. The representation and warranty aforesaid is a material inducement to the COUNTY in entering this Contract, and the parties agree that the breach thereof shall be deemed material at the County's option.
- VII. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VIII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract.
- IX. No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Contract. Therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.
- X. Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- XI. Entire Agreement. This Contract represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by all parties.

- XII. Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XIII. Assignment. This Contract or any interest herein shall not be assigned transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIV. Ownership of Documents/Work. The COUNTY shall be the owner of all copyright or other intellectual property rights in reports, documents and deliverables produced and paid for under this Contract, and to the extent permitted by Alabama law, any such material may be reproduced and reused at the discretion of the COUNTY without payment of further consideration. PROVIDER shall not transfer, disclose, or otherwise use such information for any purpose other than in performance of the services hereunder, without the COUNTY's prior written consent, which may be withheld or granted in the sole discretion of the COUNTY.
- XV. Notice. Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER: Creek Clean, LLC
 ATTN: Miroslava Casanova
 777 Lynn McGhee Drive, #462
 Atmore, AL 36502

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

- XVI. Services to be Rendered. PROVIDER is retained by the COUNTY as a professionally qualified Contractor. The general scope of work for the services shall include all the terms and Conditions of "**Competitive Bid #WG20-51A**", the same being expressly incorporated herein by reference, and without limitation will encompass:

"Competitive Bid #WG20-51A – Provision of Roadside Litter Collection Services from County Right-of-Ways within the Unincorporated Areas of Baldwin County, Alabama for the Baldwin County Commission"

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

- B. PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
- C. PROVIDER represents and warrants that its services shall be performed within the limits and standards provided by the COUNTY, in a manner consistent with the level of care and skill ordinarily exercised by similar providers under similar circumstances at the time the services are performed.

XVII. General Responsibilities of the COUNTY.

- A. The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.
- B. The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

XVIII. Termination of Services. The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, PROVIDER shall discontinue its work to the extent specified in the notice.

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

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

XX. Compensation. Compensation to PROVIDER for work shall be paid as shown on "ATTACHMENT A." Said compensation shall be all inclusive, including without limitation, reimbursement of all costs, incidentals and operating expense associated with those directly engaged in performance of the requested services.

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

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

XXII. Effective and Termination Dates. This Contract shall be effective for twelve (12) months and commence immediately upon the same date as its full execution, with an

option to issue two (2) twelve (12) month contracts, or extend the first contract until such time that a new contract can be bid and awarded. Any additional contract or extension will be at the same prices, terms and conditions. Any successive contract(s) must have the written approval of both the County and the 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 on an event or effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.

XXIV. Indemnification and Hold Harmless. To the extent allowed by law, the PROVIDER shall indemnify, defend and hold harmless the County, its Commissioners, and their agents, employees and representatives from and against any claims, damages, losses, demands payments, suits, actions, recoveries and judgements of every nature and description and expenses, including attorneys' fees and costs, arising out of, resulting from or related to the performance of the work pursuant to this Contract, provided that any such claim, damage, loss of expense: (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting there from; and (2) is caused in whole or in part by an actor omission of the PROVIDER, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

The PROVIDER shall assume all risk and bear any loss or injury to property or persons occasioned by neglect or accident during the progress of work pursuant to this Contract until the same shall have been completed and accepted. PROVIDER shall also assume all blame or loss by reason of neglect or violation of any state or federal law or municipal rule, regulation or order. The PROVIDER shall give to the proper authorities all required notices relating to the work, obtain all official permits and licenses and pay all proper fees. PROVIDER shall make good any injury that may have occurred to any structure or utility in consequence of the work.

In any and all claims against the County or its officers, agents, employees or representatives by any employee of the PROVIDER, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts of them may be liable, the indemnification obligation under the indemnity obligations shall not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for the PROVIDER or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

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

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

SIGNATURE PAGE AND NOTARY PAGE TO FOLLOW

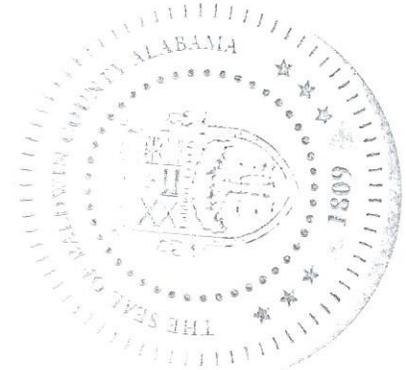
IN WITNESS WHEREOF, the parties hereto have executed this contract on the last day of execution by the COUNTY as written below.

COUNTY

Joe Davis III 12/2/20
JOE DAVIS, III/
Chairman Date

ATTEST:

Wayne Dyess 12/2/20
WAYNE DYESS/
County Administrator Date



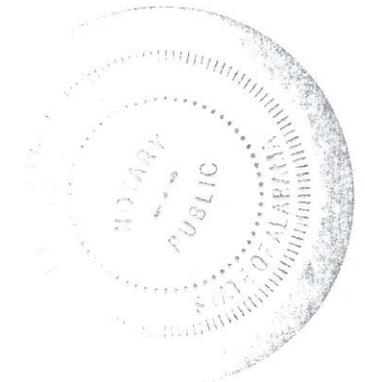
State of Alabama)

County of Baldwin)

I, Monica English, a Notary Public in and for said County, in said State, hereby certify that, Joe Davis, III, whose name as Chairman of Baldwin County Commission, and Wayne Dyess, whose name as County Administrator, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Professional 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 2nd day of December 2020.

Monica English
Notary Public
My Commission Expires



PROVIDER

Creek Clean, LLC

Miroslava Casanova 11/30/20

By MIRESLAVA CASANOVA Date

Its CHIEF MARKETING OFFICER

State of Alabama)

County of Escambia)

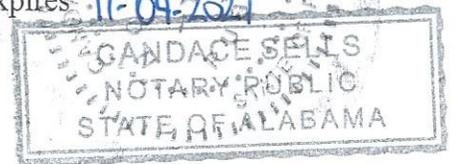
I, Condace Sells, Notary Public in and for said County and State, hereby certify that MIRESLAVA CASANOVA as C.M.O. of Creek Clean, LLC, whose name is signed to the foregoing in that capacity, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he executed the same voluntarily on the day the same bears date for and as an act of said Creek Clean, LLC.

GIVEN under my hand and seal on this the 30th day of November, 2020.

Condace Sells

Notary Public

My Commission Expires 11-04-2021



BID #WG20-51A RESPONSE FORM

Provision of Roadside Litter Collection Services from County Right-of-Ways

Date: OCT. 21, 2020

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

Company Name: CREEK CLEAN, LLC

Address: 777 LYNN MCGHEE DR. # 462
ATMORE, AL 36502

Company Rep. MIROSLAVA CASANOVA
(Rep. Name Typed or Printed)

Position: PROJECT MANAGER

Email address: miroslava@creekclean.com

Phone: (559) 862-5801

Fax: _____

Financing through another agency beside yourself _____ or NO
Yes No

If yes, must attach a copy of the financing agreement and all conditions to this response form.

Financing Agency Authorized Signature

Bid price shall be an all-inclusive monthly rate that includes but is not limited to mobilization, labor, equipment, and all other incidental expenses that are required to complete the tasks.

Monthly Rate Bid: \$ 26,800.00

All exceptions must be listed and attached to the bid response form.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

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

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

*** APPLICANTS ORGANIZATION**

CREEK CLEAN, LLC

*** PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE**

Prefix:

* First Name:

MIRDSLAVA

Middle Name:

* Last Name:

CASANOVA

Suffix:

* Title:

CHIEF MARKETING OFFICER

* SIGNATURE:



* Date:

11/30/20



Baldwin County Commission

Agenda Action Form

File #: 22-0017, **Version:** 1

Item #: BE2

Meeting Type: BCC Regular Meeting

Meeting Date: 10/5/2021

Item Status: New

From: Wanda Gautney, Purchasing Director/Cian Harrison, Clerk/Treasurer

Submitted by: Loren Lucas, Assistant Purchasing Director

ITEM TITLE

Purchase of Credit Card Processing Equipment and Merchant Services Agreement for the Laundry Machines located at Live Oak Landing RV Park

STAFF RECOMMENDATION

Authorize the purchase of conversion equipment for the two (2) washing machines and two (2) dryers located at Live Oak Landing RV Park from Setomatic Systems, Inc. d/b/a SpyderWash for a total amount not to exceed \$4,200.00 and authorize the Chairman to execute the related Merchant Services Agreement (e-Port Connect Services Agreement) for credit card processing with Cantaloupe, Inc. (USA Technologies, Inc.)

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: There are currently two (2) washing machines and two (2) dryers located at Live Oak Landing for the convenience of RV park guests. The machines currently accept quarters only and have no tracking or reporting features. The Clerk/Treasurer requested that the Purchasing Department obtain quotes for the equipment that would be necessary for the machines to begin accepting credit/debit cards. Setomatic Systems, Inc. d/b/a/ SpyderWash confirmed that they sell conversion kits that are compatible with the existing machines and, once installed, will provide the ability for the machines to accept payment via credit card and will also begin provided automated reporting for both credit card and cash transactions. Staff recommends the Commission approve the purchase of equipment from Setomatic Systems, Inc. d/b/a SpyderWash for a total amount not to exceed \$4,200.00 (attached quote reflects a total of \$3,993.00 but shipping costs are estimated) and authorize the Chairman to execute the related Merchant Services Agreement e-Port Connect Services Agreement) for credit card processing with Cantaloupe, Inc. (USA Technologies, Inc.)

FINANCIAL IMPACT

Total cost of recommendation: Not to exceed \$4,200.00 payable to Setomatic Systems, Inc. d/b/a SpyderWash; \$19.95 monthly payable to Setomatic Systems, Inc. d/b/a SpyderWash; \$75.00

annually payable to Cantaloupe, Inc. (USA Technologies, Inc.) for license and service fees

Budget line item(s) to be used: 14457238.51500

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

LEGAL IMPACT

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

Reviewed/approved by: Brad Hicks, County Attorney

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 10/05/2021

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

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Letter and purchase order to vendor

Additional instructions/notes: N/A



ePort Connect Services Agreement – Setomatics Partnership Coin-Op Laundromat Stores

Customer/Company Name: _____ (“Customer”)

1. Parties—USA Technologies, Inc. (USAT), per the effective date herein, hereby agrees to provide to (“Customer”) cashless financial services utilizing the USAT ePort Connect card processing network in connection with the Customer’s installation of Setomatic Systems, Inc. (SETOMATICS) Spyder Wash (SPYDER WASH) cashless payment solution on Customer’s unattended laundry machines (“Equipment”).

2. Cashless Transaction Processing & Associated Fees—USAT shall act as and is hereby appointed the agent on behalf of Customer in connection with the processing of all card transactions (authorized and settled) by the payment processor or other private network in connection with the Customer’s Equipment. USAT shall retain a processing fee consisting of a percentage or a processing fee of a percentage + a set dollar amount per transaction of the gross sales price, for all card revenues derived from the Equipment. All processing fees charged to Customer, as marked by Customer, are predicated upon processor or private network authorized and settled transactions, and *not* from third party forms of M2M data. See *Schedule A – Fees*. The net revenues (gross revenues less refunds, transaction processing fees, any consumer refund and/or chargeback fees from the card processor and/or fraudulent transactions or any other fee due to USAT hereunder) shall be remitted to Customer by USAT on a daily or weekly basis, as selected by Customer.

3. Network & Services Fees—The Customer shall pay to USAT an annual fee per Coin-Op Laundromat store using Spyder Wash, connected to the USAT processing network, web-based cashless transaction reporting, financial/accounting transaction services, and customer support services. See *Schedule A—Fees*. If Customer selects the wireless services from USAT, Customer shall pay to USAT a monthly wireless fee per laundry room. See *Schedule A—Fees*. If Customers monthly wireless usage per Coin-Op Laundromat store exceeds the one (1) Megabyte maximum allocation in *Schedule A - Fees*, Customer will be automatically moved to the next wireless data plan.

4. Registration & Activation Fee—USAT will charge Customer at the time of SPYDER WASH installation or at time of transfer of ownership of a SPYDER WASH system to Customer. USAT will include on the invoice, an initial fee to register & activate each laundry room installed and linked to the USAT processing network. See *Schedule A—Fees*. This may include but is not limited to the registration of a SIM card required to establish wireless communications or an Ethernet connection, in addition to administrative setup for Customer to receive daily or weekly EFT payments, Merchant ID assignment, and access to USALive web reporting.

5. Un-Registration and Re-Registration & Activations—The Customer may choose to unregister the system, which stops all communications with the USAT processing network, at no charge, with thirty (30) day written notice to USAT. However, if the customer decides to re-register & activate system, a re-registration & activation fee is required. See *Schedule A—Fees*.

6. SIM Cards—All SIM cards remain the property of USAT and must be returned to USAT upon termination of this services agreement for any reason.

7. Device Location Assignment—After the SPYDER WASH cashless payment solution is installed into Customer’s Equipment, Customer in conjunction with Setomatics should use USALive to update the device location for proper identification. USALive has the ability to accept a spreadsheet using the Mass Update function or individually update each Spyder Wash system installed in the field. If this function is performed by



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USA Technologies a fee may be applied for each device updated. Improper location assignment could result in higher chargeback activity.

8. Pre-Authorization—Customer agrees for all cashless transactions, every card will be submitted to the card processor for card validation and transaction authorization.

9. Settlement—Customer agrees that for any transaction during the settlement process that is subsequently declined by the card processor for non-sufficient funds (NSF) or other reasons, the risk of the associated loss of vended product, settlement funds and transaction fee for that transaction shall be assumed by the Customer.

10. Proprietary Software – Customer acknowledges and agrees that the computer programs, computer software, specifications, data, images, designs, codes, configurations, (“Software”) contained in or utilized by USAT’s USALive® network are proprietary and confidential to USAT and protected under United States copyright law. Customer shall not copy, modify, adopt, translate, merge, reverse engineer, decompile, or disassemble, the Software, or create any derivative works based on the USALive® network or Software.

11. Patents and Intellectual Property - USAT will grant to Customer a non-exclusive, non-transferrable, royalty-free license to certain USAT patents, including, without limitations, a license to USAT’s U.S. Patent Nos. 5,844,808; 6,505,095; 7,076,329; 7,131,575; and 7,464,867 for of the ePort Connect Services network, so long as the ePort Connect Services Agreement is in effect and the SPYDER WASH is connected to the ePort Connect Service. This license will include patents, know-how and technologies which may be necessary for the purpose stated above. Except as provided in this Agreement, no right or license is granted to Customer to sublicense or otherwise transfer USAT Intellectual Property Rights. The foregoing license shall not apply for a SPYDER WASH used and/or connected to a network other than the ePort Connect Services network and/or has not entered into an ePort Connect Services Agreement with USAT.

12. Term—The term of this Agreement shall be for a period of thirty-six (36) months effective on the effective date of this agreement. The Agreement will automatically renew for one (1) year, unless thirty (30) day written notice has been provided to USAT by Customer.

13. Termination— Customer may choose to terminate its USAT ePort Connect Services agreement on all of its Customer-owned equipment with a written thirty (30) day notice. **USAT reserves the right to change or modify the agreement at any time.**

14. Availability of Service—Customer acknowledges that USAT relies on third-party providers in the delivery of its services, including, but not limited to, wireless data network providers, cellular radio service provided by third parties that is available only when within the operating range of cellular systems, and cellular service is subject to transmissions limitations and dropped or interrupted transmissions. Cellular service may be temporarily refused, limited, interrupted, or curtailed because of government regulations or orders, atmospheric and/or topographical conditions, and cellular system modifications, repairs, and upgrades. Customer agrees that USAT shall not be liable for, and to hold USAT harmless for any losses, damages, or business interruptions sustained as a result of interruptions caused by its wireless data network providers or any other third-party provider.

15. No Consequential Damages—In no event shall USAT be liable for any punitive, incidental, or consequential damages or any damages for loss of profits, business interruption, loss of information, or pecuniary loss, even if such party has been advised of the possibility of such damages.

16. Indemnification—Customer shall indemnify and hold harmless USAT , its officers, directors, agents, and employees from and against any and all claims, demands, causes of action, obligations, liabilities, expense



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(including reasonable attorney's fees), damages, or suits whatsoever, in connection with, arising out of, or relating to, in whole or in part, any act or omission of Customer, including, but not limited to, the operation and management of the Equipment.

17. Validity — Should any part of this Agreement, for any reason, be declared invalid, then such portion shall be invalid only to the extent of the prohibition without invalidating or affecting the remaining provisions of the current Customer and USAT Agreement. This agreement shall be constructed in accordance with the laws of the State of Pennsylvania exclusive of any conflicts of law principles.

Schedule A—Fees

BLENDED RATE CARD PROCESING FEES	US Blended Rate Fee	Canada Blended Rate Fee	Average Card Purchase Amount <i>Customer Selection</i>
Average Card Purchase Amount – \$8.00 - \$9.00	3.20% + \$0.15	3.20% + \$0.15	
Average Card Purchase Amount – \$9.00 - \$10.00	3.00% + \$0.15	3.00% + \$0.15	
Average Card Purchase Amount – \$10.00 - \$11.00	2.80% + \$0.15	2.80% + \$0.15	X _____
Average Card Purchase Amount – \$11.00 - \$12.00	2.60% + \$0.15	2.60% + \$0.15	
Average Card Purchase Amount – \$12.00 - \$13.00	2.40% + \$0.15	2.40% + \$0.15	

Initial Here

* MasterCard Debit Cards Accepted under this Blended Rate Fee plan

1. If the semi-annual Card Associations Interchange or Processor fee increases are in excess of the stated processing fees above, with a 30-day written notice USAT has the right to increase rates and pass through to Customer
2. The transaction processing rates are predicated upon the indicated average card purchase amount and upon 30-days of initial transaction processing, the average card purchase price and rate will be reviewed.
3. Customer agrees that if the average card purchase amount is above or below the customer selected average purchase amount, then USAT may adjust the rate according to the schedule provided upon written notice.
4. The card processing and service fees will be in effect for the calendar year 2013. USAT reserves the right to adjust the card processing and service fees at the beginning of each calendar year, with thirty-day (30) written notice to Customer.
- 5.

Chargeback Fees	US Dollars	Canadian Dollars
Consumer Chargeback Fee per item + Actual Transaction Amount	\$10.00	\$10.00



Annual Network Service Fees (per Laundry Store)	US Dollars	Canadian Dollars	INITIAL <i>Your Monthly Service Option</i>
Annual License & Service Fees per Laundromat Store	\$75.00	\$75.00	X _____ 

IN WITNESS WHEREOF, the parties hereto agreeing to be legally bound have executed this **AGREEMENT** by their duly authorized representatives the signatures of which are set forth below.

Customer/Company: _____	Service Provider: USA Technologies, Inc
Signature: _____ 	Signature: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Address: _____	Address: 100 Deerfield Lane, Suite 10
City State & Zip: _____	City, State & Zip: Malvern, PA 19355
Phone: _____	Phone: 800-633-0340 Fax: 610-989-0344
EMAIL: _____	DATE: _____
DATE: _____ 	

One-Time Equipment Purchases

PART #	DESCRIPTION	UNIT PRICE	QUANTITY	TOTAL PRICE
Spyder-KD01	SpyderWash Kit - Dryer	\$595.00	2	\$1,190.00
Spyder-KW01	SpyderWash Kit - Washer	\$595.00	2	\$1,190.00
Spyder-SH1	Bluetooth Smart Hub	\$395.00	1	\$395.00
Spyder-CAT5	Ethernet Cable - 100 foot for Hub	\$39.00	1	\$39.00
Spyder-MB1	Mounting bracket for Top load and Crossover	\$29.00	4	\$116.00
Spyder-BITSET-01	Set of 3 drill bits	\$145.00	1	\$145.00
	Simple coin drop conversion kit - Washer	\$135.00	2	\$270.00
	Electronic coin drop conversion kit - Dryer	\$249.00	2	\$498.00
	Shipping (estimated)	\$150.00	1	\$150.00
Equipment Total				<u>\$3,993.00</u>

Monthly Fees

DESCRIPTION	AMOUNT
Monthly service charge - Setomatic Systems d/b/a SpyderWash: web hosting, reporting, phone support	\$19.95
Transaction fees - Cantaloupe, Inc.	2.8% + \$0.15 per transaction

Annual Fees

DESCRIPTION	AMOUNT
Annual License & Service Fee - Cantaloupe, Inc.	\$75.00

*Equipment installation is not provided. Installation manuals are provided and tech. support is available over the phone. Maintenance personnel can generally install everything easily.

*Reporting is included for both coins and credit/debit card transactions.



Baldwin County Commission

Agenda Action Form

File #: 22-0023, **Version:** 1

Item #: BE3

Meeting Type: BCC Regular Meeting

Meeting Date: 10/5/2021

Item Status: New

From: Wanda Gautney, Purchasing Director; Teddy Faust, Baldwin County Revenue Commissioner

Submitted by: Loren Lucas, Assistant Purchasing Director

ITEM TITLE

Request for Proposals (RFP) for Online Tax Sale Services for the Baldwin County Commission

STAFF RECOMMENDATION

Approve the attached Request for Proposals (RFP) for Online Tax Sale Services and authorize the Purchasing Director to advertise the RFP.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Baldwin County Revenue Commissioner, Teddy Faust, is requesting that the Commission approve the attached solicitation for online tax sale services. Due to concerns regarding the ongoing COVID-19 pandemic, the objective of this RFP is to replace live, public outcry tax sale auctions with a custom web site and internet application that will facilitate such sales. Staff recommends the Commission approve the Request for Proposals (RFP) and authorize the Purchasing Director to advertise it.

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: 10/05/2021

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

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

Mail RFP

Additional instructions/notes: N/A

REQUEST FOR PROPOSALS FOR ONLINE TAX SALE SERVICES FOR THE BALDWIN COUNTY COMMISSION

The Baldwin County Commission is seeking proposals from qualified firms to contract for the performance of online tax sale services on behalf of the County.

PRIME SERVICE PROVIDER RESPONSIBILITIES

Service provider will assume responsibility for delivery of services and application performance, regardless of whether or not the Service provider subcontracts any of these services. The Service provider will be the sole point of contact regarding contractual matters, including performance of services and the payment of any and all charges resulting from contract obligations. Service provider will be totally responsible for all obligations outlined under this RFP.

HOLD HARMLESS PROVISION

The service provider shall at all times indemnify and hold harmless the County and its departments, their County Commissioners, officers and employees, against all liability, claim of liability, loss, cost or damage, including death, and loss of services, on account of any injury to persons or property, occurring from any cause whatsoever in the work involved in the contract, and will, at his expense, defend on behalf of the County and its departments, their officers and employees, either or all, any suit brought against them or any suit arising from any such cause.

SERVICE PROVIDER QUALIFICATIONS

All bidders, to the best of their knowledge and belief, must be in, and remain in compliance with all applicable Federal, Alabama State, County and municipal laws, regulations, resolutions and ordinances. In particular and without limitation, all bidders must be licensed and permitted in accordance with The Code of Alabama Title 10, concerning corporations doing business within Alabama, Title 34, dealing with licensing for businesses, Title 40, concerning licenses and taxation, unless otherwise exempt. All bidders should be prepared to timely submit to the County non-confidential evidence or documentation demonstrating the fact that they are presently licensed and permitted under Alabama law. Such non-confidential evidence or documentation is encouraged to be submitted with the Bid Package.

All vendors, contractors and the grantee are required to comply with the Alabama Immigration Law under Sections 31-13-9 (a) and (b) of the Code of Alabama. Forms and documents will be included with award documents. Information and forms can be found on the Baldwin County Commission's Purchasing website under E-Verify at www.baldwincountyal.gov

All bidders must provide proof of proper certification of authority, and any required registration, to transact business in this State, in order to perform work for the Baldwin County Commission. Bidder's Registration Number shall be provided on the Bid Response Form. The phone number for the Alabama Secretary of State is (334) 242-5324, Corporate Division.

GENERAL SUBMISSION INFORMATION

Baldwin County intends to award a contract to a qualified contractor for the services. The proposal should address the contractor's capabilities for performing all aspects of the desired services while presenting specific project information and substantiating the contractor's methodologies and approach for completing the services requested.

SUBMISSION PROCEDURES, REQUIREMENTS

One original and three (3) copies of the proposal must be received by the County prior to **2:00 P.M., (Central Standard Time) on November 9, 2021**. All copies of the proposal must be under sealed cover and plainly marked. **No emailed or faxed proposals will be accepted.** Proposals should be delivered or mailed to:

Wanda Gautney, Purchasing Director
312 Courthouse Square, Suite 15 (mailing address)
257 Hand Avenue (physical address)
Bay Minette, AL 36507
Phone: (251) 580-2520

INQUIRIES AND QUESTIONS

Inquiries and questions should be submitted by email only to Wanda Gautney, Purchasing Director, at wgautney@baldwincountyal.gov no later than **2:00 P.M., Central Standard Time, on October 28, 2021.**

PREPARATION COST

The County shall be not be responsible for proposal preparation costs, nor for costs including attorney fees associated with any (administrative, judicial, or otherwise) challenge to the determination of the highest-ranked Proposer and/or award of contract and/or rejection of proposal. By submitting a proposal each Proposer agrees to be bound in this respect and waives all claims to such costs and fees.

SERVICE PROVIDERS INSURANCE PROVISIONS

The service provider shall not commence work under this contract until all the required insurance has been obtained by service provider and approved by the County. Nor shall the service provider allow any Subcontractor to commence work on his subcontract until the insurance required of the Subcontractor has been so obtained and approved.

The service provider at his expense shall carry, with insurers satisfactory to County, throughout the term of the contract, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence, Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence, Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at/in/on any property, site, location, vessel, or equipment. *All liability insurance shall name the County as an additional insured.* Prior to commencing operations

hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least a thirty (30) day notice to County in the event of cancellation, termination or any change in such insurance policies.

The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County Representatives. Should the service provider fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, County may, at its option, suspend any Agreement until insurance is obtained, terminate any Agreement immediately without further action, or hold service provider in material default and pursue any and all remedies available. Said Certificate of Insurance evidencing the requisite must be provided upon submission of the RFP.

EXAMINATION OF PROPOSALS

Proposers should carefully examine the entire RFP and all related materials and data referenced in the RFP. Proposers should become fully aware of the nature of the services and the conditions likely to be encountered in performing the services.

CONFIDENTIALITY

The content of all proposals will be kept confidential until the selection of the Consultant is publicly announced. At that time, the selected proposal is open for review. After the award of the Contract, all proposals will then become public information.

LATE SUBMISSIONS

Proposals not received prior to the date and time specified in this document will not be considered and will be returned unopened after recommendation of award.

REJECTION OF PROPOSALS

The County reserves the right to reject any and all proposals if determined to be in the best interest of the County.

CONTRACT PERIOD

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 Contractor, renew the Contract for up to two (2) additional years (2022 and 2023), in twelve (12) month increments. The Baldwin County Commission will, in writing, notify the Contractor thirty (30) days prior to expiration of the 2021 Contract with its intent to extend the Contract. The prices for 2021 shall also apply to the extension period(s).

SCOPE OF SERVICES

The contractor shall provide a custom web site to administer tax sales on behalf of Baldwin County (the customer). The term "web site" shall mean an internet web site hosted by or at the expense of the contractor that will utilize the contractor's internet application to conduct online tax sales on behalf of

Baldwin County. The term “internet application” means the proprietary internet application software developed by the contractor to facilitate tax sales using a process that replicates a live, public outcry auction that can be accessed through the web site. The procedures and technical requirements of the tax sales shall be substantially as described herein.

Specific Actions to be Taken and Services to be Provided by the Contractor

1. The Contractor will work with the customer to determine the development timeline of the web site and to gather information required to build the web site.
2. The Contractor will build a tax sales web site that will utilize the internet application to make information available to third party users and to conduct online tax sales using a process that replicates a live, public outcry auction.
3. The Contractor will populate the web site and internet application with data provided by the customer, including, but not limited to:
 - a. A list of properties with delinquent taxes (typically referred to as an advertising list)
 - b. Data on bidders who participated in previous auctions
 - c. Additional available data (tax records, pending tax liens on the property, appraiser's web site and links to Geographic Information Systems maps, if available)
4. The Contractor will provide training for third party users including an online tax sale demonstration, practice tax sales and an on-site Bidder Orientation Session (at the discretion of the Customer).
5. The Contractor shall provide a host server for the web site. The web site will utilize the Contractor’s internet application, which is capable of accepting and processing competitive bids from third party users for tax sales offered by Customer. The Customer acknowledges that The Contractor’s server may not be dedicated exclusively to the web site. The Contractor shall use its best efforts to make the web site available during all regular business hours during each tax sale conducted pursuant to this Agreement and shall not schedule planned maintenance downtime to occur during any such tax sale in normal business hours. During each such tax sale, the Contractor shall provide Auction Administrator(s) and the technical support necessary to facilitate the Customer’s conduct of online tax sales.
6. The Contractor will include on the web site terms and conditions, with appropriate disclaimers, to which third party users will be required to give assent. Each party will have the right to reasonably approve the terms and conditions or disclaimers that are included within the web site.
7. On the date when properties with delinquent taxes are advertised in local newspapers (the “advertising dates”), the Contractor will post the same list on the web site. It will be at the Customer’s discretion to post such list solely on the Contractor website. The timing and frequency of tax sales conducted pursuant to this Agreement shall be determined by the Customer in accordance with applicable law.
8. Each tax sale conducted by the Contractor on behalf of the Customer under this Agreement shall proceed as follows: On the date that the Customer has determined that a tax sale will begin, at a time as instructed by the Customer, and continuing from day to day until all parcels have been offered for sale, the delinquent tax properties shall be sold on the Contractor web site. Third party users can submit bids by using the web site to perform all tasks normally associated with the tax sale including researching tax history; submitting registration forms and other information as specified by the Customer; submitting bids; viewing; and downloading auction results.
9. The Customer will manage and maintain all tax sale proceeds, deposits, billing and fee payments internally.

REQUEST FOR PROPOSAL RESPONSE FORM

ONLINE TAX SALE SERVICES FOR THE BALDWIN COUNTY COMMISSION

Date: _____

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

Company Name: _____

Address: _____

Name of Company Representative: _____

Position: _____

Phone: _____

Fax: _____

Email: _____

State of Alabama)
County of Baldwin)

CONTRACT FOR PROFESSIONAL SERVICES

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

The Request for Proposals specifications are fully set forth as part of this Contract.

WITNESSETH:

Whereas,

Whereas,

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

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

- A. COUNTY: Baldwin County, Alabama

- B. COMMISSION: Baldwin County Commission

- C. PROVIDER:

II. Obligations Generally. The COUNTY hereby retains, and the PROVIDER agrees to perform for the COUNTY, those professional services as hereinafter set forth. This document shall serve as the binding contract for the services of PROVIDER.

PROVIDER shall immediately commence performance of the services outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.

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

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

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

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

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

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

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

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

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

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

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

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

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

PROVIDER: _____

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

XVI. Services to be Rendered. PROVIDER is retained by the COUNTY as a professionally qualified **contractor**. The general scope of work for the services shall include all the terms and Conditions of **“Request for Proposals,”** the same being expressly incorporated herein by reference, and without limitation will encompass:

“All provision and conditions and/or specifications listed/stated in the Request for Proposals for Online Tax Sale Services for the Baldwin County Commission.”

- A. PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
- B. PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
- C. PROVIDER represents and warrants that its services shall be performed within the limits and standards provided by the COUNTY, in a manner consistent with the level of care and skill ordinarily exercised by similar providers under similar circumstances at the time the services are performed.

XVII. General Responsibilities of the COUNTY.

- A. The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER’s services hereunder or any defect or nonconformance in the work of PROVIDER.
- B. The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

XVIII. Termination of Services. The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, PROVIDER shall discontinue its work to the extent specified in the notice.

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

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

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

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

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

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

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

XXIV. Indemnification. PROVIDER shall indemnify, defend and hold County, and its Commissioners, affiliates, employees, agents, and representatives (collectively referred to in this Section XXIV as "COUNTY") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees, and costs, for any and all personal injury (including death) and property damage of any kind or

nature whatsoever, incurred by, asserted against, or imposed upon COUNTY, as a result of or in any manner related to provision of services hereunder, or any act or omission, by PROVIDER. PROVIDER shall provide the COUNTY with proof of general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration or termination of this Contract.

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

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

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

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

COUNTY

ATTEST:

_____/_____
JOE DAVIS, III, Chairman /Date

_____/_____
WAYNE DYESS, /Date
County Administrator

State of Alabama)

County of Baldwin)

I, _____, a Notary Public in and for said County, in said State, hereby certify that, Joe Davis, III, whose name as Chairman of Baldwin County Commission, and Wayne Dyess, whose name as County Administrator, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Professional Services, they, as such officers and with full authority, executed same knowingly and with full authority to do so on behalf of said Commission.

GIVEN under my hand and seal on this the _____ day of _____, 2021.

Notary Public
My Commission Expires

SIGNATURE AND NOTARY PAGE TO FOLLOW

PROVIDER:

Insert Provider Name

_____/_____
By _____/Date
Its _____

State of _____)

County of _____)

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

GIVEN under my hand and seal on this the _____ day of _____, 2021.

Notary Public, _____
My Commission Expires _____



Baldwin County Commission

Agenda Action Form

File #: 22-0025, **Version:** 2

Item #: BE4

Meeting Type: BCC Regular Meeting

Meeting Date: 10/5/2021

Item Status: Replacement

From: Wanda Gautney, Purchasing Director/Wayne Dyess, County Administrator

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

*Quote for the Purchase and Installation of a New 20,000-pound Boat Lift for the Marine Police Boat House Located at the Live Oak Landing Park for the Baldwin County Commission

STAFF RECOMMENDATION

Approve the purchase and installation of one (1) new 20,000-pound boat lift, with remote and limiter switch from Gillis Construction, Inc., in the amount of \$14,500.00 for the Marine Police Boat House located at Live Oak Landing Park and authorize the Purchasing Director to issue a Purchase Order for the work.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Building Facilities Coordinator, Junius Long has submitted a quote to replace the old defective 12,000-pound boat lift for the Marine Police boat house located at the Live Oak Landing Park. The 12,000-pound boat lift that is currently at the boat house was installed in 2013/2014 during Phase I Park Improvements. This quote is for the purchase and installation of 20,000-pound lift to accommodate the larger boat that the Marine Police are now storing at the boat house. The quote includes the purchase and installation of the 20,000-pound boat lift with remote and limiter switch and the removal of the defective 12,000-pound lift.

FINANCIAL IMPACT

Total cost of recommendation: \$14,500.00

Budget line item(s) to be used: 14457238.55240

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

Yes, this item requires a budget adjustment authorized by operation of approving this agenda item

which moves funds from Commission Contingency to the line item above.

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: 10/05/2021

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

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

Issue Purchase Order

Additional instructions/notes: N/A

Gillis Construction Inc.
General Contractor

A Service-Disabled Veteran Owned Business Enterprise

Date: September 15, 2021

To: Junius Long
Baldwin County

From: Everett G. Gillis
President – Gillis Construction Inc.

RE: Quote Boat Lift for Marine Resources
Live Oak Landing

Quote for the following items:

Install one new 20,000-pound boat lift, with remote and limiter switch:	\$13,500.00
Remove one defective 12,000-pound boat lift:	\$ 1,000.00
Total:	\$14,500.00

Please call if you should have any questions.

Sincerely,
Everett Gillis,
President - Gillis Construction, Inc.
(251) 605-5119
egillis@bellsouth.net

9823 Smithfield Farms Rd Bay Minette, AL 36507 · (251) 605-5119 cellular



Baldwin County Commission

Agenda Action Form

File #: 22-0025, Version: 1

Item #: BE4

Meeting Type: BCC Regular Meeting

Meeting Date: 10/5/2021

Item Status: New

From: Wanda Gautney, Purchasing Director/Wayne Dyess, County Administrator

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Quote for the Purchase and Installation of a New 20,000-pound Boat Lift for the Marine Police Boat House Located at the Live Oak Landing Park for the Baldwin County Commission

STAFF RECOMMENDATION

Action item with discussion necessary - Commission must determine funding source

Approve the purchase and installation of one (1) new 20,000-pound boat lift, with remote and limiter switch from Gillis Construction, Inc., in the amount of \$14,500.00 for the Marine Police Boat House located at Live Oak Landing Park and authorize the Purchasing Director to issue a Purchase Order for the work.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Building Facilities Coordinator, Junius Long has submitted a quote to replace the old defective 12,000-pound boat lift for the Marine Police boat house located at the Live Oak Landing Park. The 12,000-pound boat lift that is currently at the boat house was installed in 2013/2014 during Phase I Park Improvements. This quote is for the purchase and installation of 20,000-pound lift to accommodate the larger boat that the Marine Police are now storing at the boat house. The quote includes the purchase and installation of the 20,000-pound boat lift with remote and limiter switch and the removal of the defective 12,000-pound lift.

FINANCIAL IMPACT

Total cost of recommendation: \$14,500.00

Budget line item(s) to be used: **TBD**

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

LEGAL IMPACT

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

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: 10/05/2021

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

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

Issue Purchase Order

Additional instructions/notes: N/A

Gillis Construction Inc.
General Contractor

A Service-Disabled Veteran Owned Business Enterprise

Date: September 15, 2021

To: Junius Long
Baldwin County

From: Everett G. Gillis
President – Gillis Construction Inc.

RE: Quote Boat Lift for Marine Resources
Live Oak Landing

Quote for the following items:

Install one new 20,000-pound boat lift, with remote and limiter switch:	\$13,500.00
Remove one defective 12,000-pound boat lift:	\$ 1,000.00
Total:	\$14,500.00

Please call if you should have any questions.

Sincerely,
Everett Gillis,
President - Gillis Construction, Inc.
(251) 605-5119
egillis@bellsouth.net



Baldwin County Commission

Agenda Action Form

File #: 22-0074, **Version:** 1

Item #: BE5

Meeting Type: BCC Regular Meeting

Meeting Date: 10/5/2021

Item Status: New

From: Wanda Gautney, Purchasing Director

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Competitive Bid #WG22-05 - Purchase of One (1) New 2021 Ford Expedition XLT 4X4 or Equivalent for the Baldwin County Commission

STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the specifications and authorize the Purchasing Director to place a competitive bid for the purchase of one (1) new 2021 Ford Expedition XLT 4X4 or equivalent for the District 1 Commissioner; and
- 2) Further, authorize the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Commission approved in the FY 21/22 budget the purchase of a new vehicle for the District 1 Commissioner. Staff recommends the Commission approve the specifications and authorize the Purchasing Director to place a competitive bid.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 10/05/2021

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

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

Mail bid

Additional instructions/notes: N/A

BID #WG22-05 SPECIFICATIONS

These specifications shall be construed as minimum. Should manufacturer's current published data or specifications exceed these, such standards shall be considered minimum and furnished. All integral parts not specifically mentioned in the scope of these specifications that are necessary to provide a complete working unit shall be furnished. The vehicle must be new and a current production model.

Bidders shall give a unit price as indicated on the Bid Response Form. The price bid shall include all applicable charges, destination charges, delivery charges, Title Fees, rebates and any other similar cost and refunds on the Vehicle. The purchase price shall not include extended warranty cost.

The use of specific names and numbers in the specifications is not intended to restrict the bidder or any seller or manufacturers, but solely for the purpose of indicating the type, size and quality of equipment considered best adapted to Baldwin County.

Award will be to the lowest responsible bidder meeting specifications. It is not the policy of the Baldwin County Commission to purchase on the basis of low bid only. Quality, conformity with specifications, purchase for which required, terms of delivery, finance package, resale value of equipment, and fast service and experience are among the factors that will be considered in determining the responsive bidder.

BID RESPONSE FORM:

Each supplier should use the Response Form provided for their bid. All warranties and exceptions are to be attached to the back of the Response Form. The Bid Guarantee should be attached to the front of the Response form. **All exceptions must be listed and attached to the Bid Response Form.**

WARRANTY:

Bidders shall submit a copy of the manufacturer's standard warranty along with a complete explanation of the warranty with their bid.

TITLE INFORMATION

Title shall have the following address listed as OWNER:

Baldwin County Commission
312 Courthouse Square, Suite 12
Bay Minette, AL 36507

Physical Address:

Baldwin County Commission
322 Courthouse Square
Bay Minette, AL 36507

DELIVERY:

Not more than **Fifteen (15) days** after receipt of order or as soon as possible. Lead time shall be designated on the Bid Response Form. Delivery shall be to the Purchasing Office located at 257 Hand Avenue, Bay Minette, AL 36507. Delivery shall be set up with Wanda Gautney at (251) 580-2520.

Specifications for One (1) New 2021 Ford Expedition XLT 4X4 or equivalent

All standard equipment that comes on the 2021 Ford Expedition

2021 FORD EXPEDITION XLT, 4 x 4

3.5L ECOBOOST V6 ENGINE WITH AUTO START-STOP TECHNOLOGY

10-SPEED AUTOMATIC TRANS WITH SLECTSHIFT CAPABILITY

XLT ACTIVEX BUCKET SEATS – FRONT AND 2ND ROW

EQUIPMENT GROUP 202A

OPTIONS TO INCLUDE:

FX4 OFF-ROAD PKG W/360 CAMERA

18” MACH ALUM WHEEL W/PAINTED PKTS

360 DEGREE CAMERA

RUN BOARD, PLAT-CHROME/ANGULAR

FLOOR LINERS/CARPETMATS, RWS 1 & 2

CONTROL TRAC WITH 3.73 EDLS

P275/65R18 A/T OWL TIRES

PANORAMIC VISTA ROOF

FORD CO-PILOT 360 ASSIST

FRONT LISCENSE PLATE BRACKET

Exterior Color: Magnetic Metallic

Interior Color: Ebony

BID #WG22-05 RESPONSE FORM

Purchase of One (1) New 2021 Ford Expedition XLT 4X4 or equivalent

Page 1 of 2

Date: _____

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

Company Name: _____

Address: _____

Company Rep. _____
(Rep. Name Typed or Printed)

Position: _____

Email address: _____

Phone: _____

Fax: _____

Financing through another agency beside yourself _____ or _____
Yes No

If yes, must attach a copy of the financing agreement and all conditions to this response from.

Financing Agency Authorized Signature

BID #WG21-05 RESPONSE FORM

Purchase of One (1) New 2020 Ford Expedition XLT 4X4 or equivalent

Page 2 of 2

One (1) New 2021 Ford Expedition XLT 4X4 or equivalent

Make/Model: _____

Amount Bid: \$ _____

Delivery Time: _____ days

Brochures showing the equipment offered shall be attached to this Response Form.

All exceptions must be listed and attached to the bid response form.



Baldwin County Commission

Agenda Action Form

File #: 22-0027, **Version:** 1

Item #: BJ1

Meeting Type: BCC Regular Meeting

Meeting Date: 10/5/2021

Item Status: New

From: Huey Hoss Mack, Sheriff of Baldwin County

Submitted by: Connie Dudgeon, Budget/Finance Director, BCSO

ITEM TITLE

Fiscal Year 2021-2022 Agreement for Community Traffic Safety Program Grant Participation

STAFF RECOMMENDATION

Approve the Fiscal Year 2021-2022 Agreement for Community Traffic Safety Program (CTSP) Grant Participation for the Baldwin County Sheriff's Office to participate in the Southwest Region's Community Traffic Safety Program for reimbursement of overtime traffic safety enforcement (and other time as approved by Alabama Department of Economic and Community Affairs (ADECA) and/or Southwest Alabama Regional Highway Safety Office (SWARHSO). The term of this contract will be October 1, 2021 through September 15, 2022.

Upon approval of grant(s), funding will be made available to the Baldwin County Sheriff's Office through CORE reporting system by SWARHSO as authorized by ADECA. This Agreement for CTSP Grant Participation is not a notice of grant approval but is required by the Baldwin County Sheriff's Office's receipt of CTSP Grant funds if such becomes available.

BACKGROUND INFORMATION

Previous Commission action/date: September 1, 2020

Background: During the September 1, 2020, regular meeting, the Baldwin County Commission approved the Fiscal Year 2020-2021 Agreement for Community Traffic Safety Program (CTSP) Grant Participation for the Baldwin County Sheriff's Office to participate in the Southwest Region's Community Traffic Safety Program for reimbursement of overtime traffic safety enforcement and other time as approved by Alabama Department of Economic and Community Affairs (ADECA) and/or Southwest Alabama Regional Highway Safety Office (SWARHSO). The term of this contract was October 1, 2020 through September 15, 2021.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: Lauren Coker.

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration

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

Mail or email Agreement for signatures to:

Mrs. Dawn Wilhelm, Director

Mobile County Commission

South Regional Highway Safety Office

Post Office Box 1443

Mobile, Alabama 36633

dawnwilhelm@bellsouth.net

Additional instructions/notes: N/A

**MOBILE COUNTY COMMISSION
SOUTHWEST ALABAMA REGIONAL HIGHWAY SAFETY OFFICE**

P.O. BOX 1443 • MOBILE, AL 36633 • PHONE # 251-574-8659

**Community Traffic Safety Program (CTSP)
Agreement for CTSP Grant Participation**

Fiscal Period: October 01, 2021 – September 15, 2022

(NOT the same as a grant's authorized spending period during this Contract Period)

THIS AGREEMENT (“Agreement” and/or “Contract”) is entered into between the SOUTHWEST ALABAMA REGIONAL HIGHWAY SAFETY OFFICE, by and through the MOBILE COUNTY COMMISSION (together, “SWARHSO”), and the governing entity of the BALDWIN COUNTY SHERIFF’S OFFICE (hereinafter referred to as “AGENCY”), for official participation in SWARHSO’s Community Traffic Safety Program (CTSP) grant(s), and for 100% funded salary, plus allowable FICA fringe, for overtime traffic safety enforcement (and other time as approved by the Alabama Department of Economic Community Affairs (“ADECA” and/or SWARHSO), and for traffic enforcement/traffic safety equipment, dependent upon approval of applicable grant(s).

1. The term of this Agreement will be from **October 01, 2021 through September 15, 2022**; however, **this contract period will not be the same as any grant’s authorized spending period during the fiscal year.** Expenditure of CTSP grant funds will only be allowable under this agreement for the AGENCY’s grant activity performed within the state-designated Southwest Region’s Counties of: Baldwin, Choctaw, Conecuh, Clark, Dallas, Escambia, Greene, Hale, Marengo, Mobile, Monroe, Perry, Sumter, Washington and Wilcox.
2. Grants covered under the Community Traffic Safety Program (CTSP) are as follows:
 - *Selective Traffic Enforcement Program*
 - *Hot Spot Impaired Driving Enforcement Program & (Drug Recognition Enforcement/DRE Officer)*
 - *Click It or Ticket Memorial Day Enforcement Program, May 23, 2022 – June 5, 2022*
 - *Drive Sober or Get Pulled Over Labor Day Enforcement Program, August 19, 2022 – September 5, 2022*
3. The funds for this agreement were awarded by the National Highway Traffic Safety Administration (NHTSA) and are passed through ADECA and SWARHSO. Therefore, all expenditures are subject to all federal and state laws, rules and regulations, including LETS policy letters.
4. The United States Federal Government has set forth that NO entity may supplant funds or use Federal grant funds for budget relief of state, regional, county, city, local, or any other non-federal funds. Federal grant funds are intended for the purpose of providing monies for overtime traffic enforcement/traffic safety activities conducted outside of the AGENCY’s budgeted initiatives. According to the State of Alabama ADECA/LETS Policy Letters, “Supplanting” is defined as, “to deliberately reduce State or local funds because of the existence of Federal funds.” **GRANT FUNDS ARE TO BE SPECIFICALLY UTILIZED FOR WORKING TRAFFIC GRANT DETAILS ONLY. THEY ARE NOT TO BE USED FOR SERVING WARRANTS, CHECKING BUILDINGS, BACKING UP REGULAR DUTY OFFICERS, ETC. FUNDS ARE FOR TRAFFIC ENFORCEMENT ONLY PUSUANT TO THE GRANT OBJECTIVE AS OUTLINED BY THE SWARHSO.**
5. Upon approval of grant(s), funding will be made available to the AGENCY through the CORE reporting system by SWARHSO as authorized by the Alabama Department of Economic and Community Affairs (ADECA). **This Agreement for CTSP Grant Participation is not a notice of grant approval, but is required for the AGENCY’s receipt of CTSP grant funds and equipment once or if such become available.**
6. NO AGENCY will be approved to receive overtime enforcement funding without having entered into this Agreement with the SWARHSO and being registered with the CORE system. NO AGENCY will be approved to receive overtime enforcement funding without having an approved overtime policy adopted by or on behalf of the AGENCY. If an agency does not have an approved overtime policy, its GOVERNING ENTITY may agree to adopt the one attached to this Agreement, which meets the minimum requirements set forth to participate in this

Mobile County Commission

Southwest Alabama Regional Highway Safety Office, Community Traffic Safety Program

Agreement for CTSP Grant Participation, Fiscal Period: October 01, 2021 – September 15, 2022

program. Once a grant is approved by ADECA, applicable funding allocations under such grant will then be awarded by SWARHSO, to AGENCY's that meet all funding requirements, and have submitted all required documentation. If an AGENCY is awarded traffic overtime funds, the fund dates and amount will be recorded on the CORE reporting system. The AGENCY will be notified of the grant award by SWARHSO. Such notification will include information such as the grant's name and number, amount of funding allocated, the spending period during which the grant funds must be spent, the final deadline required for submitting the reimbursement claim, and other guidelines and/or requirements such as hotpot locations, as applicable.

7. During the applicable grant period(s), AGENCY grant expenditures will be evaluated by SWARHSO to determine if the AGENCY would likely utilize allocated funds before the end of a grant's authorized work period. Any funds determined to be surplus may be transferred to other agencies that can utilize the funds by SWARHSO through the CORE reporting system website. The AGENCY should inform SWARHSO as soon as possible, if any grant funds will likely not be expended, for voluntary release of such funds. The sooner the notification, the sooner SWARHSO may transfer such funds elsewhere to be spent. SWARHSO and/or ADECA have the authority to rescind the AGENCY's grant funding at any time, even without voluntary release of such funds by the AGENCY, due to non-compliance, non-expenditure, lack of submitted reimbursement claims, or for any other reason deemed necessary by SWARHSO and/or ADECA.
8. **Each agency will be responsible for keeping on file ALL paperwork pertaining to each grant that a reimbursement claim is filed.** ADECA reserves the right to audit any agency at any time to assure that all documents that have been submitted are correct. Documents that should be kept on file by the agency are as follows: (1.) contract with SWARHSO, (2.) CORE Project Reimbursement Form, (3.) CORE Roll-Up form, (4.) CORE contact report(s) for each person claiming reimbursement hours on the grant, (5.) copy of every citation and warning citation claimed on the grant, (6.) time sheets or time cards identifying regular hours worked and overtime hours worked on traffic grant, (7.) City or County overtime policy. Basically, any agency claiming reimbursement for overtime hours worked, should have documentation on file to account for hours worked and traffic statistics claimed. The above mentioned paperwork should be kept on file by each agency for no less than 3 years from the date of the claim. Each agency will be notified if a file audit/review is requested. Any agency that is unable to produce ALL forms required to verify the claims that have been submitted to the SWARHSO, may be required to refund ALL funds that were reimbursed on the grant in question.
9. The AGENCY agrees to utilize the CORE reporting system for ALL funding awards made by SWARHSO. Submission of reimbursement forms, other than those forms required by SWARHSO for the contract period, will result in return of an AGENCY's reimbursement claim for completion on the proper forms; and therefore, delay reimbursement to the AGENCY. Each different grant requires separate reimbursement forms and reports to be submitted to SWARHSO. Combining information from different grants into a claim will result in return of an AGENCY's reimbursement claim for correction; and therefore, delay reimbursement to the AGENCY.
10. **At a minimum, reimbursement claims (CORE forms or an email if no activity) are required to be submitted to SWARHSO by the 7th of the month following the enforcement period, whether grant activity occurred during the previous month or not, to allow SEARHSO to have an accurate account of activity in the region.**
11. Suspension of funds, until all documentation is properly completed by the AGENCY and received by SWARHSO, may occur for those departments not in compliance with program requirements.
12. **The FINAL deadline for receipt of FINAL reimbursement claims/requests from the AGENCY will be seven (7) business days from the closing date of September 15, 2022 (received by SWARHSO – in the CTSP office). Any claims received by SWARHSO after this date will NOT be reimbursed.** It is the AGENCY's responsibility to ensure that all of their reimbursement claims are submitted to SWARHSO in a timely manner, so

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Agreement for CTSP Grant Participation, Fiscal Period: October 01, 2021 – September 15, 2022

as to meet these monthly timelines and final deadline. Though the contract period of this agreement extends to September 15th (for CTSP participation purposes), the AGENCY must comply with each grant's designated work period and final reimbursement claims deadline, i.e., Click It or Ticket Program. **No reimbursement will be made for work performed outside of each grant's regionally authorized work period.**

13. The AGENCY is solely and exclusively responsible for all expenditure documentation submitted to SWARHSO and shall ensure the accuracy of all such documentation and reports submitted, including but not limited to, hours reported, computation of salary/fringe benefits and reimbursement, and pay rates. The AGENCY shall hold harmless and indemnify SWARHSO from and against any loss, claim for reimbursement, or any claim whatsoever in any way, relating to any error or omission in the reimbursements claimed, documentation and reports submitted, and/or grant funds distributed in reliance thereon.
14. The AGENCY, in performance of its operations and obligations, shall not be deemed to be an agent of SWARHSO, but shall be an independent contractor in every respect. The AGENCY is solely responsible for the acts and omissions of its employees and agents. SWARHSO assumes no responsibility for the manner in which or means by which the AGENCY performs its activities pursuant to this agreement. SWARHSO enters into this agreement for the sole purpose of distributing grant funds and/or equipment made available by ADECA. The AGENCY agrees to hold SWARHSO harmless from any liability for any damages arising from any acts or omissions occurring in connection with the AGENCY's performance under this Agreement.
15. The AGENCY agrees to comply with all other requirements as set forth by ADECA and/or SWARHSO, which are needed to carry out the scope and intent of this project, in accordance with applicable agreement(s) into which are entered between SWARHSO and ADECA. Reimbursement of funds may be suspended until all applicable CTSP grant and agreement requirements are met.
16. Subject to the terms of the grant, SWARHSO agrees to reimburse the AGENCY, subject to availability of grant funds, for actual overtime traffic enforcement worked under a CTSP grant project, provided the activity is documented in accordance program requirements, as set forth by SWARHSO, with final approval by ADECA, and in accordance with funding guidelines. All commitments for reimbursement shall be limited to the availability of grant funds.
17. **Termination for Cause.** If, through any cause, the Agency shall fail to fulfill in a timely manner its obligations under this Agreement, or if the Agency shall violate any of the covenants, agreements or stipulations of this Agreement, and such failure or violation is not corrected immediately, SWARHSO will immediately terminate this Agreement by giving verbal and written notice to the Agency of such termination.
18. This Agreement shall be deemed to have been executed in Alabama and all questions of interpretation shall be governed by the laws of the State of Alabama with proper venue for any claim arising hereunder lying in Baldwin County.
19. If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

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IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have caused this Agreement to be signed, sealed and delivered.

Baldwin County Commission:

By: Joe Davis, III
Its: Chairman
Date:_____

ATTEST:

By: Wayne Dyess
Its: County Administrator
Date:_____

AGENCY:

Baldwin County Sheriff's Office

By: Huey H. Mack
Its: Sheriff
Date:_____

To what Address should reimbursement checks be mailed? (Changes only)
(Any changes to such address must be submitted in writing to SWARHSO)

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Signature of Authorized Official
Southwest Alabama Regional Highway Safety Office

Dawn Wilhelm DATE
Printed Name of Regional Director



Baldwin County Commission

Agenda Action Form

File #: 22-0055, **Version:** 1

Item #: BJ2

Meeting Type: BCC Regular Meeting

Meeting Date: 10/5/2021

Item Status: New

From: Huey Hoss Mack, Sheriff of Baldwin County

Submitted by: Katrina Taylor, Grants Coordinator; Connie Dudgeon, Baldwin County Sheriff's Office
Director of Finance

ITEM TITLE

Request to Submit Alabama Department of Public Health (ADPH) Detection and Mitigation of COVID-19 in Confinement Facilities Grant Application

STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the Baldwin County Sheriff's Office to submit the Alabama Department of Public Health (ADPH) Detection and Mitigation of COVID-19 in Confinement Facilities grant application on behalf of the Baldwin County Commission for the ADPH subaward; and
- 2) Approve the Chairman to execute any project related documents, as needed.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background:

The Center for Disease Control (CDC), in partnership with the Department of Justice (DOJ), is providing financial assistance to Epidemiology and Laboratory Capacity (ELC) recipients to respond to Coronavirus Disease 2019 (COVID-19) in confinement facilities within their jurisdictions. For the purposes of this guidance, the term "confinement facilities" includes adult prisons and jails; juvenile confinement facilities; police lockups; and community confinement facilities as defined by 28 CFR § 115.5. State recipients must support units of local government within their jurisdiction to reach the fullest complement of confinement facilities in the state. To meet the need to combat COVID-19 in confinement facilities, CDC in partnership with DOJ will assist ELC recipients in responding to COVID-19 in confinement facilities. ELC recipients should familiarize themselves with and incorporate elements from the CDC guidance on the Management of COVID-19 in Correctional and Detention Facilities when developing workplans and budgets for this award.

ADPH will be distributing \$12,078,500.00 in subawards to Alabama. Baldwin County's subrecipient

award formula is calculated by the incarcerated population divided by the total state incarcerated population.

FINANCIAL IMPACT

Total cost of recommendation: TBD

Budget line item(s) to be used: N/A - to be funded using grant funds

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: Connie Dudgeon will submit the work plan and budget to ADPH by October 15, 2021.

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

Additional instructions/notes: N/A



DETECTION & MITIGATION OF COVID-19 IN CONFINEMENT FACILITIES GUIDANCE

Project E: Emerging Issues

Supported through the American Rescue Plan Act of 2021

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DETECTION & MITIGATION OF COVID-19 IN CONFINEMENT FACILITIES

GUIDANCE

PROJECT E: EMERGING ISSUES

BACKGROUND AND PURPOSE

CDC, in partnership with the Department of Justice, is providing financial assistance to ELC recipients to respond to Coronavirus Disease 2019 (COVID-19) in confinement facilities within their jurisdictions. For the purposes of this guidance, the term ‘confinement facilities’ includes adult prisons and jails; juvenile confinement facilities; police lock-ups; and community confinement facilities as defined by [28 CFR § 115.5](#). State recipients must support units of local government within their jurisdiction to reach the fullest complement of confinement facilities in the state.

According to the March 2021 Department of Justice (DOJ) Office of Justice Programs (OJP) Bureau of Justice Statistics Special Report, [Impact of COVID-19 on the Local Jail Population, January-June 2020](#), “... from March to June 2020, jails conducted 215,360 inmate COVID-19 tests. More than 11% of these tests were positive. Jails in counties with confirmed residential COVID-19 infection rates of 1% or more tested nearly 21% of persons admitted to their jails from March to June 2020.” In addition, [The Marshall Project: COVID Cases in Prisons](#) found that, “by mid-December [2020], one in five state and federal prisoners in the United States had tested positive for the coronavirus -- a rate more than four times higher than the general population.” Additionally, COVID-19 infections in confinement facility staff have significantly hampered operations of the facilities and services to residents/detainees/inmates. Finally, as states begin to reopen their facilities for visitors and service/care providers, mitigation of new transmission of COVID-19 must be addressed.

To meet the need to combat COVID-19 in confinement facilities, CDC in partnership with DOJ will assist ELC recipients in responding to COVID-19 in confinement facilities. ELC recipients should familiarize themselves with and incorporate elements from the CDC guidance on the [Management of COVID-19 in Correctional and Detention Facilities](#) when developing workplans and budgets for this award.

FUNDING STRATEGY

A total of \$700,000,000, made available through the *American Rescue Plan Act of 2021*, [P.L. 117-2](#) and under this *Detection & Mitigation of COVID-19 in Confinement Facilities* project, will be awarded to the current 64 ELC recipients according to a formula based on a recipient’s jurisdictional incarcerated population divided into the total national incarcerated population.

Funds will be awarded in Budget Period 3 (i.e., August 1, 2021 through July 31, 2022); however, the awards will have an extended budget period to support activities through July 31, 2024.

The objectives and goals of this funding are primarily focused on providing resources to confinement facilities for the detection and mitigation of COVID-19. ELC recipients may choose to enter into agreements with other state entities to distribute funds for these purposes. A minimum of 85% of the award must directly support the activities, goals, and objectives of this guidance. Up to 15% may be used by recipients for coordination, management, technical assistance, monitoring, and data collection and reporting activities. In addition to this financial assistance, technical assistance will be provided by DOJ. Details for accessing technical assistance will be provided in future communications.

Financial expenditures will be monitored and assessed with recipients monthly.

ALLOWABLE COSTS

Recipients should consider requesting the following when developing the *Detection & Mitigation of COVID-19 in Confinement Facilities* budgets.

1. Personnel (term, temporary, students, overtime, consultant and/or contract staff, etc.) related to testing and mitigation efforts.
2. Laboratory equipment used for COVID-19 testing and necessary maintenance contracts.
3. Collection supplies, test kits, reagents, consumables, and other necessary supplies for existing or new screening testing or onboarding new platforms to support testing.
4. Personal Protective Equipment (PPE) (e.g., masks, gloves, gowns) for those collecting samples and/or conducting testing.
5. Courier service contracts (new or expansion of existing agreements) related to testing efforts.
6. Service contracts for provision of end-to-end services such as tests, collection and reporting.
7. Hardware and software necessary for reporting to public health and communication and coordination of follow up on any positive cases detected.
8. Tools that assist in the rapid identification, electronic reporting, monitoring, analysis, and evaluation of control measures to reduce the spread of COVID-19, that may be translatable to other diseases (e.g., GIS software, visualization dashboards, cloud services).
9. Contracts with academic institutions, private laboratories, other non-commercial healthcare entities, and/or commercial entities that may provide all or part of the testing needs.
10. Software or systems to assist with quality management, biosafety, or training needs related to testing and mitigation efforts.
11. Expenses associated with outreach and assistance related to testing and mitigation efforts (e.g., support provided through education leaders, community-based organizations).
12. Expenses associated with meeting resident/detainee/inmate needs resulting from COVID-19-related limited/restricted mobility and/or access to the facility. This includes communication access to/by family, legal representation, and service providers, such as educators and mental health professionals (e.g., providing testing costs for visitors, having more room for proving appropriate distancing during visits, etc.).

The above list covers the anticipated, most relevant costs associated with achieving the activities in this guidance. This list does not represent a full list of allowable costs. Recipients are referred to the cost principles regulation found at [45 CFR Part 75 Subpart E – Cost Principles](#).

In determining if costs are allowable, consideration must be given to applicable regulations; the overall underlying cooperative agreement (CK19-1904); be considered necessary and reasonable; and be considered allocable (see: [45 CFR 75.403](#)). Any questions about specific budget items should be directed to the Office of Grants Services (OGS) and the ELC Project Officer.

Please also note, the CDC is not prescribing the specific tests that may be used for implementing testing; however, recipients are encouraged to adhere to CDC and FDA guidance when selecting a test type and determining the particular approach to testing.

COVID-19 TERMS AND CONDITIONS

Coronavirus Disease 2019 (COVID-19) Funds: A recipient of a grant or cooperative agreement awarded by the Department of Health and Human Services (HHS) with funds made available under the Coronavirus Preparedness and

Response Supplemental Appropriations Act, 2020 (P.L. 116-123); the Coronavirus Aid, Relief, and Economic Security Act, 2020 (the "CARES Act") (P.L. 116-136); the Paycheck Protection Program and Health Care Enhancement Act (P.L. 116-139); the Consolidated Appropriations Act and the Coronavirus Response and Relief Supplement Appropriations Act, 2021 (P.L. 116-260) and/or the American Rescue Plan of 2021 [P.L. 117-2] agrees, as applicable to the award, to: 1) comply with existing and/or future directives and guidance from the Secretary regarding control of the spread of COVID-19; 2) in consultation and coordination with HHS, provide, commensurate with the condition of the individual, COVID-19 patient care regardless of the individual's home jurisdiction and/or appropriate public health measures (e.g., social distancing, home isolation); and 3) assist the United States Government in the implementation and enforcement of federal orders related to quarantine and isolation.

In addition, to the extent applicable, Recipient will comply with Section 18115 of the CARES Act, with respect to the reporting to the HHS Secretary of results of tests intended to detect SARS-CoV-2 or to diagnose a possible case of COVID-19. Such reporting shall be in accordance with guidance and direction from HHS and/or CDC. HHS laboratory reporting guidance is posted at: <https://www.hhs.gov/sites/default/files/covid-19-laboratory-data-reporting-guidance.pdf>.

Further, consistent with the full scope of applicable grant regulations (45 C.F.R. 75.322), the purpose of this award, and the underlying funding, the recipient is expected to provide to CDC copies of and/or access to COVID-19 data collected with these funds, including but not limited to data related to COVID-19 testing. CDC will specify in further guidance and directives what is encompassed by this requirement.

This award is contingent upon agreement by the recipient to comply with existing and future guidance from the HHS Secretary regarding control of the spread of COVID-19. In addition, in accordance with HHS' regulatory requirements for pass-through entities at 45 CFR 75.352, recipient is expected to flow down these terms to any subaward, to the extent applicable to activities set out in such subaward.

To achieve the public health objectives of ensuring the health, safety, and welfare of all Americans, Recipient must distribute or administer testing and mitigation without discriminating on non-public-health grounds within a prioritized group.

Acknowledgement of Federal Funding: When issuing statements, press releases, publications, requests for proposal, bid solicitations and other documents --such as tool-kits, resource guides, websites, and presentations (hereafter "statements")--describing the projects or programs funded in whole or in part with U.S. Department of Health and Human Services (HHS) federal funds, the recipient must clearly state:

1. The percentage and dollar amount of the total costs of the program or project funded with federal money; and,
2. The percentage and dollar amount of the total costs of the project or program funded by non-governmental sources.

When issuing statements resulting from activities supported by HHS financial assistance, the recipient entity must include an acknowledgement of federal assistance using one of the following or a similar statement.

If the HHS Grant or Cooperative Agreement is NOT funded with other non-governmental sources:

This [project/publication/program/website, etc.] [is/was] supported by the [full name of the OPDIV/STAFFDIV] of the U.S. Department of Health and Human Services (HHS) as part of a financial

assistance award totaling **\$XX** with 100 percent funded by **[OPDIV/STAFFDIV]/HHS**. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by **[OPDIV/STAFFDIV]/HHS**, or the U.S. Government. For more information, please visit **[OPDIV/STAFFDIV website, if available]**.

The HHS Grant or Cooperative Agreement IS partially funded with other nongovernmental sources:

This **[project/publication/program/website, etc.] [is/was]** supported by the [full name of the **OPDIV/STAFFDIV**] of the U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling **\$XX** with **XX** percentage funded by **[OPDIV/STAFFDIV]/HHS** and **\$XX** amount and **XX** percentage funded by non-government source(s). The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by **[OPDIV/STAFFDIV]/HHS**, or the U.S. Government. For more information, please visit **[OPDIV/STAFFDIV website, if available]**.

The federal award total must reflect total costs (direct and indirect) for all authorized funds (including supplements and carryover) for the total competitive segment up to the time of the public statement.

Any amendments by the recipient to the acknowledgement statement must be coordinated with the HHS Awarding Agency.

If the recipient plans to issue a press release concerning the outcome of activities supported by HHS financial assistance, it should notify the HHS Awarding Agency in advance to allow for coordination.

Termination

This award may be terminated in whole or in part consistent with 45 CFR 75.372.

CDC may impose other enforcement actions in accordance with 45 CFR 75.371- Remedies for Noncompliance, as appropriate.

PROCESS FOR WORKPLAN AND BUDGET SUBMISSION

Within five (5) business days of receipt of this guidance, the recipient's Authorized Official is required to acknowledge receipt of this guidance by submitting a Grant Note in GrantSolutions. The acknowledgement must be submitted on the recipient's official agency letterhead and utilize the 'Acknowledgement Letter for CK19-1904 – COVID Supplemental Funds' template provided at the end of this guidance document.

This funding will be awarded in the ELC Budget Period 3 (BP3) (i.e., August 1, 2021 – July 31, 2022) under CK19-1904. However, recipients should note that this supplemental funding is for a thirty-six (36) month project period and will end on July 31, 2024. The expanded project period coincides with the end of Budget Period 5 (BP5) (i.e., July 31, 2024) of the ELC Cooperative Agreement (CK19-1904). Therefore, workplans and revised budgets should reflect activities and associated costs that will end on July 31, 2024.

Within 90 days of receipt of the Notice of Award (NOA), the recipient is required to submit a workplan and revised budget describing its proposed activities. Upon submission, budgets and workplans will be reviewed by CDC and feedback will be provided and discussed with the recipient. Any necessary or recommended changes may be agreed

upon between the recipient and CDC and documented in REDCap; and any agreed upon changes must be captured in GrantSolutions, the system of record, as necessary.

To appropriately document workplans, budgets, and facilitate recipients meeting the 90-day requirement:

1. Workplan entries will be completed in the 'Detection & Mitigation of COVID-19 in Confinement Facilities' page, under 'ELC COVID-19 Projects' portal, in REDCap; and
2. Revised budgets must be completed by using the Excel budget workbook template provided via GrantSolutions Grant Notes at time of NOA issuance. **Note:** If a recipient does not meet the 90-day submission requirement and has not received written approval for an extension from CDC, then the Payment Management System (PMS) account associated with this award may be restricted. The restriction will result in a manual drawdown process that requires CDC approval of each PMS charge. This restriction will remain in effect until the recipient satisfactorily meets the workplan and budget submission requirement.
 - a. Funds will be awarded under the 'Other' cost category and will be accessible in the Payment Management System (PMS) during the 90-day budget revision period for use in accomplishing activities outlined in this guidance;
 - b. Recipients will adjust the cost category allocations of awarded funds to reflect the areas where financial assistance is needed;
 - c. Recipients will upload the revised budget into GrantSolutions via a budget revision amendment, with a courtesy copy into REDCap 'Detection & Mitigation of COVID-19 in Confinement Facilities page of the 'ELC COVID-19 Projects' portal, by the 90-day post award deadline; and
 - d. The ELC Project Officer and OGS will process the budget revision amendment in GrantSolutions and the recipient will receive a revised NOA reflecting the requested cost category allocations.
3. A letter, indicating that all ELC Governance Team members (i.e., Project Director, Epidemiology Lead, Laboratory Lead, Health Information Systems Lead, and Financial Lead) have both contributed to and agreed upon the workplan and revised budget submitted, must be signed by all Governance Team Members (hard copy or digital signature) and submitted with the documents in the REDCap portal.

GrantSolutions

Within 90 days of receipt of the NOA, the recipient is required to submit a '**Budget Revision Amendment**' as part of the recipient's current award (CK19-1904), Budget Period 3.

The 'budget revision amendment' must consist of the following documents:

1. **Budget Information: SF-424A**
 - a. Recipient can use the form generated by the ELC budget workbook;
 - b. Or, recipient can submit a PDF of this form.
 - c. Please do not use the **e-form in GrantSolutions** as it creates issues when processing the revised NOA.
2. **Cover Letter** signed by the Authorized Official of record in GrantSolutions.
3. **Completed revised budget** using the ELC budget workbook that was provided in GrantSolutions as a Grant Note.

Note: In a cooperative agreement, CDC staff is substantially involved in the program activities, above and beyond routine grant monitoring.

CDC responsibilities include but are not limited to:

1. Provide ongoing guidance, programmatic support (including guidance on evaluation, performance measurement, and workplan changes), technical assistance and subject matter expertise to the activities outlined in this supplemental funding announcement guidance.

2. Convene trainings, meetings, conference calls, and site visits with recipients.
3. Share best practices identified and provide national coordination of activities, where appropriate.

REQUIRED TASKS

Note: If a recipient does not meet the below required tasks and has not received written approval for an extension from CDC, recipient may have their funds restricted in the Payment Management System (PMS) for specific costs/activities. Recurring or repeat non-compliance may result in additional restrictions or other actions being taken, consistent with applicable grant regulations.

In addition to the programmatic activities noted below in further detail, recipient responsibilities include but are not limited to:

1. Within **five (5) business days** of receipt of this guidance the Authorized Official is required to acknowledge receipt of this guidance by submitting a Grant Note in GrantSolutions. The acknowledgement must be submitted on the recipient's official agency letterhead and utilize the 'Acknowledgement Letter for CK19-1904 – COVID Supplemental Funds' template provided at the end of this guidance document.
2. Regular participation in calls with CDC &/or DOJ for technical assistance and monitoring of activities supported through this cooperative agreement. The call schedule will be quarterly; however, additional technical assistance calls may be scheduled on an ad hoc basis depending on recipient workplan progress and financial reporting.
3. On-time submission of all requisite reporting. This may include but is not limited to reporting of performance measures on a quarterly basis, progress on milestones on a quarterly basis, and/or financial updates on a monthly basis within REDCap.
4. Report expenditures and unliquidated obligations (ULOs) on a monthly basis. On the 5th day of the month, the expenditures and ULOs from the prior month shall be reported in the REDCap 'Detection & Mitigation of COVID-19 in Confinement Facilities' page.
5. Documentation of any necessary budget change/reallocation through GrantSolutions and REDCap.

ACTIVITIES

This award has 15 allowable activities which are designed to detect, diagnose, trace, and monitor SARS-CoV-2 and COVID-19 infections, and mitigate the spread of COVID-19 in confinement facilities. The first activity is required; whereas, the other activities are optional to address needs within a recipient's jurisdiction.

Required Activity

- 1) Assist facilities in establishing and implementing diagnostic and screening testing programs for residents/detainees/inmates, staff, and visitors.

Optional Activities

- 2) Conduct COVID-19 testing and contact tracing within confinement facilities.
- 3) Support facilities in planning and implementing recommended isolation and quarantine strategies including for confirmed and suspected cases and close contacts.
- 4) Implement distancing policies and support staff training to maintain distancing practices.
- 5) Support staffing strategies that reduce the risk of virus transmission (e.g., organize staff assignments so that the same staff are assigned to the same areas of the facility over time).
- 6) Support transportation policies and practices consistent with recommendations to reduce transmission.
- 7) Implement visitor policies consistent with recommendations to reduce virus risk.
- 8) Implementation of infection control practices inside facilities.

Detection & Mitigation of COVID-19 in Confinement Facilities

- 9) Develop and implement procedures and systems to improve confinement facility preparedness and response efforts.
- 10) Coordinate preparedness and response efforts with state, local, tribal, and territorial public health departments to prevent, prepare for, and respond to COVID-19 within confinement facilities.
- 11) Enhance/improve the practices of confinement facilities to mitigate the spread of COVID-19, and to reduce the risk of virus transmission and exposure to environmental health hazards.
- 12) Purchase of additional supplies to sanitize and clean the confinement facilities. Funding must not supplant existing expenditures on such supplies and can only be used to support enhanced cleaning efforts.
- 13) Educate and train confinement facility staff and residents/detainees/inmates on sanitation and minimizing the spread of infectious diseases.
- 14) Implement COVID-19 mitigation practices to minimize potential opportunities for exposure including video conferencing technology and other measures for attorney/client purposes, court appearances, family visiting, and programming.
- 15) Based on state and local laws and regulations, and training and technical assistance provided by the DOJ, review and analyze policies and practices and implement policy and practice changes to safely reduce populations in confinement facilities to mitigate the spread of COVID-19. This could include creating policies and practices that may divert individuals from confinement, determine the optimal population for the facility given physical plant/structure and public health guidelines, and the revision of appropriate release practices. The DOJ will make training and technical assistance available to grantees to help ensure these activities comport with state and local laws and evidence-based practices and are administered solely by state and local correctional agencies.

PERFORMANCE MEASURES

Performance measures will be developed and shared with recipients within 30 days of award.

The ELC Program Office will utilize existing data sources whenever possible to reduce the reporting burden on recipients and, where appropriate.

SUMMARY OF REPORTING REQUIREMENTS

The following is a summary of the reporting requirements for the *Detection & Mitigation of COVID-19 in Confinement Facilities* award.

1. Within five (5) business days of receipt of this guidance, the Authorized Official is required to acknowledge receipt of this guidance by submitting a Grant Note in GrantSolutions.
2. Quarterly progress reports on milestones in approved workplans via REDCap.
3. Monthly fiscal reports (beginning 30 days after NOAs are issued).
4. Performance measure data.
5. CDC may require recipients to develop annual progress reports (APRs). CDC will provide APR guidance and optional templates should they be required.

ACKNOWLEDGEMENT LETTER: DUE WITHIN FIVE (5) DAYS OF NOA RECEIPT

Detection & Mitigation of COVID-19 in Confinement Facilities

Date:

Organization Name:

Subject: Acknowledgement Letter for CK19-1904 – COVID-19 Supplemental Funds – ‘Detection & Mitigation of COVID-19 in Confinement Facilities’

Reference: Guidance for the use of supplemental funding for CK19-1904 ‘Detection & Mitigation of COVID-19 in Confinement Facilities’ through the American Rescue Plan Act of 2021.

This is to acknowledge that I have received, reviewed, and understand the requirements in the attached programmatic guidance.

The federal funding received will be in support of the supplemental funding referenced herein and will be spent in accordance with the legislation and programmatic guidance.

Authorized Official

APPENDIX A: DETECTION & MITIGATION OF COVID-19 IN CONFINEMENT FACILITIES FUNDING TABLE

Total Award: \$700,000,000

Recipient	Award Amount	Recipient	Award Amount
Alaska	\$ 1,610,000	Mariana Islands	\$ 210,000
Alabama	\$ 14,210,000	Mississippi	\$ 9,870,000
Arkansas	\$ 9,310,000	Montana	\$ 2,450,000
American Samoa	\$ 210,000	North Carolina	\$ 20,230,000
Arizona	\$ 20,580,000	North Dakota	\$ 1,190,000
California	\$ 66,150,000	Nebraska	\$ 3,570,000
Chicago	\$ 2,100,000	New Hampshire	\$ 1,470,000
Colorado	\$ 11,760,000	New Jersey	\$ 9,940,000
Connecticut	\$ 4,480,000	New Mexico	\$ 4,830,000
District of Columbia	\$ 700,000	Nevada	\$ 7,140,000
Delaware	\$ 1,820,000	New York	\$ 20,790,000
Florida	\$ 55,160,000	New York City	\$ 2,730,000
Fed. States of Micronesia	\$ 490,000	Ohio	\$ 26,180,000
Georgia	\$ 33,880,000	Oklahoma	\$ 14,210,000
Guam	\$ 700,000	Oregon	\$ 7,560,000
Hawaii	\$ 1,750,000	Pennsylvania	\$ 26,670,000
Houston	\$ 3,290,000	Philadelphia	\$ 1,610,000
Iowa	\$ 5,180,000	Puerto Rico	\$ 980,000
Idaho	\$ 4,620,000	Palau	\$ 70,000
Illinois	\$ 17,990,000	Rhode Island	\$ 980,000
Indiana	\$ 17,220,000	South Carolina	\$ 10,920,000
Kansas	\$ 6,510,000	South Dakota	\$ 2,100,000
Kentucky	\$ 13,230,000	Tennessee	\$ 18,200,000
Louisiana	\$ 17,290,000	Texas	\$ 75,950,000
LA County	\$ 6,230,000	Utah	\$ 4,550,000
Massachusetts	\$ 5,810,000	Virginia	\$ 21,140,000
Maryland	\$ 10,220,000	US Virgin Islands	\$ 490,000
Maine	\$ 1,400,000	Vermont	\$ 630,000
Marshall Islands	\$ 350,000	Washington	\$ 10,990,000
Michigan	\$ 19,880,000	Wisconsin	\$ 13,300,000
Minnesota	\$ 5,670,000	West Virginia	\$ 3,990,000
Missouri	\$ 13,860,000	Wyoming	\$ 1,400,000

Alabama Department of Public Health
Federal Funding Accountability and Transparency Act ("Transparency Act" or "FFATA") Disclosure Statement

Effective Date of Agreement: 12/01/2021

Award Description/Title: ELC Detection & Mitigation of COVID-19 in Confinement Facilities

Entity Completing Form: Baldwin County Commission

Entity's DUNS Number: _____ <http://fedgov.dnb.com/webform>

Address: 312 Courthouse Square, Suite 11

City, State, Zip+4: Bay Minette, AL, 36507

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this DUNS number belongs) receive (1) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

YES NO **If yes, answer next question. If no, stop here and sign form and return to ADPH**

Does the public have access to information about the compensation of the executives in your business or organization (the legal entity to which this DUNS number belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue code of 1986?

YES NO **If no, complete the following. If yes, stop here and sign form and return to ADPH**

Provide the following information for the five (5) most highly compensated executives in your business or organization (the legal entity to which this DUNS number, belongs):

Name	Position Title	Total Compensation Amount for the Entity's last complete fiscal year

Signature

Title

Date

Typed Name of Signature

State of Alabama)

County of Baldwin)

CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535, as amended by Act 2012-491)

DATE: October 5, 2021

RE Contract/Grant/Incentive (describe by number or subject):

ELC Detection & Mitigation of COVID-19 in Confinement Facilities by and between
Baldwin County Commission (Contractor/Grantee) and
Alabama Department of Public Health (State Agency, Department or Public Entity)

The undersigned hereby certifies to the State of Alabama as follows:

- 1. The undersigned holds the position of Baldwin County Commission Chairman with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by Act 2012-491) which is described herein as "the Act".
- 2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.

BUSINESS ENTITY. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit. "Business entity" shall include, but not be limited to the following:

- a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.
- b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license and any business entity that is operating unlawfully without a business license.

EMPLOYER. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

(a) The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.

(b) The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.

- 3. As of the date of this Certificate, Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;
- 4. Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this _____ day of _____, 20____.

Name of Contractor/Grantee/Recipient

By: _____

Its _____

The above Certification was signed in my presence by the person whose name appears above, on

This _____ day of _____, 20____.

WITNESS: _____

Printed Name of Witness

IMMIGRATION STATUS

I hereby attest that all workers on this project are either citizens of the United States or are in a proper and legal immigration status that authorizes them to be employed for pay within the United States.

Signature of Contractor

Witness



Baldwin County Commission

Agenda Action Form

File #: 22-0032, **Version:** 1

Item #: BM2

Meeting Type: BCC Regular Meeting

Meeting Date: 10/5/2021

Item Status: New

From: Cian Harrison, Clerk Treasurer

Submitted by: Makayla Shiver, Staff Accountant

ITEM TITLE

Association of County Commissions of Alabama (ACCA) Workers' Compensation Self Insurers' Fund - Continuance of Coverage

STAFF RECOMMENDATION

Related to the Association of County Commissions of Alabama Workers' Compensation Self-Insurers' Fund (ACCA WCSIF), take the following actions:

- 1) Authorize payment to the Association of County Commissions of Alabama Workers' Compensation Self Insurers' Fund in the amount of \$701,935.80 from applicable and various Baldwin County Commission departments, related to the continued provision of workers' compensation coverage to the Baldwin County Commission for the period of October 1, 2021, to October 1, 2022; and
- 2) Authorize the Chairman to execute any related correspondence and/or instruments; and
- 3) Authorize the Clerk/Treasurer to make an interim payment before October 31, 2021, to the Association of County Commissions of Alabama Workers' Compensation Self Insurers' Fund (ACCA WCSIF) in the amount of \$701,935.80.

BACKGROUND INFORMATION

Previous Commission action/date: 10/20/2020

Background: The Commission approved payment to the ACCA related to the continuance of the workers' compensation coverage for the Commission for the period October 1, 2020, to October 1, 2021; the payment was paid to the ACCA in the amount of \$743,781.04. This represents a decrease of \$7,798.47 from the Fiscal Year 2020 premium contribution of \$751,579.51. The approval allowed the Chairman to sign related correspondence and/or instruments and the Clerk/Treasurer to make the interim payment of \$743,781.04, before October 31, 2020, so the workers' compensation coverage did not lapse.

FINANCIAL IMPACT

Total cost of recommendation: 701,935.80

Budget line item(s) to be used: Various Baldwin County Commission Departments Object Code 51250

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: Must be submitted and paid by 10/31/2021

Individual(s) responsible for follow up: Christie Davis and Eva Cutsinger, Finance Payable to ACCA WCSIF:

CRS Inc
Post Office Box 589
Montgomery, Alabama 36101

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

Additional instructions/notes: N/A



Association of County Commissions of Alabama Workers' Compensation Self – Insurers' Fund

WORKERS' COMPENSATION INFORMATION PAGE

PARTICIPANT:
Baldwin County Commission
312 Courthouse Sq, Ste 12
Bay Minette, Alabama 36507

DATE PREPARED: 09/01/2021

ACCOUNT NUMBER: 008621004300

CONTRACT PERIOD: 10/1/2021 to 10/1/2022

Estimated Billing

Code	Sub	Classification of Operations	Payroll & Production	Rate	Estimated Annual Contribution
5506	00	St/Rd Constr/Pav-Incl Drivers	4,141,465.14	5.63	\$233,164.49
6217	00	Excavation-Incl Drivers	0.00	4.37	\$0.00
7380	00	Drivers, Chauffeurs	989,970.77	4.75	\$47,023.61
7720	00	Sheriff's Department	1,009,689.47	3.28	\$33,117.81
8380	00	County Shop/Auto & Truck Repair	535,833.05	3.01	\$16,128.57
8810	00	Clerical Office Employees Noc	12,211,568.07	0.16	\$19,538.51
8831	00	Hospital-Vet & Drivers	365,868.10	1.55	\$5,670.96
8832	00	Coroner	17,706.57	0.35	\$61.97
9015	00	Building Custodian	1,194,053.55	3.37	\$40,239.60
9102	00	Parks-Incl Drivers	658,614.82	2.67	\$17,585.02
9403	00	Garbage Coll-Incl Drivers	3,106,048.65	6.81	\$211,521.91
9410	00	County Employees, Incl Drivers	5,093,515.41	2.11	\$107,473.18

Total Manual Contribution	\$731,525.63
Total Fund Adjustments/Discounts	\$-29,589.83
Total Limited Normal Contribution	\$701,935.80
Amount Due – Fund	\$701,935.80
Experience Modification	0.98

If Paid on Time
10-01-21 - 10-31-21
\$701,935.80

Avoid These Penalties	
2% added 11-01-21 \$14,038.72 After 11-01-21, Pay \$715,974.52	+ 8% added 12-01-21 \$57,277.96 After 12-01-21, Pay \$773,252.48

Adopted February 24, 1994 by the Board of Trustees of the ACCA Workers' Compensation Fund:

Workers' Compensation premiums are due and payable on October 1.

If full payment is not received on or before October 31, the non-paying member shall be assessed two percent (2%) of the unpaid balance on November 1 and an additional eight percent (8%) of the unpaid balance on December 1.

An additional two percent (2%) of the unpaid balance will be assessed on the first of each month thereafter.

If payment is not received by December 10, a notice of cancellation will be sent, with cancellation effective January 10.

If payment is not received by December 31, a final 10-day notice of cancellation will be sent, with cancellation effective January 10.

Interest shall accrue on the unpaid balance each month thereafter.

Checks should be made payable to: ACCA WCSIF

Mail payment to: CRS, Inc.

P.O. Box 589 Montgomery, AL 36101-0589

Any questions, call: (334) 394-3232 / (888) 608-2009



Baldwin County Commission

Agenda Action Form

File #: 22-0039, **Version:** 1

Item #: BN1

Meeting Type: BCC Regular Meeting

Meeting Date: 10/5/2021

Item Status: New

From: Joey Nunnally, P.E., County Engineer

Seth Peterson, P.E., Pre-Construction Manager

Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE

Acceptance of Real Property for Various Highway Department Projects

STAFF RECOMMENDATION

Per Baldwin County Commission Policy # 9.1, approve making the attached lists of real property acquired by the Baldwin County Highway Department for various projects part of the record.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Highway Department has acquired real property for various projects through donation, negotiation or condemnation.

Policy # 9.1 ensures that all property acquired by the County is properly valued, recorded and accepted by the County Commission.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Highway Department forward approved agenda action and copies of all supporting documentation to Accounting Department for recording in fixed assets.

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

Additional instructions/notes: N/A

**Ammons Road
EOP to McKinley Road
Project No. 0238108**

Dirt Road Paving Project

<u>TRACT #</u>	<u>ACQUISITION VALUE</u>	<u>DATE ACQUIRED</u>	<u>HOW ACQUIRED</u>	<u>RECORDING DATA</u>	<u>ASSESSED</u>	<u>ROW MAP TO REVENUE OFFICE</u>	<u>Accepted By County</u>
Tract 1 Helen v. Ammos Annie Ammons Mcneil 16-03-05-0-000-001.000 16-03-06-0-000-002.000	\$2,950.00	10/3/17	Negotiated	Instrument No. 1659560	10/5/17	3/14/18	
Tract 2 Shirley Ann Ammons 16-03-05-0-000-002.000	\$500.00	9/6/17	Negotiated	Instrument No. 1654475	9/6/17	3/14/18	
Tract 2A Shirley Ann Ammons 16-03-05-0-000-002.000	\$944.04	12/12/17	Doanated	Instrument No. 1670296	12/12/17	3/14/18	
Tract 3 Elaine M. Cuevas 16-03-06-0-000-020.000 16-03-06-0-000-020.001 16-03-06-0-000-016.000	\$2,320.00	10/3/17	Negotiated	Instrument No. 1659169	10/3/17	3/14/18	
Tract 4 Patti M. Pratter 16-03-06-0-000-020.002	\$4,260.00	8/22/17	Negotiated	Instrument No. 1656219	9/18/17	3/14/18	
Tract 5 Glinda I. Vickery nka Glinda I. Niedergeses 16-03-06-0-000-015.000	\$855.00	3/15/17	Donated	Instrument No. 1622827	3/15/17	3/14/18	
Tract 6 Howard Wayne Turner & Tina G. Turner 16-03-06-0-000-013.000	\$887.40	5/8/17	Donated	Instrument No. 1632219	5/9/17	3/14/18	

Carlee Lane
Pine Grove Road Ext. North Running North 1195 feet

Misc. Project

<u>TRACT #</u>	<u>ACQUISITION VALUE</u>	<u>DATE ACQUIRED</u>	<u>HOW ACQUIRED</u>	<u>RECORDING DATA</u>	<u>ASSESSED</u>	<u>ROW MAP TO REVENUE OFFICE</u>	<u>Accepted By County</u>
Tract 1 Sandra Annette Jones and Arlene Ruth Stewart 23-07-26-0-000-052.006	\$500.00	6/21/18	Donated	Instrument No.1703806	6/22/18	N/A	

**Catrett Lane
Maytower Road north 870 feet**

Misc. Project

<u>TRACT #</u>	<u>ACQUISITION VALUE</u>	<u>DATE ACQUIRED</u>	<u>HOW ACQUIRED</u>	<u>RECORDING DATA</u>	<u>ASSESSED</u>	<u>ROW MAP TO REVENUE OFFICE</u>	<u>Accepted By County</u>
Tract 1 Donald Lee Fredrickson and Virginia Pierce Fredrickson 14-08-34-0-000-024.014	\$674.99	10/29/15	Donated	Instrument No. 1541548	10/30/15	11/27/18	
Tract 2 Lillie G Clark 14-08-34-0-000-024.000	\$69.80	10/29/15	Donated	Instrument No. 1541547	10/30/15	11/27/18	

Forest View Lane
Styx River Road a/k/a CR 39 running East to West boundary of Lot 6, Phase Two, Pine Brook Subdivision

<u>TRACT #</u>	<u>ACQUISITION VALUE</u>	<u>DATE ACQUIRED</u>	<u>HOW ACQUIRED</u>	<u>RECORDING DATA</u>	<u>ASSESSED</u>	<u>ROW MAP TO REVENUE OFFICE</u>	<u>Accepted By County</u>
Tract 1 Sandra Annette Jones and Arlene Ruth Stewart 05-28-08-34-0-000-004.028	\$1,000.00	10/1/19	Donated	Instrument No.1787637	10/3/19	N/A	

**Gap Weekly
County Rd 61 to EOM
Project No. 0211719**

Project Type: Dirt Road Paving

<u>TRACT #</u>	<u>ACQUISITION VALUE</u>	<u>DATE ACQUIRED</u>	<u>HOW ACQUIRED</u>	<u>RECORDING DATA</u>	<u>ASSESSED</u>	<u>ROW MAP TO REVENUE OFFICE</u>	<u>Accepted By County</u>
Tract 1 Greg L. & Lorie A. Weekley 17-01-02-0-000-008.002	\$4,164.00	1/28/20	Donated	Instrument No. 1808426	1/28/20	1/30/20	

Harley Court
Spring Road North running west to terminus of cul-de-sac
Project No. 0221919

AFM Project

<u>TRACT #</u>	<u>ACQUISITION VALUE</u>	<u>DATE ACQUIRED</u>	<u>HOW ACQUIRED</u>	<u>RECORDING DATA</u>	<u>ASSESSED</u>	<u>ROW MAP TO REVENUE OFFICE</u>	<u>Accepted By County</u>
Tract 1 Joseph C. Byrd 05-28-09-32-0-000-001.034	\$1,700.00	10/2/19	Donated	Instrument No.1787634	10/3/19	N/A	

Hoyle Bryars Road East
Hoyle Bryars Rd over Bushy Creek East
Project No. 0218117

Bridge Replacement Project

<u>TRACT #</u>	<u>ACQUISITION VALUE</u>	<u>DATE ACQUIRED</u>	<u>HOW ACQUIRED</u>	<u>RECORDING DATA</u>	<u>ASSESSED</u>	<u>ROW MAP TO REVENUE OFFICE</u>	<u>Accepted By County</u>
Tract 1 Fickling/Kennedy 05-15-08-34-0-000-012.000 & 05-15-08-34-0-000-012.002	\$512.11	10/17/19	Negotiated	Instrument No. 1791374	10/25/19	1/16/20	
Tract 2 Vera F. Edwards 05-15-08-34-0-000-011.000	\$280.00	12/27//18	Donated	Instrument No. 1737808	1/8/19	1/16/20	
Tract 3 Tand Enterprise Corp 05-17-02-03-0-000-001.000	\$1,209.60	12/19/19	Condemned	Instrument No. 1804358	1/14/20	1/16/20	

**Hoyle Bryars Road West
Bridge over Bushy Creek
Project No. 0218017**

Bridge Project

<u>TRACT #</u>	<u>ACQUISITION VALUE</u>	<u>DATE ACQUIRED</u>	<u>HOW ACQUIRED</u>	<u>RECORDING DATA</u>	<u>ASSESSED</u>	<u>ROW MAP TO REVENUE OFFICE</u>	<u>Accepted By County</u>
Tract 1 Tombervest Partner III c/o Domain Timber Advisots 05-15-08-33-0-000-008.000	\$1,700.00	12/5/18	Negotiated	Instrument No. 1733169	12/5/18	No	
Tract 2 Shelby D. Eiland Jr. 05-15-08-34-0-000-007.000 05-15-08-34-0-000-007.001	\$500.00	11/16/18	Donated	Instrument No. 1730341	11/16/18	No	

**Hurricane Road North
Hurricane Road to EOM
Project No. 0208515**

Dirt Road Paving

<u>TRACT #</u>	<u>ACQUISITION VALUE</u>	<u>DATE ACQUIRED</u>	<u>HOW ACQUIRED</u>	<u>RECORDING DATA</u>	<u>ASSESSED</u>	<u>ROW MAP TO REVENUE OFFICE</u>	<u>Accepted By County</u>
Tract 1 Dexter A. Corte aka Arthur D. Corte 22-05-08-0-000-049.003	\$1,351.21	7/6/16	Donated	Instrument No. 1579844	7/6/16	12/7/18	
Tract 2 Deleted 22-05-08-0-000-049.004				Tract Deleted			
Tract 3 Destin T. Mounts 22-05-08-0-000-049.001	\$15,000.00	1/10/17	Condem Order Award Pmt	Instrument No. 1613850 Instrument No. 1613852	1/25/17	12/7/18	
Tract 3 A Elodie & Romain Lemaire 22-05-08-0-000-049.006	\$613.80	6/28/16	Donated	Instrument No. 1578953	6/30/16	12/7/18	
Tract 4 John C. Trough, Jr. 22-05-08-0-000-049.002	\$5,480.00	7/14/16	Donated	Instrument No. 1581404	7/14/16	12/7/18	
Tract 5 Jack Collin Perkins 22-05-08-0-000-036.004 22-05-08-0-000-036.095	\$3,060.00	8/3/16	Negotiation	Instrument No. 1585354	8/3/016	12/7/18	
Tract 6 Hans Geiseler & Leah Geiseler, etal 22-05-08-0-000-033.000	\$7,026.00	9/5/16 8/2/16 7/22/16 7/20/16	Donated	Instrument No. 1592067 Instrument No. 1585355 Instrument No. 1582643 Instrument No. 1583557	9/8/16 8/03/16 7/21/16 7/26/16	12/7/18	
Tract 7 Craig Allen Key 22-05-08-0-000-039.002	\$8,184.00	9/21/16	Negotiation	Instrument No. 1594435	9/23/16	12/7/18	

**Hurricane Road North
Hurricane Road to EOM
Project No. 0208515**

Dirt Road Paving

Tract 8 Donavan A. Rowell, Sr. & Wanda Rowell 22-05-08-0-000-036.000	\$666.00	6/8/16	Donated	Instrument No. 1575101	6/9/16	12/7/18	
Tract 9 L&N RR nka CSX Transportation, Inc. 22-05-08-0-000-034.000	N/A	4/18/17	Vacation	Instrument No. 1629047	4/21/17	12/7/18	

Jerry Stewart Road Splinter Hill Rd to EOM

Special Project

<u>TRACT #</u>	<u>ACQUISITION VALUE</u>	<u>DATE ACQUIRED</u>	<u>HOW ACQUIRED</u>	<u>RECORDING DATA</u>	<u>ASSESSED</u>	<u>ROW MAP TO REVENUE OFFICE</u>	<u>Accepted By County</u>
Tract 1 Stewart, Jerry C. & Helen 15-05-15-0-000-018.000	\$177.00	4/23/18	Donated	Instrument No. 1692400	4/25/18	4/27/18	
Tract 2 Fretwell, Jerry & Callie 15-05-15-0-000-016.000	\$82.57	4/23/18	Donated	Instrument No. 1692398	4/25/18	4/27/18	

**McKinely Road
Ammons Road to Hillview Road
Project No. 0203911**

Dirt Road Paving Project

<u>TRACT #</u>	<u>ACQUISITION VALUE</u>	<u>DATE ACQUIRED</u>	<u>HOW ACQUIRED</u>	<u>RECORDING DATA</u>	<u>ASSESSED</u>	<u>ROW MAP TO REVENUE OFFICE</u>	<u>Accepted By County</u>
Tract 1 Patti M. Pratter 16-03-06-0-000-020.002				Deleted			
Tract 2 Connie A Carr Greathouse 16-03-06-0-000-019.000	\$2,000.00	1/26/18	Condemned	Order of Condemnation Instrument No. 1681426 Payment of Award Instrurment No. 1681427	2/18/18	3/14/18	
Tract 3 Gary Wayne Greathouse & Connie A Carr-Greathouse 16-03-06-0-000-019.001 16-03-06-0-000-019.006	\$1,750.00	1/26/18	Condemned	Order of Condemnation Instrument No. 1681426 Payments of Award Instrurment No. 1681427	2/18/18	3/14/18	
Tract 4 Mary Frances Carr 16-03-06-0-000-019.002				Deleted			
Tract 5 Myrtice Carr Long, Jeffrey T. Long & Kara M. Long 16-03-06-0-000-019.003				Deleted			

**Pond Road
Drainage southwest 1000 feet
Project No. 0221110**

Drainage Project

<u>TRACT #</u>	<u>ACQUISITION VALUE</u>	<u>DATE ACQUIRED</u>	<u>HOW ACQUIRED</u>	<u>RECORDING DATA</u>	<u>ASSESSED</u>	<u>ROW MAP TO REVENUE OFFICE</u>	<u>Accepted By County</u>
Tract 1 Clinton S. Perez and Jennifer Gail Perez 33-02-04-0-000-011.003	\$1,061.76	4/25/12	Donated	Instrument No. 1355241	N/A	N/A	
Tract 4 Lonnie F. Owen, Jr. 33-02-04-0-000-014.012	\$1,470.00	4/20/12	Donated	Instrument No. 1335459	N/A	N/A	
Tract 6 Roy R. Williams & Jean K. Williams 33-02-04-0-000-007.000	\$732.00	4/17/12	Donated	Instrument No. 1334808	N/A	N/A	

**Propst Road
US 31 to EOM
Project No. 0203216**

Dirt Road Paving Project

<u>TRACT #</u>	<u>ACQUISITION VALUE</u>	<u>DATE ACQUIRED</u>	<u>HOW ACQUIRED</u>	<u>RECORDING DATA</u>	<u>ASSESSED</u>	<u>ROW MAP TO REVENUE OFFICE</u>	<u>Accepted By County</u>
Tract 1 Freddie L. Sellers, deceased 17-01-11-0-000-010.00				Deleted			
Tract 2 Brandon Ray Wall & Christi Wall 17-01-11-0-000-010.001				Deleted			
Tract 3 Willilam Robert Goins 17-01-11-0-000-009.000				Deleted			
Tract 4 Sheila A. Goodwin 17-01-11-0-000-006.003				Deleted			
Tract 5 Hamm Enterprises, Ltd, Robert Glenn Jones & Diane Lucille Jones 17-01-11-0-000-006.005 17-01-11-0-000-006.009	\$8,072.40	4/24/17	Donated	Instrument No. 1629663	4/25/17	3/14/18	
Tract 6 Barry G. Long 17-01-11-0-000-007.000	\$27.00	4/19/17	Donated	Instrument No. 1628524	4/19/17	3/14/18	
Tract 7 Jessica R. Brown 17-01-11-0-000-006.004	\$426.60	7/5/17	Donated	Instrument No. 1642510	7/6/17	3/14/18	

**Propst Road
US 31 to EOM
Project No. 0203216**

Dirt Road Paving Project

Tract 8 Frank P. Propst, Jr. & Shirley R. Propst 17-01-11-0-000-005.00				Deleted			
Tract 9 Palustris Products, LLP & Swift Timber, LLP 17-01-11-0-000-002.000				Deleted			
Tract 10 Arthur G. James, Jr. 17-01-11-0-000-004.000	\$886.41	4/13/17	Donated	Instrument No. 1627681	4/13/17	3/14/18	

Ridge Line Drive
Carlee Lane running west to terminus of cul-de-sac

Misc. Project

<u>TRACT #</u>	<u>ACQUISITION VALUE</u>	<u>DATE ACQUIRED</u>	<u>HOW ACQUIRED</u>	<u>RECORDING DATA</u>	<u>ASSESSED</u>	<u>ROW MAP TO REVENUE OFFICE</u>	<u>Accepted By County</u>
Tract 1 Sandra Annette Jones and Arlene Ruth Stewart, etal 23-07-26-0-000-046.018	\$1,700.00	10/1/19	Donated	Instrument No.1787636	10/3/19	N/A	

**Tab Turberville Road
From Existing Pavement North 270 feet
AFM Pave Project No. 0204013**

AFM Project

<u>TRACT #</u>	<u>ACQUISITION VALUE</u>	<u>DATE ACQUIRED</u>	<u>HOW ACQUIRED</u>	<u>RECORDING DATA</u>	<u>ASSESSED</u>	<u>ROW MAP TO REVENUE OFFICE</u>	<u>Accepted By County</u>
Tract 1 Patricia Anne Hughes 08-06-23-0-000-003.002	\$35.00	1/19/13	Donated	Instrument No. 1388765	3/21/13	N/A	
Tract 2 Winston Leatherwood 08-06-23-0-000-003.000	\$213.60	1/19/13	Donated	Instrument No. 1388767	3/21/13	N/A	
Tract 3 Mitchell C. Leatherwood 08-06-23-0-000-003.006	\$1,120.00	1/19/13	Donated	Instrument No. 1388766	3/21/13	N/A	

**Willis Road
Bus Turnaround
Project No. N/A**

Special Project

<u>TRACT #</u>	<u>ACQUISITION VALUE</u>	<u>DATE ACQUIRED</u>	<u>HOW ACQUIRED</u>	<u>RECORDING DATA</u>	<u>ASSESSED</u>	<u>ROW MAP TO REVENUE OFFICE</u>	<u>Accepted By County</u>
Tract 1 Elvin E. & Hester S. Brown 05-28-03-06-0-000-001.005	\$433.50	7/17/17	Donated	Instrument No. 1644963	7/18/17	2/26/19	

Austin Road
Existing pavement northwesterly .25 miles to SR 181
Project No. 0205317

New Construction Project

<u>TRACT #</u>	<u>ACQUISITION VALUE</u>	<u>DATE ACQUIRED</u>	<u>HOW ACQUIRED</u>	<u>RECORDING DATA</u>	<u>ASSESSED</u>	<u>ROW MAP TO REVENUE OFFICE</u>	<u>Accepted By County</u>
Tract 2 Thelma Marie Boni 43-07-26-0-000-005.001	\$15,300.00	5/29/18	Condemned	Instrument No. 1702120 Case # 35524	6/15/18	7/11/18	
Tract 3 Louis Jr. Boni 43-07-26-0-000-005.000	\$105,780.00	4/6/18	Negotiated	Instrument No. 1689857	4/11/18	7/11/18	

**Blueberry Lane
County Rd 48 to Holston Lane South
Project No. 0238408**

Dirt Road Paving Project

<u>TRACT #</u>	<u>ACQUISITION VALUE</u>	<u>DATE ACQUIRED</u>	<u>HOW ACQUIRED</u>	<u>RECORDING DATA</u>	<u>ASSESSED</u>	<u>ROW MAP TO REVENUE OFFICE</u>	<u>Accepted By County</u>
Tract 1 Wilber E. Havel & Addie L. Havel 47-05-21-0-000-001.000	\$3,961.00	6/21/16	Negotiations	Instrument No. 1577166	6/22/16	7/8/16	
Tract 2 Arthur M. Havel & Linda M. Havel 47-05-22-0-000-003.000 47-05-22-0-000-006.000	\$10,000.00	7/6/16	Negotiations	Instrument No. 1580217	7/8/16	7/8/16	
Tract 3 Danny Remi Wirth & Grace M. Wirth 47-05-22-0-000-005.000	\$5,709.91	5/24/16	Donated	Instrument No. 1572338	5/24/16	7/8/16	
Tract 4 Steven Tyler Hollingsworth 47-05-22-0-000-005.001	\$1,855.92	1/21/15	Donated	Instrument No. 1495961	1/26/15	7/8/16	
Tract 5 Robert L Heidelberg 47-05-22-0-000-007	\$6,000.00	12/11/14	Donated	Instrument No. 1490043	12/15/14	7/8/16	

**Blueberry Lane
County Rd 48 to Holston Lane South
Project No. 0238408**

Dirt Road Paving Project

<p>Tract 6 Joseph T Kostelecky Charlotte J Kostelecky Ann M Smith Scotty E Smith Monica P Kostelecky Joseph K Kostelecky Caroly Kostelecky Freddie Kostelecky Jason D Moore Betty Ann Kriss 47-05-21-0-000-008.000</p>	\$2,734.93	2/10/2015 1/21/2015	Donated	Instrument No. 1501272 Instrument No. 1501273 Instrument No. 1564899	3/3/15	7/8/16	
<p>Tract 7 Glenn Kostelecky, Fred Kostelecky, Laddie Kostelecky, David Kostelecky and Connie Fountain 47-05-21-0-000-009.003</p>	\$64.03	12/15/15	Donated	Instrument No. 1547793	12/16/15	7/8/16	
<p>Tract 7 A Glenn Kostelecky, Fred Kostelecky, Laddie Kostelecky, David Kostelecky and Connie Fountain 47-05-21-0-000-009.003</p>	\$278.40	12/15/15	Donated	Instrument No. 1547792	12/16/15	7/8/16	
<p>Tract 8 Joseph Timothy Kostelecky & Charlotte Jan Kostelecky 47-05-21-0-000-009.007</p>	\$59.40	1/21/15	Donated	Instrument No. 1495962	1/26/15	7/8/16	

**Blueberry Lane
County Rd 48 to Holston Lane South
Project No. 0238408**

Dirt Road Paving Project

Tract 9 Freddie Kostelecky aka Fredie Kostelecky and Carolyn V Kostelecky 47-05-21-0-000-014.000	\$448.75	1/21/15	Donated	Instrument No. 1495963	1/26/15	7/8/16	
Tract 10 Delores D. George as Trustee for Frank J. Rada 47-05-22-0-000-015.001	\$4,470.00	6/21/16	Negotiations	Instrument No. 1577167	6/22/16	7/8/16	
Tract 11 J. Talty O'Conner 47-08-27-0-000-004.005	\$420.00	3/11/16	Donated	Instrument No. 1561135	3/18/16	7/8/16	
Tract 12 The Margaret and Milton Brown 2003 Irrevocable Trust (an undivided one- half interest and The Dwain Gregory Luce, Ju 2003 Irrevocable Trust and undivided one-half interest 47-08-28-0-000-001.000	\$129.74	12/12/14	Donated	Instrument No. 1492175	12/30/14	7/8/16	

**Boothe Road at Cowpen Creek
Drainage Improvements
Project No. 0205517**

Drainage Improvements

<u>TRACT #</u>	<u>ACQUISITION VALUE</u>	<u>DATE ACQUIRED</u>	<u>HOW ACQUIRED</u>	<u>RECORDING DATA</u>	<u>ASSESSED</u>	<u>ROW MAP TO REVENUE OFFICE</u>	<u>Accepted By County</u>
Tract 1 Anil K. Vira 05- 46-05-21-0-000-031.187-901	\$500.00	8/21/17	Donated	Instrument No. 1651426	N/A	N/A	
Tract 2 Anvil K. Vira and Fairfield Pointe Village Owners Association, Inc. 05-46-05-21-0-000-031.187	\$500.00	9/28/18	Donated	Instrument No.1722178	N/A	N/A	

**Campbell Road
EOM north 0.19 Miles
Project No. 0220519**

Accept For Maintenance

<u>TRACT #</u>	<u>ACQUISITION VALUE</u>	<u>DATE ACQUIRED</u>	<u>HOW ACQUIRED</u>	<u>RECORDING DATA</u>	<u>ASSESSED</u>	<u>ROW MAP TO REVENUE OFFICE</u>	<u>Accepted By County</u>
Tract 1 Joseph Bernard and Betty G. Mullek 41-02-09-0-000-006.003	\$8,208.00	4/30/20	Donated	Instrument No. 1825886	5/1/20	N/A	

**Corte Road
SR 181 to County Rd 13
Project No. 0205217**

Dirt Road Paving Project

<u>TRACT #</u>	<u>ACQUISITION VALUE</u>	<u>DATE ACQUIRED</u>	<u>HOW ACQUIRED</u>	<u>RECORDING DATA</u>	<u>ASSESSED</u>	<u>ROW MAP TO REVENUE OFFICE</u>	<u>Accepted By County</u>
Tract 1 Thelma Boni 43-05-22-0-000-022.001 43-05-22-0-000-022.001	\$15,300.00	5/31/18	Condemned	Instrument No. 1702120	8/31/18	8/31/18	
Tract 2 Thelma Marie Boni 43-05-22-0-000-022.000 43-08-27-0-000-002.000	\$22,650.00	5/31/18	Condemned	Instrument No. 1702120	8/31/18	8/31/18	
Tract 3 Sharon Boni aka Sharon O. Boni & John Christopher Boni 05-43-08-27- 0-000-001.000	\$184,280.00	4/6/18	Negotiated	Instrument No. 1689857 Re-recorded No. 1824503	4/11/18	8/31/18	
Tract 4 Fred L. Corte 05-43-08-27-0-000-003.001	\$2,622.00	10/12/17	Donated	Instrument No. 1661857	10/20/17	8/31/18	
Tract 5 D. H. Horton, Inc. 05-43-08-27-0-000-004.183 05-43-08-27-0-000-004.184	\$16,090.00	1/3/18	Negotiated	Instrument No. 1673712 Re-recorded Instrument No. 1677090	1/26/18	8/31/18	

**County Road 1
Drainage Improvement
Project No. 0203918**

Drainage Project

<u>TRACT #</u>	<u>ACQUISITION VALUE</u>	<u>DATE ACQUIRED</u>	<u>HOW ACQUIRED</u>	<u>RECORDING DATA</u>	<u>ASSESSED</u>	<u>ROW MAP TO REVENUE OFFICE</u>	<u>Accepted By County</u>
Tract 1 Dianne P. Martiniere, etal Parcel Number 05-56-08-33-0-000-060.002	\$500.00	9/16/19	Donated	Instrument No. 1784419	N/A	N/A	
Tract 2 Dara W. Bates Parcel Number 05-56-08-33-0-000-060.003	\$500.00	10/20/19	Donated	Instrument No. 1662092	N/A	N/A	

Courtney Lane
AFM from US Hwy 90 North 0.2 Miles
Project No. 0220619

Accept For Maintenance

<u>TRACT #</u>	<u>ACQUISITION VALUE</u>	<u>DATE ACQUIRED</u>	<u>HOW ACQUIRED</u>	<u>RECORDING DATA</u>	<u>ASSESSED</u>	<u>ROW MAP TO REVENUE OFFICE</u>	<u>Accepted By County</u>
Tract 1 Leslie Courtney Jr. & Glenda S. Courtney 41-08-34-0-000-008.011 41-08-34-0-000-008.001 41-08-34-0-000-008.004 41-08-34-0-000-008.005	\$5,977.00	1/9/20	Donated	Instrument No. 1805142	1/10/20	1/14/20	
Tract 2 Edward Courtney & Joan Diane Courtney 41-08-34-0-000-008.000 41-08-34-0-000-008.002	\$4,236.00	1/10/20	Donated	Instrument No. 1805143	1/10/20	1/14/20	
Tract 3 Kenneth Courtney 41-08-34-0-000-008.003	\$3,135.00	1/10/20	Donated	Instrument No. 1805144	1/10/20	1/14/20	
Tract 4 John L. Justice 41-08-34-0-000-008.013	\$1,980.00	1/10/20	Donated	Instrument No. 1805145	1/10/20	1/14/20	
Tract 5 Dale and Caroll Maddox 41-08-34-0-000-008.012	\$2,002.00	1/10/20	Donated	Instrument No. 1805146	1/10/20	1/14/20	
Tract 6 Jeanette Roberson 41-08-34-0-000-008.006	\$3,291.00	1/10/20	Donated	Instrument No. 1805147	1/10/20	1/14/20	
Tract 7 Kevin Hebner 41-08-34-0-000-008.007	\$2,002.00	1/10/20	Donated	Instrument No. 1805148	1/10/20	1/14/20	

**County Road 13 at County Road 30
Intersection Improvement
Project No. 0206213**

Safety Improvement Project

<u>TRACT #</u>	<u>ACQUISITION VALUE</u>	<u>DATE ACQUIRED</u>	<u>HOW ACQUIRED</u>	<u>RECORDING DATA</u>	<u>ASSESSED</u>	<u>ROW MAP TO REVENUE OFFICE</u>	<u>Accepted By County</u>
Tract 1 Leslie G. Stejskal & Connie J. Stejskal 46-02-09-0-000-021.000 46-02-09-0-000-021.002	\$4,460.00	10/19/16	Negotiated	Instrument No. 1599282	11/18/16	No	
Tract 2 Doris Ann Davis 46-05-16-0-000-001.002	\$3,660.00	10/5/16	Negotiated	Instrument No. 1596839	11/2/16	No	
Tract 3 Fairhope Single Tax Corp, Jack E. Powell & P. Rene' Powell 46-05-15-0-000-003.503	\$27,500.00	1/11/17	Condemn Order Award Pmt Amended Pmt Circuit Consent Judgement	Instrument No. 1613854 Instrument No. 1613853 Instrument No. 1614566 Instrument No. 1630355	1/26/17	No	
Tract 4 Nathan P. Erdosy & Patricia G. Jackson 46-02-10-0-000-054.014	\$39,500.00	1/24/17	Condemn Order Award Pmt	Instrument No. 1616665 Instrument No. 1616666	2/7/17	No	
Tract 5 Benjamin Sheraton Clark & Regions Bank 46-02-10-0-000-054.015	\$2,190.00	1/24/17	Condemn Order Award Pmt	Instrument No. 1616663 Instrument No. 1616664	2/7/17	No	

**County Road 32
Drainage Improvement
Project No. 0215914**

Drainage Project

<u>TRACT #</u>	<u>ACQUISITION VALUE</u>	<u>DATE ACQUIRED</u>	<u>HOW ACQUIRED</u>	<u>RECORDING DATA</u>	<u>ASSESSED</u>	<u>ROW MAP TO REVENUE OFFICE</u>	<u>Accepted By County</u>
Tract 1 Ward Management, LLC 05-56-01-02-0-001-011.021	\$500.00	9/9/16	Donated	Instrument No. 1592228	N/A	N/A	
Tract 2 Marcia Kralik & Laurie Herndl 05-56-01-02-0-001-009.009	\$500.00	9/7/16	Donated	Instrument No. 1592555	N/A	N/A	

**Flowers Road
U.S. Hwy 90 to BOE Property
Project No. 0210619**

Safety Improvement Project

<u>TRACT #</u>	<u>ACQUISITION VALUE</u>	<u>DATE ACQUIRED</u>	<u>HOW ACQUIRED</u>	<u>RECORDING DATA</u>	<u>ASSESSED</u>	<u>ROW MAP TO REVENUE OFFICE</u>	<u>Accepted By County</u>
Michael Alan Rhodes and Carol Dawn Rhodes 05-41-08-34-0-000-010.000	\$500.00	3/22/19	Donated	Instrument No. 1749586	3/22/19	4/8/19	

**Fountain Street
Hughen St To Donnie Waters Ln
Project No. HW21132000**

Dirt Road Paving

<u>TRACT #</u>	<u>ACQUISITION VALUE</u>	<u>DATE ACQUIRED</u>	<u>HOW ACQUIRED</u>	<u>RECORDING DATA</u>	<u>ASSESSED</u>	<u>ROW MAP TO REVENUE OFFICE</u>	<u>Accepted By County</u>
Tract 1 Tony M. Foxworth 05-41-09-32-0-000-012.000 05-41-09-32-0-000-011.000	\$5,811.00	7/15/21	Donated	Instrument No. 1930283	7/20/21	No	
Tract 2 Jose Francisco Capiz- Vazquez & Maria F. Capiz- Hurtado 05-41-09-32-0-000-011.001	\$2,029.00	8/3/21	Donated	Instrument No. 1933940	8/4/21	No	
Tract 3 Waters Nursery, LLC No parcel Number	\$321.00	6/1/21	Donated	Instrument No. 1918623	6/2/21	No	
Tract 4 James T. Waters & Sandra O. Waters 05-41-09-32-0-000-004.000 05-41-09-32-0-000-013.001	\$3,914.00	5/13/21	Donated	Instrument No. 1914584	5/14/21	No	
Tract 5 Terry L. Waters & Jerri A. Waters 05-41-09-32-0-000-004.001	\$2,734.00	5/13/21	Donated	Instrument No. 1914585	5/14/21	No	

**HIGBEE ROAD
EOP To SR 181
Project No. 0222619**

Dirt Road Paving

<u>TRACT #</u>	<u>ACQUISITION VALUE</u>	<u>DATE ACQUIRED</u>	<u>HOW ACQUIRED</u>	<u>RECORDING DATA</u>	<u>ASSESSED</u>	<u>ROW MAP TO REVENUE OFFICE</u>	<u>Accepted By County</u>
Tract 1 A & A Corte Family Limited Partnership 46-01-01-0-000-002.000 43-07-35-0-000-005.000 43-07-35-0-000-006.000 43-07-35-0-000-007.000	\$95,566.00	4/17/20	Donated	Instrument No. 1824440	4/23/20	5/14/20	
Tract 2 Fairhope Single Tax Corp, A & A Corte Family Limited Partnership 46-01-02-0-000-001.507	\$20,099.00	4/6/20	Donated	Instrument No. 1821691 Instrument No. 1821690	4/8/20	5/14/20	

Mateja Road
Safety Improvement/Accident Reduction
Project No. 0209619

Safety Improvement Project

<u>TRACT #</u>	<u>ACQUISITION VALUE</u>	<u>DATE ACQUIRED</u>	<u>HOW ACQUIRED</u>	<u>RECORDING DATA</u>	<u>ASSESSED</u>	<u>ROW MAP TO REVENUE OFFICE</u>	<u>Accepted By County</u>
Tract 1 Charles Edward Chavis & Mary Elizabeth Gates 05-49-02-09-0-000-007.000	\$2,601.47	1/23/19	Donation	Instrument No. 1739950	1/23/19	2/6/19	
Tract 2 Russell D. Mateja 05-49-02-09-0-000-006.000	\$1,014.60	1/22/19	Donation	Instrument No. 1739851	1/22/19	2/6/19	

**Sedona Drive
EOM running west
approximatley 592 feet**

AFM Project

<u>TRACT #</u>	<u>ACQUISITION VALUE</u>	<u>DATE ACQUIRED</u>	<u>HOW ACQUIRED</u>	<u>RECORDING DATA</u>	<u>ASSESSED</u>	<u>ROW MAP TO REVENUE OFFICE</u>	<u>Accepted By County</u>
Sedona Property Owners Association, Inc. 05-43-07-36-0-000-001.033	\$30,000.00	8/24/20	Donated	Instrument No. 1852371	8/24/20	NA	

Sedona Subdivision Interior Roads
Sedona Drive, Plateau Street, Havasu Drive, Mesa Drive, Yuma Lane

AFM

<u>TRACT #</u>	<u>ACQUISITION VALUE</u>	<u>DATE ACQUIRED</u>	<u>HOW ACQUIRED</u>	<u>RECORDING DATA</u>	<u>ASSESSED</u>	<u>ROW MAP TO REVENUE OFFICE</u>	<u>Accepted By County</u>
Sedona Property Owner's Association, Inc. 05-43-07-36-0-000-001.136	\$2,500.00	8/24/20	Donated	Instrument No. 1852370	8/24/20	N/A	

Woodland Acres Lane
CR 65 Running West to terminus of cul-de-sac
Project No. 0220319

AFM Project

<u>TRACT #</u>	<u>ACQUISITION VALUE</u>	<u>DATE ACQUIRED</u>	<u>HOW ACQUIRED</u>	<u>RECORDING DATA</u>	<u>ASSESSED</u>	<u>ROW MAP TO REVENUE OFFICE</u>	<u>Accepted By County</u>
Tract 1 Woodland Acres Property Owners Association 05-34-09-31-0-000-008.013	\$411.52	10/23/19	Donated	Instrument No. 1791373 Re-recorded Instrument No. 1792635	10/23/19	NA	

**Annie Cooper Lane South
Annie Cooper Ln south 0.26 miles
Project No. 0221119**

Accept For Maintenance

<u>TRACT #</u>	<u>ACQUISITION VALUE</u>	<u>DATE ACQUIRED</u>	<u>HOW ACQUIRED</u>	<u>RECORDING DATA</u>	<u>ASSESSED</u>	<u>ROW MAP TO REVENUE OFFICE</u>	<u>Accepted By County</u>
Tract 1 Diane Hollinger Sledge 55-03-08-0-001-005.000	\$2,256.00	9/8/20	Donated	Instrument No. 1856303	9/9/20	9/9/20	
Tract 2 Jason Bankston 55-02-09-0-000-002.009	\$3,467.00	9/4/20	Donated	Instrument No. 1857281	9/14/20	9/9/20	
Tract 3 DC Mining, Inc. 55-03-08-0-001-019.000	\$3,533.00	9/4/20	Donated	Instrument No. 1857282	9/14/20	9/9/20	

**Bemis Lane
EOM north 0.19 miles
Project No. 0221319**

Accept for Maintenance

<u>TRACT #</u>	<u>ACQUISITION VALUE</u>	<u>DATE ACQUIRED</u>	<u>HOW ACQUIRED</u>	<u>RECORDING DATA</u>	<u>ASSESSED</u>	<u>ROW MAP TO REVENUE OFFICE</u>	<u>Accepted By County</u>
Tract 1 Debra Russell & Laurie Anders 49-09-32-0-000-007.002	\$2,063.00	10/5/20	Donated	Instrument No. 1863261	10/13/20	N/A	
Tract 2 Michael B. Hulak 49-09-32-0-000-007.003	\$1,852.00	12/30/20	Donated	Instrument No. 1880597	12/30/20	N/A	
Tract 3 Donald A. & Debra W. Foley 49-09-32-0-000-004.015	\$1,534.00	7/20/20	Donated	Instrument No. 1844361	7/21/20	N/A	
Tract 4 James H. & Linda King 49-09-32-0-000-004.009	\$2,987.00	7/17/20	Donated	Instrument No. 1843953	7/21/20	N/A	
Tract 5 Steve Wesley Foley 49-09-32-0-000-004.013 49-09-32-0-000-004.014	\$2,487.00	7/16/20	Donated	Instrument No. 1843957	7/21/20	N/A	
Tract 6 Michael R. Powell, III & Farrah K. Powell 49-09-32-0-000-004.019	\$2,343.00	7/17/20	Donated	Instrument No. 1843954	7/21/20	N/A	
Tract 7 Chris & Becky Mohler 49-09-32-0-000-004.002	\$230.00	7/17/20	Donated	Instrument No. 1843955	7/21/20	N/A	

Bishop Trace
County Rd 93 north 0.75 miles
Project No. 0221419

AFM PROJECT

<u>TRACT #</u>	<u>ACQUISITION VALUE</u>	<u>DATE ACQUIRED</u>	<u>HOW ACQUIRED</u>	<u>RECORDING DATA</u>	<u>ASSESSED</u>	<u>ROW MAP TO REVENUE OFFICE</u>	<u>Accepted By County</u>
Tract 1 Bishop Place Property Owners Association, Inc. 52-02-10-0-000-001.014	\$500.00	11/19/19	Donated	Instrument No 1796243 Instrument No. 1796244	11/19/19	N/A	

**Brantley Lane
County Rd 26 To EOM
Project No. 0204416**

Dirt Road Paving

<u>TRACT #</u>	<u>ACQUISITION VALUE</u>	<u>DATE ACQUIRED</u>	<u>HOW ACQUIRED</u>	<u>RECORDING DATA</u>	<u>ASSESSED</u>	<u>ROW MAP TO REVENUE OFFICE</u>	<u>Accepted By County</u>
Tract 2 Deidre W. Lee, (estate) 60-02-04-0-000-021.000	\$373.00	6/17/20	Donated	Instrument No. 1836949	6/19/20	9/9/20	
Tract 3 J.H. Weeks 60-02-04-0-000-026.000	\$6,503.00	7/9/20	Donated	Instrument No. 1841682	7/10/20	9/9/20	

**Breman Road
County Rd 26 to Feely Road
Project No. 0210919**

Dirt Road Paving Project

<u>TRACT #</u>	<u>ACQUISITION VALUE</u>	<u>DATE ACQUIRED</u>	<u>HOW ACQUIRED</u>	<u>RECORDING DATA</u>	<u>ASSESSED</u>	<u>ROW MAP TO REVENUE OFFICE</u>	<u>Accepted By County</u>
Tract 1 Ward, John Timothy & Darlene Tolbert 05-53-08-33-0-000-007.001	\$1,901.13	9/25/19	Donated	Instrument No. 1786075	9/25/19	10/27/20	
Tract 2 Lassan, Alice 05-53-08-33-0-000-007.000	\$9,950.00	10/22/20	Negotiated	Instrument No. 1866335	10/27/20	10/27/20	

Brewer Road
County Rd 65 to Poser Road
Project No. 022211

Dirt Road Paving Project

<u>TRACT #</u>	<u>ACQUISITION VALUE</u>	<u>DATE ACQUIRED</u>	<u>HOW ACQUIRED</u>	<u>RECORDING DATA</u>	<u>ASSESSED</u>	<u>ROW MAP TO REVENUE OFFICE</u>	<u>Accepted By County</u>
Tract 1 Lillian Bearden 55-07-36-0-000-020.009 55-07-36-0-000-020.012	\$1,160.46	8/15/12	Donated	Instrument No. 1354135	8/16/12	8/21/19	
Tract 2 Joshua Aaron Morgan & Jesse Mia Parker nka Jesse Mia Morgan 60-01-01-0-000-004.001	\$36.00	2/8/12	Donated	Instrument No.1324303	2/9/12	8/21/19	
Tract 3 George G. Brewer and Deflina M. Brewer 60-01-01-0-000-004.004	\$2,138.40	6/1/12	Donated	Instrument No. 1342179	6/5/12	8/21/19	
Tract 4 Danny G. & Paula R. Brewer 60-01-01-0-000-004.005 60-01-01-0-000-004.000	\$1,035.00	3/1/12	Donated	Instrument No. 1327749	3/5/12	8/21/19	
Tract 5 Cecil R. Wessler 55-07-36-0-000-020.004	\$1,008.00	5/29/19	Donated	Instrument No. 1762535	5/30/19	8/21/19	
Tract 6 James E. Minchew and Mona L. Minchew 60-01-01-0-000-004.002 60-01-01-0-000-003.001	\$480.00	6/5/12	Donated	Instrument No. 1342709	6/7/12	8/21/19	

**Brewer Road
County Rd 65 to Poser Road
Project No. 0222211**

Dirt Road Paving Project

Tract 7 Fred Gilbert Mott Jr. & Jacqueline Marie Mott 55-07-36-0-000-020.005	\$570.00	2/7/12	Donated	Instrument No.1324301	2/9/12	8/21/19	
Tract 8 Bobby W. & Sylvia W. Lamberth 60-01-01-0-000-003.000	\$2,659.50	2/8/12	Donated	Instrument No. 1324302	2/9/12	8/21/19	
Tract 9 Darin Cole Pierce 55-07-36-0-000-020.010	\$555.00	2/6/12	Donated	Instrument No. 1323955	2/7/12	8/21/19	
Tract 10 Gordon M. & Eula F. Woodard 55-07-36-0-000-020.013 55-07-36-0-000-020.006	\$1,081.36	2/23/12	Donated	Instrument No. 1326541	2/24/12	8/21/19	
Tract 11 Walter W. Brown, Destarte B. Custer & William Bret Brown 05-60-01-01-000-002.000	\$2,048.00	8/2/19	Negotiated	Instrument No. 1775832	8/5/19	8/21/19	
Tract 12 Frances Claire Holk-Jones 05-60-01-01-0-000-001.000	\$13,376.00	8/14/19	Donated	Instrument No. 1778075	8/14/19	8/21/19	
Tract 13 Frances Holk-Jones 05-60-01-01-0-000-001.001 05-55-07-36-0-000-016.000	\$19,570.00	8/14/19	Donated	Instrument No.1778076	8/14/19	8/21/19	

**County Road 9
 Bridge Replacement over Polecat Creek
 Project No. 0216014**

Bridge Replacement

<u>TRACT #</u>	<u>ACQUISITION VALUE</u>	<u>DATE ACQUIRED</u>	<u>HOW ACQUIRED</u>	<u>RECORDING DATA</u>	<u>ASSESED</u>	<u>ROW MAP TO REVENUE OFFICE</u>	<u>ACCEPTED BY COUNTY</u>
Tract 1 George T. McKee & Debra A. McKee and Ashley R. Carter & Perlene Carter 47-09-32-0-000-014.001	\$500.00	1/31/17	Negotiated	Instrument No. 1615822	2/7/2017	12/20/2017	
Tract 2 Deanna Stokes, Kimberly Heaton & Kenneth Kiser, II 47-09-29-0-000-015.000	\$3,500.00	12/22/16	Negotiated	Instrument No. 1609469	1/6/2017	12/20/2017	
Tract 3 Marla Ross 47-09-29-0-000-014.001	\$25,050.00	3/22/17	Condemned	Instrument No. 1624443 (Order) Instrument No. 1624695 (Payment)	3/24/2017	12/20/2017	
Tract 4 Ezra Bouchelle Trice, Jr., David Thornton Trice, James Crawford Trice, Daniel Hall Trice & Richard Radcliff Trice 47-09-29-0-000-001.042 47-09-29-0-000-014.000	\$13,710.00	1/30/17	Negotiated	Instrument No. 1615823	2/7/2017	12/20/2017	

**County Road 26
County Rd 95 to Breman Road
Project No. 0206511**

Dirt Road Paving

<u>TRACT #</u>	<u>ACQUISITION VALUE</u>	<u>DATE ACQUIRED</u>	<u>HOW ACQUIRED</u>	<u>RECORDING DATA</u>	<u>ASSESSED</u>	<u>ROW MAP TO REVENUE OFFICE</u>	<u>Accepted By County</u>
Tract 1 Wade P. Clark & Lisa F. Clark 53-08-34-0-000-003.006	\$480.00	6/2/16	Donated	Instrument No. 1574098	6/3/16	3/31/20	
Tract 2 Aubrey C. Dismukes 53-08-34-0-000-011.000	\$7,000.00	3/7/19	Negotiated	Instrument No. 1746828	3/7/19	3/31/20	
Tract 3 William F. Lee 53-08-34-0-000-003.005	\$1,500.00	11/5/17	Negotiated	Instrument No. 1728399	3/7/19	3/31/20	
Tract 4 Daniel & Diana Burgett 53-08-34-0-000-003.007	\$1,089.00	8/24/18	Negotiated	Instrument No.1716103	8/27/18	3/31/20	
Tract 5 Kenneth A. Burgett & Margaret A. Burgett 53-08-34-0-000-003.004	\$1,212.00	1/19/16	Donated	Instrument No. 1552293	1/20/16	3/31/20	
Tract 6 Granvil B. Neel, Jr & Katherine Neel 53-08-34-0-000-009.001	\$770.00	4/22/16	Donated	Instrument No. 1567109	4/25/16	3/31/20	

County Road 26
County Rd 95 to Breman Road
Project No. 0206511

Dirt Road Paving

Tract 7 Oakworth Capital Bank, as successor Trustee 53-08-34-0-000-004.000	\$4,625.00	5/3/16	Donated	Instrument No. 1569301	5/5/16	3/31/20	
Tract 8 Granvil b. Neell, Jr & Kathy Salzmann, as Co-Trustees 53-08-34-0-000-008.000 53-08-34-0-000-009.000	\$8,120.00	4/22/16	Donated	Instrument No. 1573720	6/1/16	3/31/20	
Tract 9 Larry J Schaff & Sandra K Schaff 53-08-34-0-000-001.000	\$3,244.00	5/14/15	Donated	Instrument No. 1513178	5/14/15	3/31/20	
Tract 10 Joseph A. Bata, Jr. & Monica R. Bata 53-08-34-0-000-006.000 53-08-34-0-000-006.001	\$4,048.00	8/24/18	Negotiated	Instrument No.1716102	8/27/18	3/31/20	
Tract 11 John M Schaff 53-08-34-0-000-001.003	\$1,799.00	5/7/15	Donated	Instrument No. 1512028	5/7/15	3/31/20	
Tract 12 Stanley Cordell Cates & Karen Cates 53-08-34-0-000-001.001	\$969.19	6/9/16	Donated	Instrument No. 1575291	6/10/16	3/31/20	

**County Road 32
County Rd 32 to County Road 55 North
Project No. 0203718**

Safety Improvement Project

<u>TRACT #</u>	<u>ACQUISITION VALUE</u>	<u>DATE ACQUIRED</u>	<u>HOW ACQUIRED</u>	<u>RECORDING DATA</u>	<u>ASSESSED</u>	<u>ROW MAP TO REVENUE OFFICE</u>	<u>Accepted By County</u>
Tract 1 George Kadlec 55-02-03-0-000-002.000	\$1,500.00	6/8/18	Negotiated	Instrument No. 1700900	6/8/18	3/31/20	
Tract 2 Jonathan J. Walker & Kelly L. Cooksey-Walker 55-01-02-0000-004.000	\$1,719.99	5/9/18	Donated	Instrument No. 1695189	5/9/18	3/31/20	
Tract 2A Jonathan J. Walker & Kelly L. Cooksey-Walker 55-01-02-0000-004.000	\$500.00	5/13/19	Donated	Instrument No. 1759540	5/13/19	3/31/20	
Tract 3 John Oliver Bodenmann & Laura Underwood Bodenmann 47-07-35-0-000-010.000	\$1,722.60	5/9/18	Doanted	Instrument No. 1695420	5/10/18	3/31/20	

**Fernwood Drive West
Drainage Improvements
Project No. 0216717**

Drainage Project

<u>TRACT #</u>	<u>ACQUISITION VALUE</u>	<u>DATE ACQUIRED</u>	<u>HOW ACQUIRED</u>	<u>RECORDING DATA</u>	<u>ASSESSED</u>	<u>ROW MAP TO REVENUE OFFICE</u>	<u>Accepted By County</u>
Tract 1 Sunrise Property Owner's Association, Inc. 05-54-07-26-0-000-025.075	\$500.00	11/26/19	Donated	Instrument No. 1803383	N/A	N/A	
Tract 2 Michaelyn J. Reed 05-54-07-25-0-000-002.002	\$4,054.00	2/28/20	Negotiated	Instrument No. 1814351	N/A	N/A	
Tract 3 William A. Kelley 05-54-07-25-0-000-054.00	\$500.00	12/18/19	Donated	Instrument No. 1803384	N/A	N/A	
Tract 4 MKC, LLC 05-54-07-25-0-000-040.000	\$500.00	3/18/20	Donated	Instrument No. 1818923	N/A	N/A	

**Juniper Street North
County Rd 24 to end of dirt road
Project No. 0209019**

Dirt Road Paving Project

<u>TRACT #</u>	<u>ACQUISITION VALUE</u>	<u>DATE ACQUIRED</u>	<u>HOW ACQUIRED</u>	<u>RECORDING DATA</u>	<u>ASSESSED</u>	<u>ROW MAP TO REVENUE OFFICE</u>	<u>Accepted By County</u>
Tract 1 Dillon, Elvin L & Patricia M 54-05-16-4-000-001.003	\$676.00	7/30/19	Negotiated	Instrument No. 1774888	7/30/19	8/1/19	
Tract 2 Lamar, Joseph V & Sandra K 54-05-16-4-000-001.018	\$1,520.00	7/11/19	Negotiated	Instrument No. 1771271	7/12/19	8/1/19	
Tract 3 Lamar, Joseph V 54-05-16-4-000-001.008	\$736.00	7/11/19	Negotiated	Instrument No. 1771270	7/12/19	8/1/19	
Shady Palmz, Inc 54-05-16-3-000-001.002	\$500.00	4/17/19	Donated	Instrument No. 1754801	4/17/19	8/1/19	

**Lipscomb Road
US 98 To BOP
Project No. 0212019**

Dirt Road Paving

<u>TRACT #</u>	<u>ACQUISITION VALUE</u>	<u>DATE ACQUIRED</u>	<u>HOW ACQUIRED</u>	<u>RECORDING DATA</u>	<u>ASSESSED</u>	<u>ROW MAP TO REVENUE OFFICE</u>	<u>Accepted By County</u>
Tract 1 Joseph & Betty Mullek, etal 55-05-21-0-000-010.000	\$3,638.00	8/17/20	Donated	Instrument No. 1851048	8/18/20	1/5/21	
Tract 2 Angela & Kyle Thompson 55-05-21-0-000-009.001	\$1,590.00	10/22/20	Donated	Instrument No. 1866334	10/27/20	1/5/21	
Tract 3 Geoffrey & Teresa Lipscomb 55-05-21-0-000-009.000	\$4,297.00	8/21/20	Donated	Instrument No. 1852714	8/25/20	1/5/21	
Tract 4 Lanford & Ruth Swaine 55-04-20-0-000-013.003 55-04-20-0-000-013.005	\$917.00	8/14/20	Donated	Instrument No. 1850979	8/18/20	1/5/21	
Tract 5 Alan & Victoria Hall 55-04-20-000-013.004	\$712.00	11/23/20	Donated	Instrument No. 1873128	11/24/20	1/5/21	
Tract 6 Darryl & Patricia Gibbons 55-04-20-0-000-013.002	\$712.00	10/16/20	Donated	Instrument No. 1864800	10/20/20	1/5/21	
Tract 7 Jan Dial 55-04-20-0-000-013.001	\$730.00	8/14/20	Donated	Instrument No. 1850980	8/18/20	1/5/21	

**Lipscomb Road
US 98 To BOP
Project No. 0212019**

Dirt Road Paving

<p style="text-align: center;">Tract 8 Gordon & Anita Witherington 55-04-20-0-000-013.000</p>	\$444.00	8/11/20	Donated	<p style="text-align: center;">Instrument No. 1849541 Re-recorded Instrument No. 1881457</p>	8/11/20	1/5/21	
<p style="text-align: center;">Tract 9 George & Janice Lipscomb 55-08-28-0-000-008.000 55-08-28-0-000-009.000</p>	\$5,016.00	8/10/20	Donated	Instrument No. 1849542	8/11/20	1/5/21	
<p style="text-align: center;">Tract 10 B.J.'s Residential Properties 55-09-29-0-000-001.001</p>	\$2,269.00	8/18/20	Donated	Instrument No. 1851628	8/20/20	1/5/21	

**Mannich Lane
County Rd 49 to Norris Lane
Project No. 0211019**

Dirt Road Paving Project

<u>TRACT #</u>	<u>ACQUISITION VALUE</u>	<u>DATE ACQUIRED</u>	<u>HOW ACQUIRED</u>	<u>RECORDING DATA</u>	<u>ASSESSED</u>	<u>ROW MAP TO REVENUE OFFICE</u>	<u>Accepted By County</u>
Tract 1 Steven F. Rhodes 55-05-22-0-000-005.002	\$624.00	8/28/19	Donated	Instrument No. 1781089	8/29/19	10/30/19	
Tract 2 Jesse D.Rhodes 55-05-22-0-000-005.000	\$500.00	8/28/19	Donated	Instrument No. 1781090	8/29/19	10/30/19	
Tract 3 OMH Farms, LLC 55-05-22-0-000-009.000	\$4,267.00	10/25/19	Negotiated	Instrument No. 1791755	10/28/19	10/30/19	

COMMISSION POLICY**POLICY #9.1****SUBJECT:** Acceptance of Public Property**DATE ADOPTED**
February 19, 2008**PAGE (BCC MINUTES)**
Page 26

<u>OBSOLETE VERSIONS</u> <i>(Can be found in the Inactive Policy Book.)</i>	
DATE ADOPTED	PAGE (BCC MINUTES)
June 21, 2005	Page 3-4

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 insure that all property acquired by the County is properly valued, recorded, and accepted by the County Commission.

PROCEDURAL REQUIREMENT

When real property is acquired, whether by purchase or donation, the following steps are to be followed by the County employee/department responsible for the acquisition:

1. The deed or other document must be recorded in Probate.
2. The property must be assessed in the Revenue Commissioners Office.
3. The property must be formally presented to the County Commission for permanent recognition in the official minutes.
4. The Agenda Action presented to the County Commission, in recognizing such acquisition, must at a minimum contain the recording data of the property acquired, the date the property was acquired, the method of acquisition, and the value of the property.
 - a. The value when purchased is the amount paid for the property.
 - b. The value, in cases where there was no payment made by the County, must be determined by utilizing information from the Revenue Commissioners office, engineering estimate, or other valid method.

5. A copy of the Agenda Action, from item #4 above, and copies of all supporting documentation are to be forwarded to the County Auditor for recording in fixed assets.



Baldwin County Commission

Agenda Action Form

File #: 22-0018, **Version:** 1

Item #: BN2

Meeting Type: BCC Regular Meeting

Meeting Date: 10/5/2021

Item Status: New

From: Joey Nunnally, P.E., County Engineer

Tyler Mitchell, P.E., Construction Manager

Submitted by: Halley Dixon, Office Manager

ITEM TITLE

Case No. S-20033 - The Grove of Elberta (Re-Sub of Lot 1) - Road Acceptance

STAFF RECOMMENDATION

Take the following actions regarding Subdivision Case No. S-20033 - The Grove of Elberta (Re-Sub of Lot 1) in Maintenance Area 300:

1) Accept the following subdivision roads for maintenance and authorize said roads to be added to the County Maintenance Road List:

<u>Road Name</u>	<u>Length</u>	<u>Asphalt Width</u>
Navigator Lane	873 ft	20 ft
Gopher Court	833 ft	20 ft

2) Approve and authorize the Chairman to execute the Subdivision Roadway and Drainage Improvement Acceptance Agreement and accept the Surety Document from Fidelity and Deposit Company of Maryland on behalf of Ammons and Blackmon Construction, LLC in the amount of \$59,835.60 to guarantee the workmanship and materials of the roadways and drainage improvements within the public rights-of-way as shown on the approved Final and "As-Built" construction plans.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: On June 30, 2021, the Baldwin County Highway Department approved the Final and "As-Built" construction plans for The Grove of Elberta (Re-Sub of Lot 1) (County Case No. S-19037) located in Elberta. The required improvements have been inspected and are in accordance with the Subdivision Regulations.

The Baldwin County Subdivision Regulations, Article §7.42 - Maintenance Surety Document, requires

the following:

a) *Acceptance of Maintenance Surety Document.* The surety document must first be reviewed by the County Engineer and Chief Legal Counsel, and then accepted and approved by the County Commission;

b) *Value of Maintenance Surety Document.* The maintenance surety shall be of an amount equal to or greater than 40 percent of the cost (*Itemized Engineer's Cost Estimate*) of the full construction of the required roadway and drainage improvements within the public rights-of-way, including but not limited to grading, paving of the streets, and installation of stormwater structures. When the County Engineer identifies potential problems, conditions or reasons for further protection of the County and public funds a greater amount may be required by the County Engineer;

c) *Term of Maintenance Surety Document.* A maintenance surety document must state that it is "valid for a period of time" as prescribed in the *Subdivision Roadway and Drainage Improvement Acceptance Agreement*. A twenty-four (24) month warranty period will begin to run upon the occurrence of both of the following (a) the County Commission votes in the affirmative to accept for maintenance the roadway and drainage improvements, within the public rights-of-way; and (b) the maintenance surety document in acceptable form is delivered to the Baldwin County Commission.

Notwithstanding the above requirements, this warranty period shall be automatically extended in the event that an invoice has been sent to the Owner and the time of the subject invoice conflicts with, of the necessary repairs extend beyond, the final date of the twenty-four (24) month warranty period. In such event, said maintenance surety document shall remain in full effect until the Baldwin County Commission releases said surety document following the fulfillment of all obligations to the Baldwin County Commission as required by the *Subdivision Roadway and Drainage Improvement Acceptance Agreement*.

The value and terms of the surety have been reviewed by Highway Department Staff and are consistent with the requirements of the *Baldwin County Subdivision Regulations* (See attached Cost Estimate).

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: Standard agreement used as previously approved by Brad Hicks, County Attorney (approved 01/09/2020) los

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration Staff prepare correspondence, have Commission Chairman and County Administrator execute Subdivision Roadway Acceptance Agreement and return signed document to Halley Dixon (Highway Department). Appropriate Highway Department Personnel will be notified to begin maintenance.

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

Contact:

Mr. Tom Granger, P.E.
Sawgrass Consulting, LLC
30673 Sgt. E.I. "Boots" Thomas Drive
Spanish Fort, Alabama 36527

Additional instructions/notes: N/A

BALDWIN COUNTY COMMISSION

**SUBDIVISION ROADWAY AND DRAINAGE IMPROVEMENT
ACCEPTANCE AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS, THIS AGREEMENT (hereinafter referred to as "AGREEMENT"), entered into by and between Fountain 38 LLC (Owner, Developer and Contractor jointly and severally known as the "OWNER"), and the Baldwin County Commission (hereinafter called the "COUNTY COMMISSION") all collectively known as the "PARTIES".

WITNESSETH:

WHEREAS the rights-of-way of The Grove of Elberta (Re-Sub of Lot 1) (Subdivision Name) located in Baldwin County, Alabama were dedicated to public use by the OWNER on the record plat (Exhibit C) as recorded with the Baldwin County Judge of Probate on Slide No. 2797-A on the 3rd day of September, 2021, included herein by reference as if fully set forth; and

WHEREAS the OWNER further warrants that the roadways and drainage improvements within the following public rights-of-way are complete and are in compliance with all Federal, State and local laws to include minimum standards specified by, without limitation, the Baldwin County Subdivision Regulations, and that they are free from known defects and are free and clear of all liens and encumbrances (see also Exhibit D):

<u>Roadway Name</u>	<u>Centerline Length of Roadway (feet)</u>	<u>Asphalt Width (feet)</u>	<u>Curbing Y/N</u>
<u>Navigator Lane</u>	<u>873 ft</u>	<u>20'</u>	<u>N</u>
<u>Gopher Court</u>	<u>833 ft</u>	<u>20'</u>	<u>N</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>

(list all subject roads/rights-of-way separately); and

WHEREAS the OWNER hereby agrees that in consideration of the COUNTY COMMISSION accepting the said roadways and drainage improvements for maintenance, a maintenance surety document (Exhibit B) has been provided to the Baldwin County Commission in an amount determined by the County Engineer and not less than 40% of the "Engineer's Itemized Cost Estimate of Construction" (Exhibit A) of the roadways and drainage improvements within the said rights-of-way; and

NOW THEREFORE, in consideration of the premises and the mutual covenants contained within this AGREEMENT and Contract, the sufficiency of which is hereby acknowledged, the OWNER and the COUNTY COMMISSION do hereby agree as follows:

1. RECITALS. The above recitals and statements are incorporated as part of this AGREEMENT as if fully set forth herein.
2. EXHIBITS AND ATTACHMENTS. Exhibits and/or attachments listed or referenced herein are specifically included as a necessary part of this AGREEMENT and the same shall not be complete without such items, to wit:

Exhibit A. Engineer's Itemized Cost Estimate of Construction (certified by the design engineer of all roadways and drainage improvements within the public rights-of-way);

Exhibit B. Maintenance Surety Document in the form (as approved by the COUNTY COMMISSION) and the amount prescribed by the County Engineer as described herein;

Exhibit C. Copy of the Recorded Subdivision Plat;

Exhibit D. Certification of Improvements.

COUNTY COMMISSION and OWNER jointly shall cause such items as listed above to contain dates, signatures of the parties with authorization to make such signatures, and sufficient marks and references back to this AGREEMENT noting their inclusion and attachment hereto.

3. OWNERSHIP. The OWNER hereby warrants that he is the rightful owner of all necessary rights, title, and interest in the property subject to this AGREEMENT and he has full authority to enter and do all things required by this AGREEMENT.
4. MAINTENANCE PERIOD. The subject maintenance period and term of this AGREEMENT begins upon the date in which all PARTIES fully approve and execute the same and shall extend for a period of twenty-four (24) months therefrom (twenty-four (24) month period).
5. COUNTY ENGINEER SOLE AUTHORITY. The County Engineer, or his designee, shall have the sole and final authority to interpret and/or determine, without limitation, the existence and nature of defects and deficiencies within any right-of-way subject hereto; furthermore, the County Engineer, or his designee, shall have the sole and final authority to interpret and/or determine the sufficiency of any conducted repairs and/or improvements required within any rights-of-way subject hereto. The interpretations and determinations of the County Engineer, or his designee, hereunder shall be final.
6. SURETY REQUIREMENTS. The OWNER has filed with the COUNTY COMMISSION a Maintenance Bond, Irrevocable Standby Letter of Credit, or other approved form of surety document (Exhibit B) in the amount of \$ 59,835.60 made payable to the Baldwin County Commission on behalf of Ammons & Blackmon Construction, LLC (name of Principal as shown on surety document). This surety document shall cover the cost of any repair work required by the County Engineer within the subject right(s)-of-way associated to the repair of deficiencies or defects that occur as a result of, without limitation, defective materials and/or faulty workmanship, except for general wear and tear. In any event that said surety document conflicts with this AGREEMENT, then this AGREEMENT shall prevail.

A. If at any time during the twenty-four (24) month maintenance period, should the improvements, subject to this agreement, be in need of repairs as determined by County Engineer in his sole discretion, the following procedure should be followed:

1. The repairs will be made by the Baldwin County Highway Department or other entity as determined by Baldwin County.
2. The OWNER will be sent an itemized invoice of the said repairs and given the opportunity to immediately reimburse the COUNTY COMMISSION for the cost of said repairs.
3. If the OWNER does not reimburse the COUNTY COMMISSION for said repairs within 30 days from the date of the invoice or before the end of the 24-month maintenance period (whichever comes first), then the PARTIES understand that the COUNTY COMMISSION will be authorized to collect from the Surety.
4. Notwithstanding anything written or implied herein to the contrary, said 24-month period shall be automatically extended in the event that an invoice has been sent to the OWNER and the time of the subject notice conflicts with, or the necessary repairs extend beyond, the final date of the 24-month period. In such event, said surety document shall remain in full effect until the COUNTY COMMISSION or its designee releases the same following the respective repairs.
5. Notwithstanding anything herein written or implied, the COUNTY COMMISSION retains all remedies at law to collect for any costs incurred to correct said repairs, and in the event that the County is unable to collect said costs from the Surety, then the OWNER shall be liable for all invoiced costs.

B. If the County Engineer considers the roadways and drainage improvements in good repair at the end of the twenty-four (24) month maintenance period, then the County Engineer will recommend that the COUNTY COMMISSION release the surety document back to the OWNER.

7. ENTIRE AGREEMENT. This AGREEMENT constitutes the entire agreement of the PARTIES with respect to the subject matter hereof and supersedes all prior and contemporaneous writings, understandings, sketches, drawings, plans, agreements, representations, whatsoever, whether express or implied.
8. SEVERABILITY. In the event that any provision of this AGREEMENT shall be held invalid or unenforceable by a recognized authority or any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision contained herein.
9. NON-ASSIGNABILITY. The PARTIES hereto shall not, without the express written consent of each and every other party hereto, assign, sell, transfer or otherwise dispose of any interest, rights or obligations provided or contained herein in whole or in part at any time.
10. NON-WAIVER. The waiver of any breach of this AGREEMENT by COUNTY COMMISSION shall not constitute a continuing waiver or a waiver of any subsequent breach, either of the same or another provision of this Contract. The delay or omission by COUNTY COMMISSION to exercise any right or power provided by this AGREEMENT shall not constitute a waiver of such right or power, or acquiescence in any action or inaction on the part of OWNER. Any breach on the part of OWNER shall be construed a continuing breach, and COUNTY COMMISSION may exercise every right and power under the AGREEMENT at any time during the action or inaction or upon the occurrence of any subsequent breach.

11. TERM AND BINDING EFFECT. This AGREEMENT and Contract will, upon COUNTY COMMISSION approval:
- A. continue in effect for a twenty-four (24) month period unless amended, altered, or otherwise changed in writing by all PARTIES hereto, and;
 - B. be binding upon and shall inure to the benefit of the COUNTY COMMISSION and the OWNER.
12. HOLD HARMLESS. The OWNER shall indemnify, defend and hold COUNTY COMMISSION and its affiliates, employees, agents, and representatives (collectively "COUNTY COMMISSION") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitation, attorneys' fees, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon COUNTY COMMISSION, as a result of or in the construction and design of the subject roadways and drainage improvements and in relation in any manner related to the acts, negligence or omissions of the OWNER in relation to the maintenance or the care of the subject rights-of-way prior to the execution of this AGREEMENT. This indemnification shall survive the expiration of this AGREEMENT.
13. NO AGENCY CREATED. It is neither the express nor the implied intent of the OWNER or the COUNTY COMMISSION to create an agency relationship pursuant to this AGREEMENT; therefore, the OWNER does not in any manner act on behalf of the COUNTY COMMISSION and the creation of such a relationship is prohibited and void.
14. WARRANTIES AND REPRESENTATIONS. The execution and delivery of this AGREEMENT have been duly authorized by all necessary actions of COUNTY COMMISSION and OWNER.

This AGREEMENT has been duly executed and delivered by, and constitutes the valid and binding obligation of, all parties and is enforceable against them in accordance with the respective terms contained herein.

The execution, delivery and performance of the various parts to this AGREEMENT shall not violate any State, federal, local law, ordinance, order, writ, injunction, decree, or regulation of any court, or conflict with any other obligation of the PARTIES hereto.

15. GOVERNING LAW. This AGREEMENT shall be deemed to have been made in the State of Alabama. The validity of the same, its construction, interpretation, enforcement and the rights of the PARTIES hereunder, shall be determined under, governed by and construed in accordance with the substantive laws of the State of Alabama, without giving effect to any choice of law provisions arising there under.
16. NOTICE. Any notices to be given under this AGREEMENT by either PARTY, to the other, shall only be effectuated either by personal delivery in writing or by registered or certified mail with postage prepaid and return receipt requested. Notices delivered personally shall be deemed communicated as of the date of actual receipt. This provision, however, shall not invalidate the date identified on any notice of required repairs issued by County Engineer, and in such case, the date of said notice shall govern.

Any notices given hereunder shall be delivered, as specified above, only to the following address of the PARTIES:

OWNER: Fountain 38, LLC
Address: 319 Magnolia Ave
Fairhope, AL 36532
Telephone Number: 228-697-1818

DEVELOPER: Fountain 38, LLC
Address: 319 Magnolia Ave
Fairhope, AL 36532
Telephone Number: 228-697-1818

CONTRACTOR: Ammons & Blackmon Construction LLC
Address: 9695 Stagecoach Commercial Park Circle
Daphne, AL 36527
Telephone Number: 251-626-0656

COUNTY COMMISSION: Baldwin County Commission
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

It is the responsibility of each PARTY to promptly notify the other PARTY of any change in the above contact information.

IN WITNESS WHEREOF, the PARTIES, having full authority to do so, have fully executed this AGREEMENT as of the last date of execution below.

THIS DOCUMENT IS LEGALLY BINDING, AND LEGAL ADVICE SHOULD BE OBTAINED BEFORE SIGNING.

(SIGNATURE AND NOTARY PAGES TO FOLLOW)

Fountain 38, LLC

Owner Company Name

Jennifer R. Achee, Owner

OWNER-(print) / Title

OWNER (signature)

/Date

4/1/21

**STATE OF ALABAMA
COUNTY OF BALDWIN**

I, Heather Bell, Notary Public in and for said County, in said State, hereby certify that Jennifer Achee (individual's name), whose name as owner, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the content of the instrument, and as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand and official seal this 1 day of June, 2021.

Heather Bell
NOTARY PUBLIC

Heather Bell
Notary Public, Alabama State At Large
My Commission Expires 03/16/2025

Fountain 38 LLC

Developer Company Name

Jennifer R. Achee / owner

DEVELOPER-(print) / Title

DEVELOPER (signature)

/Date

6/1/21

**STATE OF ALABAMA
COUNTY OF BALDWIN**

I, Heather Bell, Notary Public in and for said County, in said State, hereby certify that Jennifer Achee (individual's name), whose name as Developer, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the content of the instrument, and as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand and official seal this 1 day of June, 2021.

Heather Bell
NOTARY PUBLIC

Contractor Company Name

Chad Ammons / Member

CONTRACTOR-(print) / Title

[Signature] / 6/1/2021

CONTRACTOR (signature) /Date

**STATE OF ALABAMA
COUNTY OF BALDWIN**

I, Heather Bell, Notary Public in and for said County, in said State, hereby certify that Chad Ammons (individual's name), whose name as Contractor, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the content of the instrument, and as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand and official seal this 1 day of June, 2021.

Heather Bell

NOTARY PUBLIC

Heather Bell
Notary Public, Alabama State At Large
My Commission Expires 03/16/2025

Baldwin County Commission

_____/_____
Baldwin County Commission Chairman / Date

ATTEST:

_____/_____
County Administrator / Date



30673 Sgt. E. I. "Boots" Thomas Drive, Spanish Fort, AL 36527
202 Government Street, Suite 225, Mobile, AL 36602
P: 251-544-7900
sawgrassllc.com

March 26, 2021

**RE: The Re-Sub of Lot 1 of The Grove of Elberta
Bonding of Improvements**

The attached Estimate reflects the cost of all the improvements (\$149,589) to Bond for the Referenced Project. The bonding amount based on 40% of this estimate is \$59,835.

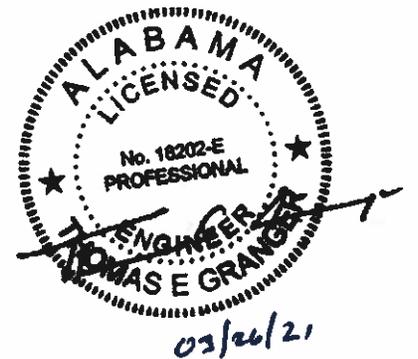
A handwritten signature in blue ink, appearing to read 'T.E. Granger'.

Thomas E. Granger, PE
President

Sawgrass Consulting, LLC

**Engineers Itemized Cost Estimate
The Grove of Elberta**

Bid item	Description	Qty	Units	AdjUnitCost	XtdCost
08	Granular Sand Sub-base Material, 18" Thick	5200	SY	\$ 7.00	\$ 36,400.00
09	Lower Sand/Clay Base Material, 4" Thick	4205	SY	\$ 3.00	\$ 12,615.00
10	Upper Sand/Clay Base Material, 4" Thick	4205	SY	\$ 4.00	\$ 16,820.00
11	Bituminous Wearing Surface 220lbs/ (SY)	4205	SY	\$ 12.80	\$ 53,824.00
13	Street Signs	3	EA	\$ 200.00	\$ 600.00
14	SPEED LIMIT Signs	1	EA	\$ 200.00	\$ 200.00
15	Stop Signs with Stop bars	2	EA	\$ 400.00	\$ 800.00
16	Double Yellow Traffic Stripe	40	LF	\$ 6.00	\$ 240.00
17	Concrete Slope paved Headwall (15" - 30")	4	EA	\$ 1,500.00	\$ 6,000.00
18	14" x 23" Reinforced Concrete Arch Pipe	130	LF	\$ 42.00	\$ 5,460.00
19	Trapezoid Concrete Weir	1	EA	\$ 2,750.00	\$ 2,750.00
21	Permanent Seeding and Mulching	2.4	AC	\$ 2,200.00	\$ 5,280.00
22	Solid Sodding (Pond Slopes)	1720	SY	\$ 5.00	\$ 8,600.00
Total Roadways and Drainage					\$ 149,589.00
Estimated required Baldwin County Estimate 40%					\$ 59,835.60



MAINTENANCE BOND

BOND NUMBER - [REDACTED]

KNOWN ALL MEN BY THESE PRESENTS, That we: **Ammons & Blackmon Construction, LLC.**, (Contractor or Owner) as Principal, and **Fidelity and Deposit Company of Maryland**, (Surety) a corporate of the State of **Maryland**, as surety, are held and firmly bound unto: **BALDWIN COUNTY COMMISSION, BALDWIN COUNTY, ALABAMA** in the sum of **(\$ 59,835.60), Fifty Nine Thousand, Eight hundred Thirty Five dollars and Sixty cents** lawful money of the United States of America, to be paid to the said: **BALDWIN COUNTY COMMISSION, BALDWIN County, Alabama** its certain attorney or assigns, to which payment well and truly to be made we do bind ourselves, our heirs, executors, administrators, successors and assigns, and everyone of them, jointly and severally, firmly be these presents.

IN TESTIMONY WHEREOF, The said Principal has hereunto set his hand and seal, and said Surety has caused its corporate seal to be hereunto affixed, duly attested by its Attorney-in-Fact this _____ day of _____, 20____.

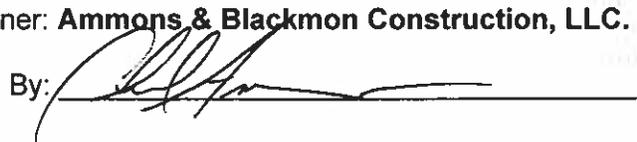
WHEREAS, The said Principal did enter into a contract entitled Subdivision Roadway Drainage Improvement Acceptance Agreement (the "Agreement") with the said **BALDWIN COUNTY COMMISSION, BALDWIN COUNTY, ALABAMA** for **The Re-Sub of Lot 1 of The Grove of Elberta.**

(Name of Development) and in said Agreement is required to maintain the said work in good condition for a period of two years from the date the Baldwin County Commission votes in the affirmative to accept for maintenance the roadway and drainage improvements made the subject of the Agreement.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, That if the Principal shall well and truly, at the request of the said Oblige, or its proper representative or representatives, maintain the said work in good condition. The term of the bond extends 24 months beyond the full execution of the Agreement including any necessary extensions during repair periods.

Attest:

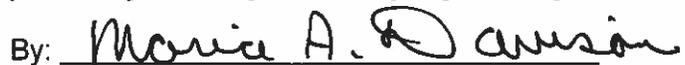

Contractor or Owner: **Ammons & Blackmon Construction, LLC.**

By: 



COUNTERSIGNED

Surety: **Fidelity and Deposit Company of Maryland**

By: 

Maria A. Davison, Attorney In Fact

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this _____ day of _____, _____.



Michael C. Fay, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **John T. THOMAS, JR., Christopher T. THOMAS and Maria A. DAVISON, all of Daphne, Alabama**, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons .

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 14th day of May, A.D. 2020.



**ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

A handwritten signature in black ink, appearing to read 'Robert D. Murray', is written over a horizontal line.

By: *Robert D. Murray*
Vice President

A handwritten signature in black ink, appearing to read 'Dawn E. Brown', is written over a horizontal line.

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 14th day of May, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



A handwritten signature in black ink, appearing to read 'Constance A. Dunn', is written over a horizontal line.

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

CERTIFICATION OF IMPROVEMENTS FOR SUBDIVISIONS

Chairman
Baldwin County Planning & Zoning Commission
Post Office Box 220
Silverhill, Al. 36576

In accordance with the requirements of Section 8.2 of the *Baldwin County Subdivision Regulations*, I hereby certify to the following with respect to

Re Sub of Lot 1 of The Grove of Elberta

Subdivision:

(Name of subdivision)

- 1) all required improvements are complete;
- 2) all improvements are in compliance with the minimum standards specified by the Baldwin County Planning & Zoning Commission and the Baldwin county Commission for their construction;
- 3) I know of no defects from any cause in these improvements, and;
- 4) all improvements are free and clear of any encumbrance or lien.

Thomas E. Granger

Project Engineer Name

18202

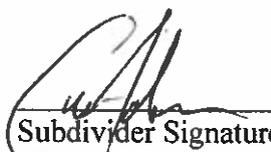
Registration Number


Project Engineer Signature

09/15/21
Date

Curt Achee

Subdivider Name


Subdivider Signature

9-15-21
Date



BALDWIN COUNTY COMMISSION

PLANNING AND ZONING DEPARTMENT

Main Office (Robertsdale)
22251 Palmer Street
Robertsdale, AL 36567
Phone: (251) 580-1655
Fax: (251) 580-1656

Foley Office
201 East Section Avenue
Foley AL 36535
Phone: (251) 972-8523
Fax: (251) 972-8520

www.planning.baldwincountyal.gov

August 11, 2021

Mr. Joey Nunnally, PE
County Engineer
Baldwin County Commission
22070 State HWY 59
Robertsdale, AL 36567

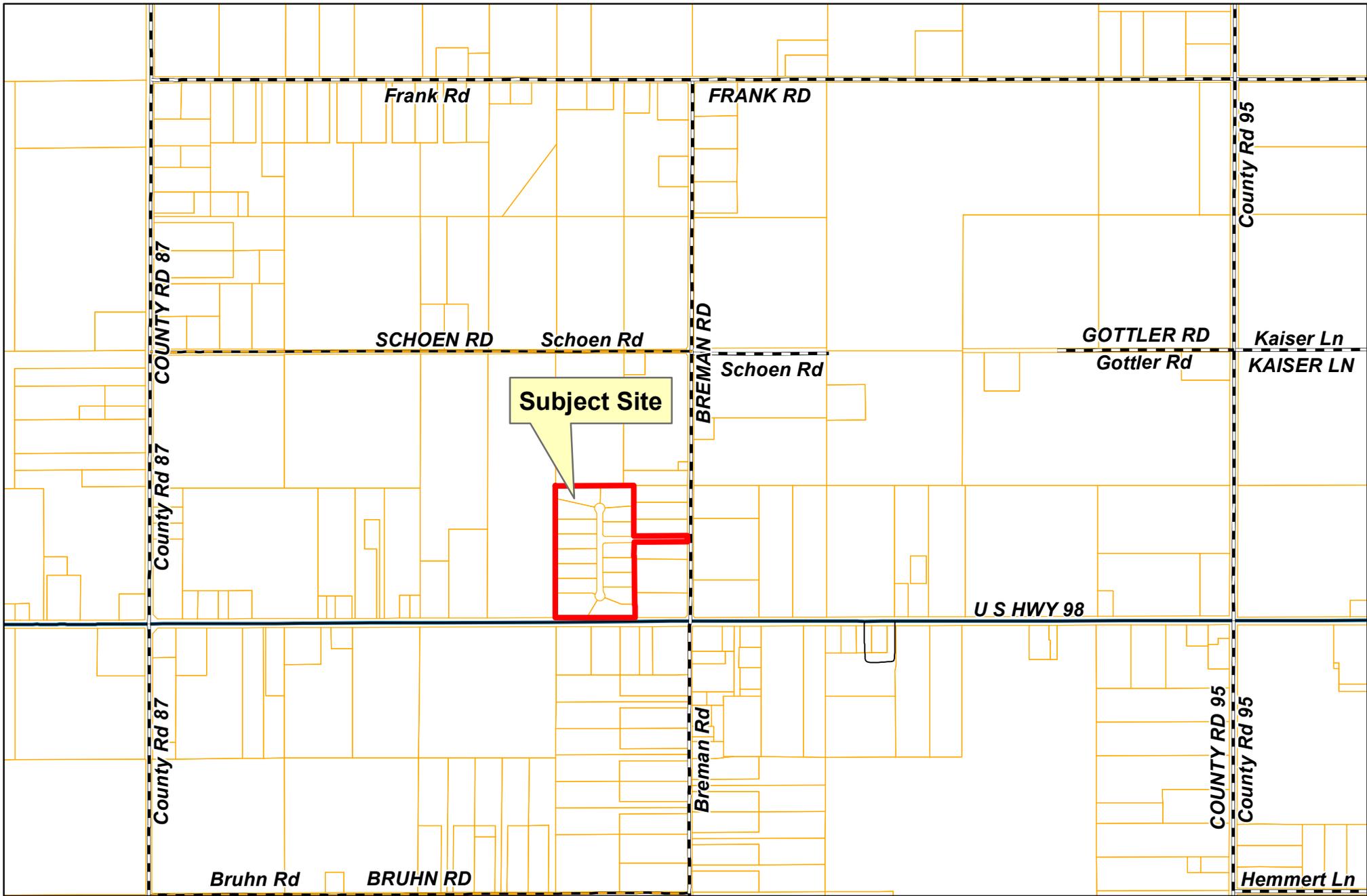
Re: S-20033 The Grove of Elberta Final Plat Approval

Dear Joey,

The Final Plat related to case number S-20033, A re-subdivision of Lot 1 of The Grove at Elberta has been reviewed for compliance with the *Baldwin County Subdivision Regulations*. The development meets all requirements of the *Baldwin County Subdivision Regulations* to the best knowledge of Planning and Zoning Staff.

Sincerely,


J. Buford King
Development Review Planner
CC: S-20033 file



S-20033 The Grove of Elberta (Re-Sub of Lot 1) Vicinity Map





S-20033 The Grove of Elberta (Re-Sub of Lot 1) Site Map





Baldwin County Commission

Agenda Action Form

File #: 22-0040, **Version:** 1

Item #: BN3

Meeting Type: BCC Regular Meeting

Meeting Date: 10/5/2021

Item Status: New

From: Joey Nunnally, P.E., County Engineer

Seth Peterson, P.E., Pre-Construction Manager

Submitted by: Christopher Williams, Design Tech II

ITEM TITLE

Fiscal Year 2022 Resurfacing Projects - Group 1 - Request for Permission to Advertise

STAFF RECOMMENDATION

Take the following actions:

- 1) Authorize the Purchasing Director to place a competitive bid for the attached Fiscal Year 2022 resurfacing projects (Group 1) as the design plans are completed; and
- 2) Authorize the Chairman to execute any project related documents.

BACKGROUND INFORMATION

Previous Commission action/date:

September 21, 2021 - The Commission adopted Resolution #2021-128 which adopts the Baldwin County Fiscal Year 2021-2022 Budget.

Background: The Highway Department is requesting permission to place a competitive bid for Group 1 of the FY 2022 budgeted resurfacing projects. The Design Project Manager will forward the advertisement for the project group to the Purchasing Director to place a competitive bid as design plans are completed

FINANCIAL IMPACT

Total cost of recommendation: \$1,783,859.00

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

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

N/A

LEGAL IMPACT

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

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Highway Design staff will submit advertisement to Wanda Gautney, Purchasing Director, as plans are completed.

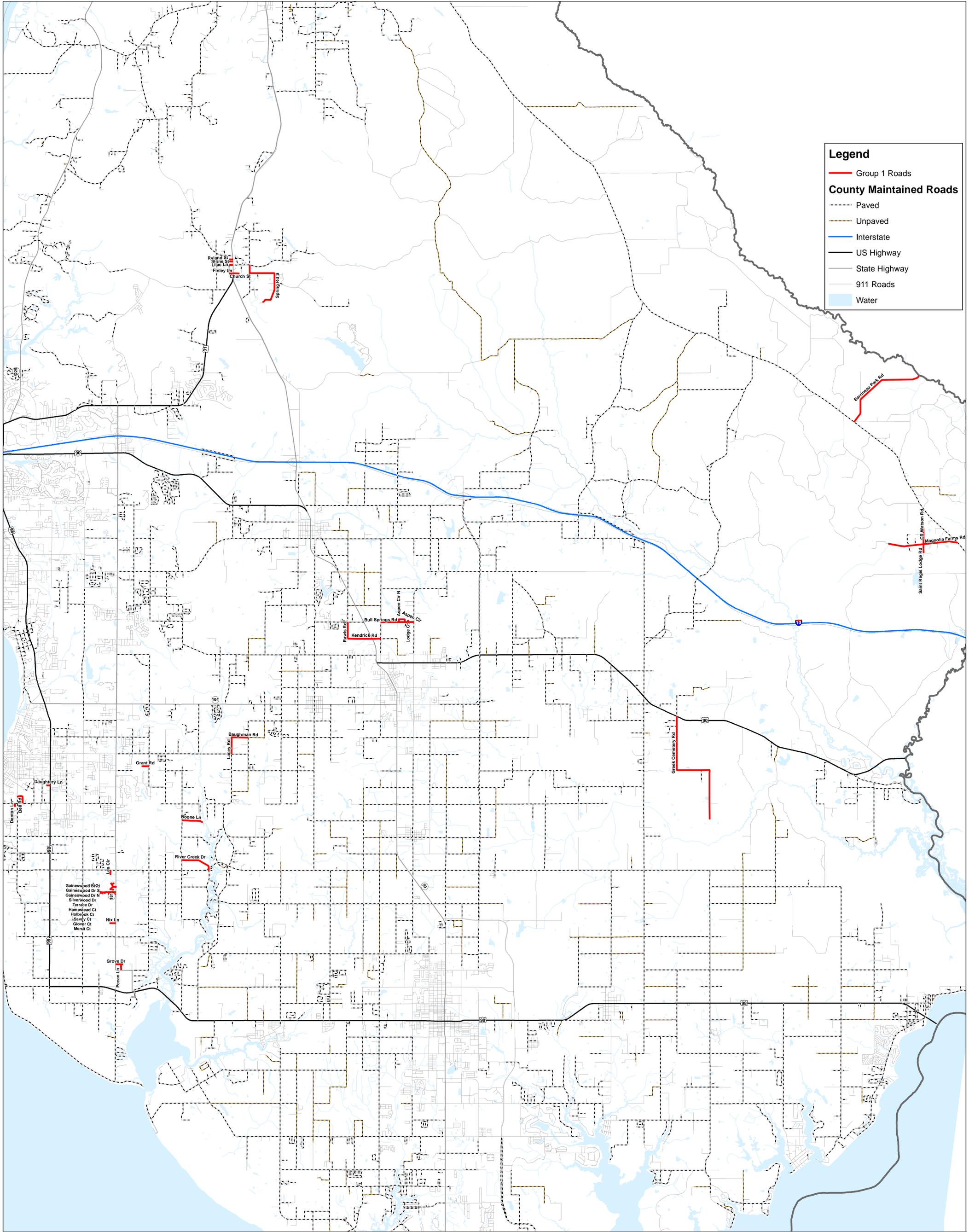
Purchasing Director will advertise for a competitive bid.

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

N/A

Additional instructions/notes: N/A

PROJECT NO	ROAD NAME	FROM/TO	ESTIMATE
HW22037	Aspen Cir	Aspen Cir N to Bull Springs Rd	\$ 26,049.00
HW22038	Aspen Cir N	Bull Springs Rd to EOM	\$ 10,019.00
HW22039	Barrineau Park Rd	County Rd 112 to EOM	\$ 255,312.00
HW22040	Baughman Rd	Lacey Rd to Bohemian Hall Rd	\$ 38,322.00
HW22041	Bell Rd	Twin Beech Rd to Section St S	\$ 15,446.00
HW22042	Boone Ln	County Rd 33 to EOM	\$ 32,561.00
HW22043	Bull Springs Rd	County Rd 65 to County Rd 71	\$ 84,325.00
HW22044	Church St	US Hwy 59 to EOM	\$ 15,863.00
HW22045	CR Watson Rd	Magnolia Farms Rd to EOM	\$ 40,075.00
HW22046	Daugherty Ln	US Hwy 98 (Greeno Rd) to EOM	\$ 5,009.00
HW22047	Denton Ln	Twin Beech Rd to EOM	\$ 5,051.00
HW22048	Finley Ln	US Hwy 59 to Ogden Ave	\$ 10,019.00
HW22049	Gaineswood Blvd	Gaineswood Dr S to US Hwy 181	\$ 7,792.00
HW22050	Gaineswood Dr N	Gaineswood Blvd to EOM	\$ 7,792.00
HW22051	Gaineswood Dr S	Gaineswood Blvd to EOM	\$ 6,679.00
HW22052	Glover Ct	Gaineswood Dr N to EOM	\$ 5,009.00
HW22053	Grant Rd	Lawrence Rd to EOM	\$ 17,282.00
HW22054	Greek Cemetary Rd	US Hwy 90 to EOM	\$ 355,333.00
HW22055	Grove Dr	US Hwy 181 to EOM	\$ 21,123.00
HW22056	Hampstead Ct	Silverwood Dr to EOM	\$ 2,922.00
HW22057	Holbrook Ct	Beginning of Maintenance to EOM	\$ 4,898.00
HW22058	Kendrick Rd	Rawls Rd to County Rd 65	\$ 83,490.00
HW22059	Lacey Rd	County Rd 48 to Baughman Rd	\$ 37,571.00
HW22060	Lea Cir	County Rd 32 to EOM	\$ 8,349.00
HW22061	Lilac Ln	US Hwy 59 to Ogden Ave	\$ 9,017.00
HW22062	Lodge Ct	Bull Springs Rd to EOM	\$ 6,011.00
HW22063	Magnolia Farms Rd	County Rd 112 to EOM	\$ 214,402.00
HW22064	Merritt Ct	Gaineswood Dr S to EOM	\$ 6,123.00
HW22065	Nix Ln	US Hwy 181 to EOM	\$ 15,863.00
HW22066	Pecan Ln	US Hwy 181 to Grove Dr	\$ 16,531.00
HW22067	Rawls Rd	Kendrick Rd to Thompson Rd	\$ 44,250.00
HW22068	River Creek Dr	County Rd 33 to Ferry Rd	\$ 83,490.00
HW22069	Ryland St	US Hwy 59 to EOM	\$ 9,518.00
HW22070	Saint Regis Lodge Rd	Magnolia Farms Rd to EOM	\$ 22,542.00
HW22071	Savoy Ct	Silverwood Dr to EOM	\$ 2,922.00
HW22072	Silverwood Dr	Holbrook Ct to US Hwy 181	\$ 31,392.00
HW22073	Spring Rd S	Styx River Rd to EOM	\$ 200,376.00
HW22074	Stone St	US Hwy 59 to EOM	\$ 6,429.00
HW22075	Terrace Dr	Silverwood Dr to US Hwy 181	\$ 18,702.00
		GROUP 1 TOTAL:	\$ 1,783,859.00



Legend

- Group 1 Roads
- County Maintained Roads**
- Paved
- Unpaved
- Interstate
- US Highway
- State Highway
- 911 Roads
- Water



Baldwin County Highway Department
2022 Resurfacing Projects (Group 1)





Baldwin County Commission

Agenda Action Form

File #: 22-0047, **Version:** 1

Item #: BN4

Meeting Type: BCC Regular Meeting

Meeting Date: 10/5/2021

Item Status: New

From: Joey Nunnally, P.E., County Engineer

Tyler Mitchell, P.E., Construction Manager

Mike Campbell, Engineering Technician I

Submitted by: Halley Dixon, Office Manager

ITEM TITLE

License Agreement #21014 - Perdido Street - Right-of-Way

STAFF RECOMMENDATION

Take the following actions:

- 1) Approve License Agreement #21014 permitting The Utility Board of the City of Foley d/b/a Riviera Utilities to install a single 2-inch conduit along the west side of Perdido Street right-of-way. (The term of this agreement shall commence on the date of full execution. License for Installation shall terminate at 11:59 p.m. on October 5, 2022. License for Maintenance shall be indefinite according to the terms of the agreement.)
- 2) Authorize the County Engineer to execute Utility Permit #21191-E.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Utility Board of the City of Foley d/b/a/ Riviera Utilities desires to install a single 2-inch conduit along the west side of Perdido Street right-of-way to provide electric service to 12181 Perdido Street. The trenching will start at the service pole and end 365 feet south of County Road 99. (The Baldwin County Utility Permit Guidelines shall be utilized in pursuit of the attached Utility Permit #21191-E. Any damage to private property or County right-of-way shall be repaired to the previous state or improved as required by Baldwin County. Appropriate erosion and sediment control practices shall be utilized, and no clearing shall take place.)

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: Standard agreement used as previously approved by Laura Coker (2/11/2020) los

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration Staff prepare correspondence and have license agreement executed by the Chairman and the original forwarded to the County Engineer. Mike Campbell will issue the license agreement and conduct all necessary follow-up inspections on work performed. County Engineer will execute utility permit upon approval of the Commission.

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

Additional instructions/notes: Admin staff: need executed utility permit with license agreement before uploading to BCAP

LICENSE AGREEMENT

This LICENSE AGREEMENT (this “Agreement”) between the Baldwin County Commission (“Licensor”), with an address at 312 Courthouse Square, Suite 12, Bay Minette, Alabama 36507, and **The Utilities Board of the City of Foley d/b/a Riviera Utilities** (“Licensee”), with an address at **413 East Laurel Ave. Foley, AL 36535**.

WITNESSETH:

WHEREAS, Licensor is the owner of the real property described as **Perdido Street right-of-way** in Baldwin County, Alabama, and more particularly shown on the Site Map and Vicinity Map, which are attached hereto and included as if fully set forth herein (the “Property”);

WHEREAS, Licensee desires to obtain access to the Property for the purpose of **installing a single 2-inch conduit along the west side of Perdido Street to provide electric service to 12181 Perdido Street. The trenching will start at service pole and end 365 feet south of County Road 99. (The Baldwin County Utility Permit Guidelines shall be utilized in pursuit of the attached Utility Permit #21191-E. Any damage to private property or County right-of-way shall be repaired to the previous state or improved as required by Baldwin County. Appropriate erosion and sediment control practices shall be utilized, and no clearing shall take place.);** and

WHEREAS, Licensor is willing to grant said access based upon the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The above recitals and statements are incorporated as part of this Agreement as if fully set forth herein.

2. Grant of Revocable, Non-Exclusive and Temporary License. Subject to the terms and conditions set forth herein, Licensor hereby grants to Licensee, **The Utilities Board of the City of Foley d/b/a Riviera Utilities**, a revocable, non-exclusive and temporary license (the “License”) to enter upon the Property as is reasonably required to **install a 2-inch conduit for electric service**. No further development or use of the Property is permitted or allowed without Licensor’s prior written consent. Licensor retains the right to use the Property as it deems necessary. This License is granted to Licensee and is limited and specifically restricted to Licensee and its representatives (“Licensee Representatives”). Licensee shall have the Property surveyed and staked prior to performing any work thereon. All improvements constructed by Licensee shall be maintained by Licensee for any and all portions of the Property that are not County maintained.

3. Property. The real property subject hereto is limited to and sufficiently described as the **Perdido Street right-of-way** in Baldwin County, Alabama, as shown on the Site Map and Vicinity Map attached hereto. Any exhibits referenced and attached hereto shall be incorporated herein as if fully set forth.

4. Term of License (Installation and Maintenance). The term of the License for Installation and/or Maintenance shall commence on the date of full execution of this Agreement. The term for installation, unless sooner terminated, shall automatically terminate and expire at 11:59 p.m. on **October 5, 2022**. Maintenance shall be **indefinite** according to the terms of this Agreement, or until modified by written agreement with Licensor.

5. Condition of License Area: Assumption of Risk. Licensee accepts the Property in its "WHERE IS", "AS IS", condition and acknowledges that Licensor has made no representation or warranty to Licensee as to, and has no obligation for, the condition of the Property. Licensee assumes the risk of any latent or patent defects or problems that are or may be on the Property or the improvements thereon. Licensee agrees that Licensor shall not be liable for any personal or property damage, injury or loss on account of any such defects or problems. Licensee for itself and the Licensee Representatives waives and releases Licensor from any and all claims for injury to persons, including death, or damage to any property, whether real or personal, of Licensee or any Licensee Representatives in any way arising out of or related to the Property or Licensee's work contemplated by this Agreement.

6. Compliance. Licensee and the Licensee Representatives shall comply, at Licensee's expense, with all applicable laws, regulations, rules and orders, whether federal, state or local, and any regulation of any governmental body having jurisdiction over the Property with respect to Licensee's work and activities thereon, regardless of when they become effective. Licensee, at its cost, shall obtain any applicable licenses or permits required by applicable laws and regulations for the use of the Property. Licensee shall not use, nor permit the use, of the Property for any purpose in violation of such laws, regulations, rules or orders. Licensee agrees not to use the Property in any fashion which may in any way damage or restrict the same for future use by the public in general as a public right-of-way. Furthermore, said usage as described herein, or the placement of said usage, shall not in any way alter the present or future rights of the Licensor to move, relocate, amend, or otherwise change said travel way to any other location whatsoever. Licensee shall comply with Licensor's safety and security policies deemed to be necessary by Licensor and with such reasonable rules and regulations as Licensor, or its agents, may impose from time to time by notice to Licensee.

7. Public Property. Licensee acknowledges and consents that the Property is public in nature and that the usage hereunder is permissive. Licensee shall not obstruct or otherwise interrupt any rights of the general public to the Property. Licensee makes no claim of private ownership or other possessory interest in the Property subject hereto, and any rights of the Licensee granted by this Agreement are limited to the same extent as that of the general public. Any work performed by Licensee, or any improvements made as a result of the Licensee's work, on the Property is considered to be a benefit to the general public, and the Licensee makes no claim that such work or improvements are privately owned and waives all rights to claims that such work or improvements are private in nature. Licensee further represents and warrants that Licensor, nor any persons using said public access in conjunction with this License, may claim any personal rights in the subject property or any rights of adverse possession.

8. Indemnification. Licensee shall indemnify, defend and hold Licensor and its Commissioners, affiliates, employees, agents, representatives, contractors, subcontractors, licensee and invitees (collectively, "Licensor Representatives") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitation, attorneys' fees and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by or imposed upon Licensor or any Licensor Representatives, as a result of any entry upon or activity conducted by Licensee or any Licensee Representative, or any act or omission by Licensee or any Licensee Representative, or in any way arising out of or related to the Property or work contemplated by this Agreement. Licensee shall also assume the responsibility for any claims for damage done to any property due to the exercise, usage and/or presence of the resulting work as a result of this License.

9. No Alteration. Except as expressly permitted by this Agreement, Licensee shall not make nor permit any uses alterations or additions to the Property without Licensor's prior written consent.

10. Removal and Completion Upon Termination. Upon the expiration or termination of this License, Licensee shall (a) peaceably deliver to Licensor the full possession of the Property; (b) remove all materials, equipment, debris, waste, staged fill materials and improvements placed thereon by Licensee or Licensee Representatives or resulting from work under this Agreement; and (c) repair any damage to the Property and restore the Property to its condition on the date of this Agreement. Should Licensee fail, within thirty (30) days after the date of the termination of this License, to make such removal, repair and restoration, Licensor may, at its option, remove said materials, equipment and improvements and complete said repair and restoration at the sole cost of Licensee. Licensee shall reimburse Licensor for such costs within thirty (30) days after request by Licensor.

11. Damage to Property. Licensee agrees to pay for any damage which may arise to buildings, fences, machinery, or other property of Licensor or any third party on or near the Property resulting from Licensee's operations or presence on the Property. Licensee shall reimburse any and all costs related to any and all corrections, changes or improvements deemed to be necessary by Licensor as a result of work performed pursuant to this Agreement or as a result thereof.

12. Standard of Operation: Expenses. Licensee shall conduct all of its operations in a safe and workmanlike manner. All work and activities which Licensee or Licensee Representatives perform at the Property shall be at Licensee's sole risk, cost and expense. All portions of the work performed or improvements installed by Licensee or its representatives pursuant to this Agreement shall be located and performed so as to cause minimum interference with the proper use of the rights of way and with the rights and reasonable convenience of property owners who own or occupy adjacent properties. If during the course of the Licensee's construction, operation or maintenance of the project or improvements, there occurs a disturbance of the Property by Licensee or its representatives, Licensee shall, at Licensee's expense, replace and restore the same to a condition comparable to the condition it was in immediately prior to the disturbance to the satisfaction of Licensor and within the dates specified in any permits authorizing the work.

13. Insurance. Prior to occupying or using the Property, Licensee shall carry, with insurers satisfactory to Licensors, throughout the term hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability for each occurrence. Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability for each occurrence; and Worker's Compensation Insurance, meeting the statutory limits of the state where the Property is located and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the Property with limits not less than \$1,000,000 each accident and \$1,000,000 each employee disease. All liability insurance shall name Licensors as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to Licensors, shall be furnished to Licensors, which shall specifically state that such insurance shall provide for at least ten (10) days' notice to Licensors 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 Licensors and Licensors Representatives. Should Licensee fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, Licensors may, at its option, suspend this Agreement until insurance is obtained or terminate this Agreement immediately without further action.

14. Responsibility. Licensee shall be responsible for compliance by Licensee Representatives with the terms of this Agreement and for all acts or omissions by Licensee Representatives on the Property.

15. No Assignment. Licensee shall not have the right to assign this Agreement or any rights or obligations hereunder without Licensors's prior written permission. Any attempted assignment shall be void. No assignment shall relieve Licensee of its liabilities and obligations herein.

16. Agency. It is neither the express nor the implied intent of Licensors or Licensee to create an agency relationship pursuant to this License; therefore, any actions of the parties shall not be considered or implied to create such agency.

17. No Waiver. The failure of Licensors or Licensee to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.

18. Termination. It is understood and agreed that Licensors, in its absolute discretion, with or without cause or hearing, may terminate the License and permission herein granted to Licensee. Termination of the License and permission herein granted may be accomplished in writing, or orally. Once notice of termination is given by Licensors to Licensee, the permission herein granted shall immediately and automatically terminate, and Licensee shall have no further right, permission or authority to utilize the Property. All representations, assurances and indemnity obligations set forth in this Agreement shall survive termination or expiration of this Agreement.

19. Miscellaneous.

(a) This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties. Both Licensor and Licensee have contributed substantially and materially to the preparation of this Agreement.

(b) This Agreement shall apply to and bind the successors and permitted assigns of the respective parties.

(c) This Agreement embodies the entire agreement and understanding of the parties, and there are no further or prior agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

(d) This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties or their respective successors or permitted assigns.

(e) The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

(f) This Agreement may be executed in any number or counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This agreement may be delivered by facsimile transmission.

(g) This Agreement shall be construed in accordance with and governed by the laws of the State of Alabama, with proper venue for any action arising hereunder lying in Baldwin County.

(h) Licensee's obligations under this Agreement shall survive expiration or termination of this Agreement.

20. Financial Terms/Conditions. Licensee shall incur and absorb all financial responsibility that arises to complete the project and/or work contemplated by this Agreement and shall remain responsible for the duration of the Agreement. The Licensor shall not incur any expense of the usage or maintenance described in this Agreement. These financial responsibilities shall lie solely with the Licensee.

21. Terms of Maintenance Agreement. Any damage to the existing Property caused by periodic maintenance to the Property shall be the sole responsibility of the Licensee to repair at the Licensee's expense.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of full execution by Licensor below.

LICENSEE:

Utilities Board of the City of Foley d/b/a Riviera Utilities

BY: James Wallace / 9/23/21
James Wallace /Date
Chief Operating Officer

State of Alabama)

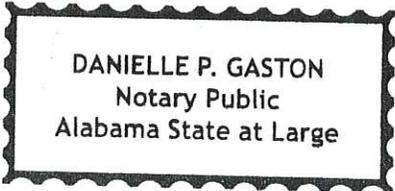
County of Baldwin)

I, Danielle P. Gaston, a Notary Public in and for said County, in said State, hereby certify that James Wallace, is the individual whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she executed the same with full authority to do so voluntarily and personally on the day the same bears date.

Given under my hand and official seal, this the 23 day of September 2021.

Danielle P. Gaston
Notary Public

My Commission Expires: 6/22/25



LICENSOR:

BALDWIN COUNTY, ALABAMA

ATTEST:

_____/_____
Wayne Dyess /Date
County Administrator

_____/_____
Joe Davis, III /Date
Chairman

State of Alabama)
County of Baldwin)

I, _____, a Notary Public in and for said County, in said State, hereby certify that Joe Davis, III and Wayne Dyess, as Chairman and County Administrator, respectively, of the Baldwin County Commission, and whose names are signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same with full authority to do so voluntarily on the day the same bears date.

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

Notary Public

My Commission Expires: _____

Baldwin County Highway Department

Permit No.	21191-E
District	4
Township	
Range/Section	
Type	Electric

PERMIT -FOR THE ACCOMODATION OF UTILITY FACILITIES AND RELOCATION REQUIREMENTS ON PUBLIC-RIGHTS-OF-WAY

KNOW ALL MEN BY THESE PRESENTS, THIS AGREEMENT (hereinafter referred to as "Agreement"), entered into this the ____ day of _____, _____, by and between Baldwin County acting through its authorized agents of the Baldwin County Highway Department (hereinafter referred to as "COUNTY") AND _____ Riviera Utilities _____, (hereinafter referred to as the "UTILITY").

WITNESSETH

WHEREAS, the County proposes certain highway improvements and/or Utility desires to have its facilities accommodated on a public right-of-way in Baldwin County, Alabama, and;

WHEREAS, the project subject hereto and contained herein is hereby described, designated and/or entitled as:

The installation of a single two inch conduit along the west side of Perdido St. to provide electric service to 12181 Perdido St. The trenching will start at pole #58448 and end 365' south of Co Rd 99.

, and;

WHEREAS, the County has granted to the Utility the right to locate its facilities across or along the public highways, and hereby grants to Utility, approval to cross or locate its facilities on the public right-of-way at the location and in the manner as shown on the attached plans and specifications:

NOW THEREFORE, be it agreed as follows:

STANDARD UTILITY PERMIT APPLICATION

ARTICLE I. County Engineer Authority and Least Possible Interference

The Utility agrees to install its facilities on the public right-of-way, as shown by the plans and specifications attached hereto and made a part hereof as Attachment/Exhibit A and/or in accordance with the requirements of County, so as to occasion the least possible interference with the progress of County projects where such installation is within the bounds of an active highway project.

ARTICLE II. County Standards

Utility agrees to conform to the provisions of the current County Standards, as interpreted by the County Engineer, for the Accommodations of Utilities on a public Right-of-way. It is further agreed that the applicable provisions of the laws of the State of Alabama and Baldwin County, Alabama shall govern and be controlling and binding over the provisions of the Agreement.

ARTICLE III. Non -Assignability

With exception to financing agreements, mortgages, security agreements, or other security interests in the facilities permitted hereby, the parties hereto shall not, without the express written consent of each and every other party hereto, assign, sell, transfer or otherwise any interest, rights or obligations provided or contained herein in whole or in part at any time.

ARTICLE IV. Warranties, Representations and Certifications

The execution and delivery of this Agreement have been duly authorized by all necessary actions of County and Utility, and such actions are in compliance with all public bidding and other State and federal laws applicable.

This Agreement has been duly executed and delivered by, and constitutes the valid and binding obligation of, all parties and enforceable against them in accordance with the respective terms contained herein.

The execution, delivery and performance of this Agreement shall not violate any State, federal, local law, ordinance, order, writ, injunction, decree, or regulation of any court, or conflict with any other obligation of the parties hereto.

Utility shall provide to County, and to the satisfaction of the County Engineer, written proof of compliance with applicable ADEM requirements including a Receipt of Registration from ADEM for Phase II Stormwater Permitting Requirements if applicable.

STANDARD UTILITY PERMIT APPLICATION

If registration of the project with ADEM is not required, under current stormwater Permitting Regulations as determined by the Utility, then it shall be a County requirement that Utility must provide a "written certification of review and understanding" of those same requirements to County as part of this Permit Application.

Notwithstanding the above, Utility shall comply with all applicable environmental laws, regulations and permitting requirements.

ARTICLE V. Term and Binding Effect

This Agreement and contract will, upon County approval and execution:

1. continue in effect until amended, altered to that effect, or otherwise changed by all parties hereto and as required herein, and;
2. Not extend or be enforceable past a maximum of 36 months in duration or shorter time agreed upon by parties as noted herein within Article XXII.

Utility shall remain in compliance for the duration of the terms as listed within this permit to include but not limited to a one year period after the completion of construction as determined by County, and;

3. Be binding upon and shall inure to the benefit of the County, Utility and their respective agents and successors.

ARTICLE VI. Exhibits and Attachments

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

- A. Plans and Specifications, Cross Section, Vicinity Map
- B. ADEM compliance certifications or written Certification of Review & Understanding of ADEM regulations as required by ARTICLE IV herein
- C. Letter from applicable Wastewater Treatment Facility confirming knowledge of Utility installation and ability to treat the waste (Sewer Permits only)
- D. Certificate of Insurance (Baldwin County Highway Department as "Certificate Holder" *only*)
- E. Construction Schedule
- F. _____

STANDARD UTILITY PERMIT APPLICATION

County and Utility jointly shall cause such items as listed above to contain dates, signatures of the parties with authorization to make such signatures, and sufficient marks and references back to this Agreement noting their inclusion and attachment hereto.

ARTICLE VII. Plans

All permits shall include a plan view of the entire utility installation depicting the linear position of the utility along the roadway and the horizontal position of the utility measured to the edge of the roadway. These plans shall also show all roadway crossings as well as the proposed location of any appurtenances such as fire hydrants, pressure relief valves, pedestals, lift stations, etc. The plans shall also include a typical cross section showing the roadway and position of the proposed utility relating to its horizontal and vertical position.

ARTICLE VIII. Entire Agreement

This agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous writings, understandings, sketches, drawings, plans, agreements, representations whatsoever whether express or implied.

ARTICLE IX. Severability

In the event that any provision of this Agreement shall be held invalid or unenforceable by a recognized authority or any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision contained herein.

ARTICLE X. Bond Requirements

The Utility agrees to file with the Baldwin County Highway Department a certified check or bond in the amount of \$_____ made payable to the Baldwin County Highway Department to guarantee the faithful and complete performance of provisions of this Agreement and to guarantee that Utility will maintain this work suitable to the Baldwin County Highway Department for a period of one year.

At the end of one year, from the completion of this work, the Baldwin County Highway Department may:

1. If the work is determined to be satisfactory by County, return the bond or certified check to the remitter, or;
2. If the work is determined to be unsatisfactory, apply the bond or certified check to the cost of repairing the right-of-way with County forces, and;
3. The County has the authority to determine if a bond is required, depending upon the circumstances of the permit.

STANDARD UTILITY PERMIT APPLICATION

ARTICLE XI. Bond Amounts and Reservations

The following are the values for the bond amounts for the following facilities:

- A. Buried Cable
 - 1. Crossing \$5,000
 - 2. Parallel, Trench \$5,000 per mile
 - 3. Parallel, Direct Burial \$2,000 per mile

- B. High-pressure, gas pipelines
 - 1. Crossing highway
 - I. 8-inch diameter and smaller \$10,000
 - II. 10 through 16-inch diameters \$25,000
 - III. Larger than 16 inches \$50,000
 - 2. Parallel to highway
 - I. 8-inch diameter and smaller \$5,000 per mile
 - II. 10 through 16-inch diameters \$25,000 per mile
 - III. Larger than 16 inches \$20,000 per mile

- C. Low-pressure water, sewer, and gas pipelines
 - 1. Crossing highway \$5,000
 - 2. Parallel to highway \$5,000 per mile

- D. For unpaved roadway - above amounts may be reduced by as much as 75% at the discretion of County.

- E. The County reserves the right to increase or decrease the bond requirement to coincide with local conditions and work history of the constructing entity.

ARTICLE XII. Required Relocation of Facilities

As a condition for permission to install its facilities upon County right-of-ways, Utility agrees to relocate said facilities at Utilities said expense with no obligations imposed upon County financially or otherwise in the event such future relocation is required by County due to upgrading or reconstruction of the road upon which the facilities are located. Utility further agrees to relocate said facilities within 60 days or as determined by County, if such relocation is required.

ARTICLE XIII. Exclusions, Liabilities, and Damages

County, in approving this application, does not in any way assume responsibility for the maintenance of this facility and projects subject hereto. County shall not be responsible for any claims for damage done to existing private property, public utilities or the traveling public caused by Utility, its agents, servants or employees or caused by the facility itself.

STANDARD UTILITY PERMIT APPLICATION

Utility, for the benefits received herein and hereby acknowledged by Utility, agrees to release, indemnify and hold harmless County for any and all deficiencies, court orders, citations, violations, consent orders, fines, or other enforcement actions for refusals or work conducted by the Utility and/or their agents and assigns, all relating to work either resulting from, or specifically relating to the work on County rights-of-ways as herein described or otherwise performed with or without authorization.

County shall be reimbursed or otherwise indemnified from Utility all costs for damages, repairs, fines incurred as a result of any action and/or inaction that would cause County to finish, correct, alleviate, or work on a project/task deemed by County to be the responsibility of Utility. Reimbursement shall come from the Utility in the form of direct payment based on the expenses incurred by the County or through the redeeming of the Bond held by the County in the name of the Utility for said Project.

ARTICLE XIV. Plans on Site

The Utility owner agrees to have an accurate copy of the approved agreement and plans on the job site at all times while said work is being performed.

ARTICLE XV. Responsibility for Traffic Control Devices

Traffic control devices will be installed and maintained in accordance with the Manual on Uniform Traffic Control Devices, latest edition, which is hereby made a part hereof by reference and will be conformed to as the provision thereof are applicable to such work or otherwise deemed necessary by County.

ARTICLE XVI. Markings and Decals

Utility Company must mark ped or pole with de-cal showing:

- A. Name of company, nature of utility (water, sewer, gas, cable TV, etc.), and;
- B. A telephone number where utility company can be reached by phone, and;
- C. The distance from ped or pole to existing buried line, and;
- D. This applies to existing ped, pole and line, as well as new lines.

ARTICLE XVII. Implementation of Work

Utility must begin work (to the satisfaction of County) on the project no later than 90 days from dated issue of permit, or in the alternative, notify County utilities inspector in writing for consideration of a discretionary extension for good cause.

STANDARD UTILITY PERMIT APPLICATION

ARTICLE XVIII. Site Restoration

All disturbed areas must be returned to as close to normal as possible to include but not limited to reseeded with grass seeds, sod, etc. unless the utility is buried inside a dirt road that is a travel way; however, Utility should always maintain site so as to prevent erosion or otherwise comply with environmental standards. Post-construction drainage, flow direction and volume should be the same as pre-construction drainage, flow direction and volume.

ARTICLE XIX. Non- Waiver

The waiver of any breach of this agreement by County shall not constitute a continuing waiver or a waiver of any subsequent breach, either of the same or another provision of this contract. The delay or omission by County to exercise any right or power provided by this agreement shall not constitute a waiver of such right or power, or acquiescence in any action or inaction on the part of Utility. Any breach on the part of Utility shall be construed a continuing breach, and County may exercise every right and power under the Agreement at any time during the action or inaction or upon the occurrence of any subsequent breach.

ARTICLE XX. Mandatory Time of Contact

Utility agrees to place calls, for construction, to County at least 24 hours prior to construction and upon completion.

ARTICLE XXI. Non-Endorsement

County, in no way, is deemed to have approved, provided, given, or allowed to be given any authorization, endorsement, approval, or consent of the business practices, actions or behavior of the Utility. This permit governs and creates an understanding as to the issues herein outlined, or otherwise controls the placement of facilities within the County right-of-way by Utility. Any perceived endorsement, authorization or approval, given hereby, verbally or otherwise, for other business practices or behavior of the Utility or its agents, without a properly-authorized and written verification thereof, is to be considered hereby withdrawn. This permit, and/or the procedures approving the same, is no way to be considered as a substitute for any regulations, procedure or other requirement of County. It is the sole responsibility of the Applicant hereto to comply or to ensure their own compliance with any local, State, or Federal law or regulation.

ARTICLE XXII. Additionally Agreed Upon Provisions (if any)

STANDARD UTILITY PERMIT APPLICATION

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers.

APPROVED BY:

Authorized Representative Date
Baldwin County Highway Department

Permit Manager Date
Baldwin County Highway Department

County Engineer Date
Baldwin County Highway Department

BALDWIN COUNTY HIGHWAY DEPARTMENT
UTILITY PERMITS
PO Box 220
Silverhill, AL 36576
251-972-6831, phone
251-972-6832, fax

APPLICANT:

BY Brian Huskey
SIGNATURE

Brian Huskey
TYPED OR PRINTED NAME

Engineering Technician II
TITLE

Riviera Utilities
UTILITY COMPANY (IF APPLICABLE)

ADDRESS:

413 E Laurel Ave.

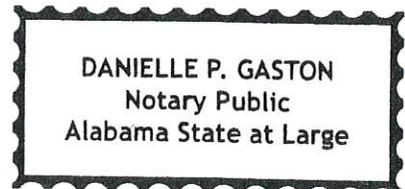
Foley, AL 36535

251-943-5001
PHONE NUMBER

I, Danielle P. Gaston, a Notary Public in and for said County, in said State, hereby certify that Brian Huskey, an individual whose name as a duly authorized representative for Utility is signed to the foregoing Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Utility.

Given under my hand and official seal, this the 31 day of August, 2021.

Danielle P. Gaston, Notary Public



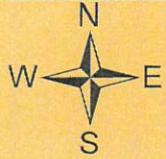


Legend			
	Center of Roadway		Existing Riviera Overhead
	Edge of Roadway		Communication Lines
	Proposed Riviera U/G		Water
	Edge of R.O.W.		Sewer

"Drawing Not to Scale"

Vicinity Map



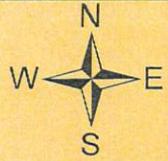


Permit 21191-E Riviera Utilities Vicinity Map



- Legend
- County Maintained Roads
- Surface Type**
- Paved
 - - Unpaved
- Utility Permits
- Type**
- Electric
 - LAND PARCELS
 - CROSSDRAIN
 - Stream
 - Water

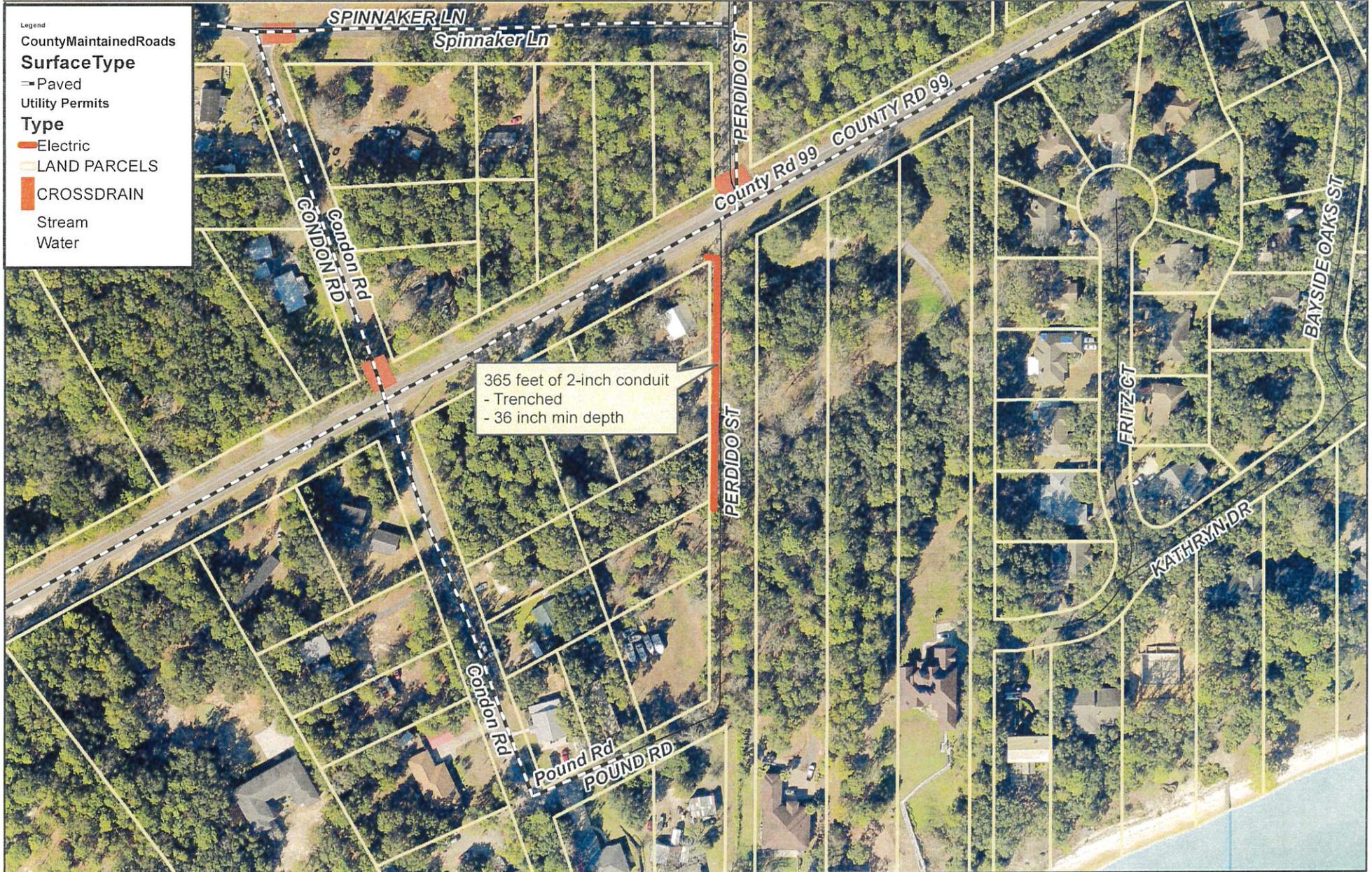




Permit 21191-E Riviera Utilities Site Map



- Legend
- County Maintained Roads
- Surface Type**
- ▬ Paved
- Utility Permits
- Type**
- Electric
 - LAND PARCELS
 - CROSSDRAIN
 - Stream
 - Water



Written Certification and Review of Understanding
of ADEM compliance

9.15.21

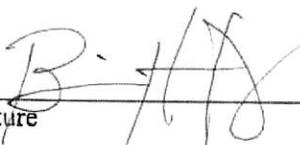
(Current Date)

Baldwin County Highway Department
Engineering Division – Utility Inspection
PO Box 220
Silverhill, AL 36576

RE: Co Rd 99 - Baldwin County
(Project Location – Baldwin County)

We have reviewed and understand the Alabama Department of Environmental Management's NPDES stormwater permitting regulations. We hereby certify that the referenced project does not warrant registration.

Sincerely,



Signature

Brian Huskey

Typed or Printed Name

Engineering Tech II

Title



weezy

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/13/2021

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

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

PRODUCER BXS Insurance 3290 Dauphin Street Suite 600 Mobile AL 36606	CONTACT NAME: Terece Shehan	
	PHONE (A/C, No, Ext): 251-867-8081	FAX (A/C, No): 251-809-6709
E-MAIL ADDRESS: terece.shehan@bxsi.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED THEUTIL-01 The Utility Board Of The City Of Foley D.B.A Riviera Utilities 413 East Laurel Avenue Foley AL 36535	INSURER A : Travelers Property Casualty Co of America	
	INSURER B : American Alternative Insurance Corp	
	INSURER C : Municipal Workers Compensation Fund, Inc.	
	INSURER D : Charter Oak Fire Insurance Company	
	INSURER E : Westchester Fire Insurance Company	
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 1089462346 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:				7/1/2021	7/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY				7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000				7/1/2021	7/1/2022	EACH OCCURRENCE \$ 11,000,000 AGGREGATE \$ 11,000,000 \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below				2/1/2021	2/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B E	2nd Layer Excess 3rd Layer Excess				7/1/2021 7/1/2021	7/1/2022 7/1/2022	Limit Limit \$5m x \$11m \$4m x \$16m

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Baldwin County Highway Department Right of Way

CERTIFICATE HOLDER Baldwin County Highway Department 22300 West Boulevard Silverhill AL 36576	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CONSTRUCTION SCHEDULE

Construction on County ROW will begin TBD and will
take approximately 5 days/weeks to complete.

License Agreement # 21014 Vicinity Map



Legend

County Maintained Roads

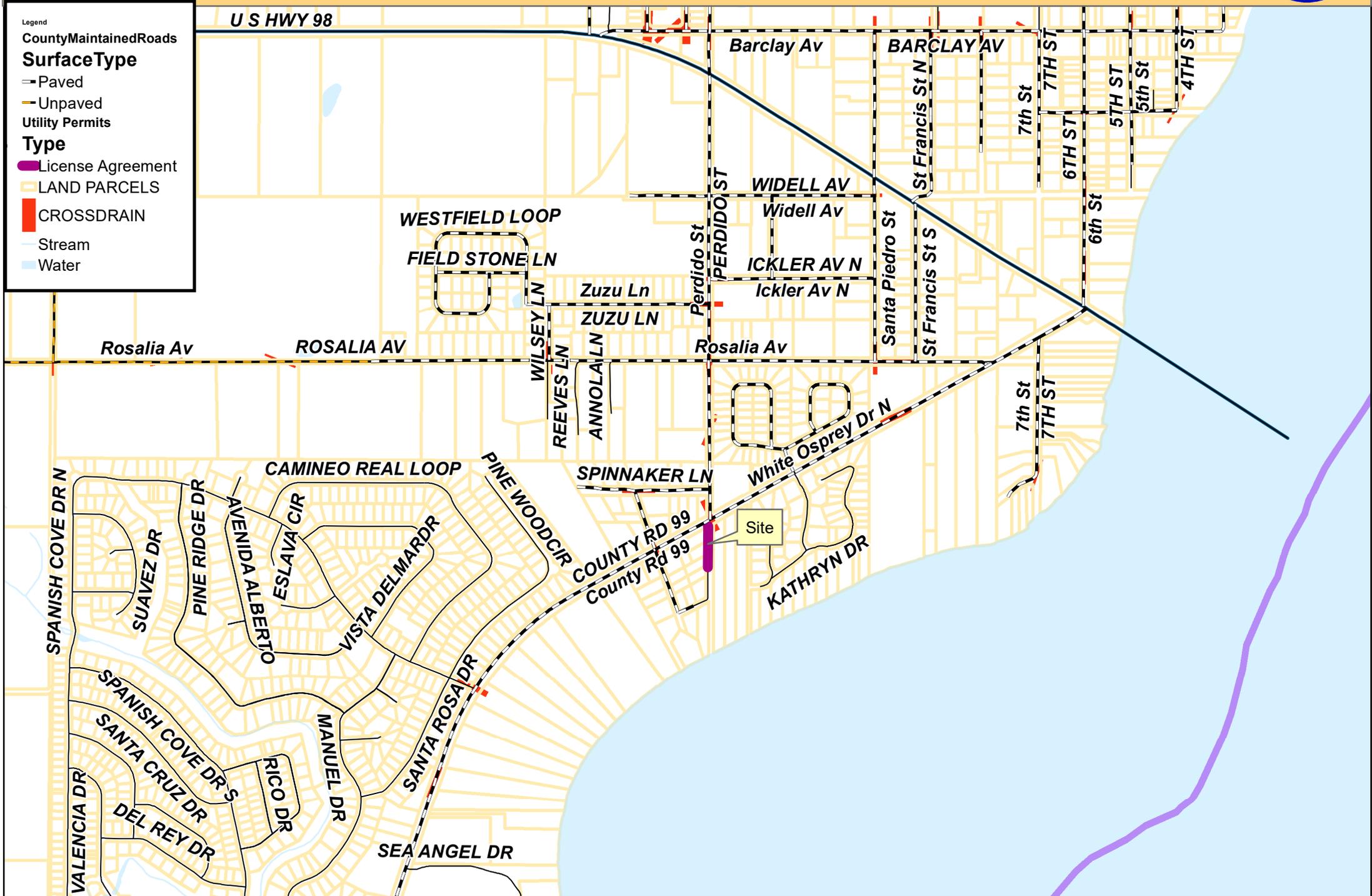
Surface Type

- Paved
- Unpaved

Utility Permits

Type

- License Agreement
- LAND PARCELS
- CROSSDRAIN
- Stream
- Water



License Agreement # 21014 Site Map



Legend

CountyMaintainedRoads

SurfaceType

⇒ Paved

Utility Permits

Type

License Agreement

LAND PARCELS

CROSSDRAIN





Baldwin County Commission

Agenda Action Form

File #: 22-0062, **Version:** 1

Item #: BO1

Meeting Type: BCC Regular Meeting

Meeting Date: 10/5/2021

Item Status: New

From: Ron Ballard, Juvenile Detention Director

Submitted by: Ron Ballard, Juvenile Detention Director

ITEM TITLE

Agreement with Baldwin County Board of Education Concerning Allocation of the Neglected and Delinquent Youth Fund

STAFF RECOMMENDATION

Take the following actions:

- 1) Approve Agreement (FY 2022 Baldwin County Public Schools and Baldwin County Regional Juvenile Detention Center Title I, Part D, Subpart 2 Formal Agreement For Local Educational Agencies and Correctional Facilities) between the Baldwin County Commission and the Baldwin County Board of Education for the allocation of the Neglected and Delinquent Youth Fund to be used to provide instruction, intervention, and remediation materials and supplies for children and youth in the Baldwin County Regional Juvenile Detention Center. The term of this Agreement will be from October 1, 2021, through September 30, 2022, and is automatically renewed upon mutual agreement of each party; and
- 2) Authorize the Chairman to sign the Agreement and any related documents.

BACKGROUND INFORMATION

Previous Commission action/date: 9/15/2020

Background: The Neglected and Delinquent Youth Fund is a federal grant that provides monies through the Baldwin County Board of Education to the Baldwin County Juvenile Detention Center to carry out high quality educational programs to prepare children and youth for secondary school completion, training, employment, or further education; to provide activities to facilitate the transition of such children and youth from the correctional program to further education or employment.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: Reviewed and Approved by Brad Hicks

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 contract to be signed and DYS License to:

Shelane Rider
Federal Programs
Baldwin County Public Schools
Central Office Satellite (COS)
1091 "B" Avenue
Loxley, Alabama 36551

Additional instructions/notes: N/A

Baldwin County Public Schools and Baldwin County Regional Juvenile Detention Center

FY22

Title I, Part D, Subpart 2 Formal Agreement For Local educational Agencies and Correctional Facilities

This agreement, made and entered into on this the 5th day of October, 2021, by and between the Baldwin County Board of Education, hereafter referred to as the Local Educational Agency (LEA), and the Baldwin County Commission concerning the Baldwin County Regional Juvenile Detention Center, 43405 Nicholasville Rd, Bay Minette, AL hereafter referred to as the facility contains the following provisions:

Whereas, the purpose of this subpart Sec. 1421 is to support the operation of local educational agency programs that involve collaboration with locally operated correctional facilities: To carry out high quality educational programs to prepare children and youth for secondary school completion, training, employment, or further education; To provide activities to facilitate the transition of such children and youth from the correctional program to further education or employment; and To operate programs in local schools for children and youth returning from correctional facilities which may serve at-risk children and youth.

Whereas, Sec. 1425 requires that each correctional facility entering into an agreement with a local educational agency under section 1423(2) to provide services to children and youth under this subpart shall –

- 1) where feasible, ensure that educational programs in the correctional facility are coordinated with the student's home school. Particularly with respect to a student with an individualized educational program under part B of the individual with disabilities education act.
- 2) If the child or youth is identified as in need of special education services while in the facility, notify the local school of the child or youth of such need;
- 3) Where feasible, provide transition assistance to help the child or youth stay in school, including coordination of services for the family, counseling, assistance in accessing drug and alcohol abuse prevention programs, tutoring, and family counseling;
- 4) Provide support programs that encourage children and youth who have dropped out of school to reenter school once their term at the correctional facility has been completed or seek a secondary school diploma or its recognized equivalent;
- 5) Work to ensure the correctional facility is staffed with teachers and other qualified staff who are trained to work with children and youth with disabilities taking into consideration the unique needs of such children and youth;
- 6) Ensure that educational programs in the correctional facility are related to assisting students to meet high academic achievement standards;
- 7) To the extent possible, use technology to assist in coordinating educational programs between the correctional facility and the community school;

- 8) Where feasible; involve parents in efforts to improve the educational achievement of their children and prevent the further involvement of such children in delinquent activities;
- 9) Coordinate funds received under this subpart with other local, State, and Federal funds available to provide services to participating children and youth, such as funds made available under title I of Public law 105 – 220, and vocational and technical education funds;
- 10) Coordinate programs operated under this subpart with activities funded under the juvenile Justice and Delinquency Prevention Act of 1974 and other comparable programs, if applicable; and
- 11) If appropriate, work with local businesses to develop training, curriculum-based youth entrepreneurship education, and mentoring programs for children and youth.

Whereas, the correctional facility shall attach to this agreement documentation of licensure.

Whereas, the local educational agency shall provide the following services to children and youth serving in the named correctional facility at the listed cost:

(List specific services that will be provided and cost)

Service	Cost
Instruction, Intervention and Remediation Materials and Supplies	\$2,000.00

Whereas, the local educational agency is the fiscal agent of the grant, it is the local agencies responsibility to monitor and ensure that the provision of the agreement is carried out. All records, reports, document, and purchased materials shall remain the property of the local educational agency/state.

If all provisions have been satisfied, this agreement shall be effective the 1st day of October 2021 expiring the 30th day of September 2022.

In witness whereof, the above-named parties have executed this act in the presence of the undersigned competent witnesses.

Witnesses:

LEA Neglected or Delinquent Coordinator

LEA Superintendent

WAYNE DYESS, County Administrator

JOE DAVIS III, Chairman

STATE OF ALABAMA
DEPARTMENT OF YOUTH SERVICES
LICENSE

THIS CERTIFIES THAT
Baldwin County Regional Juvenile Detention Center
HAS SUCCESSFULLY MET ALL MINIMUM STANDARDS TO OPERATE

Baldwin County Regional Juvenile Detention Center (Capacity 30)
43405 Nicholsville Road
Bay Minette, Alabama 36507

AND IS HEREBY LICENSED TO OPERATE SAID FACILITY FOR 01/31/2021 – 01/30/2022
IN WITNESS WHEREOF WE HEREBY SUBSCRIBE OUR SIGNATURES,
THIS DAY 22th OF APRIL, 2021.




Youth Services Director


Director, Licensing and Standards



Baldwin County Commission

Agenda Action Form

File #: 22-0041, **Version:** 1

Item #: BQ1

Meeting Type: BCC Regular Meeting

Meeting Date: 10/5/2021

Item Status: New

From: Wayne Dyess, County Administrator

Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Animal Shelter - Employment of One (1) Animal Control Technician Position

STAFF RECOMMENDATION

Approve the employment of Cortney Underwood to fill the open Animal Control Technician position (PID #5601) at a grade 304 (\$13.38 per hour / \$27,830.40 annually) to be effective no sooner than October 11, 2021.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Animal Control position was newly created in June 2021. The County Administrator respectfully requests that the above recommendation is approved.

FINANCIAL IMPACT

Total cost of recommendation: \$27,830.40 - budgeted

Budget line item(s) to be used: 10955410.51130

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

N/A

LEGAL IMPACT

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

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel - Implement Changes

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

Additional instructions/notes: N/A



Baldwin County Commission

Agenda Action Form

File #: 22-0043, **Version:** 1

Item #: BQ2

Meeting Type: BCC Regular Meeting

Meeting Date: 10/5/2021

Item Status: New

From: Brian Peacock, CIS Director

Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

CIS Department - Employment of One (1) Systems Administrator Position

STAFF RECOMMENDATION

Approve the employment of John Harville to fill the open Systems Administrator position (PID #983) at a grade S317 (\$59,500.00 annually) to be effective no sooner than October 11, 2021.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Systems Administrator position was vacated in September 2021. The CIS Director respectfully requests the above recommendation is approved.

FINANCIAL IMPACT

Total cost of recommendation: \$59,500.00 - budgeted

Budget line item(s) to be used: 10051965.51130

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

N/A

LEGAL IMPACT

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

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel - Implement Changes

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

Additional instructions/notes: N/A



Baldwin County Commission

Agenda Action Form

File #: 22-0042, **Version:** 1

Item #: BQ3

Meeting Type: BCC Regular Meeting

Meeting Date: 10/5/2021

Item Status: New

From: Joey Nunnally, County Engineer

Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Highway Department (Bay Minette) - Promotion of Employee

STAFF RECOMMENDATION

Approve the promotion of Cody Simpson from the Landscape Technician I position (PID #531), grade 306 (\$14.746 per hour / \$30,671.68 annually), in the Parks Department (14457200) to fill the open Operator Technician I position (PID #5561) at a grade 307 (\$15.926 per hour / \$33,126.08 annually) to be effective no sooner than October 11, 2021.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Operator Technician I position was vacated in September 2021. The County Engineer respectfully requests that the above recommendation is approved.

FINANCIAL IMPACT

Total cost of recommendation: \$33,126.08 - budgeted

Budget line item(s) to be used: 11153111.51130

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

N/A

LEGAL IMPACT

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

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel - Implement Changes

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

Additional instructions/notes: N/A



Baldwin County Commission

Agenda Action Form

File #: 22-0044, **Version:** 1

Item #: BQ4

Meeting Type: BCC Regular Meeting

Meeting Date: 10/5/2021

Item Status: New

From: Ron Ballard, JDC Director

Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Juvenile Detention Center - Employment of One (1) Detention Technician Position

STAFF RECOMMENDATION

Approve the employment of Nicolas Brown to fill the open Detention Technician (PID #5316) at a grade 306 (\$14.750 per hour / \$30,680.00 annually) to be effective no sooner than October 11, 2021.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Detention Technician position was vacated in August 2021. The JDC Director respectfully requests that the above recommendation is approved.

FINANCIAL IMPACT

Total cost of recommendation: \$30,680.00 - budgeted

Budget line item(s) to be used: 10652610.51130

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

N/A

LEGAL IMPACT

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

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel - Implement Changes

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

Additional instructions/notes: N/A



Baldwin County Commission

Agenda Action Form

File #: 22-0045, **Version:** 1

Item #: BQ5

Meeting Type: BCC Regular Meeting

Meeting Date: 10/5/2021

Item Status: New

From: Wayne Dyess, County Administrator

Madison Steele, Horticulturist

Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Parks Department - Personnel Changes

STAFF RECOMMENDATION

Take the following actions:

1) Approve the employment of Thomas Parker to fill the open Mechanic II position (PID #5524) at a grade 311 (\$19.19 per hour / \$39,915.20 annually); and

2) Approve the promotion of James Swearington from the part-time Park Attendant position (PID #17), grade 303 (\$12.746 per hour), in the Archives Department (10651906) to fill the open Landscape Technician I position (PID #5138), grade 306 (\$15.488 per hour / \$32,215.04 annually), with said salary due to the additional Live Oak Landing duties, in the Parks Department (14457200).

These actions to be effective no sooner than October 11, 2021.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Mechanic II position was newly created in June 2021, and the Landscape Technician I position was vacated in September 2021. The County Administrator respectfully requests that the above recommendations are approved.

FINANCIAL IMPACT

Total cost of recommendation: \$72,130.24 - budgeted

Budget line item(s) to be used: 14457200.51130

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel - Implement Changes

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

Additional instructions/notes: N/A



Baldwin County Commission

Agenda Action Form

File #: 22-0046, **Version:** 1

Item #: BQ6

Meeting Type: BCC Regular Meeting

Meeting Date: 10/5/2021

Item Status: New

From: Teddy Faust, Revenue Commissioner

Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Revenue Commission - Employment of One (1) Assessment Support Technician I Position

STAFF RECOMMENDATION

Approve the employment of Dana Cortez to fill the open Assessment Support Technician I position (PID #5513) at a grade 305 (\$14.05 per hour / \$29,224.00 annually) to be effective no sooner than October 11, 2021.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Assessment Support Technician I position was newly created in July 2021. The Revenue Commissioner respectfully requests the above recommendation is approved.

FINANCIAL IMPACT

Total cost of recommendation: \$29,224.00 - budgeted

Budget line item(s) to be used: 10051600.51130

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

N/A

LEGAL IMPACT

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

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel - Implement Changes

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

Additional instructions/notes: N/A



Baldwin County Commission

Agenda Action Form

File #: 22-0049, **Version:** 1

Item #: BQ7

Meeting Type: BCC Regular Meeting

Meeting Date: 10/5/2021

Item Status: New

From: Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Personnel Department - MedOne, LC Pharmacy Benefit Administration Services Agreement

STAFF RECOMMENDATION

Approve and authorize the Chairman to execute the Pharmacy Benefit Administration Services Agreement proposal with MedOne, LC for prescription benefit administration to be effective January 1, 2022.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Prescription pharmacy prices have increased almost \$300,000 over the past four years. In an effort to decrease the amount of money that is spent on the increasing prescription drug prices every year, we asked Cobbs Allen to shop pharmacy companies. After meeting with different companies and analyzing proposals over the past two years, it was decided that MedOne, LC would provide the best prescription coverage with no disruption to the employee.

MedOne, LC provides co-pay assist programs for expensive specialty prescriptions, working directly with the pharmaceutical manufacturer to attain rebates for the drug, thus reducing the cost to the employee and the employer. Additionally, MedOne, LC offers a program called "Opioid Care Path" that mitigates high-risk indicators for opioid abuse.

With this agreement, the prescription drug benefit would no longer be covered under the Blue Cross Blue Shield of Alabama health insurance plan beginning January 1, 2022. Personnel will begin meeting with employees in October to start the process of the changeover and delivering informational materials.

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: Action Required: Return signed documents to Deidra Hanak

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

Additional instructions/notes: N/A



Baldwin County Commission

Agenda Action Form

File #: 22-0060, Version: 1

Item #: BR1

Meeting Type: BCC Regular Meeting

Meeting Date: 10/5/2021

Item Status: New

From: Matthew Brown, Planning and Zoning Director

Submitted by: Ashley Campbell, Natural Resource Planner

ITEM TITLE

Support for Baldwin County Water Monitoring Network Restore Project Submittal

STAFF RECOMMENDATION

Action item with discussion necessary - Brett Garr, Chairman of the Environmental Advisory Committee (EAC) and Leslie Gahagan, member of the EAC, will give the Commission an update on the EAC's efforts to support Baldwin County's Strategic Plan goal of protecting the natural environment and an update on the Dirt Road Study.

The EAC requests the County authorize staff to notify the Mobile Bay National Estuary Program that Baldwin County supports its Restore project submittal entitled "*Baldwin County Water Monitoring Network*." Currently, the County's support does not obligate the County to provide any funds. If the submittal is approved, additional information and request will be brought to the Commission.

If the Commission agrees with the request from the Environmental Advisory Committee, the following action is recommended:

Authorize staff to notify Mobile Bay National Estuary Program of Baldwin County Commission support of the Restore project submittal entitled "*Baldwin County Water Monitoring Network*." This approval does not obligate the County to provide any funds at this time.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Baldwin County Environmental Advisory Committee has been tasked with the Strategic Plan goal of protecting the natural environment by increasing transparency and accountability for watershed quality through regular testing and reporting of water quality and the ongoing development of partnerships with citizens and groups interested in the environment by 2021.

With a purpose of providing the tools to promote the wise stewardship of the waters of Baldwin County, Alabama, the MBNEP will partner with local, state and federal agencies to establish water monitoring network of existing and new sampling sites to determine trends in water quality and quantity, including identification of sources and types of contaminants, and partner with other local efforts to inventory septic tanks across the county to guide decisions relating to ensuring adequate quality and quantity of water in this rapidly growing county.

Goals:

- Improve understanding of groundwater quality and quantity across Baldwin County
- Improve understanding of surface water quality and quantity across Baldwin County
- Reduce pathogen loading into the waters of Baldwin County.

The EAC request that the Commission supports the MBNEP's project that will aid the County in reaching its Environmental Strategic goal of protecting the natural environment.

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: October 15, 2021

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

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

Provide copy of the Commission's approval to: ashley.campbell@baldwincountyal.gov

Additional instructions/notes: N/A



Baldwin County Commission

Agenda Action Form

File #: 22-0059, **Version:** 1

Item #: BR2

Meeting Type: BCC Regular Meeting

Meeting Date: 10/5/2021

Item Status: New

From: Matthew Brown, Planning Director

Submitted by: Matthew Brown, Planning Director

ITEM TITLE

Planning Jurisdiction Agreement with the City of Orange Beach

STAFF RECOMMENDATION

Adopt Resolution #2022-004 which approves the Planning Jurisdiction Agreement between the Baldwin County Commission, the City of Orange Beach, and the Planning Commission of the City of Orange Beach, governing the regulation of subdivisions outside the City's corporate limits but within the municipal planning jurisdiction.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background:

The Governor signed Act No. 2021-297 (SB107) into law on April 27, 2021. The Act became effective 90 days following the Governor's signature, on July 26, 2021. While Act No. 2021-297 amended several different sections of Alabama's Code, this item focuses on the amendments to §11-52-30 which authorize the County and the municipalities to enter into agreements that establish which entity is responsible for the review and approval of subdivisions within the municipal planning jurisdiction, outside the municipal corporate limits.

Legal Counsel for Baldwin County, Hope Hicks, has negotiated a Planning Jurisdiction Agreement with the City of Orange Beach. The Agreement grants the responsibility for the review and approval of subdivisions within the boundaries of the municipal planning jurisdiction, but outside the corporate limits, exclusively to the Baldwin County Commission.

Upon approval, the Planning and Zoning staff will advertise and record the agreement in accordance with the requirements of the statute.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: Hope Hicks, County Legal Counsel

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? Yes

If the proof of publication affidavit is not attached, list the reason: Advertising will take place after Commission approval.

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration Staff and Planning and Zoning Staff

Action required (list contact persons/addresses if documents are to be mailed or emailed):
County Commission Office - Send a copy of the signed agreement to the following:

City of Orange Beach
Kit Alexander
Director of Community Development
Post Office Box 2432
Orange Beach, Alabama 36561

Commission Administration - Update the following BCAP Libraries:
Resolution, Planning Jurisdiction and Contracts

Senior Planner - Update Planning Jurisdiction Layer in GIS and Associated Maps

Additional instructions/notes: N/A

City of
Orange Beach
A L A B A M A
Life is better here



September 21, 2021

Mr. Matthew Brown
Baldwin County Planning & Zoning
22251 Palmer Street
Robertsdale, AL 36567

RE: Orange Beach Planning Jurisdiction Agreement

Dear Mr. Brown:

Please find attached the executed Orange Beach Planning Jurisdiction as requested. Please email me a digital copy of the agreement upon complete execution of the agreement.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kit Alexander", with a long horizontal line extending to the right.

Kit Alexander
Director

**COMMUNITY DEVELOPMENT
P.O. BOX 2432, 4101 ORANGE BEACH BLVD.
ORANGE BEACH, ALABAMA 36561
PHONE: 251.974.5398**

RESOLUTION NO. 21-178

**A RESOLUTION AUTHORIZING EXECUTION OF AN
AGREEMENT BETWEEN THE BALDWIN COUNTY COMMISSION,
THE CITY OF ORANGE BEACH, AND THE
PLANNING COMMISSION OF THE CITY OF ORANGE BEACH
CONCERNING THE EXERCISE OF SUBDIVISION REGULATIONS WITHIN THE
PLANNING JURISDICTION OF THE MUNICIPAL PLANNING COMMISSION**

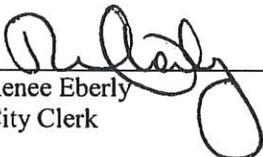
FINDINGS:

1. Act 2021-297 regulating municipal police and planning jurisdictions was signed into law by Governor Kay Ivey on April 27, 2021, and taking effect 90 days following its passage and approval by the Governor.
2. In response, Baldwin County Commission has proposed an agreement concerning the exercise of subdivision regulations within the planning jurisdiction of the municipal planning commission.
3. After having reviewed said agreement (attached Exhibit A), the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ORANGE BEACH, ALABAMA, AS FOLLOWS:

1. That the Mayor is hereby authorized to execute an agreement in substantially the form and of substantially the content now before the Council between the City of Orange Beach, the Planning Commission of the City of Orange Beach, and the Baldwin County Commission, as an act for and on behalf of the City of Orange Beach subject to final approval by the City Attorney; and
2. That this Resolution shall become effective immediately upon its adoption.

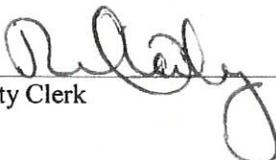
ADOPTED THIS 17th DAY OF AUGUST, 2021.



Renee Eberly
City Clerk

CERTIFICATE

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 21-178, which was duly and legally adopted at a regular meeting of the City Council on August 17, 2021.



City Clerk

Resolution #2021-004

**AGREEMENT BETWEEN
THE BALDWIN COUNTY COMMISSION,
THE CITY OF ORANGE BEACH
AND THE
PLANNING COMMISSION OF THE CITY OF ORANGE BEACH
CONCERNING THE EXERCISE OF SUBDIVISION REGULATIONS
WITHIN THE PLANNING JURISDICTION OF THE
MUNICIPAL PLANNING COMMISSION**

The BALDWIN COUNTY COMMISSION, the governing body of Baldwin County, Alabama (hereinafter referred to as the "COMMISSION"), the CITY OF ORANGE BEACH, an Alabama municipal corporation (hereinafter referred to as the "MUNICIPALITY"), and the PLANNING COMMISSION OF THE CITY OF ORANGE BEACH (hereinafter referred to as the "MUNICIPAL PLANNING COMMISSION"), hereby enter into an agreement, the terms and conditions of which shall govern the regulation of subdivisions outside the MUNICIPALITY's corporate limits but within the MUNICIPAL PLANNING COMMISSION's planning jurisdiction for a period of time until July 25, 2023.

1. The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that the planning jurisdiction of the MUNICIPALITY shall include all land located in the corporate limits of the MUNICIPALITY.
2. The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that the COMMISSION shall be responsible for all regulation of subdivision planning outside the corporate limits of the MUNICIPALITY.
3. The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that the boundaries for the land subject to the provisions of this Agreement may automatically change from time to time as permitted by state law, and such changes shall not affect the validity or enforceability of this Agreement, except as expressly limited herein.
4. The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that if any portion of a proposed subdivision is located within the MUNICIPAL PLANNING COMMISSION'S planning jurisdiction and outside the corporate limits of the MUNICIPALITY, the subdivision regulations of the MUNICIPALITY shall apply.
5. Except as provided in paragraph 3 regarding the automatic adjustment of planning jurisdiction boundaries as permitted by state law, it is expressly understood that this Agreement can be modified or amended only by mutual action of the COMMISSION, the MUNICIPALITY, and the MUNICIPAL PLANNING COMMISSION, whenever such modification is needed.

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

7. The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that any previous Agreement entered into between the COMMISSION, MUNICIPALITY, and/or MUNICIPAL PLANNING COMMISSION regarding the regulation of subdivisions outside the MUNICIPALITY'S corporate limits but with the MUNICIPAL PLANNING COMMISSION'S planning jurisdiction, is hereby terminated and replaced by this Agreement.

8. This Agreement shall become effective on the later of the following two dates: (1) July 26, 2021, or (2) the date upon which the last of the following have been completed: a resolution adopted by the COMMISSION approving this Agreement, an ordinance adopted by the MUNICIPALITY approving this Agreement, and a resolution adopted by the MUNICIPAL PLANNING COMMISSION approving this Agreement.

9. This Agreement shall be published once a week for two consecutive weeks in a newspaper of general circulation in both the County and the MUNICIPALITY.

IN WITNESS WHEREOF, the parties have set their hands and seals, by and through their duly authorized representatives, on the dates indicated below with the full intent and authority to bind the parties hereto.

[SIGNATURES ON THE FOLLOWING PAGE]

COMMISSION:

BALDWIN COUNTY COMMISSION

ATTEST:

Wayne Dyess
County Administrator

By: Joe Davis, III
Its: Chairman

MUNICIPALITY:

ORANGE BEACH,
ALABAMA

ATTEST:



By: Renee Eberly
Its: City Clerk

By: Tony Kennon
Its: Mayor

MUNICIPAL PLANNING COMMISSION:

PLANNING COMMISSION OF THE
CITY OF ORANGE BEACH, ALABAMA

By: DUTB STA
Its: Chairman

STATE OF ALABAMA
COUNTY OF BALDWIN

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

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

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

STATE OF ALABAMA
COUNTY OF BALDWIN

I, Rebekah M. Mathis, a Notary Public in and for said County in said State, hereby certify that Tony Kennon, whose name as Mayor of the ORANGE BEACH, ALABAMA, and Renee Eberly, whose name as City Clerk of the ORANGE BEACH, ALABAMA, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of such instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said municipality on the day the same bears date.

Given under my hand and seal this 14th day of September, 2021.

Rebekah M. Mathis
Notary Public, Baldwin County, Alabama
My Commission Expires: 6-28-25



STATE OF ALABAMA
COUNTY OF BALDWIN

I, SUNSHINE SMITH, a Notary Public in and for said County in said State, hereby certify that ROBERT STUART, whose name as Chairman of the PLANNING COMMISSION OF THE CITY OF ORANGE BEACH, ALABAMA, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Planning Commission on the day the same bears date.

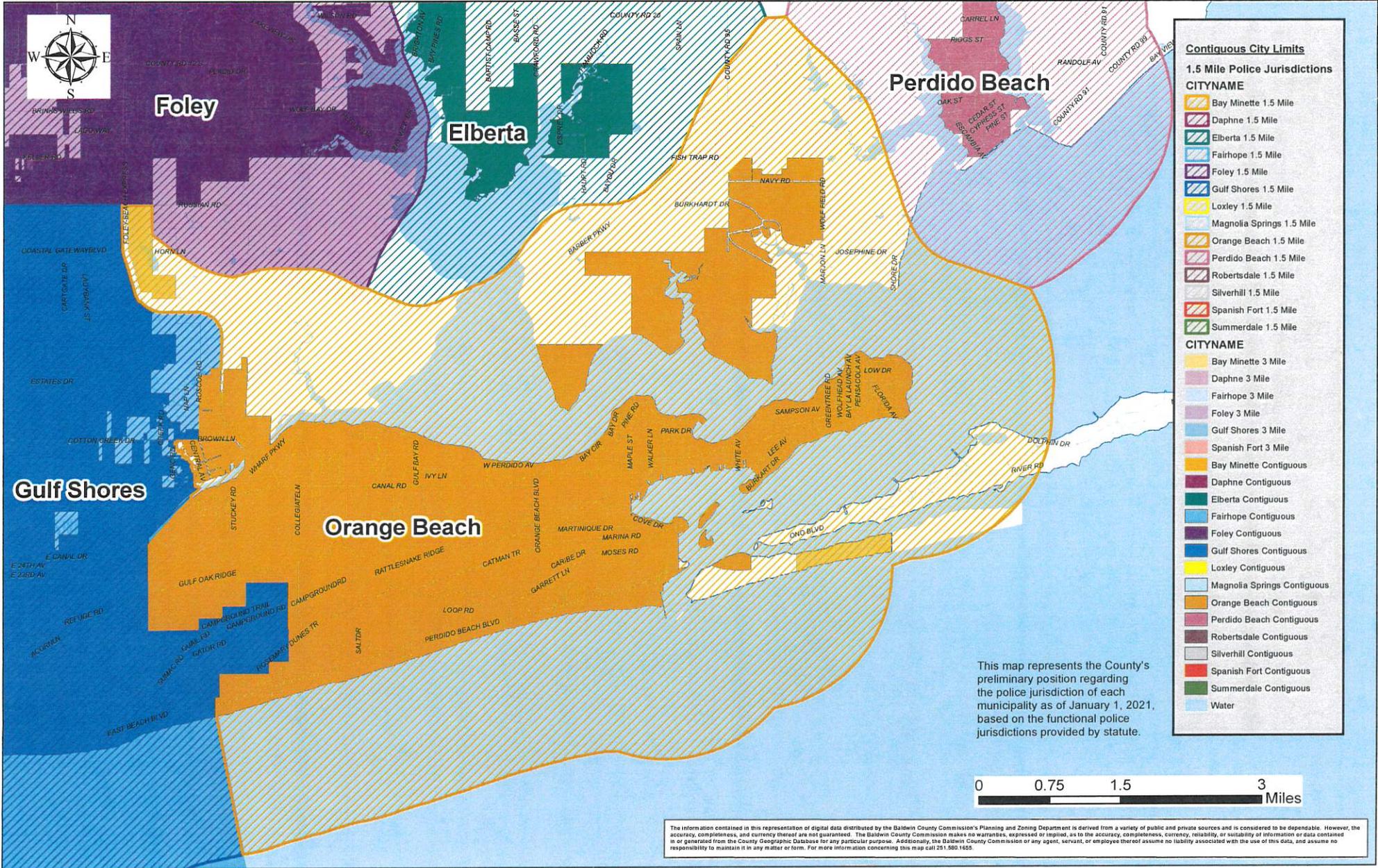
Given under my hand and seal this 20 day of SEPTEMBER, 2021.

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

Sunshine Smith
Notary Public, Alabama State At Large
My Commission Expires June 19, 2024



Exhibit A – [MUNICIPALITY] Police Jurisdiction as of January 1, 2021





Baldwin County Commission

Agenda Action Form

File #: 22-0065, **Version:** 1

Item #: CA1

Meeting Type: BCC Regular Meeting

Meeting Date: 10/5/2021

Item Status: New

From: Wayne Dyess, County Administrator

Submitted by: Kristen M. Rawson, Assistant Administrative Services Manager

ITEM TITLE

Miss Alabama 2021, Lauren Bradford

STAFF RECOMMENDATION

Miss Alabama 2021, Lauren Bradford, will be present at the October 5, 2021, Regular Meeting to address the Commission.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Miss Alabama 2021 Lauren Bradford is from Gulf Shores, Alabama. A violinist, she will represent Alabama at the 2022 Miss America competition in December of 2021. Lauren is a summa cum laude graduate of Auburn University where she received many academic honors and scholarships, and after her year of service as Miss Alabama she will attend Vanderbilt University to pursue an advanced degree in finance.

Lauren also served as Miss Alabama's Outstanding Teen in 2017 and created a program called *UNPLUG: The Digital Diet Plan*, which teaches people of all ages practical steps to achieve a balanced approach to the use of technology and avoid the harmful effects of overuse. Lauren was awarded a Proclamation from the United States House of Representatives at the U.S. Capitol in Washington, D.C., and Alabama Governor Kay Ivey declared February 17th "*Unplug Day*" in the state of Alabama. Lauren also received a Proclamation from the Mayor and City of Gulf Shores and is one of only six people ever to be awarded a key to the City of Gulf Shores and Orange Beach.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

N/A

LEGAL IMPACT

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

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

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

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

N/A

Additional instructions/notes: N/A



Baldwin County Commission

Agenda Action Form

File #: 22-0012, **Version:** 1

Item #: CA2

Meeting Type: BCC Regular Meeting

Meeting Date: 10/5/2021

Item Status: New

From: Wayne Dyess, County Administrator

Submitted by: Keri E. Green, Commission Executive Assistant

ITEM TITLE

Proclamation - Domestic Violence Awareness Month - October 2021

STAFF RECOMMENDATION

Adopt a Proclamation which proclaims October 2021, as Domestic Violence Awareness Month in Baldwin County, Alabama.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Ms. Rhyon Ervin, Executive Director of The Lighthouse, has requested the Commission proclaim the month of October, 2021, as Domestic Violence Awareness Month in Baldwin County.

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 - Print proclamation, obtain signatures prior to the meeting, and place in presentation binder.

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

Additional instructions/notes: A representative from The Lighthouse will be in attendance to accept the Proclamation.



BALDWIN COUNTY COMMISSION
BALDWIN COUNTY, ALABAMA

PROCLAMATION

**A PROCLAMATION DECLARING OCTOBER 2021, AS DOMESTIC
VIOLENCE AWARENESS MONTH IN BALDWIN COUNTY, ALABAMA.**

WHEREAS, domestic violence is a serious crime that affects people of all races, ages, genders, and income levels; and

WHEREAS, domestic violence is widespread and affects more than four million Americans each year; and

WHEREAS, one in three Americans have witnessed an incident of domestic violence; and

WHEREAS, children that grow up in violent homes are believed to be abused and neglected at a rate higher than the national average; and

WHEREAS, domestic violence costs the nation billions of dollars annually in medical expenses, police and court costs, shelters, foster care, sick leave, absenteeism, and non-productivity; and

WHEREAS, only a coordinated community effort will put a stop to this heinous crime; and

WHEREAS, Domestic Violence Awareness Month provides an excellent opportunity for citizens to learn more about preventing domestic violence and to show support for the numerous organizations and individuals who provide critical advocacy, services, and assistance to victims; now therefore

BE IT PROCLAIMED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, that we hereby set aside October 2021, as Domestic Violence Awareness Month and urge the citizens of Baldwin County, Alabama, to work together to eliminate domestic violence from our community.

IN WITNESS WHEREOF, we have hereunto set our hands and caused the Seal of the County of Baldwin to be affixed at the County Seat in Bay Minette, Alabama, on this the 5th day of October, 2021.

Commissioner Joe Davis, III
Chairman

Commissioner James E. Ball
Vice Chairman

Commissioner Billie Jo Underwood

Commissioner Charles F. Gruber



Baldwin County Commission

Agenda Action Form

File #: 22-0020, **Version:** 1

Item #: CA3

Meeting Type: BCC Regular Meeting

Meeting Date: 10/5/2021

Item Status: New

From: Wayne Dyess, County Administrator, Felisha Anderson, Archives Director/County Archivist

Submitted by: Felisha Anderson, Archives Director/County Archivist

ITEM TITLE

Proclamation - Archives Month - October 2021

STAFF RECOMMENDATION

Adopt a Proclamation which proclaims October 2021 as "Archives Month" in Baldwin County, Alabama.

BACKGROUND INFORMATION

Previous Commission action/date: October 6, 2020 - Baldwin County Commission during its regularly scheduled meeting proclaimed October 2020, as "Archives Month" in Baldwin County, Alabama.

Background: The Society of American Archives, the Council of State Archivist, and individual archives around the country designates October as a time to focus on the importance of historical records and help citizens understand what archivists do to maintain and preserve them. Although the profession is sometimes overlooked, archives play an important role in preserving the American story. Like archivists everywhere, staff of the Baldwin County Department of Archives and History work daily to maintain Baldwin County's history and make it available to the public.

In honor of this celebration, staff invites the community to take part in activities throughout the month to learn more about Baldwin County's history.

Thursday, October 7, 2021 - Hosted by the Baldwin County Department of Archives and History, the Removal of the Baldwin County Seat reenactment and storytelling event will be held at the Courthouse in Bay Minette from 5:30 p.m. - 7:30 p.m.

Monday, October 11, 2021 - Archives staff will post on social media posts on the importance of electronic records and digital preservation issues in government and in our lives, and introduce residents to the types of records held at Archives and explain how to use Baldwin County Records in their research.

October 25, 2021, through October 29, 2021 - "Tales from Baldwin County Archives" - Archives staff will post tales of Baldwin County on the Archives and History Facebook page.

Felisha Anderson, Baldwin County Archives Director and the Archives and History staff will attend the October 5, 2021 meeting to accept the proclamation.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration - Print proclamation, obtain signatures prior to the meeting, and place in presentation binder.

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

Additional instructions/notes: N/A



BALDWIN COUNTY COMMISSION
BALDWIN COUNTY, ALABAMA

PROCLAMATION

PROCLAIMING OCTOBER 2021, AS “ARCHIVES MONTH” IN BALDWIN COUNTY, ALABAMA.

WHEREAS, archival records contain information of enduring value to the communities, institutions, and citizens of Baldwin County and are essential for understanding the past, coping with the present, and preparing for the future; and

WHEREAS, archival records protect the rights of citizens; provide transparency and accountability for the action of government; document the growth of our economy and institutions; and connect today’s generations with the legacies of their forebears; and

WHEREAS, archival records support research into health, environmental, social, and economic issues; provide vital resources for the education of our young people; and form the basis of programs for the edification and enjoyment of the general public; and

WHEREAS, Baldwin County’s professional archivist and staff play a crucial role in identifying, preserving, and making available these records; and

WHEREAS, through these archives, future generations of Baldwin County can more accurately study the past, learn from the accomplishments of their predecessors, trace their ancestors, understand their community’s pride of place, confirm property rights, and maintain laws, while celebrating the history of our county; and

WHEREAS, October has been declared National Archives Month in the United States by the Society of American Archivists and the International Council on Archives and it is fitting that Baldwin County join in this observation; now therefore

BE IT PROCLAIMED BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, that the Baldwin County Commission hereby proclaims October 2021 as “Archives Month,” in Baldwin County, Alabama, and encourages the public to visit the Baldwin County Archives facility and other archives and museums throughout the area.

IN WITNESS WHEREOF, we have hereunto set our hands and caused the Seal of the County of Baldwin to be affixed at the County Seat in Bay Minette, Alabama, on this 5th day of October 2021.

Commissioner Joe Davis, III
Chairman

Commissioner James E. Ball
Vice Chairman

Commissioner Billie Jo Underwood

Commissioner Charles F. Gruber



Baldwin County Commission

Agenda Action Form

File #: 22-0026, **Version:** 1

Item #: CA4

Meeting Type: BCC Regular Meeting

Meeting Date: 10/5/2021

Item Status: New

From: Shannon Spivey, Customer Relationship Manager

Submitted by: Shannon Spivey, Customer Relationship Manager

ITEM TITLE

Proclamation - Customer Service Week - October 4-8, 2021

STAFF RECOMMENDATION

Adopt a Proclamation which proclaims and recognizes October 4-8, 2021, as "Customer Service Week" in Baldwin County, Alabama.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: In 1992, Congress proclaimed Customer Service Week a nationally recognized event, celebrated annually during the first full week in October. The official 2021 Customer Service Week theme is "The Power of Service" which recognizes the power of those on the frontlines serving our neighbors, our citizens, and our visitors, especially during a time when so many things seem outside of our power and control.

In honor of this celebration, the County Commission wants to acknowledge the transformative power of service and show appreciation for County employees' willingness and dedication to addressing the needs of the citizens of Baldwin County.

Shannon Spivey, Customer Relationship Manager, and representatives from various County departments will be present to accept this Proclamation.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

N/A

LEGAL IMPACT

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

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration - Print proclamation, obtain signatures prior to the meeting, and place in presentation binder.

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

N/A

Additional instructions/notes: N/A



**BALDWIN COUNTY COMMISSION
BALDWIN COUNTY, ALABAMA**

PROCLAMATION

**PROCLAIMING OCTOBER 4-8, 2021, AS NATIONAL CUSTOMER SERVICE WEEK
IN BALDWIN COUNTY, ALABAMA.**

WHEREAS, Baldwin County Commission employees use their attentiveness, clear communication skills, knowledge of our county, compassion and problem-solving abilities to provide an excellent customer experience for everyone they serve; and

WHEREAS, Baldwin County Commission employees represent a wide range of occupations and possess a broad array of skills and expertise to serve Baldwin County well; and

WHEREAS, Baldwin County Commission employees are caring and compassionate customer service-oriented workers who have our citizens' and visitors' best interest at heart; and

WHEREAS, Baldwin County Commission employees strive to provide excellent customer service to all of Baldwin County - from the beaches along the Gulf of Mexico, all the way to our North Baldwin boundaries, from the Eastern Shore, to the Alabama/Florida line and everywhere in between, serving our residents, visitors, and businesses throughout all 2,027 square miles with dedication and commitment; and

WHEREAS, in 1992, President George Bush and the Congress designated the first full week in October of each year as "National Customer Service Week" and the Commission wishes to recognize the Baldwin County Commission employees for their hard work and dedication and encourage all to observe this week with appropriate programs and activities; now therefore

BE IT PROCLAIMED BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, that we hereby proclaim October 4-8, 2021, as NATIONAL CUSTOMER SERVICE WEEK in Baldwin County, Alabama.

IN WITNESS WHEREOF, we have hereunto set our hands and caused the Seal of the County of Baldwin to be affixed at the County Seat in Bay Minette, Alabama, on this the 5th day of October 2021.

Commissioner Joe Davis, III, Chairman

ATTEST:

Wayne A. Dyess, County Administrator



Baldwin County Commission

Agenda Action Form

File #: 22-0037, **Version:** 1

Item #: EA1

Meeting Type: BCC Regular Meeting

Meeting Date: 10/5/2021

Item Status: New

From: Cian Harrison, Clerk/Treasurer

Dana Austin, Accounting Manager

Submitted by: Robin Benson, Accounts Payable Supervisor

ITEM TITLE

Payment of Bills

STAFF RECOMMENDATION

Pay bills totaling \$13,914,572.87 (thirteen million, nine hundred fourteen thousand, five hundred seventy-two dollars and eighty-seven cents) with the exception of those vendors Commissioners requested to be pulled, which are listed in the Baldwin County Accounts Payable Payments.

Of this amount, \$10,706,687.30 (ten million, seven hundred six thousand, six hundred eighty-seven dollars and thirty cents) is payable to the Baldwin County Board of Education and \$663,814.49 (six hundred sixty-three thousand, eight hundred fourteen dollars and forty-nine cents) is payable to the Gulf Shores Board of Education for their portion of the County Sales and Use Tax.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: N/A

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

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

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

Additional instructions/notes: N/A

A/P Vendors Exceeding \$20,000

Commission Meeting: October 5, 2021

<u>Vendor Name</u>		<u>Brief Description</u>
Baldwin County Board of Education	9,012,859.95	Sales Tax
	1,693,827.35	Use Tax
	338,058.36	Casual Sales Tax; Aug 2021
Gulf Shores Board of Education	541,270.03	Sales Tax
	122,544.46	Use Tax
	23,414.38	Casual Sales Tax; Aug 2021
Regions Bank Corp Trust	184,529.17	2020 PBA Lease; Oct 2021
	117,237.46	2021 PBA LeaSE; Oct 2021
	2,100.00	Series 2012 BI #4971 Annual Fees
Thompson Tractor	255,224.00	Caterpillar 140; Hwy Equipment
	27,127.57	Repair and Maintenance
Coastal Alabama Community College	188,509.55	Sales Tax
	1,185.39	Casual Sales Tax; Aug 2021
Vulcan Materials Co	105,253.85	Road Building Materials
Symbol Health Solutions, LLC	81,155.26	Medical; Aug 2021
The Bridge, Inc.	78,734.00	Contract Services
Baldwin Youth Services	77,724.85	Sales Tax
	488.82	Casual Sales Tax; Aug 2021
Partners Managing General Underwriters	63,559.71	Stop Loss; Oct 2021
Davison Oil Company, Inc.	63,287.15	Fuel
District Attorney's Office	39,099.22	Sales Tax
	16,087.18	Tobacco Tax Distribution; Aug 2021
	2,400.42	Mental Health Court; Aug 2021
	244.41	Casual Sales Tax; Aug 2021
Neel-Schaffer, Inc.	54,627.53	Professional Services
Alta Pointe Health Systems, Inc.	47,520.00	Cigarette Tax; Aug 2021
Otto Environmental Systems	44,630.30	Garbage Carts
South Alabama Regional	41,116.63	Temporary Labor
Volkert, Inc.	38,788.43	Contract Services; Hwy
Juvenile Detention Facility	36,049.66	Cigarette Tax; Aug 2021
Cascade Engineering, Inc.	35,849.60	Garbage Carts
TTL, Inc.	17,420.50	Professional Services
	15,576.91	Contract Services
Baldwin County Economic Development	29,326.20	Sales Tax
Thompson Engineering	26,734.70	Engineering Services
TOTAL	13,423,563.00	

**Baldwin County Commission
Accounts Payable Payments
October 5, 2021**

Vendor Summary	Totals
1 4IMPRINT INC	6,810.75
2 A & M PORTABLES INC	115.00
3 AARON MEDIA SERVICES	3,000.00
4 ACTIVE 911 INC	45.80
5 ADAMS AND REESE LLP	12,000.00
6 ADT SECURITY SERVICES INC	58.89
7 ADVANCED ASPHALT PRODUCTS, LLC.	2,160.00
8 AIRGAS USA LLC	1,201.85
9 AL STATE DEPT OF REVENUE	24.25
10 AL STATE DEPT OF TRANSPORTATION	696.03
11 ALABAMA MEDIA GROUP	2,202.07
12 ALABAMA PIPE & SUPPLY CO INC	16,030.44
13 ALABAMA TRANSPORTATION ASSN	1,000.00
14 ALTA POINTE HEALTH SYSTEMS INC	47,520.00
15 AMBER HANSEN	11.76
16 ANDREW'S DIESEL & AUTOMOTIVE REPAIR	3,233.27
17 ARROW EXTERMINATORS INC	1,123.00
18 ASHBERRY LANDFILL LLC	123.00
19 ASHLEY Q BIDWELL	339.12
20 AUM, GEOSPATIAL RESEARCH INSTITUTE	200.00
21 AUTO ZONE - ROBERTSDALE	132.65
22 B&H PHOTO & ELECTRONICS CORP	726.25
23 BALDWIN ANIMAL CLINIC PC	1,270.17
24 BALDWIN CNTY BOARD OF EDUCATION	11,044,745.66
25 BALDWIN CNTY CORONER'S OFFICE	1,809.74
26 BALDWIN CNTY ECONOMIC DEVELOPMENT	29,326.20
27 BALDWIN CNTY FAMILY VIOLENCE PROJECT	2,457.94
28 BALDWIN CNTY HUMAN RESOURCES DEPT	819.32
29 BALDWIN CNTY PROBATE COURT	25.00
30 BALDWIN CNTY SHERIFF'S BOYS RANCH	2,457.94
31 BALDWIN CNTY SHERIFF'S OFFICE	6,011.69
32 BALDWIN CNTY SOLID WASTE	216.00
33 BALDWIN COUNTY VICTORY POLARIS LLC	673.86
34 BALDWIN EMERGENCY MEDICAL SERVICE	1,950.00
35 BALDWIN EYE CLINIC	167.00
36 BALDWIN TRACTOR & EQUIPMENT CO	1,672.62
37 BALDWIN YOUTH SERVICES	78,213.67
38 BAY IMAGES	375.70
39 BAY MINETTE ANIMAL CLINIC	456.00
40 BAY MINETTE BUILDING SUPPLY	641.74
41 BAY MINETTE LAND CO	1,000.00
42 BAY MINETTE YOUTH PROGRAM	2,457.94
43 BAY PEST CONTROL COMPANY INC	659.00
44 BAY SIDE RUBBER & PRODUCTS	1,666.41
45 BB&T-CREATIVE PAYMENT SOLUTIONS	149.50

**Baldwin County Commission
Accounts Payable Payments
October 5, 2021**

Vendor Summary	Totals
46 BEARD EQUIPMENT - MOBILE	4,500.00
47 BEARD EQUIPMENT - POWERPLAN	485.28
48 BOB BARKER CO INC	834.34
49 BRANDY BYRD	50.23
50 BRANDY LYNN MILSTID	366.00
51 BRENDA Q GANEY	3,433.34
52 BRENDA WALZ	194.66
53 BRIAN PIERCE	1,800.80
54 BUILDERS HARDWARE & SUPPLY CO.	156.87
55 CAMPBELL HARDWARE & SUPPLY CO	469.00
56 CARE HOUSE INC	6,144.82
57 CARMICHAEL ENGINEERING, INC.	4,960.00
58 CASCADE ENGINEERING INC	35,849.60
59 CDW - GOVERNMENT, INC	1,046.34
60 CENTRAL BALDWIN VETERINARY HOSPITAL	1,243.17
61 CERTIFIED LABORATORIES DIVISION	144.00
62 CHAMBERS GLASS	360.00
63 CHARM-TEX INC	313.50
64 CHUCK STEVENS CHEVROLET OF BAY MINETTE	1,628.55
65 CINDY HABER CENTER INC	10,241.38
66 CINTAS CORPORATION NO 2	10,103.67
67 CINTAS FIRST AID & SAFETY	148.10
68 CITY OF DAPHNE YOUTH PROGRAM	2,457.92
69 CITY OF FAIRHOPE YOUTH PROGRAM	2,457.94
70 CITY OF FOLEY YOUTH PROGRAM	2,457.94
71 CLAUDIA'S MUD HUT	227.18
72 COASTAL ALABAMA COMMUNITY COLLEGE	189,694.94
73 COASTAL BRT, LLC	6,750.00
74 COASTAL FIRE SOLUTIONS	3,582.02
75 COBLENTZ EQUIPMENT & PARTS CO	14,000.00
76 COCA COLA BOTTLING CO CONSOLIDATED	616.00
77 COMPLETE DKI	2,400.00
78 COPY PRODUCTS COMPANY	1,223.99
79 CORE COMPUTING SOLUTIONS INC	5,404.22
80 CORLEY AUTO CARE	120.00
81 CORPORATE BILLING	5,034.73
82 CORPORATE BILLING INC	522.79
83 CREEK CLEAN, LLC	994.50
84 CRITTER GITTER PEST CONTROL	125.00
85 CRYSTAL BATES	39.87
86 CYNTHIA TILL	366.00
87 DADE PAPER & BAG CO	8,813.47
88 DAVISON OIL COMPANY INC	63,287.15
89 DAWN HOUSE	2,457.94
90 DEANNA VICICH COX	1,500.00

**Baldwin County Commission
Accounts Payable Payments
October 5, 2021**

Vendor Summary	Totals
91 DELUXE FOR BUSINESS SALES INC	1,316.19
92 DENNIS ALUMINUM PRODUCTION	825.00
93 DEWBERRY ENGINEERS INC	8,286.55
94 DIAGNOSTIC & MEDICAL CLINIC	38.65
95 DILLON ANDERSON	106.60
96 DISTRICT ATTORNEY'S OFFICE	57,831.23
97 DUTCHMAN'S LAWN & GARDEN	205.55
98 DYKES VETERINARY CLINIC	1,890.80
99 ELBERTA PUMP REPAIR INC	440.00
100 ELVIE VIOLETTA SMITH	170.91
101 EMPIRE TRUCK SALES INC	4,171.80
102 EQUIPMENT SALES CO	2,427.45
103 EVANS & COMPANY	4,573.00
104 EXPRESS OIL CHANGE	175.41
105 EXPRESS OIL CHANGE -DAPHNE	49.72
106 FEDEX	209.81
107 FLEETPRIDE	3,514.09
108 GALL'S LLC	10,029.87
109 GAYLORD BROTHERS	2,306.33
110 GENERAL MACHINERY CO INC	2,463.06
111 GEORGE FRALIC	219.00
112 GRAYBAR ELECTRIC CO INC - MOBILE	645.00
113 GSP MARKETING INC	16,235.59
114 GULF COAST BUILDING SUPPLY & HARDWARE	238.63
115 GULF SHORES BOARD OF EDUCATION	687,228.87
116 GULF STATES DISTRIBUTORS	418.00
117 HEATHER ANN PLATO	38.30
118 HELEN WALTON	34.16
119 HERITAGE-CRYSTAL CLEAN LLC	100.00
120 HIGHLAND TECHNICAL SERVICES INC	1,114.50
121 HI-LINE	835.15
122 HILL'S PET NUTRITION INC	573.80
123 HOLLAND'S PAINT & BODY	1,142.10
124 HUNTER SECURITY INC	300.00
125 IMC-EMERGENCY PHYSICIANS	546.11
126 IMC-NORTH BALDWIN PHYSICIANS GROUP	124.17
127 INFIRMARY OCCUPATIONAL HEALTH PC	50.00
128 INGENUITY INC	4,000.00
129 INTERSTATE BILLING SERVICE INC	1,365.97
130 INTERVET INC.	1,500.00
131 ISBELL & ASSOC LLC	314.40
132 JANI KING OF MOBILE	783.91
133 JANICE SIBLEY	170.00
134 JAZZY CLEAN JANITORIAL	548.86
135 JODY L WISE	383.37

**Baldwin County Commission
Accounts Payable Payments
October 5, 2021**

Vendor Summary	Totals
136 JOEL VALENTI	122.20
137 JUVENILE DETENTION FACILITY	36,049.66
138 KEET CONSULTING SERVICES LLC	1,300.00
139 KELLY ANN MOONEY	170.00
140 KENDEL HENDERSON	94.08
141 KIMBALL MIDWEST	657.72
142 LORI G RUFFIN	175.50
143 LOWE'S - DAPHNE	691.28
144 LOWE'S - FOLEY	92.24
145 LOXLEY CWC GENERAL FUND	540.00
146 LSC ENVIRONMENTAL PRODUCTS	14,080.00
147 LYNETTE M SPALLER	2,500.00
148 MAC'S AUTOGLASS LLC	1,004.98
149 MARTIN MARIETTA MATERIALS	6,292.03
150 MARTINA PEREZ	30.91
151 MARY K WHITE	38.08
152 McGRIFF TIRE CO INC	326.83
153 MCKESSON MEDICAL	416.42
154 MCPHERSON OIL CO INC/DBA FUELMAN	1,427.32
155 MELISSA JEAN HARPER	60.00
156 METALS USA	468.75
157 MICHAEL DALTON HART	438.00
158 MIKE HOFFMAN'S EQUIPMENT SERV INC	399.00
159 MISSISSIPPI MOSQUITO CONTROL LLC	15,374.00
160 MOBILE ASPHALT CO LLC	5,936.14
161 MONTGOMERY ADVERTISER	1,279.65
162 MOYER FORD SALES INC	54.67
163 MWI ANIMAL HEALTH	1,143.69
164 NEEL-SCHAFFER INC	54,627.53
165 NEW DAIRY OPCO, LLC DBA BORDEN DAIRY	175.26
166 NOTARY PUBLIC UNDERWRITERS	119.50
167 OCV, LLC	3,480.00
168 OEC	279.02
169 OFFICE OF PROSECUTION SERVICES	358.92
170 ONETIME-REFUND	3,230.90
171 OPC NEWS, LLC	99.96
172 O'REILLY AUTO PARTS	5,930.39
173 OTTO ENVIRONMENTAL SYSTEMS	44,630.30
174 PAM'S EMBROIDERY & SEWING	513.00
175 PARTNERS MANAGING GENERAL UNDERWRITERS	63,559.71
176 PAULA BONNER	43.12
177 PEREGRINE SERVICES INC	18,340.68
178 PIGGLY WIGGLY FOLEY	251.64
179 POWER PRODUCTIONS INC	1,500.00
180 POWER SYSTEMS OF MS	3,360.00

**Baldwin County Commission
Accounts Payable Payments
October 5, 2021**

Vendor Summary	Totals
181 POWERPLAN	1,079.88
182 PULMONARY ASSOCIATES OF MOBILE	356.00
183 QCHC INC	11,654.82
184 QUADIENT LEASING USA, INC	2,924.55
185 REGIONS BANK CORP TRUST	303,866.63
186 ROBERTSDALE AUTO PARTS INC	4,632.42
187 SHARP ELECTRONICS CORPORATION	329.98
188 SHERWIN-WILLIAMS - US HWY 98/FOLEY	191.08
189 SMITH INDUSTRIAL SERVICE	2,865.50
190 SOFTWARE HOUSE INT dba SHI	1,815.30
191 SOUTH ALABAMA REGIONAL	41,116.63
192 SOUTH ALABAMA REGIONAL PLANNING COMM	544.88
193 SOUTH ALABAMA VENDING CO	230.55
194 SOUTHDATA INC	7,869.02
195 SOUTHEASTERN EQUIPMENT COMPANY	4,945.29
196 SOUTHEASTSKY LLC	625.00
197 SOUTHERN FIRE & SAFETY INC	1,877.50
198 SOUTHERN TIRE MART	2,004.68
199 SOUTHERNCARLSON SYSTEMS	1,142.68
200 STAPLES CONTRACT & COMMERCIAL INC	13,306.00
201 STATE OF ALABAMA DEPT OF LABOR	225.00
202 STEELFUSION CLINICAL TOXICOLOGY LAB, LLC	350.00
203 STOCKTON EQUIPMENT CO	1,587.87
204 STONE CROSBY PC	2,067.75
205 SUPERIOR COLLISION INC	378.00
206 SURGICAL ASSOC OF MOBILE	1,882.80
207 SUSAN ALLEN	377.20
208 SWEAT TIRE - BAY MINETTE	303.07
209 SWEAT TIRE - ROBERTSDALE	3,191.17
210 SYMBOL HEALTH SOLUTIONS LLC	81,155.26
211 TAB PRODUCTS CO, LLC/DBA GBS	27.43
212 TAMATHA GRAVES	170.00
213 TAMERON AUTOMOTIVE EASTERN SHORE	1,857.68
214 TANZIE SHOOTS	371.60
215 THE BLUE SHEET	120.00
216 THE BRIDGE INC	78,734.00
217 THE GALLERY	1,820.00
218 THE PRINT SHOP	35.00
219 THOMAS CHRISTOPHER ELLIOTT	961.63
220 THOMPSON ENGINEERING	26,734.70
221 THOMPSON TRACTOR CO	282,351.57
222 TONY'S TOWING INC	2,055.00
223 TRANE-MOBILE PARTS CENTER	2,043.04
224 TRANSUNION RISK & ALTERNATIVE	280.00
225 TRI-TECH FORENSICS INC	557.00

**Baldwin County Commission
Accounts Payable Payments
October 5, 2021**

Vendor Summary	Totals
226 TRUCK EQUIPMENT SALES INC	1,317.00
227 TSA INC	941.00
228 TTL, INC.	32,997.41
229 UNITED LABORATORIES	892.01
230 USA MEDICAL CENTER	1,795.15
231 VAN SCOYOC ASSOCIATES	9,500.00
232 VOLKERT INC	38,788.43
233 VSC FIRE & SECURITY INC	1,111.00
234 VULCAN MATERIALS CO	105,253.85
235 W H THOMAS OIL CO INC	4,093.75
236 W W GRAINGER	11,180.48
237 WALTER CURTIS CO LLC	46.00
238 WARRINER CONSTRUCTION	3,593.75
239 WASTE PRO OF FLORIDA	765.60
240 WESCO - FOLEY	374.06
241 WESCO RECEIVABLES CORP	1,426.40
242 WIDE OPEN N SIDEWAYS INC.	10,908.64
243 WILLIAMS SCOTSMAN INC	4,406.07
244 WITTICHEN SUPPLY - FOLEY	83.20
245 WOLFE-BAYFIEW FUNERAL HOMES & CREM, INC	395.00
246 WRIGHTS MOTOR PARTS INC	1,676.92
247 XEROX CORP	346.57
248 ZACK LONG	902.50
249 ZEP MANUFACTURING COMPANY	173.45
Grand Total	13,914,572.87

INVOICE ENTRY PROOF LIST

CLERK: RBENSON BATCH: 1249				NEW INVOICES				
VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
APPROVED PAID INVOICES								
123781	00000 REGIONS BANK COR	16223 2020 LEASE; OCT '21		M100521A	184,529.17	.00	.00	9206021
CASH 999	2021/12	INV 09/27/2021	SEP-CHK: N	DISC: .00			74,166.67	1099:
ACCT 10010	DEPT 555	DUE 10/05/2021	DESC:2020 LEASE; OCT '21			30410304 56211	110,362.50	1099:
123781	00000 REGIONS BANK COR	16224 2021 LEASE; OCT '21		M100521A	117,237.46	.00	.00	9206022
CASH 999	2021/12	INV 09/27/2021	SEP-CHK: N	DISC: .00			60,714.29	1099:
ACCT 10010	DEPT 555	DUE 10/05/2021	DESC:2021 LEASE; OCT '21			30410304 56211	56,523.17	1099:
2 APPROVED PAID INVOICES				TOTAL	301,766.63			
2 INVOICE(S)				REPORT POST TOTAL	301,766.63			

INVOICE ENTRY PROOF LIST

CLERK: RBENSON BATCH: 1252				NEW INVOICES				
VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
APPROVED PAID INVOICES								
14116	00000 BALDWIN CNTY BOA	16256 9272021		BE100521	10,706,687.30	.00	.00	9206023
CASH 999	2021/12	INV 09/27/2021	SEP-CHK: N	DISC: .00		100 23100	9,012,859.95	1099:
ACCT 10010	DEPT 555	DUE 10/05/2021	DESC:SALES/USE TAX			100 23101	1,693,827.35	1099:
14116	00000 BALDWIN CNTY BOA	16257 8312021		BE100521	338,058.36	.00	.00	9206024
CASH 999	2021/12	INV 09/27/2021	SEP-CHK: N	DISC: .00		100 23000	338,058.36	1099:
ACCT 10010	DEPT 555	DUE 10/05/2021	DESC:CASUAL SALES TAX; AUG 2021					
2 APPROVED PAID INVOICES				TOTAL	11,044,745.66			
2 INVOICE(S)				REPORT POST TOTAL	11,044,745.66			

INVOICE ENTRY PROOF LIST

CLERK: RBENSON BATCH: 1253				NEW INVOICES				
VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
APPROVED PAID INVOICES								
191392	00000 GULF SHORES BOAR	16259 9272021		GS100521	663,814.49	.00	.00	9206025
CASH 999	2021/12	INV 09/27/2021	SEP-CHK: N	DISC: .00		100 23110	541,270.03	1099:
ACCT 10010	DEPT 555	DUE 10/05/2021	DESC:SALES/USE TAX			100 23111	122,544.46	1099:
191392	00000 GULF SHORES BOAR	16260 8312021		GS100521	23,414.38	.00	.00	9206026
CASH 999	2021/12	INV 09/27/2021	SEP-CHK: N	DISC: .00		100 23000	23,414.38	1099:
ACCT 10010	DEPT 555	DUE 10/05/2021	DESC:CASUAL SALES TAX; AUG 2021					
2 APPROVED PAID INVOICES				TOTAL	687,228.87			
2 INVOICE(S)				REPORT POST TOTAL	687,228.87			

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
242323	10/05/2021	PRINTED	158051 4IMPRINT INC	6,810.75			
242324	10/05/2021	PRINTED	010448 A & M PORTABLES INC	115.00			
242325	10/05/2021	PRINTED	188659 AARON MEDIA SERVICES	3,000.00			
242326	10/05/2021	PRINTED	182227 ACTIVE 911 INC	45.80			
242327	10/05/2021	PRINTED	157294 ADAMS AND REESE LLP	12,000.00			
242328	10/05/2021	PRINTED	010432 ADT SECURITY SERVICES INC	58.89			
242329	10/05/2021	PRINTED	001834 ADVANCED ASPHALT PRODUCTS	2,160.00			
242330	10/05/2021	PRINTED	148734 AIRGAS USA LLC	1,201.85			
242331	10/05/2021	PRINTED	054317 AL STATE DEPT OF REVENUE	24.25			
242332	10/05/2021	PRINTED	100474 AL STATE DEPT OF TRANSPOR	696.03			
242333	10/05/2021	PRINTED	083660 ALABAMA PIPE & SUPPLY CO	16,030.44			
242334	10/05/2021	PRINTED	187915 ALABAMA TRANSPORTATION AS	1,000.00			
242335	10/05/2021	PRINTED	181632 SUSAN ALLEN	377.20			
242336	10/05/2021	PRINTED	181852 ALTA POINTE HEALTH SYSTEM	47,520.00			
242337	10/05/2021	PRINTED	192394 DILLON ANDERSON	106.60			
242338	10/05/2021	PRINTED	184603 ANDREW'S DIESEL & AUTOMOT	3,233.27			
242339	10/05/2021	PRINTED	184185 ARROW EXTERMINATORS INC	1,123.00			
242340	10/05/2021	PRINTED	180302 ASHBERRY LANDFILL LLC	123.00			
242341	10/05/2021	PRINTED	185463 AUM, GEOSPATIAL RESEARCH	200.00			
242342	10/05/2021	PRINTED	185252 AUTO ZONE - ROBERTSDALE	132.65			
242343	10/05/2021	PRINTED	163096 B&H PHOTO & ELECTRONICS C	726.25			
242344	10/05/2021	PRINTED	014044 BALDWIN ANIMAL CLINIC PC	1,270.17			
242345	10/05/2021	PRINTED	159329 BALDWIN CNTY CORONER'S OF	1,809.74			
242346	10/05/2021	PRINTED	014553 BALDWIN CNTY ECONOMIC DEV	29,326.20			
242347	10/05/2021	PRINTED	014567 BALDWIN CNTY FAMILY VIOLE	2,457.94			
242348	10/05/2021	PRINTED	066034 BALDWIN CNTY HUMAN RESOUR	819.32			
242349	10/05/2021	PRINTED	148777 BALDWIN CNTY PROBATE COUR	25.00			
242350	10/05/2021	PRINTED	010307 BALDWIN CNTY SHERIFF'S BO	2,457.94			
242351	10/05/2021	PRINTED	136611 BALDWIN CNTY SHERIFF'S OF	670.00			
242352	10/05/2021	PRINTED	136611 BALDWIN CNTY SHERIFF'S OF	2,715.69			
242353	10/05/2021	PRINTED	136611 BALDWIN CNTY SHERIFF'S OF	2,626.00			
242354	10/05/2021	PRINTED	105048 BALDWIN CNTY SOLID WASTE	195.00			
242355	10/05/2021	PRINTED	105048 BALDWIN CNTY SOLID WASTE	21.00			
242356	10/05/2021	PRINTED	183058 BALDWIN COUNTY VICTORY PO	673.86			
242357	10/05/2021	PRINTED	190879 BALDWIN EMERGENCY MEDICAL	1,950.00			
242358	10/05/2021	PRINTED	165665 BALDWIN EYE CLINIC	167.00			
242359	10/05/2021	PRINTED	098597 BALDWIN TRACTOR & EQUIPME	1,672.62			
242360	10/05/2021	PRINTED	014132 BALDWIN YOUTH SERVICES	488.82			
242361	10/05/2021	PRINTED	014132 BALDWIN YOUTH SERVICES	77,724.85			
242362	10/05/2021	PRINTED	181386 CRYSTAL BATES	39.87			
242363	10/05/2021	PRINTED	191953 BAY IMAGES	375.70			
242364	10/05/2021	PRINTED	014018 BAY MINETTE ANIMAL CLINIC	456.00			
242365	10/05/2021	PRINTED	014029 BAY MINETTE BUILDING SUPP	641.74			
242366	10/05/2021	PRINTED	150287 BAY MINETTE LAND CO	1,000.00			
242367	10/05/2021	PRINTED	094182 BAY MINETTE YOUTH PROGRAM	2,457.94			
242368	10/05/2021	PRINTED	191016 BAY PEST CONTROL COMPANY	659.00			
242369	10/05/2021	PRINTED	054050 BAY SIDE RUBBER & PRODUCT	1,666.41			
242370	10/05/2021	PRINTED	182097 BB&T-CREATIVE PAYMENT SOL	149.50			
242371	10/05/2021	PRINTED	185645 BEARD EQUIPMENT - MOBILE	4,500.00			
242372	10/05/2021	PRINTED	014075 BEARD EQUIPMENT - POWERPL	485.28			
242373	10/05/2021	PRINTED	014075 POWERPLAN	1,079.88			
242374	10/05/2021	PRINTED	188754 ASHLEY Q BIDWELL	339.12			

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CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
242375	10/05/2021	PRINTED	014084 BOB BARKER CO INC	834.34			
242376	10/05/2021	PRINTED	170851 PAULA BONNER	43.12			
242377	10/05/2021	PRINTED	001867 NEW DAIRY OPCO, LLC DBA B	175.26			
242378	10/05/2021	PRINTED	116169 BRENDA Q GANEY	3,433.34			
242379	10/05/2021	PRINTED	014011 BUILDERS HARDWARE & SUPPL	156.87			
242380	10/05/2021	PRINTED	175548 BRANDY BYRD	50.23			
242381	10/05/2021	PRINTED	019009 CAMPBELL HARDWARE & SUPPL	469.00			
242382	10/05/2021	PRINTED	092208 CARE HOUSE INC	6,144.82			
242383	10/05/2021	PRINTED	191890 CARMICHAEL ENGINEERING, I	4,960.00			
242384	10/05/2021	PRINTED	183314 CASCADE ENGINEERING INC	35,849.60			
242385	10/05/2021	PRINTED	102875 CDW - GOVERNMENT, INC	1,046.34			
242386	10/05/2021	PRINTED	027714 CENTRAL BALDWIN VETERINAR	1,243.17			
242387	10/05/2021	PRINTED	180354 CERTIFIED LABORATORIES DI	144.00			
242388	10/05/2021	PRINTED	186715 CHAMBERS GLASS	360.00			
242389	10/05/2021	PRINTED	116898 CHARM-TEX INC	313.50			
242390	10/05/2021	PRINTED	180505 CHUCK STEVENS CHEVROLET O	1,628.55			
242391	10/05/2021	PRINTED	014572 CINDY HABER CENTER INC	10,241.38			
242392	10/05/2021	PRINTED	105435 CINTAS FIRST AID & SAFETY	148.10			
242393	10/05/2021	PRINTED	187695 CINTAS CORPORATION NO 2	10,103.67			
242394	10/05/2021	PRINTED	156427 CITY OF DAPHNE YOUTH PROG	2,457.92			
242395	10/05/2021	PRINTED	156443 CITY OF FAIRHOPE YOUTH PR	2,457.94			
242396	10/05/2021	PRINTED	156435 CITY OF FOLEY YOUTH PROGR	2,457.94			
242397	10/05/2021	PRINTED	027723 CLAUDIA'S MUD HUT	227.18			
242398	10/05/2021	PRINTED	025040 COASTAL ALABAMA COMMUNITY	1,185.39			
242399	10/05/2021	PRINTED	025040 COASTAL ALABAMA COMMUNITY	188,509.55			
242400	10/05/2021	PRINTED	192695 COASTAL BRT, LLC	6,750.00			
242401	10/05/2021	PRINTED	191531 COASTAL FIRE SOLUTIONS	3,582.02			
242402	10/05/2021	PRINTED	181306 COBLENTZ EQUIPMENT & PART	14,000.00			
242403	10/05/2021	PRINTED	097682 COCA COLA BOTTLING CO CON	616.00			
242404	10/05/2021	PRINTED	192410 COMPLETE DKI	2,400.00			
242405	10/05/2021	PRINTED	181821 COPY PRODUCTS COMPANY	1,223.99			
242406	10/05/2021	PRINTED	159767 CORE COMPUTING SOLUTIONS	5,404.22			
242407	10/05/2021	PRINTED	068275 CORLEY AUTO CARE	120.00			
242408	10/05/2021	PRINTED	192569 CREEK CLEAN, LLC	994.50			
242409	10/05/2021	PRINTED	181164 CRITTER GITTER PEST CONTR	125.00			
242410	10/05/2021	PRINTED	115852 DADE PAPER & BAG CO	8,813.47			
242411	10/05/2021	PRINTED	021179 DAVISON OIL COMPANY INC	63,287.15			
242412	10/05/2021	PRINTED	111641 DAWN HOUSE	2,457.94			
242413	10/05/2021	PRINTED	180834 DEANNA VICICH COX	1,500.00			
242414	10/05/2021	PRINTED	180450 DELUXE FOR BUSINESS SALES	1,316.19			
242415	10/05/2021	PRINTED	021219 DENNIS ALUMINUM PRODUCTIO	825.00			
242416	10/05/2021	PRINTED	185685 DEWBERRY ENGINEERS INC	8,286.55			
242417	10/05/2021	PRINTED	136215 DIAGNOSTIC & MEDICAL CLIN	38.65			
242418	10/05/2021	PRINTED	021127 DISTRICT ATTORNEY'S OFFIC	16,087.18			
242419	10/05/2021	PRINTED	021127 DISTRICT ATTORNEY'S OFFIC	244.41			
242420	10/05/2021	PRINTED	021127 DISTRICT ATTORNEY'S OFFIC	2,400.42			
242421	10/05/2021	PRINTED	021127 DISTRICT ATTORNEY'S OFFIC	39,099.22			
242422	10/05/2021	PRINTED	021209 DUTCHMAN'S LAWN & GARDEN	205.55			
242423	10/05/2021	PRINTED	021153 DYKES VETERINARY CLINIC	1,890.80			
242424	10/05/2021	PRINTED	167100 ELBERTA PUMP REPAIR INC	440.00			
242425	10/05/2021	PRINTED	183402 THOMAS CHRISTOPHER ELLIOT	961.63			
242426	10/05/2021	PRINTED	062623 EMPIRE TRUCK SALES INC	4,171.80			

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242427	10/05/2021	PRINTED	025048 EQUIPMENT SALES CO	2,427.45			
242428	10/05/2021	PRINTED	043932 EVANS & COMPANY	4,573.00			
242429	10/05/2021	PRINTED	109073 EXPRESS OIL CHANGE -DAPHN	49.72			
242430	10/05/2021	PRINTED	126261 EXPRESS OIL CHANGE	84.56			
242431	10/05/2021	PRINTED	094932 EXPRESS OIL CHANGE	90.85			
242432	10/05/2021	PRINTED	041646 FEDEX	9.50			
242433	10/05/2021	PRINTED	041646 FEDEX	3.16			
242434	10/05/2021	PRINTED	041646 FEDEX	94.10			
242435	10/05/2021	PRINTED	041646 FEDEX	103.05			
242436	10/05/2021	PRINTED	095071 FLEETPRIDE	3,514.09			
242437	10/05/2021	PRINTED	193286 GEORGE FRALIC	219.00			
242438	10/05/2021	PRINTED	027263 GALL'S LLC	118.00			
242439	10/05/2021	PRINTED	027263 GALL'S LLC	9,911.87			
242440	10/05/2021	PRINTED	075053 GAYLORD BROTHERS	2,306.33			
242441	10/05/2021	PRINTED	072371 GENERAL MACHINERY CO INC	2,463.06			
242442	10/05/2021	PRINTED	190749 TAMATHA GRAVES	170.00			
242443	10/05/2021	PRINTED	027012 GRAYBAR ELECTRIC CO INC -	645.00			
242444	10/05/2021	PRINTED	189486 GSP MARKETING INC	16,235.59			
242445	10/05/2021	PRINTED	181424 GULF COAST BUILDING SUPPL	238.63			
242446	10/05/2021	PRINTED	027022 OPC NEWS, LLC	99.96			
242447	10/05/2021	PRINTED	027242 CORPORATE BILLING INC	522.79			
242448	10/05/2021	PRINTED	027181 GULF STATES DISTRIBUTORS	418.00			
242449	10/05/2021	PRINTED	192703 AMBER HANSEN	11.76			
242450	10/05/2021	PRINTED	188065 MELISSA JEAN HARPER	60.00			
242451	10/05/2021	PRINTED	193288 MICHAEL DALTON HART	438.00			
242452	10/05/2021	PRINTED	183951 KENDEL HENDERSON	94.08			
242453	10/05/2021	PRINTED	186607 HERITAGE-CRYSTAL CLEAN LL	100.00			
242454	10/05/2021	PRINTED	120432 HI-LINE	835.15			
242455	10/05/2021	PRINTED	185989 HIGHLAND TECHNICAL SERVIC	1,114.50			
242456	10/05/2021	PRINTED	188391 HILL'S PET NUTRITION INC	573.80			
242457	10/05/2021	PRINTED	185351 HOLLAND'S PAINT & BODY	1,142.10			
242458	10/05/2021	PRINTED	032419 HUNTER SECURITY INC	300.00			
242459	10/05/2021	PRINTED	190029 IMC-EMERGENCY PHYSICIANS	546.11			
242460	10/05/2021	PRINTED	189816 IMC-NORTH BALDWIN PHYSICII	124.17			
242461	10/05/2021	PRINTED	099320 INFIRMARY OCCUPATIONAL HE	50.00			
242462	10/05/2021	PRINTED	189759 INGENUITY INC	4,000.00			
242463	10/05/2021	PRINTED	001962 INTERVET INC.	1,500.00			
242464	10/05/2021	PRINTED	182828 ISBELL & ASSOC LLC	314.40			
242465	10/05/2021	PRINTED	087767 JANI KING OF MOBILE	783.91			
242466	10/05/2021	PRINTED	143271 JAZZY CLEAN JANITORIAL	548.86			
242467	10/05/2021	PRINTED	111974 JODY L WISE	383.37			
242468	10/05/2021	PRINTED	000105 JUVENILE DETENTION FACILI	36,049.66			
242469	10/05/2021	PRINTED	107220 KEET CONSULTING SERVICES	1,300.00			
242470	10/05/2021	PRINTED	095783 CORPORATE BILLING	5,034.73			
242471	10/05/2021	PRINTED	158107 KIMBALL MIDWEST	657.72			
242472	10/05/2021	PRINTED	181809 LORI G RUFFIN	175.50			
242473	10/05/2021	PRINTED	136872 LOWE'S - DAPHNE	691.28			
242474	10/05/2021	PRINTED	087716 LOWE'S - FOLEY	92.24			
242475	10/05/2021	PRINTED	144784 LOXLEY CWC GENERAL FUND	540.00			
242476	10/05/2021	PRINTED	191358 LSC ENVIRONMENTAL PRODUCT	14,080.00			
242477	10/05/2021	PRINTED	185396 MAC'S AUTOGLASS LLC	1,004.98			
242478	10/05/2021	PRINTED	036513 MARTIN MARIETTA MATERIALS	6,292.03			

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242479	10/05/2021	PRINTED	149690 MCGRIFF TIRE CO INC	326.83			
242480	10/05/2021	PRINTED	190130 MCKESSON MEDICAL	416.42			
242481	10/05/2021	PRINTED	098634 MCPHERSON OIL CO INC/DBA	1,427.32			
242482	10/05/2021	PRINTED	091555 METALS USA	468.75			
242483	10/05/2021	PRINTED	106219 MIKE HOFFMAN'S EQUIPMENT	399.00			
242484	10/05/2021	PRINTED	189016 BRANDY LYNN MILSTID	366.00			
242485	10/05/2021	PRINTED	187808 MISSISSIPPI MOSQUITO CONT	15,374.00			
242486	10/05/2021	PRINTED	040589 MOBILE ASPHALT CO LLC	5,936.14			
242487	10/05/2021	PRINTED	040033 ALABAMA MEDIA GROUP	103.66			
242488	10/05/2021	PRINTED	040033 ALABAMA MEDIA GROUP	2,098.41			
242489	10/05/2021	PRINTED	127440 MONTGOMERY ADVERTISER	1,279.65			
242490	10/05/2021	PRINTED	190753 KELLY ANN MOONEY	170.00			
242491	10/05/2021	PRINTED	040019 MOYER FORD SALES INC	54.67			
242492	10/05/2021	PRINTED	187817 MWI ANIMAL HEALTH	1,143.69			
242493	10/05/2021	PRINTED	165673 NEEL-SCHAFFER INC	54,627.53			
242494	10/05/2021	PRINTED	040569 NOTARY PUBLIC UNDERWRITER	119.50			
242495	10/05/2021	PRINTED	181574 O'REILLY AUTO PARTS	5,930.39			
242496	10/05/2021	PRINTED	182307 OCV, LLC	3,480.00			
242497	10/05/2021	PRINTED	043003 OEC	279.02			
242498	10/05/2021	PRINTED	043012 OFFICE OF PROSECUTION SER	358.92			
242499	10/05/2021	PRINTED	999990 ALBERT STEVENS	16.00			
242500	10/05/2021	PRINTED	999990 ALGAE SYSTEMS LLC	30.00			
242501	10/05/2021	PRINTED	999990 ANGELIA MOSLEY	16.00			
242502	10/05/2021	PRINTED	999990 ANNA RUSSELL	16.00			
242503	10/05/2021	PRINTED	999990 ARVIS W HOLLAND SR	30.00			
242504	10/05/2021	PRINTED	999990 BECKY UELEKE	16.00			
242505	10/05/2021	PRINTED	999990 BETHANY PERRY	21.00			
242506	10/05/2021	PRINTED	999990 BEVERLY DEEVERS	48.00			
242507	10/05/2021	PRINTED	999990 BILL & LISA GIBSON	42.00			
242508	10/05/2021	PRINTED	999990 BLAKE & LISA ARNOLD	32.00			
242509	10/05/2021	PRINTED	999990 CARLA & LUCIAN BUTERA	10.00			
242510	10/05/2021	PRINTED	999990 CHAD GWIN	16.00			
242511	10/05/2021	PRINTED	999990 COLTON MOSLEY	16.00			
242512	10/05/2021	PRINTED	999990 D MIKE & M B LANGLITZ	16.00			
242513	10/05/2021	PRINTED	999990 DALMON & DEBORAH PARKS	32.00			
242514	10/05/2021	PRINTED	999990 DANIEL BOWMAN	16.00			
242515	10/05/2021	PRINTED	999990 DARIN J CRABB	308.90			
242516	10/05/2021	PRINTED	999990 DARRELL & SAMANTHA REDDIN	879.00			
242517	10/05/2021	PRINTED	999990 DAVID BAKER	32.00			
242518	10/05/2021	PRINTED	999990 DAVID BOURRIE	16.00			
242519	10/05/2021	PRINTED	999990 DAWN D MCKENZIE	32.00			
242520	10/05/2021	PRINTED	999990 DEBORAH & WAYNE BULLARD	16.00			
242521	10/05/2021	PRINTED	999990 DEBRA A CASON	24.00			
242522	10/05/2021	PRINTED	999990 DEBRA JOHNSON	16.00			
242523	10/05/2021	PRINTED	999990 DIANE W COOPER	16.00			
242524	10/05/2021	PRINTED	999990 DIXIE COYOTE TREASURES	30.00			
242525	10/05/2021	PRINTED	999990 ELIZABETH WILLIAMS	32.00			
242526	10/05/2021	PRINTED	999990 ESTATE OF C V DUCOTE	146.00			
242527	10/05/2021	PRINTED	999990 ESTATE OF JIMMIE R DARNEL	30.00			
242528	10/05/2021	PRINTED	999990 GLEN R & ANN E VANDERBEEK	30.00			
242529	10/05/2021	PRINTED	999990 HAMPTON JOHNSON	10.00			
242530	10/05/2021	PRINTED	999990 JAMES E PARKER III	30.00			

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242531	10/05/2021	PRINTED	999990 JAMES M ROCKETT	39.00			
242532	10/05/2021	PRINTED	999990 JAMES MARTIN	16.00			
242533	10/05/2021	PRINTED	999990 JAMES W DAVENPORT	16.00			
242534	10/05/2021	PRINTED	999990 JASON ENGLISH	16.00			
242535	10/05/2021	PRINTED	999990 JASON TREUMAN	32.00			
242536	10/05/2021	PRINTED	999990 JEFFERY P STADLER	16.00			
242537	10/05/2021	PRINTED	999990 JESSE FUQUA	16.00			
242538	10/05/2021	PRINTED	999990 JOSEPH CROSBY	32.00			
242539	10/05/2021	PRINTED	999990 JOSEPH S SIMMONS	16.00			
242540	10/05/2021	PRINTED	999990 JULIE HAGAN	32.00			
242541	10/05/2021	PRINTED	999990 KEITH & KRISTINA CLEVER	16.00			
242542	10/05/2021	PRINTED	999990 KENNETH MARTIN GULLETT	16.00			
242543	10/05/2021	PRINTED	999990 KING STARLING	30.00			
242544	10/05/2021	PRINTED	999990 KRISTY CALLAWAY	21.00			
242545	10/05/2021	PRINTED	999990 MARIA G PETERSON	16.00			
242546	10/05/2021	PRINTED	999990 MARY JANE STICKLER	16.00			
242547	10/05/2021	PRINTED	999990 NATHAN & REBECCA HATHORN	96.00			
242548	10/05/2021	PRINTED	999990 PAM POWERS	16.00			
242549	10/05/2021	PRINTED	999990 PHYLLIS TERRY	32.00			
242550	10/05/2021	PRINTED	999990 RAIN H BLANKENSHIP	42.00			
242551	10/05/2021	PRINTED	999990 ROB R ROBERTS III	192.00			
242552	10/05/2021	PRINTED	999990 ROBERT & DANA BOWMAN	62.00			
242553	10/05/2021	PRINTED	999990 ROBERT T JACOBS	23.00			
242554	10/05/2021	PRINTED	999990 ROBIN & RAFAEL LAGUARDIA	16.00			
242555	10/05/2021	PRINTED	999990 SHANNON B BOWERS SMITH	32.00			
242556	10/05/2021	PRINTED	999990 STEVE & KATY YEEND	16.00			
242557	10/05/2021	PRINTED	999990 SUSAN M SAVAGE	32.00			
242558	10/05/2021	PRINTED	999990 SUSTAINABLE NATURAL PLANT	30.00			
242559	10/05/2021	PRINTED	999990 TERI K BURTON	30.00			
242560	10/05/2021	PRINTED	999990 THOMAS & APRIL LADNIER	64.00			
242561	10/05/2021	PRINTED	999990 TIYE SOLOMON	16.00			
242562	10/05/2021	PRINTED	999990 TODD HOWARD	21.00			
242563	10/05/2021	PRINTED	999990 TONY WILLIAMS	32.00			
242564	10/05/2021	PRINTED	999990 TRINIA WALKER	32.00			
242565	10/05/2021	PRINTED	999990 VICKY THOMPSON	32.00			
242566	10/05/2021	PRINTED	999990 WILLIAM P DILL	16.00			
242567	10/05/2021	PRINTED	999990 WILLIAM WATKINS	32.00			
242568	10/05/2021	PRINTED	103000 OTTO ENVIRONMENTAL SYSTEM	44,630.30			
242569	10/05/2021	PRINTED	174713 PAM'S EMBROIDERY & SEWING	513.00			
242570	10/05/2021	PRINTED	186450 PARTNERS MANAGING GENERAL	63,559.71			
242571	10/05/2021	PRINTED	121216 PEREGRINE SERVICES INC	18,340.68			
242572	10/05/2021	PRINTED	193268 MARTINA PEREZ	30.91			
242573	10/05/2021	PRINTED	189884 BRIAN PIERCE	1,800.80			
242574	10/05/2021	PRINTED	186800 PIGGLY WIGGLY FOLEY	251.64			
242575	10/05/2021	PRINTED	093809 HEATHER ANN PLATO	38.30			
242576	10/05/2021	PRINTED	160493 POWER PRODUCTIONS INC	1,500.00			
242577	10/05/2021	PRINTED	185084 POWER SYSTEMS OF MS	3,360.00			
242578	10/05/2021	PRINTED	104301 PULMONARY ASSOCIATES OF M	356.00			
242579	10/05/2021	PRINTED	186326 QCHC INC	11,654.82			
242580	10/05/2021	PRINTED	191947 QUADIENT LEASING USA, INC	2,924.55			
242581	10/05/2021	PRINTED	123781 REGIONS BANK CORP TRUST	2,100.00			
242582	10/05/2021	PRINTED	051009 ROBERTSDALE AUTO PARTS IN	4,632.42			

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242583	10/05/2021	PRINTED	114420 INTERSTATE BILLING SERVIC	1,365.97			
242584	10/05/2021	PRINTED	181787 SHARP ELECTRONICS CORPORA	329.98			
242585	10/05/2021	PRINTED	185636 SHERWIN-WILLIAMS - US HW	191.08			
242586	10/05/2021	PRINTED	183151 TANZIE SHOOTS	371.60			
242587	10/05/2021	PRINTED	184675 JANICE SIBLEY	170.00			
242588	10/05/2021	PRINTED	054622 SMITH INDUSTRIAL SERVICE	2,865.50			
242589	10/05/2021	PRINTED	005901 ELVIE VIOLETTA SMITH	170.91			
242590	10/05/2021	PRINTED	123300 SOFTWARE HOUSE INT dba SH	1,815.30			
242591	10/05/2021	PRINTED	054037 SOUTH ALABAMA REGIONAL	41,116.63			
242592	10/05/2021	PRINTED	054083 SOUTH ALABAMA REGIONAL PL	544.88			
242593	10/05/2021	PRINTED	099611 SOUTH ALABAMA VENDING CO	230.55			
242594	10/05/2021	PRINTED	170536 SOUTHDATA INC	7,869.02			
242595	10/05/2021	PRINTED	068013 SOUTHEASTERN EQUIPMENT CO	4,945.29			
242596	10/05/2021	PRINTED	001913 SOUTHEASTSKY LLC	625.00			
242597	10/05/2021	PRINTED	066835 SOUTHERN FIRE & SAFETY IN	1,877.50			
242598	10/05/2021	PRINTED	190650 SOUTHERN TIRE MART	2,004.68			
242599	10/05/2021	PRINTED	183476 SOUTHERNCARLSON SYSTEMS	1,142.68			
242600	10/05/2021	PRINTED	001836 LYNETTE M SPALLER	2,500.00			
242601	10/05/2021	PRINTED	185594 STAPLES CONTRACT & COMMER	13,306.00			
242602	10/05/2021	PRINTED	133938 STATE OF ALABAMA DEPT OF	225.00			
242603	10/05/2021	PRINTED	192752 STEELFUSION CLINICAL TOXI	350.00			
242604	10/05/2021	PRINTED	147125 STOCKTON EQUIPMENT CO	1,587.87			
242605	10/05/2021	PRINTED	065091 STONE CROSBY PC	2,067.75			
242606	10/05/2021	PRINTED	034147 SUPERIOR COLLISION INC	378.00			
242607	10/05/2021	PRINTED	181943 SURGICAL ASSOC OF MOBILE	1,882.80			
242608	10/05/2021	PRINTED	162616 SWEAT TIRE - BAY MINETTE	303.07			
242609	10/05/2021	PRINTED	054042 SWEAT TIRE - ROBERTSDALE	3,191.17			
242610	10/05/2021	PRINTED	186451 SYMBOL HEALTH SOLUTIONS L	81,155.26			
242611	10/05/2021	PRINTED	191804 TAB PRODUCTS CO, LLC/DBA	27.43			
242612	10/05/2021	PRINTED	188878 TAMERON AUTOMOTIVE EASTER	1,857.68			
242613	10/05/2021	PRINTED	186870 THE BLUE SHEET	120.00			
242614	10/05/2021	PRINTED	191646 THE BRIDGE INC	78,734.00			
242615	10/05/2021	PRINTED	057053 THE GALLERY	1,820.00			
242616	10/05/2021	PRINTED	184294 THE PRINT SHOP	35.00			
242617	10/05/2021	PRINTED	123908 THOMPSON ENGINEERING	20,426.20			
242618	10/05/2021	PRINTED	123908 THOMPSON ENGINEERING	6,308.50			
242619	10/05/2021	PRINTED	057071 THOMPSON TRACTOR CO	282,351.57			
242620	10/05/2021	PRINTED	145787 CYNTHIA TILL	366.00			
242621	10/05/2021	PRINTED	057327 TONY'S TOWING INC	2,055.00			
242622	10/05/2021	PRINTED	158123 TRANE-MOBILE PARTS CENTER	2,043.04			
242623	10/05/2021	PRINTED	183743 TRANSUNION RISK & ALTERNA	280.00			
242624	10/05/2021	PRINTED	089463 TRI-TECH FORENSICS INC	557.00			
242625	10/05/2021	PRINTED	057039 TRUCK EQUIPMENT SALES INC	1,317.00			
242626	10/05/2021	PRINTED	166975 TSA INC	941.00			
242627	10/05/2021	PRINTED	192180 TTL, INC.	32,997.41			
242628	10/05/2021	PRINTED	067820 UNITED LABORATORIES	892.01			
242629	10/05/2021	PRINTED	066057 USA MEDICAL CENTER	1,795.15			
242630	10/05/2021	PRINTED	192213 JOEL VALENTI	122.20			
242631	10/05/2021	PRINTED	135466 VAN SCOYOC ASSOCIATES	9,500.00			
242632	10/05/2021	PRINTED	066295 VOLKERT INC	38,788.43			
242633	10/05/2021	PRINTED	189796 VSC FIRE & SECURITY INC	1,111.00			
242634	10/05/2021	PRINTED	065201 VULCAN MATERIALS CO	105,253.85			

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
242635	10/05/2021	PRINTED	169455 W H THOMAS OIL CO INC	4,093.75			
242636	10/05/2021	PRINTED	084216 W W GRAINGER	11,180.48			
242637	10/05/2021	PRINTED	151503 WALTER CURTIS CO LLC	46.00			
242638	10/05/2021	PRINTED	184040 HELEN WALTON	34.16			
242639	10/05/2021	PRINTED	118519 BRENDA WALZ	194.66			
242640	10/05/2021	PRINTED	086191 WARRINER CONSTRUCTION	3,593.75			
242641	10/05/2021	PRINTED	174473 WASTE PRO OF FLORIDA	765.60			
242642	10/05/2021	PRINTED	181290 WESCO - FOLEY	374.06			
242643	10/05/2021	PRINTED	066024 WESCO RECEIVABLES CORP	1,426.40			
242644	10/05/2021	PRINTED	103202 MARY K WHITE	38.08			
242645	10/05/2021	PRINTED	001966 WIDE OPEN N SIDWAYS INC.	10,908.64			
242646	10/05/2021	PRINTED	080670 WILLIAMS SCOTSMAN INC	4,406.07			
242647	10/05/2021	PRINTED	113371 WITTICHEN SUPPLY - FOLEY	83.20			
242648	10/05/2021	PRINTED	146114 WOLFE-BAYFIEW FUNERAL HOM	395.00			
242649	10/05/2021	PRINTED	066006 WRIGHTS MOTOR PARTS INC	1,676.92			
242650	10/05/2021	PRINTED	066391 XEROX CORP	346.57			
242651	10/05/2021	PRINTED	110162 ZACK LONG	902.50			
242652	10/05/2021	PRINTED	095628 ZEP MANUFACTURING COMPANY	173.45			
			330 CHECKS				
			CASH ACCOUNT TOTAL	1,880,831.71	.00		



Baldwin County Commission

Agenda Action Form

File #: 22-0036, **Version:** 1

Item #: EA2

Meeting Type: BCC Regular Meeting

Meeting Date: 10/5/2021

Item Status: New

From: Cian Harrison, Clerk/Treasurer

Dana Austin, Accounting Manager

Submitted by: Robin Benson, Accounts Payable Supervisor

ITEM TITLE

Notification of Interim Payments Approved by Clerk/Treasurer as Allowed Under Policy 8.1

STAFF RECOMMENDATION

Make the attached interim payments made by the Clerk/Treasurer totaling \$3,296,985.26 (three million, two hundred ninety-six thousand, nine hundred eighty-five dollars and twenty-six 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
October 5, 2021**

Vendor Summary	Totals	Brief Description
ADRIAN CHASTANG	100.48	Land Redemptions
ALABAMA CHILD SUPPORT PAYMENT CENTER	2,651.97	Payroll
ALABAMA DEPT OF REVENUE	617.93	Lodging Tax; Aug 2021
ALABAMA INCOME TAX DIVISION	83,908.01	Payroll
ALABAMA POWER CO	1,092.90	Utilities
AMMONS & BLACKMON CONSTRUCTION INC	92,319.58	Contract Services
ARTHUR GONZALES	32.00	Refund; Solid Waste
AT&T	975.58	Telephone
BALDWIN CNTY COMMISSION - BOOTS	45.00	Payroll
BALDWIN CNTY COMMISSION - DENTAL 790	13,146.50	Payroll
BALDWIN CNTY COMMISSION - HEALTH	286,646.70	Payroll
BALDWIN CNTY JUDGE OF PROBATE	18.00	Vehicle Title Fee; Hwy
BALDWIN CNTY SHERIFF'S OFFICE	976,030.72	Payroll
BALDWIN EMC	50,493.20	Utilities
BLUE CROSS & BLUE SHIELD OF AL	258,351.39	Payroll
CANOPY INVESTMENT COMPANY LLC	71.77	Land Redemptions
CENTURYLINK	910.22	Telephone
CITY OF FAIRHOPE-UTILITIES	471.66	Utilities
COMMUNITY ACTION AGENCY	9,134.40	Professional Services; Sept 2021
COREY SINGLETON	236.76	Land Redemptions
CRENISHA BOSBY	930.71	Land Redemptions
DANIEL O'BRIEN	282.92	Payroll
DEPARTMENT OF CHILDREN AND FAMILY SVC	193.84	Payroll
DONOHOO CHEVROLET LLC	34,301.77	Vehicle; Sherriff's
FLEXIBLE BENEFITS	9,418.63	Payroll
FRONTIER COMMUNICATIONS OF THE SOUTH INC	68.41	Telephone
GARLAND/DBS INC	133,225.95	Repair and Maintenance Buildings
HANCOCK BANK	7,974.38	Credit Card Services; Aug 2021
HARBOR COMMUNICATIONS LLC	368.77	Telephone
HOUSING RENTALS	289,649.98	Housing Rentals
IRS-TAX PAYMENT	258,326.16	Payroll
JEAN MARC PRESCOTT	294.20	Land Redemptions
JODY L WISE CIRCUIT CLERK	4,000.00	New Road Construction Project Expense
JODY L WISE CIRCUIT CLERK	50.00	Payroll
JOHN G WALTON CONST CO	512,917.87	Contract Services
JUDICIAL RETIREMENT FUND	918.75	Payroll
NATIONWIDE RETIREMENT SOLUTIONS	12,755.00	Payroll
NORTH BALDWIN UTILITIES	28,580.77	Utilities
OLDE TOWNE, LLC	1,627.21	Land Redemptions
POLL WORKERS	8,010.00	Poll Workers
PRESCOTT, GLENDA TYLER	879.92	Land Redemptions
RETIREMENT SYSTEMS OF AL	159,889.96	Payroll
RIVIERA UTILITIES	271.72	Utilities
SAMPSON, ANTHONY T AND PAMELA P	103.48	Land Redemptions
SOUTH BALDWIN CHAMBER OF COMMERCE	37,500.00	FY21 Funding Appropriation
SPEAKSPACE LLC	71.84	Telephone
VERIZON WIRELESS	17,118.25	Telephone
Grand Total	3,296,985.26	

PAYROLL VENDOR PROOF SUMMARY

Warrant:210806 Pay Period From:07/19/2021 To:08/01/2021 Check Date:08/06/2021

VENDOR	ADDRESS	NAME	TYP	DED	DESC	RUN	WARRANT	EMPLOYEE AMT	EMPLOYER AMT
10365	0	ALABAMA INCOME T	I	4000	STATE	0	210806	41,209.38	0.00
VENDOR TOTAL:						41,209.38		41,209.38	0.00
REPORT TOTAL:						41,209.38		41,209.38	0.00

** END OF REPORT - Generated by Amanda Cunningham **

PAYROLL VENDOR PROOF SUMMARY

Warrant:210813 Pay Period From:08/01/2021 To:08/31/2021 Check Date:08/13/2021

VENDOR	ADDRESS	NAME	TYP	DED	DESC	RUN	WARRANT	EMPLOYEE AMT	EMPLOYER AMT
10365	0	ALABAMA INCOME T	I	4000	STATE	1	210813	1,447.71	0.00
VENDOR TOTAL:						1,447.71		1,447.71	0.00
REPORT TOTAL:						1,447.71		1,447.71	0.00

** END OF REPORT - Generated by Amanda Cunningham **

PAYROLL VENDOR PROOF SUMMARY

Warrant:210815 Pay Period From:08/02/2021 To:08/15/2021 Check Date:08/20/2021

VENDOR	ADDRESS	NAME	TYP	DED	DESC	RUN	WARRANT	EMPLOYEE AMT	EMPLOYER AMT
10365	0	ALABAMA INCOME T	I	4000	STATE	0	210815	41,250.92	0.00
VENDOR TOTAL:						41,250.92		41,250.92	0.00
REPORT TOTAL:						41,250.92		41,250.92	0.00

** END OF REPORT - Generated by Amanda Cunningham **

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
9206007	09/15/2021	WIRE	036240 JUDICIAL RETIREMENT FUND	918.75			
9206008	09/15/2021	WIRE	051059 RETIREMENT SYSTEMS OF AL	2,438.12			
9206009	09/15/2021	WIRE	054188 IRS-TAX PAYMENT	9,002.06			
			3 CHECKS	12,358.93			
			CASH ACCOUNT TOTAL		.00		

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
241844	09/15/2021	PRINTED	180373 BALDWIN CNTY COMMISSION -	289.00			
241845	09/15/2021	PRINTED	186456 BALDWIN CNTY COMMISSION -	5,724.00			
241846	09/15/2021	PRINTED	000717 FLEXIBLE BENEFITS	275.00			
241847	09/15/2021	PRINTED	040627 NATIONWIDE RETIREMENT SOL	125.00			
			4 CHECKS				
			CASH ACCOUNT TOTAL	6,413.00	.00		

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
242165	09/15/2021	PRINTED	999992 ALAN NELSON	125.00			
242166	09/15/2021	PRINTED	999992 ANNIE NITTEBERG	125.00			
242167	09/15/2021	PRINTED	999992 BARBARA BEVERLY	150.00			
242168	09/15/2021	PRINTED	999992 BONNIE MCNEIL	150.00			
242169	09/15/2021	PRINTED	999992 BRIDGET KAISER	125.00			
242170	09/15/2021	PRINTED	999992 BRYAN SWINDLE	125.00			
242171	09/15/2021	PRINTED	999992 CALEB LEISENRING	125.00			
242172	09/15/2021	PRINTED	999992 CAROL BYRD	125.00			
242173	09/15/2021	PRINTED	999992 CAROLYN GARDNER	125.00			
242174	09/15/2021	PRINTED	999992 CAROLYN KING	125.00			
242175	09/15/2021	PRINTED	999992 CONNIE COGBURN	125.00			
242176	09/15/2021	PRINTED	999992 DELOIS SPIVEY	125.00			
242177	09/15/2021	PRINTED	999992 DENISE ARNETTE	125.00			
242178	09/15/2021	PRINTED	999992 DORA WATERS	150.00			
242179	09/15/2021	PRINTED	999992 DOROTHY BISHOP	125.00			
242180	09/15/2021	PRINTED	999992 DOROTHY COMSTOCK	125.00			
242181	09/15/2021	PRINTED	999992 EUNICE MICKLES	125.00			
242182	09/15/2021	PRINTED	999992 GAIL WILLIAMSON	125.00			
242183	09/15/2021	PRINTED	999992 GARY DICKMAN	125.00			
242184	09/15/2021	PRINTED	999992 GERALD COGGIN III	125.00			
242185	09/15/2021	PRINTED	999992 GLENDA BARNETT	125.00			
242186	09/15/2021	PRINTED	999992 JAMES COBURN	125.00			
242187	09/15/2021	PRINTED	999992 JAMES PING	125.00			
242188	09/15/2021	PRINTED	999992 JANICE CHRISTOPHERSON	150.00			
242189	09/15/2021	PRINTED	999992 JOAN KRAL	125.00			
242190	09/15/2021	PRINTED	999992 JOHN BARNETT	150.00			
242191	09/15/2021	PRINTED	999992 JOHN WATERS	125.00			
242192	09/15/2021	PRINTED	999992 JUDY PEAK	125.00			
242193	09/15/2021	PRINTED	999992 JULIE SCHACH	125.00			
242194	09/15/2021	PRINTED	999992 KAREN ELLIS	150.00			
242195	09/15/2021	PRINTED	999992 KATHLEEN DUGGER	125.00			
242196	09/15/2021	PRINTED	999992 KATIE BEVERLY	125.00			
242197	09/15/2021	PRINTED	999992 KERMIT WATERS JR	125.00			
242198	09/15/2021	PRINTED	999992 LAURA ALMAROAD	125.00			
242199	09/15/2021	PRINTED	999992 LEONARD THIEWES	125.00			
242200	09/15/2021	PRINTED	999992 LINDA GOLSON	150.00			
242201	09/15/2021	PRINTED	999992 LOLA RYALS	135.00			
242202	09/15/2021	PRINTED	999992 MARCUS BOTELER	125.00			
242203	09/15/2021	PRINTED	999992 MARY DELAUNAY	125.00			
242204	09/15/2021	PRINTED	999992 MARY ROBINSON	125.00			
242205	09/15/2021	PRINTED	999992 MICHAEL FOREMAN	125.00			
242206	09/15/2021	PRINTED	999992 MICHELE THIEWES	125.00			
242207	09/15/2021	PRINTED	999992 NADINE RICHARDSON	125.00			
242208	09/15/2021	PRINTED	999992 NORMAN REISS	125.00			
242209	09/15/2021	PRINTED	999992 PAMELA WATERS	125.00			
242210	09/15/2021	PRINTED	999992 RACHEL PING	125.00			
242211	09/15/2021	PRINTED	999992 RAMONA WAGNER	150.00			
242212	09/15/2021	PRINTED	999992 REBECCA WALLS	125.00			
242213	09/15/2021	PRINTED	999992 RHONDA SMITH	125.00			
242214	09/15/2021	PRINTED	999992 RICHARD LEE	125.00			
242215	09/15/2021	PRINTED	999992 ROBERT KAISER	125.00			
242216	09/15/2021	PRINTED	999992 ROSELLEN COGGIN	150.00			

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
242217	09/15/2021	PRINTED	999992 ROY SPIVEY	125.00			
242218	09/15/2021	PRINTED	999992 RUBY STURMA	125.00			
242219	09/15/2021	PRINTED	999992 SAMANTHA PING	125.00			
242220	09/15/2021	PRINTED	999992 SHARON MCGUFF	150.00			
242221	09/15/2021	PRINTED	999992 SHELIA SWINDLE	125.00			
242222	09/15/2021	PRINTED	999992 THOMAS HAMILTON	125.00			
242223	09/15/2021	PRINTED	999992 TINA GRIDER	125.00			
242224	09/15/2021	PRINTED	999992 TONIE NORDEN	125.00			
242225	09/15/2021	PRINTED	999992 VIOLA BETHEA	125.00			
			61 CHECKS				
			CASH ACCOUNT TOTAL	7,885.00	.00		

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
9206010	09/15/2021	WIRE	014125 BLUE CROSS & BLUE SHIELD	138,211.42			
9206011	09/15/2021	WIRE	014125 BLUE CROSS & BLUE SHIELD	22,673.27			
			2 CHECKS CASH ACCOUNT TOTAL	160,884.69	.00		

INVOICE ENTRY PROOF LIST

CLERK: RBENSON BATCH: 1189				NEW INVOICES				
VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
APPROVED PAID INVOICES								
10	00000 BALDWIN CNTY SHE	15491 9142021		M091521A	92,408.24	.00	.00	9206012
CASH 999	2021/12	INV 09/14/2021	SEP-CHK: N	DISC: .00		10052100 52910	55,530.97	1099:
ACCT 10010	DEPT 555	DUE 09/15/2021	DESC:SHERIFF'S	A/P MONTH END AND TAXES		10052200 52910	34,384.08	1099:
						708 22797	2,493.19	1099:
1 APPROVED PAID INVOICES				TOTAL	92,408.24			
1 INVOICE(S)				REPORT POST TOTAL	92,408.24			

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
242227	09/16/2021	PRINTED	192200 ADRIAN CHASTANG	100.48			
242228	09/16/2021	PRINTED	014005 BALDWIN EMC	594.00			
242229	09/16/2021	PRINTED	187158 CANOPY INVESTMENT COMPANY	71.77			
242230	09/16/2021	PRINTED	027007 CENTURYLINK	98.43			
242231	09/16/2021	PRINTED	061111 CENTURYLINK	37.91			
242232	09/16/2021	PRINTED	019021 CITY OF FAIRHOPE-UTILITIE	471.66			
242233	09/16/2021	PRINTED	187162 COREY SINGLETON	236.76			
242234	09/16/2021	PRINTED	180300 CRENISHA BOSBY	930.71			
242235	09/16/2021	PRINTED	155408 HARBOR COMMUNICATIONS LLC	368.77			
242236	09/16/2021	PRINTED	130681 JEAN MARC PRESCOTT	294.20			
242237	09/16/2021	PRINTED	019003 NORTH BALDWIN UTILITIES	646.25			
242238	09/16/2021	PRINTED	192299 OLDE TOWNE, LLC	1,627.21			
242239	09/16/2021	PRINTED	999990 ARTHUR GONZALES	32.00			
242240	09/16/2021	PRINTED	192260 PRESCOTT, GLENDA TYLER	879.92			
242241	09/16/2021	PRINTED	192226 SAMPSON, ANTHONY T AND PA	103.48			
242242	09/16/2021	PRINTED	141842 SOUTH BALDWIN CHAMBER OF	37,500.00			
16 CHECKS CASH ACCOUNT TOTAL				43,993.55	.00		

MODIFY INVOICES

CLERK: Lisa.Hacker

INVOICE CHANGED

VENDOR DOCUMENT	CHECK RUN	DEPT	YR/PER	CASH ACCOUNT	TYPE STAT	INV DATE DUE DATE	DISCOUNT AMOUNT INVOICE NET	ERROR
051059 15508	P091721		2021 12 999	10010	DD	09/17/2021	.00	
RETIREMENT SYSTEMS 0 RMT: 0 Payroll Run 0 - Warrant 210917					ACT	09/17/2021	157,451.84	
INVOICE: 15508								
100	21600	TierIAP		N 1		38,463.08		
100	21605	Tier2AP		N 1		22,449.67		
100	21610	RSAP		N 1		1,635.00		
103	21600	TierIAP		N 1		186.33		
104	21600	TierIAP		N 1		187.71		
104	21605	Tier2AP		N 1		465.91		
105	21600	TierIAP		N 1		3,378.35		
105	21605	Tier2AP		N 1		1,128.19		
105	21610	RSAP		N 1		20.00		
106	21600	TierIAP		N 1		387.30		
106	21605	Tier2AP		N 1		640.98		
109	21600	TierIAP		N 1		421.27		
109	21605	Tier2AP		N 1		1,613.78		
111	21600	TierIAP		N 1		19,601.34		
111	21605	Tier2AP		N 1		17,280.25		
120	21600	TierIAP		N 1		6,607.19		
120	21605	Tier2AP		N 1		4,890.66		
120	21610	RSAP		N 1		80.00		
140	21600	TierIAP		N 1		1,654.97		
140	21605	Tier2AP		N 1		364.84		
140	21610	RSAP		N 1		245.00		
143	21600	TierIAP		N 1		3,278.08		
143	21605	Tier2AP		N 1		2,776.68		
143	21610	RSAP		N 1		25.00		
144	21600	TierIAP		N 1		1,916.83		
144	21605	Tier2AP		N 1		1,697.35		
146	21605	Tier2AP		N 1		348.13		
510	21600	TierIAP		N 1		6,756.54		
510	21605	Tier2AP		N 1		4,271.74		
510	21610	RSAP		N 1		10.00		
511	21600	TierIAP		N 1		7,813.49		
511	21605	Tier2AP		N 1		6,674.54		
511	21610	RSAP		N 1		50.00		
740	21600	TierIAP		N 1		133.82		
10051962	51211	RetTirI		N 1		-2.18		

** END OF REPORT - Generated by Lisa Hacker **

PAYROLL VENDOR PROOF SUMMARY

Warrant:210917 Pay Period From:08/30/2021 To:09/12/2021 Check Date:09/17/2021

VENDOR	ADDRESS	NAME	TYP	DED	DESC	RUN	WARRANT	EMPLOYEE AMT	EMPLOYER AMT
54188	0	IRS-TAX PAYMENT	I	1000	FICA	0	210917	67,571.56	67,571.56
54188	0	IRS-TAX PAYMENT	I	1100	MEDICA	0	210917	15,803.08	15,803.08
54188	0	IRS-TAX PAYMENT	I	3000	FEDERA	0	210917	82,574.82	0.00
VENDOR TOTAL:						249,324.10		165,949.46	83,374.64
REPORT TOTAL:						249,324.10		165,949.46	83,374.64

** END OF REPORT - Generated by Amanda Cunningham **

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
242243	09/17/2021	PRINTED	094828 ALABAMA CHILD SUPPORT PAY	2,651.97			
242244	09/17/2021	PRINTED	180373 BALDWIN CNTY COMMISSION -	12,857.50			
242245	09/17/2021	PRINTED	186456 BALDWIN CNTY COMMISSION -	280,922.70			
242246	09/17/2021	PRINTED	188062 BALDWIN CNTY COMMISSION -	45.00			
242247	09/17/2021	PRINTED	184047 DANIEL O'BRIEN	282.92			
242248	09/17/2021	PRINTED	189015 DEPARTMENT OF CHILDREN AN	193.84			
242249	09/17/2021	PRINTED	000717 FLEXIBLE BENEFITS	9,143.63			
242250	09/17/2021	PRINTED	112221 JODY L WISE CIRCUIT CLERK	50.00			
242251	09/17/2021	PRINTED	040627 NATIONWIDE RETIREMENT SOL	12,630.00			
			9 CHECKS				
			CASH ACCOUNT TOTAL	318,777.56	.00		

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
242252	09/16/2021	PRINTED	192571 COMMUNITY ACTION AGENCY	9,134.40			
			1 CHECKS CASH ACCOUNT TOTAL	9,134.40	.00		

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
9206017	09/16/2021	WIRE	000010 BALDWIN CNTY SHERIFF'S OF	883,622.48			
			1 CHECKS CASH ACCOUNT TOTAL	883,622.48	.00		

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
9206018	09/16/2021	WIRE	014125 BLUE CROSS & BLUE SHIELD	53,719.36			
			1 CHECKS CASH ACCOUNT TOTAL	53,719.36	.00		

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
9206016	09/16/2021	WIRE	001849 ALABAMA DEPT OF REVENUE	617.93			
			1 CHECKS				
			CASH ACCOUNT TOTAL	617.93	.00		

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
242253	09/17/2021	PRINTED	999996 ALLIE PIERCE	7,600.00			
242254	09/17/2021	PRINTED	999996 CONESHA ABRAMS	2,750.00			
242255	09/17/2021	PRINTED	999996 DARLA MIMS	2,800.00			
242256	09/17/2021	PRINTED	999996 ERIN BYRD	8,320.00			
242257	09/17/2021	PRINTED	999996 JOANN VICKERS	4,675.00			
242258	09/17/2021	PRINTED	999996 KAYLA LANGHAM	9,427.00			
242259	09/17/2021	PRINTED	999996 KIM ELLIS	5,250.00			
242260	09/17/2021	PRINTED	999996 SANJERIA BUSH	6,297.00			
242261	09/17/2021	PRINTED	999996 STEVEN WALLS	6,390.00			
242262	09/17/2021	PRINTED	999996 TRICIA SAVAGE	3,520.00			
242263	09/17/2021	PRINTED	999996 WILLIAM WALKER	9,755.00			
242264	09/17/2021	PRINTED	999995 BELFOREST APARTMENTS, LLC	5,475.00			
242265	09/17/2021	PRINTED	999995 BERTOLLA PROPERTIES, LLC	7,000.00			
242266	09/17/2021	PRINTED	999995 BF PROPERTY LLC	2,811.12			
242267	09/17/2021	PRINTED	999995 BF PROPERTY, LLC	5,124.20			
242268	09/17/2021	PRINTED	999995 CROSBY PROPERTIES	6,460.00			
242269	09/17/2021	PRINTED	999995 LONG TERM RENTAL GROUP	3,300.00			
242270	09/17/2021	PRINTED	999995 PATRICIA ANN PARKER	6,450.00			
242271	09/17/2021	PRINTED	999995 ROSALEE WALLSMITH	16,380.00			
19 CHECKS							
CASH ACCOUNT TOTAL				119,784.32	.00		

Baldwin County, AL



PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: I092021A 09/20/2021
 DUE DATE: 09/20/2021

CASH ACCOUNT: 999		10010	Treasury Pooled Cash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
183630	DONOHOO CHEVROLET LLC		0000		INV	09/20/2021	55382		15702		
	ACCOUNT DETAIL										
	1 10052100 55500			Sheriff	CapMotVeh			34,301.77			
								34,301.77			
								CHECK TOTAL			34,301.77
152240	VERIZON WIRELESS		0000		INV	09/20/2021	9886137189; 673		15704		
	ACCOUNT DETAIL										
	1 10052100 52510			Sheriff	Telephone			14,445.91			
	2 10052200 52510			JailBU	Telephone			2,103.33			
	3 70852708 52510			Comm Corre	Telephone			548.97			
								17,098.21			
								CHECK TOTAL			17,098.21
2 INVOICES							WARRANT TOTAL	51,399.98			51,399.98

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
242274	09/20/2021	PRINTED	186217 GARLAND/DBS INC	133,225.95			
			1 CHECKS	CASH ACCOUNT TOTAL	133,225.95	.00	

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
9206019	09/21/2021	PRINTED	014125 BLUE CROSS & BLUE SHIELD	43,747.34			
			1 CHECKS CASH ACCOUNT TOTAL	43,747.34	.00		

PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: 1092121A 09/21/2021
 DUE DATE: 09/21/2021

CASH ACCOUNT: 999		10010		Treasury Pooled Cash						
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
112221	JODY L WISE CIRCUIT C	0000	INV	09/21/2021	9202021; C HEILMEIER		15737			
	ACCOUNT DETAIL									
	1	11153000	55912	Hwy Misc	RdConstPrj	2,000.00				
					CHECK TOTAL	2,000.00				
112221	JODY L WISE CIRCUIT C	0000	INV	09/21/2021	9202021; T HEILMEIER		15738			
	ACCOUNT DETAIL									
	1	11153000	55912	Hwy Misc	RdConstPrj	2,000.00				
					CHECK TOTAL	2,000.00				
2	INVOICES				WARRANT TOTAL	4,000.00			4,000.00	

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
242278	09/21/2021	PRINTED	999996 AJ WILLIAMS	5,875.00			
242279	09/21/2021	PRINTED	999996 ALLISON PETRACCA	3,450.00			
242280	09/21/2021	PRINTED	999996 CHERYL CLARK	5,200.00			
242281	09/21/2021	PRINTED	999996 CHRISTY SMITH	2,641.00			
242282	09/21/2021	PRINTED	999996 JOHNNIE SPENCER	4,000.00			
242283	09/21/2021	PRINTED	999996 TIMOTH MASON	19,362.48			
242284	09/21/2021	PRINTED	999995 GLENDALE APARTMENTS, LTD	1,365.00			
242285	09/21/2021	PRINTED	999995 GLENDALE APARTMENTS, LTD	498.00			
242286	09/21/2021	PRINTED	999995 MATTHEW G. TROSTEL	2,700.00			
242287	09/21/2021	PRINTED	999995 MELESSA EARLENE CROWE	2,900.00			
			10 CHECKS	CASH ACCOUNT TOTAL	47,991.48	.00	

INVOICE ENTRY PROOF LIST

CLERK: RBENSON BATCH: 1227		NEW INVOICES							
VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE
APPROVED PAID INVOICES									
185975	0000 HANCOCK BANK	15795 44398		M092121A	7,974.38		.00	.00	9206020
CASH 999	2021/12	INV 09/21/2021	SEP-CHK: N	DISC: .00					
ACCT 10010	DEPT 555	DUE 09/21/2021	DESC:CREDIT CARD SVCS; AUG 2021						
					11153100	51700		365.00	1099:
					10052730	51700		125.00	1099:
					10052730	52600		335.61	1099:
					77910779	52600		382.80	1099:
					77910779	52600		382.80	1099:
					77910779	52600		382.80	1099:
					77910779	52600		382.80	1099:
					77910779	52600		382.80	1099:
					77910779	52600		382.80	1099:
					77910779	52600		382.80	1099:
					51054300	51700		2.50	1099:
					51054300	51700		250.00	1099:
					10051962	51700		270.00	1099:
					10051962	51700		180.00	1099:
					12051810	51700		519.99	1099:
					12051810	51710		388.13	1099:
					10051600	52600		325.86	1099:
					10051125	52340		10.00	1099:
					10051125	51700		45.00	1099:
					51054100	51700		50.00	1099:
					51154801	54090		34.99	1099:
					72110721	52110		215.95	1099:
					14457238	52190		28.07	1099:
					14457238	52190		17.16	1099:
					10651906	54100		50.00	1099:
					10052710	51700		250.00	1099:
					12051810	52600		109.44	1099:
					12051810	51710		388.13	1099:
					72110721	52600		266.79	1099:
					72110721	52600		266.79	1099:
					72110721	52600		266.79	1099:
					72110721	52600		266.79	1099:
					72110721	52600		266.79	1099:
1 APPROVED PAID INVOICES					TOTAL			7,974.38	
1 INVOICE(S)					REPORT POST TOTAL			7,974.38	

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
242288	09/23/2021	PRINTED	010009 ALABAMA POWER CO	1,092.90			
242289	09/23/2021	PRINTED	151634 AMMONS & BLACKMON CONSTRU	92,319.58			
242290	09/23/2021	PRINTED	063589 AT&T	975.58			
242291	09/23/2021	PRINTED	014579 BALDWIN CNTY JUDGE OF PRO	18.00			
242292	09/23/2021	PRINTED	014005 BALDWIN EMC	7,731.00			
242293	09/23/2021	PRINTED	014005 BALDWIN EMC	41,038.20			
242294	09/23/2021	PRINTED	014005 BALDWIN EMC	1,130.00			
242295	09/23/2021	PRINTED	027007 CENTURYLINK	773.88			
242296	09/23/2021	PRINTED	054257 FRONTIER COMMUNICATIONS O	68.41			
242297	09/23/2021	PRINTED	100861 JOHN G WALTON CONST CO	512,917.87			
242298	09/23/2021	PRINTED	019003 NORTH BALDWIN UTILITIES	27,934.52			
242299	09/23/2021	PRINTED	051003 RIVIERA UTILITIES	271.72			
242300	09/23/2021	PRINTED	181427 SPEAKSPACE LLC	71.84			
242301	09/23/2021	PRINTED	152240 VERIZON WIRELESS	20.04			
			14 CHECKS	CASH ACCOUNT TOTAL	686,363.54	.00	

PRELIMINARY DETAIL INVOICE LIST

CASH ACCOUNT: 999 10010 Treasury Pooled Cash CHECK RUN: E092321 09/23/2021 DUE DATE: 09/23/2021

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	DOCUMENT	CHECK
999992	LINDA HASTON 1 10051910 51750	00000		INV	09/23/2021	9212021 125.00 125.00	15788	
				ElectBU Invoice Net	Electwrkr	CHECK TOTAL	125.00	-----
1 INVOICES		CHECK RUN TOTAL				125.00		

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
242303	09/24/2021	PRINTED	999996 ALYSSA THRASHER	9,100.00			
242304	09/24/2021	PRINTED	999996 ARDATH ROBERTSON	7,200.00			
242305	09/24/2021	PRINTED	999996 KYLIE HERRING	4,800.00			
242306	09/24/2021	PRINTED	999996 MATTISON JOHNSON	5,650.00			
242307	09/24/2021	PRINTED	999995 ASHLEY GATES APARTMENTS	4,498.00			
242308	09/24/2021	PRINTED	999995 BAY MINETTE HOUSING LTD	2,925.00			
242309	09/24/2021	PRINTED	999995 BAY MINETTE HOUSING LTD	2,652.00			
242310	09/24/2021	PRINTED	999995 BCP FOLEY I, LLC	3,443.14			
242311	09/24/2021	PRINTED	999995 DARLENE PROCESS	12,250.00			
242312	09/24/2021	PRINTED	999995 EGP PROPERTY, LLC	6,694.00			
242313	09/24/2021	PRINTED	999995 EPHIPHANY INVESTMENTS, LL	6,824.04			
242314	09/24/2021	PRINTED	999995 JOHN L. SWITZER JR	2,505.00			
242315	09/24/2021	PRINTED	999995 LATECIA BROWN	8,046.00			
242316	09/24/2021	PRINTED	999995 LONG TERM RENTAL GROUP	6,500.00			
242317	09/24/2021	PRINTED	999995 MELESSA EARLENE CROWE	10,887.00			
242318	09/24/2021	PRINTED	999995 MERALYN S. LENZ	7,355.00			
242319	09/24/2021	PRINTED	999995 MICHAEL C. BROUSSARD	10,475.00			
242320	09/24/2021	PRINTED	999995 ROBERT LAYNE ROSS III	3,375.00			
242321	09/24/2021	PRINTED	999995 SWEETWATER APARTMENTS	6,695.00			
			19 CHECKS				
			CASH ACCOUNT TOTAL	121,874.18	.00		



Baldwin County Commission

Agenda Action Form

File #: 22-0038, **Version:** 1

Item #: FA1

Meeting Type: BCC Regular Meeting

Meeting Date: 10/5/2021

Item Status: New

From: Wayne Dyess, County Administrator

Submitted by: Anu Gary, Administrative Services Manager

ITEM TITLE

Commercial Lease Agreement with James A. Black and Elizabeth A. Black for Property in Loxley for the Baldwin County Library Cooperative

STAFF RECOMMENDATION

Discussion Item at this time. Commission and staff should determine the following:

1) Length of lease and effective date?

Per the Lease Agreement as currently drafted, upon expiration of the initial five (5) year term, the lease will be renewed automatically for an additional five (5) year term unless Lessee provides written notice to Lessor within ninety (90) days prior to expiration of the initial term of Lessee's desire to not renew the lease. Upon expiration of the first renewal term, Lessee will have the option to renew this lease for two (2) additional five (5) year terms.

2) Insurance for the building to be paid by the County? If the County is to pay for insurance, an estimate for insurance costs should be obtained from the Lessor.

Per the Lease Agreement as currently drafted, the Lessee shall be responsible for the reimbursement of insurance paid by the Lessor for the insurance on the premises. Lessor shall provide the Lessee with the proof of payment of insurance coverage, and Lessee shall reimburse the same within 30 days of payment by the Lessor. The Lessee shall also be responsible for the provision of their own insurance for any insurance coverage they want to cover the contents and/or liability insurance

If the Commission decides to move forward with the lease agreement, following action should be taken:

Authorize the Chairman to execute a Commercial Lease Agreement between the Baldwin County Commission and James A. Black and Elizabeth A. Black, for the Baldwin County Commission to lease property located at 3147 1st Avenue, Loxley, Alabama, with the monthly rent amount of \$1,200.00.

The lease shall be for five years, beginning **TBD** and ending **TBD**. Upon expiration of the initial term of the lease set out above, said lease will be renewed automatically for an additional five (5) year term unless Lessee provides written notice to Lessor within ninety (90) days prior to expiration of the initial term of Lessee's desire to not renew this lease. Upon expiration of the first renewal term, Lessee will have the option to renew this lease for two (2) additional five (5) year terms.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: N/A

FINANCIAL IMPACT

Total cost of recommendation: \$1,200.00 monthly rental for building.

Budget line item(s) to be used: 10051125.52210 Rental Expense

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

Yes, transfer \$14,400 from 10051105.52900 contingency to the above account

LEGAL IMPACT

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

Yes, County Attorney review/approval necessary.

Reviewed/approved by: Reviewed and modified by County Attorney (Laura Coker) 9/23/2021 akq

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration

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

Correspondence and copy of finalized lease agreement to:

James A. Black and Elizabeth A. Black

MAILING ADDRESS HERE

and via email: janie.black@amedisys.com <<mailto:janie.black@amedisys.com>>

Cc:

Ron Cink

Cian Harrison

Eva Cutsinger

Christie Davis

Brian Peacock

Junius Long

Additional instructions/notes: N/A

COMMERCIAL LEASE

STATE OF ALABAMA
COUNTY OF BALDWIN

THIS AGREEMENT is made and entered into on this the ____ day of _____, 2021, by and between James A. Black and Elizabeth A. Black (hereinafter, together called the Lessor) and Baldwin County, a political subdivision of the State of Alabama, by and through the Baldwin County Commission (hereinafter called the Lessee), for the hereinafter described premises and in consideration of the mutual promises contained herein.

WITNESSETH:

1. **PREMISES AND TERM.** Lessor does hereby lease and demise unto Lessee that premises situated in Baldwin County, Alabama which is commonly known as follows, to-wit: **3147 1st Avenue, Loxley, Alabama**, for continuous use and occupancy for and during the term of FIVE (5) Years beginning _____, and ending _____. This period is herein referenced to as the initial "term" or "period" of said lease. Said property is more specifically described as follows:

3147 1st Avenue, Loxley, Alabama

2. **RENT.** Lessee promises and agrees to pay to Lessor for the term of this lease rent as follows:

- A. The sum of ONE THOUSAND TWO HUNDRED and 00/100 dollars (\$1,200.00) per month. Payment must be received by the 1st day of each period. Failure to pay rent by the 10th of the month shall constitute a default of this lease; plus
- B. A security deposit of \$_____ is due at the time of signing this said lease.
- C. The security deposit, if applicable, will be used for repair due to damage or neglect to the office furnishings, if provided, during the tenants stay. If the office and furnishings are in excellent shape the security deposit will be returned the mailing address provided. The security deposit will not be allowed to be used towards the last month's rent.

3. **Lease After the Expiration of Initial Period.** Upon expiration of the initial term of the lease set out above, said lease will be renewed automatically for an additional five (5) year term unless Lessee provides written notice to Lessor within ninety (90) days prior to expiration of the initial term of Lessee's desire to not renew this lease. Upon expiration of the first renewal term, Lessee will have the option to renew this lease for two (2) additional five (5) year terms.

4. **USE OF PREMISES.** The demised premises shall be used and occupied by the Lessee, or their assigns, as a commercial property, which may include as a library. The Lessee shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised Premises during the term of this lease. The Lessee will not commit any waste to said property nor permit the same to be done and will take good care of said premises at all times, and will not, by any act or omission, render the Lessor liable for any violation thereof. The

initial purpose of the property will be as a library; business on the property is not limited to those business activities, and any other lawful business endeavor shall be allowed on the property with the permission of the Lessor.

5. CONDITION OF PREMISES. The Lessee stipulates that Lessee has examined the demised Premises including the grounds and all buildings and improvements, and that they are, at the time of this lease, in good order and repair, and in a safe, clean and Lessee able condition.

6. ALTERATIONS AND IMPROVEMENTS. The Lessee shall not have the right to make alterations to the building(s) on the demised Premises without the prior consent of the Lessor, which shall not be unreasonably withheld; the Lessee shall make no alteration which violates laws, ordinances, or rules and regulations applicable to the Premises.

All alterations, changes, and improvements built, constructed or placed on the demised Premises by the Lessee shall be the property of the Lessor and remain on the demised Premises at the expiration or sooner termination of this lease. Reimbursement for labor or materials or for any improvements made thereon is acceptable if agreed upon by the Lessor and Lessee.

7. REPAIRS AND MAINTENANCE.

(A) Lessee shall, at all times during the term of this lease, and at its own cost and expense, repair, replace, and maintain in a good, safe, and substantial condition, all Lessee's property and any of its improvements thereto on the demised premises, and shall use all reasonable precaution to prevent waste, damage or injury to the demised premises.

(B) The Lessor shall be responsible for any repairs to the major systems of the structure, including the roof, HVAC, electrical, mechanical, plumbing and major structural repairs. All other repairs will be the responsibility of the Lessee.

(C) If Lessee shall fail or neglect to make any repair, Lessor shall have the right to do so at Lessee's expense. Lessee shall reimburse Lessor for such repairs as Lessor makes or causes to be made on the first day of the month following the presentation to Lessee of a statement for same.

(D) At the end of the term of this lease, or its sooner termination, Lessee shall return to Lessor the demised premises in original condition, less ordinary wear and tear. Any improvements made during the tenancy shall become the possession of the Lessor unless the same is removed by Lessee with minimal damage to the demised premises.

8. TAXES. Lessor shall pay ad valorem real property taxes on the demised premises.

9. UTILITIES, FEES, ETC. The Lessee shall be responsible for all fees, utilities and Wi-Fi that become due during the term of the lease from the property.

10. INSURANCE. The Lessee shall be responsible for the reimbursement of insurance paid by the Lessor for the insurance on the premises. Lessor shall provide the Lessee with the proof of payment of insurance coverage, and Lessee shall reimburse the same within 30 days of payment by the Lessor. The Lessee shall also be responsible for the provision of their own insurance for any insurance coverage they want to cover the contents and/or liability insurance.

11. DEFAULT, LATE PAYMENT AND LESSOR'S LIEN. If any default is made in the payment of rent or any part thereof at the times hereinabove specified, or if any default is made in the performance of or compliance with any other term or condition hereof, at the option of Lessor: the lease shall terminate and be forfeited, and the Lessor may re-enter the Premises and remove all persons therefrom; the Lessor may

accelerate all rental or other payments due under the lease, and Lessee shall pay the full amount thereof on demand; or Lessor may take such other action as may be lawful. However, in the case of Default, Lessor agrees that no lien will be created on personal property located on the premises which is not owned by the Lessee, and Lessor agrees to allow the return or recovery of said personal property by the rightful owners in the case of a default and/or ejection of the Lessee.

12. ABANDONMENT. If at any time during the term of this lease the Lessee abandons the demised Premises or any part thereof, Lessor may, at Lessor's option, enter the demised Premises by any means without being liable for any prosecution therefor, and without becoming liable to Lessee for damages or for any payment of any kind whatever, and may, at Lessor's discretion, as agent for Lessee re-let the demised Premises or any part thereof for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such re-letting, and, at Lessor's option, hold Lessee liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term if this lease had continued in force, and the net rent for such period realized by Lessor by means of such re-letting. If Lessor's right of re-entry is exercised following abandonment of the Premises by Lessee, then Lessor may consider any personal property belonging to Lessee and left on the Premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.

13. SUBLETTING; ASSIGNMENT OF LEASE. The Lessee shall NOT have the option to sublet the premises without express written consent of the Lessor which shall not be unreasonably withheld.

15. INDEMNITY OF LESSEE OF LESSOR; NONLIABILITY OF LESSOR. Lessee shall indemnify Lessor against all expenses, liabilities, claims of every kind, including Lessor's attorney's fees and expenses, by or on behalf of any person or entity arising out of either: (1) a failure of Lessee to perform any of the terms or conditions of this lease, (2) any injury or damage happening on or about the demised premises caused by Lessee's willful negligence, (3) failure of lessee to comply with any law or regulation of any governmental authority, or (4) any lien or security interest filed against the demised premises, or equipment, materials, alterations, or improvements thereon as a result of a delinquency by Lessee.

Lessee hereby releases forever Lessor from any and all claims for damages or injury arising out of Lessee's use or occupancy of the demised premises, and Lessee agrees to indemnify and hold Lessor harmless as to any and all claims of third parties for personal injuries or property damage arising out of Lessee's use or occupancy of the demised premises, all except to the extent caused by the negligence or misconduct of Lessor or its agents.

16. QUIET ENJOYMENT. Lessor warrants that Lessee shall be granted peaceable and quiet enjoyment of the demised premises free from eviction or interference by Lessor, if Lessee pays the rents and other charges provided herein, and otherwise punctually performs the terms and conditions imposed on Lessee hereunder.

17. NOTICES. All notices to be given to Lessee, whether pursuant to this agreement or otherwise, may be made by deposit in the United States Mail, first class postage prepaid, and addressed to Lessee at the Premises described herein. Such notice shall be deemed delivered three days after deposit in U. S. Mail. All notices to be given to Lessor shall be given in writing at the address to which rent is paid. All notices to be given to Lessee shall be given in writing and delivered to the following:

Baldwin County Commission

COMMERCIAL LEASE AGREEMENT

Attn: _____
312 Courthouse Square, Suite 12
Bay Minette, AL 36507

18. Entire Agreement. The Lessee agrees that this instrument constitutes the entire agreement of the parties hereto and that no agreement has been made between Lessee and Lessor or Lessor's agent which is not reduced to writing in this instrument. Lessee further agrees that no modification of this agreement shall be effective unless made in writing and signed by both parties hereto.

18. Severability. If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

19. Law, Venue and Jurisdiction. The parties acknowledge and agree that this Agreement shall in all respects be governed, construed by and administered in accordance with 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. The parties agree that the proper and exclusive venue for any legal action brought to enforce or interpret the terms of this Agreement shall lie in the Circuit Court of Baldwin County, Alabama.

Lessee has carefully read and understands the provision of this lease; understands that it is a legal and binding contract; and, understands that he or she should consult legal counsel in the event there are questions about this agreement.

IN WITNESS WHEREOF, the parties have executed this lease on this the _____ day of _____, 20 ____.

LESSOR:

JAMES A. BLACK

ELIZABETH A. BLACK

LESSEE: Baldwin County Commission

Joe B. Davis, III, Chairman

Attest:

Wayne A. Dyess, County Administrator



Baldwin County Commission

Agenda Action Form

File #: 22-0053, **Version:** 1

Item #: FF1

Meeting Type: BCC Regular Meeting

Meeting Date: 10/5/2021

Item Status: New

From: Eddie Harper, Building Official

Submitted by: Mindy Smith, Permit Administrator

ITEM TITLE

Citizenserve Portal - New Tools Available for Citizens

STAFF RECOMMENDATION

Eddie Harper, Building Official, would like to discuss new tools available for citizens in the Citizenserve Portal.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: N/A

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

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

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

Additional instructions/notes: N/A



Baldwin County Commission

Agenda Action Form

File #: 22-0079, **Version:** 1

Item #: HA1

Meeting Type: BCC Regular Meeting

Meeting Date: 10/5/2021

Item Status: Addendum

From: Ronald J. Cink, Budget Director

Submitted by: Ronald J. Cink, Budget Director

ITEM TITLE

Amendment to Memorandum of Agreement Between the Alabama Department of Public Health and Baldwin County Commission

STAFF RECOMMENDATION

Approve the Amendment to the Memorandum of Agreement between the Alabama Department of Public Health (ADPH) and Baldwin County Commission which confirms and ratifies all previous provisions and additionally allows ADPH to include improvements to public health facilities owned by Baldwin County Commission located at 22251 Palmer Street and 23280 Gilbert Drive, both located in Robertsdale, Alabama.

BACKGROUND INFORMATION

Previous Commission action/date: October 2020

Background:

- 1) The Commission and the Department are mutually desirous of making the following improvements at the public health facility located at 22251 Palmer Street, Robertsdale, Alabama:
 - a. Construction of interior walls and doors for the purpose of creating additional workspaces for public health employees

- 2) The Commission and the Department are mutually desirous of making the following improvements at the public health facility located at 23280 Gilbert Drive, Robertsdale, Alabama:
 - a. Erection of a storage building on the facility's property
 - b. Sealing, coating, and striping of the facility's parking lot
 - c. Updating the facility parking lot's LED lighting controls
 - d. Erection of a pole bard/canopy to facilitate drive through service for clients
 - e. Sidewalk and parking lot improvements.

FINANCIAL IMPACT

Total cost of recommendation: \$0 Commission Funding, the estimated cost for all such improvements is \$430,000, to be paid by ADPH from the ELC Grant funds

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?
Attached Amendment has been reviewed by County Legal.

Reviewed/approved by: Brad Hicks

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):
Email Amendment to Mr. Chad Kent chad.kent@adph.state.al.us

Additional instructions/notes: N/A

**AMENDMENT TO MEMORANDUM OF AGREEMENT
BETWEEN THE ALABAMA DEPARTMENT OF PUBLIC HEALTH
AND
BALDWIN COUNTY COMMISSION**

THIS AMENDMENT TO MEMORANDUM OF AGREEMENT (“Amendment”), dated as of the latter of the signature dates below, and terminating July 31, 2023, is by and between the Alabama Department of Public Health (hereinafter referred to as the “Department”) and the Baldwin County Commission (hereinafter referred to as the “Commission”).

WHEREAS, the parties hereby confirm and reaffirm all previous provisions in the current Memorandum of Agreement between the parties, effective October 1, 2020 (the “Memorandum of Agreement”), attached as Exhibit 1;

WHEREAS, this Amendment will be incorporated as an addendum to the Memorandum of Agreement;

WHEREAS, the Memorandum of Agreement sets forth a Lease Agreement in paragraph 4, describing the facilities leased to the Department by the Commission for the provision of important public health services in Baldwin County (the “Leased Premises”);

WHEREAS, the Leased Premises include all improvements to the public health facilities and related parking facilities, and all furnishings, fixtures, and equipment installed therein at the Baldwin County Central Annex Building, 22251 Palmer St. Robertsdale, AL, and the Baldwin County Health Department, 23280 Gilbert Drive, Robertsdale, AL;

WHEREAS, the Department is the recipient of the Centers for Disease Control and Prevention’s ELC (Epidemiology and Laboratory Capacity for Infectious Diseases) Grant award, CFDA #93.323, being Grant number 6NU50CK000545-02-03, for the funding period January 15, 2021, to July 31, 2023, which funds are authorized to be used to provide safety improvements at the above-referenced public health facilities leased by the Department;

WHEREAS, the ELC Grant program was authorized through the following Acts: 301(A) and 317 (K)(2) PHS 42 U.S.C. §§ 241(A), 247B(K)2.;

WHEREAS, no alterations, additions, or improvements to the Leased Premises are to be made without first obtaining the express written consent of the Commission;

WHEREAS, the Department and the Commission, in their mutual interest, wish to amend paragraph 4 of the Memorandum of Agreement as set forth below accordingly;

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Department and the Commission agree as follows:

1. The Commission and the Department are mutually desirous of making the following improvements at the public health facility located at 22251 Palmer Street:
 - a. Construction of interior walls and doors for the purpose of creating additional work spaces for public health employees.

2. The Commission and the Department are mutually desirous of making the following improvements at the public health facility located at 23280 Gilbert Drive:
 - a. Erection of a storage building on the facility's property
 - b. Sealing, coating, and striping of the facility's parking lot
 - c. Updating the facility parking lot's LED lighting controls
 - d. Erection of a pole bard/canopy to facilitate drive through service for clients
 - e. Sidewalk and parking lot improvements

3. The estimated cost for all such improvements is \$430,000, to be paid by the Department from the ELC Grant funds. Should the cost of materials, labor, or other related costs for the proposed improvements increase above the estimated cost due to factors beyond the Department's control, the Commission and the Department agree and understand that the proposed improvements may be subject to reduction or modification. Additional improvements to those listed hereinabove funded by the ELC Grant funds may be undertaken by the Department pursuant to a written amendment to this Amendment, subject to the Commission's approval.

4. The Commission agrees to the use of the services of The Robins & Morton Group as the Program Management Contractor for the facility improvements. The Department shall provide, at its own cost and expense, any and all appurtenances, devices, or accessories required for said Program Management Services.

5. The Department agrees and understands that the above-described facility improvements remain with the public health facilities as fixtures and are not subject to removal by the Department upon termination of the Memorandum of Agreement or this Amendment. The Department agrees further to pay any increased costs for casualty insurance, utilities, and upkeep resulting from the facility improvements for which it may be responsible, in accordance with the terms and conditions of the Memorandum of Agreement.

6. This Amendment may be canceled at any time by either party providing a thirty (30) day written notice to the other party, prior to issuance of a notice to proceed to the contractor and commencement of construction.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE BLOCKS APPEAR ON THE FOLLOWING PAGE]

Baldwin County Commission

Alabama Department of Public Health
This MOU has been reviewed as to content

Signed: _____
Chairman, Baldwin County Commission

Signed: _____
Chad Kent, Administrator
Southwestern District

Date: _____

Date: _____

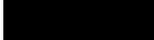
Address: 312 Courthouse Square, Suite 12
Bay Minette, AL 36507

APPROVED:
Alabama Department of Public Health

Telephone: 251-937-0264
Fax: 251-580-2500

Signed: _____
Scott Harris, M.D., M.P.H.
State Health Officer

Type or print your email address:

Social Security or FEIN: 

Date: _____



**MEMORANDUM OF AGREEMENT
BETWEEN
THE ALABAMA DEPARTMENT OF PUBLIC HEALTH
AND
BALDWIN COUNTY COMMISSION**

This Memorandum of Agreement (hereinafter referred to as "Agreement") entered into by and between the State of Alabama, Department of Public Health (hereinafter referred to as "Department") and the Baldwin County Commission (hereinafter referred to as the "Commission" a/k/a "Contractor") is effective October 1, 2020, and terminates on September 30, 2023, pursuant to an appropriation equal to the collection of ½ mill Ad Valorem tax as provided in Section 22-3-10 of the Code of Alabama (1975).

NOW THEREFORE, in consideration of the mutual covenants specified below, the parties herein agree to the following:

1. Scope of Services

The Department will provide services as set out in the scope of services, which is included with this Agreement as **Attachment A** and which is incorporated as if fully set out herein.

2. Payment

A. The Commission agrees to establish a separate fund for the proceeds of said tax and shall be used for no other purpose except that for which the said tax is levied and collected. The proceeds of said tax shall be transferred from the separate fund to the Department within thirty (30) days of receipt; with the exception of \$1,879,958 reserved by the Commission for items detailed in Schedule of Disbursements, which is included with this agreement as **Attachment B** and which is incorporated as if fully set out herein and shall be transferred annually by the Commission.

B. The Department shall maintain records and documents detailing work performed and the approximate cost associated with the services provided.

3. Term of Agreement

All work performed and obligations under this Agreement shall begin on October 1, 2020 and shall terminate at the expiration of thirty-six (36) months. If the term of this Agreement extends beyond one fiscal year, this Agreement is subject to termination in the event that funds are not appropriated for the continued payment of the contract in subsequent fiscal years. This Agreement may be amended by the mutual written agreement of both parties. The Department and the Commission will hold a meeting annually during the fourth quarter of the fiscal year to discuss the aspects of the cooperative agreement.

4. Lease Agreement

Provision of County Space at Baldwin County Central Annex Building - Robertsdale

The parties hereby agree that the Department will lease from the Commission, including all necessary utility services, a minimum of 8,764 square feet of previously designated space located within a county-owned facility known as the Baldwin County Central Annex Building in Robertsdale, Alabama. In exchange for the occupancy of said space, the Department agrees to pay \$48,000, with said amount distributed as a contribution towards the Rabies and Vector Control Programs according to the terms set forth therein. The Commission agrees to pay for utilities, insurance on the building only, janitorial service and upkeep of this facility. The Department will be responsible for procuring and paying for insurance on its contents, if deemed necessary.

Provision of County Space at Baldwin County Health Department Building - Robertsdale

The parties hereby agree that the Department will lease from the Commission, a minimum of 13,000 square feet of space located within a county owned facility known as the Baldwin County Health Department located at 23280 Gilbert Drive, Robertsdale, Alabama. In exchange for the occupancy of said space, the Department agrees to pay \$24,000, with said amount distributed as a contribution towards the Rabies and Vector Control Programs. The Department agrees to pay for utilities and janitorial service. The Commission agrees to pay for insurance on the building only and upkeep of this facility. The Department will be responsible for procuring and paying for insurance on its contents, if deemed necessary.

Provision of County Space at Baldwin County Annex VI – Bay Minette

The parties hereby agree that the Commission will provide office space located at 212 Courthouse Square, Bay Minette, Alabama, to the Department at no cost to operate a satellite office in Bay Minette. The Commission agrees to pay for utilities, insurance on the building only, janitorial service and upkeep of this facility. The Department will be responsible for procuring and paying for insurance on its contents, if deemed necessary.

Said Lease of all the county office space as above referenced shall extend for a term that coincides with this Cooperative Agreement and continuing and extending as a month-to-month tenancy thereafter in the event the parties fail to renew said Cooperative Agreement.

Notwithstanding any provision herein, it is agreed that the parties will have the right to terminate the Lease in the event said leased premises should be totally destroyed by whatever cause with this Lease remaining in effect during the event of a partial destruction or damage of the property by whatever cause.

The Commission does hereby grant and give to the Department an option to renew this Lease Agreement at the end of this Lease and/or Cooperative Agreement upon all the same terms and the conditions as herein stated by giving the Commission a thirty (30) day written notice prior to the expiration of the then existing term of its intention to so renew or extend.

5. Termination of Agreement for Cause

If, through any cause, either party shall fail to fulfill in a timely and proper manner its obligation under this Agreement, or either party shall violate any of the covenants, agreements or stipulation of this Agreement, either party shall thereupon have the right to terminate this Agreement by giving written notice to either party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. In that event, any finished or unfinished studies, reports or other work by either party shall, at the option of either party become its property, and either party shall be entitled to receive just and equitable compensation for any satisfactory work or service completed under this Agreement.

6. Changes

Either party may, from time to time, require changes in the scope of services of either party to be performed hereunder. Such changes, including any increases or decreases in the amount of either party's compensation, which are mutually agreed upon by and between either party shall be incorporated in written amendments to this Agreement.

7. Equal Employment Opportunity

There shall be no discrimination against any employee who is employed in the work covered by this Agreement, or against any applicant for such employment, because of race, color, sex, national origin, age or disability covered by the Americans with Disabilities Act. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Department shall insert a similar provision in all subcontracts for services covered by this Agreement.

8. Interest of Members of the Department and Others

No officer, member or employee of the Department and no members of The Baldwin County Board of Health or the Alabama State Board of Health, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects his/her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

9. Assignability

Neither party shall assign any interest in this Agreement, and shall not transfer any

interest in the same (whether by assignment or novation), without the prior written consent of the other party.

10. Officials Not to Benefit

No member or delegate to the Legislature of Alabama and no resident commissioner shall be admitted to any share or part hereof or to any benefits to arise herefrom.

11. Copyright

No reports, maps, or other documents or products produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of either party.

12. Audits and Access to Records

The Department shall have financial statements prepared and audited in accordance with generally accepted auditing standards, and if applicable, the Department shall conduct an audit in accordance with the requirements of OMB Circular A-133. The Department agrees that the State Comptroller of Alabama or any of his/her duly authorized representatives, and the Chief Examiner of the Department of Examiners of Public Accounts and any of his/her duly authorized representative shall, have access to and the right to audit, examine, and make excerpts of transcripts from any directly pertinent books, documents, papers, and records of either party involving transactions related to this Agreement. Both parties agree to provide access to any or all documents, papers, records and directly pertinent books involving transaction related to this Agreement upon written request.

13. Outside Contractor Not Entitled to Merit System Benefits

In the case of the contractual agreements with Non-State Agencies, under and by no circumstances shall the employer, nor any of its employees, be entitled to receive the benefits granted to State employees under the Merit System Act by reason of this Agreement.

14. Not to Constitute a Debt of the State/Settlement of Claims

It is agreed that the terms and commitments herein shall not be constituted as a debt of the State of Alabama or the Commission in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this contract, be enacted, then the conflicting provision in the Agreement shall be deemed null and void.

For any disputes arising under the terms of this Agreement, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General's Office of Administrative hearings or where appropriate, private mediators.

15. Requisite Reviews and Approvals

The Baldwin County Health Department acknowledges and understands that this Agreement is not effective until it has received all requisite state government approvals, and the Baldwin County Health Department shall not begin performing work under this contract until notified to do so by the Commission.

16. Other Provisions

A. NOT TO EXCEED

Under no circumstances shall the maximum amount payable by the department under this Memorandum of Agreement exceed \$1,879,958.00 annually for the Memorandum of Agreement period.

B. DISCRIMINATION CLAUSE

Contractor will comply with Titles IV, VI, and VII of the Civil Rights Act of 1964, the Federal Age Discrimination in Employment Act, Section 504 of the Rehabilitation Act of 1973, The Americans with Disabilities Act of 1990, and all applicable federal and state laws, rules and regulations implementing the foregoing statutes with respect to nondiscrimination on the basis of race, creed, color, religion, national origin, age, sex or disability as defined in the above laws and regulations. Contractor shall not discriminate against any otherwise qualified disabled applicant for, or recipient of aid, benefits, or services or any employee or person on the basis of physical or mental disability in accordance with the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990.

C. GOVERNOR'S PRORATION CLAUSE

It is agreed that Department may terminate this Memorandum of Agreement by giving 30 days written notice to Contractor, should the Governor of Alabama declare proration of the fund from which payment under this Memorandum of Agreement is made. This termination for cause is supplemental to other rights Department may have under this Memorandum of Agreement or otherwise to terminate such Memorandum of Agreement.

D. TERMINATION CLAUSE

This Memorandum of Agreement may be terminated, with or without cause, by either party giving 30 days written notice to the other party.

E. HOLD HARMLESS CLAUSE

Contractor hereby holds harmless the State of Alabama and the Department and their officers, agents, servants and employees from any and all claims arising out of acts or omissions committed by the Contractor or any agent, servant or employee of Contractor while in performance hereunder.

F. TOBACCO SMOKE CLAUSE

Public Law 103277, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity. By signing and submitting this Contract, the Contractor certifies that it will comply with the requirements of the Act.

The Contractor further agrees that it will require the language of this certification be included in any sub-awards which contain provisions for the children's services and that all contractors shall certify accordingly.

G. DRUG-FREE WORKPLACE CLAUSE

1. By signing and/or submitting this Contract agreement, the Contractor is providing the certification set out below.
2. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the contractor knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. For contractors other than individuals, Alternate I applies.
4. For contractors who are individuals, Alternate II applies.
5. Workplaces under contracts, for contractors other than individuals, need not be identified on the certification. If known, they may be identified in the contract application. If the contractor does not identify the workplace(s) on file in its office and make the information available for Federal inspection, this failure to identify all known workplaces constitutes a violation of the contractor's drug-free workplace requirements.

6. Workplace identification must include the actual address of buildings (or parts of buildings) or other sites where work under the contract takes place. Categorical descriptions may be used (e.g. all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performances in concert halls or radio stations).
7. If the workplace identified to the agency changes during the Performance of the contract, the contractor shall inform the agency of the change(s), if it is previously identified the workplaces in question (see paragraph five).
8. Definitions of terms in the Non-procurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Contractors' attention is called, in particular, to the following definitions from these rules:

Controlled substance means a controlled substance in schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

Employee means the employee of a Contractor/directly engaged in the performance of work under a contract, including (i) All direct charge employees; (ii) All indirect charge employees unless their impact or involvement is insignificant to the performance of the contract; and, (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the contract and who are directly engaged in the performance of work under the contract and who are on the Contractor's payroll . This definition does not include workers not on the payroll of the Contractor (e.g., volunteers, even if used to meet a

matching requirement; consultants or independent contractors not on the Contractor's payroll; or employees of sub-recipients or subcontractors in covered workplaces).

Certification regarding drug-free workplace requirements.

Alternate I (Contractors Other Than Individuals). The contractor certifies that it will or will continue to provide a drug free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation for such prohibition;

(b) Establishing an ongoing drug-free awareness program to Inform employees about-

(1) The dangers of drug abuse in the workplace;

(2) The Contractor's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the contract, the employee will-

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after conviction;

(e) Notifying the agency in writing, within ten calendar days

after receiving notice under paragraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d) (2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

(B) The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check if there are workplaces on file that are not identified here.

Alternate II. (Contractors' Who are Individuals)

(a) The Contractor certifies that, as a condition of the contract, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession or use of a

controlled substance in conducting any activity with the contract;

(b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, with 10 calendar days of the conviction, to every grant officer or other designee, unless the Federal agency designated a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

H. LOBBYING CLAUSE

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this Certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(4) DEPARTMENT SUSPENSION CLAUSE

(This clause is required to be reproduced verbatim by federal regulations. For the purposes of this clause, "prospective lower tier participant" refers to the Contractor or Grantee or Sub-grantee herein.)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower participant knowingly rendered on erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, Proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitation for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR par 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this proposal that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

[Remainder of this page left intentionally blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on this the _____ day of _____, 2020.

CONTRACTOR
Baldwin County Commission

Alabama Department of Public Health
This Memorandum of Agreement has been reviewed as to Content

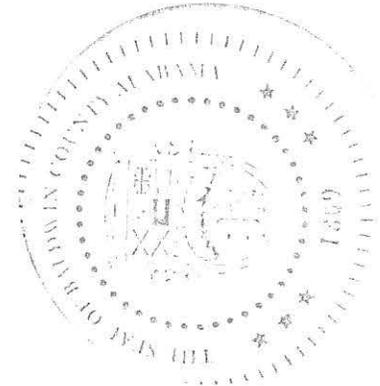
SIGNED: 
Joe Davis III, Chairman

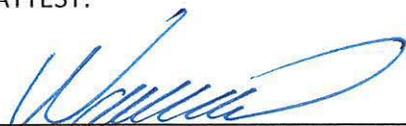
SIGNED: 
Chad Kent, Administrator
Southwestern District

DATE: 11/17/2020

DATE: 10/27/2020

Address: 312 Courthouse Square, Suite 12
Bay Minette, AL 36507
Telephone: 251-937-0264
Fax: 251-580-2500



ATTEST:

Wayne Dyess, County Administrator

APPROVED:
Alabama Department of Public Health


Social Security Number or FEIN


Scott Harris, M.D.
State Health Officer

DATE: 12/8/2020

APPROVED:
State of Alabama Department of Public Health

APPROVED AS TO FORM AND
COMPLIANCE WITH APPLICABLE
RULES AND REGULATIONS
DEPT. OF PUBLIC HEALTH

DEC 3 2020

OFFICE OF GENERAL COUNSEL

**ATTACHMENT A
SCOPE OF SERVICES**

Scope of Services for the Cooperative Agreement between the Baldwin County Health Department and the Baldwin County Commission.

The Baldwin County Health Department (Department) will through its duly authorized agents/representative and/to the Alabama Department of Public Health (ADPH) and/or its duly authorized agents/representatives including specialized laboratory services, provide the following services relating to the development, support, implementation and administration of preventative public health services in Baldwin County, Alabama.

1. All such public health services as prescribed by Alabama State Law and enumerated in the Public Health Laws of Alabama, 2001 Edition.
2. All such public health services and regulations duly adopted and promulgated as prescribed by the Alabama State Board of Health and the Baldwin County Board of Health.
3. All such services associated with the protection of public health through a comprehensive mosquito control program operated and managed by Baldwin County Commission in accordance with the publication, How to Start a Mosquito Control Program in Your Town, Alabama. "Step-By-Step Instructions and Resources to Protect the Public Health from Mosquito-Borne Diseases", and other such information and guidance as endorsed by the Department and the ADPH, less and except mosquito control services provided by municipal corporations. Reimburse the Commission an amount not to exceed \$500,000.00 for services provided in the mosquito control program.
4. All such services associated with the protection of public health through a cooperative effort by and between the Department and the Commission to enforce the provisions of Title 3, Chapter 7A, Code of Alabama, 1975, entitled Rabies, through the operation and management of the Baldwin County Animal Shelter. Reimburse the Commission an amount not to exceed \$1,222,000.00 annually for services provided in the Animal Control Program by a Commission employee(s).

The Baldwin County Commission (Commission) will through its duly authorized agents/representatives provide the following support services in Baldwin County, Alabama.

1. All such services associated with the protection of public health through coordination with the Department in a comprehensive mosquito program, to include the development, support, implementation and administration of an effective mosquito adulticide program operated in accordance with the publication:

How to Start a Mosquito Control Program in Your Town, Alabama. “Step-By-Step Instructions and Resources to Protect the Public Health from Mosquito-borne Diseases” and other such information and guidance as endorsed by the Department. Additionally, above and beyond the appropriation of the funds collected and allocated in accordance with Section 22-3-10 of the Code of Alabama (1975), the Commission agrees to provide a suitable, secure location for the storage of mosquito control chemicals, vehicle parking, and chemical loading of the vehicles.

2. All such services associated with the protection of public health through a cooperative effort by and between the Department and the Commission to enforce the provisions of Title 3, 7A, Code of Alabama, 1975, entitled Rabies. Additionally, above and beyond the appropriation of the funds collected and allocated in accordance with Section 22-3-10 of the Code of Alabama (1975), the Commission agrees to operate the Baldwin County Animal Shelter, including, but not limited to, payment of associated utilities, building and grounds upkeep, staffing, management and vehicles service and maintenance. The Commission agrees to waive any fees associated with the disposal of animals resulting from the operation of the Rabies Control Program.

3. The Commission shall provide the Department with a detailed financial statement for services rendered in the Animal Control and mosquito control programs by an employee(s) of the commission.

**ATTACHMENT B
SCHEDULE OF ANNUAL DISBURSEMENTS**

Baldwin County Commission

Baldwin County District Attorney's Office	\$24,000.00
Operation of the Baldwin County Animal Shelter Program not to exceed	\$1,222,000.00
Operation of the Baldwin County Mosquito Control Program not to exceed	\$500,000.00

Baldwin County Municipalities

Support of existing mosquito control programs conditioned upon approval of a separate Cooperative Agreement with the Baldwin County Health Department to support a comprehensive mosquito control program in accordance with the publication: How to Start a Mosquito Control Program in Your Town, Alabama, "Step-By-Step Instructions and Resources to Protect the Public Health from Mosquito-Borne Diseases" and other such information and guidance as endorsed by the Baldwin County Health Department and the Alabama Department of Public Health. Municipalities shall provide documentation that the funds appropriated below are used exclusively for mosquito control programs existing within their corporate limits.

Municipality	Population	Appropriation
Bay Minette	8,044	\$ 15,640.00
Daphne	21,570	\$ 33,162.00
Elberta	1,498	\$ 1,104.00
Fairhope	15,326	\$ 24,960.00
Foley	14,618	\$ 15,180.00
Gulf Shores	9,741	\$ 10,088.00
Loxley	1,632	\$ 2,696.00
Magnolia Springs	723	\$ 1,446.00
Orange Beach	5,441	\$ 7,568.00
Perdido Beach	581	\$ 1,162.00
Robertsdale	5,276	\$ 7,564.00
Silverhill	706	\$ 1,232.00
Spanish Fort	6,798	\$ 10,846.00
Summerdale	862	\$ 1,310.00
Sub-Total	92,816	\$ 133,958.00
 Grand TOTAL		 \$ 1,879,958.00



Baldwin County Commission

Agenda Action Form

File #: 22-0085, **Version:** 1

Item #: HA2

Meeting Type: BCC Regular Meeting

Meeting Date: 10/5/2021

Item Status: Addendum

From: Wayne Dyess, County Administrator

Submitted by: Keri Green, Commission Executive Assistant

ITEM TITLE

Baldwin County Library Board - Board Appointment(s)

STAFF RECOMMENDATION

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

Reappoint Mr. Chad Yarbrough as a member of the board for a four-year term, said term continuing from October 1, 2021, and expiring on October 1, 2025.

BACKGROUND INFORMATION

Previous Commission action/date: October 6, 2020

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

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

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

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

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

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

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

Mr. Chad Yarbrough
19117 Fairfield Drive
Fairhope, Alabama 36532

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

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

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

Post Office Box 339
Robertsdale, Alabama 36567
(251) 947-7632

Director of Library Board Email: director@baldwincountylibrary.org

General Board Information:

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

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

REVISED: 10/06/2020 akg