Baldwin County Commission

Baldwin County Commission
Work Session Meeting Agenda

Monday, September 14, 2020
8:30 AM

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

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

Wayne A. Dyess, County Administrator

Public hearings commence at 8:30 AM.

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

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

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

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

WELCOME BY CHAIRMAN, INVOCATION AND PLEDGE OF ALLEGIANCE

A ADOPTION OF MINUTES

September 1, 2020, Regular Meeting

B ACTION ITEMS

BA ADMINISTRATION

BA1 Amendment of Lillian Recreational Center, Inc. Lease Agreement **20-1533**

BA2 City of Fairhope - Annexation Notification **20-1495**

BC ARCHIVES AND HISTORY

BC1 *Acceptance of the Latham Post Office and Transporting the Post Office to Bicentennial Park **20-1512**

BE BUDGET/PURCHASING

BE1 Competitive Bid #WG20-44A - Prescribed Burn and Timber Removal of 424.46 Acres of “Wet Pine Flatwoods Habitat” Within the Baldwin County Mitigation Area, Gulf Shores, Alabama for the Baldwin County Commission **20-1528**

BE2	Competitive Bid #WG20-52 - Provision of Push-To-Talk over Cellular (PoC) Services and Equipment Monthly Rental for the Baldwin County Commission	**20-1511**
BE3	Lease of One (1) Postage Machine for the Baldwin County Central Annex Located in Robertsdale, Alabama	**20-1497**
BE4	Pre-qualification of Contractors for the Construction of a New Baldwin County Animal Shelter Intake Building Located in Summerdale, Alabama for the Baldwin County Commission	**20-1505**
BE5	Rental of Six (6) Copy Machines for Various Departments for the Baldwin County Commission	**20-1541**
BE6	Request for Proposals (RFP) for the Purchase and Implementation of a Juvenile Justice Information System Software Solution for the Baldwin County Juvenile Detention Center	**20-1513**
BE7	Request for Qualifications (RFQ) for Professional Services for Engineering/Environmental Services for a Coastal Processes Study for the Lillian Park Beach Habitat and Shoreline Protection	**20-1510**
BE8	Transfer of a Vehicle from Baldwin County Judge of Probate Office to the Baldwin County District Attorney's Office	**20-1506**
BE9	Quotes for the Purchase and Installation of New Carpet in the Baldwin County Commission Administration Building Located in Bay Minette, Alabama	**20-1534**
BE10	Acceptance of Fiscal Year 2020-2021 Alabama Department of Youth Services (ADYS) Grant Agreement on Behalf of the Baldwin County Juvenile Court and Approval of The Bridge, Inc. Agreement related to the ADYS Grant Funds	**20-1502**
BE11	Resolution #2020-129 - Fiscal Year 2020 - Year End Budget Amendment	**20-1478**
BE12	*Adoption of the Baldwin County Fiscal Year 2020-2021 Budget	**20-1459**
BE13	Appropriation Agreements Aligned to the Baldwin County Fiscal Year 2020-2021 Budget	**20-1460**
BE14	Resolution #2020-131 - Appropriation of Commission Discretionary Funds for the USS Alabama Battleship Commission	**20-1503**
BE15	Appropriation of Funds to Eye Heart World, Inc. for the Rose Center	**20-1566**

BK EMERGENCY MANAGEMENT AGENCY (EMA)

BK1	Sale of Excess/Surplus Power Generators by the Emergency Management Agency	**20-1507**

BL ENVIRONMENTAL MANAGEMENT

BL1	2020 Annual Christmas Tree Recycling Program	**20-1236**
BL2	Baldwin County Solid Waste Department's Holiday Hours	**20-1237**
BL3	Baldwin County Solid Waste Uncollectible Residential Accounts	**20-1557**
BL4	Mandatory Garbage Fees - Low Income Exemption Applications Fiscal Year 2020	**20-1540**
BL5	Premises Pollution Liability Insurance Premium	**20-1542**
BL6	*Purchase of Property Adjacent to 17917 CC Road, Elberta, Alabama, Eastfork Landfill	**20-1536**

BM FINANCE AND ACCOUNTING

BM1	Election Expense Funding Application Related to COVID-19	**20-1519**
BM2	Sales and Use Tax Collection Agreement between Baldwin County Commission and Baldwin County Board of Education - Section 45-2-243 of the Code of Alabama 1975	**20-1522**

BN HIGHWAY

BN1	Case No. S-18034 - Turnberry Crossing, Phase 2 - Release Maintenance Bond	**20-1521**
BN2	County Information Management System (CIMS) User License Agreement with Diversified Computer Services	**20-1558**
BN3	Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0220619 - Courtney Lane (Tract 1)	**20-1547**
BN4	Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0220619 - Courtney Lane (Tract 2)	**20-1548**
BN5	Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0220619 - Courtney Lane (Tract 3)	**20-1549**
BN6	Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0220619 - Courtney Lane (Tract 4)	**20-1550**

BN7	Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0220619 - Courtney Lane (Tract 5)	**20-1551**
BN8	Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0220619 - Courtney Lane (Tract 6)	**20-1552**
BN9	Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0220619 - Courtney Lane (Tract 7)	**20-1553**
BN10	License Agreement No. 20028 - Shell Banks Lane - Right-of-Way	**20-1520**
BN11	Tennis Club Drive - Road Acceptance	**20-1560**
BO	**JUVENILE DETENTION**	
BO1	Agreement between the Baldwin County Commission and the Baldwin County Board of Education Concerning the Allocation of the Neglected and Delinquent Youth Fund	**20-1525**
BQ	**PERSONNEL**	
BQ1	Archives Department - Employment of One (1) Part-time Gate Attendant Position	**20-1570**
BQ2	Highway Department (Administration) - Employment of One (1) Custodian Position	**20-1569**
BQ3	Juvenile Detention Center - Employment of One (1) Part-time Detention Technician Position	**20-1532**
BQ4	Approval of Updated Organizational Charts and Position Descriptions	**20-1546**
BQ5	Personnel Department - Employee Handbook Changes	**20-1529**
BQ6	Personnel Department - Association of County Commissions of Alabama Self-Insurance Fund - 2019-2020 Safety Incentive Discount Program Application	**20-1530**
BQ7	Personnel Department - Baldwin County Employee Health and Wellness Incentive Program	**20-1531**
BQ8	Personnel Department - Blue Cross Blue Shield Enrollment Agreement for 2021	**20-1544**
BR	**PLANNING AND ZONING**	

BR1	Baldwin County Commission District No. 4 Planning (Zoning) District Board of Adjustment (Greater South Baldwin County Area) - Board Appointment	**20-1517**
BR2	Proposed Amendments to the Text of the Baldwin County Zoning Ordinance	**20-1563**

C PRESENTATIONS

CA GENERAL

CA1	*Adoption of Baldwin County Strategic Plan	**20-1398**

D PUBLIC HEARINGS

DA ADMINISTRATION

DA1	Case No. LV-20007 - Alcohol License Application for Bubblestone, LLC d/b/a Bubblestone	**20-1480**

DF BUILDING INSPECTION

DF1	*Amendment to the Baldwin County Building Department Fee Schedule	**20-1442**
DF2	*Amendment to Previously Adopted 2018 International Building Code and Baldwin County Supplemental Code for Residential Construction	**20-1441**

DR PLANNING AND ZONING

DR1	*Case No. Z-20026 - Merritt and Walding, LLP Property Rezoning	**20-1556**
DR2	*Case No. Z-20027 - Estate of Inez Stots Property Rezoning	**20-1559**
DR3	*Case No. Z-20028 - Estate of Inez Stots Property Rezoning	**20-1561**
DR4	*Case No. Z-20029 - Schambeau Property Rezoning	**20-1562**

E COMMITTEE REPORTS

EA FINANCE/ADMINISTRATION DIVISION

EA1	Payment of Bills	**20-1554**
EA2	Notification of Interim Payments Approved by Clerk/Treasurer as Allowed Under Policy 8.1	**20-1555**

F DISCUSSION ITEMS

FM FINANCE AND ACCOUNTING

FM1 Payment of Bills During the Accounting System Conversion **20-1543**

FM2 Proposed Bank Account Conversion **20-1545**

G COMMISSIONER REQUESTS

H ADDENDA

HA GENERAL

HA1 Resolution #2020-134 in Support of Baldwin Beach Express II Expansion Project **20-1576**

HA2 Termination for Cause of Lease Agreement for Store and Management Agreement for Campground Located at Live Oak Landing between the Baldwin County Commission and WildNative LOL, LLC **20-1580**

HA3 Delta Computer Systems, Inc. - Software Support Agreement and Addendum **20-1579**

HA4 Waiving Permit Fees for Repairs Related to Damage Caused by Hurricane Sally **20-1582**

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 #: 20-1533, **Version:** 1 **Item #:** BA1

Meeting Type: BCC Regular Meeting
Meeting Date: 9/15/2020
Item Status: New
From: Wayne Dyess, County Administrator
Submitted by: Anu Gary, Administrative Services Manager

ITEM TITLE
Amendment of Lillian Recreational Center, Inc. Lease Agreement

STAFF RECOMMENDATION
Related to the Lease Agreement between the Baldwin County Commission and Lillian Recreational Center, Inc., for the Lillian Recreational Center, Inc., to lease 6 acres, more or less, of county property known as the Lillian Recreational Center Park in Lillian for the purposes of providing a public park and a recreational facility, take the following action:

1) Approve the First Amendment to the Lease Agreement, said amendment to be effective September 15, 2020.

BACKGROUND INFORMATION

Previous Commission action/date: 02/05/2019 - Last lease agreement approval.

Background: On February 5, 2019, the Commission approved a Lease Agreement between the Baldwin County Commission and Lillian Recreational Center, Inc., for the Lillian Recreational Center, Inc., to lease 6 acres, more or less, of county property known as the Lillian Recreational Center Park in Lillian for the purposes of providing a public park and a recreational facility. The term of the lease shall begin upon the date of full execution and expire five (5) years thereafter, unless sooner terminated by either party according to the terms contained in the agreement. This agreement shall supersede and make null and void, any previous Lease Agreements between the Baldwin County Commission and Lillian Recreational Center, Inc., related to the County property known as the Lillian Recreational Center Park in Lillian.

Currently, $1.00 per year is paid to the County by the Lillian Recreational Center, Inc. and the County pays $1,200.00 annually to the Lillian Recreational Center, Inc. to off-set miscellaneous repairs to the premises.

At this time, the Commission wishes to take over the maintenance of the premises, including building (s) and grounds, with the Lillian Recreational Center, Inc. still managing the daily operations and

events at the park. Amendment to the Lease Agreement is necessary to effect those changes.

General Background Information:

Since the late 1980's, when the County acquired the 6-acre Lillian Recreational Park property located in the unincorporated Lillian community on US Highway 98, the Commission has entered into a series of five-year lease agreements with Lillian Recreational Center, Inc. The property is used as a public park and recreational facility for the Lillian community. The County Parks Division performs grounds maintenance on Center property on a periodic basis, and the County Building Maintenance Department performs facilities/equipment maintenance at the Center on an infrequent basis.

FINANCIAL IMPACT

Total cost of recommendation: TBD - The cost of maintenance and needed repairs at the Lillian Recreational Park to be added to the Parks Department budget, beginning Fiscal Year 2021.

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?
Yes.

Reviewed/approved by: Approved by Laura Coker, Stone Crosby 09/08/2020 akg

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

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

Letter via U.S. Regular Mail to:

Reverend Melvin E. Whitehurst, Ph.D., President
Lillian Recreational Center, Inc.
32369 Highway 98
Lillian, Alabama 36549

cc:

Cian Harrison
Eva Cutsinger
Madison Steele
Wayne Dyess
Joey Nunnally
Frank Lundy
Terri Graham

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)

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT ("Amendment") is made this 15th day of September, 2020, between the BALDWIN COUNTY COMMISSION, the governing body of Baldwin County, Alabama (the "Lessor"), and LILLIAN RECREATIONAL CENTER INC., an Alabama non-profit corporation (the "Lessee").

WHEREAS, Lessor and Lessee executed that certain Lease Agreement effective February 12, 2019, for a portion of Lessor's real property located in Baldwin County, Alabama, to be used by Lessee for the purpose of operating a public park and recreational facility (the "Original Lease"), a copy of which is attached hereto as **Exhibit A**; and

WHEREAS, Lessor and Lessee desire to amend certain terms of the Original Lease.

NOW, THEREFORE, in consideration of the mutual agreements herein, and other good and valuable consideration, including the sum of Ten Dollars ($10.00) paid by each party to the other, the receipt and sufficiency of which is hereby acknowledged, the parties agree that the Original Lease is hereby amended as follows:

(1) Subparagraph (E) of Paragraph 4 of the Original Lease ("Covenants of Lessee") shall be amended to read as follows:

> (E) Lessee will bring trash and garbage from the premises to the highway right of way each week on the regular garbage collection day for the premises.

(2) Subparagraph (H) of Paragraph 4 of the Original Lease ("Covenants of Lessee"), which provided that Lessee shall be responsible for the cost of maintenance of the leased premises, shall be deleted in its entirety.

(3) Subparagraph (B) of Paragraph 5 of the Original Lease ("Covenants of Lessor"), which required Lessor to pay to Lessee the sum of One Thousand Two Hundred and 00/100 ($1,200.00) per year, shall be deleted in its entirety and Lessor shall no longer be required to make such payment to Lessee.

(4) Subparagraph (C) of Paragraph 5 of the Original Lease ("Covenants of Lessor") shall be amended to read as follows:

> (C) Lessor shall be responsible for maintaining the improvements, facilities, and park grounds during the term of this lease.

(5) Subparagraph (G) of Paragraph 5 of the Original Lease ("Covenants of Lessor")

shall be deleted in its entirety.

(6) Miscellaneous.

a. The remaining terms and conditions of the Original Lease remain in full force and effect.

b. The parties may execute this Amendment individually or in combination, in one or more counterparts, each of which shall be an original and all of which will constitute one and the same amendment.

c. Unless modified herein, all terms and conditions in the Original Lease shall remain in full force and effect.

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

LESSOR:

BALDWIN COUNTY COMMISSION

By: _____
Billie Jo Underwood
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 BILLIE JO UNDERWOOD, whose name as Chairman of the BALDWIN COUNTY COMMISSION, and WAYNE DYESS, whose name as County Administrator of the BALDWIN COUNTY COMMISSION, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of such instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said commission on the day the same bears date.

Given under my hand and seal this the _____ day of _____, 2020.

_____
Notary Public
My Commission Expires: _____

LESSEE:

LILLIAN RECREATIONAL CENTER, INC

By:_____

Its:_____

STATE OF ALABAMA
COUNTY OF BALDWIN

I, _____, a Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of LILLIAN RECREATIONAL CENTER INC., 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, 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 seal this _____ day of _____, 2020.

_____
Notary Public
My Commission Expires: _____

COUNTY COMMISSION
BALDWIN COUNTY

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

www.baldwincountyal.gov

Anu Gary
Administration/Records Manager
agary@baldwincountyal.gov
(251) 580-2564

Monica Taylor
Assistant Records Manager
mtaylor@baldwincountyal.gov
(251) 580-1696

February 13, 2019

Reverend Melvin E. Whitehurst, Ph.D.
President
Lillian Recreational Center, Inc.
32369 Highway 98
Lillian, Alabama 36549

RE: Lillian Recreational Center, Inc. Lease Agreement

Dear Reverend Whitehurst:

Please find enclosed a **fully executed copy** of the *Lease Agreement* approved during the February 5, 2019, Baldwin County Commission meeting, between the Commission and Lillian Recreational Center, Inc., for the Lillian Recreational Center, Inc., to lease 6 acres, more or less, of county property known as the Lillian Recreational Center Park in Lillian for the purposes of providing a public park and a recreational facility. The term of the *Lease* shall begin upon the date of full execution and expire five (5) years thereafter, unless sooner terminated by either party according to the terms contained in the agreement.

This *Agreement* shall supersede and make null and void, any previous Lease Agreements between the Baldwin County Commission and Lillian Recreational Center, Inc., related to the County property known as the Lillian Recreational Center Park in Lillian.

If you have any questions, or need further assistance, please do not hesitate to contact Ron Cink, Budget Director, at (251) 580-2550.

Sincerely,

Anu Gary

ANU GARY, Administration/Records Manager
Baldwin County Commission

AG/met Item BA11

cc: Ron Cink
Kim Creech
Eva Cutsinger

ENCLOSURE

STATE OF ALABAMA)

BALDWIN COUNTY)

RECEIVED
FEB 11 2019
BY: Mel

LEASE AGREEMENT REGARDING
LILLIAN RECREATIONAL CENTER, INC.

WHEREAS, this lease agreement is made and entered into, by and between the **BALDWIN COUNTY COMMISSION**, hereinafter called "LESSOR", and **LILLIAN RECREATIONAL CENTER, INC.**, hereinafter called "LESSEE;" and

WHEREAS, LESSOR owns certain property in and about Lillian, Alabama; and

WHEREAS, LESSEE has asked LESSOR to lease a certain portion of LESSOR'S property, as delineated herein, for the purposes of operating a public park and recreational facility; and

WHEREAS, LESSOR considers such usage to be beneficial to the general upkeep and maintenance of such property; and

WHEREAS, LESSEE has agreed to enter such agreement and to indemnify and hold the LESSOR harmless from liability and loss; now therefore

IN CONSIDERATION of the mutual covenants and agreements herein set forth and the benefits bestowed upon the general public by the operation and maintenance of the property, LESSOR does hereby LEASE to LESSEE, and LESSEE does hereby LEASE from LESSOR for the purpose of a public park and recreational facility, the following described property situated in Baldwin County, Alabama, to-wit:

Commencing at the Southwest corner of the Southwest Quarter of the Southeast Quarter, Section 21, Township 7 South, Range 6 East, Baldwin County, Alabama; thence run East for 33.0 feet, thence run North for 40.0 feet to North right of way line of U.S. Highway 98 and the POINT OF BEGINNING, thence run North parallel to West line of said Southwest Quarter for 960.50 feet, thence run East parallel to said North right of way line for 310.0 feet, thence run South parallel to West line of said Southwest Quarter for 700.50 feet, thence run West parallel to said north right of way line for 140.0 feet, thence run South parallel to said West line of the Southwest Quarter for 260.0 feet, thence run West along said North right of way line for 170.0 feet to the POINT OF BEGINNING, containing 6.00 acres, more or less.

; and

1. **TERM**: The term of this lease shall begin upon the date of full execution and expire five (years) thereafter, unless sooner terminated by either party according to the terms contained herein.

2. **CONSIDERATION/PAYMENTS**: The consideration for this lease shall be One Dollar ($1.00) per year for the five year lease term period and the covenants, agreements and obligations to be performed by the LESSEE. This annual rental payment shall be due in advance of the leased term and the 1st day of each succeeding year in this lease term. All lease payments shall be made payable to LESSOR with lawful funds of The United States of America at the following address: Baldwin County Commission, Attention: Accounting Department, 312 Courthouse Square, Suite 11, Bay Minette, Alabama 36507.

3. **USAGE**: For and during the term of this lease, LESSEE agrees to use the property for a public park and recreational facility only.

4. **COVENANTS OF LESSEE**: The LESSEE does hereby covenant with the LESSOR to perform the following:

(A) LESSEE designates Mr. Melvin E. Whitehurst, Ph.D. who shall serve as the sole designee for and on behalf of LESSEE to coordinate all activities, inquires and requests related to the property.

(B) The LESSEE will make the property available as a public park to the general public, including all the residents of the Lillian Community and to all residents of and visitors to Baldwin County, Alabama.

(C) The LESSEE will provide for a security watch over the premises. The LESSEE will clarify and explain LESSOR park rules to visitors and will notify the Baldwin County Sheriff's Office at any such time as visitors may violate said park rules or damage any park property.

(D) The LESSEE will manage the improvements and facilities on the premises and make them available to other groups of citizens.

(E) The LESSEE will maintain the premises free of litter and debris and will bring trash and garbage from the premises to the highway right-of-way each week on the regular garbage collection day for the premises.

(F) The LESSEE will operate the bright lights on the premises to make the park facilities available for night use within the constraints of the LESSEE's budget.

(G) The LESSEE will notify the LESSOR of any known safety hazards which may exist on the premises and fix the problem.

(H) The LESSEE shall be responsible for the cost of maintenance of the leased premises.

5. **COVENANTS OF THE COUNTY**: The LESSOR does hereby covenant with the LESSEE to perform the following:

(A) LESSOR shall coordinate all activities, inquires and requests related to the property with Mr. Melvin E. Whitehurst, Ph.D., who shall serve as the sole designee for and on behalf of LESSEE.

(B) The LESSOR will pay the LESSEE One Thousand and Two Hundred Dollars ($1,200.00) per year which shall be paid in advance in order to help offset the costs related to miscellaneous repairs to the premises required from time-to-time.

(C) The County Parks Division will mow the park property at least four (4) times per year.

(D) The County Parks Division will conduct a quarterly safety inspection of the premises and will repair or remove any equipment or feature which it deems to be hazardous.

(E) The LESSOR will place on the premises the Park Rules Sign which are erected at all County Parks, if any.

(F) The County Environmental/Solid Waste Department will pick-up trash and garbage from the premises where the LESSEE has placed it at the highway/right-of-way once each week at no cost to LESSEE.

6. **LIABILITY**: LESSOR shall not be responsible or liable for any work performed by the LESSEE, its agents, servants or employees during the term of the said lease, and LESSOR shall not be responsible or liable to any person for any accident or injury incurred by the reason of the LESSEE's use and operation of a public park and recreational facility on said property. The LESSEE hereby agrees to indemnify and hold the LESSOR harmless from any and all claims, damage or liability for any property damage and/or personal injury, including death, which may occur at any time upon the leased premises or as

a result of the activities of the LESSEE or its invitees on the leased premises. Said indemnification shall include any and all court costs and/or attorney's fees incurred by the LESSOR in defense of any claim made against it which may be based upon any occurrence on the leased premises or action of the LESSEE or its invitees in the usage of said leased premises.

7. **AUTHORITY OF THE LESSEE**: (A) The LESSEE may control the scheduling of the use of the facilities on the leased premises including the Community Center Building, the ball field and other Park facilities. (B) The LESSEE may construct additional public facilities and improvements on the premises after their design has been reviewed and approved by the LESSOR, in its discretion. The costs of any such improvement shall be borne and maintained by the LESSEE. The premises shall, at all times, be kept free of mechanics and materialmen's liens.

8. **TERMINATION**: This Lease may be terminated by the LESSEE upon one (1) month advanced notice in writing to the LESSOR. This Lease may be cancelled by the LESSOR, with or without cause or reason, upon one (1) month advance notice in writing to the LESSEE.

9. **TRESSPASSERS**: LESSEE shall have the right and authority to protect and control its interests in the said property and to keep trespassers therefrom.

10. **DUTY OF CARE AND PRESERVATION**: LESSEE agrees and covenants to operate the leased premises with care and not to permit waste of the said property nor destroy or remove the same without the consent of the LESSOR.

LESSEE shall remain compliant with all applicable Federal, State and Local Laws.

11. **DUTY TO DO NO HARM**: LESSEE shall do no harm to the premises including, without limitation, selling or removing from the leased premises any sand, gravel, rock, oil, coal, or other minerals, or any lumber, posts or wood.

12. **RIGHT OF ENTRY**: LESSOR or its authorized representatives shall have the right, at any reasonable time, to enter on the premises for any reasonable purpose to include, but not limited to, making any repairs, alterations or improvements deemed necessary by the LESSOR.

13. **NO AGENCY**: This lease shall not give rise to the creation of an agency relationship or a partnership relation between the parties hereto, and none of the parties shall have the authority to bind the others without written consent.

14. **NO ASSIGNMENT**: LESSEE may not assign this lease or sublease or encumber any portion of the land leased hereunder without the prior written consent of the LESSOR. Any attempt at assignment, sublease or other transfer, in violation of the provisions of this lease, shall at the option of the LESSOR be void.

15. **SUCCESSORS IN INTEREST**: Each and all the covenants, conditions and restrictions in the Lease shall inure to the benefit of and shall be binding upon the successors in interest of the parties hereto.

16. **PARTIAL INVALIDITY**: If any term, covenant, condition or provision of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

17. **BINDING**: This lease may be re-negotiated at the option of LESSOR'S successors in office.

18. **TAXES**: LESSOR agrees to pay all taxes levied and assessed against the premises.

19. **DEFAULT**: If LESSEE fails to carry out any provision of this lease, LESSOR shall have the right to terminate the lease on ten (10) days written notice of their intention to do so, and LESSOR shall have the right to proceed by all legal means to obtain possession of the leased premises. LESSEE agrees that if LESSOR employs an attorney to represent it in order to obtain possession of the leased premises, that it will pay a reasonable attorney's fee and court costs in connection therewith to include, but not limited to, fees and costs associated with LESSEE's failure to surrender possession properly, quietly and peaceably.

20. **LEASE RENEWAL/EXTENSIONS**: Should LESSEE comply with the terms of this lease and desire for the lease to be extended or renewed, and should there have been no threatened, pending or actual legal action between the parties during the term of this lease, then LESSEE may request in writing to LESSOR, prior to expiration of this lease, that the lease be extended or renewed. LESSOR, may agree to extend or renew this lease with LESSEE with similar, additional or different terms in its sole discretion, as it sees fit, or elect not to extend or renew this lease. Should LESSOR not approve of an extension or renewal of the lease prior to expiration of this lease, then all rights of LESSEE ends upon termination of this lease. Upon termination of the lease, LESSOR shall be under no obligation whatsoever to offer any new lease to LESSEE.

21. **MODIFICATION**: This Lease shall not be modified except by the written agreement of both parties hereto.

22. **ENTIRE UNDERSTANDING**: This lease shall constitute the entire understanding of the parties hereto with respect to the subject matter hereof, and no amendment, modification, or alternation of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

23. **ACTS OF GOD**: Neither LESSOR nor LESSEE shall be required to perform any terms, condition, or covenant of this lease so long as performance is delayed or prevented by acts of God, drought, floods, material or labor restrictions by any governmental authority and any other cause not reasonably within the control of either party, and which, by the exercise of due diligence, LESSOR or LESSEE is unable, wholly or in part, to prevent or overcome.

24. **NON-WAIVER OF DEFAULT**: The failure of the LESSOR to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this lease shall not constitute a default or be construed as a waiver or relinquishment of the right of the LESSOR to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

IN WITNESS WHEREOF, the undersigned LESSOR and LESSEE have hereunto signed and sealed this instrument as of the day and year first above written.

LESSOR

BALDWIN COUNTY COMMISSION

BY: _____ Date: 2/12/19
CHARLES F. GRUBER, Chairman

ATTEST:

BY: _____ Date: 2/12/19
Ronald J. Cink, Budget Director

LESSEE

LILLIAN RECREATIONAL CENTER, INC.

BY: _____
MELVIN E. WHITEHURST, Ph.D.
As Its: President Date

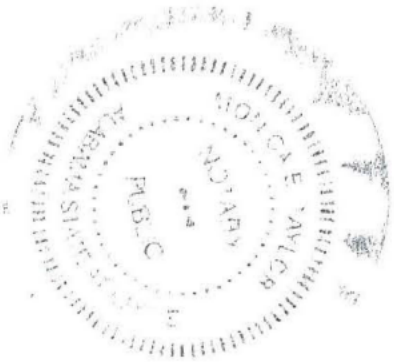
***NOTARY PAGE TO FOLLOW**

STATE OF ALABAMA

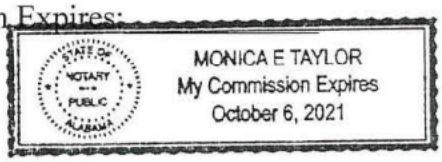
COUNTY OF BALDWIN

I, Monica E. Taylor, a Notary Public, in and for said County in said State, do hereby certify that Charles F. Gruber, whose name as Chairman, and Ronald J. Cink, whose name as Budget Director 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 date, that being informed of the contents of said instrument, they, as such officers, and with full authority, voluntarily executed the same on the day the same bears date.

GIVEN under my hand and seal this the 12th day of February, 2019.



Monica E. Taylor
Notary Public
My Commission Expires:

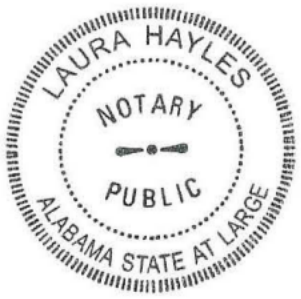


STATE OF ALABAMA

COUNTY OF BALDWIN

I, Laura Hayles, a Notary Public, in and for said County in said State, do hereby certify that Melvin E. Whitehurst, Ph.D., whose name as President of the Lillian Recreational Center, Inc., a corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this date, that being informed of the contents of said instrument, he, as such officer, and with full authority, voluntarily executed the same on the day the same bears date for and as the act of said corporation.

GIVEN under my hand and seal this the 8th day of February, 2019.



Laura Hayles
Notary Public
My Commission Expires:

MY COMMISSION EXPIRES NOVEMBER 5, 2019

[redacted]
61-1/620

MELVIN E. WHITEHURST 9/85
OR ELIZABETH E WHITEHURST
32369 US Hwy. 98 (251) 962-4340
Lillian, AL 36549

2-10-19
DATE

PAY TO THE ORDER OF County Commission $ 5.00

Five xx/xx DOLLARS

Photo Safe Deposit Details on back

REGIONS

FOR Land Lease M E Whitehurst

[redacted]

Harland Clarke

Baldwin County Commission

Agenda Action Form

File #: 20-1495, **Version:** 1 **Item #:** BA2

Meeting Type: BCC Regular Meeting
Meeting Date: 9/15/2020
Item Status: New
From: Wayne Dyess, County Administrator
Submitted by: Jeannie M. Peerson, Commission Executive Assistant

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ITEM TITLE
City of Fairhope - Annexation Notification

STAFF RECOMMENDATION
Authorize the placement of the City of Fairhope's Annexation Ordinance No. 1685 and No. 1686 annexing property into the corporate limits of the City of Fairhope, Alabama, into the minutes of the September 15, 2020, Baldwin County Commission meeting with proper notifications to the following department/organizations:

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

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

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

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The City of Fairhope has submitted a copy of Annexation Ordinance No. 1685 and No. 1686, for the annexation of certain properties into the corporate limits of the City of Fairhope,

Alabama to be made part of the record of the Baldwin County Commission on September 15, 2020.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration Staff

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

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

Memo to various departments/organizations.

Additional instructions/notes: N/A

ORDINANCE NO. 1685

WHEREAS, **CITY OF FAIRHOPE,** the owner of the hereinafter described property, did, in writing, petition the City of Fairhope, a municipal corporation, for annexation under Section 11-42-21 of the Code of Alabama, 1975, as amended; and

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

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

Property is located at 560 South Section Street, Fairhope, Alabama.

LEGAL DESCRIPTION:

TAX PARCEL 46-04-19-4-000-001.001

Lot 1, Bighead Industrial Sites, a Subdivision, according to map or plat thereof recorded in Map Book 12, Page 116 in the records in the Office of the Judge of Probate of Baldwin County, Alabama.

THIS CONVEYANCE AND THE WARRANTIES CONTAINED IN THIS WARRANTY DEED WITH VENDOR'S LIEN RESERVED ARE MADE SUBJECT TO THE FOLLOWING:

Minimum building setback lines and other matters established by the Baldwin County, Alabama Zoning Regulations, dated April 6, 1999.

Differences between actual and recorded distances and bearings on the North and West sides of the property as shown on survey by Seth W. Moore dated April 11, 2002.

Encroachment of asphalt over the North line of the above described property as shown on survey by Seth W. Moore dated April 11, 2002.

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

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

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

ADOPTED THIS 10TH DAY OF AUGUST, 2020

Karin Wilson, Mayor

ATTEST:

Lisa A. Hanks, MMC
City Clerk

Revised 06/2006

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

PETITION FOR ANNEXATION

STATE OF ALABAMA)(
COUNTY OF BALDWIN)(

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

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

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

☒ **This petition is for R-1 Zoning**

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

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

Signature of Petitioner — City of Fairhope - Karin Wilson, Mayor (Print petitioner's name)

Signature of Petitioner — Print petitioner's name

Signature of Petitioner — Print petitioner's name

Physical Address of property being annexed: 560 South Section Street

Petitioner's Current Physical Address:	Petitioner's Current Mailing Address:
161 North Section Street	P. O. Drawer 429
Fairhope, AL 36532	Fairhope, AL 36533

Telephone Number(s): _____ 251-928-2136
Home Work

County Tax Parcel Number: 46-04-19-4-000-001.001

\\fileserver\City Clerk\CITY CLERK\CITYCLRK\COUNCIL\ORDINANCE\ANNEX\2020\COF - 560 South Section Street - Mechanics Shop Property.doc

Revised 06/2006

U.S JUSTICE DEPARTMENT INFORMATION

- ☐ Size of property (acres or square feet) 220.3' X 400' IRR
- ☐ If property is occupied, give number of housing units 0
- ☐ Number of Persons residing in each unit, and their race N/A
- ☐ If property is unoccupied, give proposed use _____
- ☐ If property is being developed as a subdivision, give subdivision name

  _____
- ☐ Number of lots within proposed subdivision N/A

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

Given under my Hand and Seal this 24th day of June, 2020,

(Seal)

ALABAMA * LISA A. HANKS * NOTARY PUBLIC * STATE AT LARGE *

Lisa A. Hanks
Notary Public

My commission expires 8/21/2022

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

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

(Seal)

_____
Notary Public

My commission expires _____

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

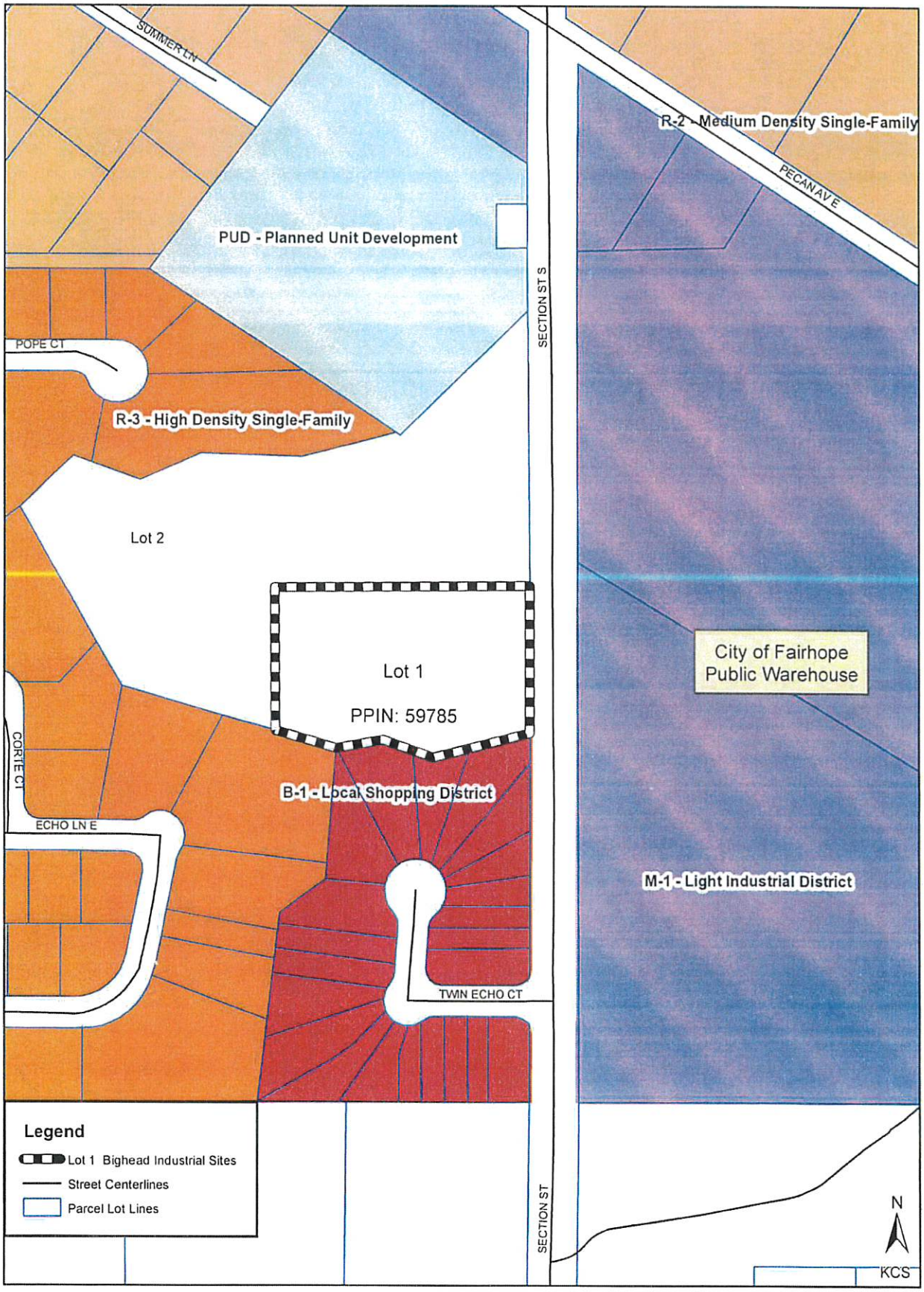
Given under my Hand and Seal this _____ day of _____, 20____,

(Seal)

_____
Notary Public

My commission expires _____

PETITION FOR ANNEXATION OF LOT 1 - BIGHEAD INDUSTRIAL SITES



Lot 1, PPIN No. 59785 is contiguous to COF Zoned property to the east and to the south.

ORDINANCE NO. 1686

WHEREAS, **KEITH AUSTIN GLINES, CHRIS ESTES , AND WENDY ESTES,** the owners of the hereinafter described property, did, in writing, petition the City of Fairhope, a municipal corporation, for annexation under Section 11-42-21 of the Code of Alabama, 1975, as amended; and

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

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

Property is to be known as Glines Subdivision located on Grace Lake Drive, Fairhope, Alabama.

LEGAL DESCRIPTION:

TAX PARCELS **56-02-09-1-001-002.001**
56-02-09-1-001-002.005
56-02-09-1-001-002.006
56-02-09-1-001-002.007

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 7 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA. THENCE RUN NORTH 89 DEGREES 52 MINUTES 02 SECONDS WEST, 331.68 FEET TO A POINT, THENCE RUN NORTH 89 DEGREES 45 MINUTES 44 SECONDS WEST, 333.63 FEET TO A POINT, THENCE RUN NORTH 00 DEGREES 04 MINUTES 00 SECONDS EAST, 328.07 FEET TO A POINT, THENCE RUN SOUTH 89 DEGREES 48 MINUTES 01 SECONDS EAST, 665.30 FEET TO A POINT, THENCE RUN SOUTH 00 DEGREES 04 MINUTES 39 SECONDS WEST, 327.90 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A NON-EXCLUSIVE 30 FOOT WIDE PERPETUAL EASEMENT FOR INGRESS AND EGRESS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 7 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA; THENCE RUN NORTH 89 DEGREES 52 MINUTES 02 SECONDS WEST, 331.88 FEET TO THE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED; THENCE RUN SOUTH 00 DEGREES 07 MINUTES 45 SECONDS WEST, 1301.22 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF BISHOP ROAD; THENCE RUN SOUTH 89 DEGREES 45 MINUTES 35 SECONDS EAST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 30.00 FEET TO A POINT; THENCE RUN NORTH 00 DEGREES 07 MINUTES 27 SECONDS EAST, 1301.20 FEET TO A POINT; THENCE RUN NORTH 89 DEGREES 52 MINUTES 02 SECONDS WEST, 30.00 FEET TO THE POINT OF BEGINNING.

Revised 06/2006

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

PETITION FOR ANNEXATION

STATE OF ALABAMA)(
COUNTY OF BALDWIN)(

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

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

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

☒ **This petition is for R-1 Zoning**

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

Is this property colony property _____**Yes** X **No. If this property is colony property the Fairhope Single Tax Office must sign as a petitioner.**

_____	Keith A. Glines
Signature of Petitioner	Print petitioner's name
_____	Chris Estes
Signature of Petitioner	Print petitioner's name
Wendy Estes	Wendy Estes
Signature of Petitioner	Print petitioner's name

Physical Address of property being annexed: _____

Petitioner's Current Physical Address:
1608 Grace Lake Dr.
Fairhope, AL 36532

Petitioner's Current Mailing Address:
_____
_____

Telephone Number(s): 251-709-7952
Home Work

County Tax Parcel Number: 05-56-02-09-1-001-002.005
05-56-02-09-1-001-002.007
" " " " .001
" " " " .006

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Revised 06/2006

U.S JUSTICE DEPARTMENT INFORMATION

- ☐ Size of property (acres or square feet) 5 acres
- ☐ If property is occupied, give number of housing units _____
- ☐ Number of Persons residing in each unit, and their race _____
- ☐ If property is unoccupied, give proposed use subdivision
- ☐ If property is being developed as a subdivision, give subdivision name
  Glines Subdivision
- ☐ Number of lots within proposed subdivision 3

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

Given under my Hand and Seal this 2nd day of June, 2020,

(Seal)

Clifford McCollum
Notary Public

My commission expires CLIFFORD MCCOLLUM My Commission Expires February 20, 2024

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

Given under my Hand and Seal this 2nd day of June, 2020,

(Seal)

Clifford McCollum
Notary Public

My commission expires CLIFFORD MCCOLLUM My Commission Expires February 20, 2024

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

Given under my Hand and Seal this 22nd day of June, 2020,

(Seal)

Lisa A. Hanks
Notary Public

My commission expires 8/21/2022

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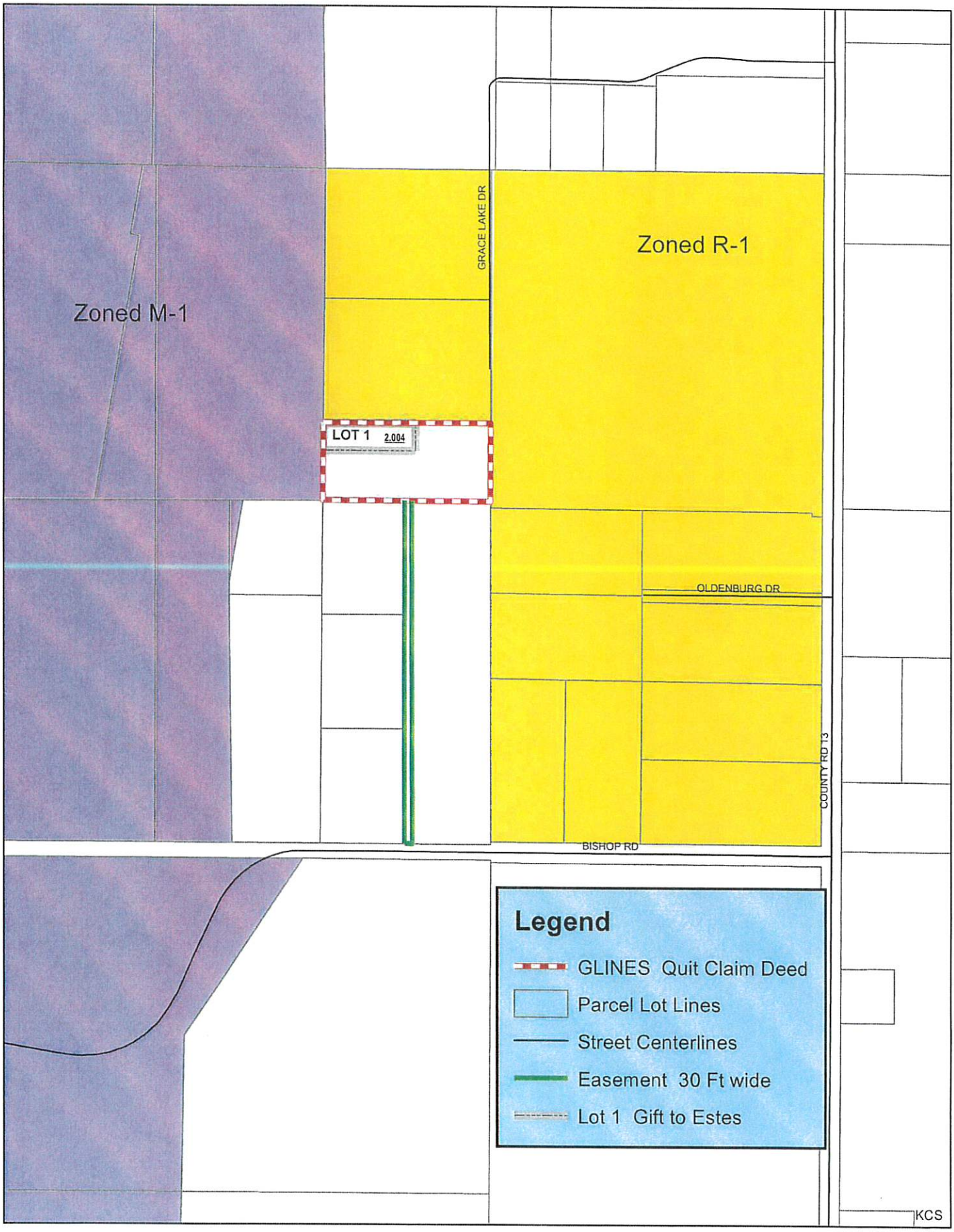
GLINES; PETITION FOR ANNEXATION



Baldwin County Commission

Agenda Action Form

File #: 20-1512, **Version:** 2 **Item #:** BC1

Meeting Type: BCC Regular Meeting
Meeting Date: 9/15/2020
Item Status: Replacement
From: Felisha Anderson, Archives Director
Submitted by: Felisha Anderson, Archives Director

ITEM TITLE
*Acceptance of the Latham Post Office and Transporting the Post Office to Bicentennial Park

STAFF RECOMMENDATION
To promote Baldwin County's history and to preserve the Latham Post Office at the Baldwin County's Bicentennial Park take the following actions:

1) Accept the donation of the Latham Post Office located at 60075 State Highway 59, Stockton, AL and owned by Joseph Nelson and Ruth Nelson Sherrell; and

2) Authorize the Chairman and the Baldwin County Department of Archives and History to execute the Deed of Gift transferring the ownership of the Latham Post Office from Joseph Nelson and Ruth Nelson Sherrell, IRS Form 8283, and any other documents related to the donation of the property; and

3) Authorize the Baldwin County Department of Archives and History to facilitate the move of the Latham Post Office from the property located at 60075 State Highway 59, Stockton, AL to be relocated at Bicentennial Park.

BACKGROUND INFORMATION

Previous Commission action/date: N

Background:
Replacement Item - additional authorization added to approve IRS Form 8283.

The Latham Post Office was established in the year of 1878. The first Postmaster was Mrs. Henry Cooper, whose husband was the son of the Latham Cooper, the person for whom the town of Latham was named. Latham Cooper was a native of New York state and settled in Mobile. He kept the custom house there for years. His son Henry Cooper married Lucinda Fickling and came to Latham to live. He made his home with his son until he moved to Arkansas, to spend his last days with a daughter, Mrs. Mary Butler. Mrs. Henry Cooper died in 1884 and Miss Mollie McGowan succeeded

her as Postmaster, and served until her marriage to Rufus Bryars, in January 1901. Guy McGowan her brother was Postmaster until July 15, 1901, when Miss Virginia Ferguson accepted the office and served until, she retired. Her niece Miss Luella Ferguson succeeded her February 1, 1940 and served until August 22, 1942. Mrs. Bessie N. Coghlan was appointed Postmaster August 23, 1942 and served until December 3, 1959. She retired on disability because of leukemia and died March 15, 1960. During her illness Miss Luella Ferguson served as assistant Postmaster. The office was discontinued on February 29, 1960 and moved to Stockton, Alabama. There was no one to accept the office was the reason for it being moved.

FINANCIAL IMPACT

Total cost of recommendation: $23,500.00

Budget line item(s) to be used: 57239.5150

If this is not a budgeted expenditure, does the recommendation create a need for funding?
This expense was budgeted as part of the Phase 1 project for Bicentennial in 57239.5500 and since this particular expenditure does not meet the capital threshold the funds will be moved to 57239.5150 to meet accounting standards.

LEGAL IMPACT

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

Reviewed/approved by: Reviewed by County Attorney 09/08/20.

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: Felisha Anderson, Director of Archives and History, Junius Long, Maintenance Director will facilitate and implement the following:

1) Deed of Gift
2) IRS Form 8283 Noncash Charitable Contribution
3) Move and conservation of the Latham Post Office at Bicentennial Park

Administration mail correspondence with the Commissioners decision to Joseph Nelson and Ruth Nelson Sherrell

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

Ms. Ruth E. Nelson Sherrell
60075 State Highway 59
Stockton, AL 36579

Mr. Joseph Nelson
60075 State Highway 59
Stockton, AL 36579

Additional instructions/notes: N/A

Baldwin County
Department of Archives and History
312 Courthouse Square, Suite 26
Bay Minette, AL 36507
(251) 580-1897
FAX: (251) 580-2528

DEED OF GIFT AGREEMENT

Accession Number: DO-20-0001-1

Date Received:

Donor: Joseph Nelson & Ruth E. Nelson Sherrell

Donor Address: 60075 State Highway 59
Stockton, AL 36579

Donor Telephone: (251) 937-5490

DESCRIPTION OF MATERIAL The donation consist of the Latham Post Office (24x24x10)

Title: Latham Post Office circa 1940

Extent:

Description: Latham was most likely named after the first postmaster, Latham Cooper. The Latham post office was established in the year 1878. The post office operated under the name Latham from 1880 and was discontinued on February 29, 1960 and moved to Stockton, Alabama. There was no one to accept the office of postmaster was the reason for it being moved from Latham, Alabama to Stockton, Alabama.

---

1. Subject to the terms and conditions hereinafter set forth, I, Joseph Nelson & Ruth E Sherrell (hereinafter referred to as the Donor), hereby give, donate, and convey to the Baldwin County Department of Archives and History (hereafter referred to as the Donee) the materials which are described above. Donor further represents and warrants to Donee that Donor is the sole owner of said materials, and is authorized and entitled to make all conveyance and representation contained herein.

2. Legal title to the materials shall pass to the Donee upon their delivery to the Donee. Donor reserves no rights or privileges, whatever, to the materials, but rather conveys all of the same to Donee. Without limitation, Donor hereby gives and assigns to the Donee all rights of copyright which the Donor has in (a) the materials and (b) in such of the Donor's works as may be found among any collections of materials received by the Donee from others.

3. The Donor understands that the location, retention, cataloging, copying, reproduction, and preservation of the materials or other considerations relating to their use or disposition are at the sole discretion of the Baldwin County Department of Archives and History in accordance with its policies. Materials shall be made available for research to all qualified persons.

4. In the event that the Donor may from time to time hereafter give, donate, and convey to the Donee other materials, title to such additional materials shall pass to the Donee upon their delivery and all the provisions of this instrument of gift shall be applicable to such materials. A description of the additional materials so donated and delivered shall be prepared and attached hereto.

5. The responsibility of appraising materials remains with the Donor. The Donee is not authorized by law to provide appraisals for tax purposes.

Signed (Donor): Ruth E. Nelson Sherrell Joseph N. Nelson Date: 9-1-2020

The foregoing gift of materials is accepted on behalf of the Baldwin County Department of Archives and History, subject to the terms and conditions heretofore set forth

Signed (Donee):_____ Date:_____

Form **8283**
(Rev. November 2019)
Department of the Treasury
Internal Revenue Service

Noncash Charitable Contributions

▶ **Attach one or more Forms 8283 to your tax return if you claimed a total deduction of over $500 for all contributed property.**

▶ **Go to *www.irs.gov/Form8283* for instructions and the latest information.**

OMB No. 1545-0908

Attachment Sequence No. **155**

Name(s) shown on your income tax return

Identifying number

Joseph Nelson & Ruth E. Nelson Sherrell

Note: Figure the amount of your contribution deduction before completing this form. See your tax return instructions.

Section A. Donated Property of $5,000 or Less and Publicly Traded Securities—List in this section **only** an item (or groups of similar items) for which you claimed a deduction of $5,000 or less. Also list publicly traded securities and certain other property even if the deduction is more than $5,000 (see instructions).

Part I **Information on Donated Property**—If you need more space, attach a statement.

1	(a) Name and address of the donee organization	(b) If donated property is a vehicle (see instructions), check the box. Also enter the vehicle identification number (unless Form 1098-C is attached).	(c) Description and condition of donated property (For a vehicle, enter the year, make, model, and mileage. For securities and other property, see instructions.)
A	Baldwin County Department of Archives & History, 312 Courthouse Square, Suite 26	☐	Latham Post Office/Good Condition
B		☐	
C		☐	
D		☐	
E		☐	

Note: If the amount you claimed as a deduction for an item is $500 or less, you do not have to complete columns (e), (f), and (g).

	(d) Date of the contribution	(e) Date acquired by donor (mo., yr.)	(f) How acquired by donor	(g) Donor's cost or adjusted basis	(h) Fair market value (see instructions)	(i) Method used to determine the fair market value
A						
B						
C						
D						
E						

Part II **Partial Interests and Restricted Use Property**—Complete lines 2a through 2e if you gave less than an entire interest in a property listed in Part I. Complete lines 3a through 3c if conditions were placed on a contribution listed in Part I; also attach the required statement (see instructions).

2a Enter the letter from Part I that identifies the property for which you gave less than an entire interest ▶ _____
If Part II applies to more than one property, attach a separate statement.

b Total amount claimed as a deduction for the property listed in Part I: **(1)** For this tax year ▶ _____
(2) For any prior tax years ▶ _____

c Name and address of each organization to which any such contribution was made in a prior year (complete only if different from the donee organization above):

Name of charitable organization (donee)

Address (number, street, and room or suite no.)

City or town, state, and ZIP code

d For tangible property, enter the place where the property is located or kept ▶ _____

e Name of any person, other than the donee organization, having actual possession of the property ▶ _____

		Yes	No
3a	Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property?		
b	Did you give to anyone (other than the donee organization or another organization participating with the donee organization in cooperative fundraising) the right to the income from the donated property or to the possession of the property, including the right to vote donated securities, to acquire the property by purchase or otherwise, or to designate the person having such income, possession, or right to acquire?		
c	Is there a restriction limiting the donated property for a particular use?		

Name(s) shown on your income tax return: Joseph Nelson & Ruth E. Nelson Sherrell

Identifying number:

Section B. Donated Property Over $5,000 (Except Publicly Traded Securities, Vehicles, Intellectual Property or Inventory Reportable in Section A)—Complete this section for one item (or a group of similar items) for which you claimed a deduction of more than $5,000 per item or group (except contributions reportable in Section A). Provide a separate form for each item donated unless it is part of a group of similar items. A qualified appraisal is generally required for items reportable in Section B. See instructions.

Part I Information on Donated Property

4 Check the box that describes the type of property donated.

- a ☐ Art* (contribution of $20,000 or more)
- b ☐ Qualified Conservation Contribution
- c ☐ Equipment
- d ☐ Art* (contribution of less than $20,000)
- e ☐ Other Real Estate
- f ☐ Securities
- g ☐ Collectibles**
- h ☐ Intellectual Property
- i ☐ Vehicles
- j ☑ Other

*Art includes paintings, sculptures, watercolors, prints, drawings, ceramics, antiques, decorative arts, textiles, carpets, silver, rare manuscripts, historical memorabilia, and other similar objects.

**Collectibles include coins, stamps, books, gems, jewelry, sports memorabilia, dolls, etc., but not art as defined above.

Note: In certain cases, you must attach a qualified appraisal of the property. See instructions.

5	(a) Description of donated property (if you need more space, attach a separate statement)	(b) If any tangible personal property or real property was donated, give a brief summary of the overall physical condition of the property at the time of the gift	(c) Appraised fair market value
A	Latham Post Office -attached property appraisal	Good	
B			
C			
D			

	(d) Date acquired by donor (mo., yr.)	(e) How acquired by donor	(f) Donor's cost or adjusted basis	(g) For bargain sales, enter amount received	See instructions (h) Amount claimed as a deduction	See instructions (i) Date of contribution
A	1960	Family Property	0	0	0	9/15/2020
B						
C						
D						

Part II Taxpayer (Donor) Statement—List each item included in Part I above that the appraisal identifies as having a value of $500 or less. See instructions.

I declare that the following item(s) included in Part I above has to the best of my knowledge and belief an appraised value of not more than $500 (per item). Enter identifying letter from Part I and describe the specific item. See instructions. ▶

Signature of taxpayer (donor) ▶ Ruth E. Nelson Sherrell Joseph M. Nelson Date ▶ 9-9-2020

Part III Declaration of Appraiser

I declare that I am not the donor, the donee, a party to the transaction in which the donor acquired the property, employed by, or related to any of the foregoing persons, or married to any person who is related to any of the foregoing persons. And, if regularly used by the donor, donee, or party to the transaction, I performed the majority of my appraisals during my tax year for other persons.

Also, I declare that I perform appraisals on a regular basis; and that because of my qualifications as described in the appraisal, I am qualified to make appraisals of the type of property being valued. I certify that the appraisal fees were not based on a percentage of the appraised property value. Furthermore, I understand that a false or fraudulent overstatement of the property value as described in the qualified appraisal or this Form 8283 may subject me to the penalty under section 6701(a) (aiding and abetting the understatement of tax liability). I understand that my appraisal will be used in connection with a return or claim for refund. I also understand that, if there is a substantial or gross valuation misstatement of the value of the property claimed on the return or claim for refund that is based on my appraisal, I may be subject to a penalty under section 6695A of the Internal Revenue Code, as well as other applicable penalties. I affirm that I have not been at any time in the three-year period ending on the date of the appraisal barred from presenting evidence or testimony before the Department of the Treasury or the Internal Revenue Service pursuant to 31 U.S.C. 330(c).

Sign Here Signature ▶ Title ▶ Date ▶

Business address (including room or suite no.) | Identifying number

City or town, state, and ZIP code

Part IV Donee Acknowledgment—To be completed by the charitable organization.

This charitable organization acknowledges that it is a qualified organization under section 170(c) and that it received the donated property as described in Section B, Part I, above on the following date ▶

Furthermore, this organization affirms that in the event it sells, exchanges, or otherwise disposes of the property described in Section B, Part I (or any portion thereof) within 3 years after the date of receipt, it will file **Form 8282,** Donee Information Return, with the IRS and give the donor a copy of that form. This acknowledgment does not represent agreement with the claimed fair market value.

Does the organization intend to use the property for an unrelated use? . . . . . ▶ ☐ Yes ☐ No

Name of charitable organization (donee)	Employer identification number
Baldwin County Commission	[redacted]
Address (number, street, and room or suite no.)	City or town, state, and ZIP code
312 Courthouse Square, Suite 11	Bay Minette, AL 36507
Authorized signature	Title: Chairman / Date

Baldwin County
Revenue Commissioner

Property Appraisal Link

BALDWIN COUNTY, AL

Current Date **8/31/2020**

Tax Year 2020
Valuation Date October 1, 2019

OWNER INFORMATION

PARCEL	10-09-45-0-000-003.000	**PPIN** 031310	**TAX DIST** 02H
NAME	NELSON, JOSEPH MARION ETAL SHERRELL, RUT		
ADDRESS	60075 ST HWY 59 STOCKTON AL 36579		
DEED TYPE 00	**BOOK** WILL	**PAGE** WILL	
PREVIOUS OWNER			
LAST DEED DATE	9/13/1990		

DESCRIPTION

55 AC(C) COM AT THE SW COR OF NW1/4 FOR POB TH RUN E 1610'(S), NE'LY ALG HWY 130'(S), NW'LY 435.6', NE'LY 400', SE'LY 43 5.6', TH NE'LY 360'(S), NW'LY 293.4', NE'LY 242.1', SE'LY 34 3', NE'LY 330'(S), W 1356'(S), TH S 140'(S), TH SE 409'(S), TH W 204'(S), TH NW 397'(S), TH E 183'(S), TH N 140'(S), TH W 995'(S), TH S 1330'(S) TO POB FRL GR SEC 45-T2N-R2E

PROPERTY INFORMATION

PROPERTY ADDRESS	60075 ST HWY 59		
NEIGHBORHOOD	NBALD		
PROPERTY CLASS		**SUB CLASS**	
LOT **BLOCK**			
SECTION/TOWNSHIP/RANGE	00-00 -00		
LOT DIMENSION		**ZONING**	

PROPERTY VALUES

LAND:	108600	**CLASS 1:**		**TOTAL ACRES:**	55.00
BUILDING:		**CLASS 2:**		**TIMBER ACRES:**	45.00
	=========	**CLASS 3:**	108600		
TOTAL PARCEL VALUE:	108600				
ESTIMATED TAX:	$123.90				
TOTAL USE VALUE:	39855				

DETAIL INFORMATION

CODE	TYPE	REF	METHOD	DESCRIPTION	LAND USE	TC	HsPn	MARKET VALUE	USE VALUE
U	USE	7	ST AC1	10.00 acres	8120-CROP (AVG A2)	3	N N		4430
U	USE	8	ST AC1	41.00 acres	8320-TIMBER (AVG. C2)	3	N N		24149
U	USE	9	ST AC1	4.00 acres	8330-TIMBER (POOR C3)	3	N N		1676

M	LAND	10	ST	AC1	10.00 acres	8100-AGRICULTURAL	3	N	N	18000	
M	LAND	11	ST	AC1	45.00 acres	8100-AGRICULTURAL	3	N	N	81000	
M	LAND	12	EX	POND PER AC	3 PO Items	9320-LAKES AND PONDS	3	N	N	9600	
U	USE	13	EX	POND PER AC	3 PO Items	9320-LAKES AND PONDS	3	N	N		9600

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Baldwin County Commission

Agenda Action Form

File #: 20-1512, **Version:** 1 **Item #:** BC1

Meeting Type: BCC Regular Meeting
Meeting Date: 9/15/2020
Item Status: New
From: Felisha Anderson, Archives Director
Submitted by: Felisha Anderson, Archives Director

ITEM TITLE
Acceptance of the Latham Post Office and Transporting the Post Office to Bicentennial Park

STAFF RECOMMENDATION
To promote Baldwin County's history and to preserve the Latham Post Office at the Baldwin County's Bicentennial Park take the following actions:

1) Accept the donation of the Latham Post Office located at 60075 State Highway 59, Stockton, AL and owned by Joseph Nelson and Ruth Nelson Sherrell; and

2) Authorize the Chairman and the Baldwin County Department of Archives and History to execute a Deed of Gift transferring the ownership of the Latham Post Office from Joseph Nelson and Ruth Nelson Sherrell; and

3) Authorize the Baldwin County Department of Archives and History to facilitate the move of the Latham Post Office from the property located at 60075 State Highway 59, Stockton, AL to be relocated at Bicentennial Park.

BACKGROUND INFORMATION

Previous Commission action/date: N

Background:
The Latham Post Office was established in the year of 1878. The first Postmaster was Mrs. Henry Cooper, whose husband was the son of the Latham Cooper, the person for whom the town of Latham was named. Latham Cooper was a native of New York state and settled in Mobile. He kept the custom house there for years. His son Henry Cooper married Lucinda Fickling and came to Latham to live. He made his home with his son until he moved to Arkansas, to spend his last days with a daughter, Mrs. Mary Butler. Mrs. Henry Cooper died in 1884 and Miss Mollie McGowan succeeded her as Postmaster, and served until her marriage to Rufus Bryars, in January 1901. Guy McGowan her brother was Postmaster until July 15, 1901, when Miss Virginia Ferguson accepted the office and served until, she retired. Her niece Miss Luella Ferguson succeeded her February 1, 1940 and

served until August 22, 1942. Mrs. Bessie N. Coghlan was appointed Postmaster August 23, 1942 and served until December 3, 1959. She retired on disability because of leukemia and died March 15, 1960. During her illness Miss Luella Ferguson served as assistant Postmaster. The office was discontinued on February 29, 1960 and moved to Stockton, Alabama. There was no one to accept the office was the reason for it being moved.

FINANCIAL IMPACT

Total cost of recommendation: $23,500.00

Budget line item(s) to be used: 57239.5150

If this is not a budgeted expenditure, does the recommendation create a need for funding?
This expense was budgeted as part of the Phase 1 project for Bicentennial in 57239.5500 and since this particular expenditure does not meet the capital threshold the funds will be moved to 57239.5150 to meet accounting standards.

LEGAL IMPACT

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

Reviewed/approved by: Reviewed by County Attorney 09/08/20.

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: Felisha Anderson, Director of Archives and History, Junius Long, Maintenance Director will facilitate and implement the following:

1) Deed of Gift
2) IRS Form 8283 Noncash Charitable Contribution
3) Move and conservation of the Latham Post Office at Bicentennial Park

Administration mail correspondence with the Commissioners decision to Joseph Nelson and Ruth Nelson Sherrell

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

Ms. Ruth E. Nelson Sherrell
60075 State Highway 59
Stockton, AL 36579

Mr. Joseph Nelson
60075 State Highway 59
Stockton, AL 36579

Additional instructions/notes: N/A

Baldwin County
Department of Archives and History
312 Courthouse Square, Suite 26
Bay Minette, AL 36507
(251) 580-1897
FAX: (251) 580-2528

DEED OF GIFT AGREEMENT

Accession Number: DO-20-0001-1

Date Received:

Donor: Joseph Nelson & Ruth E. Nelson Sherrell

Donor Address: 60075 State Highway 59
Stockton, AL 36579

Donor Telephone: (251) 937-5490

DESCRIPTION OF MATERIAL The donation consist of the Latham Post Office (24x24x10)

Title: Latham Post Office circa 1940

Extent:

Description: Latham was most likely named after the first postmaster, Latham Cooper. The Latham post office was established in the year 1878. The post office operated under the name Latham from 1880 and was discontinued on February 29, 1960 and moved to Stockton, Alabama. There was no one to accept the office of postmaster was the reason for it being moved from Latham, Alabama to Stockton, Alabama.

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1. Subject to the terms and conditions hereinafter set forth, I, Joseph Nelson & Ruth E Sherrell (hereinafter referred to as the Donor), hereby give, donate, and convey to the Baldwin County Department of Archives and History (hereafter referred to as the Donee) the materials which are described above. Donor further represents and warrants to Donee that Donor is the sole owner of said materials, and is authorized and entitled to make all conveyance and representation contained herein.

2. Legal title to the materials shall pass to the Donee upon their delivery to the Donee. Donor reserves no rights or privileges, whatever, to the materials, but rather conveys all of the same to Donee. Without limitation, Donor hereby gives and assigns to the Donee all rights of copyright which the Donor has in (a) the materials and (b) in such of the Donor's works as may be found among any collections of materials received by the Donee from others.

3. The Donor understands that the location, retention, cataloging, copying, reproduction, and preservation of the materials or other considerations relating to their use or disposition are at the sole discretion of the Baldwin County Department of Archives and History in accordance with its policies. Materials shall be made available for research to all qualified persons.

4. In the event that the Donor may from time to time hereafter give, donate, and convey to the Donee other materials, title to such additional materials shall pass to the Donee upon their delivery and all the provisions of this instrument of gift shall be applicable to such materials. A description of the additional materials so donated and delivered shall be prepared and attached hereto.

5. The responsibility of appraising materials remains with the Donor. The Donee is not authorized by law to provide appraisals for tax purposes.

Signed (Donor): Ruth E. Nelson Sherrell Joseph N. Nelson Date: 9-1-2020

The foregoing gift of materials is accepted on behalf of the Baldwin County Department of Archives and History, subject to the terms and conditions heretofore set forth

Signed (Donee):_____ Date:_____

Form **8283**
(Rev. November 2019)
Department of the Treasury
Internal Revenue Service

Noncash Charitable Contributions

▶ **Attach one or more Forms 8283 to your tax return if you claimed a total deduction of over $500 for all contributed property.**

▶ **Go to *www.irs.gov/Form8283* for instructions and the latest information.**

OMB No. 1545-0908

Attachment Sequence No. **155**

Name(s) shown on your income tax return

Identifying number

Joseph Nelson & Ruth E. Nelson Sherrell

Note: Figure the amount of your contribution deduction before completing this form. See your tax return instructions.

Section A. Donated Property of $5,000 or Less and Publicly Traded Securities—List in this section **only** an item (or groups of similar items) for which you claimed a deduction of $5,000 or less. Also list publicly traded securities and certain other property even if the deduction is more than $5,000 (see instructions).

Part I **Information on Donated Property**—If you need more space, attach a statement.

1	(a) Name and address of the donee organization	(b) If donated property is a vehicle (see instructions), check the box. Also enter the vehicle identification number (unless Form 1098-C is attached).	(c) Description and condition of donated property (For a vehicle, enter the year, make, model, and mileage. For securities and other property, see instructions.)
A	Baldwin County Department of Archives & History, 312 Courthouse Square, Suite 26	☐	Latham Post Office/Good Condition
B		☐	
C		☐	
D		☐	
E		☐	

Note: If the amount you claimed as a deduction for an item is $500 or less, you do not have to complete columns (e), (f), and (g).

	(d) Date of the contribution	(e) Date acquired by donor (mo., yr.)	(f) How acquired by donor	(g) Donor's cost or adjusted basis	(h) Fair market value (see instructions)	(i) Method used to determine the fair market value
A						
B						
C						
D						
E						

Part II **Partial Interests and Restricted Use Property**—Complete lines 2a through 2e if you gave less than an entire interest in a property listed in Part I. Complete lines 3a through 3c if conditions were placed on a contribution listed in Part I; also attach the required statement (see instructions).

2a Enter the letter from Part I that identifies the property for which you gave less than an entire interest ▶ _____
If Part II applies to more than one property, attach a separate statement.

b Total amount claimed as a deduction for the property listed in Part I: **(1)** For this tax year ▶ _____
(2) For any prior tax years ▶ _____

c Name and address of each organization to which any such contribution was made in a prior year (complete only if different from the donee organization above):

Name of charitable organization (donee)

Address (number, street, and room or suite no.)

City or town, state, and ZIP code

d For tangible property, enter the place where the property is located or kept ▶ _____

e Name of any person, other than the donee organization, having actual possession of the property ▶ _____

		Yes	No
3a	Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property?		
b	Did you give to anyone (other than the donee organization or another organization participating with the donee organization in cooperative fundraising) the right to the income from the donated property or to the possession of the property, including the right to vote donated securities, to acquire the property by purchase or otherwise, or to designate the person having such income, possession, or right to acquire?		
c	Is there a restriction limiting the donated property for a particular use?		

Name(s) shown on your income tax return: Joseph Nelson & Ruth E. Nelson Sherrell

Identifying number:

Section B. Donated Property Over $5,000 (Except Publicly Traded Securities, Vehicles, Intellectual Property or Inventory Reportable in Section A)—Complete this section for one item (or a group of similar items) for which you claimed a deduction of more than $5,000 per item or group (except contributions reportable in Section A). Provide a separate form for each item donated unless it is part of a group of similar items. A qualified appraisal is generally required for items reportable in Section B. See instructions.

Part I Information on Donated Property

4 Check the box that describes the type of property donated.

- a ☐ Art* (contribution of $20,000 or more)
- b ☐ Qualified Conservation Contribution
- c ☐ Equipment
- d ☐ Art* (contribution of less than $20,000)
- e ☐ Other Real Estate
- f ☐ Securities
- g ☐ Collectibles**
- h ☐ Intellectual Property
- i ☐ Vehicles
- j ☑ Other

*Art includes paintings, sculptures, watercolors, prints, drawings, ceramics, antiques, decorative arts, textiles, carpets, silver, rare manuscripts, historical memorabilia, and other similar objects.

**Collectibles include coins, stamps, books, gems, jewelry, sports memorabilia, dolls, etc., but not art as defined above.

Note: In certain cases, you must attach a qualified appraisal of the property. See instructions.

5	(a) Description of donated property (if you need more space, attach a separate statement)	(b) If any tangible personal property or real property was donated, give a brief summary of the overall physical condition of the property at the time of the gift	(c) Appraised fair market value
A	Latham Post Office -attached property appraisal	Good	
B			
C			
D			

	(d) Date acquired by donor (mo., yr.)	(e) How acquired by donor	(f) Donor's cost or adjusted basis	(g) For bargain sales, enter amount received	See instructions (h) Amount claimed as a deduction	See instructions (i) Date of contribution
A	1960	Family Property	0	0	0	9/15/2020
B						
C						
D						

Part II Taxpayer (Donor) Statement—List each item included in Part I above that the appraisal identifies as having a value of $500 or less. See instructions.

I declare that the following item(s) included in Part I above has to the best of my knowledge and belief an appraised value of not more than $500 (per item). Enter identifying letter from Part I and describe the specific item. See instructions. ▶

Signature of taxpayer (donor) ▶ Ruth E. Nelson Sherrell Joseph M. Nelson Date ▶ 9-9-2020

Part III Declaration of Appraiser

I declare that I am not the donor, the donee, a party to the transaction in which the donor acquired the property, employed by, or related to any of the foregoing persons, or married to any person who is related to any of the foregoing persons. And, if regularly used by the donor, donee, or party to the transaction, I performed the majority of my appraisals during my tax year for other persons.

Also, I declare that I perform appraisals on a regular basis; and that because of my qualifications as described in the appraisal, I am qualified to make appraisals of the type of property being valued. I certify that the appraisal fees were not based on a percentage of the appraised property value. Furthermore, I understand that a false or fraudulent overstatement of the property value as described in the qualified appraisal or this Form 8283 may subject me to the penalty under section 6701(a) (aiding and abetting the understatement of tax liability). I understand that my appraisal will be used in connection with a return or claim for refund. I also understand that, if there is a substantial or gross valuation misstatement of the value of the property claimed on the return or claim for refund that is based on my appraisal, I may be subject to a penalty under section 6695A of the Internal Revenue Code, as well as other applicable penalties. I affirm that I have not been at any time in the three-year period ending on the date of the appraisal barred from presenting evidence or testimony before the Department of the Treasury or the Internal Revenue Service pursuant to 31 U.S.C. 330(c).

Sign Here Signature ▶ Title ▶ Date ▶

Business address (including room or suite no.) | Identifying number

City or town, state, and ZIP code

Part IV Donee Acknowledgment—To be completed by the charitable organization.

This charitable organization acknowledges that it is a qualified organization under section 170(c) and that it received the donated property as described in Section B, Part I, above on the following date ▶

Furthermore, this organization affirms that in the event it sells, exchanges, or otherwise disposes of the property described in Section B, Part I (or any portion thereof) within 3 years after the date of receipt, it will file **Form 8282,** Donee Information Return, with the IRS and give the donor a copy of that form. This acknowledgment does not represent agreement with the claimed fair market value.

Does the organization intend to use the property for an unrelated use? . . . . . ▶ ☐ Yes ☐ No

Name of charitable organization (donee)	Employer identification number
Baldwin County Commission	[redacted]
Address (number, street, and room or suite no.)	City or town, state, and ZIP code
312 Courthouse Square, Suite 11	Bay Minette, AL 36507
Authorized signature	Title: Chairman / Date

Baldwin County
Revenue Commissioner

Property Appraisal Link

BALDWIN COUNTY, AL

Current Date **8/31/2020**

Tax Year 2020
Valuation Date October 1, 2019

OWNER INFORMATION

PARCEL	10-09-45-0-000-003.000	**PPIN** 031310	**TAX DIST** 02H
NAME	NELSON, JOSEPH MARION ETAL SHERRELL, RUT		
ADDRESS	60075 ST HWY 59 STOCKTON AL 36579		
DEED TYPE 00	**BOOK** WILL	**PAGE** WILL	
PREVIOUS OWNER			
LAST DEED DATE	9/13/1990		

DESCRIPTION

55 AC(C) COM AT THE SW COR OF NW1/4 FOR POB TH RUN E 1610'(S), NE'LY ALG HWY 130'(S), NW'LY 435.6', NE'LY 400', SE'LY 43 5.6', TH NE'LY 360'(S), NW'LY 293.4', NE'LY 242.1', SE'LY 34 3', NE'LY 330'(S), W 1356'(S), TH S 140'(S), TH SE 409'(S), TH W 204'(S), TH NW 397'(S), TH E 183'(S), TH N 140'(S), TH W 995'(S), TH S 1330'(S) TO POB FRL GR SEC 45-T2N-R2E

PROPERTY INFORMATION

PROPERTY ADDRESS	60075 ST HWY 59		
NEIGHBORHOOD	NBALD		
PROPERTY CLASS		**SUB CLASS**	
LOT **BLOCK**			
SECTION/TOWNSHIP/RANGE	00-00 -00		
LOT DIMENSION		**ZONING**	

PROPERTY VALUES

LAND:	108600	**CLASS 1:**		**TOTAL ACRES:**	55.00
BUILDING:		**CLASS 2:**		**TIMBER ACRES:**	45.00
	=========	**CLASS 3:**	108600		
TOTAL PARCEL VALUE:	108600				
ESTIMATED TAX:	$123.90				
TOTAL USE VALUE:	39855				

DETAIL INFORMATION

CODE	TYPE	REF	METHOD	DESCRIPTION	LAND USE	TC	HsPn	MARKET VALUE	USE VALUE
U	USE	7	ST AC1	10.00 acres	8120-CROP (AVG A2)	3	N N		4430
U	USE	8	ST AC1	41.00 acres	8320-TIMBER (AVG. C2)	3	N N		24149
U	USE	9	ST AC1	4.00 acres	8330-TIMBER (POOR C3)	3	N N		1676

M	LAND	10	ST	AC1	10.00 acres	8100-AGRICULTURAL	3	N	N	18000	
M	LAND	11	ST	AC1	45.00 acres	8100-AGRICULTURAL	3	N	N	81000	
M	LAND	12	EX	POND PER AC	3 PO Items	9320-LAKES AND PONDS	3	N	N	9600	
U	USE	13	EX	POND PER AC	3 PO Items	9320-LAKES AND PONDS	3	N	N		9600

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Baldwin County Commission

Agenda Action Form

File #: 20-1528, **Version:** 1 **Item #:** BE1

Meeting Type: BCC Regular Meeting
Meeting Date: 9/15/2020
Item Status: New
From: Wanda Gautney, Purchasing Director/Joey Nunnally, County Engineer
Submitted by: Loren Lucas, Assistant Purchasing Director

ITEM TITLE
Competitive Bid #WG20-44A - Prescribed Burn and Timber Removal of 424.46 Acres of "Wet Pine Flatwoods Habitat" Within the Baldwin County Mitigation Area, Gulf Shores, Alabama for the Baldwin County Commission

STAFF RECOMMENDATION
Take the following actions:

1) Authorize the Purchasing Director to re-bid for the Prescribed Burn and Timber Removal of 424.46 Acres of "Wet Pine Flatwoods Habitat" Within the Baldwin County Mitigation Area, Gulf Shores, Alabama for the Baldwin County Commission; 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:
07/07/2020 meeting: 1) Authorized the Purchasing Director to place a competitive bid for a prescribed burn and timber thinning at the Baldwin County Mitigation Bank located north of County Road 4 in Gulf Shores; and 2) Authorized the Chairman to execute any project related documents.

Background: Bids were set to open in the Purchasing Conference Room on August 31, 2020 at 1:30 p.m., for the Prescribed Burn and Timber Removal of 424.46 Acres of "Wet Pine Flatwoods Habitat" within the Baldwin County Mitigation Area, Gulf Shores, Alabama for the Baldwin County Commission. No bids were received. Staff recommends the Commission authorize the Purchasing Director to re-bid for the Prescribed Burn and Timber Removal.

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: 09/15/2020

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

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

Additional instructions/notes: N/A

BID #WG20-44A SPECIFICATIONS

All workmen and equipment shall be furnished by the Contractor.

These specifications shall be construed as minimum. All integral parts not specifically mentioned in the scope of these specifications that are necessary to provide a complete working unit shall be furnished.

No bid may be withdrawn for a period of thirty (30) days following the bid opening unless approved by the Baldwin County Commission, Bay Minette, Alabama.

PREPARATION OF BIDS

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

Bidder shall give a Lump Sum price as indicated on the Bid Response Form. The price shall include all applicable charges, to include but not limited to delivery, etc.

The use of specific names and numbers in the specifications is not intended to restrict the bidder or any seller or manufacturers, but is solely for the purpose of indicating the type, size and quality of equipment considered best adapted to Baldwin County.

BID RESPONSE FORM

Each bidder shall us 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.

AWARD

The bid will be awarded to the lowest responsible bidder complying with the conditions of the bid invitation provided that said bid is reasonable and is in the best interest of Baldwin County. All integral parts not specifically mentioned in the scope of these specifications that are necessary to provide a complete working unit shall be furnished. **NO BID WILL BE ACCEPTED WITHOUT PROOF OF INSURANCE.**

It is the intent of the County to award to one vendor.

BIDDERS QUALIFICATIONS

The County may make such investigations as they deem necessary to determine the ability of the bidders to furnish all materials, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted, or investigation of such bidder, fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to furnish all materials

contemplated therein. Conditional bids will not be accepted.

LAWS AND REGULATIONS

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

CONTRACTORS AND SUBCONTRACTORS AND INSURANCE

The Contractor shall not commence work under this contract until all the required insurance has been obtained by Contractor and approved by the County. Nor shall the Contractor allow any Subcontractor to commence work on his subcontract until the insurance required of the Subcontractor has been so obtained and approved.

COMPENSATION INSURANCE

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

CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

The Contractor shall procure and shall maintain during the life of this contract a Comprehensive Liability Policy providing bodily injury and property damage coverage on an occurrence basis including damages arising from blasting explosion or collapse, mechanical equipment digging in streets or highways, and including completed operations, independent contractors and contractual general liability. Insurance shall be contractual general liability $500,000.00 per occurrence bodily injury and property damage; $5,000 per person medical payments or medical expense; $500,000.00 per occurrence bodily injury and property damage; $5,000 per person medical payments or medical expense; $500,000.00 personal and advertising injury; $50,000.00 fire damage (any one firm); $1,000,000.00. The Baldwin County Commission, its Departments and its employees shall be named as additional insured.

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

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

The Contractor agrees to carry a Comprehensive Automobile Liability Policy providing bodily injury liability on an occurrence basis and providing property damage liability on an accident

basis. This policy shall protect the Contractor against all liability arising out of the use of automobiles, both private, passenger and commercial, regardless of whether such vehicles shall be owned by the Contractor, owned by others or hired. Limits of liability for Comprehensive Automobile Liability Insurance shall be $1,000,000.00 combined single limit bodily injury and property damage each occurrence. The Baldwin County Commission, its departments and its employees shall be named as additional insured.

COUNTY'S PROTECTIVE LIABILITY INSURANCE

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

HOLD HARMLESS PROVISION

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

SUBCONTRACTOR'S PUBLIC LIABILITY & PROPERTY DAMAGE INSURANCE

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

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

SCOPE OF WORK

Prescribed Burn Requirements

The intent of this scope is to implement a **"PRESCRIBED BURN"** on 424.46 acres of "Pine Savannah" within the Baldwin County Mitigation Area, Gulf Shores, AL. This property is located in Section 5 & 6, Township 9 South – Range 4 East, and Section 31, Township 8 South – Range 4 East, Baldwin County, Alabama, as shown in Exhibit "A".

The prospective bidders must submit to the County the following items:

1. A written prescribed burn plan & estimated number of days to complete the burn

2. Current Insurance information as required by the County
3. A copy of the contractors "Prescribed Burn Manager" Certification from the Alabama Forestry Commission

    - The contractor will be responsible for completing the prescribed burn between **November 1, 2020 – April 30, 2021**

    - Timber must be removed prior to burning in areas that require timber removal.

    - The Contractor will be responsible for having a "Burn Permit" from the Alabama Forestry Commission prior to commencing each day of burning

    - The Contractor will be responsible for meeting "Alabama's Best Management Practices for Forestry

    - The Contractor will be responsible for installing fire lines as needed along the exterior boundary of the "pine savannah" & scarifying as needed the existing fire lines that have been previously established prior to implementing the prescribed burn

    - The Contractor will be responsible for implementing the prescribed burn and managing the intensity of the fire to minimize any damage to the residual pine timber stand

    - The Contractor will be responsible for doing their due diligence in determining and notifying all affected parties. Contractor shall provide this notification plan to Baldwin County.

Timber Removal Requirements

The intent of this scope is to implement a "**TIMBER REMOVAL**" on 96.3 acres of "Pine Savannah" within the Baldwin County Mitigation Area, Gulf Shores, AL. This property is located in Section 5 & 6, Township 9 South – Range 4 East, and Section 31, Township 8 South – Range 4 East, Baldwin County, Alabama. The attached map shows the limits of timber removal. The prospective bidders must submit to the County their current insurance information as required.

- The contractor will be responsible for restoring all haul roads used to a condition substantially the same as existed immediately prior to the removal of the pine timber. All improvements required for existing haul roads will be the responsibility of the contractor.

- The contractor will be responsible for removing any and all trash and debris on a regular and timely basis during the operation.

- The contractor will be responsible for minimizing rutting and soil disturbance during the removal operation and site conditions shall be brought back as close to original as

possible prior to removal.

- The Contractor will be responsible for meeting “Alabama’s Best Management Practices for Forestry” during the removal operation.

- The Contractor will be responsible for designating and leaving an average of 20 Pine Stems per acre of “LEAVE TREES” throughout the entire removal area. The “LEAVE TREES” will be either “Dominant or Co-Dominant” pine stems and should not be damaged during the operation.

- The Contractor will be responsible for removing the designated timber by traditional tree-length removal, chipping, grinding, mulching, or other methods determined to satisfactorily meet the objectives of the timber removal. If the timber is chipped, mulched, etc. it must be removed from the site.

- The contractor will be responsible for abiding by ADEM rules and regulations.

BID #WG20-44A RESPONSE FORM
Prescribed Burn and Timber Removal

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: _____

BID AMOUNT

Item	Unit	Unit Cost	Total Units	Total
Prescribed burn of 424.46 acres & scarify the existing established fire lines	Acre		424.46 Acres	
Timber Removal on 96.3 Acres of "Pine Savannah"	Acre		96.3 Acres	

State of Alabama)

County of Baldwin)

CONTRACT FOR PROFESSIONAL & CONSTRUCTION SERVICES

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

WITNESSETH:

Whereas,

Whereas,

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

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

A. COUNTY: Baldwin County, Alabama

B. COMMISSION: Baldwin County Commission

C. PROVIDER: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PROVIDER:

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

XVI. Services to be Rendered. PROVIDER is retained by the COUNTY as a professionally-qualified Contractor. The general scope of work for the services shall include all the terms and Conditions of "**Competitive Bid #WG20-44A",** the same being expressly incorporated herein by reference, and without limitation will encompass:

"All provision and conditions and/or specifications listed/stated in Competitive Bid #WG20-44A named, "Prescribed Burn and Timber Removal of 424.46 acres of "Wet Pine Flatwoods Habitat" within the Baldwin County Mitigation Area, Gulf Shores, 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 ten (10) days written notice of such to the other party. Upon receipt of such notices, PROVIDER shall discontinue its work to the extent specified in the notice. In the event of termination, the COUNTY shall pay PROVIDER for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination.

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

XX. Direct Expenses. Compensation to PROVIDER for work shall be paid $_____. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services.

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

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

XXII. Effective and Termination Dates. This Contract shall be effective and commence immediately upon the same date as its full execution and shall terminate either on April 30, 2021 or upon a written notification thereof received by either party within the required ten (10) day period. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

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

XXIV. Indemnification. Provider shall indemnify, defend and hold County and its Commissioners, affiliates, employees, agents, and representatives (collectively "County") harmless from and against any and all claims, demands, liabilities, damages, losses,

judgments, costs, and expenses including, without limitations, attorneys' fees, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon County, as a result of or in any manner related to provision of services hereunder, or any act or omission, by Provider. Contractor shall provide the COUNTY with proof of general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration of this Contract.

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

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

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

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

COUNTY

_____

BILLIE JO UNDERWOOD/ 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, Billie Jo Underwood, whose name as Chairman of Baldwin County Commission, and Wayne Dyess, whose name as County Administrator, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Professional and Construction Services, they, as such officers and with full authority, executed same knowingly and with full authority to do so on behalf of said Commission.

GIVEN under my hand and seal on this the _____ day of _____, 2020.

_____

Notary Public
My Commission Expires

SIGNATURE PAGE AND NOTARY PAGE TO FOLLOW

PROVIDER:

Insert Name

_____/_____
By _____/Date
Its _____

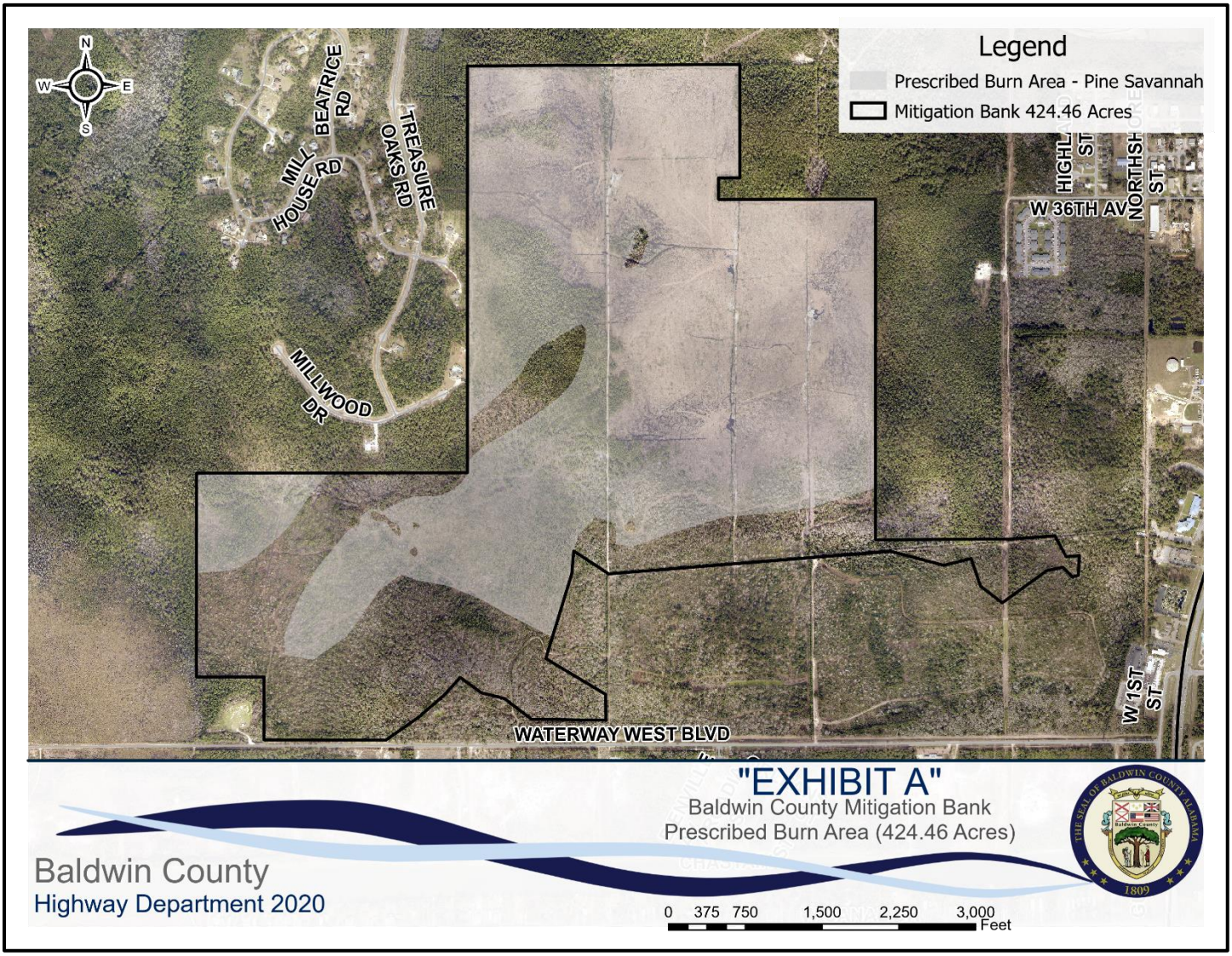
State of Alabama)

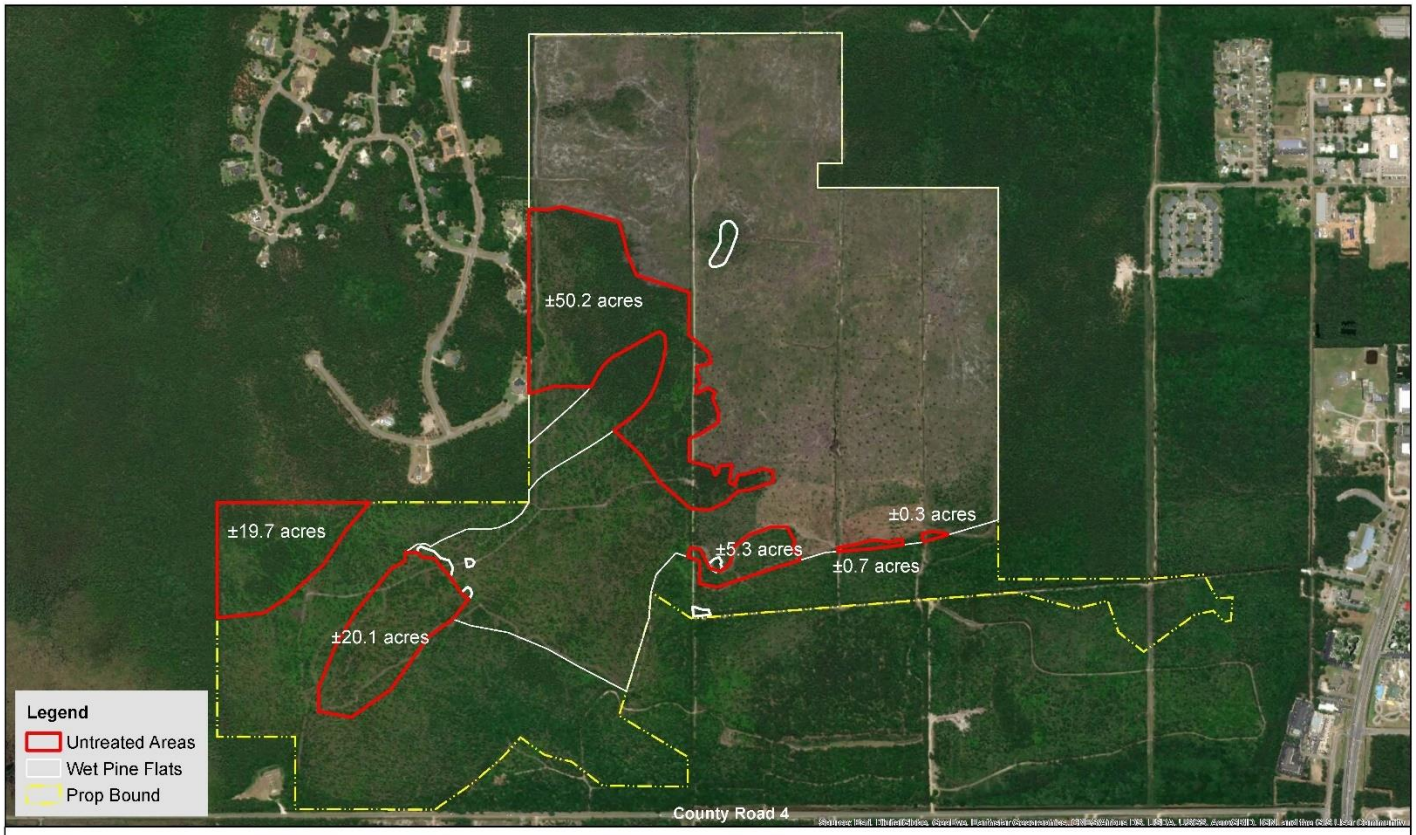
County of _____)

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 _____, 2020.

_____
Notary Public
My Commission Expires


Legend
Prescribed Burn Area - Pine Savannah
Mitigation Bank 424.46 Acres
N
W
E
S
BEATRICE RD
MILL HOUSE RD
TREASURE OAKS RD
MILLWOOD DR
HIGHL ST
NORTHSH ST
W 36TH AV
W 1ST ST
WATERWAY WEST BLVD
"EXHIBIT A"
Baldwin County Mitigation Bank
Prescribed Burn Area (424.46 Acres)
Baldwin County
Highway Department 2020
0 375 750 1,500 2,250 3,000
Feet



Baldwin County Mitigation Bank - Timber Removal Area (96.3 acres)

Baldwin County Commission

Agenda Action Form

File #: 20-1511, **Version:** 1 **Item #:** BE2

Meeting Type: BCC Regular Meeting
Meeting Date: 9/15/2020
Item Status: New
From: Wanda Gautney, Purchasing Director/Joey Nunnally, County Engineer/Frank Lundy, Maintenance Engineer/Brian Peacock, Communications Information Systems Director
Submitted by: Loren Lucas, Assistant Purchasing Director

ITEM TITLE
Competitive Bid #WG20-52 - Provision of Push-To-Talk over Cellular (PoC) Services and Equipment Monthly Rental 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 Provision of Push-To-Talk over Cellular (PoC) Services & Equipment Monthly Rental for the Baldwin County Commission; 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 Highway Department has requested that a competitive bid be placed for the Provision of Push-To-Talk over Cellular (PoC) Services & Equipment Monthly Rental, which will replace the services currently utilized by the Highway Department through Southern Linc. 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: 09/15/2020

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

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

Additional instructions/notes: N/A

BID #WG20-52 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 equipment must be a current production model. If equal models are bid the substituted equipment must be current production models.

The use of specific names and numbers in the specifications is not intended to restrict the bidder or any seller or manufacturers, but is solely for the purpose of indicating the type, size and quality of equipment considered best adapted to Baldwin County.

GENERAL

The following specifications provide the data necessary for vendors to submit bids for Push-To-Talk over Cellular (PoC) Services & Equipment that will be utilized by various departments within Baldwin County.

If an "or equal" item is bid, it will be the Bidder's responsibility to prove that "or equal" item is in fact equal. If an "or equal" item is bid, the Bidder will be responsible for providing one device of each model along with any related software for demonstration purposes, prior to the bid award. Specifications listed highlight important features, but do not constitute full specifications used to determine "or equal" acceptance.

AWARD

Award will be made to the lowest responsible bidder meeting the bid specifications. It is the County's intent to award the bid to one vendor.

It is the intent of the Baldwin County Commission to award this contract for a twenty-four (24) calendar month period. However, the Baldwin County Commission may, at their option and in agreement with the Successful Bidder, renew the contract for up to one (1) additional year at the same prices and terms as in the original contract. The Baldwin County Commission will, in writing, notify the Contractor thirty (30) days prior to expiration of the contract with its' intention to extend the contract.

SPECIFICATIONS FOR PUSH-TO-TALK OVER CELLULAR (PoC) SERVICES & EQUIPMENT MONTHLY RENTAL

Required Features

All radios shall have the following:

System-wide All call
Fleet All Call
Subfleet All Call
Individual Call
Internal GPS
Caller ID
Text Messaging

RADIO #1

Model *or equivalent.*
i305 Basic Model wGPS
i405 w/LCD and Limited Keypad w/GPS

Package must Include:
Ai3054 Antenna

BLi3054 Battery
BCi3054 Belt Clip
SCi3054 Single Unit Charger
PSSCi3054 Charger Power Cord

Optional Accessories:
mcI3054 Multi-Unit Charger
SURNXK-1 Surveillance Kit
SMNXK-1 Speaker Mic

RADIO #2

Model *or equivalent.*
i450 w/LCD and Full Keypad w/GPS

Package must Include:
Ai4501 Antenna
BLi4501 Battery
BCi4501 Belt Clip
SCi4501 Single Unit Charger
PSSCi4501 Charger Power Adapter

Optional Accessories:
MCi4501 Multi-Unit Charger
SURNXK-1 Surveillance Kit
SMNXK-1 Speaker Mic

RADIO #3

Model *or equivalent.*
i682 LCD w/Limited Keypad w/GPS

Package Includes:
Ai6708 Antenna
BCi6708 Battery
SCi6708 Single Unit Charger
PSSCi6708 Charger Power Adapter

Optional Accessories:
SMCi6708 Multi-Unit Charger
SURNXK-7 Surveillance Kit
SMNXK-7 Speaker Mic

RADIO #4

Model *or equivalent.*
m990 Mobile Radio w/GPS

Package Includes:
AGm990-4G 4G/GPS Antenna
PMm9901 Palm Mic

Dispatching Software & Equipment

-Dispatch Service to include all of Baldwin County with unlimited PoC talk time.

-Service to include Computer Based Dispatch software (Windows Based PC), and at no extra charge.

Computer Dispatcher software to include the following:

-System Access via computer at no extra charge
-GPS Positioning
-Google Street Map and Google Satellite Map displaying Unit ID and location
-All Call Fleet and Subfleet Calling
-Individual Fleet and Subfleet Calling
-Individual Unit Calling
-Geo-Fencing
-Speed Tracking
-Dynamic Regrouping
-Display of online and offline users
-Audio Recording Log with playback
-Time and Date Based Individual Route Playback including speed and locations
-Text messaging
-Text Message Log displaying Unanswered user, time, sender, receiver, GID and USERID
-GPS Tracking Export

Warranty

Manufacturer's warranties **shall** be provided in writing and shall specify any, and all, exclusions, including parts and labor. If such warranties are provided at additional cost, the incremental costs must be so specified. The procedures necessary to notify and utilize such warranty must be specified. Any additional charges relating to utilization of the warranty provided must be specified.

Documentation

The bid **shall** include all documentation, manuals and other printed matter relating to the operation and maintenance of the radio and other appurtenances.

Delivery/Shipping Costs

The bid **shall** include a delivery commitment, which must be within thirty (30) days from the receipt of an order. Shipping costs must be included in the price of the bid.

Installation

Installation of the radios will be performed by Baldwin County personnel. Required hardware shall be shipped with the units.

BID#20-52 RESPONSE FORM
Provision of Push-To-Talk over Cellular (PoC) Services & Equipment Monthly Rental

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

Radio #l with accessories listed
Make/Model:_____
Amount Bid: $_____per month including equipment and unlimited Airtime
Initial Cost: $ _____
Optional Accessories:
Multi-Unit Charger $_____
Surveillance Kit $_____
Speaker Mic $_____

Radio #2 with accessories listed
Make/Model:_____
Amount Bid:$_____per month including equipment and unlimited Airtime
Initial Cost: $ _____
Optional Accessories:
Multi-Unit Charger $_____
Surveillance Kit $_____
Speaker Mic $_____

Radio #3 with accessories listed
Make/Model:_____
Amount Bid:$_____per month including equipment and unlimited Airtime
Initial Cost: $ _____
Optional Accessories:
Multi-Unit Charger $_____
Surveillance Kit $_____
Speaker Mic $_____

Radio #4
Make/Model:_____
Amount Bid:$_____per month including equipment and unlimited Airtime
Initial Cost: $ _____

Baldwin County Commission

Agenda Action Form

File #: 20-1497, **Version:** 1 **Item #:** BE3

Meeting Type: BCC Regular Meeting
Meeting Date: 9/15/2020
Item Status: New
From: Wanda Gautney, Purchasing Director/Anu Gary, Administrative Services Manager/Keri Green, Commission Executive Assistant
Submitted by: Loren Lucas, Assistant Purchasing Director

ITEM TITLE
Lease of One (1) Postage Machine for the Baldwin County Central Annex Located in Robertsdale, Alabama

STAFF RECOMMENDATION
Authorize the Chairman to execute the lease agreement with Quadient Leasing USA, Inc., (Accurate Control of Fairhope) for the lease of one (1) postage machine off the State of Alabama Bid for thirty-six (36) months, effective upon full execution of the agreement, for the Baldwin County Central Annex as follows:

Central Annex - 22251 Palmer Street, Robertsdale, Alabama
Neopost IX7 - IX-7 Series Base with Mixed Size Feeder, Sealer, Drop Tray & Ink Cartridge
Neopost IXDS7 - Dynamic Weighing Platform for IX Series 7/7PRO Bases
Neopost IXWP10 - IX Series 10lb. Weighing Platform
Neopost IXDW10 - IX Series 5/7/7PRO Base 10lb. Differential Weighing
Neopost WP10STDN - 10lb. Scale Stand for IXWP10, ISWP10 & INWP10
Neopost DT-ECERT - e-Certify Configuration
Neopost DT-ECERT2KAS - e-Certify Subscription - Level 3: includes up to 2,000 e-Certs per year. Overage charges are detailed in the attached Lease Addendum.
Neopost Rate Protection
Neopost Accounting Package
Full Coverage Maintenance Contract

Cost of $1,522.05 per quarter - total of $6,088.20 per year

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The lease agreement currently in place with Quadient Leasing USA, Inc., (Accurate Control of Fairhope) will expire in October 2020. Quadient Leasing USA, Inc., will be removing the

machine currently in use and replacing it with a new machine off the State of Alabama Bid. The new postage machine will cost $1,522.05 per quarter for a total of $6,088.20 per year for a period of thirty-six (36) months. The current lease agreement is a cost of $1,020.78 per quarter for a total of $4,083.12 per year. This will be a cost increase of $2,005.08 per year.

FINANCIAL IMPACT

Total cost of recommendation: $6,088.20 per year

Budget line item(s) to be used: 51992.5229

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

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?
Standard State of Alabama Contract Lease Agreement

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 09/15/2020

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

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

Additional instructions/notes: N/A

quadient Leasing

Government Product Lease Agreement
with Meter Rental Agreement

Section (A) Office Information

Office Number	Office Name	Phone #	Date
601	**Accurate Control Equipment Inc.**	**(251) 928-4976**	**08/13/2020**

Section (B) Billing Information

Company Name	**BALDWIN COUNTY COMMISSION**		
DBA			
Billing Address	**312 COURTHOUSE SQ STE 11**		
City State Zip+4	**BAY MINETTE**	**AL**	**36507-4809**
Contact Name	**FINANCE ACCOUNTS PAYABLE**	Phone	**(251) 937-9561**
Contact Title		Fax	**(251) 580-2536**
Email Address		PO #	

Section (C) Installation Information (if different from billing information)

Company Name	**BALDWIN COUNTY CENTRAL ANNEX**		
Installation Address	**22251 PALMER ST**		
City State Zip+4	**ROBERTSDALE**	**AL**	**36567-3067**
Contact Name	**KERRI GREEN**	Phone	**(251) 972-8555**
Contact Title	**COMMISSION EXECUTIVE ASS**	Fax	**(251) 580-2536**
Email Address	**kegreen@baldwincountyal.gov**		
Main Post Office		PO 5-Digit Zip Code	

Section (D) Products

Qty	Model / Part Number	Description (include Serial Number, if applicable)
1	IX7	iX-7 Series Base w/ Mixed Size Feeder, Sealer, Drop Tray & Ink Cartridge
1	IXDS7	Dynamic Weighing Platform for IX Series 7/7PRO Bases
1	IXWP10	IX Series 10 lb Weighing Platform
1	IXDW10	IX Series 5/7/7PRO Base 10lb. Differential Weighing
1	WP10STDN	10lb Scale Stand for IXWP10, ISWP10 & INWP10
1	DT-ECERT	e-Certify Configuration Fee
1	DT-ECERT2KAS	e-Certify Subscription - Level 3 (up to 2,000 e-Certs per year).

Section (E) Lease Payment Information & Schedule

Tax Status:
- ☐ Taxable
- ☑ Tax Exempt
  Certificate attached

Billing Frequency:
- ☐ Monthly
- ☑ Quarterly
- ☐ Annually

Billing Method:
- ☐ Standard
- ☑ Arrears

Number of Months		Monthly Payment (Plus applicable taxes)
First	36	$507.35

Current Lease Number: **N17093121**

☐ ACH (Customer to submit authorization form)

Section (F) Postage Meter & Postage Funding Information

Meter Model	**IX7AI**	Machine Model	**IX7**

Postage Funding Method:
- ☐ Bill Me ☐ Prepay by Check
- ☑ ACH Debit (Submit customer authorization form)
- ☐ OMAS ☐ CPU (include authorization form)

Agency Code _____ Sub Agency Code _____

Postage Funding Account:
- ☑ POC ☐ TMS
- ☐ New ☑ Existing

Existing Account Number: **7209641**

Service Products (Check all that apply)
- ☑ Online Postal Rates iMeter™ App (SP10)
- ☑ Online Postal Expense Manager iMeter™ App (SP20/NeoStats)
- ☐ Online E-Services iMeter™ App (SP30)
- ☐ NeoShip PLUS (EP70PLUS)
- ☐ NeoShip Install & User Guide (EP70GUIDES)
- ☐ RunMyMail ☐ 3G/4G Cell Service
- ☑ Maintenance
- ☑ Installation/Training
- ☐ Software Support for premise (non-cloud) solutions

Section (G) Approval

Existing customers who currently fund the Postage account by ACH Debit will not be converted to the Postage Funding Account unless initial here _____.

This document consists of a Government Product Lease Agreement with Quadient Leasing USA, Inc.; and a Postage Meter Rental Agreement, and Online Services and Software Agreement with Quadient, Inc.; and a Postage Funding Account Agreement with Quadient Finance USA, Inc. Your signature constitutes an offer to enter into such agreements, and acknowledges that you have received, read, and agree to all applicable terms and conditions (version Government-Equipment-Lease-Terms-USPS-Dealer-V1-2020), which are also available at www.quadient.com/Government-Equipment-Lease-Terms-USPS-Dealer-V1-2020, and that you are authorized to sign the agreements on behalf of the customer identified above. The applicable agreements will become binding on the companies identified above only after an authorized individual accepts your offer by signing below, or when the equipment is shipped to you.

******* SEE PURCHASE ORDER ******
Authorized Signature

_____ _____
Print Name and Title Date Accepted

_____ _____
Accepted by Quadient Inc. and its Affiliates Date Accepted

ADDENDUM TO AGREEMENTS

This Addendum to Agreements is by and between Quadient Leasing USA, Inc. ("Quadient Leasing"), Quadient, Inc. ("Quadient") and BALDWIN COUNTY CENTRAL ANNEX ("Customer") with reference to the following:

A. Quadient Leasing and Customer are entering into a Product Lease Agreement (the “Lease”), pursuant to which Quadient Leasing will lease products to Customer.

B. Concurrently herewith, Quadient and Customer are entering into an Online Services and Software Agreement (the “OSS Agreement”) pursuant to which Quadient will make certain other services available to Customer.

C. Any defined term used herein shall have the same meaning as in the Lease, or the OSS Agreement.

In consideration of the mutual covenants contained herein, and in the Lease, and the OSS Agreement, the parties agree to amend the OSS Agreement as follows:

1. Section 2, titled “License Grant and Additional Terms” is hereby amended to add the following to the end of this section: “Your use of the Services is limited to the number of Electronic Certified Mail pieces (each an “eCert”) indicated on the Order Form (“Annual Volume Limit”). In the event You exceed the Annual Volume in any year, You agree to pay an overage charge for each eCert used over the Annual Volume Limit as outlined below (the “Overage Charge”). The Overage Charge will be determined as a product of the number of eCerts You process in excess of the Annual Volume Limit multiplied by the Overage Charge associated with tier for the excess as set forth below:”

Annual Volume Band (# of eCerts) *	Overage Charge
1-500	$ 0.38
501-1,000	$ 0.36
1,001-2,000	$ 0.35
2,001-4,000	$ 0.26
4,001-8,000	$ 0.25
8,001-12,000	$ 0.24
12,001-16,000	$ 0.22
16,001-32,000	$ 0.21
32,001-64,000	$ 0.20
64,001-96,000	$ 0.19
96,001-128,000	$ 0.17
128,001-256,000	$ 0.16
256,001-384,000	$ 0.14
384,001 and above	$ 0.12

* Volume bands renew annually

The Lease, OSS Agreement, and this Addendum contain the complete understanding and agreement between the parties hereto, and supersede all representations, understandings or agreements prior to the execution thereof. Any changes or additions to the foregoing agreements will be valid only if they are in writing and signed by the appropriate parties.

In the event of any conflict between the terms of the Lease, OSS Agreement, and this Addendum, the terms of this Addendum shall control.

The parties have caused this Addendum to Agreements to be executed by their duly authorized representatives on the date set forth below.

Customer:

By: _____

Printed Name: _____

Title: _____

Date: _____

Quadient Leasing USA, Inc.

By: _____

Printed Name: _____

Title: _____

Date: _____

Quadient, Inc.

By: _____

Printed Name: _____

Title: _____

Date: _____

Baldwin County Commission

Agenda Action Form

File #: 20-1505, **Version:** 1 **Item #:** BE4

Meeting Type: BCC Regular Meeting
Meeting Date: 9/15/2020
Item Status: New
From: Wanda Gautney, Purchasing Director/Wayne Dyess, County Administrator/John Stolarski, Allred Stolarski Architects, PA
Submitted by: Loren Lucas, Assistant Purchasing Director

ITEM TITLE
Pre-qualification of Contractors for the Construction of a New Baldwin County Animal Shelter Intake Building Located in Summerdale, Alabama for the Baldwin County Commission

STAFF RECOMMENDATION
Authorize the Purchasing Director to advertise for the Pre-Qualification of Contractors for the construction of a new Baldwin County Animal Shelter intake building located in Summerdale, Alabama.

BACKGROUND INFORMATION

Previous Commission action/date:
10/15/2019 meeting: Approved the AIA contract for the architectural services with Allred Stolarski Architects, PA for the construction of a new Baldwin County Animal Shelter Intake Building in the amount of 6% of the construction cost plus normal reimbursable expenses and authorized the Chairman to execute the Contract.

Background: The Commission approved the construction of a new Animal Shelter intake building on 09/20/2019 with a budget amount of $800,000.00. The Pre-Qualification of the Contractors needs to be advertised before the project can be bid. The Architect, John Stolarski, with Allred Stolarski Architects, PA, is in the process of finalizing the drawings for Commission approval before the bids are sent out. The Architects estimated construction cost for this project is $3,564,024.65. Staff recommends the Commission authorize the Purchasing Director to advertise the Pre-Qualification of Contractors for the project.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 09/15/2020

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

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

Additional instructions/notes: N/A

ADVERTISEMENT

PRE-QUALIFICATION FOR BALDWIN COUNTY COMMISSION PROJECT

"CONSTRUCTION OF A NEW BALDWIN COUNTY ANIMAL SHELTER INTAKE BUILDING LOCATED IN SUMMERDALE, ALABAMA"

All prospective Bidders must be pre-qualified with the Baldwin County Commission to bid on the construction of an intake building for the Baldwin County Animal Shelter located in Summerdale, Alabama. **Pre-qualification Applications** are available from Wanda Gautney, Baldwin County Purchasing Department, 257 Hand Avenue, Bay Minette, Alabama 36507. Failure to submit such application shall render the Bidder non-responsive and will not be permitted to bid on this project. To pre-qualify with the Commission, each prospective Bidder must furnish written evidence of competency and evidence of financial responsibility to the County. Accordingly, the County will not accept Pre-qualification Applications after **2:30 P.M.** on **October 7, 2020.** Upon submittal of the Pre-qualification Application, the owner may make such investigations as he deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any Application if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the Work. All Applicants will be notified prior to Bid.

Project Description:

Construction of an Intake Building for the Baldwin County Animal Shelter located in Summerdale, Alabama

The Work consists of the following general scope.

The site of the proposed work will be located at 15050 County Road 49, Summerdale, AL 36580. The existing facility will be demolished for construction of the new facility. Special care will be taken during the demolition process in order to retain and store select existing facility items per the County's direction. The new building consists of 13,677 square feet (10,764 square feet heated and cooled.) The work will include, but is not limited to, site and building demolition, site grading, site drainage, concrete slabs and walks, concrete masonry unit structural walls, pre-manufactured wood trusses, metal roof panel system, stucco, cement board trim and soffits, metal stud furr-outs, gypsum board ceilings, acoustic tile ceilings, interior and exterior chain-link fencing, galvanized hollow metal doors and frames, solid core wood doors, specialty kennel equipment, interior epoxy paint and latex paint finishes, plumbing, mechanical, electrical work, and communications rough-in. The work will include all materials, labor, tools, expendable equipment and transportation services, and all incidental items necessary to perform and complete, in a workmanlike manner, the work required to complete the project.

Estimated Construction Cost: $3,564,024.65

PRE-QUALIFICATION APPLICATION
BALDWIN COUNTY COMMISSION
"CONSTRUCTION OF A NEW BALDWIN COUNTY ANIMAL SHELTER INTAKE BUILDING LOCATED IN SUMMERDALE, ALABAMA"

Signature of Applicant _____ Date _____

Principal and Title (Print of Type) _____

Company Name _____ Alabama Contractor License No._____

Mailing Address _____ Telephone Number _____

City, State Zip _____ Fax Number _____

Applicant must complete information regarding the attached questionnaire Items 1 through 10 and submit with this form. ***All questions listed on this application must be completed and all required documents must be submitted with the application to be considered a complete application.***

The Baldwin County Commission reserves the right to reject any Pre-Qualification Application which is not responsive or considered to be in the best interest of the County. The Baldwin County Commission has authorized these Pre-qualification Procedures as outlined in Alabama's New Public Works Laws. Responsiveness of the applicant will be determined by the completeness and regularity of the Pre-qualification Application. Incomplete applications will delay consideration of applicants desiring to pre-qualify. Pre-qualification of a contractor does not imply that any bid submitted by a pre-qualified contractor automatically qualifies a "competitive", "responsible", or "satisfactory" bid.

Pre-qualification Applications must be mailed to the following address: **(Applications submitted by FAX or E-mail will not be accepted.) Please see the physical address below to hand deliver the application.** Applications are due on **October 7, 2020 by 2:30 P.M.**

Baldwin County Purchasing Office
312 Courthouse Square, Suite 15 (Mailing Address)
257 Hand Avenue (Physical Address)
Bay Minette, Alabama 36507
Attention: Wanda Gautney
Phone: (251) 580-2520

PRE-QUALIFICATION APPLICATION
BALDWIN COUNTY COMMISSION
"CONSTRUCTION OF A NEW BALDWIN COUNTY ANIMAL SHELTER INTAKE BUILDING LOCATED IN SUMMERDALE, ALABAMA"

1. List firms' Headquarters and any other offices that are located in the state of Alabama as follows:

   Name:
   Address:
   Telephone:
   Fax:

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

3. Attach a list of <u>all</u> public works construction projects performed in <u>Baldwin County</u> during the last five (5) years as follows:

   Project name:
   Project description:
   Prime Contractor:
   Contract amount:
   Completion date:
   % of work performed with contractor's own forces:

4. List <u>all</u> public works projects (of any size) performed for local (county or municipality), state, or federal government, in which you were prime contractor, completed during the last three (3) years. Use the attached sheet for each project reference (make copies as needed or use page layout for computer generated response.)

   4a. Are there any judgments, claims, suits pending or outstanding against your organization? If so, include details. Do not include action of subcontractor or employees against your organization.

   4b. Has your organization filed any lawsuits or claims with regard to construction

   4c. List any and all other construction projects in which you are the prime

   4d. List the year your organization was established.

5. Is your company, or any member of the company barred from doing work for local, state, or federal government?

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

PRE-QUALIFICATION APPLICATION
BALDWIN COUNTY COMMISSION
"CONSTRUCTION OF A NEW BALDWIN COUNTY ANIMAL SHELTER INTAKE BUILDING LOCATED IN SUMMERDALE, ALABAMA"

7. Attach a letter from your surety company **(surety letter must be dated within the last 30 days from the due date of Application)** stating your organization's bonding capacity.

8. The Baldwin County Commission will accept an **audited, reviewed, or compiled** financial statement for the most recent fiscal year, completed in accordance with US Generally Accepted Accounting Principles (US GAAP), prepared by a Certified Public Accountant. Corresponding Financial Statement must be attached to application.

9. Include any other pertinent documentation to substantiate competence and financial responsibility.

PRE-QUALIFICATION APPLICATION
BALDWIN COUNTY COMMISSION
"CONSTRUCTION OF A NEW BALDWIN COUNTY ANIMAL SHELTER INTAKE BUILDING LOCATED IN SUMMERDALE, ALABAMA"

PRE-QUALIFICATION QUESTIONNAIRE
Question 4 Attachment

Project Name:

Owner Name: _____

Address: _____
_____

Contact: _____

Phone Number: _____

Engineer Name: _____

Address: _____
_____

Contact: _____

Phone Number: _____

Contract Bid Amount: $_____

Final Contract Amount: $_____

Contract Time _____days

Time actually used: _____days

Completion date: _____

% of work performed by own forces: _____%

Description of work performed:

Baldwin County Commission

Agenda Action Form

File #: 20-1541, **Version:** 1 **Item #:** BE5

Meeting Type: BCC Regular Meeting
Meeting Date: 9/15/2020
Item Status: New
From: Wanda Gautney, Purchasing Director; Junius Long, Building Facilities Coordinator; Wayne Dyess, County Administrator; Harry D'Olive, Judge of Probate; Teddy Faust, Revenue Commissioner
Submitted by: Loren Lucas, Assistant Purchasing Director

ITEM TITLE
Rental of Six (6) Copy Machines for Various Departments for the Baldwin County Commission

STAFF RECOMMENDATION
Approve and authorize the Chairman to execute the rental agreements with **Sharp Electronics Corporation** for the rental of six (6) new copy machines off the State of Alabama bid for thirty-six (36) months effective the date of execution as follows:

Location: Baldwin County Parks Department - Silverhill, AL
Model: MX-B350W
Price: $28.50/month
Excess Charge/copy: $0.0092/BW

Location: Baldwin County Building Maintenance Department - Bay Minette, AL
Model: MX-B350W
Price: $32.95/month
Excess Charge/copy: $0.0092/BW

Location: Baldwin County Animal Shelter - Summerdale, AL
Model: MX-5071
Price: $197.00/month
Excess Charge/copy: $0.0054/BW, $0.0400/Color

Location: Baldwin County Judge of Probate - Fairhope, AL
Model: MX-B376W
Price: $42.96/month
Excess Charge/copy: $0.0092/BW

Location: Baldwin County Judge of Probate - Foley, AL
Model: MX-B376W
Price: $43.79/month

Excess Charge/copy: $0.0092/BW

Location: Baldwin County Revenue Commission - Robertsdale, AL
Model: MX-3071
Price: $116.26/month
Excess Charge/copy: $0.0079/BW, $0.0450 Color

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The current copy machine rental agreements for the various Departments have ended. The old machines will be replaced with new copiers which will be leased off the State of Alabama Contract. The current machines are being leased for a total amount of $447.60 per month. Sharp Electronics Corporation has submitted the rental agreements for the six (6) new copy machines for a total of $461.46 per month. The rental agreements are for thirty-six (36) months and will include all supplies, toner and developer.

FINANCIAL IMPACT

Total cost of recommendation: $461.46 per month

Budget line item(s) to be used: 55410.5223; 51300.5223; 51600.5223; 51995.5223; 57200P.5223

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

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?
State of Alabama Contract Rental Agreement

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 09/15/2020

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

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

Additional instructions/notes: N/A

Order # B309

Sharp Electronics Corporation

Order Address: One Sharp Plaza Box Q, Mahwah, NJ 07495

Remit Address: Dept CH 14272, Palatine, IL 60055-4272

STATE CONTRACT RENTAL AGREEMENT

BILL TO:	SHIP TO:
Baldwin County Commission	Parks Department
312 Courthouse Square Suite 11	
Bay Minette, AL 36507	22220-A West Blvd
	Silver Hill, AL 36576
TELEPHONE # (251) 580-1911	TELEPHONE # 251-990-4650
Contact: Sherry Smith	Contact: Madison Steele
DATE	BEGINNING METER READ

TERM: 3 YR. Agreement under the provisions of State of Alabama Contract # 140603-AL-06

RATE: Monthly Base Charge: $28.50 Copies Included N/A Excess Charge Per Copy $ $.0092 B/W

3 Yr Equip. Total $1,026.00

Note: Per the terms and conditions of the AL contract, the applicable local usage tax has been added to the monthly payment

MFG	MODEL	SERIAL #	LOCATION	METER
SHARP	MX-B350W			
	MX-D522N			
		REPLACING S/N 65079486		

SUPPLIES

Contract includes all supplies, toner, and developer. Excludes paper and staples. It is expressly agreed upon by both parties that only authorized supplies provided by Sharp Electronics Corporation C/O Copy Products Company will be used. Toner consumption shall be within 10% of manufacturer estimated yieldage. Toner consumption exceeding 10% of the manufacturer recommended yields will be billed at 90% of the current suggested list price.

SERVICE

Contract includes all parts, labor, travel, photo-conductor (drums), and repair loaners (if necessary). Excludes damage due to negligence or misuse. Sharp Electronics Corporation C/O Copy Products Company and the LESSEE will at their option, replace said equipment if necessary during the term of contract to maintain customer satisfaction.

TERMS AND CONDITIONS

All terms and conditions apply in accordance with the State of Alabama copier contract.

LESSEE _____ TITLE _____ DATE _____

LESSOR M Wrobleski TITLE Senior Government Account Manager DATE 8/31/2020

Order # B310

Sharp Electronics Corporation

Order Address: One Sharp Plaza Box Q, Mahwah, NJ 07495

Remit Address: Dept CH 14272, Palatine, IL 60055-4272

STATE CONTRACT RENTAL AGREEMENT

BILL TO:	SHIP TO:
Baldwin County Commission	Baldwin County Building Maintenance Dept
312 Courthouse Square Suite 11	
Bay Minette, AL 36507	107 South Street
	Bay Minette, AL 36507
TELEPHONE # 251-580-1911	TELEPHONE # 251-580-2531
Contact: Sherry Smith	Contact: Junius Long
DATE	BEGINNING METER READ

TERM: 3 YR. Agreement under the provisions of State of Alabama Contract # 140603-AL-06

RATE: Monthly
Base Charge: $32.95 Copies Included N/A Excess Charge Per Copy $ $.0092 B/W

3 Yr Equip. Total $1,186.20

Note: Per the terms and conditions of the AL contract, the applicable local usage tax has been added to the monthly payment

MFG	MODEL	SERIAL #	LOCATION	METER
SHARP	MX-B350W			
	MX-D522N			
	MX-CS14N			
		REPLACING S/N 65079436		

SUPPLIES

Contract includes all supplies, toner, and developer. Excludes paper and staples. It is expressly agreed upon by both parties that only authorized supplies provided by Sharp Electronics Corporation C/O Copy Products Company will be used. Toner consumption shall be within 10% of manufacturer estimated yieldage. Toner consumption exceeding 10% of the manufacturer recommended yields will be billed at 90% of the current suggested list price.

SERVICE

Contract includes all parts, labor, travel, photo-conductor (drums), and repair loaners (if necessary). Excludes damage due to negligence or misuse. Sharp Electronics Corporation C/O Copy Products Company and the LESSEE will at their option, replace said equipment if necessary during the term of contract to maintain customer satisfaction.

TERMS AND CONDITIONS

All terms and conditions apply in accordance with the State of Alabama copier contract.

LESSEE _____ TITLE _____ DATE _____

LESSOR M Wrakley TITLE Senior Government Account Manager DATE 8/31/2020

Order # B312

Sharp Electronics Corporation

Order Address: One Sharp Plaza Box Q, Mahwah, NJ 07495

Remit Address: Dept CH 14272, Palatine, IL 60055-4272

STATE CONTRACT RENTAL AGREEMENT

BILL TO:	SHIP TO:
Baldwin County Commission	Baldwin County Animal Shelter
312 Courthouse Square Suite 11	15050 County Road 49
Bay Minette, AL 36507	Summerdale, AL 36580
TELEPHONE # 251-580-1911	TELEPHONE # (251) 972-6834
Contact: Sherry Smith	Contact: Kim Peacock
DATE:	BEGINNING METER READ

TERM: 3 YR. Agreement under the provisions of State of Alabama
Contract # 140603-AL-06

RATE: Monthly Base Charge: $197.00 Copies Included N/A Excess Charge Per Copy $ BW $.0054 CLR $.0400

3 Yr Equip. Total $7,092.00

Note: Per the terms and conditions of the AL contract, the applicable local usage tax has been added to the monthly payment

MFG	MODEL	SERIAL #	LOCATION	METER
SHARP	MX-5071			
	MX-FN28			
	MX-RB25N			
	MX-DE25N			
		REPLACES S/N 75007786		

SUPPLIES

Contract includes all supplies, toner, and developer. Excludes paper and staples. It is expressly agreed upon by both parties that only authorized supplies provided by Sharp Electronics Corporation C/O Copy Products Company will be used. Toner consumption shall be within 10% of manufacturer estimated yieldage. Toner consumption exceeding 10% of the manufacturer recommended yields will be billed at 90% of the current suggested list price.

SERVICE

Contract includes all parts, labor, travel, photo-conductor (drums), and repair loaners (if necessary). Excludes damage due to negligence or misuse. Sharp Electronics Corporation C/O Copy Products Company and the LESSEE will at their option, replace said equipment if necessary during the term of contract to maintain customer satisfaction.

TERMS AND CONDITIONS

All terms and conditions apply in accordance with the State of Alabama copier contract.

LESSEE _____ TITLE _____ DATE _____

LESSOR M Wrowley TITLE Senior Government Account Manager DATE 8/31/2020

Order # B313

Sharp Electronics Corporation

Order Address: One Sharp Plaza Box Q, Mahwah, NJ 07495

Remit Address: Dept CH 14272, Palatine, IL 60055-4272

STATE CONTRACT RENTAL AGREEMENT

BILL TO:	SHIP TO:
Baldwin County Commission	Fairhope Probate
312 Courthouse Square Suite 11	1100 Fairhope Ave
Bay Minette, AL 36507	FAIRHOPE, AL 36532
TELEPHONE # 251-580-1911	TELEPHONE # (251) 990-4645
Contact: Sherry Smith	Contact: Amy Williams
DATE	BEGINNING METER READ

TERM: 3 YR. Agreement under the provisions of State of Alabama
Contract # 140603-AL-06

RATE: Monthly
Base Charge: $42.96 Copies Included N/A Excess Charge Per Copy $ $.0092 B/W

3 Yr Equip. Total $1,546.56

Note: Per the terms and conditions of the AL contract, the applicable local usage tax has been added to the monthly payment

MFG	MODEL	SERIAL #	LOCATION	METER
SHARP	MX-B376W			
	MX-D522N			
		REPLACES S/N #65010417		

SUPPLIES

Contract includes all supplies, toner, and developer. Excludes paper and staples. It is expressly agreed upon by both parties that only authorized supplies provided by Sharp Electronics Corporation C/O Copy Products Company will be used. Toner consumption shall be within 10% of manufacturer estimated yieldage. Toner consumption exceeding 10% of the manufacturer recommended yields will be billed at 90% of the current suggested list price.

SERVICE

Contract includes all parts, labor, travel, photo-conductor (drums), and repair loaners (if necessary). Excludes damage due to negligence or misuse. Sharp Electronics Corporation C/O Copy Products Company and the LESSEE will at their option, replace said equipment if necessary during the term of contract to maintain customer satisfaction.

TERMS AND CONDITIONS

All terms and conditions apply in accordance with the State of Alabama copier contract.

LESSEE _____ TITLE _____ DATE _____

LESSOR V. Wrowley TITLE Senior Government Account Manager DATE 8/31/2020

Order # B314

Sharp Electronics Corporation

Order Address: One Sharp Plaza Box Q, Mahwah, NJ 07495

Remit Address: Dept CH 14272, Palatine, IL 60055-4272

STATE CONTRACT RENTAL AGREEMENT

BILL TO:	SHIP TO:
Baldwin County Commission	Foley Probate
312 Courthouse Square Suite 11	201 East Section Ave.
Bay Minette, AL 36507	Foley, AL 36535
TELEPHONE # 251-580-1911	TELEPHONE # (251) 972-6845
Contact: Sherry Smith	Contact: Renee Hawsey
DATE	BEGINNING METER READ

TERM: 3 YR. Agreement under the provisions of State of Alabama Contract # 140603-AL-06

RATE: Monthly Base Charge: $43.79 Copies Included N/A Excess Charge Per Copy $ .0092 B/W

3 Yr Equip. Total $1,576.44

Note: Per the terms and conditions of the AL contract, the applicable local usage tax has been added to the monthly payment

MFG	MODEL	SERIAL #	LOCATION	METER
SHARP	MX-B376W			
	MX-D522W			
		REPLACES S/N #65010357		

SUPPLIES

Contract includes all supplies, toner, and developer. Excludes paper and staples. It is expressly agreed upon by both parties that only authorized supplies provided by Sharp Electronics Corporation C/O Copy Products Company will be used. Toner consumption shall be within 10% of manufacturer estimated yieldage. Toner consumption exceeding 10% of the manufacturer recommended yields will be billed at 90% of the current suggested list price.

SERVICE

Contract includes all parts, labor, travel, photo-conductor (drums), and repair loaners (if necessary). Excludes damage due to negligence or misuse. Sharp Electronics Corporation C/O Copy Products Company and the LESSEE will at their option, replace said equipment if necessary during the term of contract to maintain customer satisfaction.

TERMS AND CONDITIONS

All terms and conditions apply in accordance with the State of Alabama copier contract.

LESSEE _____ TITLE _____ DATE _____

LESSOR _____ TITLE Senior Government Account Manager DATE 8/31/2020

Order # B311

Sharp Electronics Corporation

Order Address: One Sharp Plaza Box Q, Mahwah, NJ 07495

Remit Address: Dept CH 14272, Palatine, IL 60055-4272

STATE CONTRACT RENTAL AGREEMENT

BILL TO:	SHIP TO:
Baldwin County Commission	Baldwin County Revenue Commission
312 Courthouse Square Suite 11	Appraisal Office
Bay Minette, AL 36507	22251 Palmer Street
	Robertsdale, AL 36567
TELEPHONE # 251-580-1911	TELEPHONE # (251) 580-1822
Contact: Sherry Smith	Contact: Kay McDill
DATE	BEGINNING METER READ

TERM: 3 YR. Agreement under the provisions of State of Alabama
Contract # 140603-AL-06

RATE: Monthly
Base Charge: $116.26 Copies Included N/A Excess Charge Per Copy $ BW $.0079 CLR $.0450

3 Yr Equip. Total $4,185.36

Note: Per the terms and conditions of the AL contract, the applicable local usage tax has been added to the monthly payment

MFG	MODEL	SERIAL #	LOCATION	METER
SHARP	MX-3071			
	MX-DE25N			
	MX-TU16			
		REPLACES S/N 75029176		

SUPPLIES

Contract includes all supplies, toner, and developer. Excludes paper and staples. It is expressly agreed upon by both parties that only authorized supplies provided by Sharp Electronics Corporation C/O Copy Products Company will be used. Toner consumption shall be within 10% of manufacturer estimated yieldage. Toner consumption exceeding 10% of the manufacturer recommended yields will be billed at 90% of the current suggested list price.

SERVICE

Contract includes all parts, labor, travel, photo-conductor (drums), and repair loaners (if necessary). Excludes damage due to negligence or misuse. Sharp Electronics Corporation C/O Copy Products Company and the LESSEE will at their option, replace said equipment if necessary during the term of contract to maintain customer satisfaction.

TERMS AND CONDITIONS

All terms and conditions apply in accordance with the State of Alabama copier contract.

LESSEE _____ TITLE _____ DATE _____

LESSOR M Wrenday TITLE Senior Government Account Manager DATE 8/31/2020

Baldwin County Commission

Agenda Action Form

File #: 20-1513, **Version:** 1 **Item #:** BE6

Meeting Type: BCC Regular Meeting
Meeting Date: 9/15/2020
Item Status: New
From: Wanda Gautney, Purchasing Director; Ron Ballard, Juvenile Detention Center Director; Brian Peacock, Communications Information Systems Director
Submitted by: Loren Lucas, Assistant Purchasing Director

ITEM TITLE
Request for Proposals (RFP) for the Purchase and Implementation of a Juvenile Justice Information System Software Solution for the Baldwin County Juvenile Detention Center

STAFF RECOMMENDATION
Approve the attached Request for Proposals (RFP) for the purchase and implementation of a Juvenile Justice Information System Solution for the Baldwin County Juvenile Detention Center and authorize the Purchasing Director to advertise the RFP.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Baldwin County Juvenile Detention Center has requested that a Request for Proposals be advertised for a Juvenile Justice Information System software solution that includes software, implementation and support services as defined in the Request for Proposals (RFP).

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 09/15/2020

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

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

Additional instructions/notes: N/A

REQUEST FOR PROPOSALS (RFPs)
Implementation of Baldwin County
Juvenile Justice Information System Software Solution

The Baldwin County Commission is seeking proposals from qualified vendors to provide a Juvenile Justice Information System (JJIS) software solution for the Baldwin County Juvenile Detention Center (JDC). The selected provider will be responsible for the delivery of a Juvenile Justice Information System (JJIS) solution inclusive of all software, implementation, integration, configuration, data conversion, training, maintenance, and support services as defined in this Request for Proposals (RFP). It is the intent of the Baldwin County Juvenile Detention Center to award the work defined in this RFP to one provider.

Submission Procedures, Requirements

One (1) original and three (3) copies of the proposal must be received by the County prior to **2:00 P.M., (Central Standard Time) on Wednesday, October 21, 2020.** 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 Friday, October 9, 2020.**

Prime Vendor Responsibilities

Vendor will assume responsibility for delivery of services and application performance, regardless whether or not the Vendor subcontracts any of these items and services. The Vendor will be the sole point of contact regarding contractual matters, including performance of services and the payment of any and all charges resulting from contract obligations. Vendor will be totally responsible for all obligations outlined under this RFP.

Hold Harmless Provision

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

Service Provider Qualifications

All bidders, to the best of their knowledge and belief, must be in, and remain in compliance with all applicable Federal, Alabama State, County and municipal laws, regulations, resolutions and ordinances. In particular and without limitation, all bidders must be licensed and permitted in accordance with The Code of Alabama Title 10, concerning corporations doing business within Alabama, Title 34, dealing with licensing for businesses, Title 40, concerning licenses and taxation, unless otherwise exempt. All bidders should be prepared to timely submit to the County non-confidential evidence or documentation demonstrating that the fact they are presently licensed and permitted under Alabama law. Such non-confidential evidence or documentation is encouraged to be submitted with the Bid Package.

All vendors, contractors and grantee are required to comply with the Alabama Immigration Law under Sections 31-13-9 (a) and (b) of the Code of Alabama. Forms and documents will be included with award documents. Information and forms can be found on the Baldwin County Commission's Purchasing website under E-Verify at www.baldwincountyal.gov

All vendors must provide proof of proper certification of authority, and any required registration, to transact business in this State, in order to perform work for the Baldwin County Commission. Bidder's Registration Number shall be provided on the Bid Response Form. The phone number for the Alabama Secretary of State is (334) 242-5324, Corporate Division.

Contractors and Subcontractors and Insurance

The Contractor shall not commence work under this contract until all the required insurance has been obtained. Such insurance has not been approved by the County, nor shall the Contractor allow any Subcontractor to commence work on his subcontract until the insurance required of the Subcontractor has been so obtained and approved.

Compensation Insurance

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

Contractor's Public Liability and Property Damage Insurance

The Contractor shall procure and shall maintain during the life of this contract a Comprehensive Liability Policy providing bodily injury and property damage coverage on an occurrence basis including damages arising from blasting explosion or collapse, mechanical equipment digging in streets or highways, and including completed operations, independent contractors and contractual

general liability. Insurance shall be contractual general liability $500,000.00 per occurrence bodily injury and property damage; $5,000 per person medical payments or medical expense; $500,000.00 per occurrence bodily injury and property damage; $5,000 per person medical payments or medical expense; $500,000.00 personal and advertising injury; $50,000.00 fire damage (any one firm); $1,000,000.00. The Baldwin County Commission, its' Departments and its employees shall be named as additional insured.

JUVENILE JUSTICE INFORMATION SYSTEM SOFTWARE

The Baldwin County Juvenile Detention Center (JDC) issues this Request for Proposal (RFP) for a Juvenile Justice Information System (JJIS) software solution to address the needs of juvenile detention center. The selected Proposer will be responsible for delivery of a JJIS solution inclusive of all software licensing, implementation, integration, configuration, data conversion, training, maintenance, and support services.

Proprietary Information

A. Submission documents pertaining to this Bid Solicitation become the property of the County and are subject to the Alabama Freedom of Information Act (FOIA).
B. In accordance with FOIA and to promote maximum competition in the County competitive bidding process, the County may maintain the confidentiality of certain types of information described in FOIA. Such information may include trade secrets defined by FOIA and other information exempted from the Public Records Act pursuant to FOIA.
C. Contractor may designate appropriate portions of its response as confidential, consistent with and to the extent permitted under the Statutes and Rules set forth above, by submitting a redacted copy of the response.
D. By so redacting any information contained in the response, the Contractor warrants that it has formed a good faith opinion having received such necessary or proper review by counsel and other knowledgeable advisors that the portions redacted meet the requirements of the Rules and Statutes set forth above.
E. Under no circumstances will pricing information be designated as confidential.
F. One (1) complete copy of the submission documents from which any proprietary information has been redacted should be submitted on a flash drive in the Technical Proposal Packet. A CD is also acceptable. Do not submit documents via e-mail or fax.
G. Except for the redacted information, the redacted copy must be identical to the original hard copy, reflecting the same pagination as the original and showing the space from which information was redacted.
H. The Contractor is responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.
I. The redacted copy shall be open to public inspection under the Alabama Freedom of Information Act (FOIA) without further notice to the Contractor.
J. If a redacted copy of the submission documents is not provided with Contractor's response packet, a copy of the non-redacted documents, with the exception of financial

data (other than pricing), will be released in response to any request made under the Alabama Freedom of Information Act (FOIA).

K. If the County deems redacted information to be subject to FOIA, the Contractor will be notified of the County's determination prior to release of the documents.

L. The County has no liability to a Contractor with respect to the disclosure of Contractor's confidential information ordered by a court of competent jurisdiction pursuant to FOIA or other applicable law.

Cost Model/Pricing

The County is interested in a single, fixed-price enterprise for operation of the proposed system anywhere The Baldwin County Juvenile Detention Center operates.

Cost proposals must include all licenses and fixed support/maintenance costs to cover the first year of development and "go live", plus two (2) additional years of optional renewals. The support/maintenance costs shall begin at the end of the first year following expiration of the warranty period.

Proposer's proposal submission and associated pricing shall include software license(s) to accommodate the estimated number of Users as listed below based on the latest production version. The County prefers not to purchase separate licenses for third-party applications which are embedded into the solution. All licenses that may be required by the solution for third-party software are to be included with the proposed solution and maintained throughout the term of the resultant contract. Licensing must include all licenses required to operate and maintain the test, development/staging, and training environments. All costs are to be included within the proposal response.

If the proposed solution shall include third-party software licenses not embedded into the solution in order to meet the technical and functional specifications of this solicitation, the County reserves the right to leverage software license agreements that may be in place between any proposed third-party software copyright holder. This entitles all parties included as "Users" for this solicitation with the advantage of reducing software acquisition or maintenance costs. ("Users" includes other entities in addition to the County.)

The proposed solution is not required to use a "Per User" license model; however, the proposed solution must accommodate, at a minimum, the hypothetical number of Users listed below. The County prefers an Enterprise License model that does not vary with user counts.

- Required Baldwin County Juvenile Detention licenses: Calculate for an estimated four (4) system users.
- Calculate for an estimated Four (4) concurrent users, if Proposer's licensing model is a concurrent user model.
- There shall be no cost and no limit to the number of inquiry-only users.
- There shall be no cost and no limit to the number of web portal users.

The number of licenses referenced above is hypothetical based on the current environment and subject to change as the proposed solution is deployed. The selected Proposer must agree to

adjust the final license price according to the actual number of users deployed prior to final acceptance by the County.

Minimum Qualifications

Vendor must meet the following requirements:

A. The Vendor must have experience with three (3) engagements similar in size, complexity, and scope to this procurement within the last five (5) years. Implementation and maintenance of juvenile justice systems must be the primary focus of each engagement used to meet this requirement. For each referenced project, the Vendor shall provide:

- A description of the work performed;
- The time period of the project or contract;
- The staff months required;
- Project amount; and
- Current contact information for contract managers who can verify experience,

  including without limitation:

  i. Current phone number;

  ii. Mailing address;

  iii. Email address;

  iv. Title and organization; and

  v. Printed name.

Scope of Work

The following section, in addition to the attached Functional and Non-Functional Requirements, shall be considered the complete scope of work for this RFP. The scope of work includes, without limitation, the functional requirements, non-functional requirements, and implementation services to be addressed in the Vendor's proposal.

Functional Requirements

Contractor's proposal should include detailed description of how Contractor proposes to meet, not meet, or provide alternative functionality to satisfy ALL the functional requirements listed in attachment for the following:

A. Admissions
B. Placement
C. Records Management
D. Assessments
E. Coordination of Treatment Team & Treatment Plan Development

F. Incident Management
G. Case Management
H. Discharge/Release to Community
I. Federal Program Management
J. Legal and Compliance
K. Billing
L. Contract Monitoring & Quality Assurance
M. Nutrition
N. Reporting
O. Non-Custody Cases (NTC)
P. After-Care
Q. Schedule Management

Proposals that fail to meet all requirements marked with an "x" as mandatory will be disqualified without further review.

Non-Functional Requirements

Contractor's proposal should include detailed description of how Contractor proposes to meet, not meet or provide alternative functionality to satisfy ALL of the non-functional requirements listed in attachment for the following:

A. General
B. Legal & Compliance
C. Security
D. Data Integrity
E. Data Interfaces & Exchange
F. Data Conversion
G. Portal
H. Operations & Maintenance

Proposals that fail to meet all requirements marked with an "x" as mandatory will be disqualified without further review.

Implementation Services

The Vendor must address in their proposal the following implementation services:

A. Minimum Maintenance Support Services Requirements
    1. The Maintenance Support Agreement shall take effect after the one-year Warranty period, commencing on the 1st day of the 13th month after the date of the Certificate of Acceptance or "Go Live".
    2. During the term(s) of the Maintenance Agreement, Licensor agrees to provide the County with software maintenance services and technical support covering, at a minimum, the requirements set forth below:
        a) All software must be of the most recent release and all software upgrades issued by the Licensor must be available to the County at no

additional charge. The software maintenance plan shall include the option of installation of new releases by the selected Proposer.

b) Corrections of substantial defects in the Software ("Solution") so that the solution will operate according to specifications to be resolved as Severity Level 1.

c) Periodic updates of the solution may incorporate:

i. Corrections of any substantial defects;

ii. Fixes of any minor bugs; and

iii. Fixes due to any conflicts with mandatory operating solution security patches, to be resolved as Severity Level 1.

d) Licensor enhancements made to any solution components that JDC has licensed. Updates to the solution must be provided as determined by legally mandated requests, such as amendments to State or local laws.

e) Maintenance of other non-production County environments, such as test, development, and staging, shall be included as part of the support provided.

f) Remote Server Access to any County server providing the application services will require prior approval from the JDC information technology support staff.

B. Solution Implementation Plan and Testing

1. Prospective Contractors must submit a plan for the design, configuration, testing, and delivery of the solution (the "Implementation Plan"). The Implementation Plan must follow the Project Management Institute (PMI) methodology. DYS and the Contractor shall agree on a final Implementation Plan no later than thirty (30) calendar days after Contract Award. Prospective Contractors shall include implementation costs for the case management system in the Official Bid Price Sheet.
2. Implementation costs shall be all-inclusive and include all activities necessary to fully implement the system, which includes "Go Live."
3. The Implementation Plan shall adhere to the following requirements:
    a) The Implementation Plan shall include initial system configuration and creation of maintenance files required to support the System.
    b) The Implementation Plan shall include any requirements gathering or workflow mapping.
    c) The Implementation Plan shall include proposed staffing to provide adequate onsite user support for users during Implementation and for thirty (30) days after the system (or the last component of the system) goes live.

d) The Implementation Plan shall reflect a rapid time to value implementation approach to accommodate a condensed implementation timeframe.
e) The Implementation Plan shall address all forms of system testing, which shall include at a minimum:
    i. Providing support to County resources for the development of test cases.
    ii. The process by which the Contractor obtains County sign-off for each module or component of the solution upon the successful completion of each test.
    iii. A plan to address and fix all severity level 1 and 2 deficiencies identified through testing must be submitted within fifteen (15) business days of its identification. This plan includes but is not limited to the development of a Plan of Correction (POC) for each defect or deficiency. The POC shall identify in detail the remedial action to be taken by the Contractor, along with the date(s) when each remedial action is to be implemented. Each POC shall be subject to the review and approval by the Contract Monitor.
    iv. All critical defects (Severity Level 1 & 2) must be resolved prior to Go Live.
    v. A phase of County User Acceptance Testing (UAT) prior to "Go Live", whereby the County can confirm that the solution adheres to all Contractual requirements. In the event that the solution does not conform with Contract requirements, the County may:
        a) Upon mutual agreement, perform additional user acceptance tests until the system(s) have operated within the specifications as stated in the Contract for thirty (30) consecutive days;
        b) Accept minor deviations from the specifications; or
        c) Terminate the Contract in its entirety

f) During the implementation and testing phases, the Contractor shall provide written status reports at the end of each work week to the Contract Monitor in a format approved by JDC. The status reports shall include:
    i. An executive summary of work performed during the past week;
    ii. Work planned for the upcoming week;
    iii. Issues that require management attention;
    iv. Deliverable status;
    v. Defect matrices; and
    vi. Risks.

C. Transition Planning

1. Ninety (90) days prior to the contract end date, the Contractor shall submit to JDC a detailed plan for transitioning all contracted services to DHS or to another contractor selected by JDC to provide the contracted services.
2. The transition plan shall include provisions for the delivery of all proprietary data collected and/or created during the life of the contract to JDC thirty (30) days prior to the contract end date. All proprietary data collected and/or created during the final thirty (30) days of the contract, or any proprietary data not captured in the initial delivery, shall be delivered to JDC no more than fifteen (15) days following the contract end date.

D. Ongoing User Support

Prospective Contractors shall submit a plan for the User Support Plan. All ongoing user support costs shall be included in licensing fees included in the Official Bid Price Sheet.

1. The Contractor shall provide ongoing user support via telephone and email beginning at the time of Go Live and continuing for the life of the contract.
2. The Contractor shall:
    a) Provide Emergency Support to designated County personnel via telephone and email twenty-four (24) hours a day, seven (7) days a week. Emergency Support shall include, but not be limited to, an event such as Complete System Failure.
    b) Provide Standard Support to designated County personnel via telephone and email, at minimum, Monday-Friday, 8am-5pm CST, excluding County Holidays.
    c) Provide English-speaking Telephone Support Staff.
    d) Provide resolution of High Priority Issues within four (4) hours.
    e) Provide resolution of Medium Priority Issues within twenty-four (24) hours.
    f) Provide resolution of Low Priority Issues within three (3) calendar days.
3. The Contractor and JDC shall mutually agree to the parameters for Emergency, High, Medium, and Low Priority Issues within thirty (30) days of Contract Award.

E. Communication and Issue Resolution Plan

1. Contractor's proposal must include a proposed Communication and Issue Resolution Plan. The County and Contractor shall mutually agree to the final plan within thirty (30) days of Contract Award.

2. The Contractor shall provide a Communication and Issue Resolution Plan that describes how the Contractor will work with JDC and other stakeholders to facilitate communication and coordination throughout the life of the contract. At a minimum, the Contractor shall include:

a. Acknowledgement that the Contract Monitor shall maintain the right to review and approve any written communications or notice to JDC employees and/or users of the system.
b. Proposal for how the Contractor will notify the Contract Monitor and designated JDC representatives of all planned or scheduled written communications or notices to JDC employees and/or users of the system before such communications are issued.
c. Proposal to initiate a recurring update meeting, including recommended attendees and the frequency of which these update meetings will take place. Meetings may be held on site, via conference call, or via the web.
d. Proposal for periodic written updates that will serve to supplement the update meetings.
e. Proposal for which Contractor team members will serve as key points of contact for, at a minimum, the following functions:
    i. JJIS Technical Issues
    ii. Contract Updates / Changes

3. The above-referenced key points of contact are individuals whom the Contract Monitor shall contact when an issue arises.

4. The Contractor shall explain in the Communication and Issue Resolution Plan how the Contractor will identify, track, and resolve issues which may arise between the Contractor and JDC in the performance of duties under the Contract. JDC shall have the right to approve the Communication and Issue Resolution Plan prior to implementation. The Contractor shall include, at minimum:
    a. Any trouble-shooting tools and techniques that will diagnose issues with networks, services, equipment, software, and data.
    b. The approach and metrics used to measure the success of its issue resolution.

F. <u>Training and Organizational Change Management</u>

1. The Contractor shall train DYS staff in accordance with the direction in this section. Prospective Contractors should submit a Training Plan and provide the requested narrative descriptions of their training approach. The Contractor and DYS shall mutually agree to the Training Plan within thirty (30) days of Contract Award. Prospective Contractors shall include costs for training activities as required in the RFP in the Official Bid Price Sheet.

a) Contractor shall develop curriculum and take-away materials for each user type. The Contractor shall include printed and electronic reference materials which the County resources shall be able to continue to access after training is concluded.

b) As part of Bidder's response to this RFP, Bidder shall propose a training plan which may include a combination of the following components without limitation.
    i. In-Person Trainings;
    ii. On-Site Coaching;
    iii. Web-Based Training;
    iv. User Manual;
    v. Frequently Asked Questions (FAQ) List;
    vi. Helpline phone numbers and how to submit an electronic help request; and
    vii. Website URLs or location information for all other online and printed resources.
c) In the event that the Contractor makes any material alterations to the solution, the Contractor shall be required to update the training materials accordingly and may be required to perform a mutually agreeable amount of classroom training at JDC facilities. The County and the Contractor shall mutually agree on what constitutes a "material alteration." If such training requires an additional cost to the County, it must be at the "additional training" cost provided in the Official Bid Price Sheet.

2. Organizational Change Management
Transitioning to a new juvenile justice information system will constitute a significant shift for many of the workforce at JDC. Accordingly, there will be a human dimension to implementation to ensure enterprise-wide buy-in. Prospective Contractors should explain how it will support this Organizational Change Management effort and empower JDC to motivate its employees and partners to embrace the solution.

G. Staffing and Key Personnel
1. The Prospective Contractor must include an organizational chart showing all proposed staffing to perform the services specified in the scope of work and to meet the following minimum staffing requirements, without limitation. Bidder may propose additional positions and/or education requirements, provided that they meet or exceed the specifications listed below.
2. The Prospective Contractors should also provide sample proposed staffing candidates and their experience. It is preferable that the Prospective Contractors provide the actual Staffing Plan and staffing candidates that would be proposed if Prospective Contractor is selected for Contract Award. Proposed Staffing Plan and Candidates submitted upon Contract Award must be substantially similar to the sample plan submitted. Both the Sample and Final Proposed Staffing Plans must meet all requirements set forth in this section of the RFP. The staffing plan shall be finalized with the mutual agreement of the County within thirty (30) days of Contract Award.
3. The proposed Staffing Plan must adhere to the following requirements:

a. The Contractor shall include, in the Staffing Plan, a primary person (Project Manager or Project Lead) as point of contact for the implementation phase of the solution. This person shall:
    i. Have three (3) years of experience working the development and implementation of a case management system project of similar size and scope to the project described in this RFP and three (3) years of implementation experience in a multi-resource, multipersonnel, and treatment team project that involves software and hardware. These experience requirements may overlap.
    ii. Project Manager or Project Lead will be onsite seventy-five percent (75%) of the time throughout the implementation.
    iii. Serve as the primary point of contact for the Contractor and liaison with JDC Communications Information Systems (CIS) department.
    iv. Manage and coordinate with JDC-designated implementation staff in accordance with the requirements of this RFP.
    v. Obtain approval from the Contract Monitor for required deliverables.
    vi. Oversee all Contractor project activities including project planning, organization, controlling, tracking, reporting, risk identification, risk management, and financial management.
    vii. Monitor and coordinate all project resources.
    viii. Attend all status meetings.
    ix. Collect project information and metrics necessary to provide reports to the Contract Monitor.
    x. Provide the Contract Monitor with weekly and monthly project status and financial reports.
    xi. Assist in resolving and communicating questions and issues to the Contract Monitor or their designee.
    xii. Assist with scheduling, coordinating, and overall communication with internal and external entities.
    xiii. Coordinate the research of issues and questions related to implementation activities.
b. The Contractor shall include in the Staffing Plan individuals with sufficient technical expertise and experience to accomplish the Implementation Plan. This technical team shall:
c. The Contractor shall include in the Staffing Plan an individual who will serve as the primary point of contact between the County and the Contractor after the Implementation Plan is complete and the solution is fully operational.
d. The County shall have the right to approve or reject proposed staff members prior to the finalization of the plan after Contract Award if the proposed candidates do not meet the minimum requirements set forth in the RFP.
e. The Contractor shall identify in the Staffing Plan key personnel, including but not limited to the individual charged with managing the Implementation, a key technical person, and the Project Lead and on-site programmer.

f. The Contractor shall include, in the Staffing Plan, a provision to address the vacancies of the Project Lead or other key personnel. In the event of the vacancy of a key person, the Contractor shall provide replacement candidates to the County for the County's review within fifteen (15) days of the Contractor learning of the vacancy. The County shall have the right to approve or reject proposed replacements if they do not meet the minimum requirements set forth in the RFP.
g. The Contractor shall train all their staff members (including Subcontractors) performing services under any resultant Contract from this RFP. The training must include HIPAA privacy and security standards in accordance with any Federal guidance.

Tab 1: Juvenile Justice Information System (JJIS) Requirements

Directions: The table below provides the functional and technical requirements for the solution. Bidders must indicate with an 'X" in columns A, B, or C whether their solution supports the following requirements.
A = Currently Available in the Solution
B = Available via Contractor Modification or Development
C = Not Available in the Solution (neither A nor B). If C is selected, in the comments please propose an alternative (that meets the needs of the State) or an explanation of why it is acceptable to forego this requirement. **A Prospective Contractor may not select C for a Mandatory Requirement.**

Mandatory Requirements are noted by an "x" in the Mandatory Requirement column. A failure to satisfy a Mandatory Requirement shall result in the disqualification of a proposal.

Functional Requirements – Juvenile Justice Information System

No.	Function	Mandatory Requirement?	Availability				Notes
			A	B	C	Comments	
	Admissions						
1.1	The system must have the capability to electronically receive Court-issued admissions documentation, as defined by the state.						
1.2	The system must have the capability to assign a minimum 6-digit unique Case Number (terminal digit) upon admissions of an individual.						
1.3	The system must have the capability to add a unique identifier for the individual associated to a given Case Number.						
1.4	The system must have the capability to perform identity conflict resolution to prevent and resolve duplicate person records.	X					
1.5	The system must have the capability to assign a status to each admission as defined by the state.	X					
1.6	The system must have the capability to electronically notify, via multiple platforms, designated individuals of upon receipt of new admissions.	X					

1.7	The system must have the capability for authorized users to review Court-issued Commitment Orders and associated youth admissions data, as defined by the state.	X					
1.8	The system must have the capability to electronically notify the submitter of incomplete court issued commitment orders.						
1.9	The system must have the capability to electronically track and return incomplete Court-issued Commitment Orders to the submitter, as defined by the state.						
1.10	The system must have the capability to electronically request additional information for Court-issued Commitment Orders and youth admissions data, as defined by the state.						
1.11	The system must have the capability for users to record all required data elements upon admissions of an individual. For example, record the following information: Demographics Biographics Photographs Legal Guardian Notification (Contact Information) Division of Child and Family Services Custody (i.e. Foster care) Court Contacts Pending Charges Placement History Medical / Medication Risk Factors Education History Approved Contacts (e.g. visitors and phone calls) Referral Agencies (former and current) Referral Services Public and Private Insurance (e.g. Medicaid, Blue Cross) PASSE Care Coordinator	X					
1.12	The system must have the capability to support the collection of biographic data elements (e.g. race and ethnicity) using the most current Statistical Policy Directives set forth by the Federal Office of Management and Budget, and comply with all State and Federal race and ethnicity data and reporting requirements.	X					
1.13	The system must have the capability to distinguish between individuals within DYS custody (i.e. requiring a bed in a residential facility), and individuals not in DYS custody but receiving services through a DYS-partnered provider.						

1.14	The system must have the capability to support variations in data population and workflow requirements for individuals in DYS custody and not in DYS custody.						
1.15	The system must have the capability to record an individual's family or guardian contact information and relationships to the individual.	X					
1.16	The system must have the capability to create a person-centric view upon completion of the admissions process (e.g. an individual summary screen).	X					
1.17	The system must have the capability to record and update individual's profile information.	X					
Placement							
2.1	The system must have the capability to electronically identify and report bed occupancy for all facilities, as defined by the state.	X					
2.2	The system must have the capability for authorized users to search available beds by an individual's criteria for state contracted facilities, as defined by the state.						
2.3	The system must have the capability to categorize beds in state contracted facility by the individuals: Gender Age Charges Location Education Risk Level Available Services	X					
2.4	The system must have the capability to electronically reserve and release reservations of unoccupied beds in state-contracted facilities.						
2.5	The system must have the capability for users to record and track individuals placed at all non-contracted facilities, as defined by the state.	X					
2.6	The system must support the ability to notify users when selected beds do not align with one or more of the following risk characteristics of a placed individual: Gender Age Sex Offender Pregnancy Risk-level Education	X					
2.7	The system must support the ability to generate reports that identify bed occupancy by facility, category, and date range.	X					

2.8	The system must have the capability to track beds in abeyance.						
2.9	The system must have the capability to track and report upon the location of an individual at all times.						
2.10	The system must have the capability to reconcile and alert users when bed occupancy conflicts an individual's placement or custody status (e.g. bed cannot be occupied once an individual has been discharged, an individual cannot occupy two beds simultaneously, etc.).	X					
Records Management							
3.1	The system must have the capability for documents and artifacts to be uploaded and stored and retrieved either natively or within an external repository.	X					
3.2	The system must have the capability to interface with external document management systems (i.e., eDoctus, DocuShare)						
3.3	The system shall support the ability for uploaded documents / artifacts to be managed and viewable in the following (but not limited to) formats: Documents (.doc, .docx, .pdf, etc.) Spreadsheets (.xls, .xlsx, etc.) Images (.jpeg, .png, .gif, .tiff, etc.) Videos (.mp4, .mov, .wmv, .avi, .flv, etc.) Audio files (.mp3, .cda, .wav, etc.)	X					
3.4	The system must have the capability index uploaded documents and artifacts by configured meta-data elements.	X					
3.5	The system must have the capability to search and display results of documents and artifacts that match search criteria (e.g. meta-data).	X					
3.6	The system must have the capability to associate documents and artifacts by common elements (e.g. all documents related to a specific individual, all documents associated to a specific assessment, all documents associated to a specific treatment plan, etc.)	X					
3.7	The system must have the capability for documents and artifacts to be uploaded by authorized users via internal and external portals.	X					
3.8	The system must have the capability to receive and store documents directly from external systems and data providers, including but not limited to: Courts (Contexte) Education providers (eSchool) Arkansas Crime Information Center (ACIC)						

3.9	The system must have the capability to associate documents and artifacts to multiple cases or individuals.	X					
3.10	The system must have the capability to automatically record submission date and time stamps of uploaded documents artifacts.	X					
3.11	The system must have the capability to support the review, notification, and approval of uploaded documents (e.g. workflows for document review).	X					
Assessments							
4.1	The system must have the capability for internal & external users to record detailed assessment data for an individual, including but not limited to: Behavioral Health Assessments Educational Assessments Medical Assessments Risk Level Assessments Interview Assessments Observational Assessments Field Evaluations Screenings	X					
4.2	The system must have the ability to request and assign additional assessments to authorized providers based on an individual's need, including but not limited to the following: Administration of single psychological test, as requested Clinical/Program consultation Staffing, case conferences, post evaluation reports Updates as needed or requested	X					

4.3	The system must have the ability to support the collection of data elements, for example, the following standard psychological assessment instruments: CANS - Children and Adolescent Needs Assessment ACE - Adverse Childhood Experience WASI II – Wechsler Abbreviated Scale of Intelligence (If needed, WISC-V, WAIS-IV) MMPI-A-RF Minnesota Multiphasic Personality Inventory – Adolescent – Restructured Form WRAT-5 Wide Range Achievement Test – Fifth Edition SASSI-2 Substance Abuse Subtle Screening Inventory – Second Edition CVLT-II California Verbal Learning Test – Second Edition (if interview indicated) CONNERS-3 Conners – Third Edition (if interview indicated) MAYSI 2– Massachusetts Youth Screening Instrument – Second Edition RIAS-2 Reynolds Intellectual Assessment Scales APS-SF Adolescent Psychopathology Scale – Short Form	X					
4.4	The system must have the ability to support the collection of data elements on an as-needed basis, including but not limited to, the following psychological assessment instruments: Vineland BDI-II Beck Depression Inventory JS-R Jesness Inventory Revised	X					
4.5	The system must have the capability to electronically notify and remind, via multiple platforms, designated individuals if required assessments are not completed within the timelines, as defined by the state.	X					
4.6	The system must have the capability to electronically notify, via multiple platforms, designated individuals of completed assessments for review, as defined by the state.	X					
4.7	The system must have the capability to assign a status to each assessment, as defined by the state.	X					
4.8	The system must have the capability to upload documentation associated to specific assessments, as defined by the state.	X					
4.9	The system must have the capability for authorized users to review assessments, as defined by the state.	X					
4.10	The system must have the capability to electronically return incomplete assessments to the submitter, as defined by the state.	X					

4.11	The system must have the capability to electronically request additional information for assessments, as defined by the state.	X					
4.12	The system must have the capability to complete assessments across multiple platforms, as defined by the state.	X					
4.13	The system must have the capability to generate notices to individuals related to the assessment, as defined by the state.	X					
4.14	The system must have the capability to direct and notify time-based workflow tasks associated to the notification, assignment, completion, review, correction, and acceptance of assessments.	X					
4.15	The system must have the capability to generate reports based assessment timeliness, assigned assessor, assessment type, and assessment status.	X					
4.16	The system must have the capability to assign clinical codes and credentials using the most current version of industry standards.						
4.17	The system must allow for different assessment criteria based on program type.						
4.18	The system must have the capability for users to easily create a discipline specific template for assessments. (e.g. Interview formats).	X					
4.19	The system must have the capability to track date sensitive, program specific assessments and provide reminders to the applicable users to complete assessments or reassessments.	X					
4.20	The system must have the capability to record and display assessments provided by a third party.	X					
4.21	The system must have the capability to track medical conditions, and generate appropriate medical alerts and reminders, as needed.	X					
4.22	The system must have the capability to record and monitor medications using drug name, dosage, date range and prescribing physician.	X					
4.23	The system must have the capability to link medical metrics and document results within an individual's record. (e.g. Assessment for involuntary movement scale, weight, blood pressure, body mass index, sugar levels).	X					
4.24	The system must have the capability to display and manage health maintenance alerts including chronic disease reminders per individual.	X					

4.25	The system must have the capability to add problems beyond an ICD list and DSM to a recognized standard nomenclature (e.g. a systematically organized computer process capable of collecting medical terms providing codes, terms, synonyms and definitions used in clinical documentation and reporting.)						
Coordination of Treatment Team & Treatment Plan Development							
5.1	The system must have the capability for authorized users to select and assign users to treatment team staffing groups/teams to review assessments and develop treatment plans.						
5.2	The system must have the capability to schedule and notify select individuals of a treatment team staffing.						
5.3	The system must have the capability to generate notifications to selected treatment team members, if all completed assessments are not received in the system, as defined by the state.						
5.4	The system must provide the capability for authorized users to reschedule and notify attendees of treatment team staffings, as defined by the state.						
5.5	The system must provide the capability for users to configure treatment plan templates, as defined by the state.						
5.6	The system must have the capability to allow authorized users to electronically approve treatment plans.						
5.7	The system must have the capability to document all components of the treatment and service plans including identified problems and goals for treatment.						
5.8	The system must have the capability for users to modify treatment plans with a view of the most current plan and an audit trail with previous plans.						
5.9	The system must have the capability to set automatic reminders for treatment plan modifications (e.g. completion, update, review, new medical problems, incidents, seclusion and restraint documentation) according to DYS and regulatory requirements.						
5.10	The system must have a progress measurement tool to track progress toward reaching treatment plan objectives over time with the capability to present this information in a graphical format.						
5.11	The system must have the capability to easily switch from one individual treatment plan to another individual treatment plan.						
5.12	The system must have the capability to view all diagnosis on one screen as appropriate to an individual.						

	Incident Management						
6.1	The system must have the capability for authorized users to electronically record, track, and close incidents related to individuals or facilities.	X					
6.2	The system must have the capability to configure incident alert notifications of an individual or facility related incident by status and type, as defined by the state.	X					
6.3	The system must have the capability to configure incident alert notifications of an individual or facility related incident by severity, as defined by the state.	X					
6.4	The system must have the capability to configure the recipients of incident alerts and notifications by type, status, severity, and required action (if any), as defined by the state.	X					
6.5	The system must have the capability to capture incidents specifically related to a facility (e.g. power outages, system outages, infrastructure related incidents, etc.)	X					
6.6	The system must have the capability to capture, at minimum, the following data associated to an incident: Involved Youth (one or more) Involved Staff (none or many) Circumstances (e.g. Medical, Behavioral Health, Juvenile Detention Center - Time-out, AWOL, etc.) Facility Location within the Facility Video/Photo (documents and artifacts applicable to the incident) Injuries (if applicable) Restraints (if applicable) Action (taken) Date and Time of all notifications, actions, and events related to an incident providing a chronological history of the incident (e.g. Date and time of incident, Date and time parties notified, etc.)	X					
6.7	The system must have the capability to attach documents and artifacts (e.g. videos) to specific incidents.	X					
6.8	The system must have the capability to integrate with emergency notification system for public notifications related to AWOL individual.	X					
6.9	The system must have the capability to create ad-hoc and time-based reports related to an individual or facility incident, as defined by the state.	X					

6.10	The system must have the capability to electronically route, via a workflow-style process, an individual or facility incident to users, as defined by the state.	X					
6.11	The system must have the capability to associate a single incident to one or more individuals, as defined by the state.	X					
Case Management							
7.1	The system has the capability to allow data look up on specified fields, as defined by the state (e.g. name, case number, location, case manager, case coordinator, facility, provider, social security number, and other fields to be specified; legal status and court orders history by youth).	X					
7.2	The system must have the capability to document and track an individual's legal status and court orders, as defined by the state.	X					
7.3	The system must have the capability to provide alerts and notifications for events and tasks, as defined by the state.	X					
7.4	The system must have the capability to route events and tasks to internal/external users or user groups for completion on an "as needed" basis, as defined by the state.	X					
7.5	The system must have the capability to document treatment notes for an individual, a group and family sessions, as defined by the state.						
7.6	The system must have the capability to display an individual's summary sheet including but not limited to demographics, behavioral health, medical health, risk and education, allergies, health maintenance, recent incidents, photo, personal profile.	X					
7.7	The system must have a decision tree to facilitate treatment decisions and best practices for medical care, behavioral healthcare and education, as defined by the state.	X					
7.8	The system must have the capability for users to utilize an electronic clipboard/device (e.g. tablet) for capturing observations and treatment data, as defined by the state.	X					
7.9	The system must have the capability for users to roll information forward from note to note.	X					
7.10	The system must provide the option to carry forward review of systems, problem list, medication, etc. from prior treatment.	X					
7.11	The system must provide the flexibility to document conditions including expanding details (e.g. severity, location, modifiers).	X					

7.12	The system must have the capability for authorized users to add comments and details for any case and/or treatment plan, as defined by the state.	X					
7.13	The system must have the capability to track and report on categories of individuals including but not limited to the following: Extended Juvenile Jurisdiction (EJJ) Sex Offender (SXO) Interstate Compact for Juveniles (ICJ) Pregnant Females Blended Sentences	X					
7.14	The system must provide the users with the capability to document treatment activities and education services using templates.	X					
7.15	The system must have the capability to schedule and notify select participants of of ad-hoc treatment team staffings, as defined by the state.						
7.16	The system must have the capability to support flexible gender identification and transitions.	X					
7.17	The system must have the capability for authorized users to schedule and track the administration of medications for individuals, as defined by the state.	X					
7.18	The system must have the capability for authorized users to document medical findings within the treatment plan, as defined by the state.	X					
7.19	The system must have the capability to track individuals using specified medications.	X					
7.20	The system must be able to display a list of medications prescribed to an individual, both currently and historically.	X					
7.21	The system must have the capability for authorized users to configure automated tasks and/or alerts to remind assigned treatment providers of missing or additional documentation, scheduled reviews, and key dates per individual, as defined by the state (e.g. treatment team staffing reviews).	X					
7.22	The system must have the capability to configure rules requiring specific data to be populated prior to completing documentation and/or task. (e.g. stops to not allow finishing a record until specific information is entered).	X					
7.23	The system should have the capability for tracking of individuals who are in the community (e.g. non-discharge, leave of absence, court visits, medical center visits).						

7.24	The system must have the capability to add and delete individuals from groups, print group schedules, as well as allowing the ability to view a group under the case **coordinator** name with all individuals listed and generate/print a group roster report.						
Discharge / Release to Community							
8.1	The system must have the capability to electronically record, track and close a discharge summary for an individual, as defined by the state.	X					
8.2	The system must have the capability for authorized users to link documentation to the discharge summary (e.g. progress reports, education records, risk assessments, field evaluations), as defined by the state.	X					
8.3	The system must have the capability to configure alert notifications for preparation and completion of discharge activities, as defined by the state.	X					
8.4	The system must have the capability to create ad-hoc and time-based reports related to an individual's discharge data, as defined by the state.	X					
8.5	The system must have the capability to electronically route, via a workflow style process, an individual's discharge summary to authorized users, as defined by the state.	X					
8.6	The system must have the capability to update an individual's status for the provision of services upon discharge (e.g. unable to bill for bed occupancy upon release of custody).	X					
8.7	The system must have the capability to present prior and upcoming discharges.	X					
8.8	They system must have the capability to track and report on distinct types of discharge for an individual (e.g. release to aftercare, release to community, etc.), as defined by the state.	X					
Federal Program Management							
9.1	The system must have the capability to track partner agencies and/or sub grantees participation in programs and/or services funded by Federal grants, including but not limited to the following: Juvenile Justice and Delinquency Prevention grant programs Department of Education Title I & II programs Prison Rape Elimination Act (PREA)	X					

9.2	The system must have the capability to track an individual's participation in programs and/or services funded by Federal grants, including but not limited to the following: Juvenile Justice and Delinquency Prevention grant programs Department of Education Title I & II programs	X					
9.3	The system must have the capability to track the participation of family and/or legal guardians (associated with justice-involved youth) participation in programs and/or services funded by Federal grants, including but not limited to the following: Juvenile Justice and Delinquency Prevention grant programs Department of Education Title II programs	X					
9.4	The system must have the capability to track and report upon the program, provider, and individual participation in services and programs, as they relate to output and outcomes.	X					
9.5	The system must have the capability to track and report on individual grants and funds distribution provided to sub-grantees and partner agencies on a schedule basis, as defined by the state.						
9.6	The system must have the capability to track and report upon program effectiveness in relation to individual participation in grant funded programs providing prevention and/or intervention services.						
9.7	The system must have the capability to associate distributed funds throughout their allocation and utilization.						
9.8	The system must have the capability to generate quarterly, monthly and annual reports for the Arkansas legislature, as defined by the state.						
9.9	The system must have the capability to track and report on specific data required for reporting compliance with the Federal Juvenile Justice and Delinquency Prevention program, including but not limited to the following: Deinstitutionalization of Status Offenders (DSO) Separation of Juveniles from Adults in Secure Facilities Removal of Juveniles from Adult Jails and Lockups Disproportionate Minority Contact Prison Rape Elimination Act (PREA) Office of Civil Rights	X					
9.10	The system must have the capability to distinguish participation in services and programs by judicial districts, as defined by the state.						
Legal & Compliance							

10.1	The system must have the capability to support intuitive document management, including the ability to search and access court-related documents, as defined by the state.						
10.2	The system must have the capability to upload documentation from multiple platforms (e.g. mobile devices).						
10.3	The system must have the capability to support intuitive document management, including the ability to search and access incidents by individual, as defined by the state						
10.4	The system must have the capability to configure monthly court progress reports, as defined by the state.						
10.5	The system must have the capability to configure both fillable and pre-populated templates (e.g. affidavits, petitions, motions), as defined by the state.						
10.6	The system must have the capability to generate both internal system notices and external notices to other parties related to conditional court orders, as defined by the state.						
10.7	The system must have the capability to store and maintain contact information, including attorney, associated court, and families and/or legal guardians by individual.	X					
10.8	The system must have an integrated redaction tool, for incidents involving multiple individuals (e.g. the case has 3 individuals but 2 must be redacted before documents can be delivered to the courts).	X					
10.9	The system must comply with the Juvenile Justice and Delinquency Prevention Act (JJDPA).						
Billing							
11.1	The system must have the capability to configure and process automated billing for all billable vendors and services.	X					
11.2	The system must have the capability to configure and process automated billing by group or by individual, as defined by the state.	X					
11.3	The system must have the capability to record, track, and report on billing of services by funding source and priority.	X					
11.4	The system must have the capability to record and report on services that may have one or more rates, as defined by the state.	X					
11.5	The system must have the capability to support variable billing frequencies, as defined by the state.						
11.6	The system must have the capability to electronically route, via a workflow-style process, individual and/or vendor invoices to appropriate users, as defined by the state.						

11.7	The system must have the capability to generate invoices, reviews, approvals and overrides utilizing role-based workflows, as defined by the state.	X					
11.8	The system must have the capability to generate alerts and notifications for designated users and/or user groups based on configured rules (e.g. compliance thresholds, outstanding invoices, etc.), as defined by the state.						
11.9	The system must have the capability to export payment files, as defined by the state.						
11.10	The system must have the capability to import paid bill and purchase order information, as defined by the state.						
11.11	The system must have the capability for authorized users to perform cost center and internal order maintenance in association with AASIS (Arkansas Administrative Statewide Information System).						
11.12	The system must have the capability to select date ranges for billable items and other user-experience enhancing tools to support the ease of generating large bills and minimize line item selection.						
11.13	The system must have the capability to associate services rendered, amounts billed and paid, as defined by the state.						
11.14	The system must have the capability to support audit review and approval of both individual and vendor billing, as defined by the state.						
11.15	The system must have the capability to prevent duplicate billing of services, as defined by the state.						
11.16	The system must have the capability to track contract utilization (e.g. remaining available funds), as defined by the state.						
11.17	The system must have the capability to record, track and report all assigned services by date of service. (e.g. Community Based Providers, contracted facilities, etc.).						
11.18	The system must have the capability to record and track all electronic billing for all major guarantors (Medicare using PPS billing rules, Medicaid, Blue Cross Blue Shield, etc.), as defined by the state.						
11.19	The system must have the capability to generate electronic billing for all service providers.						
11.20	The system must have the capability to generate paper billing for all service providers.						
11.21	The system must have the capability to permit authorized users to configure scheduled and regular bill generation frequency (e.g. monthly, bi-monthly, semi-monthly, quarterly, etc.), as defined by the state.						
11.22	The system must have the capability to generate ad hoc reimbursements and need-based billing.						

11.23	The system must have the capability for authorized users to make comments on the electronic invoice and associated billing artifacts.						
11.24	The system must have the capability to adjust and resubmit invoices.						
11.25	The system must have the capability to automatically generate invoices based on the census and provided services.						
11.26	The system must have the capability of generating billing reports by reimbursement, to include amount billed and amount paid.						
11.27	The system must have the capability to allow authorized users to perform rate management for one or more providers and services.						
11.28	The system must have the capability to automatically remove individuals from assigned in-custody services upon discharge.						
11.29	The system must have the capability to provision and validate (e.g. reconcile) the billing for individuals and groups.						
11.30	The system must have the capability to track and report individual client and medicaid identification.						
Contract Monitoring & Quality Assurance							
12.1	The system must have the capability to record and maintain DYS vendor contract performance data (e.g. schedule review periods, SLAs, performance indicators, incidents, key personnel, etc.), as defined by the state.	X					
12.2	The system must have the capability to record, track, alert and report on contract-related incidents for all DYS contracted vendors, as defined by the state.	X					
12.3	The system must have the capability to apply, track, and report on sanctions for all DYS contracted vendors, as defined by the state.						
12.4	The system must have the capability to generate both internal system alerts and notices and external alerts and notices to other parties related to contract monitoring, as defined by the state.						
12.5	The system must have the capability to record, track, alert and report on vendor performance corrective action plan objectives, including but not limited to, management of appeals and follow-up activities.						
12.6	The system must have the capability for authorized users to link documentation to a vendor's contract (e.g. audit reports, sanctions, etc.), as defined by the state.						

12.7	The system must have the capability to create a vendor-centric view (e.g. a vendor summary sheet, or vendor summary screen).						
12.8	The system must have the capability to electronically route, review, and approve via a workflow-style process, contract-related audits to appropriate users, as defined by the state.						
12.9	The system must have the capability to configure contract-related alert notifications by severity and type for all DYS contracted vendors, as defined by the state.						
12.10	The system must have the capability to record audit findings and corrective actions associated to each vendor.						
12.11	The system must have the capability to track and report upon qualitative and quantitative information in relation to vendor performance, as defined by the state.						
12.12	The system must have the capability to generate Vendor Performance Report Cards, as defined by the state.						
12.13	The system must have the capability to record, track, alert and report on assigned responsible parties associated to a corrective action plan item, per vendor and location, as defined by the state.						
12.14	The system must have the capability to record, track and report on vendor audit history and findings, as defined by the state						
Nutrition							
13.1	The system must have the capability to track school lunch programs, including meals distributed per individual for DYS contracted facilities, as defined by the state.	X					
13.2	The system must have the capability for authorized users to document and report on critical nutrition related medical conditions and/or dietary changes for an individual, as defined by the state.	X					
13.3	The system must have the capability to notify designated users about dietary restrictions or changes to dietary restrictions for an individual (e.g. allergies, religious dietary restrictions), as defined by the state.	X					
13.4	The system must have the capability to collect and report meal consumption for DYS contracted facilities, in compliance with USDA Health and Nutrition Program standards.	X					
13.5	The system must have the capability to generate nutrition related reports, as defined by the state and in compliance with USDA Health and Nutrition Program standards.	X					
13.6	The system must have the capability to conduct point of sale processes for daily meals provided in DYS contracted facilities, as defined by the state.						

13.7	The system must have the capability to capture and report monthly inventory per DYS contracted facility, as defined by the state. (e.g. barcoding)	X					
13.8	The system must have the capability to capture and report on nutritional values per meal, as defined by the state.	X					
13.9	The system must have the capability to capture and report on health inspections and corrective action plans per DYS contracted facility, as defined by the state.	X					
13.10	The system must have the capability to capture and retain all nutrition related data per an individual and/or facility for the minimum time necessary, in compliance with USDA Health and Nutrition Program standards.	X					
13.11	The system must have the capability to establish and modify meal plans per DYS contracted facilities as defined by the state.	X					
	Reporting						
14.1	The system has the capability to sort and filter report output on all fields to be queried.	X					
14.2	The system must have the capability to easily create custom reports using specified data elements without customized programming.	X					
14.3	The system must have the capability to create standard, reusable and shareable report templates.	X					
14.4	The system must have the capability to create data visualization tools.	X					
14.5	The system must have the capability to create and distribute reports by user and team, as defined by the state.	X					
14.6	The system must have the capability to generate reports based on workflow tasks, events and status', as defined by the state.	X					
14.7	The system must have the capability to trend program data utilizing a specified date range.	X					
14.8	The system must support integration with industry standard reporting tools (e.g. Power BI, SSRS, Cognos, etc.).						
14.9	The system must export report data in standard file formats (e.g. Excel, CSV, PDF, etc.).	X					
14.10	The system shall have integrated dashboards with analytics on operations performance metrics.						
14.11	The system shall support ad-hoc reports created by users via a graphical user interface (GUI) utilizing real-time data, including but not limited to features such as field-selection, filters, sorting, date range selection, save, share, and export.						

14.12	The system shall have batch reporting which will be scheduled by user-defined frequency and distributed based on user roles.	X					
14.13	The system shall enforce role-based access to reports and associated data.						
14.14	The system shall contain a data dictionary which will be managed and updated by the contractor.						
14.15	The system shall have configurable forms with options to pre-populate select data fields (e.g. generating mailing labels).	X					
14.16	The system shall support the ability to redact select fields and/or data elements in reports and report exports.	X					
14.17	The system shall include online help tools, resource guides, and user manuals for robust support of reporting features.						
14.18	The system shall support large volumes of document extracts based on user-defined criteria.						
14.19	The system shall provide standard / canned reports, for example: 1. Billing & financial reconciliation 2. Admissions report 3. Census report 4. Demographics 5. Discharge 6. Length of stay 7. Case extract 8. Case mix indices 9. Incident (single & aggregate) 10. Case closure 11. Aftercare 12. Commitment order 13. Vendor performance reports 14. Diversion services 15. Outcomes 16. Output 17. Federal justice reporting 18. Health & nutrition program reporting 19. Caseload / case management 20. Field evaluations 21. Evidence-based services for specialized population 22. Placement disruption / movement rationale	X					
14.20	The system must have the capability to list vendors and their associated services.						
Transfers/Transport							

15.1	The system must have the capability to document and track the chain of custody of an individual (e.g. doctor's appointments, transfers between facilities, timeouts, dual placement status), as defined by the state.	X					
15.2	The system must have the capability to generate time-based alerts and reporting on the chain of custody of an individual (e.g. doctor's appointments, transfers between facilities, timeouts, dual placement status), as defined by the state.	X					
15.3	The system must have the capability to document, track, alert and report on an individual's check-out/check-in status (e.g. facility to facility transportation), as defined by the state.	X					
15.4	The system must have the capability to generate checkout reports (e.g. list of youth scheduled for off-site transport for the given day, week, etc.).	X					
Non-Custody Cases (NTC)							
16.1	The system must have the capability for users to record all required data elements of an individual. For example, record the following information: Legal Guardians (Contact Information) Placement History (former and current) Treatments (former and current) Health/Medication Records (former and current) Demographics/Biographic Photographs Legal Charges (court history) Court Contacts (probation officer) Contract Management Case Plans Education (former and current) Court-ordered Residential Placement (e.g. shelters) Referral Agencies (former and current) Referral Services Public and Private Insurance (e.g. Medicaid, Blue Cross) PASSE Care Coordinator	X					
16.2	The system must have the capability to document and report on an individual's NTC case plan, as defined by the state.						
16.3	The system must have the capability to review, modify, and audit an individual's NTC case plan, as defined by the state.						

16.4	The system must have the capability for authorized users to record upload and retrieve to an individual's NTC case plan (e.g. notes, outcomes, education, incidents, community service hours, restitution per individual, etc.), as defined by the state.						
16.5	The system must have the capability to document and track NTC referrals, as defined by the state.						
16.6	The system must have the capability to convert individuals from a non-custody case to a custody case, as defined by the state.						
16.7	The system must have the capability to convert individuals from a custody case to a non-custody case, as defined by the state.						
16.8	The system must have the capability to track NTC individuals participation in grant funded programs (e.g. roster of individuals with Federal/State grants, program check-ins, etc.), as defined by the state.						
16.9	The system must have the capability to document, track, and report on abbreviated intake for NTC individuals that do not require a case plan (e.g. for occasional services), as defined by the state.						
16.10	The system must have the capability to configure and generate NTC time-based alerts and notifications (e.g. role-based, provider location based, activity based, etc.), as defined by the state.						
16.11	The system must have the capability to direct and notify time-based workflow tasks associated to the notification, assignment, completion, review, correction, and acceptance of NTC case plans.						
16.12	The system must have the capability to direct and notify time-based workflow and alerts for 15-day surveys and/or client satisfaction surveys, as defined by the state.						
16.13	The system must have the capability to configure and generate specialized forms for NTC services (e.g. therapy uses a bio-pyscho social form), as defined by the state.						
16.14	The system must have the capability to configure and generate NTC case reporting to track and manage assigned individuals, as defined by the state.						
After-Care							
17.1	The system must have the capability to create, modify, track and report an individual's discharge plan and after-care plan, as defined by the state.						
17.2	The system must have the capability to generate time-based alerts related to discharge planning activities, as defined by the state.						

17.3	The system must have the capability to electronically transmit discharge and after-care plans to DYS contracted vendors, as defined by the state.						
17.4	The system must have the capability to document after-care services provided to an individual and/or case, including but not limited to, the services rendered and the provider of those services (e.g. Provider's contracted with a Community Based Provider).						
17.5	The system must have the capability to document and track throughout discharge, after-care and post case closure an individual's legal guardian, living arrangements, out of custody incidents, and monthly progress reports.						
17.6	The system must have the capability to generate time based alerts and notices related to an individual's after-care plan, services rendered, out of custody incidents, court activities and monthly progress reports.						
17.7	The system must have the capability to document and report on an individual's status after discharge (e.g. runaways, incidents, arrests, etc.), as defined by the state.						
17.8	The system must have the capability to electronically document, track, and report on individuals transferred from one vendor to another.						
17.9	The system must have the capability to continue to monitor, document, and report on closed cases, as defined by the state.						
17.10	The system must have the capability for authorized users to record and link documentation to an individual's discharge record (e.g. after-care notes, incident reports, education, employment, curfews, mental health, etc.), as defined by the state.						
Schedule Management							
18.1	The system must have the capability to provide calendars for individuals and work groups that can be shared (e.g. individual staff, departments, etc.), as defined by the state.	X					
18.2	The system must have the capability to support scheduling activities and events for individuals and cases (e.g. legal events, meetings, reviews, etc.).	X					
18.3	The system must have the capability to generate alerts and notifications for individuals, cases and events, as defined by the state.	X					
18.4	The system must have the capability for authorized users to create, modify and delete scheduled activities and events.	X					

Non Functional Requirements

Directions: The table below provides the functional and technical requirements for the system. Bidders must indicate with an 'X" in columns A, B, or C whether their system supports the following requirements.
A = Currently Available in the system
B = Available via Contractor Modification or Development
C = Not Available in the system (neither A nor B). If C is selected, in the comments please propose an alternative (that meets the needs of the State) or an explanation of why it is acceptable to forego this requirement. A Prospective Contractor may not select C for a Mandatory Requirement.

Mandatory Requirements are noted by an "x" in the Mandatory Requirement column. A failure to satisfy a Mandatory Requirement shall result in the disqualification of a proposal.

High-Level Non-Functional Requirements - Juvenile Justice Information System

No.	Function	Mandatory Requirement?	Availability				Notes
			A	B	C	Comments	
	General						
19.1	1. Contractors shall propose computing capacity and software for a State-hosted option, a cloud-hosted option, or a contractor-hosted system . Pricing shall include all necessary software licenses, storage, and infrastructure costs.	X					
19.2	Testing and Training Environments and Databases must have all configurations and functionalities of the Live System.	X					
19.4	System has the ability to export data to a standard file format to interface with visualization tools for analytics.	X					
19.5	The system must be operable from multiple devices, including, but not limited to: 1. Personal Computers (Desktop / Laptop) 2. Tablets 3. Smartphones	X					
19.6	The system must be compatible with industry-standard operating systems (e.g. Microsoft, Apple, Linux, Android).						
19.7	The system must be browser-agnostic, and operate using any industry-standard browsers, including, but not limited to: 1. Apple Safari 2. Google Chrome 3. Microsoft Edge	X					
19.8	The vendor must provide information about new products, features, offerings at the time that they become commercially available.	X					

19.9	The system must have the capability to apply date and timestamps (in military time) for each entry into the record.	X					
19.10	The system must have the capability to electronically document electronic signature / authorization with a timestamp in military time.	X					
19.11	The system allows the propagation of data entry and updates and has the capability to populate all similar fields – write once functionality that is not forms based. (e.g. dates, times, user name, youth name, treatment categories, date of birth and other fields to be specified).						
19.12	The system must have flexible signature or user confirmation capabilities (e.g. electronic signature, signature pad, pin number) based on document type.	X					
19.13	The system must have the capability to easily create prompts for user actions (e.g. incomplete data entry of required fields, deletion of data, system log-off warnings, etc.).	X					
19.14	The vendor must meet the DHS enterprise architecture standards and procedures.						
19.15	The system shall be a configurable product.						
	Legal & Compliance						
20.1	The system portal and all user interfaces shall be 508 compliant and compliant with all Arkansas state accessibility regulations.						
20.2	The system must have the capability to track individual's records rights in compliance with State privacy standards.						
20.3	The system must have the capability to support the implementation of administrative and technical safeguards as required under the Health Insurance Portability & Accountability Act of 1996 (HIPAA) and Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH) regulations, including the following technical security service requirements and communication / network controls: access control; audit controls; authorization control; data authentication; entry authentication.	X					

20.4	The system must have the capability to provide an audit trail that can capture date, timestamp (in military time) and user ID for all data transactions (creation, modification, view, deletion, auto log off & printing) with the capability for designated employees to easily access this data in a report format to comply with HIPAA requirements.	X					
20.5	The system must have near real-time audit breach alerting and reporting.	X					
20.6	The system must capture all access and modifications to records in a user accessible audit file.	X					
20.7	The system must be compliant with State and Federal record retention (e.g. Act 918 of 2005, record destruction and automated archival) and audit standards and the audit log must be query-able by reporting tools.	X					
20.8	The system must be HIPAA, HITECH and PPACA compliant.	X					
20.9	The system must have the capability to track and report on specific data required for reporting guidelines including but not limited to: HIPAA HITECH FERPA 508 Compatibility (Federal and State) Substance Abuse and Drug Counseling Act Audit Log Tracking (including user activities, changes, and access)	X					
20.10	The system must be compliant with the most current Federal diagnostic codes.	X					
20.11	The State shall retain sole ownership, right, title and interest to all data stored in the Contractor - hosted solution. At the end of the contract the Contractor shall transfer 100% of State-owned data back to the State or to another Contractor at the request of the State. At the end of the contract and after confirmed transfer of 100% of State-owned data back to the State or their designee, the Contractor shall destroy all copies of the State-owned data the Contractor possesses.	X					
Security							
21.1	The vendor must comply with the highest level of all State and DHS mandated security and privacy controls with respect to system data.	X					

21.2	The vendor must ensure that the system produces and receives secure communication using State-approved security standards and is positioned to comply with future compliance and State standards.	X					
21.3	The system must support secure role-based access management to control privacy and security of system data, defined by user type or role.	X					
21.4	The system must include date and time stamped information about each user's access of the system, including data access.	X					
21.5	The system must have the capability to deactivate user access on-demand.						
21.6	The vendor must ensure that all system data resides in the United States at all times and is not accessed by resources outside the United States.	X					
21.7	The vendor must report on a security breach, within the time period defined by the state, of knowledge of the breach and provide the following information in a breach report: - Description - Scope - Above or below 500 affected individuals - State Contact(s) notified - Duration - When occurred - Mitigation - Result of mitigation - Impact assessment - Count of affected individuals	X					
21.8	The system must follow the password policies and regulations, for external users, defined at State and Federal level which include, but are not limited to, the below criteria: (1) Password must meet complexity requirements criteria (2) Multifactor identification/ authentication (3) System passwords shall expire if user does not access the system for a period over 90 days (4) System account should expire if user does not access the system for period over 90 days.	X					
21.9	The vendor shall have up to 90 days to comply with any new / updated security and privacy policy, procedure, and/or requirement, if not prior negotiation and approval required by the State.	X					

21.10	The system must be compatible with DHS anti-virus and security protocols based on proposed system architecture.	X					
21.11	The system must support internal and external users (e.g. inside and outside of the LAN) security protocols as defined by the state.	X					
21.12	The system must support masking of PHI and PII data, across all environments.	X					
21.13	The system shall support DHS' IAM Enterprise Standards for internal and external users (e.g., IBM Cloud Identity)	X					
21.14	The system shall comply with regulation NIST 800-53 for external access.	X					
21.15	The system must support account management for external users, including but not limited to password self-service including ability for setting 3 secret answers and questions.	X					
21.16	The system must meet State basic security requirements (e.g. encryption) as well as additional requirements by State for cloud-hosted products.	X					
21.17	The system may be hosted in the GovCloud.						
21.18	The system may be Federal Risk and Management Program (FedRAMP) certified.						
21.19	The system must meet NIST 800-53 (base-level requirements) and FIPS 140-2, as deemed applicable by the State.	X					
21.20	The system must comply with the following security and privacy regulations: HIPAA, HITECH, ACA, IRS, CJIS, 508, State of Arkansas, FERPA, PIPA (State), Act 1227 for Accessibility Requirements (State), MARS-E 2.0 and Act 1713 for Privacy Requirements (State).	X					
21.21	The system shall support dual-factor authentication.	X					
21.22	The system must secure data transmissions with encryption (between DHS and vendor) as defined by the state.	X					
21.23	The vendor must meet State requirements for incident response and breach notification.	X					
21.24	The system may have consent management capability.						
Data Integrity							

22.1	The system must have the capability to completely and accurately convert data from legacy Juvenile Justice systems, including but not limited to document management.	X					
22.2	The system must have the capability for records to be locked with read only access for specified user types and roles, as defined by the state.	X					
22.3	The system must prevent users from updating/editing the same section of a record at the same time.	X					
22.4	The system must have the capability to capture and save records in different stages of completion.						
22.5	The system must have the capability for authorized users to review and update diagnostic codes as necessary (e.g. ICD-10, DSM codes)						
22.6	The system must provide a data dictionary, schema and supporting user documentation.	X					
22.7	The system must require for each individual (e.g. users, clients, guardians, etc.) to have a unique identifier for documentation purposes.	X					
	Data Interfaces & Exchange						
23.1	The system must be ANSI X12 and HIPAA Electronic Transaction Compliant, for both inbound and outbound transactions. (HIPAA Electronic Data Transactions - Standardization of Clinical Data).	X					
23.2	The system must interface with third-party lookup databases to integrate data supplied from third-party vendors (e.g. USPS, Transportation, ICD-10, DSM)						
23.3	The system must have the capability to electronically send and receive data to and from the courts' information system (e.g. Contexte).						
23.4	The system must have the capability to convert, store, and search on prior legal case history (e.g. Contexte), as defined by the state.						
23.5	The system must have the capability to interface with the education systems (e.g. eSchool, Triand).						
23.6	The system must have the capability to interface with the electronic health record systems to retrieve medical information using industry standard system interface protocols (e.g. HL7).						
23.7	The system must have the capability to interface with the DHS standard document management systems (e.g. Edoctus, DocuShare, etc.).						

23.8	The system must have the capability to interface with Medicaid Management Information System (e.g. interChange) to communicate Medicaid eligibility.						
23.9	The system must have the capability to interface with the DHS data hub (e.g. unique client/provider index, enterprise service bus).						
23.10	The system must have the capability to interface with the DHS Child Welfare System (e.g. Children's Reporting and Information System; CHRIS)						
23.11	The system must have the capability to interface with Arkansas Administrative Statewide Information System (AASIS) to exchange billing & claims information.						
23.12	The system must have the capability to interface with the current DYS Security System software (e.g. MileStone)						
23.13	The system must have the capability to interface with the AR DHS Communication software (e.g. Outlook, Skype, etc.)						
23.14	The system must have the capability to interface with AR Crime Information Center (ACIC) services and National Incident-Based Reporting System (NIBRS) for retrieval and population of arrest information.						
23.15	The system must have the capability to perform address validation for demographic information (e.g. USPS, Smarty Streets, AR GIS, etc.)						
23.16	The system must have the capability to integrate with AR DHS Outlook for calendaring and scheduling activities and events (e.g. Treatment Team Staffing, etc.).	X					
23.17	The system reporting tools must have the ability to interface with other DHS data sources (e.g. iC, ANSWER) and DHS enterprise architecture standards.						
	Portal						
24.1	The solution shall include a portal for all internal and external system users and roles.	X					
24.2	The solution portal shall support Single-Sign-On (SSO) functionality for External users. The application will be SAML or OIDC compliant.	X					
24.3	The solution portal must support identity & access management through integration with the State standard solution (currently Microsoft Active Directory) for internal users.	X					

New

24.5	The solution portal must support role-based-access for internal and external system users; including but not limited to courts, providers, and families.						
	Operations & Maintenance						
25.1	The vendor must ensure the system's internal response time shall be under two seconds from receiving a request to sending a response back through the Web server for 99.9% of the time and provide supporting performance reports.	X					
25.2	The vendor must comply with State-provided maintenance windows and change moratoriums and must provide any policy or procedures around those windows.						
25.3	The vendor must ensure that patch maintenance not exceed one hour per week without fourteen (14) days prior notice and State approval.						
25.4	The vendor must ensure that release maintenance not exceed eight hours per week without fourteen (14) days prior notice and State approval; maintenance exceeding 8 hours per week requires State negotiation and approval.						
25.5	The vendor must provide updates necessary for the continued functioning of the system.						
25.6	The vendor must ensure that system operational uptime be 99.9%.						
25.7	The vendor must ensure that help desk response and escalation not exceed one hour per incident, per escalation tier.						

Template C-1
Cost Workbook
Request for Proposals (RFPs)
Juvenile Justice Information System Software Solution

Fields highlighted in yellow **shall** be used in calculating low price determination. Prospective Contractors **shall not** alter the Cost Workbook.

Table 1

Implementation	Total
One Time Cost	$

*Provide the total, one time cost (including travel expenses) for all implementation activities necessary to fully implement the system. The cost proposed will be an all-inclusive cost in order for the Contractor to successfully complete all implementation activities in order for the system to Go-Live.

Table 2

Annual	Year 1	Year 2	Year 3					Total
Licensing	$	$	$					$
Maintenance	$	$	$					$
Hosting	$	$	$					$
							Total	$

*Provide the annual cost for licensing, maintenance, and user & technical support as required by the RFP.

Table 3

Training	Total
One Time Cost	$

*Provide the total, one time cost for completing all training activities as required by the RFP.

Table 4

Grand Total
$

VENDOR PROPOSAL RESPONSE FORM

Date:_____

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

Company Submitting Proposal: _____

Address: _____

_____

Contact Person: _____

Office Telephone: _____

Email: _____

Implementation Fee Initial Cost: _____

Training Cost: _____

Additional Anticipated Costs (Please explain in Detail):

_____

Reoccurring Annual Support Cost: _____

Printed name & title of person submitting proposal:

_____

Signature of person submitting proposal:

_____

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").

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 Baldwin County Juvenile Justice Information System Software Solution."

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 ten (10) days written notice of such to the other party. Upon receipt of such notices, PROVIDER shall discontinue its work to the extent specified in the notice.

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

XIX. Compensation Limited. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this 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 six (6) months and commence immediately upon the same date as its full execution and same shall terminate upon both the expiration of six (6) months or either by giving ten (10) days written notice of such to the other party. [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:
_____/_____	_____/_____
BILLIE JO UNDERWOOD, 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, Billie Jo Underwood, whose name as Chairman of Baldwin County Commission, and Wayne Dyess, whose name as County Administrator, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Professional Services, they, as such officers and with full authority, executed same knowingly and with full authority to do so on behalf of said Commission.

GIVEN under my hand and seal on this the _____ day of _____, 2020

_____
Notary Public
My Commission Expires

SIGNATURE AND NOTARY PAGE TO FOLLOW

PROVIDER:
Insert Provider Name

_____/_____
By _____/Date
Its _____

State of Alabama)
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 _____, 2020.

_____
Notary Public_____
My Commission Expires

Baldwin County Commission

Agenda Action Form

File #: 20-1510, **Version:** 1 **Item #:** BE7

Meeting Type: BCC Regular Meeting
Meeting Date: 9/15/2020
Item Status: New
From: Wanda Gautney, Purchasing Director; Joey Nunnally, County Engineer; Seth Peterson, Pre-Construction Manager
Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE
Request for Qualifications (RFQ) for Professional Services for Engineering/Environmental Services for a Coastal Processes Study for the Lillian Park Beach Habitat and Shoreline Protection

STAFF RECOMMENDATION
Authorize staff to begin negotiations with **Neel-Schaffer, Inc.,** so that a final recommendation for award can be made to the Baldwin County Commission for Engineering/Environmental Services for a Coastal Processes Study for the Lillian Park Beach Habitat and Shoreline Protection project.

BACKGROUND INFORMATION

Previous Commission action/date:
06/02/2020 meeting: 1) Approved a Subaward Grant Agreement for State Expenditure Plan #11 - Lillian Park Beach Habitat and Shoreline Protection; and 2) Approved the Purchasing Department and Highway Department to Develop a “Request for Qualifications” (RFQ) for a Coastal Processes Study and place an advertisement for submissions.

Background: The Request for Qualifications for Professional Services for Engineering/Environmental Services for a Coastal Processes Study for the Lillian Park Beach Habitat and Shoreline Protection project was received on July 23, 2020 at 2:00 p.m., in the Baldwin County Purchasing Department. Four (4) firms submitted a package. The evaluation committee consisted of Joey Nunnally, Wanda Gautney, Seth Peterson, Loren Lucas, John Sedlack and Stacy Appleton. After reviewing all four (4) firm’s submittals, the evaluation committee feels that Neel-Schaffer, Inc., meets the requirements for this project. We ask that the Baldwin County Commission approve our request to begin negotiations with the Neel-Schaffer, Inc., so that a final recommendation for award can be made to the Baldwin County Commission in regards to the selection of an Engineering/Environmental Services for a Coastal Processes Study for the Lillian Park Beach Habitat and Shoreline Protection project.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? Yes

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 09/15/2020

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

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

Additional instructions/notes: N/A

ALABAMA MEDIA GROUP

Press Register

LEGAL AFFIDAVIT

AD#: 0009650437 Total $862.28

State of Alabama,) ss
County of Mobile)

Catherine Copas being duly sworn, deposes that he/she is principal clerk of Alabama Media Group; that Press Register is a public newspaper published in the city of Mobile, with general circulation in Mobile County, and this notice is an accurate and true copy of this notice as printed in said newspaper, was printed and published in the regular edition and issue of said newspaper on the following date(s):

Press Register 07/03, 07/10, 07/17/2020

Principal Clerk of the Publisher

JUANITA DEPUY
MY COMMISSION EXPIRES
APRIL 17, 2021
NOTARY PUBLIC
STATE OF ALABAMA

Sworn to and subscribed before me this 17th day of July 2020

Notary Public

Baldwin County Commission
Request for Qualifications (RFQ) for Professional Services
for Engineering/Environmental Services

Overview:
The Baldwin County Commission, acting by and through the Highway Department, seeks qualifications from qualified coastal engineering/environmental firms for a coastal processes study for the Lillian Park Beach Habitat and Shoreline Protection project.

The Lillian Park Beach Habitat Project's principal purpose is to reduce safety risks to the use of the public boat launch at Lillian Park resulting from open wave action, and to reduce overall maintenance costs due to rapid and excessive sand shoaling and debris build up on the ramp itself due to unknown patterns of transport and deposit. Project objectives also include stabilizing the shoreline habitat and protecting adjacent properties from beach erosion while creating a more stable and useable public beach.

The Coastal Processes Study will be designed and conducted to better understand the holistic, natural physical processes involved with this site and work with them as much as possible in the development of potential solutions to shoreline erosion, ramp shoaling, ramp safety, beach resilience and public use. This study will evaluate the wind-wave climate and the related potential longshore sand transport climate as well as provide an inspection of historic geomorphological indicators of transport direction. The result of this evaluation will be technical information required to select the most appropriate designs for shoreline resilience that are applicable to projects with multiple human use considerations in environs such as the Lillian project location. Proper design must come from an initial coastal processes study which defines the wave periods, directions, and shore transport processes. This study will also address the likelihood and extent of any proposed engineering modifications to cause erosion of adjacent beaches at this site and provide recommended solutions to create a stable sand beach shoreline for long term public use.

Requirements:
Consulting firms responding to this RFQ should have extensive knowledge, experience, and demonstrated success with coastal engineering, state and federal permitting, and shoreline management/restoration. Requisite skills for this RFQ include coastal shoreline modeling, coastal engineering, project cost analysis, state and federal permitting, and environmental compliance/documentation. The chosen firm must have Professional Engineer (P.E.) licensure, and proper business licensure, both in the State of Alabama, at the time of submittal. Firms responding to this RFQ should provide Dun and Bradstreet number and be registered with the GSA database at www.sam.gov to confirm debarment/suspension status.

Any contract awarded must comply with the Minority Business Enterprise and Women Business Enterprise contracting requirements outlined in 2 CFR 200.321. MBE and/or WBE individuals/firms are encouraged to respond to this solicitation (Attachment A).

Scope of Services:
The scope of services to be performed by the consultant firm shall include but not be limited to the following.

- Development of a coastal processes study as described above.
- This study will also address the likelihood and extent of any proposed engineering modifications to cause erosion of adjacent beaches at this site and provide recommended solutions to create a stable sand beach shoreline for long term public use.
- Attend necessary meetings and make presentations at the request of the County.
- Provide detailed and timely schedules throughout the approved contract time period.
- Provide any additional information the County may need in relation to the project.
- Provide one contact person to coordinate project information.

Period of Performance:
The firm selected shall be able to complete the services outlined above within 3 months of an executed contract and Notice to Proceed.

Submittal of Qualifications:
Qualifications submitted in response to this RFQ must provide detailed information to show evidence of qualifications, experience and expertise. One (1) original and three (3) copies of the RFQ are required. No emailed or faxed materials will be accepted. The submitted proposal should be not more than fifteen 8.5" X 11" single-sided pages, Times New Roman 11-point font (inclusive of the cover letter, conceptual approach, experience and background, and project team/level of participation), and should be divided by section, with Table of Contents (cover and tabbed divider pages and table of contents do not count against the 15-page limit)." Cover page should include: Dun and Bradstreet (DUNS) number and company point of contact information.

Questions regarding this information shall be directed to Wanda Gautney, Baldwin County Purchasing Director at wgautney@baldwincountyal.gov Questions must be received no later than July 23, 2020 at 2:00 pm CDT.

Qualifications should be sent to the address below on or before 2:00 pm CDT, Friday, July 31, 2020.
FAX OR E-MAIL SUBMITTALS WILL NOT BE ACCEPTED.

Baldwin County Purchasing Department
Mrs. Wanda Gautney
Purchasing Director

Mailing Address:
312 Courthouse Square
Bay Minette, AL. 36507

Physical Address:
257 Hand Avenue
Bay Minette, AL 36507

Project Funding
This project is funded by a grant from The Gulf Coast Ecosystem Restoration Council (RESTORE Council). Any contract made as a part of this grant shall be subject to the applicable sections of 2 CFR Part 200, uniform administrative requirements, cost principles, and audit requirements, as adopted pursuant to 2 CFR § 5900.101.
PRESS REGISTER
July 3, 10, 17, 2020

Baldwin County Commission

Agenda Action Form

File #: 20-1506, **Version:** 1 **Item #:** BE8

Meeting Type: BCC Regular Meeting
Meeting Date: 9/15/2020
Item Status: New
From: Wanda Gautney, Purchasing Director; Judge Harry D'Olive; District Attorney, Bob Wilters
Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE
Transfer of a Vehicle from Baldwin County Judge of Probate Office to the Baldwin County District Attorney's Office

STAFF RECOMMENDATION
Approve the transfer of one (1) 2012 Chevy Impala VIN #2G1WF5E34C1330752 from the Baldwin County Judge of Probate Office to the Baldwin County District Attorney Office, at no charge, and authorize the Chairman to execute the Fixed Asset Change Forms.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Judge of Probate, Harry D'Olive has turned in his 2012 Chevrolet Impala that is no longer needed in his Department. The District Attorney needs a vehicle that can be used in their Department. Judge D'Olive has agreed to transfer the 2012 Chevrolet Impala that is in good condition to the District Attorney at no charge. The Vehicle was purchase from Probate Discretionary funds.

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: 09/15/2020

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

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

Additional instructions/notes: N/A

COUNTY FIXED ASSET CHANGE FORM

Date of this report: 09/18/2020

Fixed Asset: 0008387

Year: 2012

Model: Chevy

S/N: 2G1WF5E34C1330752

Tag #: No Tag

Mileage: 124,394

Value: $3,545.00

Subject to Commission approval, the fixed asset above of the

Judge of Probate Department will be:

Transferred to: Baldwin County District Attorney's Office

Sold to:

Stored at/for:

Scrapped because:

Other:

Harry D Olivier, Jr

Department Head relinquishing fixed asset item

Robert Witten

Department Head accepting fixed asset item

APPROVED, Baldwin County Commission

Date APPROVED

Baldwin County Commission

Agenda Action Form

File #: 20-1534, **Version:** 1 **Item #:** BE9

Meeting Type: BCC Regular Meeting
Meeting Date: 9/15/2020
Item Status: New
From: Wanda Gautney, Purchasing Director; Wayne Dyess, County Administrator; Anu Gary, Administrative Manager
Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE
Quotes for the Purchase and Installation of New Carpet in the Baldwin County Commission Administration Building Located in Bay Minette, Alabama

STAFF RECOMMENDATION
Take the following actions:

1) Authorize the Purchasing Director to issue Purchase Order's to Shaw Industries, Inc., in the amount of $8,805.54 for the purchase of the carpet tiles which are being purchased off the Sourcewell National Contract and for the wooden cove base molding that will be purchased by the Building Maintenance Department to complete the project; and

2) Approve and authorize the Chairman to execute the Public Works Contract and Certificate of Compliance with Delta Flooring, Inc., in the amount $29,920.00 for labor only to install the new carpet in the Commission Chambers, Conference Room and Library in the Administration Building areas located in the Bay Minette, Alabama.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Commission approved in the Fiscal Year 2019 and Fiscal Year 2020 budget $50,000.00 to replace the carpet in the Bay Minette Commission Chambers, Library and Conference Room. The carpet tiles will be purchased off the Sourcewell Joint Purchasing Contract in the amount of $8,805.54 from Shaw Industries, Inc. The Alabama Department of Public Accounts has stated in a letter to all public entities that based on their review of the competitive bidding process used by Sourcewell National Contract that all Alabama entities may use the Sourcewell Contract as long as we verify whether or not the goods are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchasing program. The Purchasing Director has verified that the carpet is not on the current State of Alabama contract.

A quote was received from Delta Flooring, Inc., in the amount of $29,920.00 for labor only to install

the new carpet as an authorized installer for Shaw Industries, Inc. Staff recommends the Commission authorize the Chairman to execute the Public Works Contract and Certificate of Compliance.

Once the subflooring and old carpet are removed new wooden cove base molding will need to be purchased and installed by the County Building Maintenance Department to cover the gap between the carpet and wall. The new wooden molding will need to be stained to match the existing molding. All this work will be completed by Building Maintenance.

FINANCIAL IMPACT

Total cost of recommendation: $38,725.54

Budget line item(s) to be used: 51125.5231

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 Public Works 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: 09/15/2020

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

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

Additional instructions/notes: N/A

Mail Drop - 999 P O Box 208408
Dallas, TX 75320-8408

Shaw INTEGRATED SOLUTIONS
Shaw Industries, Inc.

Phone: ( ) -
Fax: ( ) -

A Berkshire Hathaway Company

Proposal Submitted To	Attention	Phone	Fax	Date
Baldwin County Commission	Wanda Gautney	(251) 580-2531	( ) -	09/01/20

Proposal Name	Job Name	Job #
Baldwin County - Offices	Balwin County - Offices	124018

Street	Job Street	Proposal ID
312 Courthouse Square Suite 11	111 East 4th Street	139362

City, State and Zip	Architect	Date of Plans	Add #	Job City, State and Zip	Customer Job #	Customer PO
Bay Minette, AL 36507	Sourcewell			BAY MINETTE, AL 36507	None	None

We hereby submit specifications and estimates for:

Item Description	Color	Qty	UOM	Unit Price	Extended Price
Shaw Contract - Charisma Tile / 59561 / Graphic Loop-24" x 24"-22 oz. / 75 Boxes	61595/Clean Slate	400.00	SY	$19.98	$7,992.00
Shaw Contract - 5100 Pressure Sensitive Adhesive (Tile)		4.00	4 Gal	$79.54	$318.16
Estimated Freight		1.00	Each	$495.38	$495.38
				Base Bid Total:	**$8,805.54**

Proposal Inclusions and Exclusions:

1. Sourcewell Contract# 080819-SII
2. Local Contact: Justin Bixenman(334) 201-5158 justin.jixenman@shawcontract.com
3. Material title and risk of loss passes to the purchaser at the time of material delivery to the job site.
4. Please fax your Purchase Order to Shaw Integrated Solutions at fax # 706-428-3293 to initiate the order process. A purchase order is required before materials can be shipped.
5. A 2% fee will be assessed on the total bid amount at time of payment if utilizing a credit card.
6. Remit to Address: SHAW INTEGRATED SOLUTIONS, MAIL DROP 999, PO BOX 208408, DALLAS, TEXAS 75320-8408
7. Ship to: Delta Flooring, Inc. 213 East 1st Street, Bay Minette, AL 36507 Attn: Gayland Hadley (251) 937-0506 ext 103

We PROPOSE to perform the work complete in accordance with the specifications and as described above for the SUM of:

Signature: *Melanie Taylor* **Melanie Taylor** **$8,805.54**

Email: melanie.taylor@shawinc.com

Conditions of Proposal:

1. This proposal may be withdrawn if not accepted within 30 days of its issuance. Shaw will consider reasonable requests to engage in negotiations for revisions to this Proposal, including signing a subcontract that incorporates the terms of this Proposal.
2. This proposal is subject to credit review and approval. Payment terms are net 30 days. A convenience fee of 2% will be added if paying via credit card. Past due invoices are subject to service charges of 1.5% per month (18% per annum). In the case of any default, Customer shall pay Shaw's reasonable attorney fees and costs, including those on any appeal, even if no suit or action is filed.
3. All work shall be performed in a workmanlike manner according to industry standards. Areas to receive flooring shall be free and clear of debris. Any changes to the work shall be performed only after execution of a written change order.
4. Prior to commencement of Shaw's work: (a) Customer shall test all concrete sub floors receiving flooring for vapor emission levels and alkalinity per manufacturers' recommendations utilizing ASTM F2170 and/or F1869 and provide written results to Shaw, including a list of any sealers applied to the concrete sub floor; (b) If Customer does not provide such reports at least 10 days prior to commencement of Shaw's work, then Customer shall provide Shaw with access to all concrete sub floors for appropriate testing and Customer shall be responsible for the costs of such testing; and (c) Any concrete sub floors not meeting manufacturers' requirements for installation will require correction or the execution of a separate waiver agreement.
5. All work is contingent upon strikes, accidents or delays beyond Shaw's control. Customer shall carry insurance for all hazards, including fire. Shaw's workers are fully covered by Worker's Compensation and Liability Insurance.
6. Customer represents and warrants that: (a) the project site contains no hazardous or other dangerous substances, either exposed or concealed; or (b) Customer has given written notice to Shaw of all such substances and their location(s). To the fullest extent permitted by law, Customer shall indemnify, defend and hold Shaw harmless from any damage, claim, loss, expense and attorney fees related to Shaw's liability, if any, including any federal or state statute related to hazardous or other dangerous substances.
7. Notwithstanding anything herein to the contrary, all prices are subject to immediate increase without limitation in the event of material change to applicable duties, taxes, tariffs, similar charges, or other government action effective May 13, 2020.

ACCEPTANCE OF PROPOSAL: The above prices, specifications, and conditions are satisfactory and are hereby ACCEPTED. You are authorized to do the work as specified.

Customer: Baldwin County Commission **Signed:** _____ **Date:** _____

Delta Flooring, Inc.

213 East 1st Street
Post Office Box 847
Bay Minette, AL 36507
Phone: (251) 937-0506
Fax: (251) 937-0560

Bid Proposal

August 11, 2020

Baldwin County Commission

Subject: Bay Minette Commission Chambers
Reference: Flooring

Delta Flooring, Inc. is pleased to submit for your approval our proposal to furnish and install the following flooring for the above subject facility. Our pricing and scope of work is as follows:

Amount: $29,920.00

- Remove existing carpet.
- Remove existing hardwood flooring.
- Provide material and labor to prep floor.
- Provide labor to install owner furnished carpet tile.
- Provide and install metal nosing at elevated platform.
- Provide final cleaning of area.
- Furniture to be moved by the owner.

Notations and Clarifications:

1. Normal services will need to be provided such as electricity, lighting, ventilation, air, trash receptacles, water, etc.
2. Payment terms: Progressive payments Net 30 days from date of invoice.
3. The schedule of work must allow open access to the areas that are to be covered;
4. Work will be performed working normal hours Monday thru Friday 7AM to 3:30PM.

Thank you for giving Delta Flooring the opportunity to submit our proposal. If you should have any questions or require additional information, please give me a call.

Regards,

Gayland Hadley

State of Alabama)
County of Baldwin)

CONTRACT FOR PUBLIC WORKS SERVICES

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

WITNESSETH:

Whereas, the Baldwin County Commission staff obtained quote for the installation of new Carpet in Baldwin County Commission Administration Building located in Bay Minette, Alabama; and

Whereas, PROVIDER presented a quote to the COUNTY. Therefore, COUNTY wishes to retain PROVIDER, and PROVIDER wishes 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: Delta Flooring, Inc.

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

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: Delta Flooring, Inc.
ATTN: Gayland Hadley
P. O. Box 847
Bay Minette, AL 36507

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

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

"Quote for the Installation of new Carpet in Baldwin County Commission Administration Building located in Bay Minette, Alabama for the Baldwin County Commission described in Attachment A".

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 **$29,920.00.** Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services

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

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

XXII. Effective and Termination Dates. This Contract shall be effective and commence immediately upon the same date as its full execution and shall terminate upon either the expiration of no more than forty (40) days after the Notice to Proceed is given or upon a written notification received by either party within the required ten (10) day period. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

XXIII. Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason of an event or effect that the parties could neither have anticipated nor controlled. This

allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.

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

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

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

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

hereunder, or in the event of cancellation, termination or change in any such insurance, County may, at its option, suspend this Contract until insurance is obtained, terminate this Contract immediately without further action, or hold Provider in material default and pursue any and all remedies available.

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

COUNTY	ATTEST:
_____/_____	_____/_____
BILLIE JO UNDERWOOD, 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, Billie Jo Underwood, whose name as Chairman of Baldwin County Commission, and Wayne Dyess, whose name as County Administrator, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Professional and Construction Services, they, as such officers and with full authority, executed same knowingly and with full authority to do so on behalf of said Commission.

GIVEN under my hand and seal on this the _____ day of _____, 2020.

_____
Notary Public
My Commission Expires

SIGNATURE PAGE AND NOTARY PAGE TO FOLLOW

PROVIDER:

Delta Flooring, Inc.

_____/_____
By _____/Date
Its _____

State of Alabama)

County of Baldwin)

I, _____, Notary Public in and for said County and State, hereby certify that _____ as _____ of whose Delta Flooring, Inc. 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 Contract for Professional and Construction Services, he executed the same voluntarily on the day the same bears date for and as an act of said Delta Flooring, Inc.

GIVEN under my hand and seal on this the _____ day of _____, 2020.

_____
Notary Public
My Commission Expires

"ATTACHMENT A"

Delta Flooring, Inc.

213 East 1st Street
Post Office Box 847
Bay Minette, AL 36507
Phone: (251) 937-0506
Fax: (251) 937-0560

Bid Proposal

August 11, 2020

Baldwin County Commission

Subject: Bay Minette Commission Chambers
Reference: Flooring

Delta Flooring, Inc. is pleased to submit for your approval our proposal to furnish and install the following flooring for the above subject facility. Our pricing and scope of work is as follows:

Amount: $29,920.00

- Remove existing carpet.
- Remove existing hardwood flooring.
- Provide material and labor to prep floor.
- Provide labor to install owner furnished carpet tile.
- Provide and install metal nosing at elevated platform.
- Provide final cleaning of area.
- Furniture to be moved by the owner.

Notations and Clarifications:

1. Normal services will need to be provided such as electricity, lighting, ventilation, air, trash receptacles, water, etc.
2. Payment terms: Progressive payments Net 30 days from date of invoice.
3. The schedule of work must allow open access to the areas that are to be covered;
4. Work will be performed working normal hours Monday thru Friday 7AM to 3:30PM.

Thank you for giving Delta Flooring the opportunity to submit our proposal. If you should have any questions or require additional information, please give me a call.

Regards,

Gayland Hadley

STATE OF ALABAMA

CERTIFICATE OF COMPLIANCE FOR PUBLIC WORKS PROJECT

BALDWIN COUNTY

THE UNDERSIGNED hereby certifies that the following described final Contract(s) and/or bond(s) to be awarded is let in compliance with Title 39, Code of Alabama, 1975, and all other applicable provisions of law, to-wit:

"Quote for Installation of New Carpet in the Baldwin County Commission Administration Building Located in Bay Minette, Alabama".

IN WITNESS WHEREOF, this Certification is executed this the _____ day of _____, 2020.

BALDWIN COUNTY COMMISSION

By:_____
As Its Chairman

ATTEST:

By:_____
As Its County Administrator

Baldwin County Commission

Agenda Action Form

File #: 20-1502, **Version:** 1 **Item #:** BE10

Meeting Type: BCC Regular Meeting
Meeting Date: 9/15/2020
Item Status: New
From: Judge Carmen Bosch
Rodney Criswell, Chief Probation Officer
Ronald J. Cink, Budget Director
Submitted by: Christie Davis, Senior Budget Accountant

ITEM TITLE
Acceptance of Fiscal Year 2020-2021 Alabama Department of Youth Services (ADYS) Grant Agreement on Behalf of the Baldwin County Juvenile Court and Approval of The Bridge, Inc. Agreement related to the ADYS Grant Funds

STAFF RECOMMENDATION
Take the following actions:

1) Accept and authorize the execution of the Alabama Department of Youth Services (ADYS) Grant Agreement for Fiscal Year 2020-2021 (beginning October 1, 2020 and ending September 30, 2021) in the amount of $314,936.00 on behalf of the Baldwin County Juvenile Court, The Bridge, Inc.; and

2) Authorize the execution of a service agreement with The Bridge, Inc. for Fiscal Year 2020-2021 (beginning October 1, 2020 and ending September 30, 2021) in an amount not to exceed $314,936.00 on behalf of the Baldwin County Juvenile Court.

BACKGROUND INFORMATION

Previous Commission action/date: The grant application and a change in service provider from Youth Advocate Programs, Inc. to The Bridge, Inc. were authorized during the March 6, 2019, Regular Meeting.

Background: Baldwin County initially received ADYS funds in 2009. Funds are used to provide non-residential services for Baldwin County youth who would otherwise be committed to the ADYS. The Bridge, Inc., using the Transitions Baldwin Program, will offer highly individualized services to adolescents experiencing behavior and legal issues.

FINANCIAL IMPACT

Total cost of recommendation: Not to exceed $314,936.00

Budget line item(s) to be used: TBD.5150

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

LEGAL IMPACT

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

Reviewed/approved by: Approved by L Coker 9/4/20

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration staff and Baldwin County Juvenile Court staff

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Administration staff to obtain signatures on the agreements, prepare a cover letter to ADYS, and send the original acceptance documents via FedEx to ADYS. Administration staff will also send an executed copy of The Bridge, Inc. agreement to The Bridge, Inc. Please copy Judge Carmen Bosch and Officer Rodney Criswell on all items.

ADYS address:
Alabama Department of Youth Services
Support Operations - Accounting
Attn: Becky Hathcock
Post Office Box 66
Mt. Meigs, Alabama 36057

The Bridge, Inc. address:
The Bridge, Inc.
Attn: Tim Nagher, Executive Director
3232 Lay Springs Road
Gadsden, Alabama 35904

Additional instructions/notes: N/A

ALABAMA DEPARTMENT OF YOUTH SERVICES
AGENCY GRANT AGREEMENT
Fiscal Year 2020 – 2021

The Alabama Department of Youth Services hereby awards to

Baldwin County Commission
(Fiscal Agent, hereinafter called Recipient)

the amount of ***Three hundred fourteen thousand nine hundred thirty-six dollars ($314,936.00.).***

These funds shall be used to fund non-residential services for Baldwin County youth who would otherwise be committed to the Department of Youth Services (DYS) during this fiscal year. Based on youth needs, the Baldwin County Juvenile Court (BCJC) will develop or collaborate in the development of a diversion program, which may include the identification and selection of community providers. As a result of the interventions funded by these monies and based on the estimates provided in the grant application, the parties expect that Baldwin County will provide diversion program services to **40** youth annually with an ongoing capacity of **20** youth at any given time. Thereby aiding in a reduction of county commitments to DYS (including CLIMB, formerly known as HIT), barring a significant increase in serious juvenile crime (i.e. violent felonies, felony sex offenses). To assist juvenile courts in the provision of services for children in need of supervision (CHINS), DYS will permit the program to provide diversion services to no more than **10%** of youth with CHINS offenses.

These funds shall be utilized for the following purpose/activities:

The Transitions Baldwin Program offers highly individualized services to adolescents experiencing behavioral and legal issues. Services include needs assessments, treatment plans, family needs assessment, clinical group and individual therapy, in-home services, parenting education, transportation and supervision for community service projects, and family counseling and anger management therapy and follow-up care, These services are provided as an alternative to DYS commitment for youth within Baldwin County. Baldwin Co Juvenile Court and the Baldwin Co Commission shall contract with The Bridge, Inc. to administer these services.

The program that receives funding from this grant will:

- Serve youth who would have historically been committed to the Alabama Department of Youth Services (CLIMB or regular DYS) in the absence of the funded program. Specifically, this includes youth with the following characteristics:
    - Males and Females between the ages of 12-18
    - Delinquent youth with a medium to very high risk of re-arrest, as determined by the risk assessment instrument available on the DYS website
    - Youth with substance abuse that require inpatient treatment, sex offenders, and youth adjudicated for crimes involving weapons may be excluded from the program.
- Be developed by or in collaboration with the ***Baldwin County Juvenile Court (BCJC);***
- Conduct regular self-evaluations of program effectiveness, including evaluations that track outcomes for children served by the program;
- Maintain data on program participants as required in the DYS Grantee Information Management System database (GIMS) on a monthly basis.
- Produce an annual report by November 30, for the October - September fiscal year utilizing the form available on the DYS website. Each such completed annual report shall be made available to the Alabama Department of Youth Services no later than November 30. Decisions about renewing grants may be made

based on the court's ability to show through these reports that the funds have been effective in diverting youth from commitment to DYS or CLIMB.

To ensure fiscally responsible management of state funds, quarterly evaluative criteria are integral to the diversion grant funding process. These criteria include, at a minimum, program adherence to youth capacity, annual numbers, average length of stay, and successful completion rates. At any given time within a quarter, program population numbers will be reviewed. If at the time of review the total number of youth reported in GIMS is below 50% of the maximum capacity, an initial warning will be provided. If a subsequent review during the following quarter indicates that the program population remains below 50% maximum capacity, the program may receive a 25% reduction in funding for the following quarter(s). Program and/or designated court representatives will be given an opportunity to explain the low population numbers. However, final reduction determinations will be made by DYS administration.

Both BCJC and DYS acknowledge that this Award may be terminated at will by BCJC or DYS for any reason. Any funds remaining from the award shall be returned to DYS upon the termination of said award.

The grant award contained herein is payable in installments, subject to the availability of funds and adjustments by the Alabama Department of Youth Services, as it deems necessary or advisable. All parties agree that prior year funds may be available to fund this program and have and/or will be applied to the total grant award. Any unexpended grant fund amounts shall be reported to DYS no later than November 1st. Nothing contained herein shall be deemed to be a debt of the State of Alabama in the contravention of the laws and constitution of the State of Alabama.

By signing this agreement, the contracting parties, including sub-contractors, agree that representatives of the Department of Youth Services will conduct site visits (both announced and unannounced), and that all records pertaining to the program, including financial records will be made available for review.

The Recipient or its designee shall administer the services for which this grant is awarded, in accordance with the grant application, and applicable rules, regulations and conditions as set forth by the Department. This agreement is a continuation of the prior year agreement and is for a one-year period. Nothing contained herein shall be deemed to be a debt of the State of Alabama in the contravention of the laws and constitution of the State of Alabama.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

ALABAMA DEPARTMENT OF YOUTH SERVICES

BY: _____ BY: _____

Steven P. Lafreniere
Executive Director

Legal Review
Approved as to form only.

ACCEPTANCE OF AWARD

Recipient hereby signifies its acceptance of the grant award and the terms and conditions set forth, this the _____ day of _____, 2020.

BY: _____ BY: _____

Diversion Program (Director/Agent)

Baldwin County Commission (Fiscal Agent)

State of Alabama
Agreement
Between
The Baldwin County Commission
And
The Bridge, Inc.

Term: 10/01/2020 - 09/30/2021	**Amount:** $314,936.00

This Agreement (the "Agreement") is entered into this _____ day of _____, 2020, between the Baldwin County Commission, the governing body of Baldwin County, Alabama (hereinafter referred to as the "Commission") and The Bridge, Inc., an Alabama non-profit corporation (hereinafter referred to as the "The Bridge").

WHEREAS, the Baldwin County Transitions Program (the "Program") offers highly individualized services to adolescents experiencing behavioral and legal issues in Baldwin County as an alternative to their being committed to the Department of Youth Services ("DYS");

WHEREAS, the Commission is the designated authority seeking the implementation of the Program in Baldwin County, Alabama; and

WHEREAS, the Commission desires to have the Program operated and managed by an organization with experience in adolescent programs; and

WHEREAS, the Commission recognizes that the purposes for which The Bridge was organized includes the provision of services to youth dealing with drug abuse and related problems in Baldwin County, Alabama, and, therefore, based upon the aforementioned benefits endowed upon the general public, the Commission desires that The Bridge undertake the operation and management of the Program under the terms and conditions set out herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1: Services:

a) The Bridge hereby agrees to undertake the operation and management responsibilities of the Baldwin County Transitions Program to provide treatment and diversion services for juveniles in Baldwin County, Alabama. The Bridge agrees to operate the Program under the terms of this Agreement.

b) The Bridge agrees that the Program shall serve youth who would have historically been committed to DYS in the absence of the funded program. Specifically, this includes youth with the following characteristics: males and

females between the ages of 12-18; delinquent youth with a medium to very high risk of re-arrest, as determined by the risk assessment instrument available on the DYS website; and youth with substance abuse that require inpatient treatment, sex offenders, and youth adjudicated for crimes involving weapons may be excluded from the program.

c) The Bridge acknowledges and agrees that the Program shall be developed by or in collaboration with the Baldwin County Juvenile Court ("BCJC");

d) The Bridge shall conduct regular self-evaluations of Program effectiveness, including evaluations that track outcomes for children served by the Program;

e) The Bridge shall maintain data on program participants as required in the DYS Grantee Information Management System database (GIMS) on a monthly basis.

f) The Bridge shall produce an annual report by November 30, for the October - September fiscal year utilizing the form available on the DYS website. Each such completed annual report shall be made available to the DYS no later than November 30. Decisions about renewing grants may be made based on the court's ability to show through these reports that the funds have been effective in diverting youth from commitment to DYS.

Section 2: Duty to Cooperate: The parties acknowledge that their cooperation is critical to the ability of The Bridge to perform its duties successfully and efficiently. Accordingly, each party agrees to cooperate with the other fully in formulating and implementing The Bridge's recommendations. Both parties agree to cooperate with all audits, reviews, or inspections.

Section 3: Standard for Program Operation. While the Program is under the management and control of The Bridge, The Bridge's operation of the Program will, subject to limitations beyond the control of The Bridge, conform to applicable federal, state, and local statutes and ordinances and the laws of the State of Alabama.

Section 4: Insurance. The Bridge, at its sole cost and expense, shall provide for comprehensive liability coverage and workers' compensation for all of The Bridge's agents, servants, employees, personnel and other persons connected in any way to the operation and the management of the Program. The Bridge's agents, servants, employees, and personnel are not and shall not be treated as employees of the Commission.

Section 5: Juvenile Records. The Bridge will have written policies and procedures to govern a juvenile record system. Information contained in the juvenile records shall be consistent with that required by the Alabama Department of Youth Services. All information shall be considered confidential and is subject to release or disclosure only to authorized representatives of the agency having jurisdiction over the juvenile.

Section 6: Term. The Term of the Agreement shall commence on **10/01/2020** and shall run through **09/30/2021** and may be extended only by mutual written agreement of the Commission and The Bridge. The Bridge understands that the term of this Agreement and any subsequent renewal periods is entirely dependent on necessary funds being paid to the Commission for the compensation specified herein and thus the Commission is under no obligation to renew this Agreement.

Section 7: Compensation for Services. The Commission hereby agrees to pay The Bridge as compensation for their services related to this Agreement for the period commencing on **10/01/2020** and ending **09/30/2021,** the sum of **$314,936.00** dollars, payable in four quarterly installments of **$78,734.00.** These monies will be paid from the Program grant through the Department of Youth Services. The parties agree that the compensation to The Bridge for any renewal periods will be negotiated by the parties beginning not later than sixty (60) days prior to each such remaining annual period. In the event the parties are not able to agree on the compensation for said remaining annual periods, The Bridge shall continue operation of the Facility for the then existing compensation for a period through and including thirty (30) days from delivery of written notice of termination of this Agreement.

Section 8: Billing for Services. The Bridge will submit an invoice to the Commission in four quarterly installments **(October 1, 2020, January 31, 2021, May 31, 2021, and September 30, 2021)** for services rendered. Payment will be made within ten (10) days of the Commission receiving the grant funds from the Department of Youth Services.

Section 9: Unusual Occurrences and Incidents. The Bridge will immediately notify the Commission in the event of an unusual occurrence or incident and thereafter as requested and as soon as practical, furnish written notification of such occurrence or incident. In the event of a disturbance caused by a client, or if any security threat or peril should occur within or outside the Program, the Commission shall be notified immediately. The Bridge will cooperate with the Commission and local law enforcement agencies.

Section 10: Breach, Notice, and Cure. In the event of a breach of any obligation or covenant under this Agreement, the non-breaching party may give the breaching party written notice of the specifics of the breach, and the breaching party shall have ten (10) days in which to cure the breach. Only if the breach is not cured within such period shall the non-breaching party may terminate this Agreement and shall be entitled to pursue any remedies it may have due to the breach. In the event that any provision contained in this Agreement shall be breached by either party and thereafter waived by either party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach.

Section 11: Hold Harmless. The Bridge agrees to defend, indemnify and hold harmless the Commission as well as its elected officials, officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be

injured or damaged as a result of acts, omissions, or negligence on the part of The Bridge, its employees, or any person acting for or on its or their behalf relating to this Agreement.

Section 12: Prohibition of Assignment. The Commission acknowledges that the nature of the services to be rendered under this Agreement are unique and based on The Bridge's expertise and that as a consequence of such, the Commission is prohibited from assigning duties or obligations under the terms of this Agreement without the consent of The Bridge.

Section 13: Notice. If notice or demand of any kind is to be given by any party to any other party, it shall be in writing, signed by the party giving it, directed to the intended recipient with sufficient postage prepaid, certified mail, addressed as follows:

To the Commission:

Billie Jo Underwood, Chairman
Baldwin County Commission
Baldwin County Administration Building
County Commission Office
322 Courthouse Square
Bay Minette, AL 36507

To The Bridge:

Tim Naugher, Executive Director
The Bridge
3232 Lay Springs Road
Gadsden, AL 35904

Section 14. 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.

Section 15. Attorney's Fees. Notwithstanding anything contained herein to the contrary, should 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, Seller shall be entitled to recover from Purchaser all reasonable costs, damages, and expenses, including reasonable attorneys' fees, expended or incurred in connection therewith.

Section 16. Amendment. This Agreement may be amended, each party may take any action herein prohibited or omit to take action herein required to be performed by it,

and any breach of any covenant, agreement, warranty or representation may be waived, only if each party has obtained the written consent waiver of the other party as to that specified breach only.

Section 17. 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.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties have executed this Agreement effective the date last signed below.

THE BRIDGE:

The Bridge, Inc.

_____

Tim Naugher, Executive Director

Date:_____

THE COMMISSION:

The Baldwin County Commission

_____

Billie Jo Underwood, Chairman

Date:_____

ATTEST:

_____

Wayne Dyess
County Administrator

Baldwin County Commission

Agenda Action Form

File #: 20-1478, **Version:** 1 **Item #:** BE11

Meeting Type: BCC Regular Meeting
Meeting Date: 9/15/2020
Item Status: New
From: Ronald J. Cink, Budget Director
Submitted by: Christie Davis, Senior Budget Accountant

ITEM TITLE
Resolution #2020-129 - Fiscal Year 2020 - Year End Budget Amendment

STAFF RECOMMENDATION
Adopt Resolution #2020-129 amending the Fiscal Year 2020 Budget (Resolution #2019-143 and Resolution #2019-144, adopted September 20, 2019) to authorize the movement of budget funds in various accounts within Funds 001, 111, 120, and 165.

BACKGROUND INFORMATION

Previous Commission action/date: Fiscal Year 2020 Budget was passed on September 20, 2019.

Background: The Fiscal Year 2020 Budget was passed on September 20, 2019 via Resolution #2019-143 and Resolution #2019-144. The Sheriff is requesting that available funds be moved from Contract Services, an operating expense, to Motor Vehicle Equipment, a capital expense, to cover the cost of the recently approved Utility Services Agreement. The Building Inspection Department is asking for available capital funds to be moved to Building Repairs and Maintenance, an operating expense, to cover current building renovation needs and to Office/Computer Equipment, an operating expense, for a small piece of furniture for storage purposes. The Planning and Zoning Department is asking that available budgeted operating funds (Training and Court Reporting) be shifted to a capital account to cover the purchase of a printer. In an effort to reconcile current accounting software records prior to the conversion to new accounting software, the Highway Department is requesting several adjustments that hit both revenue and fund balance accounts. Budget staff respectfully requests Resolution #2020-129 be approved.

FINANCIAL IMPACT

Total cost of recommendation: N/A

Budget line item(s) to be used: various

If this is not a budgeted expenditure, does the recommendation create a need for funding?
N/A - the entries being made are to roll forward funds, recognize revenues received, and move budget amounts within current Department budgets; no new funding is being requested.

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: Christie Davis, Senior Budget Accountant

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Upon Commission approval, Christie Davis will enter the Budget Amendment Resolution.

Additional instructions/notes: N/A

STATE OF ALABAMA)

COUNTY OF BALDWIN)

RESOLUTION #2020-129
OF THE
BALDWIN COUNTY COMMISSION

BE IT RESOLVED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, that we hereby amend the Baldwin County Fiscal Year 2020 Budget and that the following estimates of revenues and expenses, as related thereto, are hereby adopted and those revenues and expenses are appropriated as follows:

Account	**Description**	**Debit**	**Credit**
52100.5550.3	Sheriff's Department – Motor Vehicle Equipment	220,867	
52100.5150	Sheriff's Department – Contract Services		220,867
52710.5231	Building Inspection Dept. – Building Repairs/Maintenance	8,500	
52710.5211.1	Building Inspection Dept. – Office/ Computer Equipment	1,300	
52710.5500	Building Inspection Department - Capital		9,800
52730.5500	Planning Department - Capital	6,503	
52730.5150.002	Planning Department – Court Reporter		1,503
52730.5170	Planning Department - Training		5,000
165.35000	GOMESA – Fund Balance	4,853	
203616.5213	Kings Landing Rd Project		4,853
0205416.5150	Repairs to Bon Secour Dredge Site (roll forward)	444,213	
0206916.5150	Lillian Shoreline (roll forward)	33,000	
0213419.5150	Old Hwy 31 Intersection Imp. (roll forward)	10,000	
0211019.5406	Mannich Ln (roll forward)	10,267	
0210919.5406	Breman Rd (roll forward)	2,000	
0206818.5150	County Rd 64 Roundabout (roll forward)	107,000	
0218017.5213	Hoyle Bryars Bridge W (roll forward)	15,820	
0203317.5150	Co Rd 1 Sidewalk - Apply TAP Grant to project	360,000	
0213819.5150	Budget set-up for Signal Install at CR28 & SR59 Project	75,000	
0206418.5165	Budget set-up Guardrail HRRR Project	5,622	
0220919.5150	Sonnie Lynn Ln AFM Project	15,000	
111.35000	Highway – Fund Balance		622,300
111.44910	Int Gov Contracts		440,622
111.47900.003	Citizen Participation Revenue		15,000

DONE, under the Seal of the County of Baldwin, at the County Seat in Bay Minette, Alabama, on this the 15th day of September 2020.

_____
Commissioner Billie Jo Underwood, Chairman

ATTEST:

_____
Wayne Dyess, County Administrator

Baldwin County Commission

Agenda Action Form

File #: 20-1459, **Version:** 1 **Item #:** BE12

Meeting Type: BCC Regular Meeting
Meeting Date: 9/15/2020
Item Status: New
From: Ronald J. Cink, Budget Director
Submitted by: Christie Davis, Senior Budget Accountant

ITEM TITLE
*Adoption of the Baldwin County Fiscal Year 2020-2021 Budget

STAFF RECOMMENDATION
Fiscal Year 2021 Budget Presentation will be given at the September 15, 2020 regular meeting prior to the approval of the FY 2021 Budget.

Take the following actions:

1) Adopt Resolution #2020-126 of the Baldwin County Commission, which, pursuant to Amendment No. 750 and Amendment No. 772 to the Constitution of Alabama 1901 and related to the promotion of local economic and industrial development, provides for respective determinations by the Baldwin County Commission that a variety of expenditures of public funds, as relates to a myriad of appropriations authorized by the Baldwin County Fiscal Year 2020-2021 Budget, will respectively, serve valid and sufficient public purposes; and

2) Adopt Resolution #2020-127 of the Baldwin County Commission which adopts the Baldwin County Fiscal Year 2020- 2021 Budget; and

3) Approve the attached Highway Projects list for Fiscal Year 2021 that ties to Resolution #2020-127.

Please vote on each recommendation separately.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Proof of Publication has been added to attachments.

Staff respectfully asks that each Resolution be voted on separately and in the order indicated in the Staff Recommendation.

The first recommended action, Resolution #2020-126, provides for the respect and acknowledgment of Amendment No. 750 and Amendment No. 772 to the Constitution of Alabama 1901. Amendment No. 750 and Amendment No. 772 provide additional authority for the Baldwin County Commission and municipal governments in the county to promote local economic and industrial development. Since the Baldwin County Fiscal Year 2020-2021 Budget involves expenditures (grants) of public funds to firms, corporations or other business entities, public or private, which could be construed or tied to the promotion of local economic and industrial development, staff accomplished the procedures provided in Amendment No. 750 and Amendment No. 772 to inform the public of the proposed actions. Staff reviewed the proposed appropriations with the Baldwin County Commission during several public special meetings related to the Baldwin County Commission's Fiscal Year 2020-2021 Budget Deliberations. In accordance with Amendment No. 750 and Amendment No. 772, notification (by public notice) to the public was published in the Sunday, September 6, 2020 edition of the Mobile Press Register newspaper which is the newspaper having the largest circulation in Baldwin County. Further, Resolution #2020-126, is required to be adopted setting forth the respective determinations of the Baldwin County Commission that the variety of expenditures of public funds, as relates to a myriad of appropriations authorized by the Baldwin County Fiscal Year 2020-2021 Budget, will, respectively, serve a valid and sufficient public purpose.

The second action, Resolution #2020-127, provides for the adoption of the Baldwin County Fiscal Year 2020-2021 Budget.

FINANCIAL IMPACT

Total cost of recommendation: Fiscal Year 2021 Budget is $185,606,144.

Budget line item(s) to be used: various

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? Yes, for Resolution #2020-126

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: Christie Davis, Senior Budget Accountant

Action required (list contact persons/addresses if documents are to be mailed or emailed):
The Fiscal Year 2020-2021 Budget will be posted to the County website once it is approved, and budget books will be available at each Commission Office and the Baldwin County Archives facility.

Additional instructions/notes: N/A

BALDWIN COUNTY BUDGET

2021 Fiscal Year Budget

2021 FY Budget Highlights

The Baldwin County Commissioners are proud to present the Fiscal Year 2021 Budget.

- This year the Commission focused on personnel management, park improvements, and the continuation of several large infrastructure projects.
- The Commission included a new funding source in the budget related to Motor Fuel Tax Act 2019-2, the Federal Aid Exchange Fund.
- Economic development within the County remains a top priority for the Commission.
- Customer service in County activities and facilities remains a priority.

2021 Total Budget by Fund

Fund Description	FY 2021 Budget Amount
General Fund	39,846,924
Sheriff	33,617,943
Probate Judge	4,509,369
Revenue Commissioner	1,891,435
Total General Fund	79,865,671
Health Tax Fund	2,451,000
County Transportation Fund	66,126
Legislative Delegation Fund	358,254
Juvenile Detention Fund	1,678,042
Archives Fund	492,093
Animal Shelter Fund	2,486,713
Seven Cent Highway Fund	32,069,473
Road & Bridge Fund	13,430,000
PH & T Fund	875,000

2021 Total Budget by Fund (cont'd)

Fund Description	FY 2021 Budget Amount
Severed Material Tax Fund	204,000
Rebuild Alabama Fund	1,601,000
Capital Improvements Fund	720,300
RRR Fund	2,689,620
Federal Aid Exchange Fund	800,000
Reappraisal Fund	5,519,824
Council on Aging Fund	712,303
Section 18 (BRATS) Fund	4,514,445
Parks Fund	2,220,640
GOMESA Fund	2,825,000
Capital Projects Fund	4,000,000

2021 Total Budget by Fund (cont'd)

Fund Description		FY 2021 Budget Amount
Solid Waste Fund		10,420,302
Solid Waste Collection Fund		13,253,655
Community Corrections Fund		1,167,874
Planning & Zoning Commission Fund		45,200
Juvenile Court Fund		750,000
Oil & Gas Trust Fund		388,909
Total	**$**	**185,606,144**

Budget Comparisons by Fund

Year to Year Comparisons by Fund	FY 2021	FY 2020	% Change
General Fund	39,846,924	38,145,969	4.5%
Sheriff	33,617,943	71,066,155	-52.7%
Probate Judge	4,509,369	4,302,702	4.8%
Revenue Commissioner	1,891,435	1,899,308	-0.4%
Total General Fund	79,865,671	115,414,134	-30.8%
Health Tax Fund	2,451,000	2,444,292	0.3%
County Transportation Fund	66,126	67,384	-1.9%
Legislative Delegation Fund	358,254	333,615	7.4%
Juvenile Detention Fund	1,678,042	1,617,799	3.7%
Archives Fund	492,093	519,811	-5.3%
Animal Shelter Fund	2,486,713	2,151,069	15.6%
Seven Cent Highway Fund	32,069,473	35,557,135	-9.8%
Road & Bridge Fund	13,430,000	12,635,465	6.3%
PH & T Fund	875,700	826,000	6.0%
Severed Material Tax Fund	204,000	205,000	-0.5%
Rebuild Alabama Fund	1,601,000	1,279,536	25.1%

Budget Comparisons by Fund (cont'd)

Year to Year Comparisons by Fund	FY 2021	FY 2020	% Change
Capital Improvements Fund	720,300	710,100	1.4%
RRR Fund	2,689,620	2,689,620	0.0%
Federal Aid Exchange Fund	800,000	-	100.0%
Reappraisal Fund	5,519,824	5,268,695	4.8%
Council on Aging Fund	712,303	640,247	11.3%
Section 18 (BRATS) Fund	4,514,445	4,303,883	4.9%
Parks Fund	2,220,640	2,124,550	4.5%
GOMESA Fund	2,825,000	2,845,000	-0.7%
Capital Projects Fund	4,000,000	-	100.0%
Solid Waste Fund	10,420,302	10,456,766	-0.3%
Solid Waste Collection Fund	13,253,655	10,069,637	31.6%
Community Corrections Fund	1,167,874	1,065,358	9.6%
Planning & Zoning Commission Fund	45,200	40,400	11.9%
Juvenile Court Fund	750,000	690,000	8.7%
Oil & Gas Trust Fund	388,909	462,998	-16.0%
Total	**185,606,144**	**225,756,826**	**-17.8%**

2021 Budget Compared to Prior Years ($ in millions)

	FY 17	FY 18	FY 19	FY 20	FY21
Total Budget Amount	126.5	145.8	181.7	225.8	185.6
Budget Change from Prior Year		15%	25%	24%	(18%)

Total Budget Change from FY 2017 to FY 2021	47%

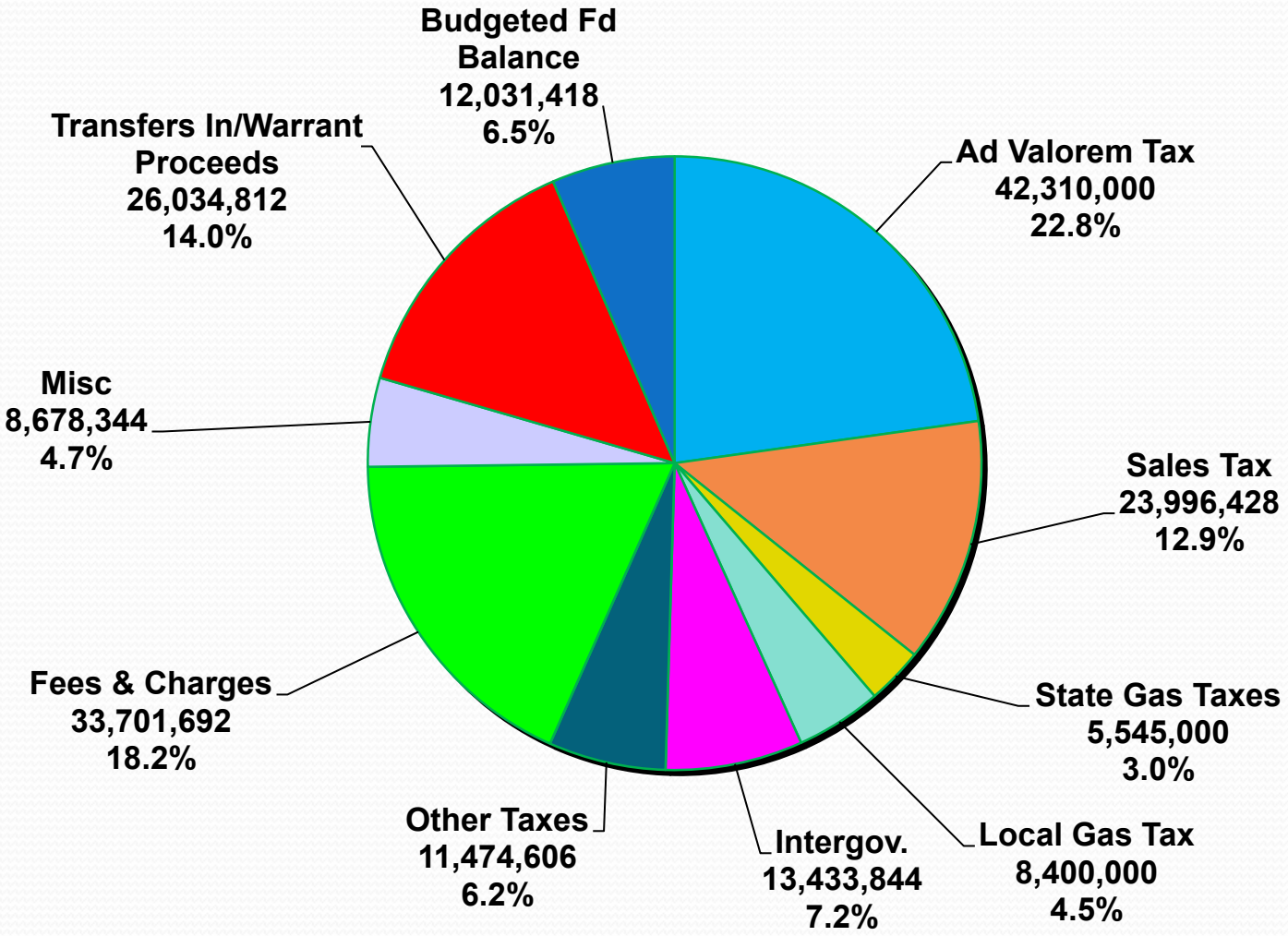
2021 Budget
Salary and Headcount

($ in millions)

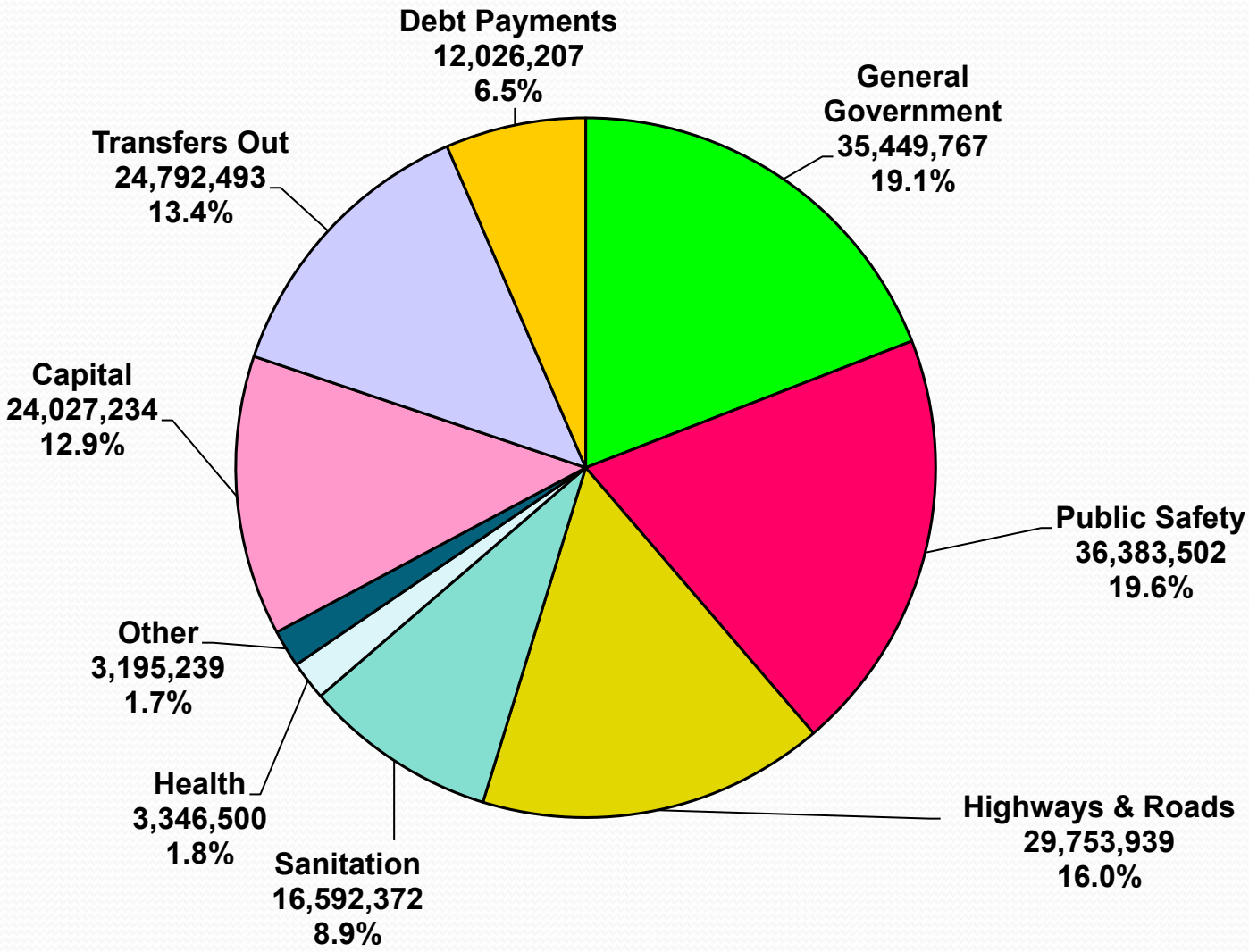
	FY 17	FY 18	FY 19	FY 20	FY 21
Salary $	25.39	27.08	27.54	29.81	31.90
Percent of Budget	24.56%	22.47%	17.82%	19.27%	17.19%
Revenue Total	74	78	80	86	92
Probate Total	59	60	61	62	66
Commission	457	466	478	470	485
- Part Time	24	24	26	18	18
- Vacant	24	34	48	88	69
Supplemental	17	17	17	18	18
Total Headcount	655	679	710	742	748

* Data on this slide excludes Sheriff

FY 2021 Budget Summary of Revenue and Other Sources



FY 2021 Budgeted Expenses by Function of Government



2021 FY Baldwin County Budget

- Complete Budget can be found at WWW.BALDWINCOUNTYAL.GOV

STATE OF ALABAMA)

COUNTY OF BALDWIN)

RESOLUTION #2020-126
OF THE
BALDWIN COUNTY COMMISSION

PURSUANT TO AMENDMENT NO. 750 AND/OR AMENDMENT NO. 772 TO THE CONSTITUTION OF ALABAMA 1901, AND RELATED TO THE PROMOTION OF LOCAL ECONOMIC AND INDUSTRIAL DEVELOPMENT, PROVIDING FOR RESPECTIVE DETERMINATIONS BY THE BALDWIN COUNTY COMMISSION THAT A VARIETY OF EXPENDITURES OF PUBLIC FUNDS, AS RELATES TO A MYRIAD OF APPROPRIATIONS AUTHORIZED BY THE BALDWIN COUNTY FISCAL YEAR 2020-2021 BUDGET, WILL, RESPECTIVELY, SERVE VALID AND SUFFICIENT PUBLIC PURPOSES.

WHEREAS, Amendment No. 750 and/or Amendment No. 772 to the Constitution of Alabama 1901 authorizes, among other things enumerated within said Amendment and for the promotion of local economic and industrial development, the Baldwin County Commission to lend its credit or grant public funds and things of value in aid of or to any individual, firm, corporation, or other business entity, public or private, for the purpose of promoting the economic and industrial development of Baldwin County; and

WHEREAS, further, Amendment No. 750 and/or Amendment No. 772 to the Constitution of Alabama 1901 provides that the authority provided by said Amendment be exercised only after the following has been accomplished:

[1] The action proposed to be taken by the Baldwin County Commission is at a public meeting of the governing body of Baldwin County by resolution containing a determination by the Baldwin County Commission that the expenditure of public funds for such purpose will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities; and

[2] At least seven days prior to the public meeting, a notice is published in the newspaper having the largest circulation in the county describing in reasonable detail: [i] the action proposed to be taken, [ii] a description of the public benefits sought to be achieved by such action and [iii] identifying each individual, firm, corporation, or other business entity to whom or for whose benefit Baldwin County proposes to lend its credit or grant public funds or thing of value; and

WHEREAS, at this time, the Baldwin County Commission is considering the adoption of the Baldwin County Fiscal Year 2020-2021 Budget, codified as *Resolution #2020-127 of the Baldwin County Commission*, in conformance with applicable Alabama law and during the September 15, 2020, regular meeting of said honorable county governing body; and

WHEREAS, within said Baldwin County Fiscal Year 2020-2021 Budget, the Baldwin County Commission has proposed several appropriations, which would include respective grants and payments of public funds, to firms, corporations, or other business entities, public or private, for the purpose of promoting the economic and industrial development of Baldwin County; now therefore

BE IT RESOLVED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, That pursuant to the authority provided by Amendment No. 750 and/or Amendment No. 772 to the Constitution of Alabama 1901, the Baldwin County Commission, by this instrument, a resolution of the Baldwin County Commission, authorizes a myriad of actions (appropriations), which would include respective grants and payments of public funds, to firms, corporations, or other business entities, public or private, for the purpose of promoting the economic and industrial development of Baldwin County, as listed below and as part of the Baldwin County Fiscal Year 2020-2021 Budget, as adopted during the September 15, 2020, regular (public) meeting of the Baldwin County Commission, said actions (appropriations) as follows:

[1] An appropriation not to exceed $72,000 to Adams and Reese LLP; and
[2] An appropriation of $380,000 to the Baldwin County Economic Development Alliance, Inc.; and
[3] An appropriation of $3,200 to the Baldwin County Heritage Museum Association, Inc.; and
[4] An appropriation of $5,000 to the Central Baldwin Chamber of Commerce; and
[5] An appropriation of $42,000 to Christie Strategy Group; and
[6] An appropriation of $5,000 to the Eastern Shore Chamber of Commerce; and
[7] An appropriation of $5,000 to the North Baldwin Chamber of Commerce; and
[8] An appropriation not to exceed $50,000 to the South Baldwin Chamber of Commerce; and
[9] An appropriation of $25,000 to Southwest Alabama Workforce Development Council; and
[10] An appropriation of $10,000 to the USS Alabama Battleship Commission; and
[11] An appropriation not to exceed $114,000 to Van Scoyoc Associates, Inc.

FURTHER, BE IT RESOLVED, That, respecting Amendment No. 750 and/or Amendment No. 772 to the Constitution of Alabama 1901, the Baldwin County Commission, by this instrument, a resolution of the Baldwin County Commission, as adopted during the September 15, 2020, regular (public) meeting of the Baldwin County Commission provides respective determinations by said county governing body that the individual actions (appropriations), as above referenced, which involve respective expenditures (grants) of public funds to firms, corporations, or other business entities, public or private, for the purpose of promoting the economic and industrial development of Baldwin County will each serve a valid and sufficient public purpose, notwithstanding any respective incidental benefit accruing to any private entity or entities, said respective determinations as follows:

[1] As above recited, the appropriation not to exceed $72,000 to Adams and Reese, LLP, shall serve a valid and sufficient public purpose for Adams and Reese, LLP, to, among other things enumerated in the applicable Agreement with Baldwin County, provide consulting and advising services to the Baldwin County Commission with regard to specific federal, state and economic development representation that shall enhance Baldwin County's presence before federal, state and other agencies and will help leverage resources to increase Baldwin County's quality of life, long term planning, economic growth and competitiveness.

[2] As above recited, the appropriation of $380,000 to the Baldwin County Economic Development Alliance, Inc., shall serve a valid and sufficient public purpose for the Baldwin County Economic Development Alliance, Inc., to, among other things enumerated in the applicable Agreement with Baldwin County, work for the mutual economic and industrial development of Baldwin County; further, to continue a public / private partnership program for economic development in Baldwin County; further, to

recruit new economic development investment; further, to seek, discover and endeavor to attract and promote new and expanding commercial prospects within Baldwin County, and to create new jobs and employment and economic improvements and expansion for the benefit of the citizens of Baldwin County.

[3] As above recited, the appropriation of $3,200 to the Baldwin County Heritage Museum Association, Inc. shall serve a valid and sufficient public purpose for the Baldwin County Heritage Museum Association, Inc. to, among other things enumerated in the applicable Agreement with Baldwin County, provide access to their public "Baldwin County Heritage Museum" which remains a public museum promoting the economic well-being of the citizens of Baldwin County, by and through a myriad of activities related to tourism.

[4] As above recited, the appropriation of $5,000 to the Central Baldwin Chamber of Commerce shall serve a valid and sufficient public purpose for the Central Baldwin Chamber of Commerce to, among other things enumerated in the applicable Agreement with Baldwin County, continue their advertisement, promotion and assistance within and for the county's business and commercial community and continue their work with the Baldwin County Economic Development Alliance, Inc., to attract and promote new and expanding commercial and industrial prospects within Baldwin County, Alabama.

[5] As above recited, the appropriation not to exceed $42,000 to Christie Strategy Group shall serve a valid and sufficient public purpose for Christie Strategy Group to, among other things enumerated in the applicable Agreement with Baldwin County, provide consulting and advising services to the Baldwin County Commission with regard to various state legislative issues that shall enhance Baldwin County's presence before the Alabama Legislature and other State agencies and will help leverage resources to increase Baldwin County's quality of life, long term planning, economic growth and competitiveness.

[6] As above recited, the appropriation of $5,000 to the Eastern Shore Chamber of Commerce shall serve a valid and sufficient public purpose for the Eastern Shore Chamber of Commerce to, among other things enumerated in the applicable Agreement with Baldwin County, continue their advertisement, promotion and assistance within and for the county's business and commercial community and continue their work with the Baldwin County Economic Development Alliance, Inc., to attract and promote new and expanding commercial and industrial prospects within Baldwin County.

[7] As above recited, the appropriation of $5,000 to the North Baldwin Chamber of Commerce shall serve a valid and sufficient public purpose for the North Baldwin Chamber of Commerce to, among other things enumerated in the applicable Agreement with Baldwin County, continue their advertisement, promotion and assistance within and for the county's business and commercial community and continue their work with the Baldwin County Economic Development Alliance, Inc., to attract and promote new and expanding commercial and industrial prospects within Baldwin County.

[8] As above recited, the appropriation not to exceed $50,000 to the South Baldwin Chamber of Commerce shall serve a valid and sufficient public purpose for the South Baldwin Chamber of Commerce to, among other things enumerated in the applicable Agreement with Baldwin County, continue their advertisement, promotion and assistance within and for the county's business and commercial community and continue their work with the

Baldwin County Economic Development Alliance, Inc., to attract and promote new and expanding commercial and industrial prospects within Baldwin County.

[9] As above recited, the appropriation of $25,000 to Southwest Alabama Workforce Development Council shall serve a valid and sufficient public purpose for the Southwest Alabama Workforce Development Council to, among other things enumerated in the applicable Agreement with Baldwin County, develop a comprehensive, integrated workforce development system to enhance the economic well-being of the citizens of Baldwin County, by and through a myriad of activities related to economic development and employee retention.

[10] As above recited, the appropriation of $10,000 to the USS Alabama Battleship Commission shall serve a valid and sufficient public purpose for the USS Alabama Battleship Commission to, among other things enumerated in the applicable Agreement with Baldwin County, provide for the operation of the "USS Alabama Battleship Memorial Park" which remains a public museum promoting the economic well-being of the citizens of Baldwin County, by and through a myriad of activities related to tourism.

[11] As above recited, the appropriation not to exceed $114,000 to Van Scoyoc Associates, Inc., shall serve a valid and sufficient public purpose for Van Scoyoc Associates, Inc. to, among other things enumerated in the applicable Agreement with Baldwin County, provide federal relations services to the Baldwin County Commission that shall enhance Baldwin County's presence before the United States Congress and Executive Branch Agencies of the United States and will help leverage federal resources to increase Baldwin County's quality of life, long term planning, economic growth and competitiveness.

FURTHER, BE IT RESOLVED, That, respecting Amendment No. 750 and/or Amendment No. 772 to the Constitution of Alabama 1901, the Baldwin County Commission, at least seven days prior to the September 15, 2020, regular (public) meeting of the Baldwin County Commission, provided notice, on Friday, September 04, 2020, as published in the newspaper having the largest circulation in Baldwin County, Alabama (Baldwin Times of the Gulf Coast Media newspapers) which described in reasonable detail: [i] the action(s) proposed to be taken as identified by this instrument, [ii] respective description(s) of the public benefits sought to be achieved by such respective action(s) identified by this instrument and [iii] identified each individual, firm, corporation, or other business entity to whom or for whose benefit Baldwin County proposes to lend its credit or grant public funds or thing of value as identified by this instrument, a copy of said notice attached to this instrument as ***Exhibit "A."***

DONE, under the Seal of the County of Baldwin, at the County Seat in Bay Minette, Alabama, on this the 15th day of September, 2020.

_____
Commissioner Billie Jo Underwood, Chairman
Baldwin County Commission

ATTEST:

_____
Wayne Dyess
County Administrator

NOTICE

In accordance with, and respecting the parameters set forth by, Amendment No. 750 and/or Amendment No. 772 to the Constitution of Alabama 1901, please be informed that the Baldwin County Commission will consider at its regular meeting on September 15, 2020, the adoption of *Resolution #2020-126 of the Baldwin County Commission* which will authorize several appropriations as part of the comprehensive Baldwin County Fiscal Year 2020-2021 Budget, which would include respective grants and payment of public county funds, to firms, corporations, or other business entities, public or private, for the purpose of promoting the economic and industrial development of Baldwin County.

The September 15, 2020, regular meeting of the Baldwin County Commission begins at 8:30 a.m. in the County Commission Chambers at the Baldwin County Administration Building located at 322 Courthouse Square in Bay Minette, Alabama.

The appropriations, contained in *Resolution #2020-126 of the Baldwin County Commission*, are as follows:

[1] As above recited, the appropriation not to exceed $72,000 to Adams and Reese, LLP, shall serve a valid and sufficient public purpose for Adams and Reese, LLP, to, among other things enumerated in the applicable Agreement with Baldwin County, provide consulting and advising services to the Baldwin County Commission with regard to specific federal, state and economic development representation that shall enhance Baldwin County's presence before federal, state and other agencies and will help leverage resources to increase Baldwin County's quality of life, long term planning, economic growth and competitiveness.

[2] As above recited, the appropriation of $380,000 to the Baldwin County Economic Development Alliance, Inc., shall serve a valid and sufficient public purpose for the Baldwin County Economic Development Alliance, Inc., to, among other things enumerated in the applicable Agreement with Baldwin County, work for the mutual economic and industrial development of Baldwin County; further, to continue a public / private partnership program for economic development in Baldwin County; further, to recruit new economic development investment; further, to seek, discover and endeavor to attract and promote new and expanding commercial prospects within Baldwin County, and to create new jobs and employment and economic improvements and expansion for the benefit of the citizens of Baldwin County.

[3] As above recited, the appropriation of $3,200 to the Baldwin County Heritage Museum Association, Inc. shall serve a valid and sufficient public purpose for the Baldwin County Heritage Museum Association, Inc. to, among other things enumerated in the applicable Agreement with Baldwin County, provide access to their public "Baldwin County Heritage Museum" which remains a public museum promoting the economic well-being of the citizens of Baldwin County, by and through a myriad of activities related to tourism.

[4] As above recited, the appropriation of $5,000 to the Central Baldwin Chamber of Commerce shall serve a valid and sufficient public purpose for the Central Baldwin Chamber of Commerce to, among other things enumerated in the applicable Agreement with Baldwin County, continue their advertisement, promotion and assistance within and for the county's business and commercial community and continue their work with the Baldwin County Economic Development Alliance, Inc., to attract and promote new and expanding commercial and industrial prospects within Baldwin County, Alabama.

[5] As above recited, the appropriation not to exceed $42,000 to Christie Strategy Group shall serve a valid and sufficient public purpose for Christie Strategy Group to, among other things enumerated in the applicable Agreement with Baldwin County, provide consulting and advising services to the Baldwin County Commission with regard to various state legislative issues that shall enhance Baldwin County's presence before the Alabama Legislature and other State agencies and will help leverage resources to increase Baldwin County's quality of life, long term planning, economic growth and competitiveness.

[6] As above recited, the appropriation of $5,000 to the Eastern Shore Chamber of Commerce shall serve a valid and sufficient public purpose for the Eastern Shore Chamber of Commerce to, among other things enumerated in the applicable Agreement with Baldwin County, continue their advertisement, promotion and assistance within and for the county's business and commercial community and continue their work with the Baldwin County Economic Development Alliance, Inc., to attract and promote new and expanding commercial and industrial prospects within Baldwin County.

[7] As above recited, the appropriation of $5,000 to the North Baldwin Chamber of Commerce shall serve a valid and sufficient public purpose for the North Baldwin Chamber of Commerce to, among other things enumerated in the applicable Agreement with Baldwin County, continue their advertisement, promotion and assistance within and for the county's business and commercial community and continue their work with the Baldwin County Economic Development Alliance, Inc., to attract and promote new and expanding commercial and industrial prospects within Baldwin County.

[8] As above recited, the appropriation not to exceed $50,000 to the South Baldwin Chamber of Commerce shall serve a valid and sufficient public purpose for the South Baldwin Chamber of Commerce to, among other things enumerated in the applicable Agreement with Baldwin County, continue their advertisement, promotion and assistance within and for the county's business and commercial community and continue their work with the Baldwin County Economic Development Alliance, Inc., to attract and promote new and expanding commercial and industrial prospects within Baldwin County.

[9] As above recited, the appropriation of $25,000 to Southwest Alabama Workforce Development Council shall serve a valid and sufficient public purpose for the Southwest Alabama Workforce Development Council to, among other things enumerated in the applicable Agreement with Baldwin County, develop a comprehensive, integrated workforce development system to enhance the economic well-being of the citizens of Baldwin County, by and through a myriad of activities related to economic development and employee retention.

[10] As above recited, the appropriation of $10,000 to the USS Alabama Battleship Commission shall serve a valid and sufficient public purpose for the USS Alabama Battleship Commission to, among other things enumerated in the applicable Agreement with Baldwin County, provide for the operation of the "USS Alabama Battleship Memorial Park" which remains a public museum promoting the economic well-being of the citizens of Baldwin County, by and through a myriad of activities related to tourism.

[11] As above recited, the appropriation not to exceed $114,000 to Van Scoyoc Associates, Inc., shall serve a valid and sufficient public purpose for Van Scoyoc Associates, Inc. to, among other things enumerated in the applicable Agreement with Baldwin County, provide federal relations services to the Baldwin County Commission that shall enhance Baldwin County's presence before the United States Congress and Executive Branch Agencies of the United States and will help leverage federal resources to increase Baldwin County's quality of life, long term planning, economic growth and competitiveness.

If you have any questions regarding this Notice, please contact:

Wayne Dyess, County Administrator for the Baldwin County Commission, at (251) 580-2550

Public participation is solicited without regard to race, color, national origin, sex, age, religion, disability or family status. Persons who require special accommodations under the Americans with Disabilities Act or those requiring language translation services should contact Wayne Dyess, County Administrator, at (251) 580-2550 or wayne.dyess@baldwincountyal.gov

STATE OF ALABAMA)
COUNTY OF BALDWIN)

RESOLUTION #2020-127
OF THE
BALDWIN COUNTY COMMISSION

COMES NOW, the Baldwin County Commission required by Section 11-8-3 of the Code of Alabama 1975 to adopt a balanced budget for Fiscal Year 2021; now therefore

BE IT RESOLVED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, that we hereby adopt the Baldwin County Fiscal Year 2021 Budget; and that the following estimates of revenues and expenses, as related thereto, are hereby adopted; and those revenues and expenses are appropriated as follows:

GENERAL FUND:		
Projected Fund Balance – Reserved		$4,162,434.00
Projected Fund Balance – Unreserved		$29,485,819.00
Total Revenue & Transfers In		$79,865,671.00
Total Fund Balance, Revenue and Transfers In		$113,513,924.00
Expenditures & Transfers Out		
	County Commission	$342,255.00
	Telephone System	($316,047.00)
	Copy & Mail	$13,768.00
	Enterprise Technology Projects	$71,000.00
	Statutory Appropriations	$205,700.00
	Commission Contingency	$50,000.00
	Administrator & Central Administration	$1,050,344.00
	Call Center & PIO	$637,584.00
	Court Systems: Federal & State	$4,600.00
	Circuit Court	$86,804.00
	District Court	$13,000.00
	District Attorney	$285,133.00
	Probate Judge	$4,509,369.00
	GF Building Costs	$3,104,725.00
	Revenue Commissioner	$1,891,435.00
	Finance & Accounting Department	$1,181,452.00
	Budget & Purchasing Department	$725,119.00
	Sales Tax Department	$1,182,056.00
	Elections	$523,425.00
	Board of Registars	$409,850.00
	Veteran's Affairs	$4,700.00
	Personnel	$750,844.00
	CIS Department	$4,501,687.00
	County Attorney	$400,000.00
	Megasite	$418,909.00
	BC Coliseum	$28,350.00
	DHR Robertsdale	$100.00
	BM Courthouse Building	$77,600.00
	Central Annex II	$40,850.00
	Special Appropriations	$1,637,627.00
	Central Annex	$190,925.00
	Foley Courthouse	$215,298.00
	Fairhope Courthouse	$190,944.00
	Building Maintenance Department	$1,533,222.00
	Custodial Department	$420,377.00
	Coastal Area Program	$86,789.00
	Sheriff	$20,535,455.00
	Jail	$13,082,488.00
	EMA	$888,263.00
	Emergency Shelter	$1,900.00
	Coroner	$448,223.00
	JPO	$23,000.00
	Building Inspection Department	$966,025.00
	Planning Department	$1,160,293.00
	Cigarette Tax Distribution	$876,800.00

	Indigent Burial	$11,000.00
	Library Services	$100,600.00
	Board of Education	$75,360.00
	Extension Service - Support	$852.00
	Health Department	$5,700.00
	Transfers Out	$15,219,918.00
Total Expenditures & Transfers Out		$79,865,671.00
Projected Fund Balance – Reserved		$4,162,434.00
Projected Fund Balance – Unreserved		$29,485,819.00
Total Fund Balance, Expenses and Transfers Out		$113,513,924.00
HEALTH TAX FUND:		
Total Revenue & Transfers In		$2,451,000.00
Expenditures & Transfers Out		
	BC Health Department	$1,022,287.00
	Transfers Out	$1,428,713.00
Total Expenditures & Transfers Out		$2,451,000.00
COUNTY TRANSPORTATION FUND:		
Total Revenue & Transfers In		$66,126.00
Total Expenditures & Transfers Out		$66,126.00
LEGISLATIVE DELEGATION FUND:		
Total Revenue & Transfers In		$358,254.00
Expenditures & Transfers Out		
	104 Legislative Delegation Office Fund	$22,705.00
	Legislative Delegation – Bay Minette	$325,307.00
	Legislative Delegation – Fairhope	$10,242.00
Total Expenditures & Transfers Out		$358,254.00
JUVENILE DETENTION FACILITY FUND:		
Total Revenue & Transfers In		$1,678,042.00
Total Expenditures & Transfers Out		$1,678,042.00
BALDWIN COUNTY ARCHIVES FUND:		
Total Revenue & Transfers In		$492,093.00
Expenditures & Transfers Out		
	BC Archives Facility	$449,335.00
	McLeod House	$200.00
	Transfers Out	$42,558.00
Total Expenditures & Transfers Out		$492,093.00
ANIMAL SHELTER FUND:		
Total Revenue & Transfers In		$2,486,713.00
Total Expenditures & Transfers Out		$2,486,713.00
SEVEN (7) CENT GASOLINE FUND:		
Projected Fund Balance – Reserved		$17,607,319.00
Projected Fund Balance – Unreserved		$3,129,808.00
Total Revenue & Transfers In		$32,069,473.00
Total Fund Balance, Revenue and Transfers In		$52,806,600.00
Expenditures & Transfers Out		
	Public Works Dept.	($2,582,808.00)
	Public Works Administration	$852,777.00
	Area I Maintenance	$4,617,276.00
	Area II Maintenance	$4,530,468.00

	Area III Maintenance	$4,881,935.00
	Hwy Construction Engineering	$819,831.00
	Maintenance Engineering	$622,313.00
	Traffic Operations	$2,657,840.00
	Subdivision Development	$336,204.00
	Geospatial Operations	$322,654.00
	Hwy Building Cost	$273,700.00
	Pre-Construction Engineering	$1,123,723.00
	Project - Dirt Pit Acquisition	$500,000.00
	Resurfacing Projects	$3,800,000.00
	Safety Projects	$1,286,000.00
	Bridge Projects	$2,000,000.00
	New Road Projects	$1,185,000.00
	Other Projects	$520,000.00
	Transfers Out	$4,322,560.00
Total Expenditures & Transfers Out		$32,069,473.00
Projected Fund Balance – Reserved		$17,607,319.00
Projected Fund Balance – Unreserved		$3,129,808.00
Total Fund Balance, Expenses and Transfers Out		$52,806,600.00
ROAD & BRIDGE FUND:		
Total Revenue & Transfers In		$13,430,000.00
Total Expenditures & Transfers Out		$13,430,000.00
PUBLIC HIGHWAY & TRAFFIC FUND:		
Total Revenue & Transfers In		$875,700.00
Total Expenditures & Transfers Out		$875,700.00
SEVERED MATERIAL SEVERANCE TAX:		
Total Revenue & Transfers In		$204,000.00
Total Expenditures & Transfers Out		$204,000.00
REBUILD ALABAMA FUND:		
Total Revenue & Transfers In		$1,601,000.00
Total Expenditures & Transfers Out		$1,601,000.00
CAPITAL IMPROVEMENT FUND:		
Total Revenue & Transfers In		$720,300.00
Total Expenditures & Transfers Out		$720,300.00
RRR (4 CENT) GASOLINE TAX FUND:		
Total Revenue & Transfers In		$2,689,620.00
Total Expenditures & Transfers Out		$2,689,620.00
FEDERAL AID EXCHANGE FUND:		
Total Revenue & Transfers In		$800,000.00
Total Expenditures & Transfers Out		$800,000.00
REAPPRAISAL FUND:		
Total Revenue & Transfers In		$5,519,824.00
Total Expenditures & Transfers Out		$5,519,824.00
B.C. COUNCIL ON AGING FUND:		
Total Revenue & Transfers In		$712,303.00
Total Expenditures & Transfers Out		$712,303.00
SECTION 18 (BRATS) FUND:		
Total Revenue & Transfers In		$4,514,445.00

Expenditures & Transfers Out		
	Administration	$2,623,324.00
	Operations	$1,817,371.00
	BRATS Building Cost	$73,750.00
Total Expenditures & Transfers Out		$4,514,445.00
PARKS FUND:		
Total Revenue & Transfers In		$2,220,640.00
Expenditures & Transfers Out		
	Parks Department	$1,849,142.00
	Live Oak Park	$159,100.00
	Bicentennial Park	$86,650.00
	Transfers Out	$125,748.00
Total Expenditures & Transfers Out		$2,220,640.00
GOMESA FUND:		
Total Revenue & Transfers In		$2,825,000.00
Total Expenditures & Transfers Out		$2,825,000.00
CAPITAL PROJECTS FUND:		
Total Revenue & Transfers In		$4,000,000.00
Total Expenditures & Transfers Out		$4,000,000.00
SOLID WASTE FUND:		
Projected Fund Balance – Reserved		$7,072,038.00
Projected Fund Balance – Unreserved		$19,362,590.00
Total Revenue & Transfers In		$10,420,302.00
Total Fund Balance, Revenue, & Transfers In		$36,854,930.00
Expenditures & Transfers Out		
	Administration	$1,890,075.00
	Bio Solids	$97,050.00
	Magnolia Landfill	$4,801,681.00
	Transfer Station	$1,151,886.00
	Inert Landfill: McBride	$1,068,425.00
	Inert Landfill: Eastfork	$238,089.00
	Inert Landfill: Redhill	$7,500.00
	Equipment Maintenance	$348,879.00
	SW Building Costs	$173,300.00
	Garbage Collection Work Release	$488,832.00
	Transfers Out/Other Uses	$154,585.00
Total Expenditures & Transfers Out		$10,420,302.00
Projected Fund Balance – Reserved		$7,072,038.00
Projected Fund Balance – Unreserved		$19,362,590.00
Total Fund Balance, Expenses and Transfers Out		$36,854,930.00
SOLID WASTE COLLECTION FUND:		
Total Revenue & Transfers In		$13,253,655.00
Expenditures & Transfers Out		
	Garbage Collection	$8,649,089.00
	Administration	$1,416,793.00
	Recycle Center	$3,052,773.00
	Transfers Out/Other Uses	$135,000.00
Total Expenditures & Transfers Out		$13,253,655.00
COMMUNITY CORRECTIONS FUND:		
Total Revenue & Transfers In		$1,167,874.00
Total Expenditures & Transfers Out		$1,167,874.00

PLANNING & ZONING COMMISSION FUND:	
Total Revenue & Transfers In	$45,200.00
Total Expenditures & Transfers Out	$45,200.00
JUVENILE COURT FUND:	
Total Revenue & Transfers In	$750,000.00
Total Expenditures & Transfers Out	$750,000.00
OIL & GAS TRUST FUND:	
Total Revenue & Transfers In	$388,909.00
Total Expenditures & Transfers Out	$350,018.00
Statutory Fund Balance	$38,891.00
Total Projected Fund Balance – Unreserved	**$51,978,217.00**
Total Projected Fund Balance – Reserved	**$28,841,791.00**
TOTAL FY 2020-2021 BUDGET	**$185,606,144.00**

BE IT FURTHER RESOLVED, that the Fiscal Year 2021 mileage rate will reflect the IRS rate; and

BE IT FURTHER RESOLVED, that the Baldwin County Fiscal Year 2021 Budget document which will be issued by the Budget Director is to reflect the budgetary decisions made by the Baldwin County Commission during budget work session deliberations and shall be used as a guide in administering the appropriations made in this resolution; and

BE IT FURTHER RESOLVED, that the following financial management policies are hereby adopted as permanent policies of the Baldwin County Commission:

Supplemental Appropriation Procedure

Each Commission Action Form to approve a contract, capital purchase, or other expenditure shall include a certification by the Budget Director or his designee naming the appropriation account from which the purchase will be made and stating that the unencumbered funds are available in the account. All unbudgeted items must have a proposed source of funds, either a new revenue source or from a contingency account.

Consideration of Unfunded Budgetary Requests from outside agencies after adoption of Annual Fiscal Year Budget

No outside agency unfunded budget requests shall be considered for funding until the next fiscal year. Further, all these types of requests shall be screened by the Finance and Taxation Commissioner to ensure that they are closely aligned to Baldwin County's fiscal objectives.

Budget Administration Procedures

The Purchasing Manager, at the request of a Department Head, may let for bid any routine annual purchase or any equipment purchase or contract which is specifically provided for in the budget document. All contracts must be approved by the Baldwin County Commission before they are executed and all expenditures must comply with Purchasing Policy #3.7. The Baldwin County Commission's expense items are classified in three broad categories: Compensation, Operating and Capital. The compensation and capital categories are supported by detailed lists of employees and approved capital items. The operating category contains many and varied line items. For budgetary control, this operating category will be treated as a total although each department has a detailed line item budget. County staff members are prohibited from expending or encumbering any funds in these broad categories which exceed budgeted funds. The Budget Director or his designee may make transfers between "operating" line items within a Department's budget at the request of a Department Head. Transfers between the compensation, operating and capital categories require Baldwin County Commission approval.

Lease Tax Proceeds

Lease tax proceeds shall be distributed as provided in Section 45-2-244.180 through Section 45-2-244.187 of the Code of Alabama 1975; furthermore, the portion of proceeds remaining in General Fund shall be distributed as follows: a minimum of 12.5% of gross tax to Parks Fund for use in operations with the residual to be used in General Fund at the discretion of the County Commission.

DONE, under the Seal of the County Commission of Baldwin County, Alabama, at the County Seat, on this the 15th day of September, 2020.

Billie Jo Underwood, Chairman
Baldwin County Commission

ATTEST:

Wayne Dyess
County Administrator

Baldwin County Commission
Highway Department
FY21 Budget

Project Description	Budget Estimates:
HW21001000 - Resurface - Old Jacksprings Rd from Rabun Rd to EOM	$ 24,797
HW21002000 - Resurface - CR 47 from Rabun Rd to I-65	$ 348,070
HW21003000 - Resurface - Milstead Rd from Lottie Rd to EOM	$ 146,108
HW21004000 - Resurface - McKenzie Rd from Hwy 181 to Hwy 98	$ 76,644
HW21005000 - Resurface - Mockingbird Ln from Robin Rd to EOM	$ 68,462
HW21006000 - Resurface - Rada Rd from CR 48 to Vasko Rd	$ 84,325
HW21007000 - Resurface - Vasko Rd from Rada Rd to EOM	$ 32,519
HW21008000 - Resurface - Adams Dr from Fairground Rd to CR 36	$ 220,915
HW21009000 - Resurface - Pine Crest Dr from CR 87 to EOM	$ 34,899
HW21010000 - Resurface - Hiedelberg Rd from Price Ln to CR 87	$ 143,603
HW21011000 - Resurface - Krchak Ln from CR 65 to 0.51 Miles West	$ 38,322
HW21012000 - Resurface - Laura-Lea Cir from Cedar Ln to EOM	$ 4,592
HW21013000 - Resurface - Canden Cir from Cedar Ln to EOM	$ 6,679
HW21014000 - Resurface - Cedar Ln from Hwy 104 to Gabrielle Ct	$ 21,039
HW21015000 - Resurface - Gabrielle Ct from Cedar Ln to EOM	$ 4,801
HW21016000 - Resurface - Lawrence Rd from Hwy 104 to EOM	$ 28,554
HW21017000 - Resurface - Main St from Ryan Ave to Hwy 104	$ 271,509
HW21018000 - Resurface - Newman Rd from Autrey Ln to 0.10 Miles West	$ 6,679
HW21019000 - Resurface - Pollard Rd from Jonesboro Rd to EOM	$ 21,916
HW21020000 - Resurface - Autrey Ln from Newman Rd to EOM	$ 5,260
HW21021000 - Widen & Resurface - Newman Rd from Autrey Ln to Pollard Rd	$ 11,271
HW21022000 - Resurface - Jonesboro Rd from Pollard Rd to Friendship Rd	$ 20,873
HW21023000 - Resurface - Rebel Rd from Austin Rd to Hwy 181	$ 39,073
HW21024000 - Resurface - Austin Rd from CR 64 to Adele Dr	$ 114,381
HW21025000 - Resurface - Bellforest Cemetery Rd from Austin Rd to CR 54 W	$ 41,745
HW21026000 - Resurface - Grey Rd from Helsel Ln to Hwy 59	$ 5,970
HW21027000 - Resurface - Price Grubbs Rd from Newport Rd to CR 62 N	$ 96,848
HW21028000 - Resurface - Newport Rd from CR 85 to 1.16 Miles North	$ 96,848
HW21029000 - Resurface - CR 85 from Price Grubbs Rd to 0.92 Miles South	$ 76,811
HW21030000 - Resurface - Lawrence Moseley Rd from CR 62 N to Landers Ln	$ 37,571
HW21031000 - Resurface - Cumberland Rd from CR 62 N to Hwy 90	$ 52,098
HW21032000 - Resurface - Railroad Ave from Hinote Glass Rd to CR 64	$ 99,061
HW21033000 - Resurface - Cabinet Shop Rd from Hinote Glass Rd to CR 64	$ 75,892
HW21034000 - Resurface - Wilcox Rd from Patterson Rd to CR 64	$ 51,430
HW21035000 - Resurface - Glass Rd from Patterson Rd to EOM	$ 27,802
HW21036000 - Resurface - Oak Road W from Hwy 59 West 1.46 Miles	$ 146,274
HW21037000 - Resurface - CR 6 from CR 4 to Oak Road W	$ 270,000
HW21038000 - Resurface - Lacey Circle from CR 32 to EOM	$ 8,266
HW21039000 - Resurface - Crawford Rd from CR 20 to EOM	$ 62,618
HW21040000 - Resurface - Schoen Rd from Breman Rd to EOM	$ 18,785
HW21041000 - Resurface - Chatelaine Rd from CR 87 to EOM	$ 13,525
HW21042000 - Resurface - Hunter Ln from CR 55 to 2nd Cul-De-Sac	$ 14,026
HW21043000 - Resurface - Quail Ln from CR 55 to 2nd Cul-De-Sac	$ 14,026
HW21044000 - Resurface - Avent Ln from CR 55 to 2nd Cul-De-Sac	$ 14,026
HW21045000 - Resurface - Faircloth Rd from CR 91 to Jones Rd	$ 41,745
HW21046000 - Resurface - Wesley Pate Rd from CR 87 to EOM	$ 36,819
HW21047000 - Resurface - Miller Pit Rd from CR 9 to EOM	$ 15,028
HW21048000 - Resurface - Honey Rd from CR 9 to EOM	$ 42,956
HW21049000 - Resurface - Honey Rd Ext from Honey Rd to EOM	$ 5,009

Project Description		Budget Estimates:
HW21050000 - Resurface - Singleton Ln from Juniper Ln to EOM	$	4,508
HW21051000 - Resurface - Wrangler Rd from Juniper Ln to EOM	$	22,208
HW21052000 - Resurface - Juniper Ln from CR 9 to EOM	$	66,875
HW21053000 - Resurface - Southworth Rd from CR 9 to EOM	$	39,240
HW21054000 - Resurface - Coventry Ct from Brook Hollow Rd to EOM	$	4,592
HW21055000 - Resurface - Karin Ct from Hopper Rd to EOM	$	4,592
HW21056000 - Resurface - Cheeley's Ct from Brook Hollow Rd to EOM	$	7,347
HW21057000 - Resurface - Millbrook Ct from Brook Hollow Rd to EOM	$	4,592
HW21058000 - Resurface - Hopper Rd from Brook Hollow Rd to EOM	$	7,347
HW21059000 - Resurface - Brook Hollow Rd from Underwood to EOM	$	43,164
HW21060000 - Resurface - Oak Hill Dr from Underwood to EOM	$	17,449
HW21062000 - Resurface - Sweet Gum Blvd from CR 55 to Sugar Loop	$	17,457
HW21063000 - Resurface - Trident Gum Ln from Sweet Gum Ln to EOM	$	4,554
HW21064000 - Resurface - Sugar Loop from Sweet Gum Blvd to Sweet Gum Blvd	$	45,540
HW21065000 - Resurface - Vanilla Dr from Sugar Loop to Sugar Loop	$	10,626
HW21066000 - Resurface - Shea Cir from Rhodes Ln to EOM	$	25,047
HW21067000 - Resurface - Avery Ln from Shea Cir to Shea Cir	$	13,662
HW21068000 - Resurface - Addison Pl from Avery Ln to EOM	$	2,277
HW21069000 - Resurface - Logan Pl from Avery Ln to EOM	$	2,277
HW21070000 - Resurface - Mansion St from CR 55 to Sartoris Ct	$	49,335
HW21071000 - Resurface - Absalom St from Mansion St to Sartoris Ct	$	15,180
HW21072000 - Resurface - Sartoris Ct from Mansion St to EOM	$	20,493
HW21073000 - Resurface - Sanctuary Dr from Mansion St to Pointer Dr	$	24,288
HW21074000 - Resurface - Chartres St from Mansion St to Mansion St	$	5,313
HW21075000 - Resurface - Wish Tree Ct from Sanctuary Dr to EOM	$	4,870
HW21076000 - Resurface - Pylon Ct from Sanctuary Dr to EOM	$	7,653
HW21077000 - Resurface - Pointer Dr from CR 55 to Pointer Dr W	$	25,047
HW21078000 - Resurface - Pointer Dr W from Pointer Dr to Beasley Rd	$	19,481
HW21079000 - Resurface - Labradors Run from Pointer Dr to Beasley Rd	$	27,134
HW21080000 - Resurface - Setter Cir from Labradors Run to EOM	$	6,262
HW21081000 - Resurface - Hunters Chase from Beasley Rd to US 98	$	39,468
HW21082000 - Resurface - Gilley Rd from CR 93 to EOM	$	23,043
HW21083000 - Resurface - Lexington Dr from CR 24 to EOM	$	22,960
HW21084000 - Resurface - Moriah Dr from Lexington Dr to EOM	$	25,647
Total Fund 111 Resurfacing	**$**	**3,800,000**
HW21091000 - Bridge Replacement - Bridge on River Rd at Keller Creek (PE & CEI)	$	200,000
HW21092000 - Bridge Replacement - Bridge on Davis Rd at Baker Branch (PE & CN)	$	575,000
HW21093000 - Bridge Replacement - Bridge on CR34 at E Tributary to Baker Branch (PE & CN)	$	575,000
HW21094000 - Bridge Replacement - Bridge on CR34 at W Tributary to Baker Branch (PE & CN)	$	575,000
HW21095000 - Bridge Replacement - Bridge on Pine Grove Rd Ext at Styx River (PE)	$	75,000
Total Fund 111 Bridge Replacement	**$**	**2,000,000**
HW21096000 - Safety Improvement - FBE at Wahoo Plaza - Safety Improvements (CN)	$	656,000
HW21097000 - Safety Improvement - ADA Improvements - Phase 4 (CN)	$	300,000
HW21098000 - Safety Improvement - BBE at FBE - Overhead Directional Sign (CN)	$	155,000
HW21099000 - Safety Improvement - Intersection at CR 32 and US 98 / Add Turn Lane (CN)	$	75,000
HW18069000 - Safety Improvement - Intersection at CR 13 and CR 44 / Roundabout (UT)	$	50,000
HW19222000 - Safety Improvement - Intersection at CR 13 and CR 32 / Roundabout (ROW)	$	50,000
	$	**1,286,000**
HW21100000 - New Road Construction - Pleasant Road Ext (PE & ROW)	$	650,000
HW21101000 - New Road Construction - CR 20 from Hickory St to CR 65 (PE & ROW)	$	535,000
Total Fund 111 New Road Construction	**$**	**1,185,000**
HW21102000 - Dirt Road Paving - Extend CR 65 from Underwood Rd to CR 28 (CN)	$	470,000

Project Description		Budget Estimates:
Total Fund 111 Dirt Road Paving	**$**	**470,000**
HW18068000 - Capacity Improvement - CR 64 from SR 181 to CR 54 East (ROW)	$	50,000
Total Fund 111 Capacity Improvements	**$**	**50,000**
Total Fund 111	**$**	**8,791,000**
HW21085000 - Resurface - CR 20 S from Hickory St S to S Mckenzie St	$	86,646
HW21086000 - Resurface - CR 55 from CR 32 to CR 104	$	503,946
HW21087000 - Resurface - CR 83 from CR 32 to CR 36	$	169,971
HW21088000 - Resurface - CR 32 from Fish River to SR 59	$	585,654
HW21089000 - Resurface - Breman Rd from Frank Rd to US 98	$	83,490
HW21090000 - Resurface - Frank Rd from CR 87 to CR 95	$	171,293
Total Rebuild AL (Fund 115) Resurfacing	**$**	**1,601,000**
HW21091000 - Bridge Replacement - Bridge on River Rd / Keller Creek (PE & CEI)	$	800,000
Total Rebuild AL (Fund 118) Project(s)	**$**	**800,000**

BE12 - Addendum Attachment
September 14, 2020
Proof of Publication

GULF COAST MEDIA

A DIVISION OF OPC NEWS, LLC
PO BOX 1677 • SUMTER, SC 29150

FOLEY 251.943.2151
The Courier – The Islander
The Onlooker
The Baldwin Times

LEGAL REP -
251-345-6805

PROOF OF PUBLICATION
STATE OF ALABAMA • BALDWIN COUNTY

Before me, the undersigned authority in and for said County, in said State, personally appeared April M. Perry who, by me duly sworn, deposes and says that: she is the Legal Representative of the following newspaper listed below, a newspaper of GENERAL CIRCULATION, PUBLISHED and PRINTED in Baldwin County, Alabama, and that there was published in The Courier, The Islander, The Onlooker, & or The Baldwin Times in the issue/s of:

09/04/2020

a legal notice, a copy of which is hereto attached. The sum charged by the Newspaper for said publication does not exceed the lowest classified rate paid by commercial customers for an advertisement of similar size and frequency in the same newspaper(s) in which the public notice appeared.

There are no agreements between the Newspaper and the officer or attorney charged with the duty of placing the attached legal advertising notices whereby any advantage, gain or profit accrued to said officer or attorney.

X April M. Perry
April M. Perry, Legal Ad Representative

X Amber Kimbler
Amber Kimbler, Notary Public
Baldwin County, Alabama
My commission expires April 10, 2022

AMBER KIMBLER
My Commission Expires
April 10, 2022

Sworn and subscribed to on 09/04/2020.

BALDWIN COUNTY COMMISSION OFFICE

Acct#: 1000444

Ad#: 315489

Resolution #2020-126

Amount of Ad: $369.92

Legal File# Resolution #2020-126

NOTICE

In accordance with, and respecting the parameters set forth by, Amendment No. 750 and/or Amendment No. 772 to the Constitution of Alabama 1901, please be informed that the Baldwin County Commission will consider at its regular meeting on September 15, 2020, the adoption of Resolution #2020-126 of the Baldwin County Commission which will authorize several appropriations as part of the comprehensive Baldwin County Fiscal Year 2020-2021 Budget, which would include respective grants and payment of public county funds, to firms, corporations, or other business entities, public or private, for the purpose of promoting the economic and industrial development of Baldwin County.

The September 15, 2020, regular meeting of the Baldwin County Commission begins at 8:30 a.m. in the County Commission Chambers at the Baldwin County Administration Building located at 322 Courthouse Square in Bay Minette, Alabama.

The appropriations, contained in Resolution #2020-126 of the Baldwin County Commission, are as follows:

[1] As above recited, the appropriation not to exceed $72,000 to Adams and Reese, LLP, shall serve a valid and sufficient public purpose for Adams and Reese, LLP, to, among other things enumerated in the applicable Agreement with Baldwin County, provide consulting and advising services to the Baldwin County Commission with regard to specific federal, state and economic development representation that shall enhance Baldwin County's presence before federal, state and other agencies and will help leverage resources to increase Baldwin County's quality of life, long term planning, economic growth and competitiveness.

[2] As above recited, the appropriation of $380,000 to the Baldwin County Economic Development Alliance, Inc., shall serve a valid and sufficient public purpose for the Baldwin County Economic Development Alliance, Inc., to, among other things enumerated in the applicable Agreement with Baldwin County, work for the mutual economic and industrial development of Baldwin County; further, to continue a public / private partnership program for economic development in Baldwin County; further, to recruit new economic development investment; further, to seek, discover and endeavor to attract and promote new and expanding commercial prospects within Baldwin County, and to create new jobs and employment and economic improvements and expansion for the benefit of the citizens of Baldwin County.

[3] As above recited, the appropriation of $3,200 to the Baldwin County Heritage Museum Association, Inc. shall serve a valid and sufficient public purpose for the Baldwin County Heritage Museum Association, Inc. to, among other things enumerated in the applicable Agreement with Baldwin County, provide access to their public "Baldwin County Heritage Museum" which remains a public museum promoting the economic well-being of the citizens of Baldwin County, by and through a myriad of activities related to tourism.

[4] As above recited, the appropriation of $5,000 to the Central Baldwin Chamber of Commerce shall serve a valid and sufficient public purpose for the Central Baldwin Chamber of Commerce to, among other things enumerated in the applicable Agreement with Baldwin County, continue their advertisement, promotion and assistance within and for the county's business and commercial community and continue their work with the Baldwin County Economic Development Alliance, Inc., to attract and promote new and expanding commercial and industrial prospects within Baldwin County, Alabama.

[5] As above recited, the appropriation not to exceed $42,000 to Christie Strategy Group shall serve a valid and sufficient public purpose for Christie Strategy Group to, among other things enumerated in the applicable Agreement with Baldwin County, provide consulting and advising services to the Baldwin County Commission with regard to various state legislative issues that shall enhance Baldwin County's presence before the Alabama Legislature and other State agencies and will help leverage resources to increase Baldwin County's quality of life, long term planning, economic growth and competitiveness.

Cont. to Back

[6] As above recited, the appropriation of $5,000 to the Eastern Shore Chamber of Commerce shall serve a valid and sufficient public purpose for the Eastern Shore Chamber of Commerce to, among other things enumerated in the applicable Agreement with Baldwin County, continue their advertisement, promotion and assistance within and for the county's business and commercial community and continue their work with the Baldwin County Economic Development Alliance, Inc., to attract and promote new and expanding commercial and industrial prospects within Baldwin County.

[7] As above recited, the appropriation of $5,000 to the North Baldwin Chamber of Commerce shall serve a valid and sufficient public purpose for the North Baldwin Chamber of Commerce to, among other things enumerated in the applicable Agreement with Baldwin County, continue their advertisement, promotion and assistance within and for the county's business and commercial community and continue their work with the Baldwin County Economic Development Alliance, Inc., to attract and promote new and expanding commercial and industrial prospects within Baldwin County.

[8] As above recited, the appropriation not to exceed $50,000 to the South Baldwin Chamber of Commerce shall serve a valid and sufficient public purpose for the South Baldwin Chamber of Commerce to, among other things enumerated in the applicable Agreement with Baldwin County, continue their advertisement, promotion and assistance within and for the county's business and commercial community and continue their work with the Baldwin County Economic Development Alliance, Inc., to attract and promote new and expanding commercial and industrial prospects within Baldwin County.

[9] As above recited, the appropriation of $25,000 to Southwest Alabama Workforce Development Council shall serve a valid and sufficient public purpose for the Southwest Alabama Workforce Development Council to, among other things enumerated in the applicable Agreement with Baldwin County, develop a comprehensive, integrated workforce development system to enhance the economic well-being of the citizens of Baldwin County, by and through a myriad of activities related to economic development and employee retention.

[10] As above recited, the appropriation of $10,000 to the USS Alabama Battleship Commission shall serve a valid and sufficient public purpose for the USS Alabama Battleship Commission to, among other things enumerated in the applicable Agreement with Baldwin County, provide for the operation of the "USS Alabama Battleship Memorial Park" which remains a public museum promoting the economic well-being of the citizens of Baldwin County, by and through a myriad of activities related to tourism.

[11] As above recited, the appropriation not to exceed $114,000 to Van Scoyoc Associates, Inc., shall serve a valid and sufficient public purpose for Van Scoyoc Associates, Inc. to, among other things enumerated in the applicable Agreement with Baldwin County, provide federal relations services to the Baldwin County Commission that shall enhance Baldwin County's presence before the United States Congress and Executive Branch Agencies of the United States and will help leverage federal resources to increase Baldwin County's quality of life, long term planning, economic growth and competitiveness.

If you have any questions regarding this Notice, please contact:

Wayne Dyess, County Administrator for the Baldwin County Commission, at (251) 580-2550

Public participation is solicited without regard to race, color, national origin, sex, age, religion, disability or family status. Persons who require special accommodations under the Americans with Disabilities Act or those requiring language translation services should contact Wayne Dyess, County Administrator, at (251) 580-2550 or wayne.dyess @baldwincountyal.gov

September 4, 2020

Baldwin County Commission

Agenda Action Form

File #: 20-1460, **Version:** 1 **Item #:** BE13

Meeting Type: BCC Regular Session
Meeting Date: 9/15/2020
Item Status: New
From: Ronald J. Cink, Budget Director
Submitted by: Christie Davis, Senior Budget Accountant

ITEM TITLE
Appropriation Agreements Aligned to the Baldwin County Fiscal Year 2020-2021 Budget

STAFF RECOMMENDATION
As related to, and as authorized by, the Baldwin County Fiscal Year 2020-2021 Budget (Resolution #2020-126; Resolution #2020-127), execute Agreements with the below indicated entities to appropriate county funds for activities benefiting a myriad of public purposes as set forth within each Agreement, respectively, said entities as follows:

1) Adams and Reese LLP (not to exceed $72,000).

2) Alabama Coastal Foundation ($5,000).

3) Alabama Extension Service/Alabama Cooperative Extension System ($53,854; $852 non-conveyable).

4) Baldwin County Boys Ranch ($8,400).

5) Baldwin County Economic Development Alliance ($380,000).

6) Baldwin County Heritage Museum Association ($3,200).

7) Baldwin County Historic Development Commission ($11,000).

8) Baldwin County Library Cooperative ($90,000; $1,100 non-conveyable; $5,000 non conveyable; $4,500 non-conveyable).

9) Baldwin County Soil and Water Conservation District ($75,500).

10) Bay Minette Rotary Club ($500).

11) Central Baldwin Chamber of Commerce ($5,000).

12) Christie Strategy Group (not to exceed $42,000).

13) Eastern Shore Chamber of Commerce ($5,000).

14) Jennifer Claire Moore Foundation ($2,000).

15) Mobile Bay National Estuary Program ($75,000).

16) North Baldwin Animal Shelter, Inc. ($20,000).

17) North Baldwin Chamber of Commerce ($5,000).

18) South Baldwin Chamber of Commerce (not to exceed $50,000).

19) Southwest Alabama Workforce Development Council ($25,000).

20) USS Alabama Battleship Commission ($10,000).

21) Van Scoyoc Associates, Inc. (not to exceed $114,000).

The term, respectively, of each Agreement shall commence October 1, 2020 and expire September 30, 2021 and may be terminated per the parameters as set forth therein, respectively.

The Commission may vote to approve all the aforementioned agreements with one vote.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: As contained within the Baldwin County Fiscal Year 2020-2021 Budget, there are numerous appropriations approved to be issued to several entities to serve public purposes. Agreements are attached to this agenda item for each entity. Please note, the appropriation to the USS Alabama Battleship Commission has an extra Resolution that must be approved. That Resolution is in a separate agenda item for Commission consideration.

FINANCIAL IMPACT

Total cost of recommendation: various

Budget line item(s) to be used: various

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: BH/LC, County Attorney group, reviewed several agreements and the changes that were requested were implemented in all agreements.

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? Advertising necessary for appropriations that are listed in Resolution #2020-126.

If the proof of publication affidavit is not attached, list the reason: Please see agenda item #20-1459 - Adoption of the Fiscal Year 2021 Budget.

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration Staff

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

Adams and Reese LLP
Attention: C. Britton Bonner
11 North Water St. NW
Suite 23200
Mobile, Alabama 36602

Alabama Coastal Foundation
Attention: Director
PO Box 246
Fairhope, Alabama 36533

Alabama Extension Service
Attention: K Shepard
302A Byrne St.
Bay Minette, Alabama 36507

Baldwin County Boys & Girls Ranch
Attention: Director
PO Box 240009
Montgomery, Alabama 36124-0009

Baldwin County Economic Development Alliance, Inc.
Attention: Lee Lawson
PO Box 1340
Robertsdale, Alabama 36567

Baldwin County Heritage Museum

Attention: June Taylor
PO Box 356
Elberta, Alabama 36530

Baldwin County Historic Development Commission
Attention: Todd Thomas
PO Box 507
Montrose, Alabama 36559

Baldwin County Library Cooperative
Attention: Chairman
PO Box 399
Robertsdale, Alabama 36567

Baldwin County Soil and Water Conservation District
Attention: Chairman
207 Faulkner Dr.
Bay Minette, Alabama 36507

Bay Minette Rotary Club
Attention: Chairman
2211 McMillan Rd.
Bay Minette, Alabama 36507

Central Baldwin Chamber of Commerce
Attention: Executive Director
PO Box 587
Robertsdale, Alabama 36567

Christie Strategy Group
Attention: Martin W. Christie
445 Dexter Ave.
Suite 4025
Montgomery, Alabama 36104

Eastern Shore Chamber of Commerce
Attention: Executive Director
327 Fairhope Ave.
Fairhope, Alabama 36532

Jennifer Claire Moore Foundation
Attention: Chairman
PO Box 490
Foley, Alabama 36536

Mobile Bay National Estuary Program
Attention: Roberta Swan

118 N. Royal St.
Suite 601
Mobile, Alabama 36602

North Baldwin Animal Shelter
Attention: Mr. Wilkins
PO Box 190
Bay Minette, Alabama 36507

North Baldwin Chamber of Commerce
Attention: Executive Director
301 McMeans Ave.
Bay Minette, Alabama 36507

South Baldwin Chamber of Commerce
Attention: Executive Director
PO Box 1117
Foley, Alabama 36536

Southwest Alabama Workforce Development Council
Attention: Director
2203 Perimeter Rd.
Suite 100
Mobile, Alabama 36615

USS Alabama Battleship Commission
Attention: Executive Director
PO Box 65
Mobile, Alabama 36601

Van Scoyoc Associates, Inc.
Attention: Ray Cole
800 Main Ave, SW - Suite 800
Washington, DC 20024

Additional instructions/notes: Please note, the USS Alabama Battleship Commission has an additional Resolution on a separate agenda item (Resolution #2020-131); please make sure a copy of that Resolution is sent with the appropriation agreement.

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement") is between the Baldwin County Commission, the governing body of Baldwin County, Alabama (hereafter "BCC"), and Adams and Reese, LLP, an Alabama company ("Adams and Reese") and is effective the date last executed below.

1. Adams and Reese agrees to provide consulting and advisory services to BCC with regard to task specific federal, state and economic development representation issues. Adams and Reese agrees to monitor and evaluate these issues and to promptly advise BCC on the components of an agency and legislative plan and the appropriate strategy necessary to achieve the goals of such a plan. Adams and Reese will perform such services with regard to those issues as are mutually agreed to between Adams and Reese and BCC.

2. Adams and Reese acknowledges that it may be required to register for work performed on behalf of BCC under the Lobbying Disclosure Act of 1995, as amended (2 USC §1601 et seq.) and any subsequent laws or regulations on behalf of BCC, and agrees to do so in the event such registration is required.

3. In consideration of the performance of these services, BCC shall pay to Adams and Reese the sum of $6,000.00 per month, with such payments due monthly. BCC hereby warrants that these payments will not be made with Federal funds.

4. This Agreement shall become effective October 1, 2020, and shall continue in effect until September 30, 2021, or unless sooner terminated by BCC or Adams and Reese by written notice given to the other at least thirty (30) days prior to the date of termination. Any fees earned or reimbursable expenses incurred prior to the receipt of said notice of termination on behalf of BCC under this Agreement shall be paid by BCC.

5. This Agreement shall be construed and enforced in accordance with the laws of the State of Alabama, and proper venue for any action relating to the subject matter of this Agreement shall lie in Baldwin County, Alabama.

6. Should BCC employ an attorney to enforce this Agreement, BCC shall be entitled to recover from the Adams and Reese all reasonable costs, damages, and expenses, including reasonable attorneys' fees, expended or incurred in connection therewith.

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

Adams and Reese, LLP

Date:_____ By: _____
C. Britton Bonner
Partner In Charge

BALDWIN COUNTY COMMISSION

Date:_____ By: _____
Billie Jo Underwood
Chairman, Baldwin County Commission

ATTEST:

_____
Wayne Dyess
County Administrator

STATE OF ALABAMA)

COUNTY OF BALDWIN)

AGREEMENT

THIS AGREEMENT ("Agreement") is entered into between ALABAMA COASTAL FOUNDATION, an Alabama non-profit corporation (hereinafter referred to as the "ACF"), and the BALDWIN COUNTY COMMISSION, the governing body of Baldwin County, Alabama (hereinafter referred to as "COMMISSION"), and is effective the date last executed below.

WHEREAS, the ACF is a non-partisan, Alabama non-profit organization, the mission of which is to improve and protect Alabama's coastal environment through cooperation, education and participation; and

WHEREAS, the COMMISSION remains the honorable county governing body of Baldwin County, Alabama; and

WHEREAS, the COMMISSION recognizes that the purposes for which the ACF was organized helps to improve and protect Alabama's coastal environment through cooperation, education and participation and, therefore, based upon the aforementioned benefits endowed upon the general public, the COMMISSION approved a one-time appropriation of Five Thousand Dollars and 00/100 ($5,000.00), by and through its Baldwin County Fiscal Year 2020-2021 Budget, to pay the ACF funds specifically allocated towards the hiring of interns that will act as ambassadors to help educate the public about keeping the beach clean, filling any holes every evening, picking up trash and not using flashlights or flash photography when on the beach during nesting season; and

WHEREAS, the COMMISSION makes such one-time funding appropriation to the ACF 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. 2nd 953 (Ala. 1994).

NOW THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties hereto, do 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. The ACF shall continue to develop and carry out their various coastal programs benefits the general public.

3. All ACF facilities, activities and services will be made available to the general public provided that the following conditions are met, to-wit: ACF facilities, activities and services must be utilized in accordance with ACF policies.

4. The ACF shall have a nondiscriminatory policy and its facilities, activities and services will be available to all members of the general public regardless of race, age, sex, religion or disability.

5. The COMMISSION will assist the ACF with a one-time funding appropriation of Five Thousand Dollars and 00/100 ($5,000.00) to pay the ACF funds specifically allocated towards the hiring of interns that will act as ambassadors to help educate the public about keeping the beach clean, filling any holes every evening, picking up trash and not using flashlights or flash photography when on the beach during nesting season with said funding to benefit the general public.

6. The ACF expressly agrees not to use any of the one-time funding appropriation set forth at Section 5 of this Agreement outside the purposes provided at Section 5 of this Agreement and, furthermore, agrees not to use any of the one-time funding appropriation set forth at Section 5 of this Agreement to aid any private or individual benefit. It being expressly understood that the one-time funding appropriation set forth at Section 5 of this Agreement, as provided by the COMMISSION, be utilized, by the ACF, only toward the purposes set forth in this Agreement.

7. The ACF shall fully indemnify and hold the COMMISSION, its County Commissioners, departments, employees, supervisors, insurer, agents, representatives and attorneys (for purposes of this Section 7 referred to collectively as "COMMISSION") 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 ACF 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. This provision shall survive the expiration or termination of this Agreement.

8. This Agreement and the relationship created hereby does not in any manner create, imply or otherwise vest any authority in the ACF 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 ACF is an agent of the COMMISSION.

9. The ACF shall ensure that all materials publicizing or resulting from the funding appropriation as provided for by this Agreement shall contain an acknowledgment of the COMMISSION's assistance with said acknowledgment of support made through the use of the following comparable footnote: "This activity was supported by the Baldwin County Commission."

10. Notwithstanding anything written herein to the contrary, all commitments made herein by the COMMISSION are subject to the availability of funds. If at any time 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.

11. The ACF agrees, as a condition of receiving the funding appropriation referenced in this Agreement, to:

    a. Supply to the COMMISSION, within 30 days from a written request to do so, all applicable data that is necessary for the COMMISSION to ensure the proper expenditure of the subject funding appropriation.

    b. File with the COMMISSION no later than June 11, 2021, a written report of its activities for the preceding period which commenced on October 1, 2020, to ensure the proper expenditure of the subject funding appropriation.

12. This Agreement, as provided in the form of one (1) original instrument for the records of the ACF, 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 ACF. It shall be necessary to account for only one (1) such instrument or counterpart in proving this Agreement.

13. This Agreement shall be in effect for a period of twelve (12) months, or in a shorter time as may be determined by the COMMISSION, commencing October 1, 2020, and expiring September 30, 2021, and may be amended only by written amendment executed by the COMMISSION and the ACF. The COMMISSION shall have the right to terminate this Agreement, with or without cause, by giving thirty (30) days

written notice to the ACF. Notwithstanding the aforementioned, the ACF acknowledges and agrees that all its obligations under this Agreement and the COMMISSION's right to enforce such obligations survive the expiration and / or termination of this Agreement.

14. 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.

15. Should the COMMISSION employ an attorney or attorneys to enforce any of the terms and conditions hereof, the COMMISSION shall be entitled to recover from the ACF all reasonable costs, damages, and expenses, including reasonable attorneys' fees, expended or incurred in connection therewith.

16. 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.

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

BALDWIN COUNTY COMMISSION

_____
BILLIE JO UNDERWOOD
As Its: Chairman
Date: _____

ATTEST:

_____
WAYNE 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 BILLIE JO UNDERWOOD, as Chairman of the Baldwin County Commission, and WAYNE DYESS, as County Administrator of the Baldwin County Commission, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me and on this day that, being informed of the contents of said instrument, they, as such Chairman and County Administrator 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 _____, 2020.

_____
NOTARY PUBLIC
My Commission expires: _____

ALABAMA COASTAL FOUNDATION
PO BOX 246
Fairhope, AL 36533

_____
By:
As Its: Chairman, Board of Directors
Date: _____

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 _____, as Chairman of the Board of Directors of the ALABAMA COASTAL FOUNDATION, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me and on this day that, being informed of the contents of said instrument, he/she, as such Chairman of the Board of Directors of the ALABAMA COASTAL FOUNDATION, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said ALABAMA COASTAL FOUNDATION.

GIVEN under my hand and seal this the _____ day of _____, 2020.

_____
NOTARY PUBLIC
My Commission expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

AGREEMENT

THIS AGREEMENT ("Agreement") is entered into between the ALABAMA EXTENSION SERVICE / ALABAMA COOPERATIVE EXTENSION SYSTEM (hereinafter referred to as "ACES"), and the BALDWIN COUNTY COMMISSION, the governing body of Baldwin County, Alabama (hereinafter referred to as "COMMISSION"), and is effective the date last executed below.

WHEREAS, the ALABAMA EXTENSION SERVICE / ALABAMA COOPERATIVE EXTENSION SYSTEM (hereinafter referred to as "ACES") is organized in accordance with, and exercising those powers conferred by, Section 2-30-1, *et seq.*, of the Code of Alabama (1975); and

WHEREAS, the COMMISSION remains the honorable county governing body of Baldwin County, Alabama; and

WHEREAS, the COMMISSION recognizes that ACES serves as the primary outreach organization for the land-grant mission of Alabama A&M University and Auburn University, which delivers research-based educational programs that enable people to improve their quality of life and economic well-being, said research-based educational programs including, but not limited to, agriculture, forestry and natural resources, urban and nontraditional programs, family and individual well-being, community and economic development and 4-H and youth development; and

WHEREAS, to accomplish the aforementioned and in Baldwin County, Alabama, ACES maintains an office (hereinafter referred to as "ACES BALDWIN COUNTY OFFICE"), providing its research-based educational programs, in Baldwin County, Alabama, whereby ACES BALDWIN COUNTY OFFICE assists the general public of Baldwin County, Alabama, toward the fulfillment of ACES research-based educational programs which benefit the quality of life and economic well-being of the general public, including advocating educational programs important to the continued sustenance of the agricultural community of Baldwin County, Alabama; and

WHEREAS, in recognition of the aforementioned, the COMMISSION, by and through its Baldwin County Fiscal Year 2020-2021 Budget, approved a one-time total funding appropriation of Fifty-three Thousand Eight Hundred Fifty-four dollars and 00/100 ($53,854.00) to exclusively aid the ACES BALDWIN COUNTY OFFICE continue its research-based educational programs benefiting the quality of life and economic well-being of the general public of Baldwin County, Alabama, including advocating educational programs important to the continued sustenance of the agricultural community of Baldwin County, Alabama, and, furthermore, the COMMISSION set aside Eight Hundred Fifty-two Dollars and 00/100 ($852.00) to pay for internal costs related to the use of the county telephone system by the ACES BALDWIN COUNTY OFFICE in its continuance of the public purposes, in Baldwin County, Alabama, as enumerated at Section 2-30-1, *et seq.*, of the Code of Alabama (1975); and

WHEREAS, further, the COMMISSION makes such one-time total funding appropriation to ACES 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).

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. ACES shall continue to deliver research-based educational programs to, and which enable, the people of the State of Alabama to improve their quality of life and economic well-being, said research-based educational programs including, but not limited to, agriculture, forestry and natural resources, urban and nontraditional programs, family and individual well-being, community and economic development and 4-H and youth development.

3. ACES shall continue their provision of the ACES BALDWIN COUNTY OFFICE to provide its research-based educational programs, in Baldwin County, Alabama, to assist the general public of Baldwin County, Alabama, toward the fulfillment of ACES's research-based educational programs which benefit the quality of life and economic well-being of the general public, including advocating educational programs important to the continued sustenance of the agricultural community of Baldwin County, Alabama.

4. All ACES and ACES BALDWIN COUNTY OFFICE facilities, services and activities shall be made available to the general public.

5. ACES and ACES BALDWIN COUNTY OFFICE shall have a nondiscriminatory policy, and its facilities, services and activities shall be available to the general public regardless of race, age, sex, disability or religion.

    a. The COMMISSION will convey to ACES a one-time total funding appropriation of Fifty-three Thousand Eight Hundred Fifty-four Dollars and 00/100 ($53,854.00) as financial assistance to be used exclusively by the ACES BALDWIN COUNTY OFFICE to aid the ACES BALDWIN COUNTY OFFICE continue its research-based educational programs benefiting the quality of life and economic well-being of the general public of Baldwin County, Alabama, including advocating educational programs important to the continued sustenance of the agricultural community of Baldwin County, Alabama; and

    b. The COMMISSION will set aside Eight Hundred Fifty-two Dollars and 00/100 ($852.00) to pay for internal costs related to the use of the county telephone system by the ACES BALDWIN COUNTY OFFICE in their continuance of the public purposes as enumerated at Section 2-30-1, *et seq.*, of the Code of Alabama (1975), said Eight Hundred and Fifty-two Dollars and 00/100 ($852.00) remaining separate and apart from the one-time total funding appropriation provided at Section 6. [a] of this Agreement and non-conveyable to ACES or the ACES BALDWIN COUNTY OFFICE.

6. ACES and the ACES BALDWIN COUNTY OFFICE, both, expressly agree not to use the one-time total funding appropriation set forth at Section 6 of this Agreement outside the purposes provided at Section 6 of this Agreement and, furthermore, agrees not to use the one-time total funding appropriation set forth at Section 6 of this Agreement to aid any private or individual benefit or utilize the county telephone system for non-public purposes. It being expressly understood that the one-time total funding appropriation set forth at Section 6 of this Agreement, as

provided by the COMMISSION, be conveyed by ACES to the ACES BALDWIN COUNTY OFFICE and utilized, by said ACES BALDWIN COUNTY OFFICE, in a manner consistent with this Agreement.

8. This Agreement and the relationship created hereby does not in any manner create, imply or otherwise vest, any authority in ACES and / or the ACES BALDWIN COUNTY OFFICE 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 ACES and / or the ACES BALDWIN COUNTY OFFICE is / are (an) agent(s) of the COMMISSION.

9. To the fullest extent allowed by law, ACES and the ACES BALDWIN COUNTY OFFICE shall fully indemnify and hold the COMMISSION, its County Commissioners, departments, employees, supervisors, insurer, agents, representatives and attorneys (for purposes of this Section 9 referred to collectively as "COMMISSION") 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 ACES, ACES BALDWIN COUNTY OFFICE 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 9 and the rights, duties and obligations set forth herein shall survive the expiration or termination of this Agreement.

10. ACES and the ACES BALDWIN COUNTY OFFICE shall ensure that all materials publicizing or resulting from the funding appropriation as provided for by this Agreement shall contain an acknowledgment of the COMMISSION's assistance with said acknowledgment of support made through the use of the following comparable footnote: "This activity was supported by the Baldwin County Commission."

11. 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.

12. ACES and the ACES BALDWIN COUNTY OFFICE agrees, as a condition of receiving the funding appropriation referenced in this Agreement, to:

    a. Supply to the COMMISSION, within 30 days from a written request to do so, all applicable data that is necessary for the COMMISSION to ensure the proper expenditure of the subject funding appropriation.

    b. File with the COMMISSION no later than June 11, 2021, a written report of its activities for the preceding period which commenced on October 1, 2020, a copy of an annual report that includes the appropriation period, and a copy of the most recently audited financial statements (audited financial statements must be from within the last two years, i.e. year 2019 or 2020, and should include an independent auditor's report, statement of financial position, statement of activities, statement of cash flows, and notes to the financial statements) to ensure the proper expenditure of the subject funding appropriation.

13. This Agreement, provided in the form as one (1) original instrument for the records of ACES and one (1) original instrument for the records of the ACES BALDWIN COUNTY OFFICE and one (1) original instrument for the records of the COMMISSION, represents the entire terms and conditions of the Agreement between the COMMISSION and ACES and the ACES BALDWIN COUNTY OFFICE. It shall be necessary to account for only one (1) such instrument or counterpart in proving this Agreement.

14. This Agreement shall be in effect for a period of twelve (12) months, or in a shorter time as may be determined by the COMMISSION, commencing October 1, 2020, and expiring September 30, 2021, and may be amended, during the aforementioned period of twelve (12) months, only by written amendment executed by the COMMISSION and ACES and the ACES BALDWIN COUNTY OFFICE. The COMMISSION shall have the right to terminate this Agreement, with or without cause or reason, by giving thirty (30) days written notice to ACES and the ACES BALDWIN COUNTY OFFICE.

15. 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.

16. Should the COMMISSION employ an attorney or attorneys to enforce any of the terms and conditions hereof, the COMMISSION shall be entitled to recover from the ACES all reasonable costs, damages, and expenses, including reasonable attorneys' fees, expended or incurred in connection therewith.

17. 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.

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

BALDWIN COUNTY COMMISSION

_____
BILLIE JO UNDERWOOD
As Its: Chairman
Date: _____

ATTEST:

_____
WAYNE 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 BILLIE JO UNDERWOOD, as Chairman of the Baldwin County Commission, and WAYNE DYESS, as County Administrator of the Baldwin County Commission, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me and on this day that, being informed of the contents of said instrument, they, as such Chairman and County Administrator 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 _____, 2020.

_____
NOTARY PUBLIC
My Commission expires: _____

ALABAMA EXTENSION SERVICE / ALABAMA COOPERATIVE EXTENSION SYSTEM

_____
DR. GARY LEMME
As Its: Director
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 DR. GARY LEMME, as Director of the Alabama Extension Service / Alabama Cooperative Extension System, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me and on this day that, being informed of the contents of said instrument, he, as such Director of the Alabama Extension Service / Alabama Cooperative Extension System, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Alabama Extension Service / Alabama Cooperative Extension System.

GIVEN under my hand and seal this the _____ day of _____, 2020.

_____
NOTARY PUBLIC
My Commission expires: _____

ALABAMA EXTENSION SERVICE / ALABAMA COOPERATIVE EXTENSION SYSTEM BALDWIN COUNTY OFFICE
302A Byrne Street
Bay Minette, Alabama 36507

_____
KATHERINE SHEPARD
As Its: (Baldwin) County Extension Coordinator

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 KATHERINE SHEPARD, as the (Baldwin) County Extension Coordinator of the Alabama Extension Service / Alabama Cooperative Extension System, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me and on this day that, being informed of the contents of said instrument, she, as such (Baldwin) County Extension Coordinator of the Alabama Extension Service / Alabama Cooperative Extension System, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of the Baldwin County Office of the Alabama Extension Service / Alabama Cooperative Extension System.

GIVEN under my hand and seal this the _____ day of _____, 2020.

_____
NOTARY PUBLIC
My Commission expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

AGREEMENT

THIS AGREEMENT ("Agreement") is entered into between BOYS & GIRLS RANCHES OF ALABAMA, INC, an Alabama non-profit corporation (hereinafter referred to as the "BGRA"), and the BALDWIN COUNTY COMMISSION, the governing body of Baldwin County, Alabama (hereinafter referred to as "COMMISSION"), and is effective the date last executed below.

WHEREAS, the BGRA is an Alabama non-profit corporation, the purpose of which is to provide long-term residential housing for abandoned, abused and neglected children at multiple locations throughout the state of Alabama, with the local facility being the Baldwin County Boys Ranch in Summerdale, Alabama; and

WHEREAS, the COMMISSION remains the honorable county governing body of Baldwin County, Alabama; and

WHEREAS, the COMMISSION recognizes that the purposes for which the BGRA was organized provides long-term residential housing for abandoned, abused and neglected children at multiple locations throughout the state of Alabama, with the local facility being the Baldwin County Boys Ranch in Summerdale, Alabama and, therefore, based upon the aforementioned benefits endowed upon the general public, the COMMISSION approved a one-time appropriation of Eight-Thousand Four Hundred Dollars and 00/100 ($8,400.00), by and through its Baldwin County Fiscal Year 2020-2021 Budget, to pay the BGRA funds specifically allocated towards the replacement of aging washing machines and dryers at the Baldwin County Boys Ranch in Summerdale, Alabama; and

WHEREAS, the COMMISSION makes such one-time funding appropriation to the BGRA 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. 2nd 953 (Ala. 1994).

NOW THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties hereto, do 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. The BGRA shall continue to provide long-term residential housing for abandoned, abused and neglected children at multiple locations throughout the state of Alabama, with the local location being the Baldwin County Boys Ranch located in Summerdale, Alabama which benefits the at-risk youth of Baldwin County, Alabama, as well as the general public.

3. All BGRA facilities, activities and services will be made available to the general public provided that the following conditions are met, to-wit: BGRA facilities, activities and services must be utilized in accordance with BGRA policies.

4. The BGRA shall have a nondiscriminatory policy and its facilities, activities and services will be available to all members of the general public regardless of race, age, sex, religion or disability.

5. The COMMISSION will assist the BGRA with a one-time funding appropriation of Eight-Thousand Four Hundred Dollars and 00/100 ($8,400.00) to pay the BGRA funds specifically allocated towards the

replacement of aging washing machines and dryers at the Baldwin County Boys Ranch in Summerdale, Alabama with said funding to benefit the at-risk youth of Baldwin County, Alabama, as well as the general public.

6. The BGRA expressly agrees not to use any of the one-time funding appropriation set forth at Section 5 of this Agreement outside the purposes provided at Section 5 of this Agreement and, furthermore, agrees not to use any of the one-time funding appropriation set forth at Section 5 of this Agreement to aid any private or individual benefit. It being expressly understood that the one-time funding appropriation set forth at Section 5 of this Agreement, as provided by the COMMISSION, be utilized, by the BGRA, only toward the purposes set forth in this Agreement.

7. The BGRA shall fully indemnify and hold the COMMISSION, its County Commissioners, departments, employees, supervisors, insurer, agents, representatives and attorneys (for purposes of this Section 7 referred to collectively as "COMMISSION") 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 BGRA 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. This provision shall survive the expiration or termination of this Agreement.

8. This Agreement and the relationship created hereby does not in any manner create, imply or otherwise vest any authority in the BGRA 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 BGRA is an agent of the COMMISSION.

9. The BGRA shall ensure that all materials publicizing or resulting from the funding appropriation as provided for by this Agreement shall contain an acknowledgment of the COMMISSION's assistance with said acknowledgment of support made through the use of the following comparable footnote: "This activity was supported by the Baldwin County Commission."

10. Notwithstanding anything written herein to the contrary, all commitments made herein by the COMMISSION are subject to the availability of funds. If at any time 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.

11. The BGRA agrees, as a condition of receiving the funding appropriation referenced in this Agreement, to:

    a. Supply to the COMMISSION, within 30 days from a written request to do so, all applicable data that is necessary for the COMMISSION to ensure the proper expenditure of the subject funding appropriation.

    b. File with the COMMISSION no later than June 11, 2021, a written report of its activities for the preceding period which commenced on October 1, 2020 and a copy of an annual report that includes the appropriation period to ensure the proper expenditure of the subject funding appropriation.

12. This Agreement, as provided in the form of one (1) original instrument for the records of the BGRA, 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 BGRA. It shall be necessary to account for only one (1) such instrument or counterpart in proving this Agreement.

13. This Agreement shall be in effect for a period of twelve (12) months, or in a shorter time as may be determined by the COMMISSION, commencing October 1, 2020,

and expiring September 30, 2021, and may be amended only by written amendment executed by the COMMISSION and the BGRA. The COMMISSION shall have the right to terminate this Agreement, with or without cause, by giving thirty (30) days written notice to the BGRA. Notwithstanding the aforementioned, the BGRA acknowledges and agrees that all its obligations under this Agreement and the COMMISSION's right to enforce such obligations survive the expiration and / or termination of this Agreement.

14. 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.

15. Should the COMMISSION employ an attorney or attorneys to enforce any of the terms and conditions hereof, the COMMISSION shall be entitled to recover from the BGRA all reasonable costs, damages, and expenses, including reasonable attorneys' fees, expended or incurred in connection therewith.

16. 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.

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

BALDWIN COUNTY COMMISSION

_____
BILLIE JO UNDERWOOD
As Its: Chairman
Date: _____

ATTEST:

_____
WAYNE 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 BILLIE JO UNDERWOOD, as Chairman of the Baldwin County Commission, and WAYNE DYESS, as County Administrator of the Baldwin County Commission, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me and on this day that, being informed of the contents of said instrument, they, as such Chairman and County Administrator 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 _____, 2020.

_____
NOTARY PUBLIC
My Commission expires: _____

BOYS & GIRLS RANCHES OF ALABAMA, INC.
ATTENTION: MICHAEL S. SMITH, CEO
PO BOX 240009
MONTGOMERY, AL 36124-0009

_____
By:
As Its: CEO, Boys & Girls Ranches of Alabama, Inc.
Date: _____

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 _____, as CEO of the Boys & Girls Ranches of Alabama, Inc., whose name is signed to the foregoing instrument and who is known to me, acknowledged before me and on this day that, being informed of the contents of said instrument, he/she, as such CEO of the Boys & Girls Ranches of Alabama, Inc., and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Boys & Girls Ranches of Alabama, Inc.

GIVEN under my hand and seal this the _____ day of _____, 2020.

_____
NOTARY PUBLIC
My Commission expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

AGREEMENT

WHEREAS, the BALDWIN COUNTY ECONOMIC DEVELOPMENT ALLIANCE, INC. (hereinafter referred to as "BC ECONOMIC DEVELOPMENT ALLIANCE"), is an Alabama nonprofit corporation the purpose of which is to promote the economic development of Baldwin County, Alabama; and

WHEREAS, the BALDWIN COUNTY COMMISSION (hereinafter referred to as "COMMISSION") remains the honorable county governing body of Baldwin County, Alabama; and

WHEREAS, the COMMISSION has determined that it would be in the best interest of the citizens of Baldwin County, Alabama, to continue and actively pursue economic development in Baldwin County, Alabama; and

WHEREAS, the BC ECONOMIC DEVELOPMENT ALLIANCE was established with the specific purpose of implementing a program of economic development to promote and improve the quality of life for the citizens of Baldwin County, Alabama; and

WHEREAS, the COMMISSION and BC ECONOMIC DEVELOPMENT ALLIANCE have agreed and intend to work in conjunction with one another to promote economic development in Baldwin County, Alabama; and

WHEREAS, the COMMISSION recognizes that §11-3-11 (19), Code of Alabama (1975) provides authority for county commissions of the State of Alabama to set aside, appropriate and use county funds or revenues for the purpose of developing, advertising and promoting the agricultural, mineral, timber, water, labor and all other resources of every kind of the county and for the purpose of locating and promoting agricultural, industrial and manufacturing plants, factories and other industries in the county; further, that the county commissions of the State of Alabama are authorized to enter into contracts with any person, firm, corporation or association to carry out the aforementioned purposes; and

WHEREAS, further, the COMMISSION recognizes that Section 6 of Act No. 239, 1931 Regular Session of the Legislature of Alabama [Local Acts Alabama, 1931, p. 100] as amended, and specifically amended by Act No. 351, 1953 Regular Session of the Legislature of Alabama [Acts of Alabama, Regular Session 1953, Vol. I, p. 417] provides authority for the COMMISSION to appropriate money to advertise and develop any of its resources; and

WHEREAS, further, the COMMISSION recognizes that the initiative and mission of the BC ECONOMIC DEVELOPMENT ALLIANCE will benefit Baldwin County, Alabama's economic development by promoting the area's many and varied resources, including, but not limited to, its industrial, manufacturing, technological and human / labor resources which will benefit said overall economic development resources which, collectively, promotes the economic well-being of the citizens of the county and, therefore, as collectively authorized by §11-3-11 (19), Code of Alabama (1975) and Section 6 of Act No. 239, 1931 Regular Session of the Legislature of Alabama, as amended, the COMMISSION, by and through their Baldwin County Fiscal Year 2020-

2021 Budget, approved funding assistance subject to the conditions set forth by this Agreement to the BC ECONOMIC DEVELOPMENT ALLIANCE to assist said BC ECONOMIC DEVELOPMENT ALLIANCE toward its economic development initiative and mission which will benefit Baldwin County, Alabama's economic development by promoting the area's many and varied resources, including, but not limited, to its industrial, manufacturing, technological and human / labor resources which will benefit said overall economic development resources which, collectively, promotes the economic well-being of the citizens of the county; and

WHEREAS, further, the COMMISSION makes such funding assistance to the BC ECONOMIC DEVELOPMENT ALLIANCE 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

WHEREAS, additionally, in accordance with, and respecting the parameters set forth by, Amendment No. 750 and Amendment No. 772 to the Constitution of Alabama 1901, the COMMISSION authorized said funding assistance to the BC ECONOMIC DEVELOPMENT ALLIANCE pursuant to *Resolution #2020-126 and Resolution #2020-127* of the COMMISSION as adopted during the September 15, 2020, regular meeting of said honorable county governing body which instrument remains compliant with Amendment No. 750 and Amendment No. 772 to the Constitution of Alabama 1901.

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. The term of this Agreement shall commence October 1, 2020, and terminate on September 30, 2021, or in a shorter time as may be determined exclusively by the COMMISSION. The COMMISSION shall have the right to terminate this Agreement, with or without cause or reason, by giving thirty (30) days written notice to the BC ECONOMIC DEVELOPMENT ALLIANCE.

3. The COMMISSION's fiscal year commences October 1 and expires September 30 of the succeeding year. For Fiscal Year 2020-2021, the COMMISSION, subject to all terms and conditions herein, including without limitation Section 6. K., agrees to pay to the BC ECONOMIC DEVELOPMENT ALLIANCE Three Hundred Eighty Thousand Dollars and 00/100 ($380,000.00).

4. As a condition of receiving the COMMISSION's funding assistance referenced in Section 3. of this Agreement, the BC ECONOMIC DEVELOPMENT ALLIANCE shall perform the following services in conjunction with and for the benefit of the COMMISSION, to wit:

    A. To seek out and employ a staff to oversee the programs and services of the BC ECONOMIC DEVELOPMENT ALLIANCE. The BC ECONOMIC DEVELOPMENT ALLIANCE shall have

total control over the process of selection of said staff and shall be entirely responsible for said hiring or termination of said staff. The COMMISSION shall have no responsibility regarding the hiring, employment, compensation or termination of said staff and shall have no employment relationship whatsoever with said staff.

B. To provide and administer economic development services for the COMMISSION.

C. To seek, discover and endeavor to attract and promote new and expanding commercial prospects within Baldwin County, Alabama, and to create new jobs and employment and economic improvements and expansion for the benefit of the citizens of Baldwin County, Alabama.

D. To gather, keep updated, research and distribute information and data to be used as advertisements and presentations to general and specific business and industrial prospects.

E. To develop and secure tools of the trade such as maps, charts, photos, topographical maps, briefing facilities, brochures, reports, etc. necessary and required to adequately promote new and expanding business and industry.

F. To work with existing businesses for expansions, problem-solving, counseling and other services pertinent to their expansion.

G. To work for the mutual economic and industrial development of the Baldwin County, Alabama, and pursuant thereto to maintain contact, cooperate and work closely with other agencies and organizations with similar purposes such as the following: Alabama Department of Economic and Community Affairs; Alabama Development Office; industrial development departments of public and private utilities; local, area and regional planning and development agencies; highway, air and water transportation development organizations; and all other groups, organizations, agencies and individuals pertinent to the purposes stated herein.

H. To continue a public-private partnership program for economic development in Baldwin County, Alabama.

I. To recruit new economic development investment, including international recruiting efforts.

J. To secure real property through contract, deed, or option for the purpose of locating businesses and/or industry in Baldwin County, Alabama.

5. As a further condition of receiving the COMMISSION's funding assistance referenced in Section 3. of this Agreement, the BC ECONOMIC DEVELOPMENT ALLIANCE shall perform the following services in conjunction with and for the benefit of the COMMISSION, to wit: to specifically seek, discover and endeavor to attract and promote new and expanding commercial prospects for the South Alabama Mega

Site located in North Baldwin County which promotion shall create new jobs and employment and economic improvements and expansion for the benefit of the citizens of Baldwin County, Alabama.

6. As a condition of receiving the COMMISSION's funding assistance referenced in Section 3. of this Agreement, the BC ECONOMIC DEVELOPMENT ALLIANCE, furthermore, expressly agrees to as follows:

   A. All BC ECONOMIC DEVELOPMENT ALLIANCE facilities, services, activities and membership shall be made available to the general public in accordance with BC ECONOMIC DEVELOPMENT ALLIANCE rules and policies.

   B. The BC ECONOMIC DEVELOPMENT ALLIANCE shall have a nondiscriminatory policy and its facilities, services, activities and membership will be available to the general public regardless of race, age, sex, disability or religion.

   C. The BC ECONOMIC DEVELOPMENT ALLIANCE shall not use any funding assistance referenced in this Agreement outside the provision of economic development services set forth in this Agreement and, furthermore, shall not use any of the funding assistance as set forth by this Agreement to aid any private or individual benefit. It being expressly understood, by the BC ECONOMIC DEVELOPMENT ALLIANCE, that the funding assistance referenced by this Agreement, as provided by the COMMISSION, be utilized, by the BC ECONOMIC DEVELOPMENT ALLIANCE, only toward their provision of economic development services set forth in this Agreement.

   D. The BC ECONOMIC DEVELOPMENT ALLIANCE understands that this Agreement and the relationship created hereby does not in any manner create, imply or otherwise vest any authority in the BC ECONOMIC DEVELOPMENT ALLIANCE on behalf of the COMMISSION. Furthermore, the BC ECONOMIC DEVELOPMENT ALLIANCE understands that this Agreement hereby expressly forbids the creation of an agency or any action that would create or imply that the BC ECONOMIC DEVELOPMENT ALLIANCE is an agent of the COMMISSION.

   E. The BC ECONOMIC DEVELOPMENT ALLIANCE shall take all steps at its own expense, as the COMMISSION may from time-to-time request, to indicate and assure that it is an independent contractor.

   F. The BC ECONOMIC DEVELOPMENT ALLIANCE understands that the COMMISSION has no financial interest in the business of the BC ECONOMIC DEVELOPMENT ALLIANCE and that the COMMISSION shall not be liable for any debts incurred by the BC ECONOMIC DEVELOPMENT ALLIANCE, nor shall the COMMISSION be deemed or construed to be a partner, joint venturer or likewise interested in the assets of the BC ECONOMIC DEVELOPMENT ALLIANCE or profits earned or derived by the BC ECONOMIC DEVELOPMENT ALLIANCE, nor shall the BC ECONOMIC DEVELOPMENT ALLIANCE at any time use

the name or credit of the COMMISSION in purchasing, or attempting to purchase equipment, supplies or other things whatsoever.

G. To the fullest extent allowed by law the BC ECONOMIC DEVELOPMENT ALLIANCE shall indemnify and hold the COMMISSION its County Commissioners, departments, employees, supervisors, insurer, agents, representatives and attorneys (for purpose of this Section 6. G. referred to collectively as "Commission") completely harmless from any and all claims, notices, violations, findings or orders of whatsoever kind or character which may arise or be made, or which are in any way related to or resulting from the work to be done and duties or obligations performed by the BC ECONOMIC DEVELOPMENT ALLIANCE or COMMISSION pursuant to this agreement, including, without limitation, attorney fees and legal expenses incurred as a result of the COMMISSION enforcing, defending, or complying with this Agreement, or otherwise addressing actions or claims made related in any way to this Agreement. The provisions of this Section 6. G. and the rights, duties and obligations set forth herein shall survive the expiration or termination of this Agreement.

H. The BC ECONOMIC DEVELOPMENT ALLIANCE shall ensure that all materials publicizing or resulting from the funding assistance referenced in this Agreement shall contain an acknowledgment of the COMMISSION's assistance with said acknowledgment of support made through the use of the following comparable footnote: "This activity was supported by the Baldwin County Commission."

I. The BC ECONOMIC DEVELOPMENT ALLIANCE shall not transfer or assign this Agreement or any of the rights or privileges granted herein without the prior written consent of the COMMISSION.

J. The BC ECONOMIC DEVELOPMENT ALLIANCE shall comply strictly with all laws of Baldwin County, Alabama, the State of Alabama, the United States of America and all rules and regulations of all applicable agencies thereof.

K. Notwithstanding anything written herein to the contrary, the BC ECONOMIC DEVELOPMENT ALLIANCE understands and agrees that all commitments made herein by the COMMISSION are subject to the availability of funds and, furthermore, the BC ECONOMIC DEVELOPMENT ALLIANCE agrees that if the COMMISSION determines at any time prior to the conveyance of any funding assistance set forth by this agreement that the subject funds are not available, then the COMMISSION shall no longer be obligated or required to provide any such funding assistance.

L. The BC ECONOMIC DEVELOPMENT ALLIANCE agrees, as a condition of receiving the funding assistance referenced in this Agreement, to:

1) Supply to the COMMISSION, within 30 days from a written request to do so, all applicable data that is necessary for the COMMISSION to

ensure the proper expenditure of the subject funding appropriations and funding assistance.

2) File with the COMMISSION no later than June 11, 2021, a written report of its activities for the preceding period which commenced on October 1, 2020, a copy of an annual report that includes the appropriation period, and a copy of the most recently audited financial statements (audited financial statements must be from within the last two years, i.e. year 2019 or 2020, and should include an independent auditor's report, statement of financial position, statement of activities, statement of cash flows, and notes to the financial statements) to ensure the proper expenditure of the subject funding appropriation.

7. This Agreement, provided in the form as one (1) original instrument for the records of the BC ECONOMIC DEVELOPMENT ALLIANCE 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 BC ECONOMIC DEVELOPMENT ALLIANCE. It shall be necessary to account for only one (1) such instrument or counterpart in proving this Agreement. This Agreement can be amended, during its term, only by written amendment executed by the COMMISSION and the BC ECONOMIC DEVELOPMENT ALLIANCE.

8. 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.

9. Should the COMMISSION employ an attorney or attorneys to enforce any of the terms and conditions hereof, the COMMISSION shall be entitled to recover from the BC ECONOMIC DEVELOPMENT ALLIANCE all reasonable costs, damages, and expenses, including reasonable attorneys' fees, expended or incurred in connection therewith.

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

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

BALDWIN COUNTY COMMISSION

_____
By: BILLIE JO UNDERWOOD
As Its: Chairman
Date: _____

ATTEST:

_____
WAYNE 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 BILLIE JO UNDERWOOD, as Chairman of the Baldwin County Commission, and WAYNE DYESS, as County Administrator of the Baldwin County Commission, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they, as such Chairman and County Administrator 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 _____, 2020.

_____
NOTARY PUBLIC, BALDWIN COUNTY, ALABAMA
My Commission expires: _____

BALDWIN COUNTY ECONOMIC DEVELOPMENT ALLIANCE, INC.
Post Office Box 1340
Robertsdale, Alabama 36567

_____
STANLEY RAYE (LEE) LAWSON, JR.
As its: President
Date: _____

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 STANLEY RAYE (LEE) LAWSON, JR., as President of the Baldwin County Economic Development Alliance, 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 said instrument, he, as such President and with full authority, executed the same voluntarily for and as the act of said Baldwin County Economic Development Alliance, Inc., on this the day the same bears date.

GIVEN, under my hand and Seal this the ____ day of _____, 2020.

_____
NOTARY PUBLIC, BALDWIN COUNTY, ALABAMA
My Commission expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

AGREEMENT

THIS AGREEMENT ("Agreement") is entered into between BALDWIN COUNTY HERITAGE MUSEUM ASSOCIATION, INC., an Alabama non-profit corporation (hereinafter referred to as the "BALDWIN HERITAGE MUSEUM"), and the BALDWIN COUNTY COMMISSION, the governing body of Baldwin County, Alabama (hereinafter referred to as "COMMISSION"), and is effective the date last executed below.

WHEREAS, the BALDWIN HERITAGE MUSEUM is an Alabama nonprofit corporation, located in Baldwin County, Alabama, the purpose of which is to, among other things enumerated in its governing Certificate of Incorporation, as amended, promote, sponsor and operate a public museum, known as the "Baldwin County Heritage Museum" located in Elberta, Alabama, for the preservation, perpetuation and exhibition of unique and historical specimens of the heritage of Baldwin County, especially the importance of agriculture, ethnic diversities in its settlements, and the history of Baldwin County; and

WHEREAS, the COMMISSION remains the honorable county governing body of Baldwin County, Alabama; and

WHEREAS, the COMMISSION recognizes that nurturing the historical largesse, as well as historical artifacts, of Baldwin County, Alabama, will greatly enhance our Baldwin County community, further providing a connection our citizens deserve to view the history, and historical artifacts, of Baldwin County, Alabama, at the public "Baldwin County Heritage Museum", and the COMMISSION, furthermore, recognizes that the BALDWIN HERITAGE MUSEUM's provision of their public "Baldwin County Heritage Museum" promotes the economic well-being of the citizens of Baldwin County, Alabama, by and through a myriad of activities related to tourism;

WHEREAS, based upon the aforementioned benefits endowed upon the general public, the COMMISSION, by and through their Baldwin County Fiscal Year 2020-2021 Budget, approved a one-time funding appropriation of Three Thousand Two Hundred Dollars and 00/100 ($3,200.00) to aid the BALDWIN HERITAGE MUSEUM in its provision of 'free-of-charge' public access, related to any admissions fee, to their public "Baldwin County Heritage Museum;" and

WHEREAS, the COMMISSION makes such one-time funding appropriations to the BALDWIN HERITAGE MUSEUM 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

WHEREAS, the aforesaid one-time funding appropriations remain compliant with Amendment No. 750 and Amendment No. 772 to the Constitution of Alabama 1901.

NOW THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties hereto, do 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. The BALDWIN HERITAGE MUSEUM will continue to, among other things enumerated in its governing Certificate of Incorporation, as amended, promote, sponsor and operate a public museum, known as the "Baldwin County Heritage Museum" located in Elberta, Alabama, for the preservation, perpetuation and exhibition of unique and historical specimens of the heritage of Baldwin County, especially the importance of agriculture, ethnic diversities in its settlements, and the history of Baldwin County.

3. All BALDWIN HERITAGE MUSEUM facilities, services and activities will be made available to the general public of Baldwin County, Alabama, in accordance with BALDWIN HERITAGE MUSEUM policies.

4. The BALDWIN HERITAGE MUSEUM shall have a nondiscriminatory policy and its facilities, services, activities and membership will be available to all members of the general public regardless of race, age, sex, religion or disability.

5. The COMMISSION shall assist the BALDWIN HERITAGE MUSEUM by providing a one-time funding appropriation of Three Thousand Two Hundred Dollars and 00/100 ($3,200.00) in order to aid the BALDWIN HERITAGE MUSEUM in its provision of ‘free-of-charge’ public access, related to any admissions fee, to their public “Baldwin County Heritage Museum.”

6. The BALDWIN HERITAGE MUSEUM expressly agrees not to use any of the one-time funding appropriations set forth in Section 5 of this Agreement outside the purposes provided in Section 5 of this Agreement and, furthermore, agrees not to use any of the one-time funding appropriations set forth in Section 5 of this Agreement to aid any private or individual benefit. It being expressly understood that the one-time funding appropriations set forth in Section 5 of this Agreement, as provided by the COMMISSION, be utilized, by the BALDWIN HERITAGE MUSEUM, only toward the purposes, in the respective amounts, provided in Section 5 of this Agreement.

7. This Agreement and the relationship created hereby does not in any manner create, imply or otherwise vest, any authority in the BALDWIN HERITAGE MUSEUM 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 BALDWIN HERITAGE MUSEUM is an agent of the COMMISSION.

8. To the fullest extent allowed by law, the BALDWIN HERITAGE MUSEUM shall fully indemnify and hold the COMMISSION, its County Commissioners, departments, employees, supervisors, insurer, agents, representatives and attorneys (for purposes of this Section 8 referred to collectively as "COMMISSION") 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 BALDWIN HERITAGE MUSEUM 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 8 and the rights, duties and obligation set forth herein shall survive the expiration or termination of this Agreement.

9. The BALDWIN HERITAGE MUSEUM shall ensure that all materials publicizing or resulting from the funding appropriation as provided for by this Agreement shall contain an acknowledgment of the COMMISSION's assistance with said acknowledgment of support made through the use of the following comparable footnote: "This activity was supported by the Baldwin County Commission."

10. 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.

11. The BALDWIN HERITAGE MUSEUM agrees, as a condition of receiving the funding appropriation referenced in this Agreement, to:

    a. Supply to the COMMISSION, within 30 days from a written request to do so, all applicable data that is necessary for the COMMISSION to ensure the proper expenditure of the subject funding appropriation.

    b. File with the COMMISSION no later than June 11, 2021, a written report of its activities for the preceding period which commenced on October 1, 2020 to ensure the proper expenditure of the subject funding appropriation.

12. This Agreement, as provided in the form of one (1) original instrument for the records of the BALDWIN HERITAGE MUSEUM 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 BALDWIN HERITAGE MUSEUM. It shall be necessary to account for only one (1) such instrument or counterpart in proving this Agreement.

13. This Agreement shall be in effect for a period of twelve (12) months, or in a shorter time as may be determined by the COMMISSION, commencing October 1, 2020, and expiring September 30, 2021, and may be amended, during the aforementioned period of twelve (12) months, only by written amendment executed by the COMMISSION and the BALDWIN HERITAGE MUSEUM. The COMMISSION shall have the right to terminate this Agreement, with or without cause or reason, by giving thirty (30) days written notice to the BALDWIN HERITAGE MUSEUM.

14. 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.

15. Should the COMMISSION employ an attorney or attorneys to enforce any of the terms and conditions hereof, the COMMISSION shall be entitled to recover from the BALDWIN HERITAGE MUSEUM all reasonable costs, damages, and expenses, including reasonable attorneys' fees, expended or incurred in connection therewith.

16. 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.

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

BALDWIN COUNTY COMMISSION

_____
BILLIE JO UNDERWOOD
Its: Chairman
Date: _____

ATTEST:

_____
WAYNE 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 BILLE JO UNDERWOOD, as Chairman of the Baldwin County Commission, and WAYNE DYESS, as County Administrator of the Baldwin County Commission, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me and on this day that, being informed of the contents of said instrument, they, as such Chairman and County Administrator 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 _____, 2020.

_____
NOTARY PUBLIC
My Commission expires: _____

BALDWIN COUNTY HERITAGE MUSEUM ASSOCIATION, INC.
P.O. Box 356
Elberta, Alabama 36530

_____
JUNE TAYLOR
As Its: Chairman
Date: _____

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 JUNE TAYLOR, as Chairman of the Baldwin County Heritage Museum Association, Inc., whose name is signed to the foregoing instrument and who is known to me, acknowledged before me and on this day that, being informed of the contents of said instrument, he, as such Chairman of the Baldwin County Heritage Museum Association, Inc., and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Baldwin County Heritage Museum Association, Inc.

GIVEN under my hand and seal this the _____ day _____, 2020.

_____
NOTARY PUBLIC
My Commission expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

AGREEMENT

THIS AGREEMENT ("Agreement") is entered into between BALDWIN COUNTY HISTORIC DEVELOPMENT COMMISSION, an Alabama non-profit governmental agency organized pursuant to Act No. 80-497 [Acts of Alabama, Regular Session 1980, Vol. II, p. 769], as amended by Act No. 89-960 [Acts of Alabama, Regular Session 1989, Vol. 2. P. 1897.] (hereinafter referred to as the " BC HISTORIC DEVELOPMENT COMMISSION"), and the BALDWIN COUNTY COMMISSION, the governing body of Baldwin County, Alabama (hereinafter referred to as "COMMISSION"), and is effective the date last executed below.

WHEREAS, the BC HISTORIC DEVELOPMENT COMMISSION is a non-profit governmental agency organized pursuant to Act No. 80-497 [Acts of Alabama, Regular Session 1980, Vol. II, p. 769], as amended by Act No. 89-960 [Acts of Alabama, Regular Session 1989, Vol. 2. P. 1897.] the purpose of which is to preserve and protect buildings of historic and architectural value within county commission designated historic districts, maintain the distinctive character of said county commission designated historic districts, foster and encourage the preservation, restoration and utilization of buildings of historic and architectural value in county commission designated historic districts and develop and promote county commission designated historic districts as major tourist attractions of historic and economic value; and

WHEREAS, the COMMISSION remains the honorable county governing body of Baldwin County, Alabama; and

WHEREAS, the COMMISSION recognizes the public purposes of the BC HISTORIC DEVELOPMENT COMMISSION pursuant to the authority set forth in Act No. 80-497, as amended by Act No. 89-960, and further, the COMMISSION recognizes that said BC HISTORIC DEVELOPMENT COMMISSION remains in need of financial assistance to accomplish the public purposes for which said BC HISTORIC DEVELOPMENT COMMISSION is organized; and

WHEREAS, in recognition of the aforementioned, the COMMISSION, by and through their Baldwin County Fiscal Year 2020-2021 Budget, approved a one-time funding appropriation of, Eleven Thousand Dollars and 00/100 ($11,000.00) with One Thousand Dollars and 00/100 ($1,000) appropriated to aid the BC HISTORIC DEVELOPMENT COMMISSION with administrative costs and with Ten Thousand Dollars and 00/100 ($10,000) appropriated to the BC HISTORIC DEVELOPMENT COMMISSION specifically for the groundskeeping and maintenance of the Swift-Coles Historic Home property to continue its public purposes as enumerated at Act No. 80-497, as amended by Act No. 89-960, and as said local laws maybe further amended by the Legislature of Alabama, with said funding appropriation benefiting public historic preservation purposes for the citizens of Baldwin County, Alabama; and

WHEREAS, further, the COMMISSION makes such one-time funding appropriation to the BC HISTORIC DEVELOPMENT 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).

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 same effect and enforceability as all other provisions herein.

2. The BC HISTORIC DEVELOPMENT COMMISSION shall continue to accomplish its purposes as hereinabove set forth at paragraph one and as enumerated by Act No. 80-497, as amended by Act No. 89-960, and as said local laws may be further amended by the Legislature of Alabama.

3. All BC HISTORIC DEVELOPMENT COMMISSION facilities, services and activities shall be made available to the general public.

4. The BC HISTORIC DEVELOPMENT COMMISSION shall have a nondiscriminatory policy, and its facilities, services and activities shall be available to the general public regardless of race, age, sex, disability or religion.

5. The COMMISSION shall assist the BC HISTORIC DEVELOPMENT COMMISSION as follows:

    a. A one-time funding appropriation of up to, but not to exceed, One Thousand Dollars and 00/100 ($1,000.00) to aid the BC HISTORIC DEVELOPMENT COMMISSION with administrative costs in the continuance of its public purposes as enumerated at Act No. 80-497, as amended by Act No. 89-960, and as said local laws may be further amended by the Legislature of Alabama, which funding assistance shall benefit public historic preservation purposes for the citizens of Baldwin County, Alabama.

    b. A one-time funding appropriation of Ten Thousand Dollars and 00/100 ($10,000.00) to aid the BC HISTORIC DEVELOPMENT COMMISSION with groundskeeping and maintenance of the Swift-Coles Historic Home property in the continuance of its public purposes as enumerated at Act No. 80-497, as amended by Act No. 89-960, and as said local laws may be further amended by the Legislature of Alabama, which funding assistance shall benefit public historic preservation purposes for the citizens of Baldwin County, Alabama.

6. The BC HISTORIC DEVELOPMENT COMMISSION expressly agrees not to use any of the one-time funding appropriation provided for by this Agreement outside the purposes provided for by this Agreement and, furthermore, agrees not to use any of the one-time funding appropriation set forth by this Agreement to aid any private or individual benefit. It being expressly understood that the one-time funding appropriation set forth by this Agreement, as provided by the COMMISSION, be utilized, by the BC HISTORIC DEVELOPMENT COMMISSION, only toward the purpose provided by this Agreement.

7. This Agreement and the relationship created hereby does not in any manner create, imply or otherwise vest, any authority in the BC HISTORIC DEVELOPMENT 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 BC HISTORIC DEVELOPMENT COMMISSION is an agent of the COMMISSION.

8. To the fullest extent allowed by law, the BC HISTORIC DEVELOPMENT COMMISSION shall fully indemnify and hold the COMMISSION, its County Commissioners, departments, employees, supervisors, insurer, agents, representatives and attorneys (for purposes of this Section 8 referred to collectively as "Commission") 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 BC HISTORIC DEVELOPMENT 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 8 and the rights, duties and obligation set forth herein shall survive the expiration or termination of this Agreement.

9. The BC HISTORIC DEVELOPMENT COMMISSION shall ensure that all materials publicizing or resulting from the funding appropriation as provided for by this Agreement shall contain an acknowledgment of the COMMISSION'S assistance with said acknowledgment of support made through the use of the following comparable footnote: "This activity was supported by the Baldwin County Commission."

10. 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.

11. The BC HISTORIC DEVELOPMENT COMMISSION agrees, as a condition of receiving the funding appropriation referenced in this Agreement, to:

    a. Supply to the COMMISSION, within 30 days from a written request to do so, all applicable data that is necessary for the COMMISSION to ensure the proper expenditure of the subject funding appropriation.

    b. File with the COMMISSION no later than June 11, 2021, a written report of its activities for the preceding period which commenced on October 1, 2020 and a copy of an annual report that includes the appropriation period, to ensure the proper expenditure of the subject funding appropriation.

12. This Agreement, provided in the form as one (1) original instrument for the records of the BC HISTORIC DEVELOPMENT 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 BC HISTORIC DEVELOPMENT COMMISSION. It shall be

necessary to account for only one (1) such instrument or counterpart in proving this Agreement.

13. This Agreement shall be in effect for a period of twelve (12) months, or in a shorter time as may be determined by the COMMISSION, commencing October 1, 2020, and expiring September 30, 2021, and may be amended, during the aforementioned period of twelve (12) months, only by written amendment executed by the COMMISSION and the BC HISTORIC DEVELOPMENT COMMISSION. The COMMISSION shall have the right to terminate this Agreement, with or without cause or reason, by giving thirty (30) days written notice to the BC HISTORIC DEVELOPMENT COMMISSION.

14. 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.

15. Should the COMMISSION employ an attorney or attorneys to enforce any of the terms and conditions hereof, the COMMISSION shall be entitled to recover from the BC HISTORIC DEVELOPMENT COMMISSION all reasonable costs, damages, and expenses, including reasonable attorneys' fees, expended or incurred in connection therewith.

16. 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.

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

BALDWIN COUNTY COMMISSION

_____
BILLIE JO UNDERWOOD
As Its: Chairman
Date: _____

ATTEST:

_____
WAYNE 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 BILLIE JO UNDERWOOD, as Chairman of the Baldwin County Commission, and WAYNE DYESS, as County Administrator of the Baldwin County Commission, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me and on this day that, being informed of the contents of said instrument, they, as such Chairman and County Administrator 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 _____, 2020.

_____
NOTARY PUBLIC, BALDWIN COUNTY, ALABAMA
My Commission expires: _____

BALDWIN COUNTY HISTORIC DEVELOPMENT COMMISSION

_____

By:
As Its: Chairman
Date: _____

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 _____, as Chairman of the Baldwin County Historic Development Commission, 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, she, as such Chairman of the Baldwin County Historic Development 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 Historic Development Commission.

GIVEN under my hand and seal this the _____ day of _____, 2020.

_____

NOTARY PUBLIC
My Commission expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

AGREEMENT

THIS AGREEMENT ("Agreement") is entered into between THE BALDWIN COUNTY LIBRARY COOPERATIVE, INC., an Alabama non-profit corporation (hereinafter referred to as the "COUNTY LIBRARY COOPERATIVE"), and the BALDWIN COUNTY COMMISSION, the governing body of Baldwin County, Alabama (hereinafter referred to as "COMMISSION"), and is effective the date last executed below.

WHEREAS, the COUNTY LIBRARY COOPERATIVE is an Alabama nonprofit corporation organized to, among other things enumerated in its governing Articles of Incorporation, provide quality library service to every individual in Baldwin County through the provision of general library services including, but not limited to, the Bookmobile, outreach services and support and encouragement for the county's many municipal libraries; and

WHEREAS, the COMMISSION remains the honorable county governing body of Baldwin County, Alabama, and a political subdivision of the State of Alabama; and

WHEREAS, while the COUNTY LIBRARY COOPERATIVE remains organized as an Alabama nonprofit corporation, its governing By-laws provide that it shall have those duties and responsibilities authorized by Section 11-90-1, et seq., of the Code of Alabama (1975), which Alabama law authorizes the formation of Free Public Libraries, both municipal and county, and that said Alabama law is utilized in the appointment of its 5 member Board of Trustees, which the COMMISSION is authorized to seat by appointment; and

WHEREAS, specifically, Section 11-90-1 of the Code of Alabama (1975) provides as follows: "The county commissions of the counties of this state and municipalities, through their governing bodies, may establish and maintain or aid in establishing and maintaining free public libraries for the use of the citizens of the respective counties or municipalities, either separately or in connection with public schools, and to that end may accept gifts, donations, and bequests of land, buildings or money therefor and may make appropriations from the county or municipal treasury in support thereof in such sums as they may deem proper. . .;" and

WHEREAS, to accomplish its general mission of aiding the network of Free Public Libraries throughout all Baldwin County, Alabama, both municipal and county, the COUNTY LIBRARY COOPERATIVE remains a recipient of local county public video entertainment device taxes as authorized by Section 45-2-244.160 of the Code of Alabama (1975) and as further approved by the COMMISSION; and

WHEREAS, the COUNTY LIBRARY COOPERATIVE receives supplemental state aid by the Alabama Public Library Service to support and improve the COUNTY LIBRARY COOPERATIVE's public pursuits in Baldwin County, Alabama; and

WHEREAS, as authorized by Section 11-90-1 of the Code of Alabama (1975), the COMMISSION, by and through its Baldwin County Fiscal Year 2020-2021 Budget, approved a one-time total funding appropriation of Ninety Thousand Dollars ($90,000.00), plus the elimination of rent in the amount of Twelve Thousand Six Hundred Sixty Dollars and 00/100 ($12,660.00), to match funds appropriated to the COUNTY LIBRARY COOPERATIVE by the Alabama Public Library Service related to supplemental state aid enjoyed by said COUNTY LIBRARY COOPERATIVE; and

WHEREAS, further, as authorized by Section 11-90-1 of the Code of Alabama (1975), the COMMISSION, by and through its Baldwin County Fiscal Year 2020-2021 Budget, set aside as non-transferable and non-conveyable Four Thousand Five Hundred Dollars and 00/100 ($4,500.00) to pay for costs related to the use of the county postage meter at the Baldwin County Central Annex Building in Robertsdale, Alabama, by the COUNTY LIBRARY COOPERATIVE, Five Thousand Dollars and 00/100 ($5,000.00) to pay for costs related to the use of the county telephone system by the COUNTY LIBRARY COOPERATIVE, and One Thousand One Hundred Dollars and 00/100 ($1,100.00) to pay for costs related to the provision of gas and oil for the COUNTY LIBRARY COOPERATIVE's Bookmobile, said provision of gas and oil provided by the COMMISSION at its Baldwin Regional Area Transit System maintenance facility in Robertsdale, Alabama; and

WHEREAS, as authorized by Section 11-90-1 of the Code of Alabama (1975), the COMMISSION further desires to aid the COUNTY LIBRARY COOPERATIVE with the provision of free-of-charge routine and regular maintenance services of the COUNTY LIBRARY COOPERATIVE's Bookmobile, said provision of routine and regular maintenance services provided by the COMMISSION by and through its Baldwin County Highway Department and as expressly provided for herein; and

WHEREAS, the COMMISSION makes the aforesaid collective funding assistance and other assistance to aid the COUNTY LIBRARY COOPERATIVE in providing quality library service to every individual in Baldwin County through the provision of general library services including, but not limited to, the Bookmobile, outreach services and support and encouragement for the county's many municipal libraries, and to continue its general mission to aid the network of Free Public Libraries throughout all Baldwin County, Alabama, both municipal and county; and

WHEREAS, the COMMISSION makes the aforesaid funding assistance and other assistance to the COUNTY LIBRARY COOPERATIVE 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).

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. The COUNTY LIBRARY COOPERATIVE shall continue the public purpose of providing quality library service to every individual in Baldwin County through the provision of general library services including, but not limited to, the Bookmobile, outreach services and support and encouragement for the county's many municipal libraries which collectively accomplishes its general mission of aiding the network of Free Public Libraries throughout all Baldwin County, Alabama, both municipal and county.

3. All COUNTY LIBRARY COOPERATIVE facilities, services, membership and activities shall be made available to the general public.

4. The COUNTY LIBRARY COOPERATIVE shall have a nondiscriminatory policy, and its facilities, services, membership and activities shall be available to the general public regardless of race, age, sex, disability or religion.

5. (a) The COMMISSION shall assist the COUNTY LIBRARY COOPERATIVE by providing a one-time total funding appropriation to the COUNTY LIBRARY

COOPERATIVE of Ninety Thousand Dollars ($90,000.00), plus the elimination of rent in the amount of Twelve Thousand Six Hundred and Sixty Dollars ($12,660.00), to be used by the COUNTY LIBRARY COOPERATIVE to match funds appropriated to the COUNTY LIBRARY COOPERATIVE by the Alabama Public Library Service related to supplemental state aid enjoyed by said COUNTY LIBRARY COOPERATIVE, said one-time total funding appropriation shall be paid as follows:

FISCAL YEAR 2020-2021 (October 1, 2020 - September 30, 2021)
Not to exceed $90,000.00 (not including the elimination of rent in the amount of $12,660.00) which shall be paid in quarterly installments of $22,500.00 each, with the second, third and fourth quarterly installments being contingent upon the COUNTY LIBRARY COOPERATIVE providing the COMMISSION audited financial statements.

(b) The COMMISSION shall set aside Four Thousand Five Hundred Dollars and 00/100 ($4,500.00) to pay for costs related to the use of the county postage meter at the Baldwin County Central Annex Building in Robertsdale, Alabama, by the COUNTY LIBRARY COOPERATIVE. Said Four Thousand Five Hundred Dollars and 00/100 ($4,500.00) shall be separate and apart from the one-time total funding appropriation provided in Section 5 (a) of this Agreement and shall not be transferred/conveyed to the COUNTY LIBRARY COOPERATIVE.

(c) The COMMISSION shall set aside Five Thousand Dollars and 00/100 ($5,000.00) to pay for costs related to the use of the county telephone system by the COUNTY LIBRARY COOPERATIVE. Said Five Thousand Dollars ($5,000.00) shall be separate and apart from the one-time total funding appropriation provided in Section 5 (a) of this Agreement and shall not be transferred/conveyed to the COUNTY LIBRARY COOPERATIVE.

(d) The COMMISSION shall set aside One Thousand One Hundred Dollars and 00/100 ($1,100.00) to pay for costs related to the provision of gas and oil for the COUNTY LIBRARY COOPERATIVE's Bookmobile. Said One Thousand One Hundred Dollars and 00/100 ($1,100.00) shall be separate and apart from the one-time total funding appropriation provided in Section 5 (a) of this Agreement and shall not be transferred/conveyed to the COUNTY LIBRARY COOPERATIVE.

(e) The COMMISSION shall provide free-of-charge routine and regular maintenance services of the COUNTY LIBRARY COOPERATIVE's Bookmobile, said provision of routine and regular maintenance services shall be provided by the COMMISSION by and through its Baldwin County Highway Department subject to the approval of the County Engineer as to the scope of services, cost of repair or maintenance and necessity of the same, in his discretion. It is expressly agreed to by the COUNTY LIBRARY COOPERATIVE and COMMISSION that the provision of free-of-charge routine and regular maintenance services by the COMMISSION shall in no way extend to any significant or unusually expensive maintenance services of the COUNTY LIBRARY COOPERATIVE's Bookmobile without the express approval of the COMMISSION as authorized in regular or special session, and the COMMISSION shall have the unilateral right, with or without cause or hearing, to discontinue the repair and maintenance services provided pursuant to this Section 5 (e) at any time by providing written notice of the same to the COUNTY LIBRARY COOPERATIVE.

6. The COUNTY LIBRARY COOPERATIVE expressly agrees not to use the one-time total funding appropriation set forth at Section 5 (a) of this Agreement, or any funding or other assistance set forth in Section 5 (b), (c), (d) and (e) of this Agreement, outside the specific purposes set forth in this Agreement, and the COUNTY LIBRARY COOPERATIVE further agrees not to use the one-time total

funding appropriation set forth in Section 5 (a) of this Agreement or any funding or other assistance set forth in Sections 5 (b), (c), (d) and (e) of this Agreement, to aid any private or individual benefit. It being expressly understood that the one-time total funding appropriation set forth in Section 5 (a) of this Agreement and the funding or other assistance set forth in Sections 5 (b), (c), (d) and (e) of this Agreement, as provided by the COMMISSION, shall be utilized by the COUNTY LIBRARY COOPERATIVE in a manner consistent with this Agreement.

7. This Agreement and the relationship created hereby does not in any manner create, imply or otherwise vest any authority in the COUNTY LIBRARY COOPERATIVE on behalf of the COMMISSION. Furthermore, this Agreement hereby expressly forbids the creation of an agency relationship or any action that would create or imply that the COUNTY LIBRARY COOPERATIVE is an agent of the COMMISSION.

8. To the fullest extent allowed by law, the COUNTY LIBRARY COOPERATIVE shall fully indemnify and hold the COMMISSION, its County Commissioners, departments, employees, supervisors, insurer, agents, representatives and attorneys (for purposes of this Section 8 referred to collectively as "COMMISSION") 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 COUNTY LIBRARY COOPERATIVE 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 8 and the rights, duties and obligations set forth herein shall survive the expiration or termination of this Agreement.

9. The COUNTY LIBRARY COOPERATIVE shall ensure that all materials publicizing or resulting from the funding assistance as provided for by this Agreement shall contain an acknowledgment of the COMMISSION's assistance, with said acknowledgment of support made through the use of the following comparable footnote: "This activity was supported by the Baldwin County Commission."

10. Notwithstanding anything written herein to the contrary, all commitments made herein by the COMMISSION are subject to the availability of funds. If at any time prior to the conveyance of the one-time funding appropriation, or any quarterly installment thereof, 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, or any quarterly installment thereof.

11. The COUNTY LIBRARY COOPERATIVE agrees, as a condition of receiving the one-time funding appropriation referenced in Section 5 (a) of this Agreement, and the funding or other assistance referenced in Sections 5 (b), (c), (d) and (e) of this Agreement, to:

    (a) Supply to the COMMISSION, within 30 days from a written request to do so, all applicable data that is necessary for the COMMISSION to ensure the proper expenditure of the subject funding appropriation and funding assistance.

    (b) File with the COMMISSION no later than June 11, 2021, a written report of its activities for the preceding period which commenced on October 1, 2020, a copy of an annual report that includes the appropriation period,

and a copy of the most recently audited financial statements (audited financial statements must be from within the last two years, i.e. year 2019 or 2020, and should include an independent auditor's report, statement of financial position, statement of activities, statement of cash flows, and notes to the financial statements) to ensure the proper expenditure of the subject funding appropriation.

12. This Agreement, provided in the form as one (1) original instrument for the records of the COUNTY LIBRARY COOPERATIVE 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 COUNTY LIBRARY COOPERATIVE. It shall be necessary to account for only one (1) such instrument or counterpart in proving this Agreement.

13. This Agreement shall be in effect for a period of twelve (12) months, or such shorter time as may be determined by the COMMISSION, commencing October 1, 2020, and expiring September 30, 2021, and may be amended by written amendment executed by the COMMISSION and the COUNTY LIBRARY COOPERATIVE. The COMMISSION shall have the right to terminate this Agreement, with or without cause or reason, by giving thirty (30) days written notice to the COUNTY LIBRARY COOPERATIVE.

14. 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.

15. Should the COMMISSION employ an attorney or attorneys to enforce any of the terms and conditions hereof, the COMMISSION shall be entitled to recover ARC all reasonable costs, damages, and expenses, including reasonable attorneys' fees, expended or incurred in connection therewith.

16. 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.

IN WITNESS WHEREOF, the parties, by and through their duly authorized representatives, have affixed their hands and seals this date as set forth by their respective signatures.

BALDWIN COUNTY COMMISSION

_____
BILLIE JO UNDERWOOD
As Its: Chairman
Date: _____

ATTEST:

_____
WAYNE 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 BILLIE JO UNDERWOOD, as Chairman of the Baldwin County Commission, and WAYNE DYESS, as County Administrator of the Baldwin County Commission, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me and on this day that, being informed of the contents of said instrument, they, as such Chairman and County Administrator 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 _____, 2020.

_____
NOTARY PUBLIC, BALDWIN COUNTY, ALABAMA
My Commission expires: _____

BALDWIN COUNTY LIBRARY COOPERATIVE, INC.
Post Office Box 399
Robertsdale, Alabama 36567

_____
By:
As Its: Chairman
Date: _____

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 _____, as Chairman of the Board of Trustees of the Baldwin County Library Cooperative, Inc., whose name is signed to the foregoing instrument and who is known to me, acknowledged before me and on this day that, being informed of the contents of said instrument, he, as such Chairman of the Board of Trustees of the Baldwin County Library Cooperative, Inc., and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Baldwin County Library Cooperative, Inc.

GIVEN under my hand and seal this the _____ day of _____, 2020.

_____
NOTARY PUBLIC
My Commission expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

AGREEMENT

THIS AGREEMENT ("Agreement") is entered into between BALDWIN COUNTY SOIL AND WATER CONSERVATION DISTRICT, a governmental subdivision of the State of Alabama and public body corporate and politic organized in accordance with, and exercising those powers conferred by, Section 9-8-20 through Section 9-8-32 of the Code of Alabama (1975) (hereinafter referred to as the " BC SOIL AND WATER CONSERVATION DISTRICT"), and the BALDWIN COUNTY COMMISSION, the governing body of Baldwin County, Alabama (hereinafter referred to as "COMMISSION"), and is effective the date last executed below.

WHEREAS, the BC SOIL AND WATER CONSERVATION DISTRICT is a governmental subdivision of the State of Alabama and public body corporate and politic organized in accordance with, and exercising those powers conferred by, Section 9-8-20 through Section 9-8-32 of the Code of Alabama (1975); and

WHEREAS, the COMMISSION remains the honorable county governing body of Baldwin County, Alabama; and

WHEREAS, the COMMISSION recognizes the public powers exercised by the BC SOIL AND WATER CONSERVATION DISTRICT as authorized at Section 9-8-25 of the Code of Alabama (1975) including the authority for the BC SOIL AND WATER CONSERVATION DISTRICT to cooperate or enter into agreements with any agency, governmental or otherwise, or any owner or occupier of lands within the BC SOIL AND WATER CONSERVATION DISTRICT in the carrying on of erosion control and prevention operations within the BC SOIL AND WATER CONSERVATION DISTRICT; and

WHEREAS, furthermore, in recognition of the aforementioned, the COMMISSION, by and through their Baldwin County Fiscal Year 2020-2021 Budget, approved a one-time total funding appropriation of Seventy-five Thousand Five Hundred Dollars and 00/100 ($75,500.00) to aid the BC SOIL AND WATER CONSERVATION DISTRICT in the continuation of its public purposes in Baldwin County, Alabama, as enumerated at Section 9-8-20 through Section 9-8-32 of the Code of Alabama (1975), specifically, as funding assistance for the carrying on of erosion control and prevention operations within the BC SOIL AND WATER CONSERVATION DISTRICT, which includes the geographic limits of Baldwin County, Alabama, benefiting public soil and water conservation efforts in Baldwin County, Alabama; and

WHEREAS, further, the COMMISSION makes such one-time total funding appropriation to the BC SOIL AND WATER CONSERVATION DISTRICT 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).

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. The BC SOIL AND WATER CONSERVATION DISTRICT shall continue to carry on erosion control and prevention operations within the geographic limits of Baldwin County, Alabama, benefiting public soil and water conservation efforts in Baldwin County, Alabama.

3. All BC SOIL AND WATER CONSERVATION DISTRICT facilities, services and activities shall be made available to the general public.

4. The BC SOIL AND WATER CONSERVATION DISTRICT shall have a nondiscriminatory policy, and its facilities, services and activities shall be available to the general public regardless of race, age, sex, disability or religion.

5. The COMMISSION shall assist the BC SOIL AND WATER CONSERVATION DISTRICT by providing a one-time total funding appropriation of Seventy-five Thousand Five Hundred Dollars and 00/100 ($75,500.00) to be used specifically as funding assistance for the carrying on of erosion control and prevention operations within the BC SOIL AND WATER CONSERVATION DISTRICT, which includes the geographic limits of Baldwin County, Alabama, benefiting public soil and water conservation efforts in Baldwin County, Alabama, and in the furtherance of its public purposes in Baldwin County, Alabama, as enumerated at Section 9-8-20 through Section 9-8-32 of the Code of Alabama (1975).

6. The BC SOIL AND WATER CONSERVATION DISTRICT expressly agrees not to use the one-time total funding appropriation set forth at Section 5 of this Agreement outside the purposes provided at Section 5 of this Agreement and, furthermore, agrees not to use the one-time total funding appropriation set forth at Section 5 of this Agreement to aid any private or individual benefit. It being expressly understood that the one-time total funding appropriation set forth at Section 5 of this Agreement, as provided by the COMMISSION, be utilized, by the BC SOIL AND WATER CONSERVATION DISTRICT, in a manner consistent with this Agreement.

7. This Agreement and the relationship created hereby does not in any manner create, imply or otherwise vest any authority in the BC SOIL AND WATER CONSERVATION DISTRICT 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 BC SOIL AND WATER CONSERVATION DISTRICT is an agent of the COMMISSION.

8. To the fullest extent allowed by law, the BC SOIL AND WATER CONSERVATION DISTRICT shall fully indemnify and hold the COMMISSION, its County Commissioners, departments, employees, supervisors, insurer, agents, representatives and attorneys (for purposes of this Section 8 referred to collectively as "COMMISSION") 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 BC SOIL AND WATER CONSERVATION DISTRICT 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 8 and the rights, duties and obligation set forth herein shall survive the expiration or termination of this Agreement.

9. The BC SOIL AND WATER CONSERVATION DISTRICT shall ensure that all materials publicizing or resulting from the funding appropriation as provided for by this Agreement shall contain an acknowledgment of the COMMISSION's assistance with said acknowledgment of support made through the use of the following comparable footnote: "This activity was supported by the Baldwin County Commission."

10. 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.

11. The BC SOIL AND WATER CONSERVATION DISTRICT agrees, as a condition of receiving the funding appropriation referenced in this Agreement, to:

    a. Supply to the COMMISSION, within 30 days from a written request to do so, all applicable data that is necessary for the COMMISSION to ensure the proper expenditure of the subject funding appropriation.

    b. File with the COMMISSION no later than June 11, 2021, a written report of its activities for the preceding period which commenced on October 1, 2020, a copy of an annual report that includes the appropriation period, and a copy of the most recently audited financial statements (audited financial statements must be from within the last two years, i.e. year 2019 or 2020, and should include an independent auditor's report, statement of financial position, statement of activities, statement of cash flows, and notes to the financial statements) to ensure the proper expenditure of the subject funding appropriation.

12. This Agreement, provided in the form as one (1) original instrument for the records of the BC SOIL AND WATER CONSERVATION DISTRICT 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 BC SOIL AND WATER CONSERVATION DISTRICT. It shall be necessary to account for only one (1) such instrument or counterpart in proving this Agreement.

13. This Agreement shall be in effect for a period of twelve (12) months, or in a shorter time as may be determined by the COMMISSION, commencing October 1, 2020, and expiring September 30, 2021, and may be amended, during the aforementioned period of twelve (12) months, only by written amendment executed by the COMMISSION and the BC SOIL AND WATER CONSERVATION DISTRICT. The COMMISSION shall have the right to terminate this Agreement, with or without cause or reason, by giving thirty (30) days written notice to the BC SOIL AND WATER CONSERVATION DISTRICT.

14. 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.

15. Should the COMMISSION employ an attorney or attorneys to enforce any of the terms and conditions hereof, the COMMISSION shall be entitled to recover from the BC SOIL AND WATER CONSERVATION DISTRICT all reasonable costs, damages, and expenses, including reasonable attorneys' fees, expended or incurred in connection therewith.

16. 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.

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

BALDWIN COUNTY COMMISSION

_____
BILLIE JO UNDERWOOD
As Its: Chairman
Date: _____

ATTEST:

_____
WAYNE 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 BILLIE JO UNDERWOOD, as Chairman of the Baldwin County Commission, and WAYNE DYESS, as County Administrator of the Baldwin County Commission, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me and on this day that, being informed of the contents of said instrument, they, as such Chairman and County Administrator 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 _____, 2020.

_____
NOTARY PUBLIC
My Commission expires: _____

BALDWIN COUNTY SOIL AND WATER CONSERVATION DISTRICT
207 Faulkner Drive
Bay Minette, Alabama 36507

_____
FRANK TRIONE
As Its: Chairman
Date: _____

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 FRANK TRIONE, as Chairman of the Baldwin County Soil and Water Conservation District, 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 Chairman of the Baldwin County Soil and Water Conservation District, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Baldwin County Soil and Water Conservation District.

GIVEN under my hand and seal this the _____ day of _____, 2020.

_____
NOTARY PUBLIC
My Commission expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

AGREEMENT

THIS AGREEMENT ("Agreement") is entered into between BAY MINETTE ROTARY CLUB (hereinafter referred to as "BM ROTARY CLUB"), commonly known as Rotary International Club No. 7242 and located within the City of Bay Minette, Alabama, remains affiliated to their larger parent organization, known as Rotary International, and the BALDWIN COUNTY COMMISSION, the governing body of Baldwin County, Alabama (hereinafter referred to as "COMMISSION"), and is effective the date last executed below.

WHEREAS, the BM ROTARY CLUB, commonly known as Rotary International Club No. 7242 and located within the City of Bay Minette, Alabama, remains affiliated to their larger parent organization, known as Rotary International, which seeks to provide civic service to others, the promotion of high ethical standards, and the advancement of world understanding, goodwill, and peace through its fellowship of business, professional, and community leaders; and

WHEREAS, the COMMISSION remains the honorable county governing body of Baldwin County, Alabama; and

WHEREAS, the COMMISSION recognizes the civic purposes for which the BM ROTARY CLUB was organized, said civic purposes strengthening the virtues of good citizenship, patriotism, and providing a venue for community service by individuals and businesses to promote and strengthen the civic fabric of the North Baldwin County, Alabama, community; and

WHEREAS, in recognition of the aforementioned, the COMMISSION, by and through its Baldwin County Fiscal Year 2020-2021 Budget, desires to provide a one-time total funding appropriation of Five Hundred Dollars and 00/100 ($500) to aid the BM ROTARY CLUB in its provision of flags of the United States of America to be affixed around the Baldwin County Courthouse at the County Seat in Bay Minette, Alabama, for American patriotic holidays and at times of national and local significance as deemed appropriate by the BM ROTARY CLUB, said provision of flags promoting and strengthening the civic virtues associated to citizenship and the public responsibilities associated thereto; and

WHEREAS, the COMMISSION makes such one-time funding appropriation to the BM ROTARY CLUB 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).

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. With the funding assistance provided by the COMMISSION as set forth herein, the BM ROTARY CLUB will provide flags of the United States of America to be affixed around the Baldwin County Courthouse at the County Seat in Bay Minette, Alabama, for American patriotic holidays and at times of national and local significance as deemed appropriate by the BM ROTARY CLUB, said provision of flags promoting and strengthening the civic virtues associated to citizenship and the public responsibilities associated thereto.

3. All BM ROTARY CLUB facilities, services, activities and membership shall be made available to the general public in accordance with BM ROTARY CLUB rules and policies.

4. The BM ROTARY CLUB shall have a nondiscriminatory policy and its facilities, services, activities and membership shall be available to the general public.

5. The COMMISSION shall assist the BM ROTARY CLUB with a one-time funding appropriation of Five Hundred Dollars and 00/100 ($500), such one-time funding appropriation used exclusively by the BM ROTARY CLUB to assist with the payment of costs associated to the provision of flags of the United States of America to be affixed around the Baldwin County Courthouse at the County Seat in Bay Minette, Alabama, for American patriotic holidays and at times of national and local significance as deemed appropriate by the BM ROTARY CLUB, said provision of flags promoting and strengthening the civic virtues associated to citizenship and the public responsibilities associated thereto.

6. The BM ROTARY CLUB expressly agrees not to use any of the one-time funding appropriation of Five Hundred Dollars and 00/100 ($500) outside the purpose set forth by this Agreement and, furthermore, agrees not to use any of the one-time funding appropriation of Five Hundred Dollars and 00/100 ($500) to aid any private or individual benefit. It being expressly understood that the one-time funding appropriation of Five Hundred Dollars and 00/100 ($500), as provided by the COMMISSION, be utilized, by the BM ROTARY CLUB, only toward the purpose set forth by this Agreement.

7. To the fullest extent allowed by law, the BM ROTARY CLUB shall full indemnify and hold the COMMISSION, its County Commissioners, departments, employees, supervisors, insurer, agents, representatives and attorneys (for purposes of this Section 7 referred to collectively as “COMMISSION”) 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 BM ROTARY CLUB 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 obligation set forth herein shall survive the expiration or termination of this Agreement.

8. This Agreement and the relationship created hereby does not in any manner create, imply or otherwise vest any authority in the BM ROTARY CLUB 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 BM ROTARY CLUB is an agent of the COMMISSION.

9. The BM ROTARY CLUB shall ensure that all materials publicizing or resulting from the one-time funding appropriation as provided for by this Agreement contain an acknowledgement of the COMMISSION's assistance with said acknowledgement of support made through the use of the following comparable footnote: "This activity was supported by the Baldwin County Commission."

10. Notwithstanding anything written herein to the contrary, all commitments made herein by the COMMISSION are subject to the availability of funds. If at any time 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.

11. The BM ROTARY CLUB agrees, as a condition of receiving the funding appropriation referenced in this Agreement, to:

    a. Supply to the COMMISSION, within 30 days from a written request to do so, all applicable data that is necessary for the COMMISSION to ensure the proper expenditure of the subject funding appropriation.

    b. File with the COMMISSION no later than June 11, 2021, a written report of its activities for the preceding period which commenced on October 1, 2020, to ensure the proper expenditure of the subject funding appropriation.

12. This Agreement, as provided in the form of one (1) original instrument for the records of the BM ROTARY CLUB 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 BM ROTARY CLUB. It shall be necessary to account for only one (1) such instrument or counterpart in proving this Agreement.

13. This Agreement shall be in effect for a period of twelve (12) months, or in a shorter time as may be determined by the COMMISSION, commencing October 1, 2020, and expiring September 30, 2021, and may be amended, during said aforementioned period of twelve (12) months, only by written amendment executed by the COMMISSION and BM ROTARY CLUB. The COMMISSION shall have the right to terminate this Agreement, with or without cause or reason, by giving thirty (30) days written notice to the BM ROTARY CLUB.

14. 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.

15. Should the COMMISSION employ an attorney or attorneys to enforce any of the terms and conditions hereof, the COMMISSION shall be entitled to recover from the BM ROTARY CLUB all reasonable costs, damages, and expenses, including reasonable attorneys' fees, expended or incurred in connection therewith.

16. 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.

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

BALDWIN COUNTY COMMISSION

_____
BILLIE JO UNDERWOOD
As Its: Chairman
Date: _____

ATTEST:

_____
WAYNE 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 BILLIE JO UNDERWOOD, as Chairman of the Baldwin County Commission, and WAYNE DYESS, as County Administrator of the Baldwin County Commission, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me and on this day that, being informed of the contents of said instrument, they, as such Chairman and County Administrator 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 _____, 2020.

_____
NOTARY PUBLIC
My Commission expires: _____

BAY MINETTE ROTARY CLUB
Bay Minette Rotary Village
2211 McMillan Road
Bay Minette, Alabama 36507

_____
By:
As Its: President, Board of Directors
Date: _____

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 _____, as President of the Board of Directors of the Bay Minette Rotary Club, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me and on this day that, being informed of the contents of said instrument, he, as such President of the Board of Directors of the Bay Minette Rotary Club and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Bay Minette Rotary Club.

GIVEN under my hand and seal this the _____ day of _____, 2020.

_____
NOTARY PUBLIC
My Commission expires: _____

STATE OF ALABAMA)
COUNTY OF BALDWIN)

AGREEMENT

THIS AGREEMENT ("Agreement") is entered into between CENTRAL BALDWIN CHAMBER OF COMMERCE, INC., an Alabama non-profit corporation (hereinafter referred to as the "CENTRAL BALDWIN CHAMBER"), and the BALDWIN COUNTY COMMISSION, the governing body of Baldwin County, Alabama (hereinafter referred to as "COMMISSION"), and is effective the date last executed below.

WHEREAS, the CENTRAL BALDWIN CHAMBER is an Alabama nonprofit corporation organized to advertise, promote and assist the Central Baldwin County, Alabama business community to benefit the economic environment of Baldwin County, Alabama; and

WHEREAS, the COMMISSION remains the honorable county governing body of Baldwin County, Alabama; and

WHEREAS, the COMMISSION recognizes that the advertisement, promotion and assistance provided by the CENTRAL BALDWIN CHAMBER, within and for the county's business and commercial community, benefits the overall economic environment of Baldwin County, Alabama, which promotes the economic well-being of the citizens of the county and, therefore, the COMMISSION, by and through their Baldwin County Fiscal Year 2020-2021 Budget, approved a one-time funding appropriation of Five Thousand Dollars and 00/100 ($5,000.00) to assist said CENTRAL BALDWIN CHAMBER in their advertisement, promotion and assistance to the county's business and commercial community as well as to accomplish the provisions set forth within this Agreement; and

WHEREAS, the COMMISSION makes such one-time funding appropriation to the CENTRAL BALDWIN CHAMBER 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

WHEREAS, the aforesaid one-time funding appropriation remains compliant with Amendment No. 750 and Amendment No. 772 to the Constitution of Alabama 1901.

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. The CENTRAL BALDWIN CHAMBER shall continue their advertisement, promotion and assistance within and for the county's business and commercial community to benefit the overall economic environment of

Baldwin County, Alabama, which promotes the economic well-being of the citizens of the county.

3. All CENTRAL BALDWIN CHAMBER facilities, services, membership and activities shall be made available to the general public in accordance with the CENTRAL BALDWIN CHAMBER's rules and policies.

4. The CENTRAL BALDWIN CHAMBER shall have a nondiscriminatory policy, and its facilities, services, membership and activities will be available to the general public regardless of race, age, sex, disability or religion.

5. The COMMISSION will assist the CENTRAL BALDWIN CHAMBER by providing a one-time funding appropriation of Five Thousand Dollars and 00/100 ($5,000.00) to provide funding assistance to the CENTRAL BALDWIN CHAMBER to aid in their continued advertisement, promotion and assistance within and for the county's business and commercial community and, furthermore, by accepting such one-time funding appropriation the CENTRAL BALDWIN CHAMBER agrees to perform the additional services, as follows:

   a. Gather and distribute information about Baldwin County, Alabama, for residents, visitors, businesses and industrial prospects; and

   b. Work with the Baldwin County Economic Development Alliance to attract and promote new and expanding commercial and industrial prospects within Baldwin County, Alabama; and

   c. Help keep informed their respective CENTRAL BALDWIN CHAMBER members about the activities of their county government; and

   d. Keep the members of the COMMISSION informed of the activities and concerns in their respective business community.

6. The CENTRAL BALDWIN CHAMBER expressly agrees not to use any of the one-time funding appropriation of Five Thousand Dollars and 00/100 ($5,000.00) outside the purposes set forth in this Agreement and, furthermore, agrees not to use any of the one-time funding appropriation of Five Thousand Dollars and 00/100 ($5,000.00) to aid any private or individual benefit. It being expressly understood that the one-time funding appropriation of Five Thousand Dollars and 00/100 ($5,000.00), as provided by the COMMISSION, be utilized, by the CENTRAL BALDWIN CHAMBER in a manner consistent with this Agreement.

7. This Agreement and the relationship created hereby does not in any manner create, imply or otherwise vest, any authority in the CENTRAL BALDWIN CHAMBER 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 CENTRAL BALDWIN CHAMBER is an agent of the COMMISSION.

8. To the fullest extent allowed by law, the CENTRAL BALDWIN CHAMBER shall fully indemnify and hold the COMMISSION, its County Commissioners, departments, employees, supervisors, insurer, agents,

representatives and attorneys (for purposes of this Section 8 referred to collectively as "COMMISSION") completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the COMMISSION pursuant to this Agreement, 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 8 and the rights, duties and obligations set forth herein shall survive the expiration or termination of this Agreement.

9. The CENTRAL BALDWIN CHAMBER shall ensure that all materials publicizing or resulting from the one-time funding appropriation as provided for by this Agreement shall contain an acknowledgment of the COMMISSION'S assistance with said acknowledgment of support made through the use of the following comparable footnote: "This activity was supported by the Baldwin County Commission."

10. Notwithstanding anything written herein to the contrary, all commitments made herein by the COMMISSION are subject to the availability of funds. If at any time 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.

11. The CENTRAL BALDWIN CHAMBER agrees, as a condition of receiving the funding appropriation referenced in this Agreement, to:

    a. Supply to the COMMISSION, within 30 days from a written request to do so, all applicable data that is necessary for the COMMISSION to ensure the proper expenditure of the subject funding appropriation.

    b. File with the COMMISSION no later than June 11, 2021, a written report of its activities for the preceding period which commenced on October 1, 2020, to ensure the proper expenditure of the subject funding appropriation.

12. This Agreement, provided in the form as one (1) original instrument for the records of the CENTRAL BALDWIN CHAMBER 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 CENTRAL BALDWIN CHAMBER. It shall be necessary to account for only one (1) such instrument or counterpart in proving this Agreement.

13. This Agreement shall be in effect for a period of twelve (12) months, or in a shorter time as may be determined by the COMMISSION, commencing October 1, 2020, and expiring September 30, 2021, and may be amended, during the aforementioned period of twelve (12) months, only by written amendment executed by the COMMISSION and the CENTRAL BALDWIN CHAMBER. The COMMISSION shall have the right to terminate this Agreement, with or without cause or reason, by giving thirty (30) days written notice to the CENTRAL BALDWIN CHAMBER.

14. 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.

15. Should the COMMISSION employ an attorney or attorneys to enforce any of the terms and conditions hereof, the COMMISSION shall be entitled to recover from the CENTRAL BALDWIN CHAMBER all reasonable costs, damages, and expenses, including reasonable attorneys' fees, expended or incurred in connection therewith.

16. 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.

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

BALDWIN COUNTY COMMISSION

_____
BILLIE JO UNDERWOOD
As Its: Chairman
Date: _____

ATTEST:

_____
WAYNE 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 BILLIE JO UNDERWOOD, as Chairman of the Baldwin County Commission, and WAYNE DYESS, as County Administrator of the Baldwin County Commission, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me and on this day that, being informed of the contents of said instrument, they, as such Chairman and County Administrator 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 _____, 2020.

_____
NOTARY PUBLIC
My Commission expires: _____

CENTRAL BALDWIN CHAMBER OF COMMERCE, INC.
Post Office Box 587
Robertsdale, Alabama 36567

_____
GAIL QUEZADA
As Its: Executive Director
Date: _____

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 GAIL QUEZADA, as Executive Director of the Central Baldwin Chamber of Commerce, Inc., whose name is signed to the foregoing instrument and who is known to me, acknowledged before me and on this day that, being informed of the contents of said instrument, she, as such Executive Director of the Board of Directors of the Central Baldwin Chamber of Commerce, Inc., and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Central Baldwin Chamber of Commerce, Inc.

GIVEN under my hand and seal this the _____ day of _____, 2020.

_____
NOTARY PUBLIC
My Commission expires: _____

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement") is between the Baldwin County Commission, the governing body of Baldwin County, Alabama (hereafter "BCC"), and Christie Strategy Group, Inc., an Alabama corporation ("Christie Strategy Group") and is effective the date last executed below.

1. Christie Strategy Group agrees to provide consulting and advisory services to BCC with regard to various state legislative issues. Christie Strategy Group agrees to monitor and evaluate these issues and to promptly advise BCC on the components of an agency and legislative plan and the appropriate strategy necessary to achieve the goals of such a plan. Christie Strategy Group will perform such services with regard to those issues as are mutually agreed to between Christie Strategy Group and BCC.

2. Christie Strategy Group acknowledges that it may be required to register for work performed on behalf of BCC under the Lobbying Disclosure Act of 1995, as amended (2 USC §1601 et seq.) and any subsequent laws or regulations on behalf of BCC, and agrees to do so in the event such registration is required.

3. In consideration of the performance of these services, BCC shall pay to Christie Strategy Group the sum of $3,500.00 per month, with such payments due monthly. BCC hereby warrants that these payments will not be made with Federal funds.

4. This Agreement shall become effective October 1, 2020, and shall continue in effect until September 30, 2021, or unless sooner terminated by BCC or Christie Strategy Group by written notice given to the other at least thirty (30) days prior to the date of termination. Any fees earned or reimbursable expenses incurred prior to the receipt of said notice of termination on behalf of BCC under this Agreement shall be paid by BCC.

5. This Agreement shall be construed and enforced in accordance with the laws of the State of Alabama, and proper venue for any action relating to the subject matter of this Agreement shall lie in Baldwin County, Alabama.

6. Should BCC employ an attorney to enforce this Agreement, BCC shall be entitled to recover from the Christie Strategy Group all reasonable costs, damages, and expenses, including reasonable attorneys' fees, expended or incurred in connection therewith.

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

Christie Strategy Group, Inc.

Date: _____ By: _____
Martin W. Christie
President

BALDWIN COUNTY COMMISSION

Date: _____ By: _____
Billie Jo Underwood
Chairman, Baldwin County Commission

ATTEST:

_____
Wayne Dyess
County Administrator

STATE OF ALABAMA)
COUNTY OF BALDWIN)

AGREEMENT

THIS AGREEMENT ("Agreement") is entered into between EASTERN SHORE CHAMBER OF COMMERCE, INC., an Alabama non-profit corporation (hereinafter referred to as the "EASTERN SHORE CHAMBER"), and the BALDWIN COUNTY COMMISSION, the governing body of Baldwin County, Alabama (hereinafter referred to as "COMMISSION"), and is effective the date last executed below.

WHEREAS, the EASTERN SHORE CHAMBER is an Alabama nonprofit corporation organized to advertise, promote and assist the Eastern Shore of Baldwin County, Alabama business community to benefit the economic environment of Baldwin County, Alabama; and

WHEREAS, the COMMISSION remains the honorable county governing body of Baldwin County, Alabama; and

WHEREAS, the COMMISSION recognizes that the advertisement, promotion and assistance provided by the EASTERN SHORE CHAMBER, within and for the county's business and commercial community, benefits the overall economic environment of Baldwin County, Alabama, which promotes the economic well-being of the citizens of the county and, therefore, the COMMISSION, by and through their Baldwin County Fiscal Year 2020-2021 Budget, approved a one-time funding appropriation of Five Thousand Dollars and 00/100 ($5,000.00) to assist said EASTERN SHORE CHAMBER in their advertisement, promotion and assistance to the county's business and commercial community as well as to accomplish the provisions set forth within this Agreement; and

WHEREAS, the COMMISSION makes such one-time funding appropriation to the EASTERN SHORE CHAMBER 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

WHEREAS, the aforesaid one-time funding appropriation remains compliant with Amendment No. 750 and Amendment No. 772 to the Constitution of Alabama 1901.

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. The EASTERN SHORE CHAMBER shall continue their advertisement, promotion and assistance within and for the county's business and commercial community to benefit the overall economic environment of Baldwin County, Alabama, which promotes the economic well-being of the citizens of the county.

3. All EASTERN SHORE CHAMBER facilities, services, membership and activities shall be made available to the general public in accordance with the EASTERN SHORE CHAMBER's rules and policies.

4. The EASTERN SHORE CHAMBER shall have a nondiscriminatory policy, and its facilities, services, membership and activities will be available to the general public regardless of race, age, sex, disability or religion.

5. The COMMISSION will assist the EASTERN SHORE CHAMBER by providing a one-time funding appropriation of Five Thousand Dollars and 00/100 ($5,000.00) to provide funding assistance to the EASTERN SHORE CHAMBER to aid in their continued advertisement, promotion and assistance within and for the county's business and commercial community and, furthermore, by accepting such one-time funding appropriation the EASTERN SHORE CHAMBER agrees to perform the additional services, as follows:

   a. Gather and distribute information about Baldwin County, Alabama, for residents, visitors, businesses and industrial prospects; and

   b. Work with the Baldwin County Economic Development Alliance to attract and promote new and expanding commercial and industrial prospects within Baldwin County, Alabama; and

   c. Help keep informed their respective EASTERN SHORE CHAMBER members about the activities of their county government; and

   d. Keep the members of the COMMISSION informed of the activities and concerns in their respective business community.

6. The EASTERN SHORE CHAMBER expressly agrees not to use any of the one-time funding appropriation of Five Thousand Dollars and 00/100 ($5,000.00) outside the purposes set forth in this Agreement and, furthermore, agrees not to use any of the one-time funding appropriation of Five Thousand Dollars and 00/100 ($5,000.00) to aid any private or individual benefit. It being expressly understood that the one-time funding appropriation of Five Thousand Dollars and 00/100 ($5,000.00), as provided by the COMMISSION, be utilized, by the EASTERN SHORE CHAMBER in a manner consistent with this Agreement.

7. This Agreement and the relationship created hereby does not in any manner create, imply or otherwise vest, any authority in the EASTERN SHORE CHAMBER 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 EASTERN SHORE CHAMBER is an agent of the COMMISSION.

8. To the fullest extent allowed by law, the EASTERN SHORE CHAMBER shall fully indemnify and hold the COMMISSION, its County Commissioners, departments, employees, supervisors, insurer, agents, representatives and attorneys (for purposes of this Section 8 referred to collectively as "COMMISSION") completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of

whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the COMMISSION pursuant to this Agreement, 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 8 and the rights, duties and obligations set forth herein shall survive the expiration or termination of this Agreement.

9. The EASTERN SHORE CHAMBER shall ensure that all materials publicizing or resulting from the one-time funding appropriation as provided for by this Agreement shall contain an acknowledgment of the COMMISSION'S assistance with said acknowledgment of support made through the use of the following comparable footnote: "This activity was supported by the Baldwin County Commission."

10. Notwithstanding anything written herein to the contrary, all commitments made herein by the COMMISSION are subject to the availability of funds. If at any time 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.

11. The EASTERN SHORE CHAMBER agrees, as a condition of receiving the funding appropriation referenced in this Agreement, to:

    a. Supply to the COMMISSION, within 30 days from a written request to do so, all applicable data that is necessary for the COMMISSION to ensure the proper expenditure of the subject funding appropriation.

    b. File with the COMMISSION no later than June 11, 2021, a written report of its activities for the preceding period which commenced on October 1, 2020, to ensure the proper expenditure of the subject funding appropriation.

12. This Agreement, provided in the form as one (1) original instrument for the records of the EASTERN SHORE CHAMBER 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 EASTERN SHORE CHAMBER. It shall be necessary to account for only one (1) such instrument or counterpart in proving this Agreement.

13. This Agreement shall be in effect for a period of twelve (12) months, or in a shorter time as may be determined by the COMMISSION, commencing October 1, 2020, and expiring September 30, 2021, and may be amended, during the aforementioned period of twelve (12) months, only by written amendment executed by the COMMISSION and the EASTERN SHORE CHAMBER. The COMMISSION shall have the right to terminate this Agreement, with or without cause or reason, by giving thirty (30) days written notice to the EASTERN SHORE CHAMBER.

14. 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.

15. Should the COMMISSION employ an attorney or attorneys to enforce any of the terms and conditions hereof, the COMMISSION shall be entitled to recover from the EASTERN SHORE CHAMBER all reasonable costs, damages, and expenses, including reasonable attorneys' fees, expended or incurred in connection therewith.

16. 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.

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

BALDWIN COUNTY COMMISSION

_____
BILLIE JO UNDERWOOD
As Its: Chairman
Date: _____

ATTEST:

_____
WAYNE 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 BILLIE JO UNDERWOOD, as Chairman of the Baldwin County Commission, and WAYNE DYESS, as County Administrator of the Baldwin County Commission, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me and on this day that, being informed of the contents of said instrument, they, as such Chairman and County Administrator 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 _____, 2020.

_____
NOTARY PUBLIC
My Commission expires: _____

EASTERN SHORE CHAMBER OF COMMERCE, INC.
327 Fairhope Ave.
Fairhope, AL 36532

_____
CASEY GAY WILLIAMS
As Its: President
Date: _____

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 CASEY GAY WILLIAMS, as President of the Board of Directors of the Eastern Shore Chamber of Commerce, Inc., whose name is signed to the foregoing instrument and who is known to me, acknowledged before me and on this day that, being informed of the contents of said instrument, she, as such President of the Board of Directors of the Eastern Shore Chamber of Commerce, Inc. and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Eastern Shore Chamber of Commerce, Inc.

GIVEN under my hand and seal this the _____ day of _____, 2020.

_____
NOTARY PUBLIC, BALDWIN COUNTY, ALABAMA
My Commission expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

AGREEMENT

THIS AGREEMENT ("Agreement") is entered into between JENNIFER CLAIRE MOORE FOUNDATION, an Alabama non-profit corporation (hereinafter referred to as the "JCMF"), and the BALDWIN COUNTY COMMISSION, the governing body of Baldwin County, Alabama (hereinafter referred to as "COMMISSION"), and is effective the date last executed below.

WHEREAS, the JCMF is an Alabama non-profit corporation the purpose of which is to empower Baldwin County, Alabama students to become academically, socially and emotionally successful; to recognize and resolve conflict; to value diversity, and to be advocates for positive changes and healthy choices through the Peer Helper Program; and

WHEREAS, the BALDWIN COUNTY COMMISSION (hereinafter referred to as COMMISSION) remains the honorable county governing body of Baldwin County, Alabama; and

WHEREAS, the COMMISSION recognizes that the purposes for which the JCMF was organized helps to educate, mentor and teach Baldwin County youth how to successfully navigate the pressures of day-today life issues and excel into adulthood through the Peer Helper Program and, therefore, based upon the aforementioned benefits endowed upon the general public, the COMMISSION approved a one-time appropriation of Two Thousand Dollars and 00/100 ($2,000.00), by and through its Baldwin County Fiscal Year 2020-2021 Budget, to pay the JCMF funds specifically allocated towards the Peer Helper Program.

WHEREAS, the COMMISSION makes such one-time funding appropriation to the JCMF 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. 2nd 953 (Ala. 1994).

NOW THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties hereto, do 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. The JCMF shall continue to develop and carry out the Peer Helper Program which benefits the youth of Baldwin County, Alabama, as well as the general public.

3. All JCMF facilities, activities and services will be made available to the general public provided that the following conditions are met, to-wit: JCMF facilities, activities and services must be utilized in accordance with JCMF policies.

4. The JCMF shall have a nondiscriminatory policy and its facilities, activities and services will be available to all members of the general public regardless of race, age, sex, religion or disability.

5. The COMMISSION will assist the JCMF with a one-time funding appropriation of Two Thousand Dollars and 00/100 ($2,000.00) to pay the JCMF funds specifically allocated towards the Peer Helper Program with said funding to benefit the youth of Baldwin County, Alabama, as well as the general public.

6. The JCMF expressly agrees not to use any of the one-time funding appropriation set forth at Section 5 of this Agreement outside the purposes provided at Section 5 of this Agreement and, furthermore, agrees not to use any of the one-time funding appropriation set forth at Section 5 of this Agreement to aid any private or individual benefit. It being expressly understood that the one-time funding appropriation set forth at Section 5 of this Agreement, as provided by the COMMISSION, be utilized, by the JCMF, only toward the purposes set forth in this Agreement.

7. The JCMF shall fully indemnify and hold the COMMISSION, its County Commissioners, departments, employees, supervisors, insurer, agents, representatives and attorneys (for purposes of this Section 7 referred to collectively as "COMMISSION") 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 JCMF 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. This provision shall survive the expiration or termination of this Agreement.

8. This Agreement and the relationship created hereby does not in any manner create, imply or otherwise vest any authority in the JCMF 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 JCMF is an agent of the COMMISSION.

9. The JCMF shall ensure that all materials publicizing or resulting from the funding appropriation as provided for by this Agreement shall contain an acknowledgment of the COMMISSION's assistance with said acknowledgment of support made through the use of the following comparable footnote: "This activity was supported by the Baldwin County Commission."

10. Notwithstanding anything written herein to the contrary, all commitments made herein by the COMMISSION are subject to the availability of funds. If at any time 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.

11. The JCMF agrees, as a condition of receiving the funding appropriation referenced in this Agreement, to:

    a. Supply to the COMMISSION, within 30 days from a written request to do so, all applicable data that is necessary for the COMMISSION to ensure the proper expenditure of the subject funding appropriation.

    b. File with the COMMISSION no later than June 11, 2021, a written report of its activities for the preceding period which commenced on October 1, 2020, to ensure the proper expenditure of the subject funding appropriation.

12. This Agreement, as provided in the form of one (1) original instrument for the records of the JCMF, 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 JCMF.

13. This Agreement shall be in effect for a period of twelve (12) months, or in a shorter time as may be determined by the COMMISSION, commencing October 1, 2020, and expiring September 30, 2021, and may be amended only by written amendment executed by the COMMISSION and the JCMF. The COMMISSION shall have the right to terminate this Agreement, with or without cause, by giving thirty (30) days written notice to the JCMF. Notwithstanding the aforementioned, the JCMF acknowledges and agrees that all its obligations under this Agreement

and the COMMISSION's right to enforce such obligations survive the expiration and / or termination of this Agreement.

14. 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.

15. Should the COMMISSION employ an attorney or attorneys to enforce any of the terms and conditions hereof, the COMMISSION shall be entitled to recover from the JCMF all reasonable costs, damages, and expenses, including reasonable attorneys' fees, expended or incurred in connection therewith.

16. 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.

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

BALDWIN COUNTY COMMISSION

_____
BILLIE JO UNDERWOOD
As Its: Chairman
Date: _____

ATTEST:

_____
WAYNE 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 BILLIE JO UNDERWOOD, as Chairman of the Baldwin County Commission, and WAYNE DYESS, as County Administrator of the Baldwin County Commission, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me and on this day that, being informed of the contents of said instrument, they, as such Chairman and County Administrator 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 _____, 2020.

_____
NOTARY PUBLIC
My Commission expires: _____

JENNIFER CLAIRE MOORE FOUNDATION
PO BOX 490
FOLEY, AL 36536

_____
By:
As Its: Chairman, Board of Directors
Date: _____

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 _____, as Chairman of the Board of Directors of the Jennifer Claire Moore Foundation, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me and on this day that, being informed of the contents of said instrument, he/she, as such Chairman of the Board of Directors of the Jennifer Claire Moore Foundation, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Jennifer Claire Moore Foundation.

GIVEN under my hand and seal this the _____ day of _____, 2020.

_____
NOTARY PUBLIC
My Commission expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

AGREEMENT

THIS AGREEMENT ("Agreement") is entered into between MOBILE BAY NATIONAL ESTUARY PROGRAM, an entity created, in 1995, under the authority granted by the United States Environmental Protection Agency and is administered through and funded by the United States Environmental Protection Agency under provisions of the Clean Water Act of 1987 (hereinafter referred to as the " MOBILE BAY NEP"), and the BALDWIN COUNTY COMMISSION, the governing body of Baldwin County, Alabama (hereinafter referred to as "COMMISSION"), and is effective the date last executed below.

WHEREAS, the MOBILE BAY NEP is an entity created, in 1995, under the authority granted by the United States Environmental Protection Agency and is administered through and funded by the United States Environmental Protection Agency under provisions of the Clean Water Act of 1987, the purposes of which are to promote the wise stewardship of the water quality characteristics and living resource base of the Mobile Bay estuarine system, implement the applicable Comprehensive Conservation Management Plan and, further, bring together citizens, local, state and federal government agencies, businesses and industries, conservation and environmental organizations and academic institutions to meet the environmental challenges presented to the Mobile Bay estuarine system; and

WHEREAS, the COMMISSION remains the honorable county governing body of Baldwin County, Alabama; and

WHEREAS, the COMMISSION recognizes that the purposes for which the MOBILE BAY NEP was organized to assist in the protection and conservation of the Mobile Bay estuarine system which benefits and protects the county's environment and overall environmental well-being of the general public and within said MOBILE BAY NEP service area; and

WHEREAS, furthermore, in recognition of the aforementioned, the COMMISSION, wishes to approve a one-time total funding appropriation of Seventy-Five Thousand Dollars and 00/100 ($75,000.00) to aid the MOBILE BAY NEP; and

WHEREAS, further, the COMMISSION makes such one-time total funding appropriation to the MOBILE BAY NEP 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).

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. The MOBILE BAY NEP shall continue to promote the protection and conservation of the Mobile Bay estuarine system which benefits and protects the county's environment and overall environmental well-being of the general public and within said MOBILE BAY NEP service area.

3. All MOBILE BAY NEP facilities, services and activities shall be made available to the general public.

4. The MOBILE BAY NEP shall have a nondiscriminatory policy, and its facilities, services and activities shall be available to the general public regardless of race, age, sex, disability or religion.

5. The COMMISSION shall assist the MOBILE BAY NEP by providing a one-time total funding appropriation of Seventy-Five Thousand Dollars and 00/100 ($75,000.00).

6. The MOBILE BAY NEP expressly agrees not to use any of the one-time funding appropriation provided for by this Agreement outside the purposes provided for by this Agreement and, furthermore, agrees not to use any of the one-time funding appropriation set forth by this Agreement to aid any private or individual benefit. It being expressly understood that the one-time funding appropriation set forth by this

Agreement, as provided by the COMMISSION, be utilized, by the MOBILE BAY NEP, only toward the purpose provided by this Agreement.

7. This Agreement and the relationship created hereby does not in any manner create, imply or otherwise vest any authority in the MOBILE BAY NEP 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 MOBILE BAY NEP is an agent of the COMMISSION.

8. To the fullest extent allowed by law, the MOBILE BAY NEP shall fully indemnify and hold the COMMISSION, its County Commissioners, departments, employees, supervisors, insurer, agents, representatives and attorneys (for purposes of this Section 8 referred to collectively as "COMMISSION") 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 MOBILE BAY NEP 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 8 and the rights, duties and obligation set forth herein shall survive the expiration or termination of this Agreement.

9. The MOBILE BAY NEP shall ensure that all materials publicizing or resulting from the funding appropriation as provided for by this Agreement shall contain an acknowledgment of the COMMISSION's assistance with said acknowledgment of support made through the use of the following comparable footnote: "This activity was supported by the Baldwin County Commission."

10. 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.

11. The MOBILE BAY NEP agrees, as a condition of receiving the funding appropriation referenced in this Agreement, to:

    a. Supply to the COMMISSION, within 30 days from a written request to do so, all applicable data that is necessary for the COMMISSION to ensure the proper expenditure of the subject funding appropriation.

    b. File with the COMMISSION no later than June 11, 2021, a written report of its activities for the preceding period which commenced on October 1, 2020, a copy of an annual report that includes the appropriation period, and a copy of the most recently audited financial statements (audited financial statements must be from within the last two years, i.e. year 2019 or 2020, and should include an independent auditor's report, statement of financial position, statement of activities, statement of cash flows, and notes to the financial statements) to ensure the proper expenditure of the subject funding appropriation.

12. This Agreement, provided in the form as one (1) original instrument for the records of the MOBILE BAY NEP 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 MOBILE BAY NEP. It shall be necessary to account for only one (1) such instrument or counterpart in proving this Agreement.

13. This Agreement shall be in effect for a period of twelve (12) months, or in a shorter time as may be determined by the COMMISSION, commencing October 1, 2020, and expiring September 30, 2021, and may be amended, during the aforementioned period of twelve (12) months, only by written amendment executed by the COMMISSION and the MOBILE BAY NEP. The COMMISSION shall have the right to terminate this Agreement, with or without cause or reason, by giving thirty (30) days written notice to the MOBILE BAY NEP.

14. 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.

15. Should the COMMISSION employ an attorney or attorneys to enforce any of the terms and conditions hereof, the COMMISSION shall be entitled to recover from the MOBILE BAY NEP all reasonable costs, damages, and expenses, including reasonable attorneys' fees, expended or incurred in connection therewith.

16. 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.

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

BALDWIN COUNTY COMMISSION

_____
Billie Jo Underwood
As Its: Chairman
Date: _____

ATTEST:

_____
Wayne 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 BILLIE JO UNDERWOOD, as Chairman of the Baldwin County Commission, and WAYNE DYESS, as County Administrator of the Baldwin County Commission, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me and on this day that, being informed of the contents of said instrument, they, as such Chairman and County Administrator 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 _____, 2020.

_____
NOTARY PUBLIC
My Commission expires: _____

MOBILE BAY NATIONAL ESTUARY PROGRAM
Suite 601
118 North Royal Street
Mobile, Alabama 36602

_____
ROBERTA ARENA SWANN
As Its: Director
Date: _____

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 ROBERTA ARENA SWANN, as Director of the Mobile Bay National Estuary Program, 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, she, as such Director of the Mobile Bay National Estuary Program, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Mobile Bay National Estuary Program.

GIVEN under my hand and seal this the _____ day of _____, 2020.

_____
NOTARY PUBLIC
My Commission expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

AGREEMENT

THIS AGREEMENT ("Agreement") is entered into between NORTH BALDWIN ANIMAL SHELTER INC., an Alabama non-profit corporation (hereinafter referred to as the "NBAS"), and the BALDWIN COUNTY COMMISSION, the governing body of Baldwin County, Alabama (hereinafter referred to as "COMMISSION"), and is effective the date last executed below.

WHEREAS, the NBAS is an Alabama non-profit corporation organized for the purpose of providing shelter and adoption services so that stray, abandoned, owner-surrender, neglected, abused and injured animals throughout Baldwin County, Alabama, will have a better chance of survival and finding good homes; and

WHEREAS, the COMMISSION remains the honorable county governing body of Baldwin County, Alabama; and

WHEREAS, the COMMISSION recognizes that the purposes for which the NORTH BALDWIN ANIMAL SHELTER, INC. was organized is to provide shelter and adoption services so that stray, abandoned, owner-surrender, neglected, abused and injured animals throughout Baldwin County, Alabama, will have a better chance of survival and finding good homes which provides a valuable public service. Therefore, based upon the aforementioned benefits endowed upon the general public, the COMMISSION approved a one-time appropriation of Twenty Thousand Dollars and 00/100 ($20,000.00), by and through its Baldwin County Fiscal Year 2020-2021 Budget, to pay the NBAS funds allocated towards general purposes, which include maintenance and operation costs and expenses of the North Baldwin Animal Shelter, animal food and medicine, and veterinary services, utilities, insurance and building maintenance costs; and

WHEREAS, the COMMISSION makes such one-time funding appropriation to the NBAS 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. 2nd 953 (Ala. 1994).

NOW THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties hereto, do 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. The NBAS shall continue to develop and carry out the services providing shelter and adoption services so that stray, abandoned, owner-surrender, neglected, abused and injured animals throughout Baldwin County, Alabama, will have a better chance of survival and finding good homes, which provides a valuable public service.

3. All NBAS facilities, activities and services will be made available to the general public provided that the following conditions are met, to-wit: NBAS facilities, activities and services must be utilized in accordance with NBAS policies.

4. The NBAS shall have a nondiscriminatory policy and its facilities, activities and services will be available to all members of the general public regardless of race, age, sex, religion or disability.

5. The COMMISSION will assist the NBAS with a one-time funding appropriation of Twenty Thousand Dollars and 00/100 ($20,000.00) to pay the NBAS specifically allocated towards providing shelter operation and maintenance, animal food and medicine, veterinary services and adoption services so that stray, abandoned, owner-surrender, neglected, abused and injured animals throughout Baldwin County, Alabama, will have a better chance of survival and finding good homes.

6. The NBAS expressly agrees not to use any of the one-time funding appropriation set forth at Section 5 of this Agreement outside the purposes provided at Section 5 of this Agreement and, furthermore, agrees not to use any of the one-time funding appropriation set forth at Section 5 of this Agreement to aid any private or individual benefit or utilize the county telephone system for non-public purposes. It being expressly understood that the one-time funding appropriation set forth at Section 5 of this Agreement, as provided by the COMMISSION, be utilized, by the NBAS, only toward the purposes set forth in this Agreement.

7. The NBAS shall fully indemnify and hold the COMMISSION, its County Commissioners, departments, employees, supervisors, insurer, agents, representatives and attorneys (for purposes of this Section 7 referred to collectively as "COMMISSION") 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 NBAS 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. This provision shall survive the expiration or termination of this Agreement.

8. This Agreement and the relationship created hereby does not in any manner create, imply or otherwise vest any authority in the NBAS 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 NBAS is an agent of the COMMISSION.

9. The NBAS shall ensure that all materials publicizing or resulting from the funding appropriation as provided for by this Agreement shall contain an acknowledgment of the COMMISSION's assistance with said acknowledgment of support made through the use of the following comparable footnote: "This activity was supported by the Baldwin County Commission."

10. Notwithstanding anything written herein to the contrary, all commitments made herein by the COMMISSION are subject to the availability of funds. If at any time 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.

11. The NBAS agrees, as a condition of receiving the funding appropriation referenced in this Agreement, to:

    a. Supply to the COMMISSION, within 30 days from a written request to do so, all applicable data that is necessary for the COMMISSION to ensure the proper expenditure of the subject funding appropriation.

    b. File with the COMMISSION no later than June 11, 2021, a written report of its activities for the preceding period which commenced on October 1, 2020 and a copy of an annual report that includes the appropriation period to ensure the proper expenditure of the subject funding appropriation.

12. This Agreement, as provided in the form of one (1) original instrument for the records of the NBAS, 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 NBAS. It shall be necessary to account for

only one (1) such instrument or counterpart in proving this Agreement.

13. This Agreement shall be in effect for a period of twelve (12) months, or in a shorter time as may be determined by the COMMISSION, commencing October 1, 2020, and expiring September 30, 2021, and may be amended, during the aforementioned period of twelve (12) months, only by written amendment executed by the COMMISSION and the NBAS. The COMMISSION shall have the right to terminate this Agreement, with or without cause or reason, by giving thirty (30) days written notice to the NBAS.

14. 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.

15. Should the COMMISSION employ an attorney or attorneys to enforce any of the terms and conditions hereof, the COMMISSION shall be entitled to recover from the NBAS all reasonable costs, damages, and expenses, including reasonable attorneys' fees, expended or incurred in connection therewith.

16. 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.

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

BALDWIN COUNTY COMMISSION

_____
BILLIE JO UNDERWOOD
As Its: Chairman
Date: _____

ATTEST:

_____
WAYNE 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 BILLIE JO UNDERWOOD, as Chairman of the Baldwin County Commission, and WAYNE DYESS, as County Administrator of the Baldwin County Commission, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me and on this day that, being informed of the contents of said instrument, they, as such Chairman and County Administrator 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 _____, 2020.

_____
NOTARY PUBLIC
My Commission expires: _____

NORTH BALDWIN ANIMAL SHELTER, INC.
PO BOX 190
BAY MINETTE, AL 36507

_____
By: Taylor D. Wilkins, Jr.
As Its: President
Date: _____

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 Taylor D. Wilkins, Jr., as President of the North Baldwin Animal Shelter, Inc., whose name is signed to the foregoing instrument and who is known to me, acknowledged before me and on this day that, being informed of the contents of said instrument, he/she, as such President of the North Baldwin Animal Shelter, Inc., and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said North Baldwin Animal Shelter, Inc.

GIVEN under my hand and seal this the _____ day of _____, 2020.

_____
NOTARY PUBLIC
My Commission expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

AGREEMENT

THIS AGREEMENT ("Agreement") is entered into between NORTH BALDWIN CHAMBER OF COMMERCE, INC., an Alabama non-profit corporation (hereinafter referred to as the "NORTH BALDWIN CHAMBER"), and the BALDWIN COUNTY COMMISSION, the governing body of Baldwin County, Alabama (hereinafter referred to as "COMMISSION"), and is effective the date last executed below.

WHEREAS, the NORTH BALDWIN CHAMBER is an Alabama nonprofit corporation organized to advertise, promote and assist the North Baldwin County, Alabama business community to benefit the economic environment of Baldwin County, Alabama; and

WHEREAS, the COMMISSION remains the honorable county governing body of Baldwin County, Alabama; and

WHEREAS, the COMMISSION recognizes that the advertisement, promotion and assistance provided by the NORTH BALDWIN CHAMBER, within and for the county's business and commercial community, benefits the overall economic environment of Baldwin County, Alabama, which promotes the economic well-being of the citizens of the county and, therefore, the COMMISSION, by and through their Baldwin County Fiscal Year 2020-2021 Budget, approved a one-time funding appropriation of Five Thousand Dollars and 00/100 ($5,000.00) to assist said NORTH BALDWIN CHAMBER in their advertisement, promotion and assistance to the county's business and commercial community as well as to accomplish the provisions set forth within this Agreement; and

WHEREAS, the COMMISSION makes such one-time funding appropriation to the NORTH BALDWIN CHAMBER 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

WHEREAS, the aforesaid one-time funding appropriation remains compliant with Amendment No. 750 and Amendment No. 772 to the Constitution of Alabama 1901.

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. The NORTH BALDWIN CHAMBER shall continue their advertisement, promotion and assistance within and for the county's business and commercial community to benefit the overall economic environment of Baldwin County, Alabama, which promotes the economic well-being of the citizens of the county.

3. All NORTH BALDWIN CHAMBER facilities, services, membership and activities shall be made available to the general public in accordance with the NORTH BALDWIN CHAMBER's rules and policies.

4. The NORTH BALDWIN CHAMBER shall have a nondiscriminatory policy, and its facilities, services, membership and activities will be available to the general public regardless of race, age, sex, disability or religion.

5. The COMMISSION will assist the NORTH BALDWIN CHAMBER by providing a one-time funding appropriation of Five Thousand Dollars and 00/100 ($5,000.00) to provide funding assistance to the NORTH BALDWIN CHAMBER to aid in their continued advertisement, promotion and assistance within and for the county's business and commercial community and, furthermore, by accepting such one-time funding appropriation the NORTH BALDWIN CHAMBER agrees to perform the additional services, as follows:

   a. Gather and distribute information about Baldwin County, Alabama, for residents, visitors, businesses and industrial prospects; and

   b. Work with the Baldwin County Economic Development Alliance to attract and promote new and expanding commercial and industrial prospects within Baldwin County, Alabama; and

   c. Help keep informed their respective NORTH BALDWIN CHAMBER members about the activities of their county government; and

   d. Keep the members of the COMMISSION informed of the activities and concerns in their respective business community.

6. The NORTH BALDWIN CHAMBER expressly agrees not to use any of the one-time funding appropriation of Five Thousand Dollars and 00/100 ($5,000.00) outside the purposes set forth in this Agreement and, furthermore, agrees not to use any of the one-time funding appropriation of Five Thousand Dollars and 00/100 ($5,000.00) to aid any private or individual benefit. It being expressly understood that the one-time funding appropriation of Five Thousand Dollars and 00/100 ($5,000.00), as provided by the COMMISSION, be utilized, by the NORTH BALDWIN CHAMBER in a manner consistent with this Agreement.

7. This Agreement and the relationship created hereby does not in any manner create, imply or otherwise vest, any authority in the NORTH BALDWIN CHAMBER 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 NORTH BALDWIN CHAMBER is an agent of the COMMISSION.

8. To the fullest extent allowed by law, the NORTH BALDWIN CHAMBER shall fully indemnify and hold the COMMISSION, its County Commissioners, departments, employees, supervisors, insurer, agents, representatives and attorneys (for purposes of this Section 8 referred to collectively as "COMMISSION") completely harmless from any and all

claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the COMMISSION pursuant to this Agreement, 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 8 and the rights, duties and obligations set forth herein shall survive the expiration or termination of this Agreement.

9. The NORTH BALDWIN CHAMBER shall ensure that all materials publicizing or resulting from the one-time funding appropriation as provided for by this Agreement shall contain an acknowledgment of the COMMISSION'S assistance with said acknowledgment of support made through the use of the following comparable footnote: "This activity was supported by the Baldwin County Commission."

10. Notwithstanding anything written herein to the contrary, all commitments made herein by the COMMISSION are subject to the availability of funds. If at any time 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.

11. The NORTH BALDWIN CHAMBER agrees, as a condition of receiving the funding appropriation referenced in this Agreement, to:

    a. Supply to the COMMISSION, within 30 days from a written request to do so, all applicable data that is necessary for the COMMISSION to ensure the proper expenditure of the subject funding appropriation.

    b. File with the COMMISSION no later than June 11, 2021, a written report of its activities for the preceding period which commenced on October 1, 2020, to ensure the proper expenditure of the subject funding appropriation.

12. This Agreement, provided in the form as one (1) original instrument for the records of the NORTH BALDWIN CHAMBER 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 NORTH BALDWIN CHAMBER. It shall be necessary to account for only one (1) such instrument or counterpart in proving this Agreement.

13. This Agreement shall be in effect for a period of twelve (12) months, or in a shorter time as may be determined by the COMMISSION, commencing October 1, 2020, and expiring September 30, 2021, and may be amended, during the aforementioned period of twelve (12) months, only by written amendment executed by the COMMISSION and the NORTH BALDWIN CHAMBER. The COMMISSION shall have the right to terminate this Agreement, with or without cause or reason, by giving thirty (30) days written notice to the NORTH BALDWIN CHAMBER.

14. 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.

15. Should the COMMISSION employ an attorney or attorneys to enforce any of the terms and conditions hereof, the COMMISSION shall be entitled to recover from the NORTH BALDWIN CHAMBER all reasonable costs, damages, and expenses, including reasonable attorneys' fees, expended or incurred in connection therewith.

16. 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.

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

BALDWIN COUNTY COMMISSION

_____
BILLIE JO UNDERWOOD
As Its: Chairman
Date: _____

ATTEST:

_____
WAYNE 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 BILLIE JO UNDERWOOD, as Chairman of the Baldwin County Commission, and WAYNE DYESS, as County Administrator of the Baldwin County Commission, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me and on this day that, being informed of the contents of said instrument, they, as such Chairman and County Administrator 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 _____, 2020.

_____
NOTARY PUBLIC
My Commission expires: _____

NORTH BALDWIN CHAMBER OF COMMERCE, INC.
301 McMeans Avenue
Bay Minette, Alabama 36507

_____
ASHLEY JONES DAVIS
As Its: Executive Director
Date: _____

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 ASHLEY JONES DAVIS, as Executive Director of the North Baldwin Chamber of Commerce, Inc., whose name is signed to the foregoing instrument and who is known to me, acknowledged before me and on this day that, being informed of the contents of said instrument, she, as such Executive Director of the North Baldwin Chamber of Commerce, Inc., and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said North Baldwin Chamber of Commerce, Inc.

GIVEN under my hand and seal this the _____ day of _____, 2020.

_____
NOTARY PUBLIC, BALDWIN COUNTY, ALABAMA
My Commission expires: _____

STATE OF ALABAMA)
COUNTY OF BALDWIN)

AGREEMENT

THIS AGREEMENT ("Agreement") is entered into between SOUTH BALDWIN CHAMBER OF COMMERCE, INC., an Alabama non-profit corporation (hereinafter referred to as the "SOUTH BALDWIN CHAMBER"), and the BALDWIN COUNTY COMMISSION, the governing body of Baldwin County, Alabama (hereinafter referred to as "COMMISSION"), and is effective the date last executed below.

WHEREAS, the SOUTH BALDWIN CHAMBER is an Alabama nonprofit corporation organized to advertise, promote and assist the South Baldwin County, Alabama business community to benefit the economic environment of Baldwin County, Alabama; and

WHEREAS, the COMMISSION remains the honorable county governing body of Baldwin County, Alabama; and

WHEREAS, the COMMISSION recognizes that the advertisement, promotion and assistance provided by the SOUTH BALDWIN CHAMBER, within and for the county's business and commercial community, benefits the overall economic environment of Baldwin County, Alabama, which promotes the economic well-being of the citizens of the county and, therefore, the COMMISSION, by and through their Baldwin County Fiscal Year 2020-2021 Budget, approved a one-time funding appropriation not to exceed Fifty Thousand Dollars and 00/100 ($50,000.00) to assist said SOUTH BALDWIN CHAMBER in their advertisement, promotion and assistance to the county's business and commercial community as well as to accomplish the provisions set forth within this Agreement; and

WHEREAS, the COMMISSION makes such one-time funding appropriation to the SOUTH BALDWIN CHAMBER 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

WHEREAS, the aforesaid one-time funding appropriation remains compliant with Amendment No. 750 and Amendment No. 772 to the Constitution of Alabama 1901.

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. The SOUTH BALDWIN CHAMBER shall continue the Gateway Initiative, as well as their advertisement, promotion and assistance within and for the county's business and commercial community to benefit the overall economic environment of Baldwin County, Alabama, which promotes the economic well-being of the citizens of the county.

3. All SOUTH BALDWIN CHAMBER facilities, services, membership and activities shall be made available to the general public in accordance with the SOUTH BALDWIN CHAMBER's rules and policies.

4. The SOUTH BALDWIN CHAMBER shall have a nondiscriminatory policy, and its facilities, services, membership and activities will be available to the general public regardless of race, age, sex, disability or religion.

5. The COMMISSION will assist the SOUTH BALDWIN CHAMBER by providing a one-time funding appropriation not to exceed Fifty Thousand Dollars and 00/100 ($50,000.00) to provide funding assistance to the SOUTH BALDWIN CHAMBER to aid in funding of the Gateway Initiative, as well as their continued advertisement, promotion and assistance within and for the county's business and commercial community and, furthermore, by accepting such one-time funding appropriation the SOUTH BALDWIN CHAMBER agrees to perform the additional services, as follows:

   a. Gather and distribute information about Baldwin County, Alabama, for residents, visitors, businesses and industrial prospects; and

   b. Work with the Baldwin County Economic Development Alliance to attract and promote new and expanding commercial and industrial prospects within Baldwin County, Alabama; and

   c. Help keep informed their respective SOUTH BALDWIN CHAMBER members about the activities of their county government; and

   d. Keep the members of the COMMISSION informed of the activities and concerns in their respective business community.

   FISCAL YEAR 2020-2021 (October 1, 2020 - September 30, 2021)
   The one-time funding appropriation not to exceed $50,000 shall be paid in installments so that $12,500 is payable immediately and the remaining balance of $37,500 is payable once the SOUTH BALDWIN CHAMBER provides the COMMISSION with audited financial statements from within the last two years.

6. The SOUTH BALDWIN CHAMBER expressly agrees not to use any of the one-time funding appropriation not to exceed Fifty Thousand Dollars and 00/100 ($50,000.00) outside the purposes set forth in this Agreement and, furthermore, agrees not to use any of the one-time funding appropriation not to exceed Fifty Thousand Dollars and 00/100 ($50,000.00) to aid any private or individual benefit. It being expressly understood that the one-time funding appropriation not to exceed Fifty Thousand Dollars and 00/100 ($50,000.00), as provided by the COMMISSION, be utilized, by the SOUTH BALDWIN CHAMBER in a manner consistent with this Agreement.

7. This Agreement and the relationship created hereby does not in any manner create, imply or otherwise vest, any authority in the SOUTH BALDWIN CHAMBER 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 SOUTH BALDWIN CHAMBER is an agent of the COMMISSION.

8. To the fullest extent allowed by law, the SOUTH BALDWIN CHAMBER shall fully indemnify and hold the COMMISSION, its County Commissioners, departments, employees, supervisors, insurer, agents, representatives and attorneys (for purposes of this Section 8 referred to collectively as "COMMISSION") completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the COMMISSION pursuant to this Agreement, 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 8 and the rights, duties and obligations set forth herein shall survive the expiration or termination of this Agreement.

9. The SOUTH BALDWIN CHAMBER shall ensure that all materials publicizing or resulting from the one-time funding appropriation as provided for by this Agreement shall contain an acknowledgment of the COMMISSION'S assistance with said acknowledgment of support made through the use of the following comparable footnote: "This activity was supported by the Baldwin County Commission."

10. Notwithstanding anything written herein to the contrary, all commitments made herein by the COMMISSION are subject to the availability of funds. If at any time 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.

11. The SOUTH BALDWIN CHAMBER agrees, as a condition of receiving the funding appropriation referenced in this Agreement, to:

    a. Supply to the COMMISSION, within 30 days from a written request to do so, all applicable data that is necessary for the COMMISSION to ensure the proper expenditure of the subject funding appropriation.

    b. File with the COMMISSION no later than June 11, 2021, a written report of its activities for the preceding period which commenced on October 1, 2020, a copy of an annual report that includes the appropriation period, and a copy of the most recently audited financial statements (audited financial statements must be from within the last two years, i.e. year 2019 or 2020, and should include an independent auditor's report, statement of financial position, statement of activities, statement of cash flows, and notes to the financial statements) to ensure the proper expenditure of the subject funding appropriation.

12. This Agreement, provided in the form as one (1) original instrument for the records of the SOUTH BALDWIN CHAMBER 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 SOUTH BALDWIN CHAMBER. It shall be necessary to account for only one (1) such instrument or counterpart in proving this Agreement.

13. This Agreement shall be in effect for a period of twelve (12) months, or in a shorter time as may be determined by the COMMISSION, commencing October 1, 2020, and expiring September 30, 2021, and may be amended, during the aforementioned period of twelve (12) months, only by written amendment executed by the COMMISSION and the SOUTH BALDWIN CHAMBER. The COMMISSION shall have the right to terminate this Agreement, with or without cause or reason, by giving thirty (30) days written notice to the SOUTH BALDWIN CHAMBER.

14. 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.

15. Should the COMMISSION employ an attorney or attorneys to enforce any of the terms and conditions hereof, the COMMISSION shall be entitled to recover from the SOUTH BALDWIN CHAMBER all reasonable costs, damages, and expenses, including reasonable attorneys' fees, expended or incurred in connection therewith.

16. 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.

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

BALDWIN COUNTY COMMISSION

_____
BILLIE JO UNDERWOOD
As Its: Chairman
Date: _____

ATTEST:

_____
WAYNE 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 BILLIE JO UNDERWOOD, as Chairman of the Baldwin County Commission, and WAYNE DYESS, as County Administrator of the Baldwin County Commission, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me and on this day that, being informed of the contents of said instrument, they, as such Chairman and County Administrator 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 _____, 2020.

_____
NOTARY PUBLIC
My Commission expires: _____

SOUTH BALDWIN CHAMBER OF COMMERCE, INC.
PO Box 1117
Foley, AL 36536

_____
DONNA H. WATTS
As Its: President / CEO
Date: _____

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 DONNA H. WATTS, as President / CEO of the Board of Directors of the South Baldwin Chamber of Commerce, Inc., whose name is signed to the foregoing instrument and who is known to me, acknowledged before me and on this day that, being informed of the contents of said instrument, she, as such President / CEO of the Board of Directors of the South Baldwin Chamber of Commerce, Inc. and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said South Baldwin Chamber of Commerce, Inc.

GIVEN under my hand and seal this the _____ day of _____, 2020.

_____
NOTARY PUBLIC, BALDWIN COUNTY, ALABAMA
My Commission expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

AGREEMENT

THIS AGREEMENT ("Agreement") is entered into between SOUTHWEST ALABAMA WORKFORCE DEVELOPMENT COUNCIL (hereinafter referred to as "SAWDC"), an Alabama non-profit organization (hereinafter referred to as the "SAWDC"), and the BALDWIN COUNTY COMMISSION, the governing body of Baldwin County, Alabama (hereinafter referred to as "COMMISSION"), and is effective the date last executed below.

WHEREAS, the SAWDC is an employer-established and employer-led non-profit organization whose mission is to develop strategic partnerships which attract, educate and train students and workers to better meet employer needs and foster economic growth in a global marketplace; and

WHEREAS, the COMMISSION remains the honorable county governing body of Baldwin County, Alabama; and

WHEREAS, the COMMISSION recognizes that the purposes for which the SAWDC was organized helps to foster economic growth in a global marketplace by developing a comprehensive, integrated workforce development system which creates a skilled, diverse, motivated, and adaptable workforce that better meets the needs of employers and leads to a better quality of life for Baldwin County, Alabama citizens; and

WHEREAS, furthermore, in recognition of the aforementioned, the COMMISSION, by and through their Baldwin County Fiscal Year 2020-2021 Budget, approved a one-time total funding appropriation of Twenty-five Thousand Dollars and 00/100 ($25,000.00) to aid the SAWDC in the continuation of its public purposes in Baldwin County, Alabama, specifically, as funding assistance towards the development of a comprehensive, integrated workforce development system in Southwest Alabama; and

WHEREAS, further, the COMMISSION makes such one-time total funding appropriation to the SAWDC 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).

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. The SAWDC shall continue to develop a comprehensive, integrated workforce development system for Southwest Alabama and thus benefit economic development and workforce retention in Baldwin County, Alabama.

3. All SAWDC facilities, services and activities shall be made available to the general public.

4. The SAWDC shall have a nondiscriminatory policy, and its facilities, services and activities shall be available to the general public regardless of race, age, sex, disability or religion.

5. The COMMISSION shall assist the SAWDC by providing a one-time total funding appropriation of Twenty-five Thousand Dollars and 00/100 ($25,000.00) to be used specifically as funding assistance towards the development of a comprehensive, integrated workforce development system for Southwest Alabama and thus benefit economic development and workforce retention in Baldwin County, and in the furtherance of its public purposes in Baldwin County, Alabama.

6. The SAWDC expressly agrees not to use the one-time total funding appropriation set forth at Section 5 of this Agreement outside the purposes provided at Section 5 of this Agreement and, furthermore, agrees not to use the one-time total funding appropriation set forth at Section 5 of this Agreement to aid any private or individual benefit. It being expressly understood that the one-time total funding appropriation set forth at Section 5 of this Agreement, as provided by the COMMISSION, be utilized, by the SAWDC, in a manner consistent with this Agreement.

7. This Agreement and the relationship created hereby does not in any manner create, imply or otherwise vest any authority in the SAWDC 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 SAWDC is an agent of the COMMISSION.

8. To the fullest extent allowed by law, the SAWDC shall fully indemnify and hold the COMMISSION, its County Commissioners, departments, employees, supervisors, insurer, agents, representatives and attorneys (for purposes of this Section 8 referred to collectively as "COMMISSION") 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 SAWDC 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 8 and the rights, duties and obligation set forth herein shall survive the expiration or termination of this Agreement.

9. The SAWDC shall ensure that all materials publicizing or resulting from the funding appropriation as provided for by this Agreement shall contain an acknowledgment of the COMMISSION's assistance with said acknowledgment of support made through the use of the following comparable footnote: "This activity was supported by the Baldwin County Commission."

10. Notwithstanding anything written herein to the contrary, all commitments made herein by the COMMISSION are subject to the availability of funds. If at any time 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.

11. The SAWDC agrees, as a condition of receiving the funding appropriation referenced in this Agreement, to:

a. Supply to the COMMISSION, within 30 days from a written request to do so, all applicable data that is necessary for the COMMISSION to ensure the proper expenditure of the subject funding appropriation.

b. File with the COMMISSION no later than June 11, 2021, a written report of its activities for the preceding period which commenced on October 1, 2020, a copy of an annual report that includes the appropriation period, and a copy of the most recently audited financial statements (audited financial statements must be from within the last two years, i.e. year 2019 or 2020, and should include an independent auditor's report, statement of financial position, statement of activities, statement of cash flows, and notes to the financial statements) to ensure the proper expenditure of the subject funding appropriation.

12. This Agreement, provided in the form as one (1) original instrument for the records of the SAWDC 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 SAWDC. It shall be necessary to account for only one (1) such instrument or counterpart in proving this Agreement.

13. This Agreement shall be in effect for a period of twelve (12) months, or in a shorter time as may be determined by the COMMISSION, commencing October 1, 2020, and expiring September 30, 2021, and may be amended, during the aforementioned period of twelve (12) months, only by written amendment executed by the COMMISSION and the SAWDC. The COMMISSION shall have the right to terminate this Agreement, with or without cause or reason, by giving thirty (30) days written notice to the SAWDC.

14. 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.

15. Should the COMMISSION employ an attorney or attorneys to enforce any of the terms and conditions hereof, the COMMISSION shall be entitled to recover from the SAWDC all reasonable costs, damages, and expenses, including reasonable attorneys' fees, expended or incurred in connection therewith.

16. 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.

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

BALDWIN COUNTY COMMISSION

_____
BILLIE JO UNDERWOOD
As Its: Chairman
Date: _____

ATTEST:

_____
WAYNE 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 BILLIE JO UNDERWOOD, as Chairman of the Baldwin County Commission, and WAYNE DYESS, as County Administrator of the Baldwin County Commission, whose name are signed to the foregoing instrument and who are known to me, acknowledged before me and on this day that, being informed of the contents of said instrument, they, as such Chairman and County Administrator 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 _____, 2020.

_____
NOTARY PUBLIC
My Commission expires: _____

SOUTHWEST ALABAMA WORKFORCE DEVELOPMENT COUNCIL
2203 Perimeter Rd. – Suite 100
Mobile, AL 36615

_____
By:
As Its: Chairman
Date: _____

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_____, as Chairman of the Southwest Alabama Workforce Development Council, 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/she, as such Chairman of the Southwest Alabama Workforce Development Council, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Southwest Alabama Workforce Development Council.

GIVEN under my hand and seal this the _____ day of _____, 2020.

_____
NOTARY PUBLIC
My Commission expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

AGREEMENT

THIS AGREEMENT ("Agreement") is entered into between the USS ALABAMA BATTLESHIP COMMISSION (hereinafter referred to as "USS ALABAMA BATTLESHIP COMMISSION") and the BALDWIN COUNTY COMMISSION, the governing body of Baldwin County, Alabama (hereinafter referred to as "COMMISSION") and is effective the date last executed below.

WHEREAS, the USS ALABAMA BATTLESHIP COMMISSION is a state commission of the State of Alabama created in 1963 in accordance with, and exercising those powers and conferred by, Section 41-9-340 through Section 41-9-358 of the Code of Alabama 1975; and

WHEREAS, the COMMISSION remains the honorable county governing body of Baldwin County, Alabama; and

WHEREAS, the COMMISSION recognizes the public powers exercised by the USS ALABAMA BATTLESHIP COMMISSION as authorized in Section 41-9-340 through Section 41-9-358 of the Code of Alabama 1975 including the authority for the USS ALABAMA BATTLESHIP COMMISSION to accept public grants and enter into contracts with other governmental entities to accomplish its public purposes; and

WHEREAS, Section 41-9-356 of the Code of Alabama 1975 specifically authorizes the COMMISSION to make appropriations to the USS ALABAMA BATTLESHIP COMMISSION in order to aid said USS ALABAMA BATTLESHIP COMMISSION in accomplishing its public purposes; and

WHEREAS, in recognition of the aforementioned, the COMMISSION, wishes to approve a one-time total funding appropriation of Ten Thousand and 00/100 Dollars ($10,000.00) to aid the USS ALABAMA BATTLESHIP COMMISSION; and

WHEREAS, the COMMISSION makes such one-time total funding appropriation to the USS ALABAMA BATTLESHIP 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).

WHEREAS, the aforesaid one-time funding appropriations remain compliant with Amendment No. 750 and Amendment No. 772 to the Constitution of Alabama 1901.

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. The USS ALABAMA BATTLESHIP COMMISSION shall continue to accomplish its public purposes as enumerated in Section 41-9-340 through Section 41-9-358 of the Code of Alabama 1975, as said public purposes promote the economic well-being of the citizens of Baldwin County, Alabama through a myriad of activities which include, but are not limited to, tourism.

3. All USS ALABAMA BATTLESHIP COMMISSION facilities, services and activities shall be made available to the general public.

4. The USS ALABAMA BATTLESHIP COMMISSION shall have a nondiscriminatory policy, and its facilities, services and activities shall be available to the general public regardless of race, age, sex, disability or religion.

5. The COMMISSION shall assist the USS ALABAMA BATTLESHIP COMMISSION by providing a one-time total funding appropriation of Ten Thousand and 00/100 Dollars ($10,000.00).

6. The USS ALABAMA BATTLESHIP COMMISSION expressly agrees not to use any of the one-time funding appropriation provided for by this Agreement outside

the purposes provided for by this Agreement and, furthermore, agrees not to use any of the one-time funding appropriation set forth by this Agreement to aid any private or individual benefit. It being expressly understood that the one-time funding appropriation set forth by this Agreement, as provided by the COMMISSION, be utilized by the USS ALABAMA BATTLESHIP COMMISSION only toward the purpose provided by this Agreement.

7. This Agreement and the relationship created hereby does not in any manner create, imply or otherwise vest any authority in the USS ALABAMA BATTLESHIP 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 USS ALABAMA BATTLESHIP COMMISSION is an agent of the COMMISSION.

8. To the fullest extent allowed by law, the USS ALABAMA BATTLESHIP COMMISSION shall fully indemnify and hold the COMMISSION, its County Commissioners, departments, employees, supervisors, insurer, agents, representatives and attorneys (for purposes of this Section 8 referred to collectively as "COMMISSION") 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 USS ALABAMA BATTLESHIP 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 8 and the rights, duties and obligations set forth herein shall survive the expiration or termination of this Agreement.

9. The USS ALABAMA BATTLESHIP COMMISSION shall ensure that all materials publicizing or resulting from the funding appropriation as provided for by this Agreement shall contain an acknowledgment of the COMMISSION's assistance with said acknowledgment of support made through the use of the following comparable footnote: "This activity was supported by the Baldwin County Commission."

10. 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.

11. The USS ALABAMA BATTLESHIP COMMISSION agrees, as a condition of receiving the funding appropriation referenced in this Agreement, to:

    a. Supply to the COMMISSION, within 30 days from a written request to do so, all applicable data that is necessary for the COMMISSION to ensure the proper expenditure of the subject funding appropriation.

    b. File with the COMMISSION no later than June 11, 2021, a written report of its activities for the preceding period which commenced on October 1, 2020 and a copy of an annual report that includes the appropriation period, to ensure the proper expenditure of the subject funding appropriation.

12. This Agreement, provided in the form as one (1) original instrument for the records of the USS ALABAMA BATTLESHIP 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 USS ALABAMA BATTLESHIP COMMISSION. It shall be necessary to account for only one (1) such instrument or counterpart in proving this Agreement.

13. This Agreement shall be in effect for a period of twelve (12) months, or in a shorter time as may be determined by the COMMISSION, commencing October 1, 2020, and expiring September 30, 2021, and may be amended, during the aforementioned period of twelve (12) months, only by written amendment executed by the COMMISSION and the USS ALABAMA BATTLESHIP COMMISSION. The COMMISSION shall have the right to terminate this Agreement, with or without cause or reason, by giving thirty (30) days written notice to the USS ALABAMA BATTLESHIP COMMISSION.

14. 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.

15. Should the COMMISSION employ an attorney or attorneys to enforce any of the terms and conditions hereof, the COMMISSION shall be entitled to recover from the USS ALABAMA BATTLESHIP COMMISSION all reasonable costs, damages, and expenses, including reasonable attorneys' fees, expended or incurred in connection therewith.

16. 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.

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

BALDWIN COUNTY COMMISSION

_____
BILLIE JO UNDERWOOD
As Its: Chairman
Date: _____

ATTEST:

_____
WAYNE 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 BILLIE JO UNDERWOOD, as Chairman of the Baldwin County Commission, and WAYNE DYESS, as County Administrator of the Baldwin County Commission, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me and on this day that, being informed of the contents of said instrument, they, as such Chairman and County Administrator 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 _____, 2020.

_____
NOTARY PUBLIC
My Commission expires: _____

USS ALABAMA BATTLESHIP COMMISSION
PO BOX 65
Mobile, Alabama 36601

_____
By:
As Its: Executive Director
Date: _____

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 _____, as Executive Director of the USS Alabama Battleship Commission, 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 Executive Director of the USS Alabama Battleship Commission, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said USS Alabama Battleship Commission.

GIVEN under my hand and seal this the _____ day of _____, 2020.

_____
NOTARY PUBLIC
My Commission expires: _____

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement") is between the Baldwin County Commission, the governing body of Baldwin County, Alabama (hereafter "BCC"), and Van Scoyoc Associates, Inc., a corporation ("VSA") and is effective the date last executed below.

1. VSA agrees to provide consulting and advisory services to BCC with regard to various legislative issues. VSA agrees to monitor and evaluate these issues and to promptly advise BCC on the components of an agency and legislative plan and the appropriate strategy necessary to achieve the goals of such a plan. VSA will perform such services with regard to those issues as are mutually agreed to between VSA and BCC.

2. VSA acknowledges that it may be required to register for work performed on behalf of BCC under the Lobbying Disclosure Act of 1995, as amended (2 USC §1601 et seq.) and any subsequent laws or regulations on behalf of BCC, and agrees to do so in the event such registration is required.

3. In consideration of the performance of these services, BCC shall pay to VSA the sum of $9,500.00 per month, with such payments due monthly. BCC hereby warrants that these payments will not be made with Federal funds.

4. This Agreement shall become effective October 1, 2020, and shall continue in effect until September 30, 2021, or unless sooner terminated by BCC or VSA by written notice given to the other at least thirty (30) days prior to the date of termination. Any fees earned or reimbursable expenses incurred prior to the receipt of said notice of termination on behalf of BCC under this Agreement shall be paid by BCC.

5. This Agreement shall be construed and enforced in accordance with the laws of the State of Alabama, and proper venue for any action relating to the subject matter of this Agreement shall lie in Baldwin County, Alabama.

6. Should BCC employ an attorney to enforce this Agreement, BCC shall be entitled to recover from the VSA all reasonable costs, damages, and expenses, including reasonable attorneys' fees, expended or incurred in connection therewith.

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

VAN SCOYOC ASSOCIATES, INC.

Date: _____ By: _____
H. Stewart Van Scoyoc
President

BALDWIN COUNTY COMMISSION

Date: _____ By: _____
Billie Jo Underwood
Chairman, Baldwin County Commission

ATTEST:

_____
Wayne Dyess
County Administrator

Baldwin County Commission

Agenda Action Form

File #: 20-1503, **Version:** 1 **Item #:** BE14

Meeting Type: BCC Regular Meeting
Meeting Date: 9/15/2020
Item Status: New
From: Ronald J. Cink, Budget Director
Submitted by: Christie Davis, Senior Budget Accountant

ITEM TITLE
Resolution #2020-131 - Appropriation of Commission Discretionary Funds for the USS Alabama Battleship Commission

STAFF RECOMMENDATION
Approve Resolution #2020-131 of the Baldwin County Commission, which appropriates $10,000.00 from the “Commission Discretionary Fund”, in the Baldwin County Fiscal Year 2020-2021 Budget, to the USS Alabama Battleship Commission.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Commission has two other Fiscal Year 2021 Budget agenda items that approve the Fiscal Year 2021 Budget, approve the 750/772 appropriations, and approve the agreements necessary to appropriate funds to various organizations. One of the appropriations pending approval is to the USS Alabama Battleship Commission.

The Commission determined that the appropriation would come from statutory Commission Discretionary Funds, which requires an additional Resolution to be approved.

FINANCIAL IMPACT

Total cost of recommendation: $10,000.00

Budget line item(s) to be used: 51990.5342

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration Staff

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Administration staff - please include a copy of the Resolution when the USS Alabama Battleship Commission budget appropriation agreement is mailed out.

Additional instructions/notes: N/A

STATE OF ALABAMA)

COUNTY OF BALDWIN)

RESOLUTION #2020-131
OF THE
BALDWIN COUNTY COMMISSION

PROVING 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 $10,000.00, from the "Commission Discretionary Fund," and in Baldwin County Fiscal Year 2020-2021, to pay over, by agreement, to the USS Alabama Battleship Commission, a state commission of the State of Alabama created in 1963 in accordance with, and exercising those powers and conferred by, Section 41-9-340 through Section 41-9-358 of the Code of Alabama 1975, the purposes of which are to operate a state memorial park honoring all Alabamians who served in the Armed Services and wars oversees and the promotion and development of the battleship and of the state memorial park, to assist the USS Alabama Battleship Commission in support of on-going restoration projects within the USS Alabama Battleship Memorial Park, 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 through a myriad of activities which include, but are not limited to, tourism; 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 $10,000.00, from the "Commission Discretionary Fund," and in Baldwin County Fiscal Year 2020-2021, to pay over, by agreement, to the USS Alabama Battleship Commission, a state commission of the State of Alabama created in 1963 in accordance with, and exercising those powers and conferred by, Section 41-9-340 through Section 41-9-358 of the Code of Alabama 1975, the purposes of which are to operate a state memorial park honoring all Alabamians who served in the Armed Services and wars oversees and the promotion and development of the battleship and of the state memorial park, to assist the USS Alabama Battleship Commission in support of on-going restoration projects within the USS Alabama Battleship

Memorial Park, 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 through a myriad of activities which include, but are not limited to, tourism.

DONE, under the Seal of the County of Baldwin, at the County Seat in Bay Minette, Alabama, on this the 15th day of September, 2020.

_____
Commissioner Billie Jo Underwood, Chairman
Baldwin County Commission

ATTEST:

_____
Wayne Dyess
County Administrator

Baldwin County Commission

Agenda Action Form

File #: 20-1566, **Version:** 1 **Item #:** BE15

Meeting Type: BCC Regular Meeting
Meeting Date: 9/15/2020
Item Status: New
From: Ronald J. Cink, Budget Director
Submitted by: Christie Davis, Senior Budget Accountant

ITEM TITLE
Appropriation of Funds to Eye Heart World, Inc. for the Rose Center

STAFF RECOMMENDATION
Action Item with discussion needed - Ms. Crystal Yarbrough, Rose Center Program Director, has requested the opportunity to speak to the Baldwin County Commission related to the FY20 appropriation(s) the Rose Center received. The FY21 Appropriation is contingent upon Ms. Yarbrough's presentation to the Commission.

Should the Commission wish to move forward with the appropriation of funds at this time, the following action will should be taken the Regular Session Meeting:

Approve an Agreement between the Baldwin County Commission and Eye Heart World, Inc. to allocate funds in the amount of $2,000.00 to Eye Heart World, Inc. to be used to support the Rose Center in Mobile, Alabama, a drop-in center for young women who are severely at risk for human trafficking or who are being exploited, said funding to be used for program services such as transportation, job interviews, case management, therapy and counseling.

The terms of the Agreement shall commence October 6, 2020 and expire September 30, 2021 and may be terminated per the parameters set forth therein.

BACKGROUND INFORMATION

Previous Commission action/date: Contingent funding for the appropriation was passed in the Fiscal Year 21 Budget, Resolution #2020-127, on September 15, 2020.

Background: The Commission supported the Rose Center in Fiscal Year 2020, and the Fiscal Year 2021 Budget included $2,000.00 in funding for the Rose Center, the allocation of which was contingent upon the Rose Center presenting data to the Commission at a meeting.

FINANCIAL IMPACT

Total cost of recommendation: $2,000.00

Budget line item(s) to be used: 51990.5290

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

LEGAL IMPACT

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

Reviewed/approved by: Approved by Laura Coker, Stone Crosby 09/04/2020 cdavis

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration and Finance staff.

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Administration staff will have agreement executed and mail correspondence to:

Eye Heart World, Inc.
Attention: Crystal Yarbrough, Rose Center Director
PO Box 7018
Spanish Fort, Alabama 36577

Finance staff will handle issuing the check for the appropriation (to be handled in the same manner as the FY21 Budget Appropriations).

Additional instructions/notes: N/A

Expense	Amount
Case Management	$560
Rose Center Education Classes (GED, Job Readiness, Tutoring)	$800
Life Skills Classes	$350
Transportation for Direct Care Services	$300
Outreach Team Crisis Response	$280
Trauma Informed Interventions & Programming	$920
Awareness Program Targeting At-Risk Youth (Six Week Curriculum Implementation	$470
Rose Center Meals for Clients (Drinks, 1 hot meal per day, snacks, Food for childrer	$320
Total	$4,000

STATE OF ALABAMA)

COUNTY OF BALDWIN)

AGREEMENT

THIS AGREEMENT ("Agreement") is entered into between EYE HEART WORLD, INC., a foreign non-profit corporation, with a location called the Rose Center in Mobile, AL (hereinafter referred to as the "EYE HEART WORLD"), and the BALDWIN COUNTY COMMISSION, the governing body of Baldwin County, Alabama (hereinafter referred to as "COMMISSION"), and is effective the date last executed below.

WHEREAS, the EYE HEART WORLD is a foreign non-profit corporation dedicated to the fight against human trafficking. The corporation provides a full scope of program services, including the Rose Center which is a drop-off center based in Mobile, Alabama, for young women who are severely at risk for human trafficking or are already being exploited; and

WHEREAS, the COMMISSION remains the honorable county governing body of Baldwin County, Alabama; and

WHEREAS, the COMMISSION recognizes that the purposes for which the EYE HEART WORLD was organized is to provide program services such as transportation, job interviews, case management, therapy and counseling for young women who are severely at risk for human trafficking or who are being exploited. Therefore, based upon the aforementioned benefits endowed upon the general public, the COMMISSION approved a one-time appropriation of Two Thousand Dollars and 00/100 ($2,000.00), by and through its Baldwin County Fiscal Year 2020-2021 Budget, to pay the EYE HEART WORLD, INC. funds specifically allocated towards the Rose Center in Mobile, Alabama, for program services such as transportation, job interviews, case management, therapy and counseling.

WHEREAS, the COMMISSION makes such one-time funding appropriation to the EYE HEART WORLD 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. 2nd 953 (Ala. 1994).

NOW THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties hereto, do 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. The EYE HEART WORLD shall continue to develop and carry out the program services for the Rose Center which helps young women who are severely at risk for human trafficking or are already being exploited, as well as the general public.

3. All EYE HEART WORLD facilities, activities and services will be made available to the general public provided that the following conditions are met, to-wit: EYE HEART WORLD facilities, activities and services must be utilized in accordance with EYE HEART WORLD policies.

4. The EYE HEART WORLD shall have a nondiscriminatory policy and its facilities, activities and services will be available to all members of the general public regardless of race, age, sex, religion or disability.

5. The COMMISSION will assist the EYE HEART WORLD with a one-time funding appropriation of Two Thousand Dollars and 00/100 ($2,000.00) to pay the EYE HEART WORLD funds specifically allocated towards the Rose Center program services with said funding to benefit young women who are

severely at risk for human trafficking or are already being exploited, as well as the general public.

6. The EYE HEART WORLD expressly agrees not to use any of the one-time funding appropriation set forth at Section 5 of this Agreement outside the purposes provided at Section 5 of this Agreement and, furthermore, agrees not to use any of the one-time funding appropriation set forth at Section 5 of this Agreement to aid any private or individual benefit or utilize the county telephone system for non-public purposes. It being expressly understood that the one-time funding appropriation set forth at Section 5 of this Agreement, as provided by the COMMISSION, be utilized, by the EYE HEART WORLD, only toward the purposes set forth in this Agreement.

7. The EYE HEART WORLD shall fully indemnify and hold the COMMISSION, its County Commissioners, departments, employees, supervisors, insurer, agents, representatives and attorneys (for purposes of this Section 7 referred to collectively as "COMMISSION") 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 EYE HEART WORLD 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. This provision shall survive the expiration or termination of this Agreement.

8. This Agreement and the relationship created hereby does not in any manner create, imply or otherwise vest any authority in the EYE HEART WORLD 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 EYE HEART WORLD is an agent of the COMMISSION.

9. The EYE HEART WORLD shall ensure that all materials publicizing or resulting from the funding appropriation as provided for by this Agreement shall contain an acknowledgment of the COMMISSION's assistance with said acknowledgment of support made through the use of the following comparable footnote: "This activity was supported by the Baldwin County Commission."

10. Notwithstanding anything written herein to the contrary, all commitments made herein by the COMMISSION are subject to the availability of funds. If at any time 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.

11. The EYE HEART WORLD agrees, as a condition of receiving the funding appropriation referenced in this Agreement, to:

    a. Supply to the COMMISSION, within 30 days from a written request to do so, all applicable data that is necessary for the COMMISSION to ensure the proper expenditure of the subject funding appropriation.

    b. File with the COMMISSION no later than June 11, 2021, a written report of its activities for the preceding period which commenced on October 1, 2020, to ensure the proper expenditure of the subject funding appropriation.

12. This Agreement, as provided in the form of one (1) original instrument for the records of the EYE HEART WORLD, 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 EYE HEART WORLD. It shall be necessary to account for only one (1) such instrument or counterpart in proving this Agreement.

13. This Agreement shall be in effect for a period of twelve (12) months, or in a shorter time as may be determined by the COMMISSION, commencing October 1, 2020, and expiring September 30, 2021, and may be amended only by written amendment executed by the COMMISSION and the EYE HEART WORLD. The COMMISSION shall have the right to terminate this Agreement, with or without cause, by giving thirty (30) days written notice to the EYE HEART WORLD. Notwithstanding the aforementioned, the EYE HEART WORLD acknowledges and agrees that all its obligations under this Agreement and the COMMISSION's right to enforce such obligations survive the expiration and / or termination of this Agreement.

14. 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.

15. Should the COMMISSION employ an attorney or attorneys to enforce any of the terms and conditions hereof, the COMMISSION shall be entitled to recover from the EYE HEART WORLD all reasonable costs, damages, and expenses, including reasonable attorneys' fees, expended or incurred in connection therewith.

16. 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.

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

BALDWIN COUNTY COMMISSION

_____
BILLIE JO UNDERWOOD
As Its: Chairman
Date: _____

ATTEST:

_____
WAYNE 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 BILLIE JO UNDERWOOD, as Chairman of the Baldwin County Commission, and WAYNE DYESS, as County Administrator of the Baldwin County Commission, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me and on this day that, being informed of the contents of said instrument, they, as such Chairman and County Administrator 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 _____, 2020.

_____
NOTARY PUBLIC
My Commission expires: _____

EYE HEART WORLD, INC.
PO BOX 7018
SPANISH FORT, AL 36577

_____
By: Crystal Yarbrough
As Its: Alabama Director for Eye Heart World, Inc./ Rose Center Director
Date: _____

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 Crystal Yarbrough, as Alabama Director for EYE HEART WORLD, INC./Rose Center Director, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me and on this day that, being informed of the contents of said instrument, he/she, as such Alabama Director for EYE HEART WORLD, INC./Rose Center Director, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said EYE HEART WORLD, INC.

GIVEN under my hand and seal this the _____ day of _____, 2020.

_____
NOTARY PUBLIC
My Commission expires: _____

Baldwin County Commission

Agenda Action Form

File #: 20-1507, **Version:** 1 **Item #:** BK1

Meeting Type: BCC Regular Meeting
Meeting Date: 9/15/2020
Item Status: New
From: Zach Hood, EMA Director
Submitted by: Jenni Guerry, Deputy Director

ITEM TITLE
Sale of Excess/Surplus Power Generators by the Emergency Management Agency

STAFF RECOMMENDATION
Approve the sale of ten (10) portable power generators by the Emergency Management Agency through the Clerk/Treasurer via GovDeals.com.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Emergency Management Agency (EMA) is currently evaluating on-hand equipment. There are eighteen (18) portable power generators on hand, ten (10) generators are in disrepair and would be determined as excess. The quantity of power generators currently on hand requires a considerable amount of maintenance and associated costs. In addition, ventilated storage areas for these types of equipment are limited at the EMA. Power generators located at the EMA have had minimal utilization in the last few years.

FINANCIAL IMPACT

Total cost of recommendation: Revenue

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: Finance & Accounting Department to coordinate sale of equipment. EMA Logistics to provide specific information as needed.

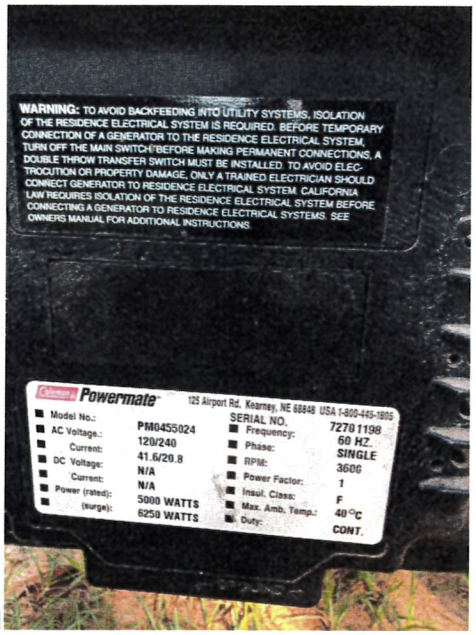
Action required (list contact persons/addresses if documents are to be mailed or emailed): N/A

Additional instructions/notes: N/A

Baldwin County EMA Excess Equipment

Brand	Model	Serial #	Horse Power	Power Output	Engine
Industrial Plus Coleman	PM0455024	72701197	10	5KW	Briggs and Stratton
Industrial Plus Coleman	PM0455024	72701198	10	5KW	Briggs and Stratton
Industrial Plus Coleman	PM0455024	72180051	10	5KW	Briggs and Stratton
Industrial Plus Coleman	PM0455024	72701199	10	5KW	Briggs and Stratton
Industrial Plus Coleman	PM0455024	727701200	10	5KW	Briggs and Stratton
Coleman Powermate	PM0535202.05	94720694	9	5KW	Briggs and Stratton
Coleman Powermate	PM0535202.05	94720689	9	5KW	Briggs and Stratton
Coleman Powermate	PM0535202.05	94720813	9	5KW	Briggs and Stratton
Coleman Powermate	PM0535202.05	93890557	9	5KW	Briggs and Stratton
Briggs and Stratton Elite	01653	1010105000	6.5	3.25 KW	Briggs and Stratton

Industrial Plus Coleman (5 Each) Label View



Industrial Plus Coleman (5 Each) Top View



Industrial Plus Coleman (5 Each) Side View



Coleman Powermate (4 Each) Top View



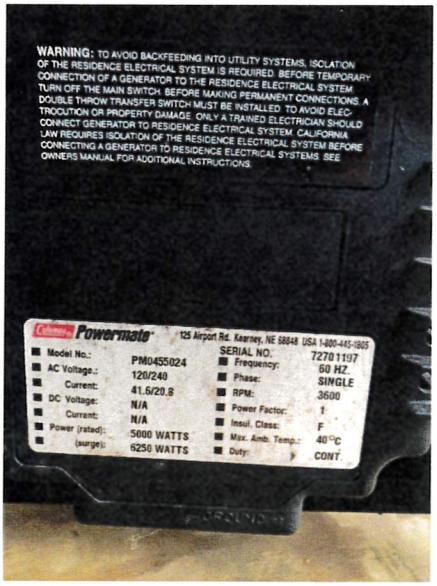
Coleman Powermate (4 Each) Side View



Coleman Powermate (4 Each) Side View



Coleman Powermate (4 Each) Label View



Briggs and Stratton Elite (1 Each) Top View



Briggs and Stratton Elite (1 Each) Side View



Baldwin County Commission

Agenda Action Form

File #: 20-1236, **Version:** 1 **Item #:** BL1

Meeting Type: BCC Regular Meeting
Meeting Date: 9/15/2020
Item Status: New
From: Terri Graham, Development and Environmental Director
Submitted by: Allison Owen, Chief Administrative Assistant

ITEM TITLE
2020 Annual Christmas Tree Recycling Program

STAFF RECOMMENDATION
Take the following actions:

1) Authorize the Baldwin County Solid Waste Department to conduct a Christmas Tree Recycling Program in 2020-2021; and

2) Authorize the Baldwin County Solid Waste Department to place information regarding the Christmas Tree Recycling Program on the County website; and

3) Authorize the Baldwin County Solid Waste Department to place roll-off waste containers at the following locations for citizens to place their discarded Christmas trees at no charge in the containers from December 26, 2020 to January 8, 2021:

Bay Minette Transfer Station
Spanish Fort Volunteer Fire Dept
MacBride Landfill
Baldwin County Central Annex - Robertsdale
Fairhope Satellite Courthouse
Magnolia Landfill
Foley Satellite Courthouse
Perdido Beach Volunteer Fire Department

BACKGROUND INFORMATION

Previous Commission action/date: October 17, 2017

Background: The Christmas Tree Recycling Program is an annual activity conducted by the Baldwin County Commission Solid Waste Department and allows the citizens of Baldwin County to dispose of Christmas trees at no charge. Citizens are asked to utilize the locations described in the staff recommendation to dispose of Christmas trees and refrain from placing their discarded Christmas trees along the roadsides with their household garbage. Christmas trees that are

collected not only conserve valuable landfill space but also contribute material to the compost program. Compost created from vegetative materials is available for sale to the citizens of Baldwin County for $25.00 per ton.

FINANCIAL IMPACT

Total cost of recommendation: No

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? 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

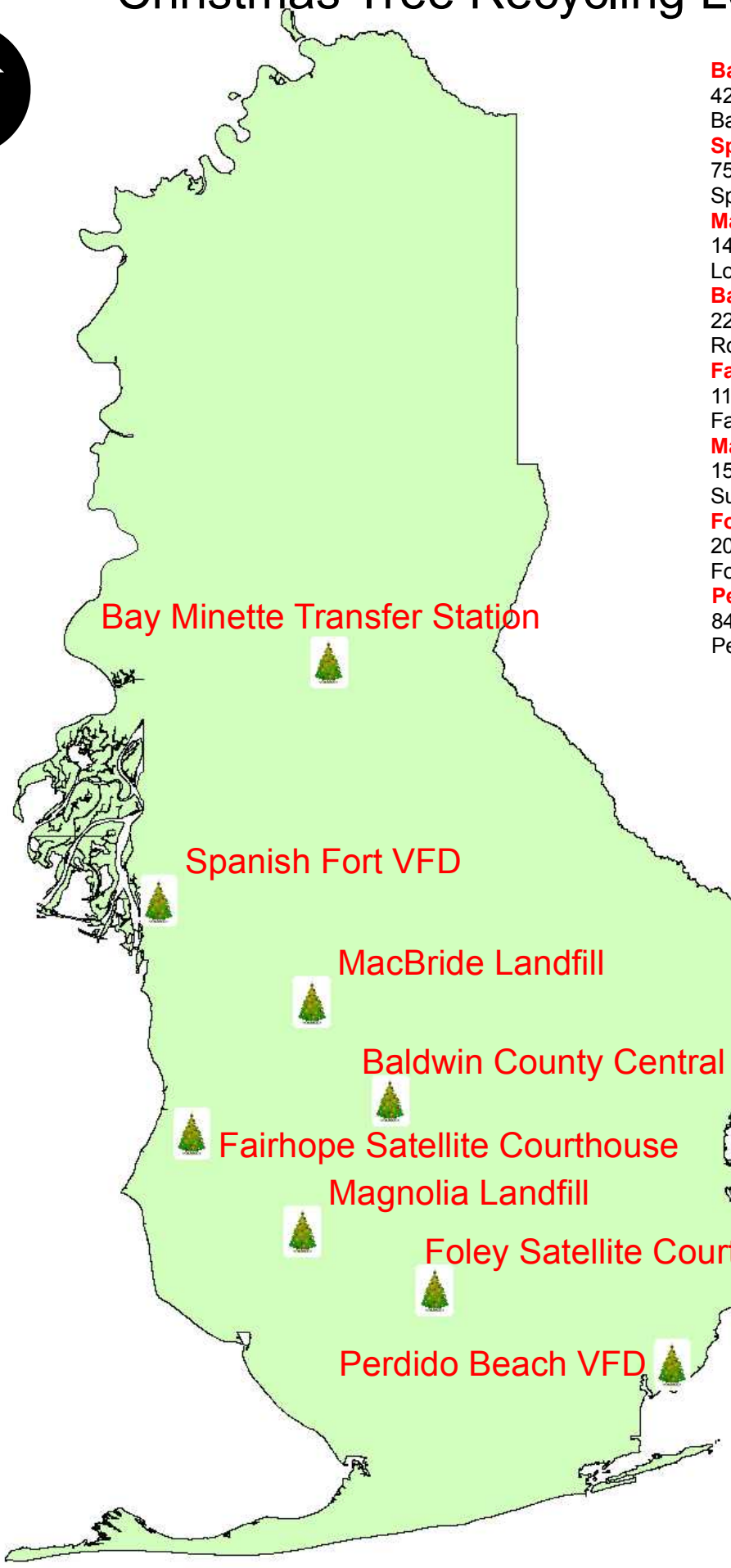
Individual(s) responsible for follow up: Allison Owens to coordinate all advertisements with Administration and other departmental staff.

Sherman Boutwell, Collections Supervisor, to coordinate roll-off containers for delivery and retrieval at recommended site locations.

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

Additional instructions/notes: N/A

Christmas Tree Recycling Locations



Bay Minette Transfer Station
42901 Nicholsville Rd.
Bay Minette, AL 36507

Spanish Fort Volunteer Fire Department
7580 Spanish Fort Blvd.
Spanish Fort, AL 36527

MacBride Landfill
14200 County Road 64
Loxley, AL 36551

Baldwin County Central Annex
22251 Palmer St.
Robertsdale, AL 36567

Fairhope Satellite Courthouse
1100 Fairhope Ave.
Fairhope, AL 36532

Magnolia Landfill
15140 County Road 49
Summerdale, AL 36580

Foley Satellite Courthouse
201 E. Section Ave.
Foley, AL 36535

Perdido Beach VFD
8450 Escambia Ave.
Perdido Beach, AL 36530

BALDWIN COUNTY COMMISSION
PLANNING AND ZONING DEPARTMENT

The information contained in this representation of digital data distributed by the Baldwin County Commission's Planning and Zoning Department is derived from a variety of public and private sources and is considered to be dependable. However, the accuracy, completeness, and currency thereof are not guaranteed. The Baldwin County Commission makes no warranties, expressed or implied, as to the accuracy, completeness, currency, reliability, or suitability of information or data contained in or generated from the County Geographic Database for any particular purpose. Additionally, the Baldwin County Commission or any agent, servant, or employee thereof assume no liability associated with the use of this data, and assume no responsibility to maintain it in any matter or form. For more information concerning this map call 251.580.1655.

Baldwin County Commission

Agenda Action Form

File #: 20-1237, **Version:** 1 **Item #:** BL2

Meeting Type: BCC Regular Meeting
Meeting Date: 9/15/2020
Item Status: New
From: Terri Graham, Development and Environmental Director
Submitted by: Allison Owens, Chief Administrative Assistant

ITEM TITLE
Baldwin County Solid Waste Department's Holiday Hours

STAFF RECOMMENDATION
Take the following actions:

1) Approve the Baldwin County Solid Waste Holiday Schedule for the Garbage Collection and Landfill Operating Hours as follows:

Landfill Holiday Schedule

Thanksgiving Holiday - Thursday, November 26, 2020
ALL LANDFILLS CLOSED

Day After Thanksgiving - Friday, November 27, 2020
OPEN - Magnolia Landfill and Bay Minette Transfer Station
CLOSED - MacBride Landfill and Eastfork Landfill

Christmas Holiday - Friday, December 25, 2020
ALL LANDFILLS CLOSED;

Saturday, December 26, 2020
OPEN - Magnolia Landfill and Bay Minette Transfer Station
CLOSED - MacBride Landfill and Eastfork Landfill

New Year's Holiday - Friday, January 1, 2021
OPEN - Magnolia Landfill and Bay Minette Transfer Station
CLOSED - MacBride Landfill and Eastfork Landfill

2) Approve the Baldwin County Solid Waste Residential Holiday Collection Schedule as listed in the table below:

Garbage Collection Holiday Schedule

Thanksgiving Holiday - Thursday, November 26, 2020
CLOSED - No garbage collection

Day After Thanksgiving - Friday, November 27, 2020
Thursday garbage routes will be picked up

Christmas Week - Monday, December 21, 2020 through Thursday, December 24, 2020
Regular Garbage Pickup

Christmas Day - Friday, December 25, 2020
CLOSED No garbage collection

New Year's Holiday - Friday, January 1, 2021
CLOSED - No garbage collection

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: N/A

FINANCIAL IMPACT

Total cost of recommendation: $20,000.00

Budget line item(s) to be used: 54100.5253

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? 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: Allison Owens, Chief Administrative Assistant, Baldwin County Solid Waste Department, to coordinate all advertisements.

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

Additional instructions/notes: N/A

The Baldwin County Solid Waste
2020 Holiday Schedule

Garbage Collection Holiday Schedule		
Holiday	**Date**	**Schedule**
Thanksgiving Holiday	Thursday, November 26, 2020	CLOSED - Garbage Collection will not run
Day After Thanksgiving	Friday, November 27, 2020	Thursday Garbage Routes will be Picked up
Christmas Week	Monday, December 21, 2020	Regular Garbage Pickup
	Tuesday, December 22, 2020	Regular Garbage Pickup
	Wednesday, December 23, 2020	Regular Garbage Pickup
	Thursday, December 24, 2020	Regular Garbage Pickup
	Friday, December 25, 2020	CLOSED – Garbage Collection will not run
New Year's Holiday	Friday, January 1, 2021	CLOSED – Garbage Collection will not run

Landfill Holiday Schedule		
Holiday	**Date**	**Schedule**
Thanksgiving Holiday	Thursday, November 26, 2020	ALL LANDFILLS ARE CLOSED
Day After Thanksgiving	Friday, November 27, 2020	OPEN - Magnolia Landfill & Bay Minette Transfer Station
		CLOSED - MacBride Landfill & Eastfork Landfill
Christmas Holiday	Friday, December 25, 2020	ALL LANDFILLS ARE CLOSED
	Saturday, December 26, 2020	OPEN - Magnolia Landfill & Bay Minette Transfer Station
		CLOSED – MacBride Landfill & Eastfork Landfill
New Year's Holiday	Friday, January 1, 2021	OPEN - Magnolia Landfill & Bay Minette Transfer Station
		CLOSED - MacBride Landfill & Eastfork Landfill

The Baldwin County Solid Waste
2020 Holiday Schedule

Garbage Collection Holiday Schedule		
Holiday	**Date**	**Schedule**
Christmas Week	Monday, December 21, 2020	Regular Garbage Pickup
	Tuesday, December 22, 2020	Regular Garbage Pickup
	Wednesday, December 23, 2020	Regular Garbage Pickup
	Thursday, December 24, 2020	Regular Garbage Pickup
	Friday, December 25, 2020	CLOSED – Garbage Collection will not run
New Year's Holiday	Friday, January 1, 2021	CLOSED – Garbage Collection will not run

Landfill Holiday Schedule		
Holiday	**Date**	**Schedule**
Christmas Holiday	Friday, December 25, 2020	ALL LANDFILLS ARE CLOSED
	Saturday, December 26, 2020	OPEN - Magnolia Landfill & Bay Minette Transfer Station
		CLOSED - MacBride Landfill & Eastfork Landfill
New Year's Holiday	Friday, January 1, 2021	OPEN - Magnolia Landfill & Bay Minette Transfer Station
		CLOSED - MacBride Landfill & Eastfork Landfill

Baldwin County Commission

Agenda Action Form

File #: 20-1557, **Version:** 1 **Item #:** BL3

Meeting Type: BCC Regular Meeting
Meeting Date: 9/15/2020
Item Status: New
From: Terri Graham, Development and Environmental Director
Suzanne Doughty, Senior Accountant
Submitted by: Suzanne Doughty, Senior Accountant

ITEM TITLE
Baldwin County Solid Waste Uncollectible Residential Accounts

STAFF RECOMMENDATION
Approve the attached uncollectible residential garbage accounts list for write-offs in the amount of $374.00.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background:
Date: 10/15/2019 - Commission approved to write off $234.00 of uncollectible residential garbage accounts.

Date: 11/19/2019 - Commission approved to write off $1,183.00 of uncollectible residential garbage accounts.

Date: 12/19/2019 - Commission approved to write off $344.00 of uncollectible residential garbage accounts.

Date: 01/21/2020 - Commission approved to write off $945.00 of uncollectible residential garbage accounts.

Date: 02/18/2020 - Commission approved to write off $428.00 of uncollectible residential garbage accounts.

Date: 03/17/2020 - Commission approved to write off $1,226.00 of uncollectible residential garbage accounts.

Date: 04/21/2020 - Commission approved to write off $364.00 of uncollectible residential garbage

accounts.

Date: 05/20/2020 - Commission approved to write off $210.00 of uncollectible residential garbage accounts.

Date: 06/16/2020 - Commission approved to write off $89.00 of uncollectible residential garbage accounts.

Date: 07/21/2020 - Commission approved to write off $499.50 of uncollectible residential garbage accounts.

Date: 08/18/2020 - Commission approved to write off $1,142.60 of uncollectible residential garbage accounts.

The accounts listed in the attached spreadsheet all have balances that are uncollectible. All accounts listed have been thoroughly reviewed by Baldwin County Solid Waste Deputy, Solid Waste Officers and/or the Senior Accountant. All accounts have undergone the following procedure as prescribed for by both State Law and County Commission resolution (where forwarding address is verifiable and within Baldwin County):

1. Notice of delinquency provided. Statement contains “Past Due” watermark.
2. If account is not brought current by the first week of the following billing month, a *Notice of Show Cause Hearing* is mailed immediately.
3. If account remains delinquent after subsequent attempts to collect, a delinquency letter is sent via the District Attorney’s office.
4. When deemed appropriate, house visits or do not pick-up service orders will be implemented.
5. If account remains delinquent after all attempts to collect (noted above) have been exhausted, the account holder, where appropriate, is referred to the District Attorney for possible criminal prosecution.

FINANCIAL IMPACT

Total cost of recommendation: $374.00

Budget line item(s) to be used: 511.14990 Allowance for uncollectible accounts

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Solid Waste Collection Administration and Finance and Accounting Department

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

Additional instructions/notes: N/A

Baldwin County Solid Waste
Residential Uncollectible Accounts
September 2020

BillToName	BillToCity	BillToState	Reason	BalanceTotal	DA Letter	Cert SC	Summons
Dortch, Calvin	Fairhope	AL	Deceased - DOD: 05/09/20	$ 38.00			
Graham, Troy	Bay Minette	AL	Unable to Locate	$ 256.00	X	X	
Miller, Lindsey	Daphne	AL	Unable to Locate	$ 80.00	X	X	
				$ 374.00			

Baldwin County Commission

Agenda Action Form

File #: 20-1540, **Version:** 1 **Item #:** BL4

Meeting Type: BCC Regular Meeting
Meeting Date: 9/15/2020
Item Status: New
From: Terri Graham, Development and Environmental Director
Susan Kilby, Customer Service Manager
Submitted by: Susan Kilby, Customer Service Manager

ITEM TITLE
Mandatory Garbage Fees - Low Income Exemption Applications Fiscal Year 2020

STAFF RECOMMENDATION
Take the following actions related to the persons who have applied to be exempt from the Baldwin County mandatory garbage fees by the Baldwin County Low Income Exemption program:

2nd Quarter Ending June 30, 2020
Approve 25 and Deny 3 Low Income Applicants

BACKGROUND INFORMATION

Previous Commission action/date: 03/17/2020

Background: The Commissioners are provided with a confidential list of applicants that have applied to be exempt from the mandatory garbage fees by the Baldwin County Low Income Exemption program. Applicants have signed an application and provided documentation to establish that their annual gross income is less than or equal to 75% of the Federal Poverty Level (FPL). "Applications are renewed every 6 months." The dollar amount forgiven of $2,400.00 is pursuant to the authorization contained in Code of Alabama 2009, Section 45-2-172, whereby the Baldwin County Commission is authorized by this section to grant an exemption from the county mandatory solid waste collection program fee for any household whose total income does not exceed 75 percent of the federal poverty level. *(Act 2000-336, p. 5343, §1.)*

1st Quarter Ending March 31, 2020
Approve 44 and Deny 6 Low Income Applicants

4th Quarter Ending December 31, 2019
Approve 39 and Deny 7 Low Income Applicants

3rd Quarter Ending September 30, 2019

Approve 48 and Deny 16 Low Income Applicants

FINANCIAL IMPACT

Total cost of recommendation: $2,400.00

Budget line item(s) to be used: 511.45411

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: Susan Kilby, Customer Service Manager

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 #: 20-1542, **Version:** 1 **Item #:** BL5

Meeting Type: BCC Regular Meeting
Meeting Date: 9/15/2020
Item Status: New
From: Terri Graham, Development and Environmental Director
Submitted by: Allison Owens, Chief Administrative Assistant

ITEM TITLE
Premises Pollution Liability Insurance Premium

STAFF RECOMMENDATION
Take the following actions:

1) Approve the Annual Premium Payment to John A. Robertson Insurance Agency for the Premises Pollution Liability Insurance for Magnolia Landfill, effective date September 15, 2020 through September 14, 2021; and

2) Authorize the Chairman to execute the corresponding documents; and

3) Authorize the Clerk/Treasurer to make an interim payment to Robertson Insurance in the amount of $27,253.66.

BACKGROUND INFORMATION

Previous Commission action/date: No

Background: The Development and Environmental Director recommends the Baldwin County Commission increase our environmental protection at Magnolia Landfill by purchasing an additional insurance policy to cover pollution and cleanup costs associated with future defense and claims that may arise at the facility.

In years past pollution liability was covered under standard commercial general liability policies. However, more recently insurance companies began excluding pollution liability under the general liability policy, making it necessary to purchase separate coverage for pollution liability. This insurance will protect our financial interests in the event a clean-up becomes necessary.

The pollution liability insurance policy is an environmental protection for the Baldwin County Commission and the Solid Waste Department in the event of an unseen risk or exposure. Environmental laws are always changing, and this will provide additional protection beyond the self-funding we currently have in place.

FINANCIAL IMPACT

Total cost of recommendation: $27,253.66

Budget line item(s) to be used: 510.54300.5275.01

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? No

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Terri Graham, Development and Environmental Director, to ensure coverage is bound;

Cian Harrison/Eva Cutsinger, Clerk Treasurer/Senior Accountant, to prepare interim check to Robertson Insurance;

Administrative Staff to mail executed documents and check to Robertson Insurance.

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

Robertson Insurance Agency, Inc.
Post Office Box 1048

Fairhope, Alabama 36533

Additional instructions/notes: N/A

CRC Group

PO Box 59689 Birmingham, AL 35259-9689 Phone: (800) 824-1709 Fax: (205) 879-3739

QUOTATION CONFIRMATION

Date: Aug 04, 2020 **Quote Expiration Date:** 8/31/20

Attn.: Robbie Robertson
Agency: John A Robertson Insurance Agency Inc
Phone #: 251-928-2163

From: Zachary Mather

We are pleased to confirm the following quotation that has been received from the carrier shown below. Please note that this quotation is based on the coverage, terms and conditions listed below, which may be different from those requested in your original submission. As you are the representative of the Insured, it is incumbent upon you to review the terms of this quotation carefully with your Insured, and reconcile any differences from the terms requested in the original submission. CRC Insurance Services, Inc. disclaims any responsibility for your failure to reconcile with the Insured any differences between the terms quoted below and those terms originally requested.

This coverage may not be bound without a fully executed brokerage agreement.

Insured Name: Baldwin County Commission **ID#** [redacted]
Carrier: Westchester Surplus Lines Insurance Company
Coverage: Premises Pollution Liability Insurance Policy - Westchester Elite Form
Effective: 9/1/2020 to 9/1/2021

Limits of Liability:
$5,000,000 Coverage A
$5,000,000 Coverage B
$5,000,000 Policy Aggregate Limit (The most the insurer will pay for the sum of damages under all Coverage Parts)

Deductible: $25,000 Each Pollution Condition, Coverage A
$25,000 Each Pollution Condition, Coverage B

Rate: Flat: Non Auditable

Retroactive Date: Policy Inception

Premium:	$24,961.00
Policy Fee	$750.00
Surplus Lines Tax:	$1,542.66
Total:	**$27,253.66**

Option to ELECT Terrorism Coverage:

TRIPRA Status:	***APPLIES***
TRIPRA Premium:	$1,249.00
Additional Taxes:	$74.94
Total including TRIPRA:	**$28,577.60**

Commission: 10% **MEP:** 25%

Broker Fees & Policy Fees are Fully Earned at Binding

Terms & Conditions:

The Insurance Carrier indicated in this quotation reserves the right, at its sole discretion, to amend or withdraw this quotation if it becomes aware of any new, corrected or updated information that is believed to be a material change and consequently would change the original underwriting decision.

CRC to File Taxes
25% Minimum Earned Premium
No Flat Cancellations
100% Minimum Annual Earned Premium

Coverage: Premises Pollution Liability Insurance Policy - Westchester Elite ? Form:
Coverage A – Cleanup Costs for New Pollution Conditions INCLUDED
Coverage B – Bodily Injury and Property Damage for New Pollution Conditions INCLUDED
Coverage C – Cleanup Costs for Pre-existing Pollution Conditions NOT INCLUDED
Coverage D – Bodily Injury and Property Damage for Pre-existing Pollution Conditions NOT INCLUDED
Coverage E – Non-Owned Location Pollution Liability NOT INCLUDED
Coverage F – Transportation Pollution Liability NOT INCLUDED
Coverage G – Contractors Pollution Liability NOT INCLUDED
Coverage H – Products Pollution Liability NOT INCLUDED

Carrier Terms:
*TRIA: Any request to reject TRIA coverage must be submitted to the underwriter prior to binding.See Attached TRIA disclosure.
*Exposure Basis: 1 Covered Location
*Location: 15140 County Road 49, Summerdale, AL 36580
*We reserve the right to rescind this quote in order to amend the terms and conditions, including premium, or decline the account based upon review of additional underwriting information.
*Please be advised that we do not review Certificates of Insurance issued by you, or by any party, relating to this policy of insurance either for content or accuracy. Accordingly, we request that you do not provide copies of certificates to us for review or for our records. Authority is granted to you for the limited purpose of issuing unmodified ACORD Certificates (ACORD 25). It is your responsibility to see that any Certificate provides an accurate representation of the coverage form and endorsements applicable to this policy at the time the Certificate is issued. Any modification of the approved ACORD forms specifically set forth above, or the issuance of a non-approved Certificate of Insurance (ACORD or other) is prohibited. Certificates of Insurance may only be issued as a matter of information. You have no authority by virtue of a Certificate or otherwise, to amend, extend or otherwise alter coverage afforded under this policy. Certificates of Insurance are never recognized as endorsements or policy change requests. You must submit a separate written request if an endorsement or policy change (including but not limited to adding additional insureds or loss payees and/or alteration of notice requirements for cancellation) is requested. In the event a policy change is requested, the underwriter will advise if the request is acceptable to the Company.

Subjectivities:
The quoted coverage is subject to the receipt and satisfactory review of the following information within thirty (30) days unless otherwise noted:
1. PRIOR TO BINDING- A currently completed, signed and dated Westchester Environmental Premises Pollution Liability application.
2. PRIOR TO BINDING- Three (3) years of currently valued GL loss runs.
3. PRIOR TO BINDING- Two (2) years of financial statements for the most recently completed fiscal years, including a Balance Sheet and an Income Statement.

This contract is registered and delivered as a surplus line coverage under the Alabama Surplus Line Insurance Law.
Philip S Hagan License #0214821.

Home State: _____Alabama_____

The Home State was determined based on the information provided in your submission and the completed Declaration of Home State form. Please ensure the correct Home State is listed. Incorrect information could result in additional or return taxes, fees, surcharges, penalties, interest, and assessments at a later date, and in addition to what is shown. Additionally, please note that this is the current tax calculation based on the Home State but there could be changes that result in additional or return tax - due at a later date - based on future enactments of surplus lines laws by any of the various states.

Endorsements:

ALL-21101 (11/06) - Trade or Economic Sanctions Endorsement
ENV-9099 (10-12) - Global Program Solutions Amendatory (Foreign Indemnity) Endorsement
ENV-9100 (01/15) - Premises Pollution Liability Insurance Policy - Elite Form
ENV-9127 (10/11) - Intended Use Endorsement
ENV-9131 (10/11) - Minimum Earned Premium Endorsement
ENV-9135 (01/19) - Odor Exclusionary Endorsement - Scheduled Locations
ENV-9137 (05/18) - Offsite Cleanup Only Endorsement - New Conditions - Scheduled Locations
ENV-9142 (06-13) - Pollution Condition Exclusion Endorsement-Bodily Injury, Property Damage and Cleanup Costs
ENV-9169 (01/15) - Catastrophe Management Coverage Endorsement
ENV-9179 (08/16) - Deductible To Self-Insured Retention Amendatory Endorsement
ENV-9183 (08/18) - Limits Of Insurance Amendatory Endorsement
SL-34255a (01/16) - Service of Suit Endorsement
TR-51520 (11/18) - Policyholder Disclosure - Notice of Terrorism Insurance Coverage
ENV-9127 (10/11) - Intended Use Endorsement - Solid Waste Landfill
ENV-9131 (10/11) - Minimum Earned Premium Endorsement - 25% minimum earned premium at inception, 100% minimum earned after 365 days
ENV-9135 (01/19) - Odor Exclusionary Endorsement - Scheduled Locations - All Covered Locations
ENV-9137 (05/18) - Offsite Cleanup Only Endorsement - New Conditions - Scheduled Locations - All Covered Locations
ENV-9142 (06-13) - Pollution Condition Exclusion Endorsement-Bodily Injury, Property Damage and Cleanup Costs - Perfluorinated Compounds (PFC) and Polyfluoroalkyl Substances (PFAS) including, but not limited to, Perfluorooctanoic acid (PFOA), Perfluorooctane sulfonate (PFOS), PFC-, PFAS-, PFOA-, and PFOS-related products and chemicals, and any of their additives or breakdown and degradation by-products.
ENV-9169 (01/15) - Catastrophe Management Coverage Endorsement - $250,000 Aggregate Catastrophe Management Costs Sublimit of Insurance (serves to reduce the Limits of Insurance shown on the Declarations page); Deductible $25,000 Catastrophe Management Costs

CRC is compensated in a variety of ways, including commissions and fees paid by insurance companies and fees paid by clients. Some insurance companies pay brokers supplemental commissions (sometimes referred to as “contingent commissions” or “incentive commissions”), which is compensation that is based on a broker's performance with that carrier. These supplemental commissions may be based on volume, profitability, retention, growth or other measures. Even if a contingent commission agreement exists with a carrier, we recognize that our responsibility is to promote the best interests of the policyholder in the selection of an insurance company. For more information on CRC's compensation, please contact your CRC broker.

Financing Insurance Premiums

Premium financing budgets insurance payments and improves liquidity for other business objectives: working capital, business growth, business expansion.

If your clients choose to pay their insurance in monthly installments, it's fast and easy with AFCO Credit Corporation, which is an affiliate of CRC, providing premium financing solutions for companies across the United States.

You can learn more about how premium financing works and how it can expand your relationship with your clients by emailing afcodirect@afco.com; or call toll-free **877-317-6437**, option 1. Additional information is available at https://www.afco.com/partners/crc.html.

Quotation confirmed by: **Zachary Mather**
zmather@crcgroup.com

Submission #: 8693729/C Baldwin County Commission

Agency Response: [ ] Yes, please bind as quoted, effective:_____
(complete and email back)

PREMIUM IS BEING FINANCED BY _____ **ACCOUNT #**_____
Name of Premium Finance Company

Signed by: _____ Date: _____

CONFIDENTIAL

Premises Pollution Liability Insurance Policy
ACE Westchester Elite℠ Form

PLEASE READ THIS POLICY CAREFULLY. SOME OF THE PROVISIONS CONTAINED IN THIS POLICY RESTRICT COVERAGE, SPECIFY WHAT IS AND IS NOT COVERED AND DESIGNATE RIGHTS AND DUTIES. DEFENSE AND CLAIMS EXPENSE IS SUBJECT TO AND WILL SERVE TO ERODE THE LIMITS OF INSURANCE AND ANY APPLICABLE DEDUCTIBLE.

Throughout this Policy, the words "the Insurer" shall refer to the company providing this insurance. Other words and phrases that appear in **bold** have special meanings and are defined in Section IV. Definitions.

In consideration of the payment of the Premium and in reliance upon all statements made in the Application, including the information furnished in connection therewith, and subject to all terms, definitions, conditions, exclusions and limitations of this Policy, the Insurer agrees to provide insurance coverage to the **insured** as described herein.

THIS POLICY PROVIDES LIABILITY COVERAGE ON A CLAIMS-MADE AND REPORTED BASIS, WHICH COVERS ONLY CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND REPORTED TO THE INSURER, IN WRITING, DURING THE POLICY PERIOD OR WITHIN THIRTY DAYS THEREAFTER, UNLESS AN EXTENDED REPORTING PERIOD APPLIES. THIS POLICY ALSO PROVIDES FIRST-PARTY CLEANUP COSTS ON A DISCOVERED AND REPORTED BASIS, WHICH COVERS ONLY POLLUTION CONDITIONS FIRST DISCOVERED DURING THE POLICY PERIOD AND REPORTED TO THE INSURER, IN WRITING, DURING THE POLICY PERIOD OR WITHIN THIRTY DAYS THEREAFTER.

I. INSURING AGREEMENTS

The following coverages apply only if scheduled on the Declarations of this Policy. The Insurer agrees to pay on behalf of the **insured** for **loss** and **defense and claims expense**, in excess of the deductible, resulting from:

COVERAGE A – Cleanup Costs for New Pollution Conditions

A. **Cleanup costs** arising out of a **pollution condition** on, at, under or migrating from or onto a **covered location**, provided that the **pollution condition** first commences on or after the **retroactive date** and before the end of the **policy period**; and

1) The **pollution condition** is first discovered by a **responsible insured** during the **policy period** and reported to the Insurer, in writing, during the **policy period** or within thirty (30) days after the expiration of the **policy period**, in accordance with Section VII. Duties In The Event Of A Pollution Condition, Loss Or Claim; or

2) The **claim** is first made during the **policy period** and reported to the Insurer, in writing, during the **policy period** or within thirty (30) days after the expiration of the **policy period**, or during any applicable extended reporting period, in accordance with Section VII. Duties In The Event Of A Pollution Condition, Loss Or Claim.

COVERAGE B – Bodily Injury and Property Damage for New Pollution Conditions

B. **Bodily injury** and **property damage** that the **insured** becomes legally obligated to pay as a result of a **claim** arising from a **pollution condition** on, at, under or migrating from or onto a **covered location**, provided that:

1) The **pollution condition** first commences on or after the **retroactive date** and before the end of the **policy period**; and

2) The **claim** is first made during the **policy period** and reported to the Insurer, in writing, during the **policy period** or within thirty (30) days after the expiration of the **policy period**, or during any applicable extended reporting period, in accordance with Section VII. Duties In The Event Of A Pollution Condition, Loss Or Claim.

COVERAGE C – Cleanup Costs for Pre-Existing Pollution Conditions

C. **Cleanup costs** arising out of a **pollution condition** on, at, under or migrating from or onto a **covered location**, provided that the **pollution condition** first commences in whole or part prior to the **retroactive date**; and

1) The **pollution condition** is first discovered by a **responsible insured** during the **policy period** and reported to the Insurer, in writing, during the **policy period** or within thirty days after the expiration of the **policy period**, in accordance with Section VII. Duties In The Event Of A Pollution Condition, Loss Or Claim; or

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2) The **claim** is first made and reported to the Insurer, in writing, during the **policy period** or within thirty (30) days after the expiration of the **policy period**, or during any applicable extended reporting period, in accordance with Section VII. Duties In The Event Of A Pollution Condition, Loss Or Claim.

COVERAGE D – Bodily Injury and Property Damage for Pre-Existing Pollution Conditions

D. **Bodily injury** and **property damage** that the **insured** becomes legally obligated to pay as a result of a **claim** arising from a **pollution condition** on, at, under or migrating from or onto a **covered location**, provided that:

1) The **pollution condition** first commences in whole or part prior to the **retroactive date**; and

2) The **claim** is first made and reported to the Insurer, in writing, during the **policy period** or within thirty (30) days after the expiration of the **policy period**, or during any applicable extended reporting period, in accordance with Section VII. Duties In The Event Of A Pollution Condition, Loss Or Claim.

COVERAGE E – Non-Owned Location Pollution Liability

E. **Bodily injury**, **property damage** and **cleanup costs** that the **insured** becomes legally obligated to pay as a result of a **claim** arising from a **pollution condition** on, at, under or migrating from a **non-owned location**, provided that the **claim** is first made during the **policy period** and reported to the Insurer, in writing, during the **policy period** or within thirty (30) days after the expiration of the **policy period**, or during any applicable extended reporting period, in accordance with Section VII. Duties In The Event Of A Pollution Condition, Loss Or Claim; and

1) For locations listed specifically in a Schedule of Non-Owned Locations attached to this Policy, the **pollution condition** first commences on or after the **retroactive date** shown in the Schedule of Non-Owned Locations and before the end of the **policy period**; or

2) For locations where waste generated from a **covered location** or a **job location** is sent for treatment, storage, processing, recycling or disposal, the **pollution condition** first commences on or after the **retroactive date** shown on the Declarations.

COVERAGE F – Transportation Pollution Liability

F. **Bodily injury**, **property damage** and **cleanup costs** that the **insured** becomes legally obligated to pay as a result of a **claim** arising from a **pollution condition** that takes place in the **coverage territory** and is caused during the course of **transportation**, including loading and unloading, provided that:

1) The **pollution condition** first commences on or after the **retroactive date** and before the end of the **policy period**; and

2) The **claim** is first made during the **policy period** and reported to the Insurer, in writing, during the **policy period** or within thirty (30) days after the end of the **policy period**, or during any applicable extended reporting period, in accordance with Section VII. Duties In The Event Of A Pollution Condition, Loss Or Claim.

COVERAGE G – Contractors Pollution Liability

G. **Bodily injury**, **property damage** and **cleanup costs** caused by the **insured's work** that the **insured** becomes legally obligated to pay as a result of a **claim** arising from a **pollution condition**, provided that:

1) The **insured's work** occurred on or after the **retroactive date** and before the end of the **policy period**; and

2) The **claim** is first made and reported to the Insurer, in writing, during the **policy period** or within thirty (30) days after the expiration of the **policy period**, or during any applicable extended reporting period, in accordance with Section VII. Duties In The Event Of A Pollution Condition, Loss Or Claim.

COVERAGE H – Product Pollution Liability

H. **Bodily injury**, **property damage** and **cleanup costs** that the **insured** becomes legally obligated to pay as a result of a **claim** arising from a **pollution condition** that takes place in the **coverage territory** and is caused by the **insured's product**, provided that:

1) The **pollution condition** first commences on or after the **retroactive date** and before the end of the **policy period**; and

2) The **pollution condition** occurs at or from any premises, site or location that at no time was ever owned or occupied by, rented or loaned to any **insured**; and

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3) The **pollution condition** occurs after the **insured** has relinquished physical possession of the **insured's product** to others; and

4) The **claim** is first made during the **policy period** and reported to the Insurer, in writing, during the **policy period** or within thirty (30) days after the expiration of the **policy period**, or during any applicable extended reporting period, in accordance with Section VII. Duties In The Event Of A Pollution Condition, Loss Or Claim.

II. LIMITS OF INSURANCE AND DEDUCTIBLE

A. Limits of Insurance

1) The Limits of Insurance shown on the Declarations, or as amended by endorsement, and the rules below fix the most the Insurer will pay regardless of the number of **insureds**, **claims**, **pollution conditions**, **emergency response expense** or persons or organizations making **claims**.

2) The applicable Each Pollution Condition Limit stated on the Declarations is the most the Insurer will pay for applicable **claims**, **losses**, **emergency response expense** and **defense and claims expense** afforded by this Policy arising from the same, related, or continuous **pollution condition**. The most the Insurer will pay with respect to any **pollution condition** that continues during the policy period(s) of more than one Pollution Liability Policy is the Each Pollution Condition Limit shown on the Declarations applicable to the first policy period during which the **pollution condition** commenced.

3) The Policy Aggregate Limit stated on the Declarations is the most the Insurer will pay for the sum of damages under all Coverage Parts for applicable **claims**, **losses**, **emergency response expense** and **defense and claims expense** afforded by this Policy.

4) Subject to Paragraphs 1) through 3) above, if a **claim** from the same, related, or continuous **pollution condition** results in coverage being triggered under more than one purchased coverage in Section I. Insuring Agreements, the most the Insurer will pay for **loss** and **defense and claims expense** arising from the same, related, or continuous **pollution condition** is the highest Each Pollution Condition Limit stated on the Declarations for purchased Coverage Parts applicable to the **loss**.

5) The Limits of Insurance apply to the **policy period** shown on the Declarations or as amended by endorsement.

B. Deductible

1) Subject to the provisions of Subsection A. Limits of Insurance above, the Insurer will pay for applicable **claims**, **losses**, **emergency response expense** and/or **defense and claims expense** that exceed the applicable deductible amount set forth on the Declarations or as amended by endorsement. The Limits of Insurance apply in excess of the deductible.

2) The deductible amount is the obligation of the **named insured** and applies once to **claims**, **losses, emergency response expense** and **defense and claims expense** arising from the same, related or continuous **pollution condition(s)**. If the same, related or continuous **pollution condition** results in coverage being triggered under more than one purchased coverage in Section I. Insuring Agreements, then only the highest deductible amount stated on the Declarations for purchased Coverage Parts applicable to the **pollution condition** will apply.

3) The Insurer, at its sole election and option, may either:

a. Pay any part of the deductible amount to effect settlement or expense of any **claim**, and upon notification of the action taken, the **insured** shall promptly reimburse the Insurer for such part of the deductible amount that has been paid by the Insurer; or

b. Simultaneously upon receipt of notice of any **claim** or at any time thereafter, call upon the **insured** to pay or deposit with the Insurer all or any part of the deductible amount, to be held and applied by the Insurer at its sole discretion.

4) The Insurer has the right, but not the obligation, to make any payments associated with **cleanup costs**, a **claim**, **emergency response expense** and/or **defense and claims expense** within the amount of the applicable deductible if the Insurer, in its discretion, deems it advisable to do so. If the Insurer exercises this right, the **insured** must promptly upon request, but in no event later than thirty (30) days after such request, reimburse the Insurer for any payments made by the Insurer within the amount of the applicable deductible.

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5) If a **claim** has not entered into litigation, and the Insurer and the **named insured** mutually agree to **mediation** as a means to settle a **claim** made against the **insured**, and if such **claim** is settled as a direct result of and during the **mediation**, the applicable deductible stated on the Declarations or applicable endorsement(s) shall be waived up to a maximum of $25,000. When this occurs, the Insurer will reimburse the **named insured** as soon as practicable up to a maximum of $25,000 for any qualifying deductible amount that was already paid by the **named insured** prior to the mediation.

III. DEFENSE AND SETTLEMENT

1) The Insurer may, at its discretion, investigate any **loss** and settle any **claim**.

2) The Insurer will have the right and the duty to defend the **insured** against a **claim** brought in the **coverage territory** to which this insurance applies. However, such duty to defend ends once the Limits of Insurance as shown on the Declarations, or amended by endorsement, are exhausted or are tendered into a court of competent jurisdiction, or once the **insured** refuses a settlement offer as provided in Paragraph 7), below.

3) The Insurer shall have no duty to defend the **insured** against any **claim** to which this insurance does not apply.

4) The Insurer has the right to select legal counsel to represent the **insured** for the investigation, adjustment and defense of any **claim** covered under this Policy. However, **defense and claims expense** incurred prior to the selection of legal counsel by the Insurer shall not be covered under this Policy and cannot be applied against any deductible.

5) **Defense and claims expense** is subject to and will erode the applicable Limits of Insurance and any applicable deductible. In addition, **defense and claims expense** is included within any applicable deductible stated on the Declarations to this Policy.

6) All duties of the Insurer under this Policy, including the duty to defend, end when the applicable Limits of Insurance are exhausted or are tendered into a court of competent jurisdiction, or once the **insured** refuses a settlement offer as provided in Paragraph 7), below.

7) The Insurer will present all settlement offers to the **insured**. The Insurer will not settle without the consent of the **insured.** If the Insurer recommends a settlement which is acceptable to a claimant, which exceeds any applicable deductible, is within the Limits of Insurance, and the **insured** refuses to consent to such settlement offer, the Insurer's duty to defend shall end. The Insurer's liability for **claim(s)** shall not exceed the amount for which the **claim** could have been settled if the recommendation made by the Insurer had been accepted, exclusive of the deductible.

IV. DEFINITIONS

1) **Automobile** means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment.

2) **Bodily injury** means:

a. Physical injury, illness or disease sustained by any person, including death resulting therefrom, and any prospective medical monitoring costs that are intended to confirm any such physical injury, illness or disease; and

b. Mental anguish, emotional distress or shock.

3) **Claim** means any written demand or request for defense, request for indemnity or other legal proceeding against any **insured**.

4) **Cleanup costs** mean reasonable and necessary expenses incurred in the investigation, removal, containment, treatment, response, disposal, remediation, detoxification or neutralization of any **pollution condition**, including associated evaluation, monitoring and testing:

a. To the extent required by applicable **environmental laws**; or

b. In the absence of any applicable **environmental laws**, to the extent recommended in writing by an **environmental consultant**.

Cleanup costs also include **replacement costs**.

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5) **Conveyance** means **automobile**, aircraft, watercraft, train or railcar, and equipment designed for use off public roads which is intended to be used primarily for the movement of cargo.

6) **Coverage territory** means:

   a. The United States of America, its territories and possessions, and Puerto; and

   b. International waters or airspace, but only if **bodily injury** or **property damage** occurs in the course of travel or **transportation** between any places included in Subparagraph a. above.

7) **Covered location** means any location(s) in the **coverage territory** that is specifically listed on the Declarations or by endorsement.

8) **Defense and claims expense** means reasonable costs incurred in the investigation, adjustment or defense of **claims**. Such costs include, but are not limited to, costs of appeal, premium on appeal bonds or bonds to release attachments. However, the Insurer will have no duty to procure such bonds.

9) **Emergency response expense** means reasonable **cleanup costs** incurred by the **insured** to abate and/or respond to an imminent and substantial threat to human health or the environment arising from a **pollution condition**. Such reasonable **cleanup costs** must be incurred within seven (7) days of the discovery of a **pollution condition** by an **insured**.

10) **Environmental consultant** means a person approved by the Insurer in writing who is duly certified and licensed in a recognized field of environmental science as required by an applicable state or provincial board, a professional association, or both, and fulfills certain minimum qualifications and maintains errors and omissions insurance. The Insurer shall consult with the **insured** in conjunction with the selection of the **environmental consultant**.

11) **Environmental laws** mean any federal, state, provincial, municipal or other local laws, statutes, ordinances, regulations, and all amendments thereto, including state voluntary cleanup or risk-based corrective action guidance, governing the liability of the **insured** with respect to a **pollution condition**.

12) **Illicit abandonment** means the intentional placement, abandonment or disposal by a person or entity other than the **insured** and without the knowledge of a **responsible insured** of materials that would result in **cleanup costs** if such materials were to discharge, disperse, release or escape on, in, into or upon a **covered location**.

13) **Insured** means the **named insured**, any additional **insured** specifically endorsed onto this Policy, and any past or present director, officer, partner, employee, temporary or leased worker of the **named insured** while acting within the scope of his or her duties as such. With respect to a limited liability company or a trust, **insured** also means any member or trustee while acting within the scope of his or her duties as such.

14) **Insured contract** means:

   a. A sidetrack agreement; or

   b. Any easement or license agreement; or

   c. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality; or

   d. An elevator maintenance agreement; or

   e. That part of any other contract or agreement pertaining to the **insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **insured** assumes the tort liability of another party to pay for **bodily injury**, **property damage** or **cleanup costs** to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

   Subparagraph e. does not include that part of any contract or agreement:

   1. That indemnifies an architect, engineer, or surveyor for **bodily injury**, **property damage** or **cleanup costs** arising out of:

      a) Preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys field orders, change orders or drawings and specifications; or

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b) Giving directions or instructions, or failing to give them, if that is the primary cause of the **bodily injury**, **property damage** or **cleanup costs**; or

2. Under which the **insured**, if an architect, engineer, or surveyor, assumes liability for **bodily injury**, **property damage**, or **cleanup costs** arising out of the **insured's** rendering or failure to render professional services, including those listed in Subparagraph. e.1. above and supervisory, inspection, architectural or engineering activities.

15) Insured's product means:

a. Any goods or products, other than real property, that are manufactured, sold, handled, distributed, altered or repaired by the **insured** or by others trading under the name of the **insured**.

b. Containers (other than a **conveyance**), materials, parts or equipment furnished in connection with such goods or products in 15a. above.

The **insured's product** includes:

a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of the **insured's product**; and

b. The providing or failure to provide warnings or instructions.

16) Insured's work means:

a. work or operations performed for a third party by the **insured** or on the **insured's** behalf at a **job location**; and

b. Materials, parts or equipment furnished in connection with such work or operations.

The **insured's work** includes:

a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of the **insured's work**; and

b. The providing or failure to provide warnings or instructions.

17) Job location means a location in the **coverage territory** where the **insured's work** is performed; however, **job location** does not include:

a. A **covered location**; or

b. A **non-owned location**; or

c. Any location owned or leased by an **insured**, except those locations that the **insured** temporarily rents, leases, or uses solely to house materials, parts or equipment furnished in connection with the **insured's work** during the duration of the **insured's work** performed for a specific job or project.

18) Loss means:

a. Monetary awards or settlements of compensatory damages arising out of **bodily injury** or **property damage**;

b. Cleanup costs;

19) Mediation means the non-binding intervention of a neutral third-party to effect resolution of a **claim**.

20) Mold means mildew, fungus or **mold**; including mycotoxins, spores or byproducts produced or released by fungi.

21) Named insured means the person or entity shown on the Declarations or by endorsement.

22) Natural resource damages means damages for, injury to, or destruction of, including the resulting loss of value of, fish, wildlife, biota, land, air, water, groundwater, drinking water supplies and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States (including the resources of the fishery conservation zone established by the Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 et. seq.)), any state or local government, any foreign government, or any Native American Indian Tribe, or, if such resources are subject to a trust restriction on alienation, any members of any Native American Tribe.

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23) Non-owned location means:

a. A location in the **coverage territory** that is neither owned nor operated by the **insured**, or any related entity, and that is listed on a Schedule of Non-Owned Locations attached to this Policy; or

b. A location in the **coverage territory** where waste generated from a **covered location** or a **job location** is sent for treatment, storage, processing, recycling or disposal provided that:

1. The location was not at any time owned, operated, leased or maintained by the **insured** or any related entity; and

2. The location was not owned or operated by a bankrupt or financially insolvent entity at the time the material or waste was transferred to the location; and

3. The location was permitted and/or licensed by the applicable federal, state, provincial or municipal authorities at the time the material or waste was transferred to the location; and

4. The location was not listed on the proposed or final Federal National Priorities List or Superfund database, or any state, provincial and/or municipal equivalent of the National Priorities List or Superfund database, at or prior to the time the material or waste is transferred to the location.

24) Policy period means the period shown on the Declarations, or any shorter period resulting from the cancellation or termination of this Policy, or any other period as amended by endorsement.

25) Pollution condition means the discharge, dispersal, release, escape, migration, seepage or **illicit abandonment** of any solid, liquid, gaseous or thermal irritant including smoke, soot, vapors, fumes, acids, alkalis, toxic chemicals, hazardous substances, hazardous materials, low level radiological waste, mixed waste or waste materials, including medical, infectious or pathological wastes, on, in, into or upon land and structures thereupon, the atmosphere, surface water or groundwater, provided such conditions are not naturally present in the environment in the concentrations or amounts discovered. **Pollution condition** also includes:

a. Electromagnetic fields, **mold** and bacteria, including *legionella pneumophila*; and

b. The discharge, dispersal, release or escape of silt or sedimentation that originated at and migrated from a **job location** or a **covered location**.

26) Products-completed operations pollution hazard includes **bodily injury**, **property damage** and **clean-up costs** occurring at or from any premises, site or location that at no time was ever owned or occupied by, rented or loaned to any **insured** and caused by a **pollution condition** arising out of the **insured's work** or the **insured's product** except:

a. Products that are still in the physical possession of the **insured**; or

b. Work that has not yet been completed or abandoned. However, the **insured's work** will be deemed to be completed at the earliest of the following times:

1. When all of the work called for in the **insured's** contract has been completed; or

2. When all of the work to be done at the **job location** has been completed if the **insured's** contract calls for work at more than one **job location**; or

3. When that part of the work done at a **job location** has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

Products-completed operations pollution hazard does not include **bodily injury**, **property damage** and **clean-up costs** arising out of **transportation**.

27) Property damage means:

a. Physical injury to tangible property of parties other than the **insured**, including resulting loss of use of that property; or

b. Loss of use of tangible property of parties other than the **insured** that is not physically injured; or

c. Diminished value of tangible property of parties other than the **insured**; or

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d. Natural resource damages.

Property damage does not include **cleanup costs**.

28) Replacement costs mean those reasonable expenses necessarily incurred by the **insured** to repair or replace real property or physical improvements to such real property that were made prior to the **pollution condition** and damaged during the course of responding to the **pollution condition**. **Replacement costs** do not include costs associated with improvements or betterments, except to the extent that such betterments or improvements are exclusively associated with the use of building materials which are environmentally superior to those materials which comprised the original damaged property. Any such environmentally superior material must be: **a)** certified as such by an applicable independent certifying institution, where such certification is available; or **b)** in the absence of any such certification, based solely on the judgment of the Insurer and at its sole discretion.

29) Responsible insured means any employee of an **insured** responsible for environmental affairs, control or compliance, or any officer, director, partner, branch manager, operations manager or project manager of an **insured**.

30) Retroactive date means the retroactive date applicable to each specific Coverage Part as set forth on the Declarations, or any applicable endorsements.

31) Third party carrier means any person or entity other than the **insured** that is in the business of **transportation** for hire and is engaged by or on behalf of the **insured**.

32) Transportation means the movement of goods, products, merchandise, supplies or waste in a **conveyance** beyond the boundaries of a **covered location**, **job location**, or a **non-owned location** by the **insured** or a **third party carrier** until such time as the goods, products, merchandise, supplies or waste arrives at the boundaries of its final destination, provided that the **insured** or **third party carrier** is properly licensed to conduct transportation activities.

33) Underground storage tank means any tank which has more than 10% of its volume below ground, and associated piping and appurtenances connected thereto. **Underground storage tank** does not include a flow-through process tank including but not limited to; septic tank, sump pump or oil/water separator, stormwater or wastewater collection/treatment vessel or system, or any tank that is located on or above the floor of a basement of a building or on or above the floor of any shaft or tunnel.

V. EXCLUSIONS

A. EXCLUSIONS APPLICABLE TO ALL COVERAGES UNLESS OTHERWISE NOTED

This insurance does not apply to any **claim**, **loss**, **emergency response expense** or **defense and claims expense,** arising out of or related to:

1) Asbestos

a. **Bodily injury**, **property damage** or **cleanup costs** at any time arising out of the manufacture of, mining of, sale or distribution of, or installation of asbestos products, asbestos fibers or asbestos dust, or to any obligation of the **insured** to indemnify any party because of damages arising out of such **bodily injury**, **property damage** or **cleanup costs** at any time as a result of the manufacture of, mining of, sale or distribution of, or installation of asbestos products, asbestos fibers or asbestos dust.

Furthermore, the Insurer shall not be obligated to defend any claim or suit against any **insured** alleging **bodily injury**, **property damage** or **cleanup costs** resulting from or contributed to, by any and all manufacture of, mining of, sale or distribution of, or installation of asbestos products, asbestos fibers or asbestos dust.

For purposes of this exclusion, **bodily injury** shall also include disability, disease, occupational disease and sickness.

b. Asbestos and asbestos-containing materials in, on, migrating from or applied to any **covered location** or **non-owned location**; however, this exclusion does not apply to **cleanup costs** arising out of or related to asbestos or asbestos-containing materials in soil or groundwater.

2) Contractual Liability

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Liability of others assumed by the **insured** through contract or agreement. This exclusion shall not apply to liability for damages:

a. That would have otherwise attached to the **insured** in the absence of such contract or agreement; or

b. Assumed in a contract specifically listed in any Schedule of Insured Contracts attached to this Policy, provided that the **bodily injury**, **property damage** or **cleanup costs** occurs subsequent to the execution of the contract.

This exclusion does not apply to coverage provided under Section I., Insuring Agreements, Coverage F. Transportation Pollution Liability, Coverage G. Contractors Pollution Liability, and Coverage H. Product Pollution Liability.

3) Divested Property – New Pollution Conditions

A **pollution condition** on, at, under or migrating from or onto a **covered location** where the actual discharge, dispersal, release, escape, migration or seepage began subsequent to the time that such **covered location** is sold, given away, abandoned or condemned.

4) Employers Liability

Bodily injury to:

a. An **insured** or its parent, subsidiary or affiliate:

1. Arising out of and in the course of employment by the **insured** or its parent, subsidiary or affiliate; or

2. Performing duties related to the conduct of the **named insured's** business.

b. The spouse, child, parent, brother or sister of such **insured** or its parent, subsidiary or affiliate as a consequence of Subparagraph a. above.

This exclusion applies:

a. Whether the **insured** may be liable as an employer or in any other capacity; and

b. To any obligation to share damages with or repay someone else who must pay damages because of such **bodily injury**.

However, for the purposes of Section I. Insuring Agreements, Coverage G – Contractors Pollution Liability, this exclusion does not apply to liability assumed by the **insured** under an **insured contract**.

5) Expected or Intended Loss

Bodily injury, **property damage** or **cleanup costs** expected or intended from the standpoint of a **responsible insured**.

6) Fines, Penalties, and Injunctive Relief

a. Criminal fines, criminal penalties or criminal assessments; or

b. Any **claim** seeking injunctive relief; or

c. Punitive, exemplary or multiple damages, unless insurable by law; or

d. Civil fines, penalties and assessments, unless insurable by law.

7) Insured's Internal Expenses

Expenses incurred by the **insured** for services performed by the salaried staff and employees of the **insured**. However, this exclusion shall not apply to **emergency response expense**.

8) Intentional Non-Compliance

The intentional disregard of or knowing, willful or deliberate non-compliance with any law, statute, regulation, administrative complaint, notice of violation, notice letter, instruction of any governmental agency or body or executive, judicial or administrative order by any **responsible insured**.

9) Known Conditions

A **pollution condition** in existence prior to the **policy period** and known to a **responsible insured** and not specifically listed on any Schedule of Known Conditions attached to this Policy.

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10) Lead-based Paint

Lead-based paint in, on, migrating from, or applied to any **covered location** or **non-owned location**; however, this exclusion does not apply to **cleanup costs** arising out of or related to lead-based paint in soil or groundwater.

11) Nuclear Hazard

The radioactive, toxic, hazardous or explosive properties of source material, special nuclear material and by-product nuclear material, as those terms are defined in the Atomic Energy Act of 1954 and any amendments thereof, and for which the United States Department of Energy or any other government authority has indemnified the **insured**; or for which the Price Anderson Act provides protection for the **insured**.

12) Other Named Insureds

Any **named insured** against any other **named insured**.

13) Product Liability and Completed Operations

a. A **pollution condition** arising out of the **insured's product** or any part of it and included in the **products-completed operations pollution hazard**. However, this exclusion does not apply to coverage provided under Section I., Insuring Agreements, Coverage H. Product Pollution Liability.

b. A **pollution condition** arising out of the **insured's work** or any part of it and included in the **products-completed operations pollution hazard**. However, this exclusion does not apply to coverage provided under Section I., Insuring Agreements, Coverage G. Contractors Pollution Liability.

14) Underground Storage Tanks

A **pollution condition** emanating from an **underground storage tank** at a **covered location** or a **non-owned location**:

a. The presence of which was known to a **responsible insured** prior to the **policy period**; and

b. Which is not listed in any Schedule of Covered Underground Storage Tanks attached to this Policy.

However, this exclusion does not apply to an **underground storage tank** at a **covered location** or a **non-owned location** that has been abandoned in place in accordance with **environmental laws** or removed in accordance with **environmental laws** prior to the **policy period**.

15) Vehicles

a. A **pollution condition** resulting from the use, maintenance or operation, including loading or unloading, of a **conveyance** beyond the boundaries of a **covered location** or a **job location** where the **insured's work** is being performed. However, this exclusion does not apply to coverage provided under Section I., Insuring Agreements, Coverage F. Transportation Pollution Liability; or

b. A **claim** made by, on behalf of or pursuant to any subrogated interest of a **third party carrier** for **bodily injury**, **property damage** or **cleanup costs**. However, this exclusion shall not apply to a **claim** for **property damage** arising from the **insured's** negligence.

16) War

Any consequence, whether direct or indirect, of war, invasion, act of foreign enemy, terrorism, civil war, rebellion, revolution, insurrection or military or usurped power.

17) Workers' Compensation

Any obligation of any **insured** under any workers compensation, disability benefits or unemployment compensation law or any similar law.

B. ADDITIONAL EXCLUSIONS APPLICABLE TO COVERAGE E – NON-OWNED LOCATION POLLUTION LIABILITY

Solely with respect to Section I. Insuring Agreements, Coverage E, Paragraph 2), this insurance does not apply to any **claim**, **loss**, **emergency response expense** or **defense and claims expense**, arising out of or related to:

1) Owners, Operators and Contractors

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Bodily injury or **property damage** as a result of a **claim** against an **insured** by an owner, operator or contractor, or their employees at a **non-owned location**. However, this exclusion shall not apply to a **claim** arising from the **insured's** negligence.

C. ADDITIONAL EXCLUSIONS APPLICABLE TO COVERAGE G – CONTRACTORS POLLUTION LIABILITY

This insurance does not apply to any **claim**, **loss**, **emergency response expense** or **defense and claims expense**, arising out of or related to:

1) Damage to Insured's Work

Property damage to the **insured's work** arising out of it or any part of it and included in the **products-completed operations pollution hazard.**

This exclusion does not apply:

a. To **replacement costs**; or

b. If the damaged work or work out of which the damage arises was performed on behalf of the **insured** by a subcontractor.

2) Intentional Acts

Any acts which are based upon or otherwise attributed to a **responsible insured's**:

a. Dishonest, intentional, fraudulent, malicious, willful, deliberate or knowingly wrongful act; or

b. Dishonest, intentional, fraudulent, malicious, willful or deliberate non-compliance with any statute, regulation, ordinance, administrative complaint, notice of violation, notice letter, executive order or instruction of any governmental agency or body prior to or after inception of the Policy.

3) Professional Liability

a. Arising from or in any way related to the rendering of or failure to render professional services including but not limited to:Those architectural, engineering, consulting, project management or construction management services that are performed by the **insured** or any contractor or subcontractor working on the **insured's** behalf; and

b. The making of recommendations for the site selection, **transportation**, disposal or treatment of a **pollution condition** by the **insured** or any subcontractor or subcontractor working on the **insured's** behalf.

This exclusion does not apply to damaged work or the work out of which the damage arises due to improper supervision or lack of supervision of a subcontractor by the **insured**.

D. ADDITIONAL EXCLUSIONS APPLICABLE TO COVERAGE H – PRODUCT POLLUTION LIABILITY

This insurance does not apply to any **claim**, **loss**, **emergency response expense** or **defense and claims expense**, arising out of or related to:

1) Damage to Insured's Product

Property damage to the **insured's product** arising out of it or any part of it and included in the **products-completed operations pollution hazard**.

2) Lead

a. Bodily injury, **property damage** or **cleanup costs** arising out of or involving lead, paint containing lead or any other product containing lead; or

b. Any fees, costs or expenses of any nature whatsoever in the investigation or defense of any **claim** arising out of or involving lead, paint containing lead or any other product containing lead.

3) Recalled Products

The loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of the **insured's product** if such product is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition.

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E. ADDITIONAL EXCLUSIONS APPLICABLE TO COVERAGE F – TRANSPORTATION POLLUTION LIABILITY , COVERAGE G – CONTRACTORS POLLUTION LIABILITY, AND COVERAGE H – PRODUCT POLLUTION LIABILITY

This insurance does not apply to any **claim**, **loss**, **emergency response expense** or **defense and claims expense**, arising out of or related to:

1) Contractual Liability

Liability of others assumed by the **insured** through contract or agreement. This exclusion shall not apply to liability for damages:

a. That would have otherwise attached to the **insured** in the absence of such contract or agreement; or

b. Assumed in a contract or agreement that is an **insured contract**, provided the **bodily injury**, **property damage** or **cleanup costs** occur subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an **insured contract**, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than the **insured** are deemed to be damages because of **bodily injury**, **property damage** or **cleanup costs** provided:

1. Liability to such party for, or for the cost of, that party's defense has also been assumed in the same **insured contract**; and

2. Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

VI. GENERAL CONDITIONS

A. CONDITIONS APPLICABLE TO ALL COVERAGES UNLESS OTHERWISE NOTED

1) Bankruptcy

Bankruptcy or insolvency of the **insured** or of the **insured's** estate will not relieve the Insurer of its obligations under this Policy.

2) Cancellation

a. This Policy may be cancelled by the **named insured** by mailing to the Insurer, or through the **insured's** agent, written notice stating when such cancellation shall be effective.

b. This Policy may be cancelled by the Insurer by mailing to the **named insured** at the **named insured's** last known address, written notice stating such cancellation shall be effective ten (10) days thereafter for the following reasons:

1. Non-payment of premium; or

2. Fraud or material misrepresentation on the part of a **responsible insured**.

The mailing of notice shall be sufficient proof of notice. The effective date and hour of cancellation stated in the notice shall be the end of the **policy period**.

c. This Policy may be cancelled by the Insurer by mailing to the **named insured** at the **named insured's** last known address, written notice stating such cancellation shall be effective not less than ninety (90) days thereafter. The mailing of notice shall be sufficient proof of notice. The effective date and hour of cancellation stated in the notice shall be the end of the **policy period**.

3) Changes and Assignment

The terms, definitions, conditions, exclusions and limitations of this Policy shall not be waived or changed, and no assignment of any interest under this Policy shall bind the Insurer, except as provided by endorsement and attached to this Policy, signed by the Insurer or its authorized representative.

4) Inspection and Audit

With reasonable notice to the **insured**, the Insurer shall be permitted, but not obligated, to inspect the **insured's** premises, equipment and/or operations. Neither the Insurer's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the **insured** or others, to determine or warrant that such property or operations are safe or in compliance with

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environmental laws, or any other law. Any recommendations or information provided is not intended as a substitute for advice from a safety expert or legal counsel the **insured** may retain for the **insured's** own purposes. It is not intended to supplant any legal duty the **insured** may have to provide a safe premises, workplace, product or operation.

5) Legal Action against the Insurer

No person or organization has a right under this Policy:

a. To join the Insurer as a party or otherwise bring the Insurer into a suit asking for damages from an **insured**; or

b. To sue the Insurer on this Policy unless all of its terms have been fully complied with.

A person or organization may sue the Insurer to recover on an agreed settlement or on a final judgment against an **insured**; but the Insurer will not be liable for damages that are not payable under the terms of this Policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by the Insurer, the **insured** and the claimant or the claimant's legal representative.

6) Other Insurance

If other valid and collectible insurance is available to the **insured** for a **loss** covered under this Policy, the obligations of the Insurer are limited as follows:

a. Primary Insurance

This insurance is primary except when Subparagraph b. below applies. If this insurance is primary, the obligations of the Insurer are not affected unless any other insurance is also primary. In the event that other insurance is also primary, then the Insurer will share with the other insurance by the method described in Subparagraph c. below.

b. Excess Insurance

If other insurance, whether collectible or not, is available to the **insured** covering a **loss** also covered by this Policy, other than a policy that is specifically written to apply in excess of this Policy, the insurance afforded by this Policy shall apply in excess of and shall not contribute with other such insurance. This Policy shall in no way be increased or expanded as a result of receivership, insolvency or inability to pay by any insurer with respect to both the duty to indemnify and the duty to defend. This also applies to the **insured** while acting as a self-insured for any coverage.

When this insurance is excess, the Insurer will have no duty under the Policy to defend a **claim** if any other insurer has a duty to defend the **insured** against a **claim**. If no other insurer defends a **loss** covered under this Policy, the Insurer may undertake to do so, but the Insurer will be entitled to the **insured's** rights against all those other insurers. When this insurance is excess over other insurance, the Insurer will pay only its share of the amount of the **loss**, if any, that exceeds the sum of:

1. The total amount that all such other insurance would pay for the **loss** in the absence of this insurance; and

2. The total of all deductible and self-insured amounts under all other insurance or under this Policy.

The Insurer will share the remaining **loss**, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown on the Declarations of this Policy.

c. Method of Sharing

If all of the other insurance permits contribution by equal shares, the Insurer will follow this method also. Under this approach each Insurer contributes equal amounts until the Insurer has paid its applicable limit of insurance or none of the **loss** remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, the Insurer will contribute by limits. Under this method, each Insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

7) Representations

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By accepting this Policy, the **insured** agrees:

a. The statements on the Declarations, the Application for insurance, any other underwriting, loss control or claims related information and any other information submitted to the Insurer are accurate and complete at the time the **insured** reported that information; and

b. Those statements are based upon representations the **insured** made to the Insurer; and

c. The Insurer has issued this Policy in reliance upon the **insured's** representations.

8) Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Policy to the first **named insured**, this insurance applies:

a. As if each **named insured** were the only **named insured**; and

b. Separately to each **insured** against whom a **claim** is made.

9) Sole Agent

The first **named insured** shown on the Declarations shall act on behalf of all **insureds** for the payment or return of premium, receipt and acceptance of any endorsement issued to form a part of this Policy, giving and receiving notice of cancellation or non-renewal and the exercise of the rights provided in Section VIII. Extended Reporting Period, Paragraph 2) Optional Extended Reporting Period.

10) Transfer of Rights of Recovery Against Others

If the **insured** has rights to recover all or part of any payment made by the Insurer under this Policy, those rights are transferred to the Insurer. The **insured** must do nothing to impair these rights once a **loss** is known by a **responsible insured**.

11) Consent or Approval

Where the consent or approval of the Insurer, or an **insured**, is required pursuant to this Policy, such consent or approval shall not be unreasonably withheld, delayed, conditioned, or denied.

B. ADDITIONAL CONDITIONS APPLICABLE TO COVERAGE G. CONTRACTORS POLLUTION LIABILITY AND COVERAGE H. PRODUCT POLLUTION LIABILITY

1) Premium Audit

a. The Insurer will compute all premiums for this Policy in accordance with the rules, rates and minimum premium requirements of the Insurer.

b. Premium shown on the Declarations page of this Policy as Premium is a deposit premium only. At the close of each audit period, the insurer will compute the earned premium for that period. Audit premiums are due and payable on notice to the **named insured**.

c. The **insured** must keep records of the information needed by the Insurer for premium computation, and send copies at such times as requested by the Insurer.

d. The Insurer may examine and audit books and records of the **insured** as they relate to this Policy at any time during the **policy period** and up to three years afterward.

e. Premium adjustments as a result of premium audits will be done after the Policy expires or is terminated, but may be done by the Insurer while the Policy is in effect.

f. Premium audit adjustment calculations will be made to determine additional premium only. The **insured** has agreed with the Insurer that there will be no downward adjustments of the Premium.

VII. DUTIES IN THE EVENT OF A POLLUTION CONDITION, LOSS OR CLAIM

1) Without limiting the specific requirements contained in any Coverage Part or any other exposure-specific reporting requirements contained within this Policy, if any, the **insured** shall also see to it that the Insurer receives notice of any **claim** or the discovery of any **pollution condition**, as soon as practicable, by one or more of the following:

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a. Provide written notice to the address, fax number, or email address identified in Item **10.** of the Declarations to this Policy; or

b. Provide verbal notice utilizing the **ACE ALERT℠ 24-hour Emergency Response and Incident Reporting System** by calling the telephone number identified in Item **10.** of the Declarations to this Policy.

Such notice should include reasonably detailed information as to:

a. The identity of the **insured,** as well as contact information for the **responsible insured** handling the **claim** or **pollution condition**;

b. The location of the **pollution condition**;

c. The nature of the **claim** or **pollution condition** including details regarding any injury or damage; and

d. The steps undertaken by the **insured** to respond to the **claim** or mitigate the **pollution condition**.

2) The **insured** must:

a. Immediately send the Insurer copies of any demands, notices, summonses or legal papers received in connection with any **claim**;

b. Authorize the Insurer to obtain records and other information;

c. Cooperate with the Insurer in the investigation, settlement or defense of the **claim**;

d. Assist the Insurer, upon the Insurer's request, in the enforcement of any right against any person or organization which may be liable to the **insured** because of a **claim**, **loss**, **cleanup costs**, **emergency response expense** or **defense and claims expense** to which this Policy may also apply;

e. Provide the Insurer with such information and cooperation as the Insurer may reasonably require.

3) The **insured** shall not make or authorize an admission of liability or attempt to settle or otherwise dispose of any **claim** without the prior written consent of the Insurer.

4) The **insured** shall not incur any **cleanup costs** without the prior written consent of the Insurer, except in the event of an **emergency response expense** or first aid.

5) If in the sole judgment of the Insurer, the **insured** fails to take reasonable steps to mitigate a **pollution condition** to the extent required by **environmental laws**, the Insurer shall have the right, but not the duty, to mitigate the **pollution condition**.

For the purposes of fulfilling the notice requirements contained in the Coverage Parts to this Policy, notice supplied pursuant to one or more of the verbal or electronic notice mechanisms specifically contemplated on the Declarations shall constitute written notice to the Insurer.

VIII.EXTENDED REPORTING PERIOD

In the event that this Policy is cancelled or non-renewed by the **insured** or the Insurer, for any reason, except for non-payment of premium or deductible amounts, or as a result of fraud or material misrepresentation, the following shall apply:

1) Automatic Extended Reporting Period

a. The Insurer shall provide the **insured** at no additional premium an Automatic Extended Reporting Period of ninety (90) days for any **claim** first made against the **insured** during this Automatic Extended Reporting Period, provided that:

1. The **claim** arises out of a **pollution condition** to which this insurance applies; and

2. The **pollution condition** commences before the expiration or cancellation date of the Policy; and

3. The **claim** is reported in writing to the Insurer within ninety (90) days immediately following the expiration or cancellation date of the Policy.

b. The Automatic Extended Reporting Period shall become effective on the expiration or cancellation date of the Policy.

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c. The Automatic Extended Reporting Period shall not reinstate or increase the Limits of Insurance, nor shall it extend the **policy period** or change the scope of the coverage provided.

d. The Automatic Extended Reporting Period shall not be provided if the **insured** has purchased other insurance to replace the coverage provided under this Policy.

2) Optional Extended Reporting Period

a. The **named insured**, upon payment of an additional premium of up to 200% of the Policy premium, shall be entitled to purchase an Optional Extended Reporting Period of thirty-three (33) months for any **claim** first made against the **insured** during this Optional Extended Reporting Period, provided that:

1. The **claim** arises out of a **pollution condition** to which this insurance applies; and

2. The **pollution condition** commences before the expiration or cancellation date of the Policy; and

3. The **claim** is reported in writing to the Insurer during the Optional Extended Reporting Period purchased by the **insured**.

b. A written request to purchase the Optional Extended Reporting Period must be received by the Insurer within thirty (30) days immediately following the expiration or cancellation date of the Policy.

c. It is a condition precedent to the purchase of the Optional Extended Reporting Period that the **named insured** shall pay the additional premium when due.

d. Upon payment of the additional premium when due, the Optional Extended Reporting Period may not be cancelled and no return premiums will be provided.

e. The Optional Extended Reporting Period shall become effective on the expiration date of the Automatic Extended Reporting Period.

f. The Optional Extended Reporting Period shall not reinstate or increase the Limits of Insurance, nor shall it extend the **policy period** or change the scope of the coverage provided.

g. The Optional Extended Reporting Period shall not be provided if the **insured** has purchased other insurance to replace the coverage provided under this Policy.

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Westchester
A Chubb Company

ONSITE CLEANUP COSTS RESTRICTED TO ABOVEGROUND STORAGE TANK RELEASE ENDORSEMENT – SCHEDULED LOCATIONS

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period To	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

PREMISES POLLUTION LIABILITY INSURANCE POLICY (ENV-9100 (01-15))

COVERAGE A – Cleanup Costs for New Pollution Conditions

This endorsement shall only apply to **pollution conditions** on, at, under or migrating from or through **covered locations** specifically identified in the Schedule of Covered Locations below:

I. Section, **I. INSURING AGREEMENTS**, **COVERAGE A – Cleanup Costs for New Pollution Conditions**, of the Policy is deleted in its entirety and replaced by the following:

Coverage A-1. Onsite Cleanup Costs for New Pollution Conditions –Aboveground Storage Tank Release Only

Cleanup costs arising out of a **pollution condition** on, at, or under a **covered location,** provided that:

1) The **pollution condition** results from a release of contents from an **aboveground storage tank** at a **covered location**; and

2) The **pollution condition** first commences on or after the **retroactive date** and before the end of the **policy period**; and

The **claim** is first made and reported to the Insurer, in writing, during the **policy period** or within thirty days after the **policy period**, or any applicable extended reporting period in accordance with Section VII. DUTIES IN THE EVENT OF A POLLUTION CONDITION, LOSS OR CLAIM.

Coverage A-2. Offsite Cleanup Costs for New Pollution Conditions

Cleanup costs arising out of a **pollution condition** beyond or outside the boundaries of a **covered location**, provided that:

1) The **pollution condition** migrated from or through the **covered location**; and

2) The **pollution condition** first commences on or after the **retroactive date** and before the end of the **policy period**; and

3) The **claim** is first made and reported to the Insurer, in writing, during the **policy period** or within thirty days after the **policy period**, or any applicable extended reporting period in accordance with Section VII. DUTIES IN THE EVENT OF A POLLUTION CONDITION, LOSS OR CLAIM.

No coverage provided under this **Coverage A-2** shall apply to that portion of a **pollution condition** on, at or under a **covered location**.

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A Chubb Company

II. Solely related to the terms and conditions of this Endorsement, Section **IV. DEFINITIONS**, of the Policy is amended to include the following:

Aboveground storage tank means any tank which has less than 10% of its volume below ground and associated piping and appurtenances connected thereto.

SCHEDULE OF COVERED LOCATIONS (ADDRESS)

All other terms and conditions remain the same.

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Robertson Insurance Agency Inc
101 N Section St
P O Box 1048
Fairhope, AL 36533
Phone: 251-928-2163 Fax: 251-928-2182

INVOICE NO. 8271

ACCOUNT NO.	OP	DATE
[redacted]	NV	09/02/2020

General Liability

POLICY #	LOAN #
[redacted]	

COMPANY
Westchester Fire Insurance

EFFECTIVE	EXPIRATION	BALANCE DUE ON
09/15/2020	09/15/2021	

Baldwin County Solid Waste
Magnolia Landfill
15140 County Rd 49
Summerdale, AL 36580

Itm #	Due Date	Trn	Type	Description	Amount
58576	09/15/20	MEM	GL-S	Premises Pollution Liability	$27,253.66

Invoice Balance: $27,253.66

Please make your check payable to Robertson Insurance.

Baldwin County Commission

Agenda Action Form

File #: 20-1536, **Version:** 2 **Item #:** BL6

Meeting Type: BCC Regular Meeting
Meeting Date: 9/15/2020
Item Status: Replacement
From: Terri Graham, Development & Environmental Director
Submitted by: Allison Owens, Chief Administrative Assistant

ITEM TITLE
*Purchase of Property Adjacent to 17917 CC Road, Elberta, Alabama, Eastfork Landfill

STAFF RECOMMENDATION

Approve the Addendum to the Purchase Agreement for the Purchase and Sale of approximately 5.09 acres adjacent to 17917 CC Road, Elberta, AL 36530. This Addendum is in reference to the Purchase Agreement by and between BALDWIN COUNTY, ALABAMA, Buyer, and JAMES L. HORAK, SR., as Personal Representative of the Estate of James Joseph Gottler, Jr., Seller, which was originally approved by the Commission on March 17, 2020.

BACKGROUND INFORMATION

Previous Commission action/date: March 17, 2020

Background: The purchase of property adjacent to Baldwin County Commission owned property known as Eastfork Landfill located at 17917 CC Road, Elberta, Alabama, from the Estate of Joseph James Gottler, Jr. c/o James Horak, was approved by the Commission on March 17, 2020.

The proposed Amended contract sets the new Purchase price at $45,000 and assigns all associated closing costs to the seller.

The property details are as follows:

Parcel: 49-07-36-0-000-002.000
PPIN No: 065261
Description: 5 AC CALC SEC 36-6-5 N ½ of NW ¼ of NW ¼ of NE ¼ FE

Professional Land Title, Inc. has already received the earnest money deposit in the amount of $500.00 (Check No. 227523), which has cleared the bank and is being held in earnest by the title company to be applied toward this amended transaction.

FINANCIAL IMPACT

Total cost of recommendation: $45,000.00

Budget line item(s) to be used: N/A. The actual expense will hit 510.17100 - Land (Proprietary Funds are recorded directly to the assets category.)

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, has approved 9/14/2020 TG

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration Staff - Have documents executed. Forward to:

Professional Land Title
3479-A Gulf Shores Pkwy
Gulf Shores, Alabama 36542

cc: Terri Graham
Brad Hicks, County Attorney

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

Additional instructions/notes: N/A

powered by Legistar™

ADDENDUM TO PURCHASE AGREEMENT

This addendum is in reference to the Purchase Agreement by and between BALDWIN COUNTY, ALABAMA, Buyer, and JAMES L. HORAK, SR., as Personal Representative of the Estate of James Joseph Gottler, Jr., Seller, dated March 17, 2020, for the purchase of the following described real property and improvements situated thereon in Baldwin County, Alabama, to-wit:

N1/2 of NW1/4 of NW1/4 of NE1/4, Section 36, Township 6 South, Range 5 East, Baldwin County, Alabama.

IN THE EVENT ANY PROVISION OF THIS ADDENDUM SHALL CONFLICT IN WHOLE OR IN PART WITH THE TERMS OF THE SALES AGREEMENT, THE PROVISIONS OF THIS ADDENDUM WILL CONTROL.

1. The Purchase Price shall be FORTY-FIVE THOUSAND AND NO/100 DOLLARS ($45,000.00).

2. SELLER to pay all closing costs.

THE HEREIN AGREEMENT, UPON ITS EXECUTION BY ALL PARTIES, IS HEREWITH MADE AN INTEGRAL PART OF THE AFOREMENTIONED AGREEMENT OF PURCHASE AND SALE.

SELLER:

_____
JAMES L. HORAK, SR., AS PERSONAL REPRESENTATIVE OF THE ESTATE OF JOSEPH JAMES GOTTLER, JR.

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned authority, a Notary Public, in and for said County in said State, hereby certify that JAMES L. HORAK, SR., AS PERSONAL REPRESENTATIVE OF THE ESTATE OF JOSEPH JAMES GOTTLER, JR., 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 executed the same voluntarily on the day the same bears date.

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

_____
Notary Public
My Commission Expires: _____

BUYER:

BALDWIN COUNTY, ALABAMA

_____

By: _____

Its: _____

ATTEST:

_____

By: _____

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of the BALDWIN COUNTY COMMISSION, and _____, whose name as _____ 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 ___ day of _____, 20___.

_____
Notary Public
My Commission Expires: _____

Instrument prepared by:
Andrew R. McKinney, P.C.
Attorney at Law
Post Office Box 2999
Gulf Shores, AL 36547
(251) 967-2166

COUNTY COMMISSION

BALDWIN COUNTY
312 Courthouse Square, Suite 12
BAY MINETTE, ALABAMA 36507
(251) 937-0264
Fax (251) 580-2500
www.baldwincountyal.gov

MEMBERS
DISTRICT 1. JAMES E. BALL
2. JOE DAVIS, III
3. BILLIE JO UNDERWOOD
4. CHARLES F. GRUBER

March 17, 2020

Professional Land Title
3479-A Gulf Shores Pkwy
Gulf Shores, Alabama 36542

RE: Purchase of Property Adjacent to 17917 CC Road, Elberta, Alabama, Eastfork Landfill

Dear Sir or Madam:

The Baldwin County Commission, during its regularly scheduled meeting held on March 17, 2020, took the following actions:

1) Adopted the **enclosed** *Resolution #2020-077*, which:

a) Approves the Contract for Purchase and Sale between the Estate of Joseph James Gottler, Jr. and the Baldwin County Commission; and

b) Authorizes the Chairman to execute the *Contract for Purchase and Sale* on behalf of the Baldwin County Commission and to take such other action on behalf of the County in connection with the property, including, but not limited to, the execution of additional documents, to purchase the property, and to do all those things necessary and required by the Contract for Purchase and Sale.

2) Approved and authorized me, as Chairman, to execute the **enclosed** *Contract of Purchase and Sale* for the property (approximately 5.09 acres) adjacent to 17917 CC Road, Elberta, in Baldwin County, Alabama, Parcel: 49-07-36-0-000-002.000, PPIN No.: 065261, for the purchase price of $35,000.00; and

3) Authorized the Clerk/Treasurer to issue the **enclosed** interim check payable to Professional Land Title, Inc., in the amount of $500.00 for an earnest money deposit.

Please return a **fully executed <u>copy</u>** of the *Contract of Purchase and Sale* to this office to the attention of Commission Administration Staff.

If you have any questions or need further assistance, please do not hesitate to contact me at (251) 972-8515 or Terri Graham, Development and Environmental Director, at (251) 972-6878.

Sincerely,

Billie Jo Underwood

BILLIE JO UNDERWOOD, Chairman
Baldwin County Commission

BJU/me Item GL1

cc: Terri Graham
Allison Owens
Robin Benson
Cian Harrison

ENCLOSURE(S)

STATE OF ALABAMA)

COUNTY OF BALDWIN)

RESOLUTION NO. 2020-077

RESOLUTION OF THE COUNTY COMMISSION OF BALDWIN COUNTY, ALABAMA APROVING PURCHASE AGREEMENT

WHEREAS, it is in the best interest of Baldwin County, Alabama (the "County") to purchase certain real property located on N1/2 of NW1/4 of NW1/4 of NE1/4, Section 36, Township 6 South, Range 5 East, Baldwin County, Alabama and more specifically identified as PARCEL 49-07-36-0-000-002.000, PPIN NO. 065261 (the "Property"); and

WHEREAS, the Baldwin County Commission desires to approve a Purchase Agreement for the Property (the "Purchase Agreement") attached hereto as Exhibit "A"; and

WHEREAS, the Baldwin County Commission desires to authorize the Chairman take whatever actions are necessary to effectuate the purchase of the Property by the County; and

NOW THEREFORE, BE IT RESOLVED that the Baldwin County Commission hereby:

1. Approves the attached Purchased Agreement; and

2. Authorizes the Chairman to execute the Purchase Agreement on behalf of the County and to take such other action on behalf of the County in connection with the Property, including, but not limited to, the execution of additional documents, to purchase the Property, and to do all those things necessary and required by the Purchase Agreement.

DONE, under the Seal of the County of Baldwin, at the County Seat in Bay Minette, Alabama, on this the 17th day of March, 2020.

Billie Jo Underwood

Commissioner Billie Jo Underwood, Chairman

ATTEST:

Wayne Dyess, County Administrator

STATE OF ALABAMA

COUNTY OF BALDWIN

CONTRACT OF PURCHASE AND SALE

This Contract of Purchase and Sale is entered into on this the 17th day of March, 20 20, by JAMES L. HORAK, SR., AS PERSONAL REPRESENTATIVE OF THE ESTATE OF JOSEPH JAMES GOTTLER, JR. (hereinafter referred to as "Seller"), and BALDWIN COUNTY, ALABAMA, a political subdivision of the State of Alabama, by and through the Baldwin County Commission (hereinafter referred to as "Buyer").

W I T N E S S E T H:

FOR AND IN CONSIDERATION of the sum of One Dollar ($1.00) and the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer do hereby mutually covenant and agree as follows:

1. Agreement of Purchase and Sale -- Subject to the terms and conditions as hereinafter set forth, Seller agrees to sell, and Buyer agrees to purchase and pay for, according to the terms set forth below, the following described real property and improvements situated thereon in Baldwin County, Alabama, to-wit (Seller's Property):

N1/2 of NW1/4 of NW1/4 of NE1/4, Section 36, Township 6 South, Range 5 East, Baldwin County, Alabama.

PARCEL: 49-07-36-0-000-002.000

PPIN NO.: 065261

LESS AND EXCEPT all rights to all minerals in, on and/or under the subject property not owned by Seller. Notwithstanding the foregoing, no party shall have any right to disturb or undermine the surface of the property nor any improvements constructed thereon.

2. Payment and Amount of Purchase Price -- Seller and Buyer agree that the purchase price to be paid for the Seller's Property shall be the sum of Thirty-Five Thousand Dollars ($35,000.00). Simultaneously with the execution of this Contract, Buyer has remitted to Seller an earnest money deposit in the amount of Five Hundred Dollars ($500.00). The balance of the purchase price in the amount of Thirty-Four Thousand Five Hundred Dollars ($34,500.00) shall be paid by the Buyer to Seller at closing, in certified funds.

3. Title Insurance and Survey -- Seller shall furnish to Buyer, at Seller's expense, an ALTA Owner's Title Insurance Commitment issued by a title insurance company approved by the Buyer, insuring Seller's Property in Buyer in an amount equal to the purchase price. Buyer may obtain a survey of the Seller's Property, at Buyer's expense, performed by a registered land surveyor in the State of Alabama, which survey shall indicate no encroachments, encumbrances, rights of way or other matters except those which are suitable to Buyer, in Buyer's sole discretion.

4. Seller's Representations and Warranties -- Seller hereby represents, warrants and covenants unto Buyer as follows:

A. Seller's 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;

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

C. There are no lawsuits or legal proceedings pending or threatened regarding ownership, use or possession of Seller's Property;

D. There are no parties in possession of any portion of Seller's Property as lessees, tenants at sufferance, trespassers or otherwise;

E. There has been no material or labor furnished for the Seller's 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 Seller's Property;

F. Between the date hereof and the closing date, Seller shall not sell, transfer, convey or mortgage the Seller's 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 Seller's Property or otherwise impair the value of the Seller's Property to Buyer;

G. All general real estate and ad valorem taxes assessed or imposed against the Seller's 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 Seller's Property, and no special assessments exist, have been levied or are contemplated or pending against the Seller's Property;

H. To the Seller's knowledge, there does not exist, nor has there ever existed, over, beneath or on the Seller's Property any hazardous substance, pollutants or contaminants, as defined, regulated and/or prohibited by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA" or the "Federal Superfund Act") as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA") 42 U.S.C. Sections 9601-9605, or hazardous waste as defined, regulated and/or prohibited by the Resource Conservation and Recovery Act ("RCRA"), the Clean Water Act, 33 U.S.C. Section 1321 et seq., the Clean Air Act, 42 U.S.C. Section 7401 et seq., all as the same may be from time to time amended and any other federal, state, county, municipal, local or other statute, law, ordinance or regulation which may relate to or deal with human health or the

environment including without limitation all regulations promulgated by a regulatory body pursuant to any such statute, law or ordinance;

I. To the Seller's knowledge, the Seller has obtained all federal, state and local environmental permits necessary or required for the use and occupancy of the Seller's Property, that the Seller is in full compliance with the terms and conditions of any such environmental permits which may have been issued, that no investigation or action regarding hazardous substances, material or waste is pending or threatened, that Seller knows of no fact or circumstance that may give rise to any future civil, criminal or administrative proceeding relating to environmental matters, and that there are no underground storage tanks located on the Seller's Property (or if such tanks are located thereon, that the same are in compliance with all applicable laws, regulations and ordinances and that the same have been duly and timely registered with the Alabama Department of Environmental Management and any other appropriate authority).

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. 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.

5. Buyer's Representation and Warranty -- Buyer hereby represents and warrants that it has the authority to enter into this Contract on the terms and conditions contained herein.

6. Inspection of Property -- Seller hereby grants to Buyer and its agents, representatives or assigns a license to enter onto the Seller's Property at all times during the term of this Agreement and to perform such examinations of the Seller's Property and to make such appraisals, surveys, soil borings and other tests or inspections as Buyer deems necessary to determine the suitability of the Seller's Property for the purposes of the Buyer, provided said tests shall not be so exercised as to damage the Seller's Property materially or to interfere substantially with the use or occupancy by Seller. Buyer agrees to indemnify and hold Seller harmless against loss or damage from claims resulting from Buyer's conduct of its tests and investigations on the Seller's Property. In the event the Buyer determines that 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, in Buyer's sole discretion, the Buyer shall have the right to terminate this Contract, and the parties shall have no further rights, duties or obligations hereunder. In that event, the Seller shall immediately return the earnest money deposit to Buyer.

7. Closing -- The Closing of this transaction shall take place at the offices of Professional Land Title, Inc., in Gulf Shores, Alabama, at a mutually agreeable time, not later than sixty (60) days following the later of the following to occur: (a) delivery to Buyer of the title insurance commitment as provided for in Paragraph 3 above; or (b) approval and execution of this Contract by the Chairman of the Baldwin County Commission. At such Closing, Seller shall

convey Seller's Property to Buyer by general warranty deed in the form customarily used in similar transactions in the State of Alabama and with full covenants of warranty, subject only to such exceptions or other matters deemed acceptable to Buyer, in Buyer's sole discretion. Seller shall pay for: (i) Seller's attorney's fees; (ii) deed preparation; (iii) the ALTA Title Insurance Commitment and Policy; and (iv) costs and fees of closing agent. Buyer shall pay for: (i) cost of the survey, if required; (ii) Buyer's attorney's fees; and (iii) all recording costs.

8. Proration of Taxes -- Ad valorem taxes applicable to Seller's Property shall be prorated between Buyer and Seller as of the date of 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 therefore.

9. Agency Disclosure -- Except as expressly set forth herein, Seller and Buyer acknowledge that Andrew R. McKinney is a licensed attorney and real estate agent in the State of Alabama who is representing the Seller, and the Seller shall be responsible for any legal fees or real estate commissions or fees related to the services provided by Mr. McKinney. Seller and Buyer hereby acknowledge that no real estate agents or brokers are acting on behalf of either party, and that no commissions are to be paid by either party. Each party agrees to indemnify and hold harmless the other from any claim made by brokers or agents who claim to act for the party sought to be charged for a commission, compensation, brokerage fees, or similar payment in connection with this transaction and against any and all expense or liability arising out of any such claim.

10. Assignment -- No assignment of this Contract 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.

11. Binding Effect -- This Contract 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.

12. Survival -- Each and every provision of this Contract shall survive the closing and shall not be nullified or affected by the Closing.

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

14. Entire Agreement -- This Contract and the documents referred to in this Contract 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.

15. 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 Contract or any amendments or exhibits hereto.

16. Miscellaneous -- Words of any gender used in this Contract shall be held and construed to include any other gender, and words in singular number shall be held to include the plural and vice versa, unless context requires otherwise. The captions used in connection with the sections of this Contract are for convenience only and shall not be deemed to construe or limit the meaning of the language contained in this Contract, or be used in interpreting the meanings and provisions of this Contract.

17. Governing Law -- This Contract 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.

18. Counterparts -- This Contract may be executed in any number of counterparts, all of which taken together shall constitute one contract, and any of the parties hereto may execute the Contract by signing any such counterpart.

19. Required Approvals -- This Contract shall be conditioned upon and subject to the approval of the Baldwin County Commission. In addition, this Contract is contingent upon Seller obtaining approval from the Baldwin County Circuit Court and Baldwin County Probate Court for the sale of Seller's Property.

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.

SIGNATURE PAGES AND NOTARIES TO FOLLOW:

SELLER:

_____

JAMES L. HORAK, SR., AS PERSONAL REPRESENTATIVE OF THE ESTATE OF JOSEPH JAMES GOTTLER, JR.

STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned authority, a Notary Public, in and for said County in said State, hereby certify that JAMES L. HORAK, SR., AS PERSONAL REPRESENTATIVE OF THE ESTATE OF JOSEPH JAMES GOTTLER, JR., 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 executed the same voluntarily on the day the same bears date.

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

_____

Notary Public

My Commission Expires: _____

BUYER:

BALDWIN COUNTY, ALABAMA

Billie Jo Underwood

By: Billie Jo Underwood

Its: Chairman

ATTEST:

By: Wayne Dyess
County Administrator

STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Billie Jo Underwood, 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 17 day of March, 2020.

Miranda M. McKenna
Notary Public
My Commission Expires: February 25, 2023

Instrument prepared by:
Andrew R. McKinney, P.C.
Attorney at Law
Post Office Box 2999
Gulf Shores, AL 36547
(251) 967-2166

[redacted]

BALDWIN COUNTY COMMISSION
DISBURSEMENT FUND 705
312 Courthouse square Suite 11
Bay Minette, AL 36507

HANCOCK BANK
MOBILE, AL
[redacted]
[redacted]

Check No. - [redacted]

Check Date - 3/17/2020

PAY:
FIVE HUNDRED AND 00/100**********

AMOUNT $*******500.00

VOID IF NOT CASHED IN 60 DAYS

TO THE ORDER OF:
PROFESSIONAL LAND TITLE, INC.
3479-A GULF SHORES PKWY
GULF SHORES AL 36542

Billie Jo Underwood
CHAIRMAN SIGNATURE

Adria Cau Harrison
AUTHORIZED SIGNATURE

Photo Safe Deposit®
Details on Back.

[redacted]

[redacted]

Stub 1
For Check No. - [redacted]

INVOICE NUMBER	DATE	DESCRIPTION	AMOUNT PAID
3172020	3/17/2020	EARNEST MONEY; ELBERTA	500.00
		TOTAL	**500.00**

[redacted]

Eastfork C&D Landfill
Permit 02-12

UNNAMED

LOWERY LN

CC RD

CACTUS CT

HANSEL HODGES RD

Eastfork C&D Landfill
Permit 02-12

Potential Purchase Property - 5.09 acres

- Eastfork C&D Landfill
- Potential Wetlands
- Parcels
- COUNTY MAINTAINED ASPHALT
- GRAVEL/DIRT

330 165 0 330 Feet

Baldwin County Commission

Agenda Action Form

File #: 20-1536, **Version:** 1 **Item #:** BL6

Meeting Type: BCC Regular Meeting
Meeting Date: 9/15/2020
Item Status: New
From: Terri Graham, Development & Environmental Director
Submitted by: Allison Owens, Chief Administrative Assistant

ITEM TITLE
Purchase of Property Adjacent to 17917 CC Road, Elberta, Alabama, Eastfork Landfill

STAFF RECOMMENDATION
Take the following actions:

1) Rescind the action taken by the Baldwin County Commission on March 17, 2020, more specifically Agenda Item GL1; which adopted Resolution #2020-077, which:

a) Approved the Contract for Purchase and Sale between the Estate of Joseph James Gottler, Jr. and the Baldwin County Commission; and further

b) Authorized the Chairman to execute the Contract for Purchase and Sale on behalf of the Baldwin County Commission and to take such other action on behalf of the County in connection with the property, including, but not limited to, the execution of additional documents, to purchase the property, and to do all those things necessary and required by the Contract for Purchase and Sale.

c) Approved and authorized the Chairman to execute the Contract of Purchase and Sale for the property (approximately 5.09 acres) adjacent to 17917 CC Road, Elberta, in Baldwin County, Alabama, Parcel: 49-07-36-0-000-002.000, PPIN No.: 065261, for the purchase price of $35,000.00.

2) Adopt Resolution #2020-133, which:

a) Approves the Contract for Purchase and Sale between the Estate of Joseph James Gottler, Jr. and the Baldwin County Commission; and further

b) Authorizes the Chairman to execute the Contract for Purchase and Sale on behalf of the Baldwin County Commission and to take such other action on behalf of the County in connection with the property, including, but not limited to, the execution of additional documents, to purchase the property, and to do all those things necessary and required by the

Contract for Purchase and Sale.

3) Approve and authorize the Chairman to execute the Contract of Purchase and Sale for the property (approximately 5.09 acres) adjacent to 17917 CC Road, Elberta, in Baldwin County, Alabama, Parcel: 49-07-36-0-000-002.000, PPIN No.: 065261, for the purchase price of $45,000.00.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The purchase of property adjacent to Baldwin County Commission owned property known as Eastfork Landfill located at 17917 CC Road, Elberta, Alabama, from the Estate of Joseph James Gottler, Jr. c/o James Horak.

The property details are as follows:

Parcel: 49-07-36-0-000-002.000
PPIN No: 065261
Description: 5 AC CALC SEC 36-6-5 N ½ of NW ¼ of NW ¼ of NE ¼ FE

Professional Land Title, Inc. received the earnest money deposit for $500.00 (Check No. 227523) this check has cleared the bank and is still being held in earnest by the title company to be applied toward this transaction.

FINANCIAL IMPACT

Total cost of recommendation: $45,000.00

Budget line item(s) to be used: N/A. The actual expense will hit 510.17100 - Land (Proprietary Funds are recorded directly to the assets category.)

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: N/A

Individual(s) responsible for follow up: Administration Staff - Have documents executed. Forward to:

Professional Land Title
3479-A Gulf Shores Pkwy
Gulf Shores, Alabama 36542

cc: Terri Graham
Brad Hicks, County Attorney

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 NO. 2020-133

RESOLUTION OF THE COUNTY COMMISSION OF BALDWIN COUNTY, ALABAMA APROVING PURCHASE AGREEMENT

WHEREAS, it is in the best interest of Baldwin County, Alabama (the "County") to purchase certain real property located on N1/2 of NW1/4 of NW1/4 of NE1/4, Section 36, Township 6 South, Range 5 East, Baldwin County, Alabama and more specifically identified as PARCEL 49-07-36-0-000-002.000, PPIN NO. 065261 (the "Property"); and

WHEREAS, the Baldwin County Commission desires to approve a Purchase Agreement for the Property (the "Purchase Agreement") attached hereto as Exhibit "A"; and

WHEREAS, the Baldwin County Commission desires to authorize the Chairman take whatever actions are necessary to effectuate the purchase of the Property by the County; and

NOW THEREFORE, BE IT RESOLVED that the Baldwin County Commission hereby:

1. Approves the attached Purchased Agreement; and

2. Authorizes the Chairman to execute the Purchase Agreement on behalf of the County and to take such other action on behalf of the County in connection with the Property, including, but not limited to, the execution of additional documents, to purchase the Property, and to do all those things necessary and required by the Purchase Agreement.

DONE, under the Seal of the County of Baldwin, at the County Seat in Bay Minette, Alabama, on this the 15th day of September, 2020.

_____
Commissioner Billie Jo Underwood, Chairman

ATTEST:

_____
Wayne Dyess, County Administrator

STATE OF ALABAMA

COUNTY OF BALDWIN

CONTRACT OF PURCHASE AND SALE

This Contract of Purchase and Sale is entered into on this the ___ day of _____, 20___, by JAMES L. HORAK, SR., AS PERSONAL REPRESENTATIVE OF THE ESTATE OF JOSEPH JAMES GOTTLER, JR. (hereinafter referred to as "Seller"), and BALDWIN COUNTY, ALABAMA, a political subdivision of the State of Alabama, by and through the Baldwin County Commission (hereinafter referred to as "Buyer").

W I T N E S S E T H:

FOR AND IN CONSIDERATION of the sum of One Dollar ($1.00) and the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer do hereby mutually covenant and agree as follows:

1. Agreement of Purchase and Sale -- Subject to the terms and conditions as hereinafter set forth, Seller agrees to sell, and Buyer agrees to purchase and pay for, according to the terms set forth below, the following described real property and improvements situated thereon in Baldwin County, Alabama, to-wit (Seller's Property):

N1/2 of NW1/4 of NW1/4 of NE1/4, Section 36, Township 6 South, Range 5 East, Baldwin County, Alabama.

PARCEL: 49-07-36-0-000-002.000

PPIN NO.: 065261

LESS AND EXCEPT all rights to all minerals in, on and/or under the subject property not owned by Seller. Notwithstanding the foregoing, no party shall have any right to disturb or undermine the surface of the property nor any improvements constructed thereon.

2. Payment and Amount of Purchase Price -- Seller and Buyer agree that the purchase price to be paid for the Seller's Property shall be the sum of Forty-Five Thousand Dollars ($45,000.00). Simultaneously with the execution of this Contract, Buyer has remitted to Seller an earnest money deposit in the amount of Five Hundred Dollars ($500.00). The balance of the purchase price in the amount of Forty-Four Thousand Five Hundred Dollars ($44,500.00) shall be paid by the Buyer to Seller at closing, in certified funds.

3. Title Insurance and Survey -- Seller shall furnish to Buyer, at Seller's expense, an ALTA Owner's Title Insurance Commitment issued by a title insurance company approved by the Buyer, insuring Seller's Property in Buyer in an amount equal to the purchase price. Buyer may obtain a survey of the Seller's Property, at Buyer's expense, performed by a registered land surveyor in the State of Alabama, which survey shall indicate no encroachments, encumbrances, rights of way or other matters except those which are suitable to Buyer, in Buyer's sole discretion.

4. Seller's Representations and Warranties -- Seller hereby represents, warrants and covenants unto Buyer as follows:

A. Seller's 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;

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

C. There are no lawsuits or legal proceedings pending or threatened regarding ownership, use or possession of Seller's Property;

D. There are no parties in possession of any portion of Seller's Property as lessees, tenants at sufferance, trespassers or otherwise;

E. There has been no material or labor furnished for the Seller's 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 Seller's Property;

F. Between the date hereof and the closing date, Seller shall not sell, transfer, convey or mortgage the Seller's 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 Seller's Property or otherwise impair the value of the Seller's Property to Buyer;

G. All general real estate and ad valorem taxes assessed or imposed against the Seller's 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 Seller's Property, and no special assessments exist, have been levied or are contemplated or pending against the Seller's Property;

H. To the Seller's knowledge, there does not exist, nor has there ever existed, over, beneath or on the Seller's Property any hazardous substance, pollutants or contaminants, as defined, regulated and/or prohibited by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA" or the "Federal Superfund Act") as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA") 42 U.S.C. Sections 9601-9605, or hazardous waste as defined, regulated and/or prohibited by the Resource Conservation and Recovery Act ("RCRA"), the Clean Water Act, 33 U.S.C. Section 1321 et seq., the Clean Air Act, 42 U.S.C. Section 7401 et seq., all as the same may be from time to time amended and any other federal, state, county, municipal, local or other statute, law, ordinance or regulation which may relate to or deal with human health or the

environment including without limitation all regulations promulgated by a regulatory body pursuant to any such statute, law or ordinance;

I. To the Seller's knowledge, the Seller has obtained all federal, state and local environmental permits necessary or required for the use and occupancy of the Seller's Property, that the Seller is in full compliance with the terms and conditions of any such environmental permits which may have been issued, that no investigation or action regarding hazardous substances, material or waste is pending or threatened, that Seller knows of no fact or circumstance that may give rise to any future civil, criminal or administrative proceeding relating to environmental matters, and that there are no underground storage tanks located on the Seller's Property (or if such tanks are located thereon, that the same are in compliance with all applicable laws, regulations and ordinances and that the same have been duly and timely registered with the Alabama Department of Environmental Management and any other appropriate authority).

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. 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.

5. Buyer's Representation and Warranty -- Buyer hereby represents and warrants that it has the authority to enter into this Contract on the terms and conditions contained herein.

6. Inspection of Property -- Seller hereby grants to Buyer and its agents, representatives or assigns a license to enter onto the Seller's Property at all times during the term of this Agreement and to perform such examinations of the Seller's Property and to make such appraisals, surveys, soil borings and other tests or inspections as Buyer deems necessary to determine the suitability of the Seller's Property for the purposes of the Buyer, provided said tests shall not be so exercised as to damage the Seller's Property materially or to interfere substantially with the use or occupancy by Seller. Buyer agrees to indemnify and hold Seller harmless against loss or damage from claims resulting from Buyer's conduct of its tests and investigations on the Seller's Property. In the event the Buyer determines that 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, in Buyer's sole discretion, the Buyer shall have the right to terminate this Contract, and the parties shall have no further rights, duties or obligations hereunder. In that event, the Seller shall immediately return the earnest money deposit to Buyer.

7. Closing -- The Closing of this transaction shall take place at the offices of Professional Land Title, Inc., in Gulf Shores, Alabama, at a mutually agreeable time, not later than sixty (60) days following the later of the following to occur: (a) delivery to Buyer of the title insurance commitment as provided for in Paragraph 3 above; or (b) approval and execution of this Contract by the Chairman of the Baldwin County Commission. At such Closing, Seller shall

convey Seller's Property to Buyer by general warranty deed in the form customarily used in similar transactions in the State of Alabama and with full covenants of warranty, subject only to such exceptions or other matters deemed acceptable to Buyer, in Buyer's sole discretion. Seller shall pay for: (i) Seller's attorney's fees; (ii) deed preparation; (iii) the ALTA Title Insurance Commitment and Policy; (iv) costs and fees of closing agent; (vi) Buyer's attorney's fees; and (vii) all recording costs. Buyer shall pay for: (i) cost of the survey, if required.

8. Proration of Taxes -- Ad valorem taxes applicable to Seller's Property shall be prorated between Buyer and Seller as of the date of 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 therefore.

9. Agency Disclosure -- Except as expressly set forth herein, Seller and Buyer acknowledge that Andrew R. McKinney is a licensed attorney and real estate agent in the State of Alabama who is representing the Seller, and the Seller shall be responsible for any legal fees or real estate commissions or fees related to the services provided by Mr. McKinney. Seller and Buyer hereby acknowledge that no real estate agents or brokers are acting on behalf of either party, and that no commissions are to be paid by either party. Each party agrees to indemnify and hold harmless the other from any claim made by brokers or agents who claim to act for the party sought to be charged for a commission, compensation, brokerage fees, or similar payment in connection with this transaction and against any and all expense or liability arising out of any such claim.

10. Assignment -- No assignment of this Contract 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.

11. Binding Effect -- This Contract 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.

12. Survival -- Each and every provision of this Contract shall survive the closing and shall not be nullified or affected by the Closing.

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

14. Entire Agreement -- This Contract and the documents referred to in this Contract 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.

15. 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 Contract or any amendments or exhibits hereto.

16. Miscellaneous -- Words of any gender used in this Contract shall be held and construed to include any other gender, and words in singular number shall be held to include the plural and vice versa, unless context requires otherwise. The captions used in connection with the sections of this Contract are for convenience only and shall not be deemed to construe or limit the meaning of the language contained in this Contract, or be used in interpreting the meanings and provisions of this Contract.

17. Governing Law -- This Contract 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.

18. Counterparts -- This Contract may be executed in any number of counterparts, all of which taken together shall constitute one contract, and any of the parties hereto may execute the Contract by signing any such counterpart.

19. Required Approvals -- This Contract shall be conditioned upon and subject to the approval of the Baldwin County Commission. In addition, this Contract is contingent upon Seller obtaining approval from the Baldwin County Circuit Court and Baldwin County Probate Court for the sale of Seller's Property.

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.

SIGNATURE PAGES AND NOTARIES TO FOLLOW:

SELLER:

_____
JAMES L. HORAK, SR., AS PERSONAL REPRESENTATIVE OF THE ESTATE OF JOSEPH JAMES GOTTLER, JR.

STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned authority, a Notary Public, in and for said County in said State, hereby certify that JAMES L. HORAK, SR., AS PERSONAL REPRESENTATIVE OF THE ESTATE OF JOSEPH JAMES GOTTLER, JR., 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 executed the same voluntarily on the day the same bears date.

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

_____
Notary Public
My Commission Expires: _____

BUYER:

BALDWIN COUNTY, ALABAMA

_____

By: _____

Its: _____

ATTEST:

_____

By: _____

STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of the BALDWIN COUNTY COMMISSION, and _____, whose name as _____ 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 ___ day of _____, 20___.

_____
Notary Public
My Commission Expires: _____

Instrument prepared by:
Andrew R. McKinney, P.C.
Attorney at Law
Post Office Box 2999
Gulf Shores, AL 36547
(251) 967-2166

Eastfork C&D Landfill
Permit 02-12

UNNAMED

LOWERY LN

CC RD

CACTUS CT

HANSEL HODGES RD

Eastfork C&D Landfill
Permit 02-12

Potential Purchase Property - 5.09 acres

- Eastfork C&D Landfill
- Potential Wetlands
- Parcels
- COUNTY MAINTAINED ASPHALT
- GRAVEL/DIRT

330 165 0 330 Feet

COUNTY COMMISSION

BALDWIN COUNTY
312 Courthouse Square, Suite 12
BAY MINETTE, ALABAMA 36507
(251) 937-0264
Fax (251) 580-2500
www.baldwincountyal.gov

MEMBERS
DISTRICT 1. JAMES E. BALL
2. JOE DAVIS, III
3. BILLIE JO UNDERWOOD
4. CHARLES F. GRUBER

March 17, 2020

Professional Land Title
3479-A Gulf Shores Pkwy
Gulf Shores, Alabama 36542

RE: Purchase of Property Adjacent to 17917 CC Road, Elberta, Alabama, Eastfork Landfill

Dear Sir or Madam:

The Baldwin County Commission, during its regularly scheduled meeting held on March 17, 2020, took the following actions:

1) Adopted the **enclosed** *Resolution #2020-077*, which:

a) Approves the Contract for Purchase and Sale between the Estate of Joseph James Gottler, Jr. and the Baldwin County Commission; and

b) Authorizes the Chairman to execute the *Contract for Purchase and Sale* on behalf of the Baldwin County Commission and to take such other action on behalf of the County in connection with the property, including, but not limited to, the execution of additional documents, to purchase the property, and to do all those things necessary and required by the Contract for Purchase and Sale.

2) Approved and authorized me, as Chairman, to execute the **enclosed** *Contract of Purchase and Sale* for the property (approximately 5.09 acres) adjacent to 17917 CC Road, Elberta, in Baldwin County, Alabama, Parcel: 49-07-36-0-000-002.000, PPIN No.: 065261, for the purchase price of $35,000.00; and

3) Authorized the Clerk/Treasurer to issue the **enclosed** interim check payable to Professional Land Title, Inc., in the amount of $500.00 for an earnest money deposit.

Please return a **fully executed <u>copy</u>** of the *Contract of Purchase and Sale* to this office to the attention of Commission Administration Staff.

If you have any questions or need further assistance, please do not hesitate to contact me at (251) 972-8515 or Terri Graham, Development and Environmental Director, at (251) 972-6878.

Sincerely,

Billie Jo Underwood

BILLIE JO UNDERWOOD, Chairman
Baldwin County Commission

BJU/me Item GL1

cc: Terri Graham
Allison Owens
Robin Benson
Cian Harrison

ENCLOSURE(S)

STATE OF ALABAMA)

COUNTY OF BALDWIN)

RESOLUTION NO. 2020-077

RESOLUTION OF THE COUNTY COMMISSION OF BALDWIN COUNTY, ALABAMA APROVING PURCHASE AGREEMENT

WHEREAS, it is in the best interest of Baldwin County, Alabama (the "County") to purchase certain real property located on N1/2 of NW1/4 of NW1/4 of NE1/4, Section 36, Township 6 South, Range 5 East, Baldwin County, Alabama and more specifically identified as PARCEL 49-07-36-0-000-002.000, PPIN NO. 065261 (the "Property"); and

WHEREAS, the Baldwin County Commission desires to approve a Purchase Agreement for the Property (the "Purchase Agreement") attached hereto as Exhibit "A"; and

WHEREAS, the Baldwin County Commission desires to authorize the Chairman take whatever actions are necessary to effectuate the purchase of the Property by the County; and

NOW THEREFORE, BE IT RESOLVED that the Baldwin County Commission hereby:

1. Approves the attached Purchased Agreement; and

2. Authorizes the Chairman to execute the Purchase Agreement on behalf of the County and to take such other action on behalf of the County in connection with the Property, including, but not limited to, the execution of additional documents, to purchase the Property, and to do all those things necessary and required by the Purchase Agreement.

DONE, under the Seal of the County of Baldwin, at the County Seat in Bay Minette, Alabama, on this the 17th day of March, 2020.

Billie Jo Underwood

Commissioner Billie Jo Underwood, Chairman

ATTEST:

Wayne Dyess, County Administrator

STATE OF ALABAMA

COUNTY OF BALDWIN

CONTRACT OF PURCHASE AND SALE

This Contract of Purchase and Sale is entered into on this the 17th day of March, 20 20, by JAMES L. HORAK, SR., AS PERSONAL REPRESENTATIVE OF THE ESTATE OF JOSEPH JAMES GOTTLER, JR. (hereinafter referred to as "Seller"), and BALDWIN COUNTY, ALABAMA, a political subdivision of the State of Alabama, by and through the Baldwin County Commission (hereinafter referred to as "Buyer").

W I T N E S S E T H:

FOR AND IN CONSIDERATION of the sum of One Dollar ($1.00) and the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer do hereby mutually covenant and agree as follows:

1. Agreement of Purchase and Sale -- Subject to the terms and conditions as hereinafter set forth, Seller agrees to sell, and Buyer agrees to purchase and pay for, according to the terms set forth below, the following described real property and improvements situated thereon in Baldwin County, Alabama, to-wit (Seller's Property):

N1/2 of NW1/4 of NW1/4 of NE1/4, Section 36, Township 6 South, Range 5 East, Baldwin County, Alabama.

PARCEL: 49-07-36-0-000-002.000

PPIN NO.: 065261

LESS AND EXCEPT all rights to all minerals in, on and/or under the subject property not owned by Seller. Notwithstanding the foregoing, no party shall have any right to disturb or undermine the surface of the property nor any improvements constructed thereon.

2. Payment and Amount of Purchase Price -- Seller and Buyer agree that the purchase price to be paid for the Seller's Property shall be the sum of Thirty-Five Thousand Dollars ($35,000.00). Simultaneously with the execution of this Contract, Buyer has remitted to Seller an earnest money deposit in the amount of Five Hundred Dollars ($500.00). The balance of the purchase price in the amount of Thirty-Four Thousand Five Hundred Dollars ($34,500.00) shall be paid by the Buyer to Seller at closing, in certified funds.

3. Title Insurance and Survey -- Seller shall furnish to Buyer, at Seller's expense, an ALTA Owner's Title Insurance Commitment issued by a title insurance company approved by the Buyer, insuring Seller's Property in Buyer in an amount equal to the purchase price. Buyer may obtain a survey of the Seller's Property, at Buyer's expense, performed by a registered land surveyor in the State of Alabama, which survey shall indicate no encroachments, encumbrances, rights of way or other matters except those which are suitable to Buyer, in Buyer's sole discretion.

4. Seller's Representations and Warranties -- Seller hereby represents, warrants and covenants unto Buyer as follows:

A. Seller's 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;

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

C. There are no lawsuits or legal proceedings pending or threatened regarding ownership, use or possession of Seller's Property;

D. There are no parties in possession of any portion of Seller's Property as lessees, tenants at sufferance, trespassers or otherwise;

E. There has been no material or labor furnished for the Seller's 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 Seller's Property;

F. Between the date hereof and the closing date, Seller shall not sell, transfer, convey or mortgage the Seller's 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 Seller's Property or otherwise impair the value of the Seller's Property to Buyer;

G. All general real estate and ad valorem taxes assessed or imposed against the Seller's 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 Seller's Property, and no special assessments exist, have been levied or are contemplated or pending against the Seller's Property;

H. To the Seller's knowledge, there does not exist, nor has there ever existed, over, beneath or on the Seller's Property any hazardous substance, pollutants or contaminants, as defined, regulated and/or prohibited by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA" or the "Federal Superfund Act") as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA") 42 U.S.C. Sections 9601-9605, or hazardous waste as defined, regulated and/or prohibited by the Resource Conservation and Recovery Act ("RCRA"), the Clean Water Act, 33 U.S.C. Section 1321 et seq., the Clean Air Act, 42 U.S.C. Section 7401 et seq., all as the same may be from time to time amended and any other federal, state, county, municipal, local or other statute, law, ordinance or regulation which may relate to or deal with human health or the

environment including without limitation all regulations promulgated by a regulatory body pursuant to any such statute, law or ordinance;

I. To the Seller's knowledge, the Seller has obtained all federal, state and local environmental permits necessary or required for the use and occupancy of the Seller's Property, that the Seller is in full compliance with the terms and conditions of any such environmental permits which may have been issued, that no investigation or action regarding hazardous substances, material or waste is pending or threatened, that Seller knows of no fact or circumstance that may give rise to any future civil, criminal or administrative proceeding relating to environmental matters, and that there are no underground storage tanks located on the Seller's Property (or if such tanks are located thereon, that the same are in compliance with all applicable laws, regulations and ordinances and that the same have been duly and timely registered with the Alabama Department of Environmental Management and any other appropriate authority).

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. 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.

5. Buyer's Representation and Warranty -- Buyer hereby represents and warrants that it has the authority to enter into this Contract on the terms and conditions contained herein.

6. Inspection of Property -- Seller hereby grants to Buyer and its agents, representatives or assigns a license to enter onto the Seller's Property at all times during the term of this Agreement and to perform such examinations of the Seller's Property and to make such appraisals, surveys, soil borings and other tests or inspections as Buyer deems necessary to determine the suitability of the Seller's Property for the purposes of the Buyer, provided said tests shall not be so exercised as to damage the Seller's Property materially or to interfere substantially with the use or occupancy by Seller. Buyer agrees to indemnify and hold Seller harmless against loss or damage from claims resulting from Buyer's conduct of its tests and investigations on the Seller's Property. In the event the Buyer determines that 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, in Buyer's sole discretion, the Buyer shall have the right to terminate this Contract, and the parties shall have no further rights, duties or obligations hereunder. In that event, the Seller shall immediately return the earnest money deposit to Buyer.

7. Closing -- The Closing of this transaction shall take place at the offices of Professional Land Title, Inc., in Gulf Shores, Alabama, at a mutually agreeable time, not later than sixty (60) days following the later of the following to occur: (a) delivery to Buyer of the title insurance commitment as provided for in Paragraph 3 above; or (b) approval and execution of this Contract by the Chairman of the Baldwin County Commission. At such Closing, Seller shall

convey Seller's Property to Buyer by general warranty deed in the form customarily used in similar transactions in the State of Alabama and with full covenants of warranty, subject only to such exceptions or other matters deemed acceptable to Buyer, in Buyer's sole discretion. Seller shall pay for: (i) Seller's attorney's fees; (ii) deed preparation; (iii) the ALTA Title Insurance Commitment and Policy; and (iv) costs and fees of closing agent. Buyer shall pay for: (i) cost of the survey, if required; (ii) Buyer's attorney's fees; and (iii) all recording costs.

8. Proration of Taxes -- Ad valorem taxes applicable to Seller's Property shall be prorated between Buyer and Seller as of the date of 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 therefore.

9. Agency Disclosure -- Except as expressly set forth herein, Seller and Buyer acknowledge that Andrew R. McKinney is a licensed attorney and real estate agent in the State of Alabama who is representing the Seller, and the Seller shall be responsible for any legal fees or real estate commissions or fees related to the services provided by Mr. McKinney. Seller and Buyer hereby acknowledge that no real estate agents or brokers are acting on behalf of either party, and that no commissions are to be paid by either party. Each party agrees to indemnify and hold harmless the other from any claim made by brokers or agents who claim to act for the party sought to be charged for a commission, compensation, brokerage fees, or similar payment in connection with this transaction and against any and all expense or liability arising out of any such claim.

10. Assignment -- No assignment of this Contract 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.

11. Binding Effect -- This Contract 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.

12. Survival -- Each and every provision of this Contract shall survive the closing and shall not be nullified or affected by the Closing.

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

14. Entire Agreement -- This Contract and the documents referred to in this Contract 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.

15. 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 Contract or any amendments or exhibits hereto.

16. Miscellaneous -- Words of any gender used in this Contract shall be held and construed to include any other gender, and words in singular number shall be held to include the plural and vice versa, unless context requires otherwise. The captions used in connection with the sections of this Contract are for convenience only and shall not be deemed to construe or limit the meaning of the language contained in this Contract, or be used in interpreting the meanings and provisions of this Contract.

17. Governing Law -- This Contract 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.

18. Counterparts -- This Contract may be executed in any number of counterparts, all of which taken together shall constitute one contract, and any of the parties hereto may execute the Contract by signing any such counterpart.

19. Required Approvals -- This Contract shall be conditioned upon and subject to the approval of the Baldwin County Commission. In addition, this Contract is contingent upon Seller obtaining approval from the Baldwin County Circuit Court and Baldwin County Probate Court for the sale of Seller's Property.

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.

SIGNATURE PAGES AND NOTARIES TO FOLLOW:

SELLER:

_____

JAMES L. HORAK, SR., AS PERSONAL REPRESENTATIVE OF THE ESTATE OF JOSEPH JAMES GOTTLER, JR.

STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned authority, a Notary Public, in and for said County in said State, hereby certify that JAMES L. HORAK, SR., AS PERSONAL REPRESENTATIVE OF THE ESTATE OF JOSEPH JAMES GOTTLER, JR., 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 executed the same voluntarily on the day the same bears date.

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

_____

Notary Public

My Commission Expires: _____

BUYER:

BALDWIN COUNTY, ALABAMA

Billie Jo Underwood

By: Billie Jo Underwood

Its: Chairman

ATTEST:

By: Wayne Dyess
County Administrator

STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Billie Jo Underwood, 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 17 day of March, 2020.

Miranda M. McKenna
Notary Public
My Commission Expires: February 25, 2023

Instrument prepared by:
Andrew R. McKinney, P.C.
Attorney at Law
Post Office Box 2999
Gulf Shores, AL 36547
(251) 967-2166

[redacted]

BALDWIN COUNTY COMMISSION
DISBURSEMENT FUND 705
312 Courthouse square Suite 11
Bay Minette, AL 36507

HANCOCK BANK
MOBILE, AL
[redacted]
[redacted]

Check No. - [redacted]

Check Date - 3/17/2020

PAY:
FIVE HUNDRED AND 00/100**********

AMOUNT $*******500.00

VOID IF NOT CASHED IN 60 DAYS

TO THE ORDER OF:
PROFESSIONAL LAND TITLE, INC.
3479-A GULF SHORES PKWY
GULF SHORES AL 36542

Billie Jo Underwood
CHAIRMAN SIGNATURE

Adria Cau Harrison
AUTHORIZED SIGNATURE

Photo Safe Deposit®
Details on Back.

[redacted]

[redacted]

Stub 1
For Check No. - [redacted]

INVOICE NUMBER	DATE	DESCRIPTION	AMOUNT PAID
3172020	3/17/2020	EARNEST MONEY; ELBERTA	500.00
		TOTAL	**500.00**

[redacted]

Baldwin County Commission

Agenda Action Form

File #: 20-1519, **Version:** 1 **Item #:** BM1

Meeting Type: BCC Regular Meeting
Meeting Date: 9/15/2020
Item Status: New
From: Cian Harrison, Clerk/Treasurer
Submitted by: Makayla Shiver, Jr. Staff Accountant

ITEM TITLE
Election Expense Funding Application Related to COVID-19

STAFF RECOMMENDATION
Take the following actions:

1) Approve the total of $47,953.23 to be included on the application to the Secretary of State for reimbursement related to the prevention, preparation and response to the COVID-19 Pandemic as it specifically relates to the November 3, 2020 General Election; and

2) Authorize the Sheriff of Baldwin County to sign the Total Request and Certification if any requested funding is applicable to the Baldwin County Sheriff's Office; and

3) Authorize the Judge of Probate of Baldwin County to sign the Total Request and Certification if any requested funding is applicable to the Judge of Probate; and

4) Authorize the Absentee Election Manager of Baldwin County to sign the Total Request and Certification if any requested funding is applicable to the Absentee Election Manager; and

5) Authorize the Chairman to sign the Total Request and Certification and submit the documentation to the Secretary of State for reimbursement.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: In response to the COVID-19 pandemic, Congress has allocated $6,473,612.00 to the State of Alabama to prepare for and respond to election activities related to the July 14 Primary Runoff Election and the November 3, 2020 General Election.

Alabama is required to match this funding by 20% ($1,294,722.00). While some states are considering or requiring local jurisdictions to match what they are allocated, Secretary of State John Merrill has ordered the entire match to be paid from Secretary of State's funds. Secretary Merrill

understands the pressure being placed on Alabama's counties at this time and does not want them to have to worry about finding the funds to be eligible for CARES Act funding. With the $6,473,612.00 allotment from EAC and the $1,294,722.00 match from the Alabama Secretary of State's Office, the total funding available to Alabama is $7,768,334.00.

This funding will be used to reimburse county commissions, by and through the Secretary of State's Office, for various election expenses including, but not limited to, personal protective equipment (PPE), masks, gloves, disinfectant spray, cleaning supplies, hand sanitizer, alcohol wipes and professional cleaning services to prepare and return polling places back to a safe and sanitary condition. Any item purchased as personal protective equipment or used to sanitize and disinfect must be approved for use by the Centers for Disease Control and Prevention, the U.S. Environmental Protection Agency or other governmental authority

•The Secretary of State will reimburse counties, from CARES Act funds, for their AEM's days worked from March 4, 2020 until May 19, 2020. To receive this reimbursement, a county will be required to attach the AEM Attendance Report to document the days worked in their COVID-19 Application to the Secretary of State. In addition for the November General Election, two temporary staff to assist the EAM at $75 each day per temporary staff member is reimbursable for the period September 9, 2020 to November 10, 2020.

•The Secretary of State's Office will reimburse the county to pay each duly appointed poll worker who works on election day an additional $25.00 for the July, 2020 Primary Election and $50 for the November, 2020 General Election (AEMs are not eligible for this supplemental pay). To receive this reimbursement, the county will be required to attach a list of all county's poll workers to their COVID-19 Application submitted to the Secretary of State.

•The Secretary of State's office will reimburse counties for personal protective equipment (PPE), masks, gloves, disinfectant spray, cleaning supplies, hand sanitizer, alcohol wipes and professional cleaning services to prepare and return polling places to a safe and sanitary condition. In addition for the November General Election, one extra DS200 voting tabulator for the AEM's Office to efficiently handle an anticipated increase in absentee ballots is reimbursable. For reimbursement, invoices, receipts or quotes will be required to be attached to the county's COVID-19 Application.

For Expenses related to the November 3, 2020, General Election, the deadline for the County Commission to submit an application will be October 2, 2020.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

N/A

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: October 2, 2020

Individual(s) responsible for follow up: Makayla Shiver and Donna Bryars, Finance and Accounting

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Please return signed documents back to Finance and Accounting.

Additional instructions/notes: N/A

Baldwin County Commission

Agenda Action Form

File #: 20-1522, **Version:** 1 **Item #:** BM2

Meeting Type: BCC Regular Meeting
Meeting Date: 9/15/2020
Item Status: New
From: Ronald J. Cink, Budget Director
Submitted by: Shelby Middleton, Audit Compliance Officer

ITEM TITLE
Sales and Use Tax Collection Agreement between Baldwin County Commission and Baldwin County Board of Education - Section 45-2-243 of the Code of Alabama 1975

STAFF RECOMMENDATION
As authorized by Section 45-2-243 of the Code of Alabama 1975, and without limitation, execute a Sales and Use Tax Collection Agreement between the Baldwin County Board of Education and Baldwin County Commission to renew and continue the Baldwin County Commission's collection of certain revenue applicable to the Baldwin County Board of Education. (*The Sales and Use Tax Collection Agreement shall commence October 1, 2020, and expire September 30, 2023, unless terminated sooner in accordance with the Agreement*.)

BACKGROUND INFORMATION

Previous Commission action/date: September 05, 2017

Background: Act No. 2000-445 codified as Section 45-2-243 of the Code of Alabama 1975 (The Act) authorizes, among other things, the Baldwin County Commission to enter into an agreement by which a designee may administer, enforce and collect county taxes and license fees due to Baldwin County Commission or accomplish the same itself and, thus, self-collect. The Act authorizes such permissive authority for the County to self-collect as aforementioned described only upon a resolution adopted by the Baldwin County Commission. The Baldwin County Commission, during their November 21, 2000, regular meeting, adopted Resolution #2001-07 in order for Baldwin County to itself administer, collect and enforce all County Sales and Use Taxes for the Baldwin County Commission and Baldwin County Board of Education. The Baldwin County Board of Education approved this arrangement during their August 31, 2020, meeting contingent upon a signed agreement between the Baldwin County Commission and Board of Education.

Section 45-2-243 also provides that if the County self collects that the Baldwin County Commission may retain not more than two (2%) percent of the total amount of taxes collected to be distributed to any other entity.

Section 45-2-243 further provides that any contract or alteration thereto or any resolution made pursuant to the statute under which revenue is collected for the Baldwin County Board of Education shall be approved by a resolution of the Baldwin County Board of Education prior to implementation and must be reviewed for renewal the third year of implementation and each subsequent three-period thereafter. *The agenda item deals with the renewal of the Sales and Use Tax Collection Agreement between the Baldwin County Commission and Baldwin County Board of Education in order for the Baldwin County Commission to continue collecting County Sales and Use Taxes for and due to the Baldwin County Board of Education.* The current agreement was approved by the Baldwin County Commission during their September 05, 2017, regular meeting, for a three-year contractual term of October 1, 2017, to September 30, 2020.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?
No, renewal of standard agreement

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? No

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administrative staff

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

Mr. Eddie Tyler
Superintendent of Education
Baldwin County Board of Education
2600 A North Hand Avenue
Bay Minette, Alabama 36507

cc: Ronald J. Cink, Heather Gwynn

Additional instructions/notes: N/A

STATE OF ALABAMA)

COUNTY OF BALDWIN)

SALES AND USE TAX COLLECTION AGREEMENT

(Baldwin County Board of Education and Baldwin County Commission)

This SALES AND USE TAX COLLECTION AGREEMENT (the "Agreement") is made by and between the BALDWIN COUNTY BOARD OF EDUCATION, an agency of the State of Alabama (the "Board"), and the BALDWIN COUNTY COMMISSION, the honorable county governing body of Baldwin County, Alabama, and a political subdivision of the State of Alabama (the "Commission").

Presently, the Board and Commission operate under an Agreement whereby the Commission administers, collects and enforces all county levied sales and use taxes where the tax revenue is paid in whole or in part to the Board, said instrument set to expire September 30, 2020, and will be replaced with this Agreement.

Recitals:

1. Pursuant to Alabama law as set forth in Act No. 2000-445 (the "Act"), the Commission is authorized and empowered to enter into agreements to administer, collect and enforce certain taxes and fees.

2. Pursuant to Amendment No. 879 of the Constitution of Alabama 1901 ("Amendment No. 879"), the Commission is authorized to collect the county sales and use taxes and to enforce the provisions of Amendment No. 879, and it shall have and exercise all rights and remedies that the state has for the collection of the state sales tax and the state use tax (as the case may be).

3. The Commission and Board desire to enter into this Agreement pursuant to the Act and Amendment No. 879 for the collection of revenue from sales taxes and use taxes for the Board.

1. Taxes Collected:

The taxes collected under this Agreement are all county levied sales and use taxes and all sales and use taxes levied under the authority of Amendment No. 879 where the tax revenue is paid in whole or in part to the Board ("the taxes").

2. Tax Collection by the Commission:

Subject to applicable laws, rules, regulations and procedures, the Commission will administer, collect and enforce the taxes. The taxes will be held in an interest-bearing account until remitted to the Board. The Commission will use its best efforts to administer, collect and enforce the taxes so that the Board receives timely payment of revenues due from the taxes. The Commission will employ qualified personnel provided with the office space and resources to administer collect and enforce the taxes. In administering, collecting and enforcing the taxes, the Commission will indemnify and hold the Board harmless for liability arising from or in connection with any and all negligent, wanton or intentional acts

or embezzlement by agents, servants, and employees of the Commission; provided that the Commission shall not be liable to the Board for refunds, exemptions or claims for the reimbursement of taxes by taxpayers or otherwise.

3. Remittances to the Board:

The Commission will remit, bi-monthly, the Board's portion of the taxes to the Board as follows:

Beginning October 1, 2020, on the regular Commission meetings on the 1st and 3rd Tuesday of each consecutive month thereafter (or on the date of any rescheduled regular meeting of the Commission), the Commission will disburse to the Board all tax revenues collected by the Commission for the Board, together with the Board's share of interest earned thereon, during the previous month.

4. Records:

The Commission will retain all reports, records and other documents in connection with administering, collecting and enforcing the taxes for a period of five (5) years. On or before the date of each monthly remittance to the Board of the Board's portion of the taxes, the Commission will provide the Board with a full and complete report of tax collection activity which will include, without limitation, the following:

(a) The total amount of taxes collected during the previous month.

(b) That portion of the total taxes collected from use tax and that portion of the total taxes collected from sales tax.

(c) The total amount withheld for collection of taxes.

(d) The amount of interest earned on the collected taxes.

(e) Any and all other records reasonably requested in writing by the Board.

Subject to the applicable laws, rules, regulations and procedures, the Board shall have the right to inspect and copy any and all reports, records and correspondence of the Commission in connection with the Commission's administering, collecting and enforcing the taxes at any time, to audit the same in the collection premises and to take all action in connection with such audit.

5. Collection Costs to the Board:

The Board shall pay Commission two percent (2%) of gross taxes collected for administering, collecting and enforcing the taxes ("the Collection Cost").

6. Term:

This Agreement is for a term of three (3) years beginning October 1, 2020 and ending September 30, 2023. Provided, however, any party to this Agreement may terminate this Agreement by providing written notice of not less than ninety (90) days to the other party. In the event this Agreement is terminated by the Board during the term, the Board shall continue to pay its Collection Costs to the Commission for a period of six (6) months after termination.

7. Miscellaneous:

(a) Assignment. This Agreement may not be assigned by any party hereto without the consent of the other parties hereto.

(b) Successors Bound. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(c) Section and Paragraph Headings. The section and paragraph headings in this Agreement are for reference purposes only shall not affect the meaning or interpretation of this agreement.

(d) Designation. The terms "the Board" and "the Commission" as used herein shall include agents, servants and employees of the Board and the Commission designated to act on their respective behalf.

(e) Amendment. This Agreement may be amended only by an instrument in writing executed by all parties hereto.

(f) Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto, and supersedes all prior understandings with respect to the subject matter hereof.

(g) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument.

(h) Governing Law. This Agreement shall be construed and enforced under and in accordance with and governed by the Constitution and laws of the State of Alabama.

(i) Provision Severable. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of anyone or more of the provisions of this Agreement shall not affect the validity or enforceability of the other provisions.

(j) Compliance with Law. The Commission and the Board will comply at all times with all laws, rules and regulations of governmental authorities having jurisdiction and applicable to them under this Agreement including, without limitation, bid laws and rights protected by state and federal constitutions and statutes.

(k) Construction. Nothing contained in this Agreement shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent or of any association between the Board and the Commission, and no acts by either the Board of the Commission shall be deemed to create such relationship.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the _____ day of _____ 2020.

BALDWIN COUNTY BOARD OF EDUCATION
An Agency of the State of Alabama

_____
JaNay Dawson, President

ATTEST:

_____
Eddie Tyler, Superintendent and Ex Officio Secretary

BALDWIN COUNTY COMMISSION
The Honorable County Governing Body of Baldwin County, Alabama, and a political subdivision of the State of Alabama

_____
Billie Jo Underwood, As Its Chairman

ATTEST:

_____
Wayne Dyess, County Administrator

Attachment – Code of Alabama, 1975, as amended, §45-2-243

NOTARY PAGE TO FOLLOW

STATE OF ALABAMA)

BALDWIN COUNTY)

I, the undersigned authority, a Notary Public in and for said COUNTY in said state, hereby certify that, JaNay Dawson, as President of the Baldwin County Board of Education, and Eddie Tyler, Superintendent and Ex Officio Secretary of the Baldwin County Board of Education, who are known to me, acknowledged before me on this day that, being informed of the contents of said Sales and Use Tax Collection Agreement, they, as such officers and with full authority, executed the same voluntarily for and as the act of said Baldwin County Board of Education on the day the same bears date.

Given under my hand and seal this the _____ day of _____, 2020.

_____
NOTARY PUBLIC
My Commission Expires: _____

STATE OF ALABAMA)

BALDWIN COUNTY)

I, the undersigned authority, a Notary Public in and for said COUNTY in said state, hereby certify that, Billie Jo Underwood, whose name as Chairman of the Baldwin County Commission, and Wayne Dyess, whose name as County Administrator of the Baldwin County Commission, who are known to me, acknowledged before me on this day that, being informed of the contents of said Sales and Use Tax Collection Agreement, they, as such officers and with full authority, executed the same voluntarily for and as the act of said Baldwin County Commission on the day the same bears date.

Given under my hand and seal this the _____ day of _____, 2020.

_____
NOTARY PUBLIC
My Commission Expires: _____

Section 45-2-243

Designees; compensation; powers.

(a) The Baldwin County Commission and any municipality located in Baldwin County, if authorized by resolution or ordinance duly adopted by the Baldwin County Commission or the governing body of the municipality, may enter into agreements by which a designee may administer and enforce any tax or license enacted by the county or a municipality, and collect the taxes and license fees due thereunder or, in the case of a county levied tax or license, the county commission may by resolution duly adopted, administer, collect, and enforce any county levied tax or license fee. For purposes of this section, a designee means any entity, person, or corporation, including, but not limited to, the State Department of Revenue, designated by resolution or ordinance of the Baldwin County Commission or a municipality to act for or on behalf of the county or municipality. A county or a municipality may agree to pay the designee compensation for its services, not to exceed three percent of the aggregate amount collected pursuant to the agreement, or in the event the county commission elects to administer, collect, and enforce a county levied tax or license fee, the county commission may retain not more than two percent of aggregate amount collected to be distributed to any other entity. Any contract or alteration thereto or any resolution made pursuant to this section under which revenue is collected for the Baldwin County Board of Education shall be approved by a resolution of the Baldwin County Board of Education prior to implementation and must be reviewed for renewal the third year of implementation and each subsequent three-year period thereafter.

(b) The designee, in the performance of any contract or agreement and the administration and enforcement of any local tax and license collection, or the county commission, shall have the same rights, remedies, powers, and authorities as would be available to the State Department of Revenue or the municipality if the tax or license collection were being administered and enforced by the State Department of Revenue or the municipality and shall report information on new accounts to the State Department of Revenue on a monthly basis; provided, however, that any rules and regulations adopted or utilized by Baldwin County or its designee shall be consistent with the rules and regulations of the State Department of Revenue.

(Act 95-664, p. 1376, §§1, 2; Act 2000-445, p. 802, §1.)

Section 45-2-243

Designees; compensation; powers.

(a) The Baldwin County Commission and any municipality located in Baldwin County, if authorized by resolution or ordinance duly adopted by the Baldwin County Commission or the governing body of the municipality, may enter into agreements by which a designee may administer and enforce any tax or license enacted by the county or a municipality, and collect the taxes and license fees due thereunder or, in the case of a county levied tax or license, the county commission may by resolution duly adopted, administer, collect, and enforce any county levied tax or license fee. For purposes of this section, a designee means any entity, person, or corporation, including, but not limited to, the State Department of Revenue, designated by resolution or ordinance of the Baldwin County Commission or a municipality to act for or on behalf of the county or municipality. A county or a municipality may agree to pay the designee compensation for its services, not to exceed three percent of the aggregate amount collected pursuant to the agreement, or in the event the county commission elects to administer, collect, and enforce a county levied tax or license fee, the county commission may retain not more than two percent of aggregate amount collected to be distributed to any other entity. Any contract or alteration thereto or any resolution made pursuant to this section under which revenue is collected for the Baldwin County Board of Education shall be approved by a resolution of the Baldwin County Board of Education prior to implementation and must be reviewed for renewal the third year of implementation and each subsequent three-year period thereafter.

(b) The designee, in the performance of any contract or agreement and the administration and enforcement of any local tax and license collection, or the county commission, shall have the same rights, remedies, powers, and authorities as would be available to the State Department of Revenue or the municipality if the tax or license collection were being administered and enforced by the State Department of Revenue or the municipality and shall report information on new accounts to the State Department of Revenue on a monthly basis; provided, however, that any rules and regulations adopted or utilized by Baldwin County or its designee shall be consistent with the rules and regulations of the State Department of Revenue.

(Act 95-664, p. 1376, §§1, 2; Act 2000-445, p. 802, §1.)

AMENDMENT 879 RATIFIED

Baldwin County: Tax - Schools; Sales and Use.

(a) As used in this amendment, the term "state sales tax" means the tax or taxes imposed by Division 1 of Article 1 of Chapter 23 and by Article 3 of Chapter 23 of Title 40 of the Code of Alabama 1975, as amended (herein called "the Code"), including all other statutes of the State of Alabama (herein called "the state") which expressly set forth any exemptions from the computation of the taxes levied in Division 1 or Article 3 and all other statutes which expressly apply to, or purport to affect, the administration of Division 1 or Article 3 and the incidence and collection of the taxes imposed therein; and the term "state use tax" means the tax or taxes imposed by either Article 2 or Article 3 of Chapter 23 of Title 40 of the Code, including all other statutes of the state which expressly set forth any exemptions from the computation of the tax levied in Article 2 or Article 3 and all other statutes of the state which expressly apply to, or purport to affect, the administration of Article 2 or Article 3 and the incidence and collection of the taxes imposed therein.

(b) Subject to the provisions of this amendment, there are hereby levied in Baldwin County (herein called "the county"), in addition to all other taxes now authorized, or that may hereafter be authorized by the Constitution and laws of Alabama, to be levied in the county, sales and use taxes (herein together called "the county sales and use taxes") that parallel, except for the rate or rates of such taxes (as hereinafter specified), the state sales tax and the state use tax. The duration of the levy of the county sales and use taxes hereunder shall be a period of five (5) years, commencing on June 1, 2013, subject to extension or renewal as authorized by the Legislature in accordance with a local legislative act.

(c) The rate of the county sales and use taxes shall be one percent on any transaction that is subject to taxation by the state pursuant to the provisions of (i) either subdivision (1), subdivision (2), or subdivision (5) of Section 40-23-2 of the Code, or (ii) subsection (a) of Section 40-23-61 of the Code.

(d) The rate of the county sales and use taxes shall be one-half of one percent (.5%) on any transaction that is subject to taxation by the state pursuant to the provisions of (i) either subdivision (3) or subdivision (4) of Section 40-23-2 of the Code; or (ii) either subsection (b) or subsection (c) of Section 40-23-61 of the Code; (iii) either Section 40-23-37 or Section 40-23-63, Code of Alabama 1975; or (iv) Article 3 of Chapter 23 of Title 40 of the Code, as the case may be.

(e) The county sales and use taxes shall, as the Baldwin County Commission (hereafter "the commission") may from time to time determine, be collected either by the commission or by any person, firm, or corporation (whether public or private) with which the commission may contract to collect the county sales and use taxes or any other tax or taxes levied by, or in, the county, all in accordance with, and subject to, applicable provisions of law as are from time to time in effect.

(f) All provisions of law from time to time in effect with respect to the payment, assessment, and collection of the state sales tax and the state use tax, and any and all reports, records, and penalties for failure to pay such taxes, the promulgation of rules and regulations with respect to such taxes, and the administration and enforcement of such taxes or such provisions of law (as the case may be), shall, to the extent not inconsistent with this amendment, apply to the county sales and use taxes.

(g) The commission shall remit to any local boards of education in the county in accordance with state law all amounts collected by the commission from the sales and use tax levied pursuant to the terms

of this amendment, less collection fees charged by the commission in accordance with this amendment, applicable state law and any agreements entered into between the commission and the Baldwin County Board of Education or any local board of education in the county not inconsistent with this amendment or state law.

(h) Notwithstanding any provision of law now existing or hereafter enacted by the Legislature, the board of education shall pay, or shall cause to be paid, all costs and expenses incurred (whether by the state, the county or any other political subdivision or public body) in connection with the call, conduct, canvass or contest of any special election hereafter held (whether pursuant to, or in accordance with, the provisions of this amendment or otherwise) for the purpose of levying, or authorizing the levy of, any tax (regardless of the character or nature thereof) all or a majority of the revenues from which may, prior to such special election, be dedicated by constitutional amendment, general law, statute, local legislative act or otherwise (or by ordinance or resolution of the commission) for public school or public educational purposes in the county, or which may be otherwise payable (or paid) to the Baldwin County Board of Education. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or termination of any sales or use tax levied, extended or renewed pursuant to other provisions of this amendment.

(i) The commission is hereby empowered to collect the county sales and use taxes and to enforce the provisions of this amendment, and it shall have and exercise all rights and remedies that the state has for the collection of the state sales tax and the state use tax (as the case may be).

(j) The foregoing provisions of this amendment shall be and are hereby declared to be self-executing; but the Legislature may enact general or local laws that implement, supplement or further any or all of the foregoing provisions of this amendment.

RESOLUTION

BE IT RESOLVED BY THE BALDWIN COUNTY BOARD OF EDUCATION (the "Board") in regular meeting assembled on August 31, 2020, hereby approve and the President be, and is hereby, authorized and directed to execute and to deliver a Sales and Use Tax Collection Agreement in form substantially the same the Sales and Use Tax Collection Agreement to the Baldwin County Commission.

That the Baldwin County Board of Education hereby ratifies and confirms all that the President shall do in the premises including the execution of the Agreement.

STATE OF ALABAMA

COUNTY OF BALDWIN

I, Eddie Tyler, Superintendent and Ex-officio Secretary of Baldwin County Board of Education, do hereby certify that the foregoing is a true and correct copy of a resolution of the Board adopted at its meeting held on August 31, 2020 and that the same is in full force and effect.

WITNESS my hand and seal of the Baldwin County Board of Education this 31st day of August, 2020.

EDDIE TYLER
As Superintendent and
Ex-Officio Secretary

Baldwin County Commission

Agenda Action Form

File #: 20-1521, **Version:** 1 **Item #:** BN1

Meeting Type: BCC Regular Meeting
Meeting Date: 9/15/2020
Item Status: New
From: Joey Nunnally, P.E., County Engineer
Tyler Mitchell, P.E., Construction Manager
Submitted by: Halley Black, Office Manager

ITEM TITLE
Case No. S-18034 - Turnberry Crossing, Phase 2 - Release Maintenance Bond

STAFF RECOMMENDATION
Authorize staff to release the Surety Document (Maintenance Bond) from Fidelity and Deposit Company of Maryland on behalf of Ammons & Blackmon for Turnberry Crossing, Phase 2, in the amount of $98,775.73 which guaranteed the workmanship and materials of the roadway and drainage improvements within the public right-of-way as shown on the approved Final Plat and "As-Built" construction plans.

BACKGROUND INFORMATION

Previous Commission action/date: September 18, 2018

Background: The Commission accepted Kudu Avenue (276.57 LF), Eiland Drive (943.00 LF) and Impala Drive (259.91 LF) in Turnberry Crossing, Phase 2 and authorized said roads to be added to the County Maintenance List. The Commission also approved the Subdivision Roadway and Drainage Improvements Acceptance Agreement and accepted a surety document from Fidelity and Deposit Company of Maryland on behalf of Ammons & Blackmon in the amount of $98,775.73 to guarantee the workmanship and materials of the roadways and drainage improvements with the public rights-of-way as shown on the approved Final Plat and "As-Built" construction plans.

The workmanship and materials for the roadways and drainage improvements have been inspected and approved in accordance with the *Baldwin County Subdivision Regulations.*

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 - Construction Section to release and return surety document.

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

Additional instructions/notes: N/A

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 **($98,775.73) Ninety Eight Thousand, Seven Hundred Seventy Five Dollars, and 73/100**, 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 **Turnberry Development 2016, LLC.** (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 Obligee, 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: _____

John T. Thomas, Attorney In Fact

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 Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **DAVID MCVICKER, 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., Maria A. DAVISON and Christopher T. THOMAS, 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 7th day of September, A.D. 2017.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: _____
Assistant Secretary
Dawn E. Brown

_____
Vice President
David McVicker

State of Maryland
County of Baltimore

On this 7th day of September, A.D. 2017, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **DAVID MCVICKER, Vice President, and DAWN E. BROWN, Assistant 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, deposeth 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.

_____
Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019

BALDWIN COUNTY
HIGHWAY DEPARTMENT

P.O. BOX 220
SILVERHILL, ALABAMA 36576
TELEPHONE: (251) 937-0371
FAX (251) 937-0201

JOEY NUNNALLY, P.E.
COUNTY ENGINEER

August 31, 2020

To: Joey Nunnally, PE
County Engineer

From: Alfreda Jeffords,
Permit/Subdivision Manager

RE: S-18034 – Turnberry Crossing, Phase 2 – Release of Surety

Please allow this letter to serve as notification that the workmanship and materials for the roadways and drainage improvements on the above referenced subdivision have been inspected and approved in accordance with the *Baldwin County Subdivision Regulations*.

Release of surety is hereby authorized.

Please contact me if any further information is required.

Thank you.

Alfreda Jeffords,
Permits/Subdivision Manager

cc: file

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

JOEY NUNNALLY, P.E.
COUNTY ENGINEER

July 27, 2020

Ammons and Blackmon
9695 Stagecoach Comm Park Circle
Spanish Fort, AL 36527

S-16054- Turnberry Crossing, Phase 2 – Bond Release

Dear Mr. Ammons,

The above referenced subdivision was inspected on June 23, 2020 for compliance with the submitted construction plans, there are no deficiencies at this time.

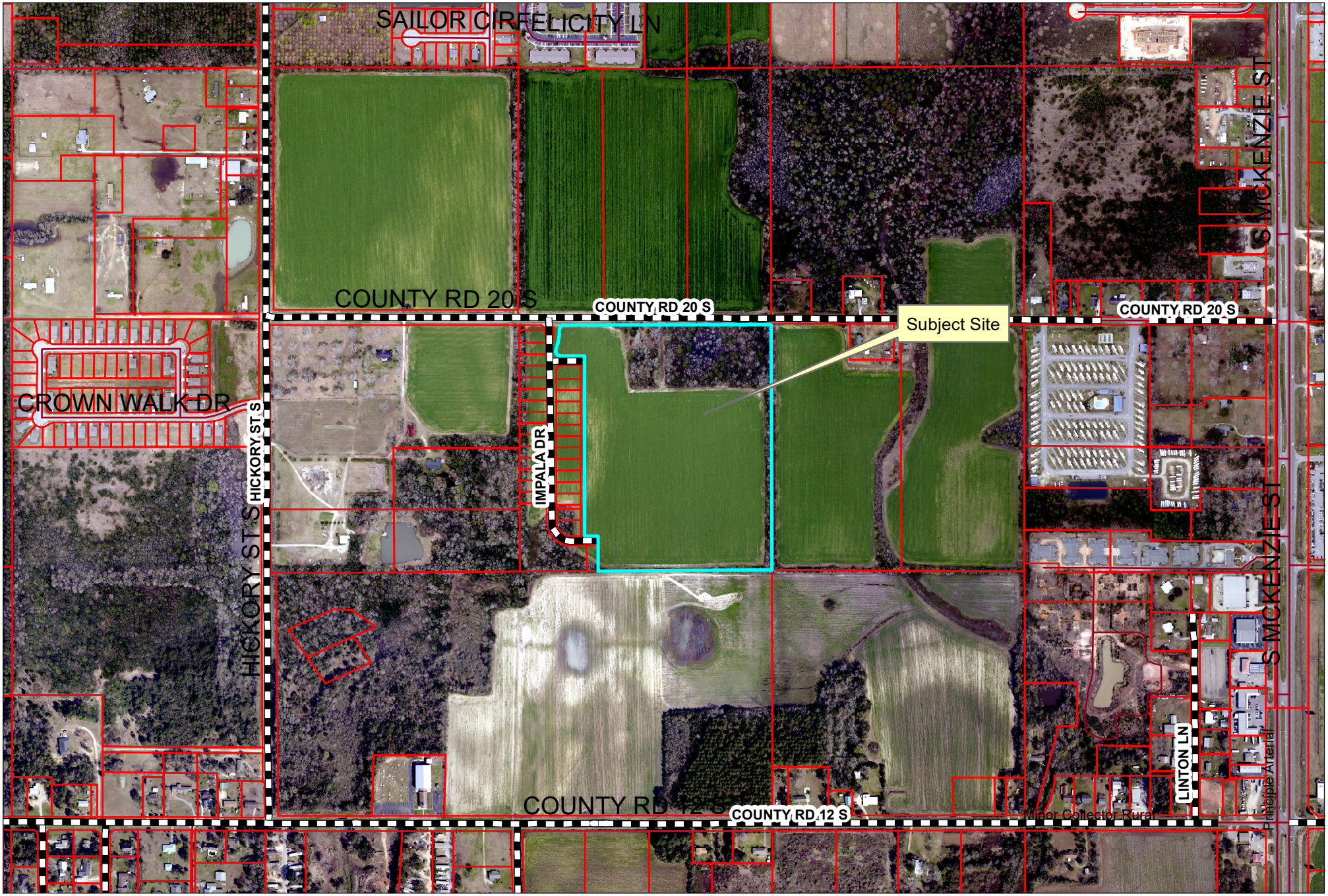
If you have any questions or concerns, do not hesitate to contact me at (251) 202-1693 or at jlundy@co.baldwin.al.us

Sincerely,

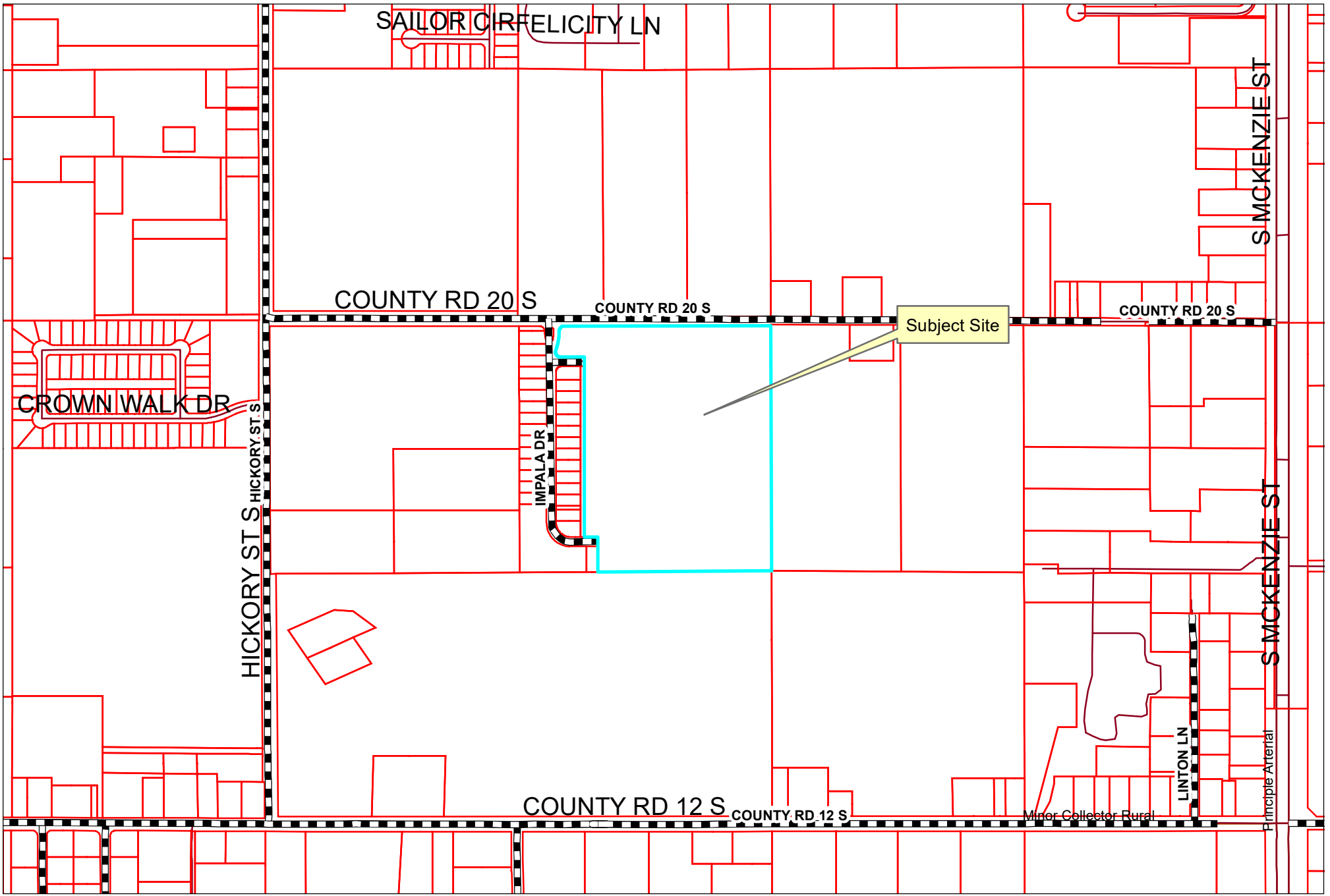
John Lundy
Permit/Subdivision Inspector

Cc: File

S-18032 Turnberry Crossing, Ph 2
Accept for Maintenance - Site Map



S-18032 Turnberry Crossing, Ph 2
Accept for Maintenance - Locator Map



Baldwin County Commission

Agenda Action Form

File #: 20-1558, **Version:** 1 **Item #:** BN2

Meeting Type: BCC Regular Meeting
Meeting Date: 9/15/2020
Item Status: New
From: Joey Nunnally, P.E., County Engineer
Beth Burnett, Chief Accountant
Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE
County Information Management System (CIMS) User License Agreement with Diversified Computer Services

STAFF RECOMMENDATION
Approve and authorize the Chairman to execute the County Information Management System (CIMS) Software License Agreement with Diversified Computer Services, LLC which is specifically designed to capture and manage Baldwin County Highway Department data. *(The term of this Agreement shall commence as of October 1, 2020, and shall continue until September 30, 2021, with the understanding this Agreement is subject to earlier termination as provided within the Agreement.)*

BACKGROUND INFORMATION

Previous Commission action/date: Annual

Background: The Commission has approved an annual Software License Agreement with Diversified Computer Services, LLC since 2005. County Information Management System (CIMS) is designed to capture and manage Baldwin County Highway Department data. The program generates over 100 detailed reports which increases productivity and simplified information management. CIMS is beneficial for reporting to the Commission and managing the Baldwin County Highway Department.

FINANCIAL IMPACT

Total cost of recommendation: $9,000.00

Budget line item(s) to be used: 53100.5235

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

LEGAL IMPACT

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

Reviewed/approved by: County Attorney is currently reviewing.

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration Staff

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Administration Staff have two (2) original agreements executed by the Chairman. Send an original agreement to Diversified Computer Services and a copy to the Highway Department (Beth Burnett).

Contact:

Mr. Danny L. Floyd
Diversified Computer Services
8200 Old Federal Road
Montgomery, Alabama 36117

Additional instructions/notes: N/A

DIVERSIFIED COMPUTER SERVICES, L.L.C.
LICENSE AGREEMENT
(Software & Services)

THIS AGREEMENT is entered into as of October 1, 2020 ("Effective Date"), by and between Diversified Computer Services, L.L.C., an Alabama limited liability company with its principal office located at 8200 Old Federal Road, Montgomery, AL 36117, Telephone: (334) 260-8453, Facsimile: (334) 260-8488, Contact and email: Danny Floyd, dlfloyd@dcs-dcs.com ("DCS"), and Baldwin County Commission, a governmental entity with its principal office located at 312 Courthouse Square, Suite 12, Bay Minette, Alabama 36507, Telephone: (251) 937-0264, Facsimile: (251) 580-2500, Contact and email: rcink@baldwincountyal.gov ("Licensee").

WHEREAS, DCS has the right to license the Licensed Software, as defined below; and

WHEREAS, the parties desire that DCS license to Licensee non-exclusive rights to use the Licensed Software for Licensee's internal use on computers under the control of Licensee, all in accordance with the terms and conditions thereof;

NOW, THEREFORE, in reliance on the mutual covenants and promises, representations and agreements set forth herein, the parties agree as follows:

1. Definitions.

1.1 "Licensed Software." Computer program(s) specified on the Product and Price List attached as Exhibit A in object code form only and related user manuals and documentation, together with any additional computer programs, manuals, or documentation that may be licensed in the future or otherwise provided by DCS as updates, upgrades, or modifications to the Licensed Software.

1.2 "Authorized Copies." The number of copies of the Licensed Software for which license fees are fully paid by Licensee and that are authorized for use by DCS in the Product and Price List attached as Exhibit A. The number of Authorized Copies may be increased by Licensee from time-to-time by purchasing additional licenses as provided in Section 5.

1.3 "Proprietary Rights." All rights in and to copyrights, rights to register copyrights, trade secrets, inventions, patents, patent rights, trademarks, trademark rights, confidential and proprietary information protected under contract or otherwise under law, and other similar rights or interests in intellectual or industrial property.

2. License Grant. Subject to the terms and conditions hereof, DCS hereby grants to the Licensee, and Licensee hereby accepts, a limited, non-exclusive and non-transferable license under the Proprietary Rights of DCS and its licensors to copy, distribute, install, and use the Authorized Modules of the Licensed Software as provided in the Product and Price List attached as Exhibit A.

3. Restrictions. Licensee may copy and use the Licensed Software only (i) for its intended use as specified in the accompanying documentation for Licensee's internal business operations, and (ii) for Licensee's reasonable back-up and archival purposes. Licensee shall not, in whole or in part, (i) modify,

disassemble, decompile, reverse compile, reverse engineer, translate, copy, or in any way duplicate the Licensed Software for any purpose, or attempt to derive a source code language version of the Licensed Software, except as expressly authorized herein; or (ii) permit the Licensed Software to be sublicensed, re-marketed, redistributed, or used as part of a service bureau. All rights not expressly granted to Licensee herein are expressly reserved by DCS.

4. License and Technical Support Fees for Subscription Licenses. License fees and technical support fees are combined for subscription licenses. Fees and related payment terms are provided on the Product and Price List attached as Exhibit A, and Licensee shall pay fees in accordance with such terms and conditions. Licensee may purchase additional licenses. The prices stated are exclusive of all taxes based on or in any way measured by the Agreement, the Licensed Software, or any portion thereof, or any services related thereto, excluding taxes based on DCS's net income, but including personal property taxes. Licensee shall pay all such taxes either as levied by taxing authorities or as invoiced by DCS. If Licensee challenges the applicability of any such tax, Licensee shall nevertheless pay such tax and may thereafter challenge such tax and seek a refund thereof.

5. Purchase of Additional Licenses. If Licensee purchases license rights for additional Licensed Software and/or Authorized Copies, such additional licenses shall be governed by the terms and conditions hereof. Except as may be expressly provided on the Product and Price List attached as Exhibit A, pricing for additional licenses shall be in accordance with DCS's then-current price list, which may be updated by DCS from time to time. Licensee agrees that, absent DCS's express written acceptance thereof, the terms and conditions contained in any purchase order or other document issued by Licensee to DCS for the purchase of additional licenses, shall not be binding on DCS to the extent that such terms and conditions are additional to or inconsistent with those contained in this Agreement.

6. Technical Support Services. DCS shall provide technical support services under the Technical Support Terms attached as Exhibit B.

7. Optional Customization and Implementation Services. DCS provides optional customization and implementation services under the Customization and Implementation Terms attached as Exhibit C.

8. Services. DCS provides optional Services under the Terms attached as Exhibit D.

9. Unwanted Code. The Licensed Software shall not (i) contain any hidden files, (ii) be designed to replicate, transmit, or activate itself without control of a person operating computing equipment on which it resides, (iii) be designed to alter, damage, or erase any data or computer programs without control of a person operating the computing equipment on which it resides, (iv) contain any key, node lock, time-out, or other function, whether employed by electronic, mechanical or other means, which restricts or may restrict use or access to any program or data, based on residency on a specific hardware configuration, frequency or duration of use, or other limiting criteria, or (v) contain any software routines or components designed to permit unauthorized access. If any such feature be discovered by Licensee, DCS shall as soon as commercially possible deliver to Licensee a version of the Licensed Software that does not contain such feature. The foregoing is exclusive and states the entire liability of DCS with respect to violations of this Paragraph 9.

10. Warranty Disclaimers. EXCEPT AND TO THE EXTENT EXPRESSLY PROVIDED HEREIN AND TO THE EXTENT ALLOWED BY LAW, DCS ON BEHALF OF ITSELF AND ITS SUPPLIERS HEREBY DISCLAIMS ALL WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES RESPECTING MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE. LICENSEE ACKNOWLEDGES THAT NO REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS AGREEMENT HAVE BEEN MADE RESPECTING THE LICENSED SOFTWARE OF SERVICES TO BE PROVIDED HEREUNDER, AND THAT LICENSEE HAS NOT RELIED ON ANY REPRESENTATION NOT EXPRESSLY SET OUT IN THIS AGREEMENT. LICENSEE SHALL BE SOLELY RESPONSIBLE FOR THE SELECTION, USE, EFFICIENCY, AND SUITABILITY OF THE LICENSED SOFTWARE AND DCS SHALL HAVE NO LIABILITY THEREFOR.

11. Proprietary Rights Warranty and Indemnification. DCS represents and warrants that DCS has the authority to license the rights to the Licensed Software which are granted herein. If a claim is made that the Licensed Software infringes any United States patent, copyright, trade secret or other proprietary right, or if DCS believes that a likelihood of such a claim exists, DCS may, in DCS's sole discretion, procure for Licensee the right to continue using the Licensed Software, modify it to make it non-infringing but continue to meet the specifications therefor, or replace it with non-infringing software of like functionality that meets the specification for the Licensed Software. DCS shall have no liability to Licensee for any claim of infringement pursuant to this Paragraph 11, if such claim is based on (i) combination of the Licensed Software with data or with other software or devised not supplied by DCS and/or (ii) modifications made to the Licensed Software. The foregoing is exclusive and states the entire liability of DCS with respect to infringements or misappropriation of any Proprietary Rights by the Licensed Software.

12. Disclaimer of Incidental and Consequential Damages; Limitation of Liability. IN NO EVENT SHALL DCS BE LIABLE TO LICENSEE FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF THE LICENSED SOFTWARE, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, OR DELAY OF DCS IN THE DELIVERY OF THE LICENSED SOFTWARE, OR IN THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER UNDER ANY THEORY INCLUDING CONTRACT AND TORT (INCLUDING NEGLIGENCE AND STRICT PRODUCTS LIABILITY) FOR ANY INDIRECT, SPECIAL OR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF, EVEN IF THE PARTY CAUSING SUCH DAMAGES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. DCS'S MAXIMUM LIABILITY FOR DAMAGES OF ANY KIND ARISING OUT OF THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL AMOUNT OF FEES PAID BY LICENSEE TO DCS UNDER THE CURRENT LICENSE AGREEMENT, WITHOUT REGARD TO EXTENSIONS OR RENEWALS.

13. Ownership. Title to the Proprietary Rights embodied in the Licensed Software shall remain in and be the sole and exclusive property of DCS and its licensors, except for certain customizations as provided in Exhibit C attached hereto. Licensee shall not alter, change or remove any proprietary notices or confidentiality legends placed on or contained within the Licensed Software. Licensee shall include such notices and legends in all copies of any part of the Licensed Software made pursuant to the Agreement.

14. Confidentiality of Licensed Software. Licensee acknowledges and agrees that the Licensed Software and all copies thereof are DCS's exclusive property and constitute a valuable trade secret and contains valuable trade secrets consisting of algorithms, logic, design, and coding methodology proprietary to DCS. Licensee shall safeguard the confidentiality of the Licensed Software, using the same standard of care which Licensee uses for its similar confidential materials, but in no event less than reasonable care. Licensee shall not disclose or make available to third parties the Licensed Software or any portion thereof without DCS's prior written consent.

15. Injunctive Relief. The parties hereby agree that any breach of any provision of this Agreement regarding confidentiality or protection of Proprietary Rights would constitute irreparable harm, and that the aggrieved party shall be entitled to specific performance and/or injunctive relief in addition to other remedies at law or in equity.

16. Subscription Term. The term of this Agreement shall commence as of the Effective Date hereof and shall continue until September 30, 2021. This Agreement is subject to earlier termination as otherwise provided herein.

17. Termination.

17.1 DCS may terminate this Agreement and any license granted to Licensee hereunder at any time if (i) Licensee fails to pay DCS any amount due hereunder when due; (ii) Licensee is in default of any other provision hereof and such default is not cured within 10 days after DCS gives Licensee written notice thereof; or (iii) Licensee becomes insolvent or seeks protection, voluntarily or involuntarily, under any bankruptcy law.

17.2 In the event of any termination of the Agreement or of any license granted hereunder, DCS may: (i) require that Licensee cease any further use of the Licensed Software or any portion thereof and immediately return the same and all copies thereof, in whole or in part, to DCS; and (ii) cease performance of all of DCS's obligations hereunder, without liability to Licensee.

17.3 In the event DCS discontinues technical support for its Licensed Software for any reason whatsoever, Licensee may elect to either (i) terminate this Agreement, cease any further use of the Licensed Software or any portion thereof, and immediately return the same and all copies thereof, in whole or in part, to DCS; or (ii) continue to use the Licensed Software upon the same terms and conditions provided in this Agreement, except that DCS will have no obligation to Licensee including, but not limited to the obligation to provide technical support, updates, or upgrades. As long as Licensee continues to use the Licensed Software under (ii) above, Licensee shall be required to pay to DCS 85% of the then current license fees and technical support fees as provided in Section 4. DCS shall give Licensee 90 days written notice prior to discontinuing technical support for its Licensed Software. This Section 17.3 shall survive the termination of this Agreement.

17.4 The Licensee may terminate this Agreement, with or without cause or reason, by giving thirty (30) days written notice of such termination to DCS. However, Licensee shall remain responsible for the license fees and technical support fees provided in Section 4 through the end of said thirty (30) day period.

18. Return of Materials. Within ten (10) days of the expiration or termination hereof, Licensee shall return to DCS the Licensed Software and all copies of all other materials supplied by DCS and shall delete all copies thereof. All data entered in the Licensed Software by Licensee shall remain the property of the Licensee, and Licensee shall be entitled to remove such data prior to deleting the Licensed Software. Upon request of Licensee, DCS will provide assistance in removing the Licensee's data at DCS's standard hourly rate.

19. Notices. Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by email or facsimile (provided delivery is confirmed), or U.S. Mail (registered or certified only), return receipt requested, in each case to the address set forth on the initial page hereof or at such other addresses as shall be designated in writing by either party to the other in accordance with this Section. Such notice will be deemed to be given when received.

20. Assignment. Licensee shall not assign this Agreement or any right or interest under this Agreement, nor delegate any work or obligation to be performed under this Agreement, without DCS's prior written consent. Any attempted assignment or delegation in contravention of this Section shall be void and ineffective.

21. Continuing Obligations. The following obligations shall survive the expiration or termination hereof: (i) any and all warranty disclaimers, limitations of liability and indemnities granted by either party herein, (ii) any covenant granted herein for the purpose of determining ownership of, or protecting, the Proprietary Rights, including without limitation, the confidential information of either party, or any remedy for breach thereof, and (iii) the payment of taxes, duties, or any money to DCS hereunder.

22. Independent Contractors. The relationship of the parties is that of independent contractor, and nothing herein shall be construed to create a partnership, joint venture, franchise, employment, or agency relationship between the parties. Licensee shall have no authority to enter into agreements of any kind on behalf of DCS and shall not have the power or authority to bind or obligate DCS in any manner to any third party.

23. Force Majeure. Neither DCS nor Licensee shall be liable for damages for any delay or failure of delivery arising out of causes beyond their reasonable control and without their fault or negligence, including, but not limited to, Acts of God, acts of civil or military authority, fires, riots, wars, embargoes, or communications failures.

24. Export Laws. For all or any portion of the Licensed Software exported, re-exported, transported or transmitted outside the United States by any means, including without limitation, by physical delivery, email, electronic transmission, or download from a web site, Licensee shall comply fully with all relevant export laws and regulations of the United States to assure that neither the Licensed Software nor any direct product thereof, is exported directly or indirectly whether pursuant to a permitted transfer, or otherwise pursuant to the terms of this Agreement, in violation of the United States law. Upon request, DCS shall provide relevant information regarding DCS's compliance with such laws and regulations.

25. Miscellaneous. This Agreement shall be construed under the laws of the State of Alabama, without regard to its principles of conflicts of law. This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement and merges all prior communications, understandings, and agreements. This Agreement may be modified only by a written agreement signed by the parties. The failure of either party to enforce at any time any of the provisions hereof shall not be a waiver of such provision, or any other provision, or of the right of such party thereafter to enforce any provision hereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed below.

Diversified Computer Services, L.L.C.

By: _____ Date: _____
Danny L. Floyd

Title: Owner

Baldwin County Commission

By: _____ Date: _____

Title: Chairman, Baldwin County Commission

By: _____ Date: _____

Title: County Administrator

DIVERSIFIED COMPUTER SERVICES, L.L.C.
LICENSE AGREEMENT
(Software & Services)

EXHIBIT A
PRODUCT AND PRICE LIST

1. Description of Licensed Software. **County Information Management System (CIMS)**

2. Primary User/Copies.

User	**Copies**
Baldwin County Highway Department	Unlimited

3. Expansion User(s)/Copies.

User	**Copies**
	Unlimited

4. Standard Modules.

Basic		**Application**			**Other**
Activities	Equipment	Accidents	Herbicides	Problems	Reports
Bridges	Materials	Budget	Inspections	Projects	Admin
Departments	Roads	Documents	Inventory	Purchases	Help
Employees	Vendors	Expenses	Job Cost	Signs	Utilities
		Fuel	Management	Subdivisions	Mapping
		Garage	Permits	Time	

5. Expansion Modules.

Module	**Monthly Fee**	**Selected**
GIS	$100	Yes
Solid Waste	$150	No

6. License and Technical Support Fees for Subscription License. License and technical support fees are billed on a monthly basis and are payable within thirty (30) days of invoice date. The license fees schedule is as follows:

Description	**Monthly Fee**
Primary User – Standard Modules	$650
Expansion User – Standard Modules	$0
Expansion Modules – GIS	$100
Total Monthly Fee	**$750**

The license fees are exclusive of all taxes based on or in any way measured by the Agreement, the Licensed Software, or any portion thereof, or any services related thereto, excluding taxes based on DCS's net income, but including personal property taxes. Licensee shall pay all such taxes either as levied by taxing authorities or as invoiced by DCS. If Licensee challenges the applicability of any such tax, Licensee shall nevertheless pay such tax and may thereafter challenge such tax and seek a refund thereof.

7. Authorized Computers. Licensee shall be entitled to copy, distribute, install, and use the Licensed Software only on a single computer for each number of Authorized Copies provided herein and/or transmit the Licensed Software over an internal computer network, provided that Licensee acquires and dedicates an Authorized Copy of the Licensed Software for each computer on which the Licensed Software is used or to which it is transmitted over the internal network. Notwithstanding anything to

the contrary contained herein, use of the Licensed Software as provided above is authorized only to the extent of Authorized Copies under licenses which have been fully paid hereunder. In no event shall the Licensed Software be copied, distributed, installed, or used on computers not under the control of Licensee.

DIVERSIFIED COMPUTER SERVICES, L.L.C.
LICENSE AGREEMENT
(Software & Services)

EXHIBIT B
TECHNICAL SUPPORT TERMS

These Technical Support Terms are intended to be part of the attached Software License Agreement made and entered into by and between DCS and Licensee. These Technical Support Terms may be discontinued or terminated independent of the Software License Agreement, as provided below.

1. Support Hours for Telephone and Email. DCS shall assign DCS Support Contact(s) to DCS's telephone and email "help desk" at least from 9:00 a.m. to 4:00 p.m., Central time, Monday through Friday, excluding national holidays (the "Support Hours").

2. Critical Problems. For Critical Problems with Licensed Software reported by telephone, if Licensee is unable to contact a DCS Support Contact with Licensee's initial call, a DCS Support Contact will use commercially reasonable efforts to return the call within four (4) hours if Licensee's call is made within the Support Hours, or within four (4) hours after the start of the next Support Hours if Licensee's call is made outside Support Hours. DCS shall use commercially reasonable efforts to promptly fix on a priority basis any Critical Problem. For purposes hereof, the term "Critical Problem" shall mean a Licensed Software error (i) which renders the Licensed Software inoperative or causes the Licensed Software to substantially fail, or (ii) which substantially degrades the performance of the Licensed Software or materially restricts use of the Licensed Software. Licensee acknowledges that the Licensed Software is complex and may not be error free and that all errors, if any, may not be correctable or avoidable.

3. Routine Support. For Routine Support requests reported by email or by telephone, a DCS Support Contact shall use commercially reasonable efforts to respond by email or by telephone within twenty-four (24) hours if Licensee's call is made within the Support Hours, or within twenty-four (24) hours after the start of the next Support Hours if Licensee's call is made outside the Support Hours. DCS shall use commercially reasonable efforts to respond to questions or to fix Routine Support issues. For purposes hereof, the term "Routine Support" shall mean (i) a question regarding the use or operation of the Licensed Software, or (ii) an error which causes only a minor impact on the use of the Licensed Software. Licensee acknowledges that the Licensed Software is complex and may not be error free and that all errors, if any, may not be correctable or avoidable.

4. Exclusions. DCS will not be responsible for failure to correct a problem or to the extent that DCS is unable to replicate the problem, or if the problem is caused by (i) misuse of the Licensed Software, (ii) failure by Licensee to utilize compatible computer and networking hardware and software, (iii) interaction with software or firmware not provided by DCS, (iv) any change in applicable operating system software, (v) the failure of Licensee to install Updates to the Licensed Software provided by DCS, or (vi) a problem not caused by the Licensed Software. In any such event, DCS will advise Licensee and, upon request, will provide such assistance as Licensee may reasonably request with respect to such problem at DCS's standard hourly rate (**$95**) for support.

5. Support Contacts. DCS shall maintain a sufficient number of technical support personnel to ensure prompt responses to Licensee during Support Hours, and Licensee shall designate one of its employees as its principal technical contact for technical support issues under these Technical Support Terms (each being a Support Contact). Licensee may change its technical contact upon giving written notice to DCS of the name of the new Support Contact.

6. Cooperation. Licensee acknowledges (i) that certain services to be provided by DCS regarding Critical Problems and Routine Support may be dependent on Licensee providing certain data, information, assistance, or access to Licensee's systems, (collectively, "Cooperation"), and (ii) that such Cooperation may be essential to the performance of such services by DCS. The parties agree that any delay or failure by DCS to provide services hereunder which is caused by Licensee's failure to provide timely Cooperation reasonably requested by DCS shall not be deemed to be a breach of DCS's performance obligations under this Agreement.

7. Upgrades and Updates; Version Limitations on Support. DCS may release Updates and/or Upgrades for the Licensed Software. During the term of this Agreement, (i) Updates will be provided to Licensee at no additional charge, and (ii) Upgrades shall be made available at DCS's published price and terms. For purposes hereof, the term "Update" shall mean revisions or additions to the Licensed Software which are intended to correct errors, improve efficiency, or to incorporate additional or alternative functionality (as indicated by a number to the right of the decimal, e.g. 2.1). Licensee will use reasonable efforts to implement any Update as soon as practicable after receipt. DCS agrees that no Update or Upgrade will adversely affect form, fit, function, reliability, safety or serviceability of the Licensed Software. Following the release of any Update, DCS will continue to provide technical support services under these Technical Support Terms for the then current and immediately preceding Update release. DCS shall not be obligated to provide technical support services under these Technical Support Terms for Updates that are not the then current or immediately preceding Update release.

8. Term of Support. Licensee will be entitled to receive technical support services under these Technical Support Terms at no additional charge during the term of this Agreement, and such services shall cease upon the expiration or termination of such subscription license.

9. Termination. Notwithstanding anything to the contrary contained herein, in the event this Agreement is terminated for any reason, these Technical Support Terms shall also terminate at the same time without further notice.

10. Installation. This Agreement does not include installation of the Licensed Software, Updates, or Upgrades. Upon request by Licensee, DCS shall assist Licensee with respect to such installation at DCS's standard hourly rate (**$95**) for support.

DIVERSIFIED COMPUTER SERVICES, L.L.C.
LICENSE AGREEMENT
(Software & Services)

EXHIBIT C
CUSTOMIZATION AND IMPLEMENTATION TERMS

These Customization and Implementation Terms are intended to be part of the attached License Agreement made and entered into by and between DCS and Licensee. Customization and Implementation Terms may be discontinued or terminated independent of the License Agreement, as provided below.

1. Definitions. Capitalized terms used in this Exhibit and not otherwise defined shall have the same meaning as set forth in the body of the Agreement. As used herein, the following words shall have the meanings set out below.

2. Customization and Implementation Services. DCS shall be under no obligation to customize DCS Product(s) or to provide services for the implementation of the Licensed Software; however, DCS may agree to customize DCS Product(s) and/or to provide implementation services in accordance with a written Work Order mutually agreed upon and executed by the parties. The following administrative control procedures shall control any such Work Orders for customizations or implementation services, or change orders for any such services previously agreed upon: (i) Licensee shall submit a written request to DCS in detail sufficient to evaluate the scope of such requested work; and (ii) DCS shall promptly evaluate same and send a written summary of such evaluation and acceptance or non-acceptance to Licensee. Licensee may respond with additional requests, and this process shall be followed continuously until either party declines to continue, or upon the execution of a mutually agreeable Work Order. DCS shall be the sole and exclusive owner of all Proprietary Rights embodied in any customizations made to the DCS Product(s). Licensee hereby transfers and assigns to DCS any rights Licensee may have in any such customizations.

3. Fees for T&M Services. Except to the extent agreed otherwise in a Work Order executed by both parties, DCS shall provide customization and implementation services on a time and materials ("T&M") basis; that is, (i) Licensee shall pay DCS for all the time spent performing such services, plus materials, taxes, and reimbursable expenses; and (ii) the rate for such services shall be DCS's current standard hourly rate (**$95**) when such services are provided. Any monetary limit stated in a Work Order for T&M services shall be an estimate only for Licensee's budgeting and DCS's resource scheduling purposes. If the limit is exceeded, DCS will cooperate with Licensee to provide continuing services on a T&M basis. DCS shall invoice Licensee monthly for T&M services, unless otherwise expressly specified in the applicable Work Order. Charges shall be payable thirty (30) days from receipt of invoice.

4. Services Warranty. DCS warrants that any services performed under this Exhibit will be performed in a good and workmanlike manner and consistent with generally accepted industry standards. Other than as stated herein, DCS MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES UNDER THIS EXHIBIT.

DIVERSIFIED COMPUTER SERVICES, L.L.C.
LICENSE AGREEMENT
(Software & Services)

EXHIBIT D
BUSINESS SERVICES TERMS

These Business Services Terms are intended to be part of the attached License Agreement made and entered into by and between DCS and Licensee. Business Services Terms may be discontinued or terminated independent of the License Agreement.

1. **CIMS Mobile Application.** Licensee _____ does or __X__ does not elect to subscribe to the CIMS Mobile Application for the fiscal year 2021. There shall be an initial one-time setup/install fee of $500. A recurring monthly fee shall be dependent on the number of licensed users.

   Licensee elects to have the above referenced one-time setup/install fee of $500 invoiced in the following manner (please select one):

   _____ (1) by including it with the next month's CIMS invoice; or

   _____ (2) by invoicing it separately.

   Licensee elects to participate in the following subscription level to be included on each month's CIMS invoice (please select one):

Select	# of Users	Monthly Fee
	1-5	$50
	6-10	$75
	11-25	$100
	26-50	$125
	50-100	$150

Licensee shall complete the included form with information regarding each user.

_____
(Authorizing Signature)

_____
(Date)

DIVERSIFIED COMPUTER SERVICES, L.L.C.
LICENSE AGREEMENT
(Software & Services)

CIMS MOBILE APPLICATION
USER ACCOUNT INFORMATION

Name	Phone	Email	Username	Password

DIVERSIFIED COMPUTER SERVICES, L.L.C.
LICENSE AGREEMENT
(Software & Services)

2. CIMS Cloud Backup. Licensee _____ does or __X__ does not elect to subscribe to the CIMS Cloud Backup for the fiscal year 2021. A recurring monthly fee of $25 will be charged for up to 50GB of Cloud Backup storage for offsite CIMS data only backup.

Licensee elects to have the above referenced recurring monthly fee of $25 invoiced in the following manner (please select one):

_____ (1) by including it with each month's CIMS invoice; or

_____ (2) by invoicing the entire annual balance one time separately.

_____
(Authorizing Signature)

_____
(Date)

Baldwin County Commission

Agenda Action Form

File #: 20-1547, **Version:** 1 **Item #:** BN3

Meeting Type: BCC Regular Meeting
Meeting Date: 9/15/2020
Item Status: New
From: Joey Nunnally, P.E., County Engineer
Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE
Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0220619 - Courtney Lane (Tract 1)

STAFF RECOMMENDATION
Take the following actions:

1) Accept 0.353 acres on Courtney Lane (Tract 1) as a right-of-way donated to Baldwin County by Leslie Courtney, Jr., and Glenda S. Courtney on January 9, 2020 (Instrument No. 1805142 of Baldwin County Judge of Probate); and

2) Related to the aforesaid, authorize the Chairman to execute IRS Form 8283 for the donated right-of-way.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: On January 9, 2020, the Baldwin County Highway Department accepted a right-of-way donation on Courtney Lane from Leslie Courtney, Jr. and Glenda S. Courtney.

By the Chairman executing the IRS Form 8283, the County is not indicating that it agrees with the valuation of the property, but rather the County is acknowledging the fact that the county did receive the property.

The only part of the form that will be signed by the Chairman is Part IV, Donee Acknowledgement, in which:

1) The date of receipt of the donation is acknowledged; and

2) The County affirms that it will file an IRS information return should it dispose of the property within two (2) years after the date of receipt; and

3) The County states whether it intends to use the property for an unrelated use.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration Staff

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Administration Staff have Chairman sign IRS Form. Mail original to the Leslie Courtney, Jr. and Glenda S. Courtney and send copy to Debra Morris and Tate Chalfont.

Contact:
Leslie Courtney, Jr. and Glenda S. Courtney
21217 US Highway 90
Robertsdale, Alabama 36567

Additional instructions/notes: N/A

Form **8283**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Noncash Charitable Contributions

► **Attach to your tax return if you claimed a total deduction of over $500 for all contributed property.**

► **Information about Form 8283 and its separate instructions is at *www.irs.gov/form8283*.**

OMB No. 1545-0908

Attachment Sequence No. **155**

Name(s) shown on your income tax return

Leslie Courtney, Jr. and Glenda S. Courtney

Identifying number

Note. Figure the amount of your contribution deduction before completing this form. See your tax return instructions.

Section A. Donated Property of $5,000 or Less and Publicly Traded Securities—List in this section **only** items (or groups of similar items) for which you claimed a deduction of $5,000 or less. Also list publicly traded securities even if the deduction is more than $5,000 (see instructions).

Part I **Information on Donated Property—**If you need more space, attach a statement.

1	(a) Name and address of the donee organization	(b) If donated property is a vehicle (see instructions), check the box. Also enter the vehicle identification number (unless Form 1098-C is attached).	(c) Description of donated property (For a vehicle, enter the year, make, model, and mileage. For securities, enter the company name and the number of shares.)
A		☐	
B		☐	
C		☐	
D		☐	
E		☐	

Note. If the amount you claimed as a deduction for an item is $500 or less, you do not have to complete columns (e), (f), and (g).

	(d) Date of the contribution	(e) Date acquired by donor (mo., yr.)	(f) How acquired by donor	(g) Donor's cost or adjusted basis	(h) Fair market value (see instructions)	(i) Method used to determine the fair market value
A						
B						
C						
D						
E						

Part II **Partial Interests and Restricted Use Property—**Complete lines 2a through 2e if you gave less than an entire interest in a property listed in Part I. Complete lines 3a through 3c if conditions were placed on a contribution listed in Part I; also attach the required statement (see instructions).

2a Enter the letter from Part I that identifies the property for which you gave less than an entire interest ► _____
If Part II applies to more than one property, attach a separate statement.

b Total amount claimed as a deduction for the property listed in Part I: **(1)** For this tax year ► _____
(2) For any prior tax years ► _____

c Name and address of each organization to which any such contribution was made in a prior year (complete only if different from the donee organization above):
Name of charitable organization (donee)

Address (number, street, and room or suite no.)

City or town, state, and ZIP code

d For tangible property, enter the place where the property is located or kept ► _____

e Name of any person, other than the donee organization, having actual possession of the property ► _____

		Yes	No
3a	Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property?		
b	Did you give to anyone (other than the donee organization or another organization participating with the donee organization in cooperative fundraising) the right to the income from the donated property or to the possession of the property, including the right to vote donated securities, to acquire the property by purchase or otherwise, or to designate the person having such income, possession, or right to acquire?		
c	Is there a restriction limiting the donated property for a particular use?		

Name(s) shown on your income tax return: Leslie Courtney, Jr. and Glenda S. Courtney

Identifying number:

Section B. Donated Property Over $5,000 (Except Publicly Traded Securities)—Complete this section for one item (or one group of similar items) for which you claimed a deduction of more than $5,000 per item or group (except contributions of publicly traded securities reported in Section A). Provide a separate form for each property donated unless it is part of a group of similar items. An appraisal is generally required for property listed in Section B. See instructions.

Part I Information on Donated Property—To be completed by the taxpayer and/or the appraiser.

4 Check the box that describes the type of property donated:

- **a** ☐ Art* (contribution of $20,000 or more)
- **b** ☐ Qualified Conservation Contribution
- **c** ☐ Equipment
- **d** ☐ Art* (contribution of less than $20,000)
- **e** ☑ Other Real Estate
- **f** ☐ Securities
- **g** ☐ Collectibles**
- **h** ☐ Intellectual Property
- **i** ☐ Vehicles
- **j** ☐ Other

*Art includes paintings, sculptures, watercolors, prints, drawings, ceramics, antiques, decorative arts, textiles, carpets, silver, rare manuscripts, historical memorabilia, and other similar objects.

**Collectibles include coins, stamps, books, gems, jewelry, sports memorabilia, dolls, etc., but not art as defined above.

Note. In certain cases, you must attach a qualified appraisal of the property. See instructions.

5	(a) Description of donated property (if you need more space, attach a separate statement)	(b) If tangible property was donated, give a brief summary of the overall physical condition of the property at the time of the gift	(c) Appraised fair market value
A	0.353 acres for County Road ROW	Very Good	
B			
C			
D			

	(d) Date acquired by donor (mo., yr.)	(e) How acquired by donor	(f) Donor's cost or adjusted basis	(g) For bargain sales, enter amount received	See instructions (h) Amount claimed as a deduction	See instructions (i) Date of contribution
A						
B						
C						
D						

Part II Taxpayer (Donor) Statement—List each item included in Part I above that the appraisal identifies as having a value of $500 or less. See instructions.

I declare that the following item(s) included in Part I above has to the best of my knowledge and belief an appraised value of not more than $500 (per item). Enter identifying letter from Part I and describe the specific item. See instructions. ▶

Signature of taxpayer (donor) ▶ Date ▶

Part III Declaration of Appraiser

I declare that I am not the donor, the donee, a party to the transaction in which the donor acquired the property, employed by, or related to any of the foregoing persons, or married to any person who is related to any of the foregoing persons. And, if regularly used by the donor, donee, or party to the transaction, I performed the majority of my appraisals during my tax year for other persons.

Also, I declare that I perform appraisals on a regular basis; and that because of my qualifications as described in the appraisal, I am qualified to make appraisals of the type of property being valued. I certify that the appraisal fees were not based on a percentage of the appraised property value. Furthermore, I understand that a false or fraudulent overstatement of the property value as described in the qualified appraisal or this Form 8283 may subject me to the penalty under section 6701(a) (aiding and abetting the understatement of tax liability). In addition, I understand that I may be subject to a penalty under section 6695A if I know, or reasonably should know, that my appraisal is to be used in connection with a return or claim for refund and a substantial or gross valuation misstatement results from my appraisal. I affirm that I have not been barred from presenting evidence or testimony by the Office of Professional Responsibility.

Sign Here Signature ▶ Title ▶ Date ▶

Business address (including room or suite no.) | Identifying number

City or town, state, and ZIP code

Part IV Donee Acknowledgment—To be completed by the charitable organization.

This charitable organization acknowledges that it is a qualified organization under section 170(c) and that it received the donated property as described in Section B, Part I, above on the following date ▶ January 9, 2020

Furthermore, this organization affirms that in the event it sells, exchanges, or otherwise disposes of the property described in Section B, Part I (or any portion thereof) within 3 years after the date of receipt, it will file **Form 8282,** Donee Information Return, with the IRS and give the donor a copy of that form. This acknowledgment does not represent agreement with the claimed fair market value.

Does the organization intend to use the property for an unrelated use? . . . . . ▶ ☐ Yes ☑ No

Name of charitable organization (donee)	Employer identification number
Baldwin County Commission	
Address (number, street, and room or suite no.)	**City or town, state, and ZIP code**
312 Courthouse Square, Suite 11	Bay Minette, AL 36507

Authorized signature	Title	Date
	Chairman	

THIS INSTRUMENT PREPARED BY THE
BALDWIN COUNTY HIGHWAY DEPARTMENT
ROBERTSDALE, ALABAMA 36567

TC

STATE OF ALABAMA)

COUNTY OF BALDWIN)

Project No. 0220619
Courtney Lane
AFM from US Hwy 90 North 0.20 Miles
05-41-08-34-0-000-008.001 - 8706
05-41-08-34-0-000-008.004 - 92764
05-41-08-34-0-000-008.005 - 92768
05-41-08-34-0-000-008.011 - 243661
Tract No. 1

FEE SIMPLE
WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten dollars ($10.00), cash in hand paid to the undersigned by Baldwin County, Alabama, the receipt of which is hereby acknowledged, I (we), the undersigned Grantor(s), Leslie Courtney, Jr. and Glenda S. Courtney, husband and wife, have this day bargained and sold, and by these presents do hereby GRANT, BARGAIN, SELL and CONVEY unto Baldwin County, Alabama, the following described property:

A part of the East Half of the Southwest Quarter of the Northwest Quarter of Section 34, Township 5 South, Range 4 East, identified as Tract Number 1 on Courtney Lane, Project No. 0220619 in Baldwin County, Alabama and being more fully described as follows:

Parcel 1 of 3:

Commencing at a 10-inch lighter post found at the northeast corner of the East Half of the Southwest Quarter of the Northwest Quarter of Section 34, Township 5 South, Range 4 East, in Baldwin County, Alabama;

Thence S00°0'17"E along the east line of said Quarter/Quarter a distance of 1272.54 feet to the grantor's southeast property corner (a point on the existing north R/W line of US Hwy 90);

Thence S89°45'16"W along the grantor's south property line a distance of 210.33 feet to a point on the acquired R/W line and being the Point of Beginning of the property herein to be conveyed;

Thence continue S89°45'16"W along the grantor's south property line a distance of 42.00 feet to a point on the acquired R/W line;

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

BALDWIN COUNTY, ALABAMA
HARRY D'OLIVE, JR. PROBATE JUDGE
Filed/cert. 1/10/2020 2:31 PM
TOTAL $ 0.00
8 Pages

1805142

Thence N00°3'27"W along the acquired R/W line a distance of 49.40 feet to a point on the grantor's property line;

Thence N90°0'0"E along the grantor's property line a distance of 42.15 feet to a point on the acquired R/W line;

Thence S00°5'6"E along the acquired R/W line a distance of 149.22 feet to the Point of Beginning of the property herein conveyed and containing 0.144 acres, more or less.

Parcel 2 of 3:

Commencing at a 10-inch lighter post found at the northeast corner of the East Half of the Southwest Quarter of the Northwest Quarter of Section 34, Township 5 South, Range 4 East, in Baldwin County, Alabama;

Thence S00°0'17"E along the east line of said Quarter/Quarter a distance of 788.08 feet to the grantor's northeast property corner;

Thence N89°59'11"W along the grantor's north property line a distance of 211.01 feet to a point on the acquired R/W line and being the Point of Beginning of the property herein to be conveyed;

Thence S00°5'6"E along the acquired R/W line a distance of 286.98 feet to a point on the grantor's property line;

Thence N89°58'50"W along the grantor's property line a distance of 20.05 feet to the grantor's property corner;

Thence N00°0'08"E along the grantor's property line a distance of 286.97 feet to the grantor's property corner;

Thence S89°59'11"E along the grantor's property line a distance of 19.75 feet to the Point of Beginning of the property herein conveyed and containing 0.130 acres, more or less.

Parcel 3 of 3:

Commencing at a 10-inch lighter post found at the northeast corner of the East Half of the Southwest Quarter of the Northwest Quarter of Section 34, Township 5 South, Range 4 East, in Baldwin County, Alabama;

Thence S00°0'17"E along the east line of said Quarter/Quarter a distance of 417.90 feet to a point;

Thence S90°0'0"W leaving said Quarter/Quarter line a distance of 231.47 feet to the grantor's northeast property corner and being the Point of Beginning of the property herein to be conveyed;

Thence S00°8'14"E along the grantor's east property line a distance of 156.10 feet to the grantor's southeast property corner;

Thence S90°0'00"W along the grantor's south property line a distance of 22.00 feet to a point on the acquired R/W line;

Thence N00°6'23"W along the acquired R/W line a distance of 156.10 feet to a point on the grantor's north property line;

Thence N90°0'00"E along the grantor's north property line a distance of 21.94 feet to the Point of Beginning of the property herein conveyed and containing 0.079 acres, more or less.

And as shown on the right of way map of record in the Baldwin County Highway Department, a copy of which is also deposited in the office of the Judge of Probate as an aid to persons and entities interested therein and as shown on the Property Sketch attached hereto and made a part hereof.

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

TO HAVE AND TO HOLD, unto Baldwin County, Alabama, its successors and assigns in fee simple forever.

AND FOR THE CONSIDERATION AFORESAID, I (we) do for myself (ourselves), for my (our) heirs, executors administrators, successors, and assigns covenant to and with Baldwin County, Alabama, that I (we) am (are) lawfully seized and possessed in fee simple of said tract or parcel of land hereinabove described; that I (we) have a good and lawful right to sell and convey the same as aforesaid; that the same is free of all encumbrances, liens, and claims, except the lien for ad valorem taxes which attached on October 1, last past, and which is to be paid by the grantor; and that I (we) will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

THE GRANTOR(S) HEREIN FURTHER COVENANT(S) AND AGREE(S), that the purchase price above-stated is in full compensation to him-her (them) for this conveyance.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal this the 9th day of January, 2020.

Leslie Courtney JR.
Leslie Courtney, Jr.

Glenda S. Courtney
Glenda S. Courtney

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, DEBRA Morris, a Notary Public, in and for said County in said State, hereby certify that Leslie Courtney, Jr. and Glenda S. Courtney, whose names are, signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 9th day of January, 2020.

Debra J Morris
NOTARY PUBLIC

My Commission Expires: ~~My Commission Expires:~~ **September 13, 2022**

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

WAIVER OF RIGHTS TO APPRAISAL AND JUST COMPENSATION AND RIGHT-OF-ENTRY

COURTNEY LN
AFM FROM US HWY 90 NORTH 0.20 MILES
PROJECT NO. 0220619
BALDWIN COUNTY
TRACT 1

I (We) the undersigned property owner(s) do hereby acknowledge that I (we) have been made aware of my (our) rights to an appraisal and just compensation and in further consideration of the benefits accrued to my (our) property from the above-referenced project, I (we) do hereby waive my (our) rights to said appraisal and just compensation and grant right-of-entry for the construction of same.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal(s) on this the 9th day of January, 2020.

Leslie Courtney JR.
Leslie Courtney, Jr.

Glenda S. Courtney
Glenda S. Courtney

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, DEBRA MORRIS, a Notary Public, in and for said County in said State, hereby certify that Leslie Courtney, Jr. and Glenda S. Courtney, whose names are, signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, they executed the same voluntarily on the day the same bears date.

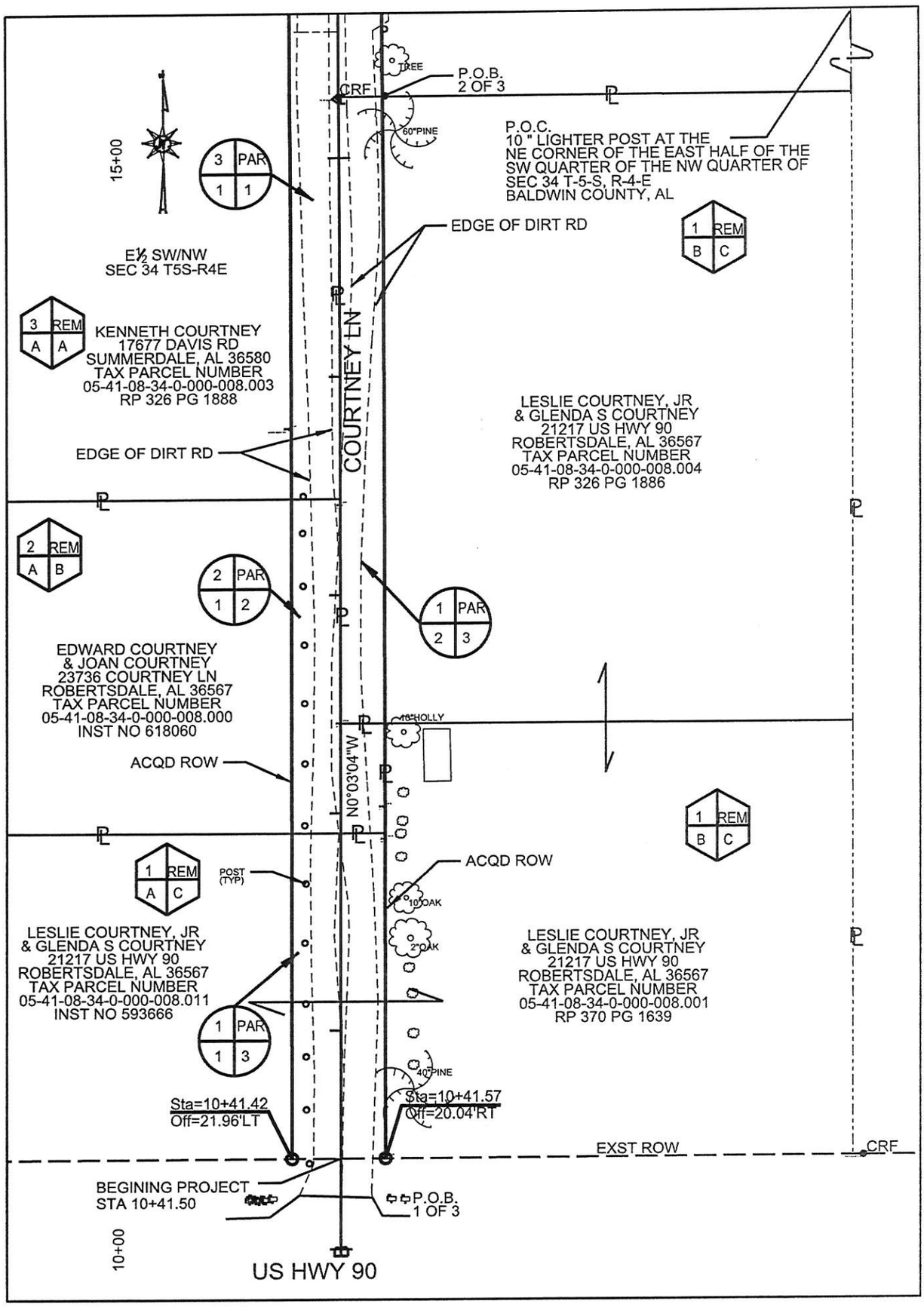
Given under my hand and official seal this 9th day of January, 2020.

Debra Morris
NOTARY PUBLIC

My Commission Expires: My Commission Expires: September 13, 2022

GRANTEE'S MAILING ADDRESS:

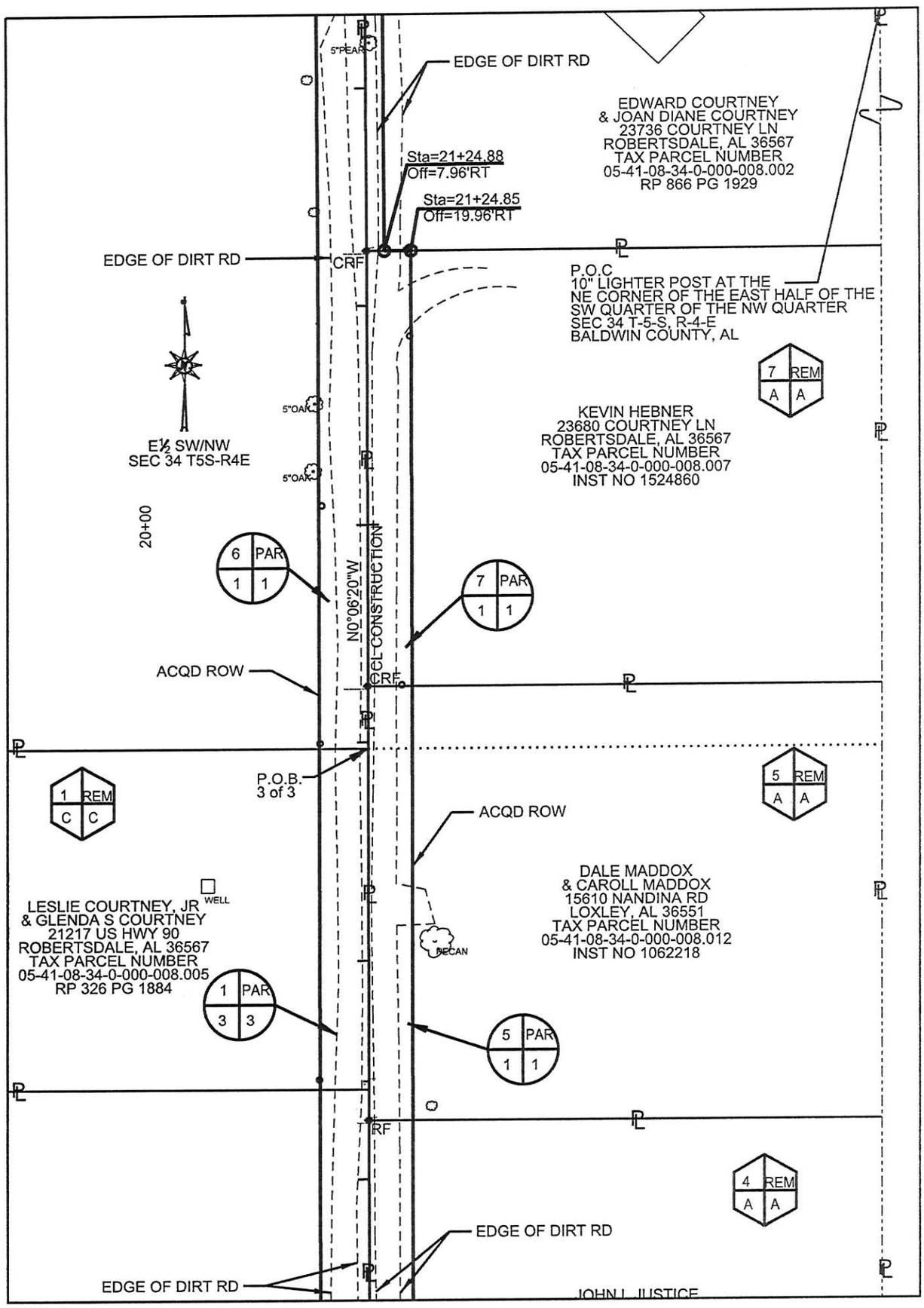
BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576



THIS IS NOT A BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO.	1	PROJECT NO.	0220619
OWNER	LESLIE COURTNEY , JR & GLENDA S COURTNEY	COUNTY	BALDWIN
TOTAL ACREAGE	4.890	SCALE:	1"=60'
R.O.W. REQUIRED	0.353	DATE;	12-31-2019
PRESCRIPTIVE R.O.W.	N/A	REVISED:	N/A
T.C.E. REQUIRED	N/A	SHEET :	1 OF 2
REMAINDER	4.537		



THIS IS NOT A BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO.	1	PROJECT NO.	0220619
OWNER	LESLIE COURTNEY , JR & GLENDA S COURTNEY	COUNTY	BALDWIN
TOTAL ACREAGE	4.890	SCALE:	1"=60'
R.O.W. REQUIRED	0.353	DATE;	12-31-2019
PRESCRIPTIVE R.O.W.	N/A	REVISED:	N/A
T.C.E. REQUIRED	N/A	SHEET :	2 OF 2
REMAINDER	4.537		



N
W E
S

COURTNEY LANE
(TRACT 1)

Baldwin County Commission

Agenda Action Form

File #: 20-1548, **Version:** 1 **Item #:** BN4

Meeting Type: BCC Regular Meeting
Meeting Date: 9/15/2020
Item Status: New
From: Joey Nunnally, P.E., County Engineer
Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE
Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0220619 - Courtney Lane (Tract 2)

STAFF RECOMMENDATION
Take the following actions:

1) Accept 0.135 acres on Courtney Lane (Tract 2) as a right-of-way donated to Baldwin County by Edward Courtney and Joan Courtney on January 10, 2020 (Instrument No. 1805143 of Baldwin County Judge of Probate); and

2) Related to the aforesaid, authorize the Chairman to execute IRS Form 8283 for the donated right-of-way.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: On January 10, 2020, the Baldwin County Highway Department accepted a right-of-way donation on Courtney Lane from Edward Courtney and Joan Courtney.

By the Chairman executing the IRS Form 8283, the County is not indicating that it agrees with the valuation of the property, but rather the County is acknowledging the fact that the county did receive the property.

The only part of the form that will be signed by the Chairman is Part IV, Donee Acknowledgement, in which:

1) The date of receipt of the donation is acknowledged; and

2) The County affirms that it will file an IRS information return should it dispose of the property within two (2) years after the date of receipt; and

3) The County states whether it intends to use the property for an unrelated use.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration Staff

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Administration Staff have Chairman sign IRS Form. Mail original to the Edward Courtney and Joan Courtney and send copy to Debra Morris and Tate Chalfont.

Contact:
Edward Courtney and Joan Courtney
23736 Courtney Lane
Robertsdale, Alabama 36567

Additional instructions/notes: N/A

Form **8283**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Noncash Charitable Contributions

► **Attach to your tax return if you claimed a total deduction of over $500 for all contributed property.**

► **Information about Form 8283 and its separate instructions is at *www.irs.gov/form8283*.**

OMB No. 1545-0908

Attachment Sequence No. **155**

Name(s) shown on your income tax return

Edward Courtney and Joan Courtney

Identifying number

Note. Figure the amount of your contribution deduction before completing this form. See your tax return instructions.

Section A. Donated Property of $5,000 or Less and Publicly Traded Securities—List in this section **only** items (or groups of similar items) for which you claimed a deduction of $5,000 or less. Also list publicly traded securities even if the deduction is more than $5,000 (see instructions).

Part I **Information on Donated Property—**If you need more space, attach a statement.

1	(a) Name and address of the donee organization	(b) If donated property is a vehicle (see instructions), check the box. Also enter the vehicle identification number (unless Form 1098-C is attached).	(c) Description of donated property (For a vehicle, enter the year, make, model, and mileage. For securities, enter the company name and the number of shares.)
A		☐	
B		☐	
C		☐	
D		☐	
E		☐	

Note. If the amount you claimed as a deduction for an item is $500 or less, you do not have to complete columns (e), (f), and (g).

	(d) Date of the contribution	(e) Date acquired by donor (mo., yr.)	(f) How acquired by donor	(g) Donor's cost or adjusted basis	(h) Fair market value (see instructions)	(i) Method used to determine the fair market value
A						
B						
C						
D						
E						

Part II **Partial Interests and Restricted Use Property—**Complete lines 2a through 2e if you gave less than an entire interest in a property listed in Part I. Complete lines 3a through 3c if conditions were placed on a contribution listed in Part I; also attach the required statement (see instructions).

2a Enter the letter from Part I that identifies the property for which you gave less than an entire interest ► _____
If Part II applies to more than one property, attach a separate statement.

b Total amount claimed as a deduction for the property listed in Part I: **(1)** For this tax year ► _____
(2) For any prior tax years ► _____

c Name and address of each organization to which any such contribution was made in a prior year (complete only if different from the donee organization above):
Name of charitable organization (donee)

Address (number, street, and room or suite no.)

City or town, state, and ZIP code

d For tangible property, enter the place where the property is located or kept ► _____

e Name of any person, other than the donee organization, having actual possession of the property ► _____

		Yes	No
3a	Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property?		
b	Did you give to anyone (other than the donee organization or another organization participating with the donee organization in cooperative fundraising) the right to the income from the donated property or to the possession of the property, including the right to vote donated securities, to acquire the property by purchase or otherwise, or to designate the person having such income, possession, or right to acquire?		
c	Is there a restriction limiting the donated property for a particular use?		

Name(s) shown on your income tax return: Edward Courtney and Joan Courtney | Identifying number:

Section B. Donated Property Over $5,000 (Except Publicly Traded Securities)—Complete this section for one item (or one group of similar items) for which you claimed a deduction of more than $5,000 per item or group (except contributions of publicly traded securities reported in Section A). Provide a separate form for each property donated unless it is part of a group of similar items. An appraisal is generally required for property listed in Section B. See instructions.

Part I Information on Donated Property—To be completed by the taxpayer and/or the appraiser.

4 Check the box that describes the type of property donated:

- **a** ☐ Art* (contribution of $20,000 or more)
- **b** ☐ Qualified Conservation Contribution
- **c** ☐ Equipment
- **d** ☐ Art* (contribution of less than $20,000)
- **e** ☑ Other Real Estate
- **f** ☐ Securities
- **g** ☐ Collectibles**
- **h** ☐ Intellectual Property
- **i** ☐ Vehicles
- **j** ☐ Other

*Art includes paintings, sculptures, watercolors, prints, drawings, ceramics, antiques, decorative arts, textiles, carpets, silver, rare manuscripts, historical memorabilia, and other similar objects.

**Collectibles include coins, stamps, books, gems, jewelry, sports memorabilia, dolls, etc., but not art as defined above.

Note. In certain cases, you must attach a qualified appraisal of the property. See instructions.

5	(a) Description of donated property (if you need more space, attach a separate statement)	(b) If tangible property was donated, give a brief summary of the overall physical condition of the property at the time of the gift	(c) Appraised fair market value
A	0.135 acres for County Road ROW	Very Good	
B			
C			
D			

	(d) Date acquired by donor (mo., yr.)	(e) How acquired by donor	(f) Donor's cost or adjusted basis	(g) For bargain sales, enter amount received	See instructions (h) Amount claimed as a deduction	See instructions (i) Date of contribution
A						
B						
C						
D						

Part II Taxpayer (Donor) Statement—List each item included in Part I above that the appraisal identifies as having a value of $500 or less. See instructions.

I declare that the following item(s) included in Part I above has to the best of my knowledge and belief an appraised value of not more than $500 (per item). Enter identifying letter from Part I and describe the specific item. See instructions. ▶ _____

Signature of taxpayer (donor) ▶ Date ▶

Part III Declaration of Appraiser

I declare that I am not the donor, the donee, a party to the transaction in which the donor acquired the property, employed by, or related to any of the foregoing persons, or married to any person who is related to any of the foregoing persons. And, if regularly used by the donor, donee, or party to the transaction, I performed the majority of my appraisals during my tax year for other persons.

Also, I declare that I perform appraisals on a regular basis; and that because of my qualifications as described in the appraisal, I am qualified to make appraisals of the type of property being valued. I certify that the appraisal fees were not based on a percentage of the appraised property value. Furthermore, I understand that a false or fraudulent overstatement of the property value as described in the qualified appraisal or this Form 8283 may subject me to the penalty under section 6701(a) (aiding and abetting the understatement of tax liability). In addition, I understand that I may be subject to a penalty under section 6695A if I know, or reasonably should know, that my appraisal is to be used in connection with a return or claim for refund and a substantial or gross valuation misstatement results from my appraisal. I affirm that I have not been barred from presenting evidence or testimony by the Office of Professional Responsibility.

Sign Here Signature ▶ Title ▶ Date ▶

Business address (including room or suite no.) | Identifying number

City or town, state, and ZIP code

Part IV Donee Acknowledgment—To be completed by the charitable organization.

This charitable organization acknowledges that it is a qualified organization under section 170(c) and that it received the donated property as described in Section B, Part I, above on the following date ▶ January 10, 2020

Furthermore, this organization affirms that in the event it sells, exchanges, or otherwise disposes of the property described in Section B, Part I (or any portion thereof) within 3 years after the date of receipt, it will file **Form 8282,** Donee Information Return, with the IRS and give the donor a copy of that form. This acknowledgment does not represent agreement with the claimed fair market value.

Does the organization intend to use the property for an unrelated use? . . . . . ▶ ☐ Yes ☑ No

Name of charitable organization (donee)	Employer identification number	
Baldwin County Commission		
Address (number, street, and room or suite no.)	City or town, state, and ZIP code	
312 Courthouse Square, Suite 11	Bay Minette, AL 36507	
Authorized signature	Title: Chairman	Date

THIS INSTRUMENT PREPARED BY THE
BALDWIN COUNTY HIGHWAY DEPARTMENT
ROBERTSDALE, ALABAMA 36567

TC

STATE OF ALABAMA)

COUNTY OF BALDWIN)

Project No. 0220619
Courtney Lane
AFM from US Hwy 90 North 0.20 Miles
05-41-08-34-0-000-008.000
05-41-08-34-0-000-008.002
Tract No. 2

FEE SIMPLE
WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten dollars ($10.00), cash in hand paid to the undersigned by Baldwin County, Alabama, the receipt of which is hereby acknowledged, I (we), the undersigned Grantor(s), Edward Courtney and Joan Courtney AKA Joan Diane Courtney, husband and wife, have this day bargained and sold, and by these presents do hereby GRANT, BARGAIN, SELL and CONVEY unto Baldwin County, Alabama, the following described property:

A part of the East Half of the Southwest Quarter of the Northwest Quarter of Section 34, Township 5 South, Range 4 East, identified as Tract Number 2 on Courtney Lane, Project No. 0220619 in Baldwin County, Alabama and being more fully described as follows:

Parcel 1 of 2:

Commencing at a 10-inch lighter post found at the northeast corner of the East Half of the Southwest Quarter of the Northwest Quarter of Section 34, Township 5 South, Range 4 East, in Baldwin County, Alabama;

Thence S00°0'17"E along the east line of said Quarter/Quarter a distance of 971.23 feet to a point;

Thence S90°0'00"W leaving said Quarter/Quarter line a distance of 230.47 feet to the grantor's northeast property corner and being the Point of Beginning of the property herein to be conveyed;

Thence S00°0'08"W along the grantor's property line a distance of 102.77 feet to the grantor's property corner;

BALDWIN COUNTY, ALABAMA
HARRY D'OLIVE, JR. PROBATE JUDGE
Filed/cert. 1/10/2020 2:32 PM
TOTAL $ 0.00
7 Pages

1805143

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

Thence S89°58'59"E along the grantor's property line a distance of 20.17 feet to a point the grantor's property corner;

Thence S00°0'00"E along the grantor's east property line a distance of 50.22 feet to the grantor's southeast property corner;

Thence S90°0'00"W along the grantor's south property line a distance of 42.15 feet to a point on the acquired R/W line;

Thence N00°3'27"W along the acquired R/W line a distance of 153.00 feet to a point on the grantor's north property line;

Thence N90°0'00"E along the grantor's north property line a distance of 22.14 feet to the Point of Beginning of the property herein conveyed and containing 0.100 acres, more or less.

Parcel 2 of 2:

Commencing at a 10-inch lighter post found at the northeast corner of the East Half of the Southwest Quarter of the Northwest Quarter (the grantor's northeast property corner) of Section 34, Township 5 South, Range 4 East, in Baldwin County, Alabama;

Thence N89°59'37"W along the grantor's north property line a distance of 224.15 feet to a point on the acquired R/W line and being the Point of Beginning of the property herein to be conveyed;

Thence S00°5'41"E along the acquired R/W line a distance of 190.17 feet to a point on the grantor's south property line;

Thence S89°59'5"W along the grantor's south property line a distance of 8.00 feet to the grantor's southwest property corner;

Thence N00°5'41"W along the grantor's west property line a distance of 190.17 feet to the grantor's northwest property corner;

Thence S89°59'37"E along the grantor's north property line a distance of 8.00 feet to the Point of Beginning of the property herein conveyed and containing 0.035 acres, more or less.

And as shown on the right of way map of record in the Baldwin County Highway Department, a copy of which is also deposited in the office of the Judge of Probate as an aid to persons and entities interested therein and as shown on the Property Sketch attached hereto and made a part hereof.

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

TO HAVE AND TO HOLD, unto Baldwin County, Alabama, its successors and assigns in fee simple forever.

AND FOR THE CONSIDERATION AFORESAID, I (we) do for myself (ourselves), for my (our) heirs, executors administrators, successors, and assigns covenant to and with Baldwin County, Alabama, that I (we) am (are) lawfully seized and possessed in fee simple of said tract or parcel of land hereinabove described; that I (we) have a good and lawful right to sell and convey the same as aforesaid; that the same is free of all encumbrances, liens, and claims, except the lien for ad valorem taxes which attached on October 1, last past, and which is to be paid by the grantor; and that I (we) will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

THE GRANTOR(S) HEREIN FURTHER COVENANT(S) AND AGREE(S), that the purchase price above-stated is in full compensation to him-her (them) for this conveyance.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal this the 10 day of January, 2020.

Edward Courtney

Joan Courtney AKA Joan Diane Courtney

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, Tammy B. Davis, a Notary Public, in and for said County in said State, hereby certify that Edward Courtney and Joan Courtney AKA Joan Diane Courtney, whose names are, signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 10 day of January, 2020.

Tammy B. Davis
NOTARY PUBLIC

My Commission Expires: _____

STATE OF ALABAMA NOTARY PUBLIC

TAMMY B. DAVIS
My Commission Expires
October 11, 2020

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

WAIVER OF RIGHTS TO APPRAISAL AND JUST COMPENSATION AND RIGHT-OF-ENTRY

COURTNEY LN
AFM FROM US HWY 90 NORTH 0.20 MILES
PROJECT NO. 0220619
BALDWIN COUNTY
TRACT 2

I (We) the undersigned property owner(s) do hereby acknowledge that I (we) have been made aware of my (our) rights to an appraisal and just compensation and in further consideration of the benefits accrued to my (our) property from the above-referenced project, I (we) do hereby waive my (our) rights to said appraisal and just compensation and grant right-of-entry for the construction of same.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal(s) on this the 10 day of January, 2020.

Edward Courtney

Joan Courtney AKA Joan Diane Courtney

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, Tammy B. Davis, a Notary Public, in and for said County in said State, hereby certify that Edward Courtney and Joan Courtney AKA Joan Diane Courtney, whose names are, signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 10 day of January, 2020.

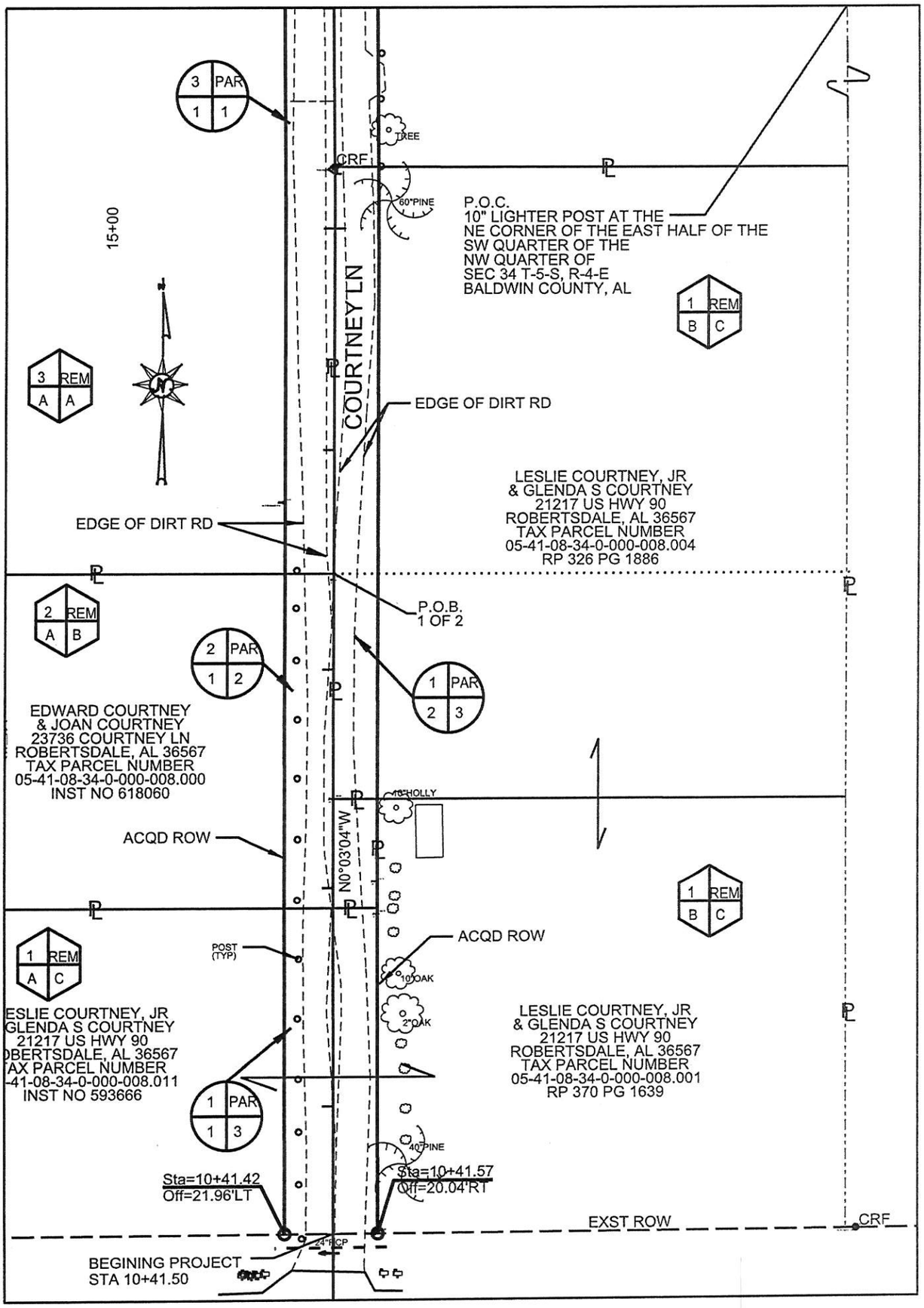
Tammy B. Davis
NOTARY PUBLIC

My Commission Expires: _____

STATE OF ALABAMA NOTARY PUBLIC
TAMMY B. DAVIS
My Commission Expires
October 11, 2020

GRANTEE'S MAILING ADDRESS:

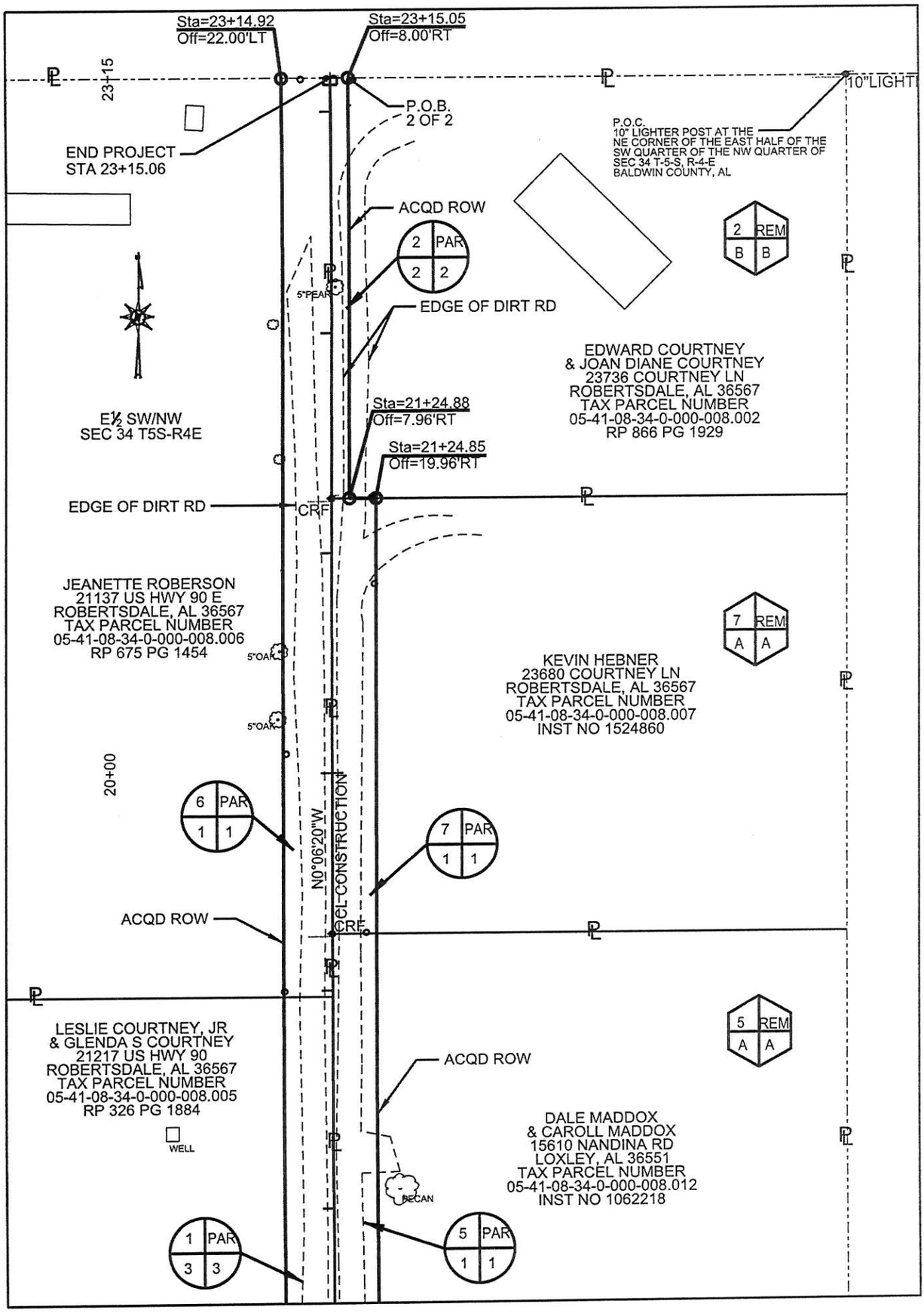
BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576



THIS IS NOT A BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO.	2	PROJECT NO.	0220619
OWNER	EDWARD COURTNEY & JOAN COURTNEY	COUNTY	BALDWIN
TOTAL ACREAGE	1.800	SCALE:	1"=60'
R.O.W. REQUIRED	0.135	DATE;	12-31-2019
PRESCRIPTIVE R.O.W.	N/A	REVISED:	N/A
T.C.E. REQUIRED	N/A	SHEET :	1 OF 2
REMAINDER	1.665		



THIS IS NOT A
BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO.	2	PROJECT NO.	0220619
OWNER	EDWARD COURTNEY & JOAN COURTNEY	COUNTY	BALDWIN
TOTAL ACREAGE	1.800	SCALE:	1"=60'
R.O.W. REQUIRED	0.135	DATE;	12-31-2019
PRESCRIPTIVE R.O.W.	N/A	REVISED:	N/A
T.C.E. REQUIRED	N/A	SHEET :	2 OF 2
REMAINDER	1.665		



COURTNEY LANE
(TRACT 2)

Baldwin County Commission

Agenda Action Form

File #: 20-1549, **Version:** 1 **Item #:** BN5

Meeting Type: BCC Regular Meeting
Meeting Date: 9/15/2020
Item Status: New
From: Joey Nunnally, P.E., County Engineer
Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE
Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0220619 - Courtney Lane (Tract 3)

STAFF RECOMMENDATION
Take the following actions:

1) Accept 0.201 acres on Courtney Lane (Tract 3) as a right-of-way donated to Baldwin County by Kenneth Courtney on January 10, 2020 (Instrument No. 1805144 of Baldwin County Judge of Probate); and

2) Related to the aforesaid, authorize the Chairman to execute IRS Form 8283 for the donated right-of-way.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: On January 10, 2020, the Baldwin County Highway Department accepted a right-of-way donation on Courtney Lane from Kenneth Courtney.

By the Chairman executing the IRS Form 8283, the County is not indicating that it agrees with the valuation of the property, but rather the County is acknowledging the fact that the county did receive the property.

The only part of the form that will be signed by the Chairman is Part IV, Donee Acknowledgement, in which:

1) The date of receipt of the donation is acknowledged; and

2) The County affirms that it will file an IRS information return should it dispose of the property within two (2) years after the date of receipt; and

3) The County states whether it intends to use the property for an unrelated use.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration Staff

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Administration Staff have Chairman sign IRS Form. Mail original to Kenneth Courtney and send copy to Debra Morris and Tate Chalfont.

Contact:
Kenneth Courtney
17677 Davis Road
Summerdale, Alabama 36580

Additional instructions/notes: N/A

Form **8283**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Noncash Charitable Contributions

► **Attach to your tax return if you claimed a total deduction of over $500 for all contributed property.**

► **Information about Form 8283 and its separate instructions is at *www.irs.gov/form8283*.**

OMB No. 1545-0908

Attachment Sequence No. **155**

Name(s) shown on your income tax return

Kenneth Courtney

Identifying number

Note. Figure the amount of your contribution deduction before completing this form. See your tax return instructions.

Section A. Donated Property of $5,000 or Less and Publicly Traded Securities—List in this section **only** items (or groups of similar items) for which you claimed a deduction of $5,000 or less. Also list publicly traded securities even if the deduction is more than $5,000 (see instructions).

Part I **Information on Donated Property—**If you need more space, attach a statement.

1	(a) Name and address of the donee organization	(b) If donated property is a vehicle (see instructions), check the box. Also enter the vehicle identification number (unless Form 1098-C is attached).	(c) Description of donated property (For a vehicle, enter the year, make, model, and mileage. For securities, enter the company name and the number of shares.)
A		☐	
B		☐	
C		☐	
D		☐	
E		☐	

Note. If the amount you claimed as a deduction for an item is $500 or less, you do not have to complete columns (e), (f), and (g).

	(d) Date of the contribution	(e) Date acquired by donor (mo., yr.)	(f) How acquired by donor	(g) Donor's cost or adjusted basis	(h) Fair market value (see instructions)	(i) Method used to determine the fair market value
A						
B						
C						
D						
E						

Part II **Partial Interests and Restricted Use Property—**Complete lines 2a through 2e if you gave less than an entire interest in a property listed in Part I. Complete lines 3a through 3c if conditions were placed on a contribution listed in Part I; also attach the required statement (see instructions).

2a Enter the letter from Part I that identifies the property for which you gave less than an entire interest ► _____
If Part II applies to more than one property, attach a separate statement.

b Total amount claimed as a deduction for the property listed in Part I: **(1)** For this tax year ► _____
(2) For any prior tax years ► _____

c Name and address of each organization to which any such contribution was made in a prior year (complete only if different from the donee organization above):
Name of charitable organization (donee)

Address (number, street, and room or suite no.)

City or town, state, and ZIP code

d For tangible property, enter the place where the property is located or kept ► _____

e Name of any person, other than the donee organization, having actual possession of the property ► _____

		Yes	No
3a	Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property?		
b	Did you give to anyone (other than the donee organization or another organization participating with the donee organization in cooperative fundraising) the right to the income from the donated property or to the possession of the property, including the right to vote donated securities, to acquire the property by purchase or otherwise, or to designate the person having such income, possession, or right to acquire?		
c	Is there a restriction limiting the donated property for a particular use?		

Name(s) shown on your income tax return | Identifying number

Kenneth Courtney

Section B. Donated Property Over $5,000 (Except Publicly Traded Securities)—Complete this section for one item (or one group of similar items) for which you claimed a deduction of more than $5,000 per item or group (except contributions of publicly traded securities reported in Section A). Provide a separate form for each property donated unless it is part of a group of similar items. An appraisal is generally required for property listed in Section B. See instructions.

Part I Information on Donated Property—To be completed by the taxpayer and/or the appraiser.

4 Check the box that describes the type of property donated:

- **a** ☐ Art* (contribution of $20,000 or more)
- **b** ☐ Qualified Conservation Contribution
- **c** ☐ Equipment
- **d** ☐ Art* (contribution of less than $20,000)
- **e** ☑ Other Real Estate
- **f** ☐ Securities
- **g** ☐ Collectibles**
- **h** ☐ Intellectual Property
- **i** ☐ Vehicles
- **j** ☐ Other

*Art includes paintings, sculptures, watercolors, prints, drawings, ceramics, antiques, decorative arts, textiles, carpets, silver, rare manuscripts, historical memorabilia, and other similar objects.

**Collectibles include coins, stamps, books, gems, jewelry, sports memorabilia, dolls, etc., but not art as defined above.

Note. In certain cases, you must attach a qualified appraisal of the property. See instructions.

5	(a) Description of donated property (if you need more space, attach a separate statement)	(b) If tangible property was donated, give a brief summary of the overall physical condition of the property at the time of the gift	(c) Appraised fair market value
A	0.201 acres for County Road ROW	Very Good	
B			
C			
D			

	(d) Date acquired by donor (mo., yr.)	(e) How acquired by donor	(f) Donor's cost or adjusted basis	(g) For bargain sales, enter amount received	See instructions (h) Amount claimed as a deduction	See instructions (i) Date of contribution
A						
B						
C						
D						

Part II Taxpayer (Donor) Statement—List each item included in Part I above that the appraisal identifies as having a value of $500 or less. See instructions.

I declare that the following item(s) included in Part I above has to the best of my knowledge and belief an appraised value of not more than $500 (per item). Enter identifying letter from Part I and describe the specific item. See instructions. ▶ _____

Signature of taxpayer (donor) ▶ Date ▶

Part III Declaration of Appraiser

I declare that I am not the donor, the donee, a party to the transaction in which the donor acquired the property, employed by, or related to any of the foregoing persons, or married to any person who is related to any of the foregoing persons. And, if regularly used by the donor, donee, or party to the transaction, I performed the majority of my appraisals during my tax year for other persons.

Also, I declare that I perform appraisals on a regular basis; and that because of my qualifications as described in the appraisal, I am qualified to make appraisals of the type of property being valued. I certify that the appraisal fees were not based on a percentage of the appraised property value. Furthermore, I understand that a false or fraudulent overstatement of the property value as described in the qualified appraisal or this Form 8283 may subject me to the penalty under section 6701(a) (aiding and abetting the understatement of tax liability). In addition, I understand that I may be subject to a penalty under section 6695A if I know, or reasonably should know, that my appraisal is to be used in connection with a return or claim for refund and a substantial or gross valuation misstatement results from my appraisal. I affirm that I have not been barred from presenting evidence or testimony by the Office of Professional Responsibility.

Sign Here Signature ▶ Title ▶ Date ▶

Business address (including room or suite no.) | Identifying number

City or town, state, and ZIP code

Part IV Donee Acknowledgment—To be completed by the charitable organization.

This charitable organization acknowledges that it is a qualified organization under section 170(c) and that it received the donated property as described in Section B, Part I, above on the following date ▶ January 10, 2020

Furthermore, this organization affirms that in the event it sells, exchanges, or otherwise disposes of the property described in Section B, Part I (or any portion thereof) within 3 years after the date of receipt, it will file **Form 8282,** Donee Information Return, with the IRS and give the donor a copy of that form. This acknowledgment does not represent agreement with the claimed fair market value.

Does the organization intend to use the property for an unrelated use? . . . . . ▶ ☐ Yes ☑ No

Name of charitable organization (donee)	Employer identification number	
Baldwin County Commission		
Address (number, street, and room or suite no.)	City or town, state, and ZIP code	
312 Courthouse Square, Suite 11	Bay Minette, AL 36507	
Authorized signature	Title	Date
	Chairman	

92762

FORM ROW-4
Rev 10/03

THIS INSTRUMENT PREPARED BY THE
BALDWIN COUNTY HIGHWAY DEPARTMENT
ROBERTSDALE, ALABAMA 36567

TC

STATE OF ALABAMA)

COUNTY OF BALDWIN)

Project No. 0220619
Courtney Lane
AFM from US Hwy 90 North 0.20 Miles
05-41-08-34-0-000-008.003
Tract No. 3

FEE SIMPLE
WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten dollars ($10.00), cash in hand paid to the undersigned by Baldwin County, Alabama, the receipt of which is hereby acknowledged, I (we), the undersigned Grantor(s), Kenneth Courtney, being the surviving grantee of deed recorded in Real Property Book 326 page 1888, the other grantee, Deena B. Courtney having died on February 15, 2011, have this day bargained and sold, and by these presents do hereby GRANT, BARGAIN, SELL and CONVEY unto Baldwin County, Alabama, the following described property:

A part of the East Half of the Southwest Quarter of the Northwest Quarter of Section 34, Township 5 South, Range 4 East, identified as Tract Number 3 on Courtney Lane, Project No. 0220619 in Baldwin County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing at a 10-inch lighter post found at the northeast corner of the East Half of the Southwest Quarter of the Northwest Quarter of Section 34, Township 5 South, Range 4 East, in Baldwin County, Alabama;

Thence S00°0'17"E along the east line of said Quarter/Quarter a distance of 573.99 feet to a point;

Thence S90°0'00"W leaving said Quarter/Quarter line a distance of 231.11 feet to the grantor's northeast property corner and being the Point of Beginning of the property herein to be conveyed;

BALDWIN COUNTY, ALABAMA
HARRY D'OLIVE, JR. PROBATE JUDGE
Filed/cert. 1/10/2020 2:38 PM
TOTAL $ 0.00
5 Pages

1805144

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

Thence S00°5'41"E along the grantor's east property line a distance of 397.24 feet to the grantor's southeast property corner;

Thence S90°0'00"W along the grantor's south property line a distance of 22.14 feet to a point on the acquired R/W line;

Thence N00°6'23"W along the acquired R/W line a distance of 397.24 feet to a point on the grantor's north property line;

Thence N90°0'00"E along the grantor's north property line a distance of 22.00 feet to the Point of Beginning of the property herein conveyed and containing 0.201 acres, more or less.

And as shown on the right of way map of record in the Baldwin County Highway Department, a copy of which is also deposited in the office of the Judge of Probate as an aid to persons and entities interested therein and as shown on the Property Sketch attached hereto and made a part hereof.

TO HAVE AND TO HOLD, unto Baldwin County, Alabama, its successors and assigns in fee simple forever.

AND FOR THE CONSIDERATION AFORESAID, I (we) do for myself (ourselves), for my (our) heirs, executors administrators, successors, and assigns covenant to and with Baldwin County, Alabama, that I (we) am (are) lawfully seized and possessed in fee simple of said tract or parcel of land hereinabove described; that I (we) have a good and lawful right to sell and convey the same as aforesaid; that the same is free of all encumbrances, liens, and claims, except the lien for ad valorem taxes which attached on October 1, last past, and which is to be paid by the grantor; and that I (we) will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

THE GRANTOR(S) HEREIN FURTHER COVENANT(S) AND AGREE(S), that the purchase price above-stated is in full compensation to him-her (them) for this conveyance.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal this the 10 day of January, 2020.

Kenneth Courtney

Kenneth Courtney

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

ACKNOWLEDGMENT

STATE OF ALABAMA)

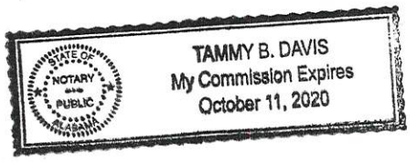
COUNTY OF BALDWIN)

I, Tammy B. Davis, a Notary Public, in and for said County in said State, hereby certify that Kenneth Courtney, whose name is, signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 10 day of January, 2020.

Tammy B. Davis
NOTARY PUBLIC

My Commission Expires: _____



GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

WAIVER OF RIGHTS TO APPRAISAL AND JUST COMPENSATION AND RIGHT-OF-ENTRY

COURTNEY LN
AFM FROM US HWY 90 NORTH 0.20 MILES
PROJECT NO. 0220619
BALDWIN COUNTY
TRACT 3

I (We) the undersigned property owner(s) do hereby acknowledge that I (we) have been made aware of my (our) rights to an appraisal and just compensation and in further consideration of the benefits accrued to my (our) property from the above-referenced project, I (we) do hereby waive my (our) rights to said appraisal and just compensation and grant right-of-entry for the construction of same.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal(s) on this the 10 day of January, 2020.

Kenneth Courtney

Kenneth Courtney

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, Tammy B. Davis, a Notary Public, in and for said County in said State, hereby certify that Kenneth Courtney, whose name is, signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 10 day of January, 2020.

Tammy B. Davis

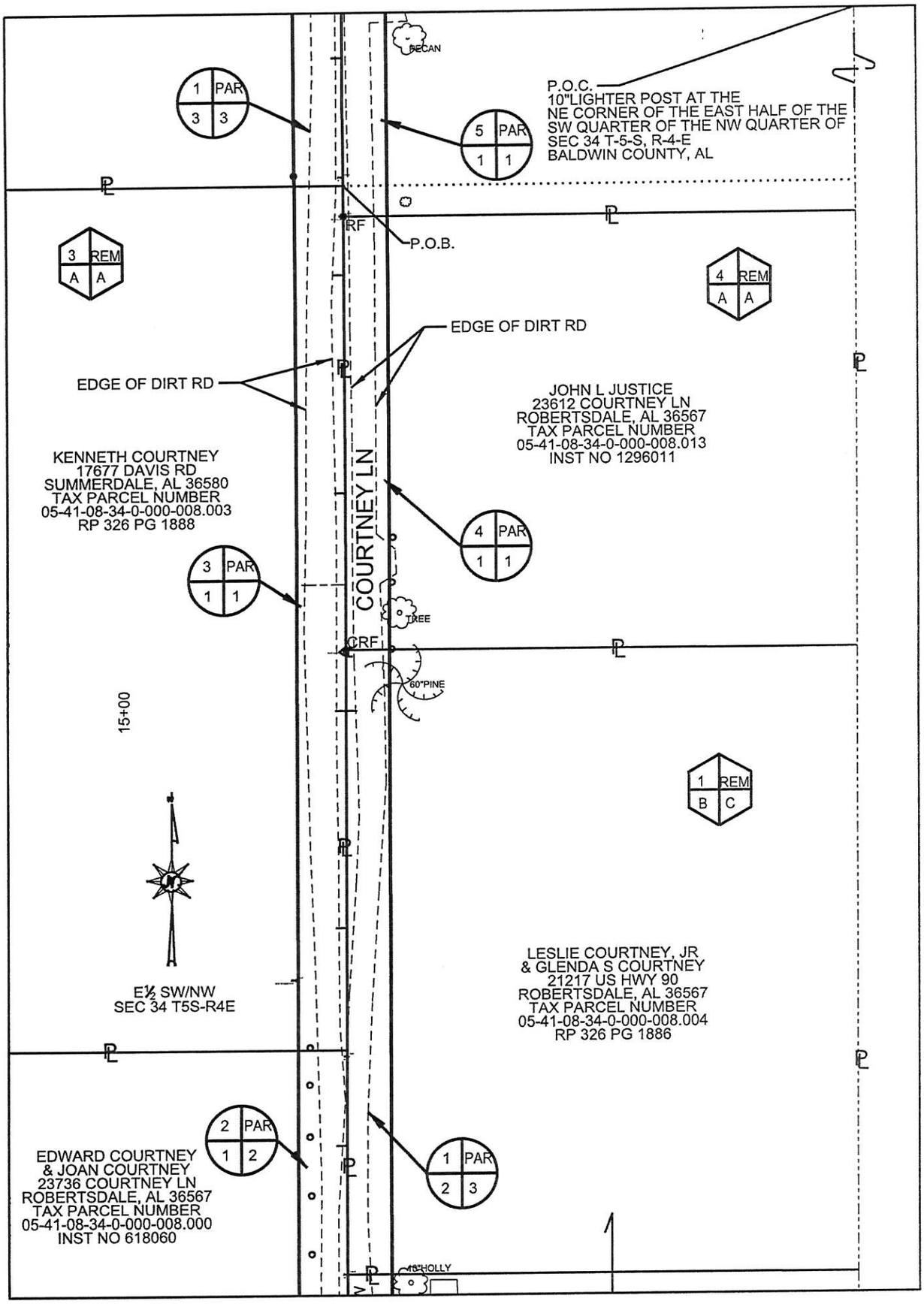
NOTARY PUBLIC

My Commission Expires: _____

STATE OF ALABAMA NOTARY PUBLIC
TAMMY B. DAVIS
My Commission Expires
October 11, 2020

GRANTEE'S MAILING ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576



THIS IS NOT A BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO.	3	PROJECT NO.	0220619
OWNER	KENNETH COURTNEY	COUNTY	BALDWIN
TOTAL ACREAGE	4.672	SCALE:	1"=60'
R.O.W. REQUIRED	0.201	DATE;	12-31-2019
PRESCRIPTIVE R.O.W.	N/A	REVISED:	N/A
T.C.E. REQUIRED	N/A	SHEET :	1 OF 1
REMAINDER	4.471		



COURTNEY LANE
(TRACT 3)

Baldwin County Commission

Agenda Action Form

File #: 20-1550, **Version:** 1 **Item #:** BN6

Meeting Type: BCC Regular Meeting
Meeting Date: 9/15/2020
Item Status: New
From: Joey Nunnally, P.E., County Engineer
Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE
Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0220619 - Courtney Lane (Tract 4)

STAFF RECOMMENDATION
Take the following actions:

1) Accept 0.090 acres on Courtney Lane (Tract 4) as a right-of-way donated to Baldwin County by John L. Justice on January 10, 2020 (Instrument No. 1805145 of Baldwin County Judge of Probate); and

2) Related to the aforesaid, authorize the Chairman to execute IRS Form 8283 for the donated right-of-way.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: On January 10, 2020, the Baldwin County Highway Department accepted a right-of-way donation on Courtney Lane from John L. Justice.

By the Chairman executing the IRS Form 8283, the County is not indicating that it agrees with the valuation of the property, but rather the County is acknowledging the fact that the county did receive the property.

The only part of the form that will be signed by the Chairman is Part IV, Donee Acknowledgement, in which:

1) The date of receipt of the donation is acknowledged; and

2) The County affirms that it will file an IRS information return should it dispose of the property within two (2) years after the date of receipt; and

3) The County states whether it intends to use the property for an unrelated use.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration Staff

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Administration Staff have Chairman sign IRS Form. Mail original to John L. Justice and send copy to Debra Morris and Tate Chalfont.

Contact:
John L. Justice
23612 Courtney Lane
Robertsdale, Alabama 36567

Additional instructions/notes: N/A

Form **8283**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Noncash Charitable Contributions

► **Attach to your tax return if you claimed a total deduction of over $500 for all contributed property.**

► **Information about Form 8283 and its separate instructions is at *www.irs.gov/form8283*.**

OMB No. 1545-0908

Attachment Sequence No. **155**

Name(s) shown on your income tax return

John L. Justice

Identifying number

Note. Figure the amount of your contribution deduction before completing this form. See your tax return instructions.

Section A. Donated Property of $5,000 or Less and Publicly Traded Securities—List in this section **only** items (or groups of similar items) for which you claimed a deduction of $5,000 or less. Also list publicly traded securities even if the deduction is more than $5,000 (see instructions).

Part I **Information on Donated Property—**If you need more space, attach a statement.

1	(a) Name and address of the donee organization	(b) If donated property is a vehicle (see instructions), check the box. Also enter the vehicle identification number (unless Form 1098-C is attached).	(c) Description of donated property (For a vehicle, enter the year, make, model, and mileage. For securities, enter the company name and the number of shares.)
A		☐	
B		☐	
C		☐	
D		☐	
E		☐	

Note. If the amount you claimed as a deduction for an item is $500 or less, you do not have to complete columns (e), (f), and (g).

	(d) Date of the contribution	(e) Date acquired by donor (mo., yr.)	(f) How acquired by donor	(g) Donor's cost or adjusted basis	(h) Fair market value (see instructions)	(i) Method used to determine the fair market value
A						
B						
C						
D						
E						

Part II **Partial Interests and Restricted Use Property—**Complete lines 2a through 2e if you gave less than an entire interest in a property listed in Part I. Complete lines 3a through 3c if conditions were placed on a contribution listed in Part I; also attach the required statement (see instructions).

2a Enter the letter from Part I that identifies the property for which you gave less than an entire interest ► _____
If Part II applies to more than one property, attach a separate statement.

b Total amount claimed as a deduction for the property listed in Part I: **(1)** For this tax year ► _____
(2) For any prior tax years ► _____

c Name and address of each organization to which any such contribution was made in a prior year (complete only if different from the donee organization above):
Name of charitable organization (donee)

Address (number, street, and room or suite no.)

City or town, state, and ZIP code

d For tangible property, enter the place where the property is located or kept ► _____

e Name of any person, other than the donee organization, having actual possession of the property ► _____

		Yes	No
3a	Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property?		
b	Did you give to anyone (other than the donee organization or another organization participating with the donee organization in cooperative fundraising) the right to the income from the donated property or to the possession of the property, including the right to vote donated securities, to acquire the property by purchase or otherwise, or to designate the person having such income, possession, or right to acquire?		
c	Is there a restriction limiting the donated property for a particular use?		

Name(s) shown on your income tax return | Identifying number

John L. Justice

Section B. Donated Property Over $5,000 (Except Publicly Traded Securities)—Complete this section for one item (or one group of similar items) for which you claimed a deduction of more than $5,000 per item or group (except contributions of publicly traded securities reported in Section A). Provide a separate form for each property donated unless it is part of a group of similar items. An appraisal is generally required for property listed in Section B. See instructions.

Part I Information on Donated Property—To be completed by the taxpayer and/or the appraiser.

4 Check the box that describes the type of property donated:

- **a** ☐ Art* (contribution of $20,000 or more)
- **b** ☐ Qualified Conservation Contribution
- **c** ☐ Equipment
- **d** ☐ Art* (contribution of less than $20,000)
- **e** ☑ Other Real Estate
- **f** ☐ Securities
- **g** ☐ Collectibles**
- **h** ☐ Intellectual Property
- **i** ☐ Vehicles
- **j** ☐ Other

*Art includes paintings, sculptures, watercolors, prints, drawings, ceramics, antiques, decorative arts, textiles, carpets, silver, rare manuscripts, historical memorabilia, and other similar objects.

**Collectibles include coins, stamps, books, gems, jewelry, sports memorabilia, dolls, etc., but not art as defined above.

Note. In certain cases, you must attach a qualified appraisal of the property. See instructions.

5	(a) Description of donated property (if you need more space, attach a separate statement)	(b) If tangible property was donated, give a brief summary of the overall physical condition of the property at the time of the gift	(c) Appraised fair market value
A	0.090 acres for County Road ROW	Very Good	
B			
C			
D			

	(d) Date acquired by donor (mo., yr.)	(e) How acquired by donor	(f) Donor's cost or adjusted basis	(g) For bargain sales, enter amount received	See instructions (h) Amount claimed as a deduction	See instructions (i) Date of contribution
A						
B						
C						
D						

Part II Taxpayer (Donor) Statement—List each item included in Part I above that the appraisal identifies as having a value of $500 or less. See instructions.

I declare that the following item(s) included in Part I above has to the best of my knowledge and belief an appraised value of not more than $500 (per item). Enter identifying letter from Part I and describe the specific item. See instructions. ▶ _____

Signature of taxpayer (donor) ▶ Date ▶

Part III Declaration of Appraiser

I declare that I am not the donor, the donee, a party to the transaction in which the donor acquired the property, employed by, or related to any of the foregoing persons, or married to any person who is related to any of the foregoing persons. And, if regularly used by the donor, donee, or party to the transaction, I performed the majority of my appraisals during my tax year for other persons.

Also, I declare that I perform appraisals on a regular basis; and that because of my qualifications as described in the appraisal, I am qualified to make appraisals of the type of property being valued. I certify that the appraisal fees were not based on a percentage of the appraised property value. Furthermore, I understand that a false or fraudulent overstatement of the property value as described in the qualified appraisal or this Form 8283 may subject me to the penalty under section 6701(a) (aiding and abetting the understatement of tax liability). In addition, I understand that I may be subject to a penalty under section 6695A if I know, or reasonably should know, that my appraisal is to be used in connection with a return or claim for refund and a substantial or gross valuation misstatement results from my appraisal. I affirm that I have not been barred from presenting evidence or testimony by the Office of Professional Responsibility.

Sign Here Signature ▶ Title ▶ Date ▶

Business address (including room or suite no.) | Identifying number

City or town, state, and ZIP code

Part IV Donee Acknowledgment—To be completed by the charitable organization.

This charitable organization acknowledges that it is a qualified organization under section 170(c) and that it received the donated property as described in Section B, Part I, above on the following date ▶ January 10, 2020

Furthermore, this organization affirms that in the event it sells, exchanges, or otherwise disposes of the property described in Section B, Part I (or any portion thereof) within 3 years after the date of receipt, it will file **Form 8282,** Donee Information Return, with the IRS and give the donor a copy of that form. This acknowledgment does not represent agreement with the claimed fair market value.

Does the organization intend to use the property for an unrelated use? . . . . . ▶ ☐ Yes ☑ No

Name of charitable organization (donee)	Employer identification number	
Baldwin County Commission		
Address (number, street, and room or suite no.)	City or town, state, and ZIP code	
312 Courthouse Square, Suite 11	Bay Minette, AL 36507	
Authorized signature	Title	Date
	Chairman	

PPIN - 380012

FORM ROW-4
Rev 10/03

THIS INSTRUMENT PREPARED BY THE
BALDWIN COUNTY HIGHWAY DEPARTMENT
ROBERTSDALE, ALABAMA 36567

TC

STATE OF ALABAMA)

COUNTY OF BALDWIN)

Project No. 0220619
Courtney Lane
AFM from US Hwy 90 North 0.20 Miles
05-41-08-34-0-000-008.013
Tract No. 4

FEE SIMPLE
WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten dollars ($10.00), cash in hand paid to the undersigned by Baldwin County, Alabama, the receipt of which is hereby acknowledged, I (we), the undersigned Grantor(s), John L. Justice, a single man, have this day bargained and sold, and by these presents do hereby GRANT, BARGAIN, SELL and CONVEY unto Baldwin County, Alabama, the following described property:

A part of the East Half of the Southwest Quarter of the Northwest Quarter of Section 34, Township 5 South, Range 4 East, identified as Tract Number 4 on Courtney Lane, Project No. 0220619 in Baldwin County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing at a 10-inch lighter post found at the northeast corner of the East Half of the Southwest Quarter of the Northwest Quarter of Section 34, Township 5 South, Range 4 East, in Baldwin County, Alabama;

Thence S00°0'17"E along the east line of said Quarter/Quarter a distance of 588.08 feet to the grantor's northeast property corner;

Thence S90°0'00"W along the grantor's north property line a distance of 211.29 feet to a point on the acquired R/W line and being the Point of Beginning of the property herein to be conveyed;

Thence S00°5'6"E along the acquired R/W line a distance of 198.95 feet to a point on the grantor's property line;

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

BALDWIN COUNTY, ALABAMA
HARRY D'OLIVE, JR. PROBATE JUDGE
Filed/cert. 1/10/2020 2:34 PM
TOTAL $ 0.00
5 Pages

1805145

Thence N89°59'11"W along the grantor's south property line a distance of 19.75 feet to the grantor's southwest property corner;

Thence N00°5'41"W along the grantor's west property line a distance of 198.95 feet to the grantor's northwest property corner;

Thence N90°0'00"E along the grantor's north property line a distance of 19.78 feet to the Point of Beginning of the property herein conveyed and containing 0.090 acres, more or less.

And as shown on the right of way map of record in the Baldwin County Highway Department, a copy of which is also deposited in the office of the Judge of Probate as an aid to persons and entities interested therein and as shown on the Property Sketch attached hereto and made a part hereof.

TO HAVE AND TO HOLD, unto Baldwin County, Alabama, its successors and assigns in fee simple forever.

AND FOR THE CONSIDERATION AFORESAID, I (we) do for myself (ourselves), for my (our) heirs, executors administrators, successors, and assigns covenant to and with Baldwin County, Alabama, that I (we) am (are) lawfully seized and possessed in fee simple of said tract or parcel of land hereinabove described; that I (we) have a good and lawful right to sell and convey the same as aforesaid; that the same is free of all encumbrances, liens, and claims, except the lien for ad valorem taxes which attached on October 1, last past, and which is to be paid by the grantor; and that I (we) will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

THE GRANTOR(S) HEREIN FURTHER COVENANT(S) AND AGREE(S), that the purchase price above-stated is in full compensation to him-her (them) for this conveyance.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal this the 10 day of January, 2020.

John L. Justice

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, Tammy B. Davis, a Notary Public, in and for said County in said State, hereby certify that John L. Justice, whose name is, signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 10 day of January, 2020.

Tammy B. Davis
NOTARY PUBLIC

My Commission Expires: _____

STATE OF ALABAMA NOTARY PUBLIC
TAMMY B. DAVIS
My Commission Expires
October 11, 2020

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

WAIVER OF RIGHTS TO APPRAISAL AND JUST COMPENSATION AND RIGHT-OF-ENTRY

COURTNEY LN
AFM FROM US HWY 90 NORTH 0.20 MILES
PROJECT NO. 0220619
BALDWIN COUNTY
TRACT 4

I (We) the undersigned property owner(s) do hereby acknowledge that I (we) have been made aware of my (our) rights to an appraisal and just compensation and in further consideration of the benefits accrued to my (our) property from the above-referenced project, I (we) do hereby waive my (our) rights to said appraisal and just compensation and grant right-of-entry for the construction of same.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal(s) on this the 10 day of January, 2020.

John L. Justice

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, Tammy B. Davis, a Notary Public, in and for said County in said State, hereby certify that John L. Justice, whose name is, signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 10 day of January, 2020.

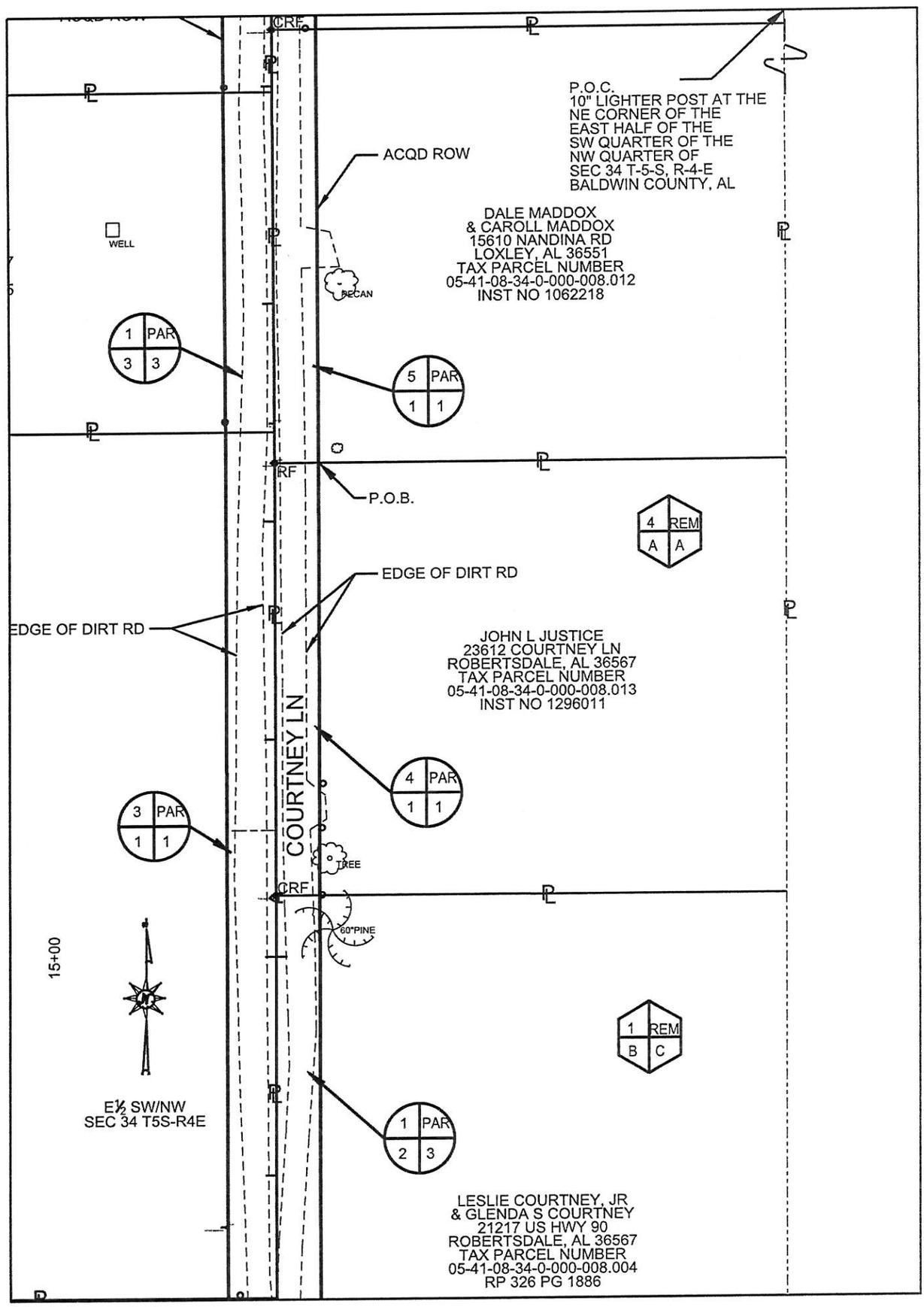
Tammy B. Davis
NOTARY PUBLIC

My Commission Expires: _____

STATE OF ALABAMA NOTARY PUBLIC
TAMMY B. DAVIS
My Commission Expires
October 11, 2020

GRANTEE'S MAILING ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576



THIS IS NOT A BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO.	4	PROJECT NO.	0220619
OWNER	JOHN L JUSTICE	COUNTY	BALDWIN
TOTAL ACREAGE	1.054	SCALE:	1"=60'
R.O.W. REQUIRED	0.090	DATE;	12-31-2019
PRESCRIPTIVE R.O.W.	N/A	REVISED:	N/A
T.C.E. REQUIRED	N/A	SHEET :	1 OF 1
REMAINDER	0.964		



COURTNEY LANE
(TRACT 4)

Baldwin County Commission

Agenda Action Form

File #: 20-1551, **Version:** 1 **Item #:** BN7

Meeting Type: BCC Regular Meeting
Meeting Date: 9/15/2020
Item Status: New
From: Joey Nunnally, P.E., County Engineer
Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE
Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0220619 - Courtney Lane (Tract 5)

STAFF RECOMMENDATION
Take the following actions:

1) Accept 0.091 acres on Courtney Lane (Tract 5) as a right-of-way donated to Baldwin County by Dale Maddox and Caroll Annitta Parks on January 10, 2020 (Instrument No. 1805146 of Baldwin County Judge of Probate); and

2) Related to the aforesaid, authorize the Chairman to execute IRS Form 8283 for the donated right-of-way.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: On January 10, 2020, the Baldwin County Highway Department accepted a right-of-way donation on Courtney Lane from Dale Maddox and Caroll Annitta Parks.

By the Chairman executing the IRS Form 8283, the County is not indicating that it agrees with the valuation of the property, but rather the County is acknowledging the fact that the county did receive the property.

The only part of the form that will be signed by the Chairman is Part IV, Donee Acknowledgement, in which:

1) The date of receipt of the donation is acknowledged; and

2) The County affirms that it will file an IRS information return should it dispose of the property within two (2) years after the date of receipt; and

3) The County states whether it intends to use the property for an unrelated use.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration Staff

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Administration Staff have Chairman sign IRS Form. Mail original to Dale Maddox and Caroll Annitta Parks and send copy to Debra Morris and Tate Chalfont.

Contact:
Dale Maddox and Caroll Annitta Parks
23612a Courtney Lane
Robertsdale, Alabama 36567

Additional instructions/notes: N/A

Form **8283**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Noncash Charitable Contributions

► **Attach to your tax return if you claimed a total deduction of over $500 for all contributed property.**

► **Information about Form 8283 and its separate instructions is at *www.irs.gov/form8283*.**

OMB No. 1545-0908

Attachment Sequence No. **155**

Name(s) shown on your income tax return

Dale Maddox and Caroll Annitta Parks

Identifying number

Note. Figure the amount of your contribution deduction before completing this form. See your tax return instructions.

Section A. Donated Property of $5,000 or Less and Publicly Traded Securities—List in this section **only** items (or groups of similar items) for which you claimed a deduction of $5,000 or less. Also list publicly traded securities even if the deduction is more than $5,000 (see instructions).

Part I **Information on Donated Property—**If you need more space, attach a statement.

1	(a) Name and address of the donee organization	(b) If donated property is a vehicle (see instructions), check the box. Also enter the vehicle identification number (unless Form 1098-C is attached).	(c) Description of donated property (For a vehicle, enter the year, make, model, and mileage. For securities, enter the company name and the number of shares.)
A		☐	
B		☐	
C		☐	
D		☐	
E		☐	

Note. If the amount you claimed as a deduction for an item is $500 or less, you do not have to complete columns (e), (f), and (g).

	(d) Date of the contribution	(e) Date acquired by donor (mo., yr.)	(f) How acquired by donor	(g) Donor's cost or adjusted basis	(h) Fair market value (see instructions)	(i) Method used to determine the fair market value
A						
B						
C						
D						
E						

Part II **Partial Interests and Restricted Use Property—**Complete lines 2a through 2e if you gave less than an entire interest in a property listed in Part I. Complete lines 3a through 3c if conditions were placed on a contribution listed in Part I; also attach the required statement (see instructions).

2a Enter the letter from Part I that identifies the property for which you gave less than an entire interest ► _____
If Part II applies to more than one property, attach a separate statement.

b Total amount claimed as a deduction for the property listed in Part I: **(1)** For this tax year ► _____
(2) For any prior tax years ► _____

c Name and address of each organization to which any such contribution was made in a prior year (complete only if different from the donee organization above):
Name of charitable organization (donee)

Address (number, street, and room or suite no.)

City or town, state, and ZIP code

d For tangible property, enter the place where the property is located or kept ► _____

e Name of any person, other than the donee organization, having actual possession of the property ► _____

		Yes	No
3a	Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property?		
b	Did you give to anyone (other than the donee organization or another organization participating with the donee organization in cooperative fundraising) the right to the income from the donated property or to the possession of the property, including the right to vote donated securities, to acquire the property by purchase or otherwise, or to designate the person having such income, possession, or right to acquire?		
c	Is there a restriction limiting the donated property for a particular use?		

Name(s) shown on your income tax return | Identifying number

Dale Maddox and Caroll Annitta Parks

Section B. Donated Property Over $5,000 (Except Publicly Traded Securities)—Complete this section for one item (or one group of similar items) for which you claimed a deduction of more than $5,000 per item or group (except contributions of publicly traded securities reported in Section A). Provide a separate form for each property donated unless it is part of a group of similar items. An appraisal is generally required for property listed in Section B. See instructions.

Part I Information on Donated Property—To be completed by the taxpayer and/or the appraiser.

4 Check the box that describes the type of property donated:

- **a** ☐ Art* (contribution of $20,000 or more)
- **b** ☐ Qualified Conservation Contribution
- **c** ☐ Equipment
- **d** ☐ Art* (contribution of less than $20,000)
- **e** ☑ Other Real Estate
- **f** ☐ Securities
- **g** ☐ Collectibles**
- **h** ☐ Intellectual Property
- **i** ☐ Vehicles
- **j** ☐ Other

*Art includes paintings, sculptures, watercolors, prints, drawings, ceramics, antiques, decorative arts, textiles, carpets, silver, rare manuscripts, historical memorabilia, and other similar objects.

**Collectibles include coins, stamps, books, gems, jewelry, sports memorabilia, dolls, etc., but not art as defined above.

Note. In certain cases, you must attach a qualified appraisal of the property. See instructions.

5	(a) Description of donated property (if you need more space, attach a separate statement)	(b) If tangible property was donated, give a brief summary of the overall physical condition of the property at the time of the gift	(c) Appraised fair market value
A	0.091 acres for County Road ROW	Very Good	
B			
C			
D			

	(d) Date acquired by donor (mo., yr.)	(e) How acquired by donor	(f) Donor's cost or adjusted basis	(g) For bargain sales, enter amount received	See instructions (h) Amount claimed as a deduction	See instructions (i) Date of contribution
A						
B						
C						
D						

Part II Taxpayer (Donor) Statement—List each item included in Part I above that the appraisal identifies as having a value of $500 or less. See instructions.

I declare that the following item(s) included in Part I above has to the best of my knowledge and belief an appraised value of not more than $500 (per item). Enter identifying letter from Part I and describe the specific item. See instructions. ▶ _____

Signature of taxpayer (donor) ▶ Date ▶

Part III Declaration of Appraiser

I declare that I am not the donor, the donee, a party to the transaction in which the donor acquired the property, employed by, or related to any of the foregoing persons, or married to any person who is related to any of the foregoing persons. And, if regularly used by the donor, donee, or party to the transaction, I performed the majority of my appraisals during my tax year for other persons.

Also, I declare that I perform appraisals on a regular basis; and that because of my qualifications as described in the appraisal, I am qualified to make appraisals of the type of property being valued. I certify that the appraisal fees were not based on a percentage of the appraised property value. Furthermore, I understand that a false or fraudulent overstatement of the property value as described in the qualified appraisal or this Form 8283 may subject me to the penalty under section 6701(a) (aiding and abetting the understatement of tax liability). In addition, I understand that I may be subject to a penalty under section 6695A if I know, or reasonably should know, that my appraisal is to be used in connection with a return or claim for refund and a substantial or gross valuation misstatement results from my appraisal. I affirm that I have not been barred from presenting evidence or testimony by the Office of Professional Responsibility.

Sign Here Signature ▶ Title ▶ Date ▶

Business address (including room or suite no.) | Identifying number

City or town, state, and ZIP code

Part IV Donee Acknowledgment—To be completed by the charitable organization.

This charitable organization acknowledges that it is a qualified organization under section 170(c) and that it received the donated property as described in Section B, Part I, above on the following date ▶ January 10, 2020

Furthermore, this organization affirms that in the event it sells, exchanges, or otherwise disposes of the property described in Section B, Part I (or any portion thereof) within 3 years after the date of receipt, it will file **Form 8282,** Donee Information Return, with the IRS and give the donor a copy of that form. This acknowledgment does not represent agreement with the claimed fair market value.

Does the organization intend to use the property for an unrelated use? . . . . . ▶ ☐ Yes ☑ No

Name of charitable organization (donee)	Employer identification number
Baldwin County Commission	
Address (number, street, and room or suite no.)	**City or town, state, and ZIP code**
312 Courthouse Square, Suite 11	Bay Minette, AL 36507
Authorized signature	**Title** / **Date**
	Chairman

300011

FORM ROW-4
Rev 10/03

TC

THIS INSTRUMENT PREPARED BY THE
BALDWIN COUNTY HIGHWAY DEPARTMENT
ROBERTSDALE, ALABAMA 36567

STATE OF ALABAMA)

COUNTY OF BALDWIN)

Project No. 0220619
Courtney Lane
AFM from US Hwy 90 North 0.20 Miles
05-41-08-34-0-000-008.012
Tract No. 5

FEE SIMPLE
WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten dollars ($10.00), cash in hand paid to the undersigned by Baldwin County, Alabama, the receipt of which is hereby acknowledged, I (we), the undersigned Grantor(s), Dale Maddox, a single man, and Caroll Annitta Parks formerly known as Caroll Maddox, a single woman, have this day bargained and sold, and by these presents do hereby GRANT, BARGAIN, SELL and CONVEY unto Baldwin County, Alabama, the following described property:

A part of the East Half of the Southwest Quarter of the Northwest Quarter of Section 34, Township 5 South, Range 4 East, identified as Tract Number 5 on Courtney Lane, Project No. 0220619 in Baldwin County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing at a 10-inch lighter post found at the northeast corner of the East Half of the Southwest Quarter of the Northwest Quarter of Section 34, Township 5 South, Range 4 East, in Baldwin County, Alabama;

Thence S00°0'17"E along the east line of said Quarter/Quarter a distance of 389.08 feet to the grantor's northeast property corner;

Thence S89°59'59"W along the grantor's north property line a distance of 211.57 feet to a point on the acquired R/W line and being the Point of Beginning of the property herein to be conveyed;

Thence S00°5'6"E along the acquired R/W line a distance of 199.00 feet to a point on the grantor's south property line;

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

BALDWIN COUNTY, ALABAMA
HARRY D'OLIVE, JR. PROBATE JUDGE
Filed/cert. 1/10/2020 2:35 PM
TOTAL $ 0.00
6 Pages

1805146

Thence S90°0'00"W along the grantor's south property line a distance of 19.78 feet to the grantor's southwest property corner;

Thence N00°8'14"W along the grantor's west property line a distance of 199.00 feet to the grantor's northwest property corner;

Thence N89°59'59"E along the grantor's north property line a distance of 20.05 feet to the Point of Beginning of the property herein conveyed and containing 0.091 acres, more or less.

And as shown on the right of way map of record in the Baldwin County Highway Department, a copy of which is also deposited in the office of the Judge of Probate as an aid to persons and entities interested therein and as shown on the Property Sketch attached hereto and made a part hereof.

TO HAVE AND TO HOLD, unto Baldwin County, Alabama, its successors and assigns in fee simple forever.

AND FOR THE CONSIDERATION AFORESAID, I (we) do for myself (ourselves), for my (our) heirs, executors administrators, successors, and assigns covenant to and with Baldwin County, Alabama, that I (we) am (are) lawfully seized and possessed in fee simple of said tract or parcel of land hereinabove described; that I (we) have a good and lawful right to sell and convey the same as aforesaid; that the same is free of all encumbrances, liens, and claims, except the lien for ad valorem taxes which attached on October 1, last past, and which is to be paid by the grantor; and that I (we) will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

THE GRANTOR(S) HEREIN FURTHER COVENANT(S) AND AGREE(S), that the purchase price above-stated is in full compensation to him-her (them) for this conveyance.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal this the _____ day of_____, 2020.

Dale Maddox

Caroll Annitta Parks FKA Caroll Maddox

Caroll Maddox

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, Tammy B. Davis, a Notary Public, in and for said County in said State, hereby certify that Dale Maddox, whose name is, signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 8 day of January, 2020.

Tammy B. Davis
NOTARY PUBLIC

My Commission Expires: _____

STATE OF ALABAMA NOTARY PUBLIC
TAMMY B. DAVIS
My Commission Expires
October 11, 2020

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF BALDWIN)

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

Given under my hand and official seal this _____ day of _____, 2020.

_____
NOTARY PUBLIC

My Commission Expires: _____

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

WAIVER OF RIGHTS TO APPRAISAL AND JUST COMPENSATION AND RIGHT-OF-ENTRY

COURTNEY LN
AFM FROM US HWY 90 NORTH 0.20 MILES
PROJECT NO. 0220619
BALDWIN COUNTY
TRACT 5 (1 of 2)

I (We) the undersigned property owner(s) do hereby acknowledge that I (we) have been made aware of my (our) rights to an appraisal and just compensation and in further consideration of the benefits accrued to my (our) property from the above-referenced project, I (we) do hereby waive my (our) rights to said appraisal and just compensation and grant right-of-entry for the construction of same.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal(s) on this the 8 day of January, 2020.

Dale Maddox

Dale Maddox

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, Tammy B. Davis, a Notary Public, in and for said County in said State, hereby certify that Dale Maddox, whose name is, signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 8 day of January, 2020.

Tammy B. Davis

NOTARY PUBLIC

My Commission Expires: _____

STATE OF ALABAMA NOTARY PUBLIC

TA[illegible]S
[illegible] Expires
[illegible] 2020

GRANTEE'S MAILING ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

WAIVER OF RIGHTS TO APPRAISAL AND JUST COMPENSATION AND RIGHT-OF-ENTRY

COURTNEY LN
AFM FROM US HWY 90 NORTH 0.20 MILES
PROJECT NO. 0220619
BALDWIN COUNTY
TRACT 5 (2 of 2)

I (We) the undersigned property owner(s) do hereby acknowledge that I (we) have been made aware of my (our) rights to an appraisal and just compensation and in further consideration of the benefits accrued to my (our) property from the above-referenced project, I (we) do hereby waive my (our) rights to said appraisal and just compensation and grant right-of-entry for the construction of same.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal(s) on this the 10 day of January, 2020.

Caroll Annitta Parks
Caroll Annitta Parks FKA Caroll Maddox
Caroll Maddox

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, Tammy B. Davis, a Notary Public, in and for said County in said State, hereby certify that Caroll Annitta Parks formerly known as Caroll Maddox, whose name is, signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 10 day of January, 2020.

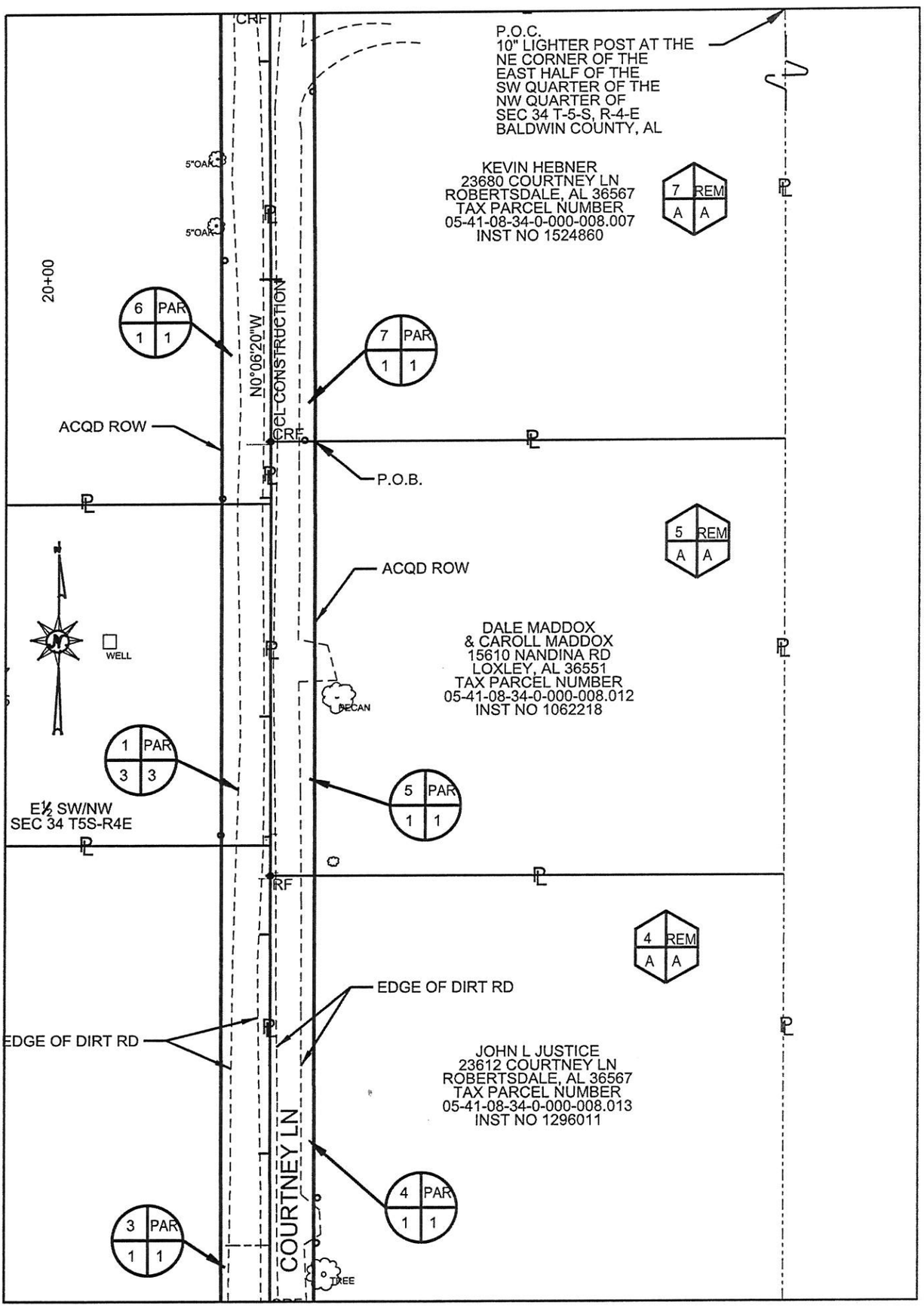
Tammy B. Davis
NOTARY PUBLIC

My Commission Expires: _____

STATE OF ALABAMA NOTARY PUBLIC
TAMMY B. DAVIS
My Commission Expires
October 11, 2020

GRANTEE'S MAILING ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576



THIS IS NOT A BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO.	5	PROJECT NO.	0220619
OWNER	DALE & CAROLL MADDOX	COUNTY	BALDWIN
TOTAL ACREAGE	1.056	SCALE:	1"60'
R.O.W. REQUIRED	0.091	DATE;	12-31-2019
PRESCRIPTIVE R.O.W.	N/A	REVISED:	N/A
T.C.E. REQUIRED	N/A	SHEET :	1 OF 1
REMAINDER	0.965		



COURTNEY LANE
(TRACT 5)

Baldwin County Commission

Agenda Action Form

File #: 20-1552, **Version:** 1 **Item #:** BN8

Meeting Type: BCC Regular Meeting
Meeting Date: 9/15/2020
Item Status: New
From: Joey Nunnally, P.E., County Engineer
Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE
Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0220619 - Courtney Lane (Tract 6)

STAFF RECOMMENDATION
Take the following actions:

1) Accept 0.211 acres on Courtney Lane (Tract 6) as a right-of-way donated to Baldwin County by Jeanette Roberson on January 10, 2020 (Instrument No. 1805147 of Baldwin County Judge of Probate); and

2) Related to the aforesaid, authorize the Chairman to execute IRS Form 8283 for the donated right-of-way.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: On January 10, 2020, the Baldwin County Highway Department accepted a right-of-way donation on Courtney Lane from Jeanette Roberson.

By the Chairman executing the IRS Form 8283, the County is not indicating that it agrees with the valuation of the property, but rather the County is acknowledging the fact that the county did receive the property.

The only part of the form that will be signed by the Chairman is Part IV, Donee Acknowledgement, in which:

1) The date of receipt of the donation is acknowledged; and

2) The County affirms that it will file an IRS information return should it dispose of the property within two (2) years after the date of receipt; and

3) The County states whether it intends to use the property for an unrelated use.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration Staff

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Administration Staff have Chairman sign IRS Form. Mail original to Jeanette Roberson and send copy to Debra Morris and Tate Chalfont.

Contact:
Jeanette Roberson
21137 US Highway 90 E
Robertsdale, Alabama 36567

Additional instructions/notes: N/A

Form **8283**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Noncash Charitable Contributions

► **Attach to your tax return if you claimed a total deduction of over $500 for all contributed property.**

► **Information about Form 8283 and its separate instructions is at *www.irs.gov/form8283*.**

OMB No. 1545-0908

Attachment Sequence No. **155**

Name(s) shown on your income tax return

Jeanette Roberson

Identifying number

Note. Figure the amount of your contribution deduction before completing this form. See your tax return instructions.

Section A. Donated Property of $5,000 or Less and Publicly Traded Securities—List in this section **only** items (or groups of similar items) for which you claimed a deduction of $5,000 or less. Also list publicly traded securities even if the deduction is more than $5,000 (see instructions).

Part I **Information on Donated Property—**If you need more space, attach a statement.

1	(a) Name and address of the donee organization	(b) If donated property is a vehicle (see instructions), check the box. Also enter the vehicle identification number (unless Form 1098-C is attached).	(c) Description of donated property (For a vehicle, enter the year, make, model, and mileage. For securities, enter the company name and the number of shares.)
A		☐	
B		☐	
C		☐	
D		☐	
E		☐	

Note. If the amount you claimed as a deduction for an item is $500 or less, you do not have to complete columns (e), (f), and (g).

	(d) Date of the contribution	(e) Date acquired by donor (mo., yr.)	(f) How acquired by donor	(g) Donor's cost or adjusted basis	(h) Fair market value (see instructions)	(i) Method used to determine the fair market value
A						
B						
C						
D						
E						

Part II **Partial Interests and Restricted Use Property—**Complete lines 2a through 2e if you gave less than an entire interest in a property listed in Part I. Complete lines 3a through 3c if conditions were placed on a contribution listed in Part I; also attach the required statement (see instructions).

2a Enter the letter from Part I that identifies the property for which you gave less than an entire interest ► _____
If Part II applies to more than one property, attach a separate statement.

b Total amount claimed as a deduction for the property listed in Part I: **(1)** For this tax year ► _____
(2) For any prior tax years ► _____

c Name and address of each organization to which any such contribution was made in a prior year (complete only if different from the donee organization above):
Name of charitable organization (donee)

Address (number, street, and room or suite no.)

City or town, state, and ZIP code

d For tangible property, enter the place where the property is located or kept ► _____

e Name of any person, other than the donee organization, having actual possession of the property ► _____

		Yes	No
3a	Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property?		
b	Did you give to anyone (other than the donee organization or another organization participating with the donee organization in cooperative fundraising) the right to the income from the donated property or to the possession of the property, including the right to vote donated securities, to acquire the property by purchase or otherwise, or to designate the person having such income, possession, or right to acquire?		
c	Is there a restriction limiting the donated property for a particular use?		

Name(s) shown on your income tax return | Identifying number

Jeanette Roberson

Section B. Donated Property Over $5,000 (Except Publicly Traded Securities)—Complete this section for one item (or one group of similar items) for which you claimed a deduction of more than $5,000 per item or group (except contributions of publicly traded securities reported in Section A). Provide a separate form for each property donated unless it is part of a group of similar items. An appraisal is generally required for property listed in Section B. See instructions.

Part I Information on Donated Property—To be completed by the taxpayer and/or the appraiser.

4 Check the box that describes the type of property donated:

- **a** ☐ Art* (contribution of $20,000 or more)
- **b** ☐ Qualified Conservation Contribution
- **c** ☐ Equipment
- **d** ☐ Art* (contribution of less than $20,000)
- **e** ☑ Other Real Estate
- **f** ☐ Securities
- **g** ☐ Collectibles**
- **h** ☐ Intellectual Property
- **i** ☐ Vehicles
- **j** ☐ Other

*Art includes paintings, sculptures, watercolors, prints, drawings, ceramics, antiques, decorative arts, textiles, carpets, silver, rare manuscripts, historical memorabilia, and other similar objects.

**Collectibles include coins, stamps, books, gems, jewelry, sports memorabilia, dolls, etc., but not art as defined above.

Note. In certain cases, you must attach a qualified appraisal of the property. See instructions.

5	(a) Description of donated property (if you need more space, attach a separate statement)	(b) If tangible property was donated, give a brief summary of the overall physical condition of the property at the time of the gift	(c) Appraised fair market value
A	0.211 acres for County Road ROW	Very Good	
B			
C			
D			

	(d) Date acquired by donor (mo., yr.)	(e) How acquired by donor	(f) Donor's cost or adjusted basis	(g) For bargain sales, enter amount received	See instructions (h) Amount claimed as a deduction	See instructions (i) Date of contribution
A						
B						
C						
D						

Part II Taxpayer (Donor) Statement—List each item included in Part I above that the appraisal identifies as having a value of $500 or less. See instructions.

I declare that the following item(s) included in Part I above has to the best of my knowledge and belief an appraised value of not more than $500 (per item). Enter identifying letter from Part I and describe the specific item. See instructions. ▶ _____

Signature of taxpayer (donor) ▶ Date ▶

Part III Declaration of Appraiser

I declare that I am not the donor, the donee, a party to the transaction in which the donor acquired the property, employed by, or related to any of the foregoing persons, or married to any person who is related to any of the foregoing persons. And, if regularly used by the donor, donee, or party to the transaction, I performed the majority of my appraisals during my tax year for other persons.

Also, I declare that I perform appraisals on a regular basis; and that because of my qualifications as described in the appraisal, I am qualified to make appraisals of the type of property being valued. I certify that the appraisal fees were not based on a percentage of the appraised property value. Furthermore, I understand that a false or fraudulent overstatement of the property value as described in the qualified appraisal or this Form 8283 may subject me to the penalty under section 6701(a) (aiding and abetting the understatement of tax liability). In addition, I understand that I may be subject to a penalty under section 6695A if I know, or reasonably should know, that my appraisal is to be used in connection with a return or claim for refund and a substantial or gross valuation misstatement results from my appraisal. I affirm that I have not been barred from presenting evidence or testimony by the Office of Professional Responsibility.

Sign Here Signature ▶ Title ▶ Date ▶

Business address (including room or suite no.) | Identifying number

City or town, state, and ZIP code

Part IV Donee Acknowledgment—To be completed by the charitable organization.

This charitable organization acknowledges that it is a qualified organization under section 170(c) and that it received the donated property as described in Section B, Part I, above on the following date ▶ January 10, 2020

Furthermore, this organization affirms that in the event it sells, exchanges, or otherwise disposes of the property described in Section B, Part I (or any portion thereof) within 3 years after the date of receipt, it will file **Form 8282,** Donee Information Return, with the IRS and give the donor a copy of that form. This acknowledgment does not represent agreement with the claimed fair market value.

Does the organization intend to use the property for an unrelated use? . . . . . ▶ ☐ Yes ☑ No

Name of charitable organization (donee)	Employer identification number	
Baldwin County Commission		
Address (number, street, and room or suite no.)	City or town, state, and ZIP code	
312 Courthouse Square, Suite 11	Bay Minette, AL 36507	
Authorized signature	Title	Date
	Chairman	

98295

FORM ROW-4
Rev 10/03

THIS INSTRUMENT PREPARED BY THE
BALDWIN COUNTY HIGHWAY DEPARTMENT
ROBERTSDALE, ALABAMA 36567

STATE OF ALABAMA)

COUNTY OF BALDWIN)

Project No. 0220619
Courtney Lane
AFM from US Hwy 90 North 0.20 Miles
05-41-08-34-0-000-008.006
Tract No. 6

TC

FEE SIMPLE
WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten dollars ($10.00), cash in hand paid to the undersigned by Baldwin County, Alabama, the receipt of which is hereby acknowledged, I (we), the undersigned Grantor(s), Jeanette Roberson, a widow, have this day bargained and sold, and by these presents do hereby GRANT, BARGAIN, SELL and CONVEY unto Baldwin County, Alabama, the following described property:

A part of the East Half of the Southwest Quarter of the Northwest Quarter of Section 34, Township 5 South, Range 4 East, identified as Tract Number 7 on Courtney Lane, Project No. 0220619 in Baldwin County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing at a 10-inch lighter post found at the northeast corner of the East Half of the Southwest Quarter of the Northwest Quarter of Section 34, Township 5 South, Range 4 East, in Baldwin County, Alabama;

Thence N89°59'37"W along the north line of said Quarter/Quarter a distance of 232.15 feet to the grantor's northeast property corner and being the Point of Beginning of the property herein to be conveyed;

Thence S00°8'14"E along the grantor's east property line a distance of 417.92 feet to the grantor's southeast property corner;

Thence S90°0'00"W along the grantor's south property line a distance of 21.94 feet to a point on the acquired R/W line;

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

BALDWIN COUNTY, ALABAMA
HARRY D'OLIVE, JR. PROBATE JUDGE
Filed/cert. 1/10/2020 2:36 PM
TOTAL $ 0.00
5 Pages

1805147

Thence N00°6'23"W along the acquired R/W line a distance of 417.92 feet to a point on the grantor's north property line;

Thence N89°59'37"E along the grantor's north property line a distance of 22.00 feet to the Point of Beginning of the property herein conveyed and containing 0.211 acres, more or less.

And as shown on the right of way map of record in the Baldwin County Highway Department, a copy of which is also deposited in the office of the Judge of Probate as an aid to persons and entities interested therein and as shown on the Property Sketch attached hereto and made a part hereof.

TO HAVE AND TO HOLD, unto Baldwin County, Alabama, its successors and assigns in fee simple forever.

AND FOR THE CONSIDERATION AFORESAID, I (we) do for myself (ourselves), for my (our) heirs, executors administrators, successors, and assigns covenant to and with Baldwin County, Alabama, that I (we) am (are) lawfully seized and possessed in fee simple of said tract or parcel of land hereinabove described; that I (we) have a good and lawful right to sell and convey the same as aforesaid; that the same is free of all encumbrances, liens, and claims, except the lien for ad valorem taxes which attached on October 1, last past, and which is to be paid by the grantor; and that I (we) will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

THE GRANTOR(S) HEREIN FURTHER COVENANT(S) AND AGREE(S), that the purchase price above-stated is in full compensation to him-her (them) for this conveyance.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal this the 10 day of January, 2020.

Jeanette Roberson

Jeanette Roberson

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

ACKNOWLEDGMENT

STATE OF ALABAMA)

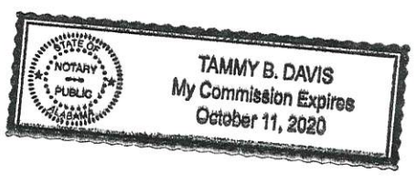
COUNTY OF BALDWIN)

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

Given under my hand and official seal this 10 day of January, 2020.

Tammy B. Davis
NOTARY PUBLIC

My Commission Expires: _____



GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

WAIVER OF RIGHTS TO APPRAISAL AND JUST COMPENSATION AND RIGHT-OF-ENTRY

COURTNEY LN
AFM FROM US HWY 90 NORTH 0.20 MILES
PROJECT NO. 0220619
BALDWIN COUNTY
TRACT 6

I (We) the undersigned property owner(s) do hereby acknowledge that I (we) have been made aware of my (our) rights to an appraisal and just compensation and in further consideration of the benefits accrued to my (our) property from the above-referenced project, I (we) do hereby waive my (our) rights to said appraisal and just compensation and grant right-of-entry for the construction of same.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal(s) on this the 10 day of January, 2020.

Jeanette Roberson

Jeanette Roberson

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF BALDWIN)

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

Given under my hand and official seal this 10 day of January, 2020.

Tammy B. Davis

NOTARY PUBLIC

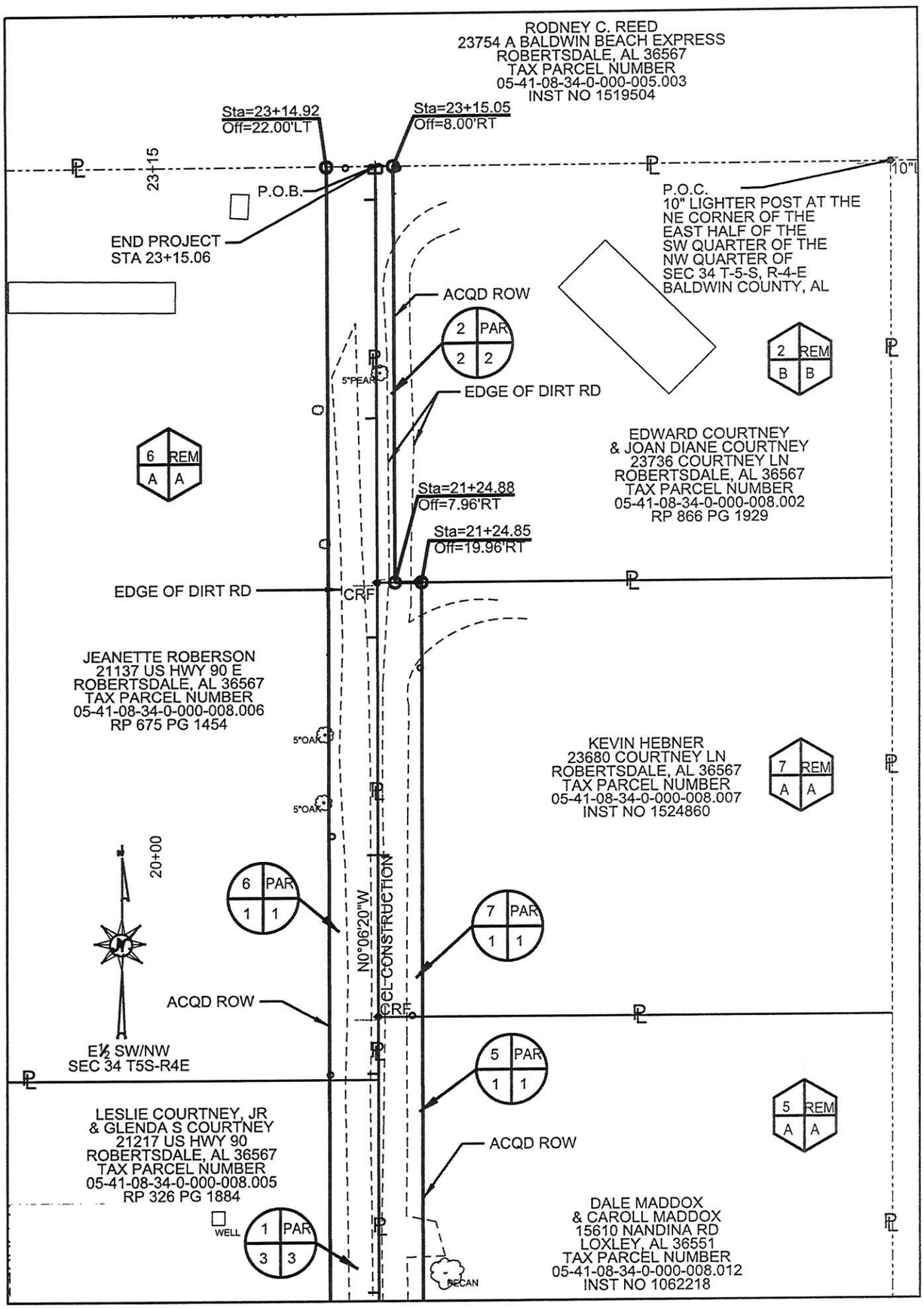
My Commission Expires: _____

STATE OF ALABAMA NOTARY PUBLIC

TAMMY B. DAVIS
My Commission Expires
October 11, 2020

GRANTEE'S MAILING ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576



THIS IS NOT A BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO.	6	PROJECT NO.	0220619
OWNER	JEANETTE ROBERSON	COUNTY	BALDWIN
TOTAL ACREAGE	4.297	SCALE:	1"=60'
R.O.W. REQUIRED	0.211	DATE;	12-31-2019
PRESCRIPTIVE R.O.W.	N/A	REVISED:	N/A
T.C.E. REQUIRED	N/A	SHEET :	1 OF 1
REMAINDER	4.086		



COURTNEY LANE
(TRACT 6)

Baldwin County Commission

Agenda Action Form

File #: 20-1553, **Version:** 1 **Item #:** BN9

Meeting Type: BCC Regular Meeting
Meeting Date: 9/15/2020
Item Status: New
From: Joey Nunnally, P.E., County Engineer
Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE
Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0220619 - Courtney Lane (Tract 7)

STAFF RECOMMENDATION
Take the following actions:

1) Accept 0.091 acres on Courtney Lane (Tract 7) as a right-of-way donated to Baldwin County by Kevin Hebner and Megan Hebner on January 9, 2020 (Instrument No. 1805148 of Baldwin County Judge of Probate); and

2) Related to the aforesaid, authorize the Chairman to execute IRS Form 8283 for the donated right-of-way.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: On January 9, 2020, the Baldwin County Highway Department accepted a right-of-way donation on Courtney Lane from Kevin Hebner and Megan Hebner.

By the Chairman executing the IRS Form 8283, the County is not indicating that it agrees with the valuation of the property, but rather the County is acknowledging the fact that the county did receive the property.

The only part of the form that will be signed by the Chairman is Part IV, Donee Acknowledgement, in which:

1) The date of receipt of the donation is acknowledged; and

2) The County affirms that it will file an IRS information return should it dispose of the property within two (2) years after the date of receipt; and

3) The County states whether it intends to use the property for an unrelated use.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration Staff

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Administration Staff have Chairman sign IRS Form. Mail original to Kevin Hebner and Megan Hebner and send copy to Debra Morris and Tate Chalfont.

Contact:
Kevin and Megan Hebner
23680 Courtney Lane
Robertsdale, Alabama 36567

Additional instructions/notes: N/A

Form **8283**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Noncash Charitable Contributions

► **Attach to your tax return if you claimed a total deduction of over $500 for all contributed property.**

► **Information about Form 8283 and its separate instructions is at *www.irs.gov/form8283*.**

OMB No. 1545-0908

Attachment Sequence No. **155**

Name(s) shown on your income tax return

Kevin Hebner and Megan Hebner

Identifying number

Note. Figure the amount of your contribution deduction before completing this form. See your tax return instructions.

Section A. Donated Property of $5,000 or Less and Publicly Traded Securities—List in this section **only** items (or groups of similar items) for which you claimed a deduction of $5,000 or less. Also list publicly traded securities even if the deduction is more than $5,000 (see instructions).

Part I **Information on Donated Property—**If you need more space, attach a statement.

1	(a) Name and address of the donee organization	(b) If donated property is a vehicle (see instructions), check the box. Also enter the vehicle identification number (unless Form 1098-C is attached).	(c) Description of donated property (For a vehicle, enter the year, make, model, and mileage. For securities, enter the company name and the number of shares.)
A		☐	
B		☐	
C		☐	
D		☐	
E		☐	

Note. If the amount you claimed as a deduction for an item is $500 or less, you do not have to complete columns (e), (f), and (g).

	(d) Date of the contribution	(e) Date acquired by donor (mo., yr.)	(f) How acquired by donor	(g) Donor's cost or adjusted basis	(h) Fair market value (see instructions)	(i) Method used to determine the fair market value
A						
B						
C						
D						
E						

Part II **Partial Interests and Restricted Use Property—**Complete lines 2a through 2e if you gave less than an entire interest in a property listed in Part I. Complete lines 3a through 3c if conditions were placed on a contribution listed in Part I; also attach the required statement (see instructions).

2a Enter the letter from Part I that identifies the property for which you gave less than an entire interest ► _____
If Part II applies to more than one property, attach a separate statement.

b Total amount claimed as a deduction for the property listed in Part I: **(1)** For this tax year ► _____
(2) For any prior tax years ► _____

c Name and address of each organization to which any such contribution was made in a prior year (complete only if different from the donee organization above):
Name of charitable organization (donee)

Address (number, street, and room or suite no.)

City or town, state, and ZIP code

d For tangible property, enter the place where the property is located or kept ► _____

e Name of any person, other than the donee organization, having actual possession of the property ► _____

		Yes	No
3a	Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property?		
b	Did you give to anyone (other than the donee organization or another organization participating with the donee organization in cooperative fundraising) the right to the income from the donated property or to the possession of the property, including the right to vote donated securities, to acquire the property by purchase or otherwise, or to designate the person having such income, possession, or right to acquire?		
c	Is there a restriction limiting the donated property for a particular use?		

Name(s) shown on your income tax return: Kevin Hebner and Megan Hebner | Identifying number:

Section B. Donated Property Over $5,000 (Except Publicly Traded Securities)—Complete this section for one item (or one group of similar items) for which you claimed a deduction of more than $5,000 per item or group (except contributions of publicly traded securities reported in Section A). Provide a separate form for each property donated unless it is part of a group of similar items. An appraisal is generally required for property listed in Section B. See instructions.

Part I Information on Donated Property—To be completed by the taxpayer and/or the appraiser.

4 Check the box that describes the type of property donated:

- **a** ☐ Art* (contribution of $20,000 or more)
- **b** ☐ Qualified Conservation Contribution
- **c** ☐ Equipment
- **d** ☐ Art* (contribution of less than $20,000)
- **e** ☑ Other Real Estate
- **f** ☐ Securities
- **g** ☐ Collectibles**
- **h** ☐ Intellectual Property
- **i** ☐ Vehicles
- **j** ☐ Other

*Art includes paintings, sculptures, watercolors, prints, drawings, ceramics, antiques, decorative arts, textiles, carpets, silver, rare manuscripts, historical memorabilia, and other similar objects.

**Collectibles include coins, stamps, books, gems, jewelry, sports memorabilia, dolls, etc., but not art as defined above.

Note. In certain cases, you must attach a qualified appraisal of the property. See instructions.

5	(a) Description of donated property (if you need more space, attach a separate statement)	(b) If tangible property was donated, give a brief summary of the overall physical condition of the property at the time of the gift	(c) Appraised fair market value
A	0.091 acres for County Road ROW	Very Good	
B			
C			
D			

	(d) Date acquired by donor (mo., yr.)	(e) How acquired by donor	(f) Donor's cost or adjusted basis	(g) For bargain sales, enter amount received	See instructions (h) Amount claimed as a deduction	See instructions (i) Date of contribution
A						
B						
C						
D						

Part II Taxpayer (Donor) Statement—List each item included in Part I above that the appraisal identifies as having a value of $500 or less. See instructions.

I declare that the following item(s) included in Part I above has to the best of my knowledge and belief an appraised value of not more than $500 (per item). Enter identifying letter from Part I and describe the specific item. See instructions. ▶ _____

Signature of taxpayer (donor) ▶ Date ▶

Part III Declaration of Appraiser

I declare that I am not the donor, the donee, a party to the transaction in which the donor acquired the property, employed by, or related to any of the foregoing persons, or married to any person who is related to any of the foregoing persons. And, if regularly used by the donor, donee, or party to the transaction, I performed the majority of my appraisals during my tax year for other persons.

Also, I declare that I perform appraisals on a regular basis; and that because of my qualifications as described in the appraisal, I am qualified to make appraisals of the type of property being valued. I certify that the appraisal fees were not based on a percentage of the appraised property value. Furthermore, I understand that a false or fraudulent overstatement of the property value as described in the qualified appraisal or this Form 8283 may subject me to the penalty under section 6701(a) (aiding and abetting the understatement of tax liability). In addition, I understand that I may be subject to a penalty under section 6695A if I know, or reasonably should know, that my appraisal is to be used in connection with a return or claim for refund and a substantial or gross valuation misstatement results from my appraisal. I affirm that I have not been barred from presenting evidence or testimony by the Office of Professional Responsibility.

Sign Here Signature ▶ Title ▶ Date ▶

Business address (including room or suite no.) | Identifying number

City or town, state, and ZIP code

Part IV Donee Acknowledgment—To be completed by the charitable organization.

This charitable organization acknowledges that it is a qualified organization under section 170(c) and that it received the donated property as described in Section B, Part I, above on the following date ▶ January 9, 2020

Furthermore, this organization affirms that in the event it sells, exchanges, or otherwise disposes of the property described in Section B, Part I (or any portion thereof) within 3 years after the date of receipt, it will file **Form 8282,** Donee Information Return, with the IRS and give the donor a copy of that form. This acknowledgment does not represent agreement with the claimed fair market value.

Does the organization intend to use the property for an unrelated use? . . . . . ▶ ☐ Yes ☑ No

Name of charitable organization (donee)	Employer identification number
Baldwin County Commission	
Address (number, street, and room or suite no.)	**City or town, state, and ZIP code**
312 Courthouse Square, Suite 11	Bay Minette, AL 36507
Authorized signature	**Title** / **Date**
	Chairman

92773

FORM ROW-4
Rev 10/03

THIS INSTRUMENT PREPARED BY THE
BALDWIN COUNTY HIGHWAY DEPARTMENT
ROBERTSDALE, ALABAMA 36567

TC

STATE OF ALABAMA)

COUNTY OF BALDWIN)

Project No. 0220619
Courtney Lane
AFM from US Hwy 90 North 0.20 Miles
05-41-08-34-0-000-008.007
Tract No. 7

FEE SIMPLE
WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten dollars ($10.00), cash in hand paid to the undersigned by Baldwin County, Alabama, the receipt of which is hereby acknowledged, I (we), the undersigned Grantor(s), Kevin Hebner and Megan Hebner, husband and wife, have this day bargained and sold, and by these presents do hereby GRANT, BARGAIN, SELL and CONVEY unto Baldwin County, Alabama, the following described property:

A part of the East Half of the Southwest Quarter of the Northwest Quarter of Section 34, Township 5 South, Range 4 East, identified as Tract Number 6 on Courtney Lane, Project No. 0220619 in Baldwin County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing at a 10-inch lighter post found at the northeast corner of the East Half of the Southwest Quarter of the Northwest Quarter of Section 34, Township 5 South, Range 4 East, in Baldwin County, Alabama;

Thence S00°0'17"E along the east line of said Quarter/Quarter a distance of 190.08 feet to the grantor's northeast property corner;

Thence S89°59'5"W along the grantor's north property line a distance of 211.85 feet to a point on the acquired R/W line and being the Point of Beginning of the property herein to be conveyed;

Thence S00°5'6"E along the acquired R/W line a distance of 198.94 feet to a point on the grantor's south property line;

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

BALDWIN COUNTY, ALABAMA
HARRY D'OLIVE, JR. PROBATE JUDGE
Filed/cert. 1/10/2020 2:36 PM
TOTAL $ 0.00
6 Pages

1805148

Thence S89°59'59"W along the grantor's south property line a distance of 20.05 feet to the grantor's southwest property corner;

Thence N00°5'45"W along the grantor's west property line a distance of 198.94 feet to the grantor's property northwest corner;

Thence N89°59'5"E along the grantor's north property line a distance of 20.00 feet to the Point of Beginning of the property herein conveyed and containing 0.091 acres, more or less.

And as shown on the right of way map of record in the Baldwin County Highway Department, a copy of which is also deposited in the office of the Judge of Probate as an aid to persons and entities interested therein and as shown on the Property Sketch attached hereto and made a part hereof.

TO HAVE AND TO HOLD, unto Baldwin County, Alabama, its successors and assigns in fee simple forever.

AND FOR THE CONSIDERATION AFORESAID, I (we) do for myself (ourselves), for my (our) heirs, executors administrators, successors, and assigns covenant to and with Baldwin County, Alabama, that I (we) am (are) lawfully seized and possessed in fee simple of said tract or parcel of land hereinabove described; that I (we) have a good and lawful right to sell and convey the same as aforesaid; that the same is free of all encumbrances, liens, and claims, except the lien for ad valorem taxes which attached on October 1, last past, and which is to be paid by the grantor; and that I (we) will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

THE GRANTOR(S) HEREIN FURTHER COVENANT(S) AND AGREE(S), that the purchase price above-stated is in full compensation to him-her (them) for this conveyance.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal this the 9th day of January, 2020.

Kevin Hebner

Megan Hebner

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF BALDWIN)

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

Given under my hand and official seal this 9th day of January, 2020.

Debra Morris

NOTARY PUBLIC

My Commission Expires: September 13, 2020

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF BALDWIN)

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

Given under my hand and official seal this 10 day of January, 2020.

Tammy B. Davis

NOTARY PUBLIC

My Commission Expires: _____

STATE OF ALABAMA NOTARY PUBLIC
TAMMY B. DAVIS
My Commission Expires
October 11, 2020

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

WAIVER OF RIGHTS TO APPRAISAL AND JUST COMPENSATION AND RIGHT-OF-ENTRY

COURTNEY LN
AFM FROM US HWY 90 NORTH 0.20 MILES
PROJECT NO. 0220619
BALDWIN COUNTY
TRACT 7 (1 of 2)

I (We) the undersigned property owner(s) do hereby acknowledge that I (we) have been made aware of my (our) rights to an appraisal and just compensation and in further consideration of the benefits accrued to my (our) property from the above-referenced project, I (we) do hereby waive my (our) rights to said appraisal and just compensation and grant right-of-entry for the construction of same.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal(s) on this the 9th day of January, 2020.

Kevin Hebner

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF BALDWIN)

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

Given under my hand and official seal this 9th day of January, 2020.

NOTARY PUBLIC

My Commission Expires: ~~My Commission Expires~~ September 13, 2022

GRANTEE'S MAILING ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

WAIVER OF RIGHTS TO APPRAISAL AND JUST COMPENSATION AND RIGHT-OF-ENTRY

COURTNEY LN
AFM FROM US HWY 90 NORTH 0.20 MILES
PROJECT NO. 0220619
BALDWIN COUNTY
TRACT 7 (2 of 2)

I (We) the undersigned property owner(s) do hereby acknowledge that I (we) have been made aware of my (our) rights to an appraisal and just compensation and in further consideration of the benefits accrued to my (our) property from the above-referenced project, I (we) do hereby waive my (our) rights to said appraisal and just compensation and grant right-of-entry for the construction of same.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal(s) on this the 10 day of January, 2020.

Megan Hebner

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF BALDWIN)

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

Given under my hand and official seal this 10 day of January, 2020.

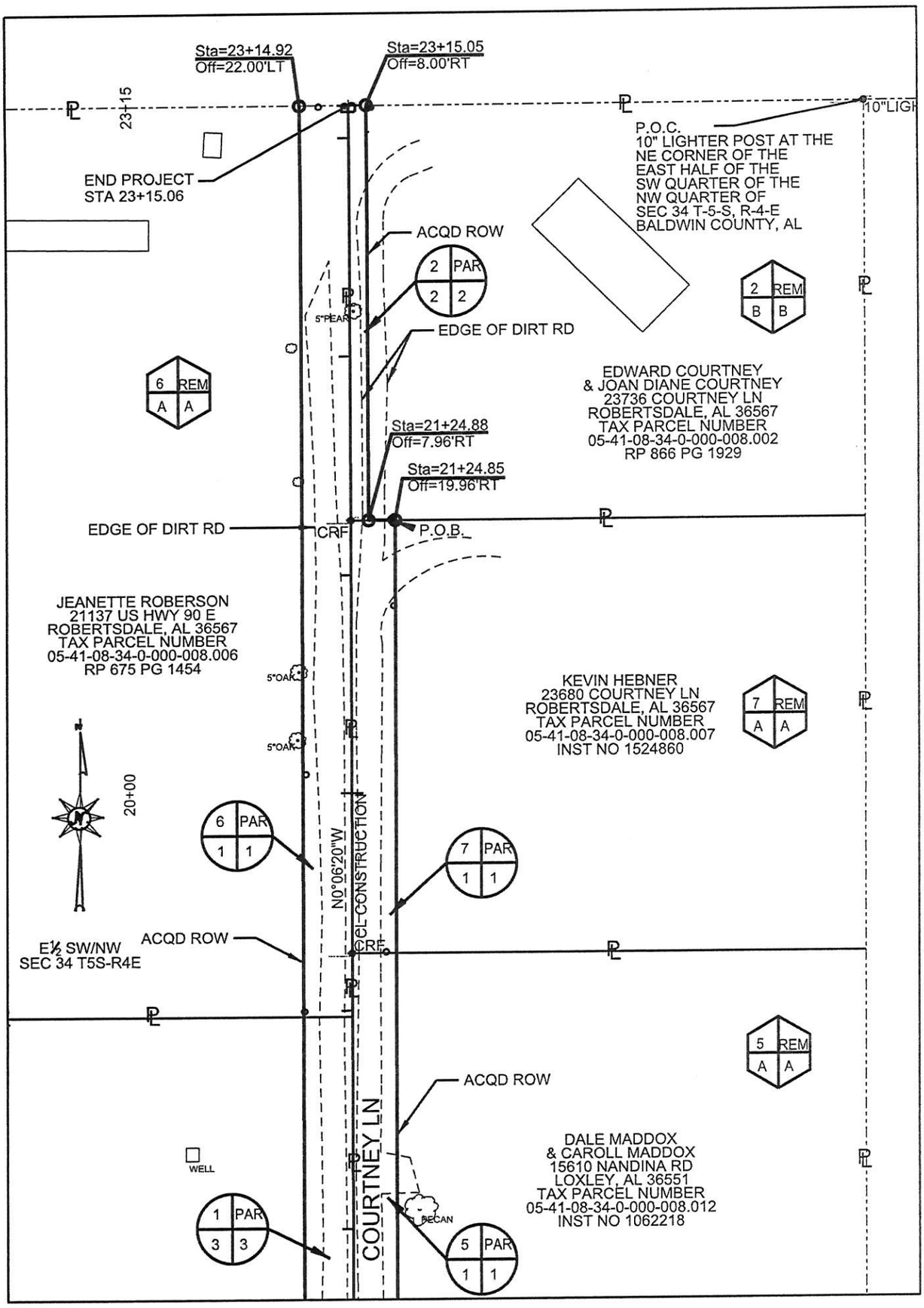
Tammy B. Davis
NOTARY PUBLIC

My Commission Expires: _____

STATE OF ALABAMA NOTARY PUBLIC
TAMMY B. DAVIS
My Commission Expires
October 11, 2020

GRANTEE'S MAILING ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576



THIS IS NOT A BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO.	7	PROJECT NO.	0220619
OWNER	KEVIN HEBNER	COUNTY	BALDWIN
TOTAL ACREAGE	1.058	SCALE:	1"=60'
R.O.W. REQUIRED	0.091	DATE;	12-31-2019
PRESCRIPTIVE R.O.W.	N/A	REVISED:	N/A
T.C.E. REQUIRED	N/A	SHEET :	1 OF 1
REMAINDER	0.967		



COURTNEY LANE
(TRACT 7)

Baldwin County Commission

Agenda Action Form

File #: 20-1520, **Version:** 1 **Item #:** BN10

Meeting Type: BCC Regular Meeting
Meeting Date: 9/15/2020
Item Status: New
From: Joey Nunnally, P.E., County Engineer
Tyler Mitchell, P.E., Construction Manager
Mike Campbell, Engineering Technician I
Submitted by: Halley Black, Office Manager

ITEM TITLE
License Agreement No. 20028 - Shell Banks Lane - Right-of-Way

STAFF RECOMMENDATION
Approve License Agreement No. 20028 permitting Baldwin County Sewer Service, LLC, c/o Richie Barnett, to install a 2-inch sewer force main extension and 1.5-inch service line. (*The term of this Agreement shall commence on the date of full execution. License for Installation shall terminate at 11:59 on February 28, 2021. License for Maintenance shall be indefinite according to the terms of the Agreement.)*

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Baldwin County Sewer Service desires to install a 2-inch sewer force main extension on the west side of Shell Banks Lane right-of-way from the intersection of Shell Banks Lane and State Highway 180 northward approximately 650 linear feet. A 1.5-inch service line will also be installed at 1565 Shell Banks Lane. The Baldwin County Utility Permit Guidelines shall be utilized in pursuit of the attached utility permit # 20285-S. Appropriate erosion and sediment control practices shall be utilized and no clearing shall take place.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: Standard agreement used as previously approved by Laura Coker (0 2/11/2020) los

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration Staff have license agreement executed by the Chairman and the original forwarded to the County Engineer. Mike Campbell will issue the license agreement and conduct all necessary follow-up inspections on work performed.

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

Additional instructions/notes: N/A

LICENSE AGREEMENT

This LICENSE AGREEMENT (this "Agreement") between the Baldwin County Commission ("Licensor"), with an address at 312 Courthouse Square, Suite 12, Bay Minette, Alabama 36507, and **Baldwin County Sewer Service, LLC, C/O Richie Barnet** ("Licensee"), with an address at **14747 Underwood Road Summerdale, Alabama 36580**.

WITNESSETH:

WHEREAS, Licensor is the owner of the real property described as **Shell Banks Lane 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 2-inch sewer force main extension on the west side of Shell Banks Lane right-of-way from the intersection of Shell Banks Lane and State Highway 180 northward approximately 650 linear feet. A 1.5-inch service line will also be installed at 1565 Shell Banks Lane. (The Baldwin County Utility Permit Guidelines shall be utilized in pursuit of the attached utility permit # 20285-S. Appropriate erosion and sediment control practices shall be utilized and no clearing shall take place.)**; and

WHEREAS, Licensor is willing to grant said access based upon the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The above recitals and statements are incorporated as part of this Agreement as if fully set forth herein.

2. Grant of Revocable, Non-Exclusive and Temporary License. Subject to the terms and conditions set forth herein, Licensor hereby grants to Licensee, **Baldwin County Sewer Service, LLC**, a revocable, non-exclusive and temporary license (the "License") to enter upon the Property as is reasonably required to **install a 2-inch sewer force main**. 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 **Shell Banks Lane 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 **February 28, 2021**. Maintenance shall be **indefinite** according to the terms of this Agreement, or until modified by written agreement with Licensor.

5. Condition of License Area: Assumption of Risk. Licensee accepts the Property in its "WHERE IS", "AS IS", condition and acknowledges that Licensor has made no representation or warranty to Licensee as to, and has no obligation for, the condition of the Property. Licensee assumes the risk of any latent or patent defects or problems that are or may be on the Property or the improvements thereon. Licensee agrees that Licensor shall not be liable for any personal or property damage, injury or loss on account of any such defects or problems. Licensee for itself and the Licensee Representatives waives and releases Licensor from any and all claims for injury to persons, including death, or damage to any property, whether real or personal, of Licensee or any Licensee Representatives in any way arising out of or related to the Property or Licensee's work contemplated by this Agreement.

6. Compliance. Licensee shall be responsible for obtaining any and all applicable Fish and Wildlife permits. Licensee and the Licensee Representatives shall comply, at Licensee's expense, with all applicable laws, regulations, rules and orders, whether federal, state or local, and any regulation of any governmental body having jurisdiction over the Property with respect to Licensee's work and activities thereon, regardless of when they become effective. Licensee, at its cost, shall obtain any applicable licenses or permits required by applicable laws and regulations for the use of the Property. Licensee shall not use, nor permit the use, of the Property for any purpose in violation of such laws, regulations, rules or orders. Licensee agrees not to use the Property in any fashion which may in any way damage or restrict the same for future use by the public in general as a public right-of-way. Furthermore, said usage as described herein, or the placement of said usage, shall not in any way alter the present or future rights of the Licensor to move, relocate, amend, or otherwise change said travel way to any other location whatsoever. Licensee shall comply with Licensor's safety and security policies deemed to be necessary by Licensor and with such reasonable rules and regulations as Licensor, or its agents, may impose from time to time by notice to Licensee.

7. Public Property. Licensee acknowledges and consents that the Property is public in nature and that the usage hereunder is permissive. Licensee shall not obstruct or otherwise interrupt any rights of the general public to the Property. Licensee makes no claim of private ownership or other possessory interest in the Property subject hereto, and any rights of the Licensee granted by this Agreement are limited to the same extent as that of the general public. Any work performed by Licensee, or any improvements made as a result of the Licensee's work, on the Property is considered to be a benefit to the general public, and the Licensee makes no claim that such work or improvements are privately owned and waives all rights to claims that such work or improvements are private in nature. Licensee further represents and warrants that Licensor, nor any persons using said public access in conjunction with this License, may claim any personal rights in the subject property or any rights of adverse possession.

8. Indemnification. Licensee shall indemnify, defend and hold Licensor and its Commissioners, affiliates, employees, agents, representatives, contractors, subcontractors, licensee and invitees (collectively, "Licensor Representatives") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitation, attorneys' fees and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by or imposed upon Licensor or any Licensor Representatives, as a result of any entry upon or activity conducted by Licensee or any Licensee Representative, or any act or omission by Licensee or any Licensee Representative, or in any way arising out of or related to the Property or work contemplated by this Agreement. Licensee shall also assume the responsibility for any claims for damage done to any property due to the exercise, usage and/or presence of the resulting work as a result of this License.

9. No Alteration. Except as expressly permitted by this Agreement, Licensee shall not make nor permit any uses alterations or additions to the Property without Licensor's prior written consent.

10. Removal and Completion Upon Termination. Upon the expiration or termination of this License, Licensee shall (a) peaceably deliver to Licensor the full possession of the Property; (b) remove all materials, equipment, debris, waste, staged fill materials and improvements placed thereon by Licensee or Licensee Representatives or resulting from work under this Agreement; and (c) repair any damage to the Property and restore the Property to its condition on the date of this Agreement. Should Licensee fail, within thirty (30) days after the date of the termination of this License, to make such removal, repair and restoration, Licensor may, at its option, remove said materials, equipment and improvements and complete said repair and restoration at the sole cost of Licensee. Licensee shall reimburse Licensor for such costs within thirty (30) days after request by Licensor.

11. Damage to Property. Licensee agrees to pay for any damage which may arise to buildings, fences, machinery, or other property of Licensor or any third party on or near the Property resulting from Licensee's operations or presence on the Property. Licensee shall reimburse any and all costs related to any and all corrections, changes or improvements deemed to be necessary by Licensor as a result of work performed pursuant to this Agreement or as a result thereof.

12. Standard of Operation: Expenses. Licensee shall conduct all of its operations in a safe and workmanlike manner. All work and activities which Licensee or Licensee Representatives perform at the Property shall be at Licensee's sole risk, cost and expense. All portions of the work performed or improvements installed by Licensee or its representatives pursuant to this Agreement shall be located and performed so as to cause minimum interference with the proper use of the rights of way and with the rights and reasonable convenience of property owners who own or occupy adjacent properties. If during the course of the Licensee's construction, operation or maintenance of the project or improvements, there occurs a disturbance of the Property by Licensee or its representatives, Licensee shall, at Licensee's expense, replace and restore the same to a condition comparable to the condition it was in immediately prior to the disturbance to the satisfaction of Licensor and within the dates specified in any permits authorizing the work.

13. Insurance. Prior to occupying or using the Property, Licensee shall carry, with insurers satisfactory to Licensor, throughout the term hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than $1,000,000, combined single limit, for both bodily injury liability and property damage liability for each occurrence. Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than $1,000,000, combined single limit, for both bodily injury liability and property damage liability for each occurrence; and Worker's Compensation Insurance, meeting the statutory limits of the state where the Property is located and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the Property with limits not less than $1,000,000 each accident and $1,000,000 each employee disease. All liability insurance shall name Licensor as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to Licensor, shall be furnished to Licensor, which shall specifically state that such insurance shall provide for at least ten (10) days' notice to Licensor in the event of cancellation, termination or any change in such insurance policies. The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against Licensor and Licensor Representatives. Should Licensee fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, Licensor may, at its option, suspend this Agreement until insurance is obtained or terminate this Agreement immediately without further action.

14. Responsibility. Licensee shall be responsible for compliance by Licensee Representatives with the terms of this Agreement and for all acts or omissions by Licensee Representatives on the Property.

15. No Assignment. Licensee shall not have the right to assign this Agreement or any rights or obligations hereunder without Licensor's prior written permission. Any attempted assignment shall be void. No assignment shall relieve Licensee of its liabilities and obligations herein.

16. Agency. It is neither the express nor the implied intent of Licensor or Licensee to create an agency relationship pursuant to this License; therefore, any actions of the parties shall not be considered or implied to create such agency.

17. No Waiver. The failure of Licensor or Licensee to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.

18. Termination. It is understood and agreed that Licensor, in its absolute discretion, with or without cause or hearing, may terminate the License and permission herein granted to Licensee. Termination of the License and permission herein granted may be accomplished in writing, or orally. Once notice of termination is given by Licensor to Licensee, the permission herein granted shall immediately and automatically terminate, and Licensee shall have no further right, permission or authority to utilize the Property. All representations, assurances and indemnity obligations set forth in this Agreement shall survive termination or expiration of this Agreement.

19. Miscellaneous.

(a) This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties. Both Licensor and Licensee have contributed substantially and materially to the preparation of this Agreement.

(b) This Agreement shall apply to and bind the successors and permitted assigns of the respective parties.

(c) This Agreement embodies the entire agreement and understanding of the parties, and there are no further or prior agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

(d) This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties or their respective successors or permitted assigns.

(e) The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

(f) This Agreement may be executed in any number or counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This agreement may be delivered by facsimile transmission.

(g) This Agreement shall be construed in accordance with and governed by the laws of the State of Alabama, with proper venue for any action arising hereunder lying in Baldwin County.

(h) Licensee's obligations under this Agreement shall survive expiration or termination of this Agreement.

20. Financial Terms/Conditions. Licensee shall incur and absorb all financial responsibility that arises to complete the project and/or work contemplated by this Agreement and shall remain responsible for the duration of the Agreement. The Licensor shall not incur any expense of the usage or maintenance described in this Agreement. These financial responsibilities shall lie solely with the Licensee.

21. Terms of Maintenance Agreement. Any damage to the existing Property caused by periodic maintenance to the Property shall be the sole responsibility of the Licensee to repair at the Licensee's expense.

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

LICENSEE:

BY:_____/_____
/Date

State of Alabama)

County of Baldwin)

I,_____, a Notary Public in and for said County, in said State, hereby certify that _____, is the individual whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she executed the same with full authority to do so voluntarily and personally on the day the same bears date.

Given under my hand and official seal, this the ___ day of _____, 2020.

_____
Notary Public

My Commission Expires:_____

LICENSOR:

ATTEST: BALDWIN COUNTY, ALABAMA

_____/_____ _____/_____

Wayne Dyess /Date Billie Jo Underwood /Date
County Administrator Chairman

State of Alabama)

County of Baldwin)

I,_____, a Notary Public in and for said County, in said State, hereby certify that Billie Jo Underwood 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 _____, 2020.

_____
Notary Public

My Commission Expires:_____

Baldwin County Highway Department

Permit No.	20285-S
District	4
Township	
Range/Section	
Type	Sewer

PERMIT –FOR THE ACCOMODATION OF UTILITY FACILITIES*AND*
RELOCATION REQUIREMENTS ON PUBLIC-RIGHTS-OF-WAY

KNOW ALL MEN BY THESE PRESENTS, THIS AGREEMENT (hereinafter referred to as "Agreement"), entered into this the 26th day of August, 2020, by and between Baldwin County acting through its authorized agents of the Baldwin County Highway Department (hereinafter referred to as"COUNTY") AND **Baldwin County Sewer Service**, (hereinafter referred to as the "UTILITY").

W I T N E S S E T H

WHEREAS, the County proposes certain highway improvements and/or Utility desires to have its facilities accommodated on a public right-of-way in Baldwin County, Alabama, and;

WHEREAS, the project subject hereto and contained herein is hereby described, designated and/or entitled as **Shell Banks Ln. 2" SFM Extension. Installing 650LF of 2" HDPE SFM on the West side of Shell Banks Ln. The extension will begin at the intersection of Shell Banks Ln. and SR-180., then run northward to 1565 Shell Banks Ln. A 1.5" HDPE service will also be installed at 1565 Shell Banks Ln.**

WHEREAS, the County has granted to the Utility the right to locate its facilities across or along the public highways, and hereby grants to Utility, approval to cross or locate its facilities on the public right-of-way at the location and in the manner as shown on the attached plans and specifications:

NOW THEREFORE, be it agreed as follows

ARTICLE I County Engineer Authority and Least Possible Interference

The Utility agrees to install its facilities on the public right-of-way, as shown by the plans and specifications attached hereto and made a part hereof as Attachment/Exhibit A and/or in accordance with the requirements of County, so as to occasion the least possible interference with the progress of County projects where such installation is within the bounds of an active highway project.

ARTICLE II County Standards

Utility agrees to conform to the provisions of the current County Standards, as interpreted by the County Engineer, for the Accommodations of Utilities on a public Right-of-way. It is further agreed that the applicable provisions of the laws of the State of Alabama and Baldwin County, Alabama shall govern and be controlling and binding over the provisions of the Agreement.

ARTICLE III Non -Assignability

With exception to financing agreements, mortgages, security agreements, or other security interests in the facilities permitted hereby, the parties hereto shall not, without the express written consent of each and every other party hereto, assign, sell, transfer or otherwise any interest, rights or obligations provided or contained herein in whole or in part at any time,

ARTICLE IV Warranties, Representations and Certifications

The execution and delivery of this Agreement have been duly authorized by all necessary actions of County and Utility, and such actions are in compliance with all public bidding and other State and federal laws applicable.

This Agreement has been duly executed and delivered by, and constitutes the valid and binding obligation of, all parties and enforceable against them in accordance with the respective terms contained herein.

The execution, delivery and performance of this Agreement shall not violate any State, federal, local law, ordinance, order, writ, injunction, decree, or regulation of any court, or conflict with any other obligation of the parties hereto.

Utility shall provide to County, and to the satisfaction of the County Engineer, written proof of compliance with applicable ADEM requirements including a Receipt of Registration from ADEM for Phase II Storm water Permitting Requirements if applicable.

If registration of the project with ADEM is not required, under current storm water Permitting Regulations as determined by the Utility, then it shall be a County requirement that Utility must provide a "written certification of review and understanding" of those same requirements to County as part of this Permit Application.

Notwithstanding the above, Utility shall comply with all applicable environmental laws, regulations and permitting requirements.

ARTICLE V Term and Binding Effect

This Agreement and contract will, upon County approval and execution:

1. continue in effect until amended, altered to that effect, or otherwise changed by all parties hereto and as required herein, and;

2. Not extend or be enforceable past a maximum of 36 months in duration or shorter time agreed upon by parties as noted herein within Article XXII.

Utility shall remain in compliance for the duration of the terms as listed within this permit to include but not limited to a one year period after the completion of construction as determined by County, and;

3. Be binding upon and shall inure to the benefit of the County, Utility and their respective agents and successors.

ARTICLE VI Exhibits and Attachments

The following exhibits and/or attachments listed below referenced herein are specifically included as a necessary part of this agreement and the same shall not be complete without such items, to wit:

A. Plans and Specifications, Cross Section, Vicinity Map

B. ADEM compliance certifications or written Certification of Review & Understanding of ADEM regulations as required by ARTICLE IV herein

C. Letter from applicable Wastewater Treatment Facility confirming knowledge of Utility installation and ability to treat the waste (Sewer Permits only)

D. Certificate of Insurance (Baldwin County Commission as "Certificate Holder" ***only)***

E. Construction Schedule

F. _____

County and Utility Company jointly shall cause such items as listed above to contain dates, signatures of the parties with authorization to make such signatures, and sufficient marks and references back to this Agreement noting their inclusion and attachment hereto.

ARTICLE VII Plans

All permits shall include a plan view of the entire utility installation depicting the linear position of the utility along the roadway and the horizontal position of the utility measured to the edge of the roadway. These plans shall also show all roadway crossings as well as the proposed location of any appurtenances such as fire hydrants, pressure relief valves, pedestals, lift stations, etc. The plans shall also include a typical cross section showing the roadway and position of the proposed utility relating to its horizontal and vertical position.

ARTICLE VIII Entire Agreement

This agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous writings, understandings, sketches, drawings, plans, agreements, representations whatsoever whether express or implied.

ARTICLE IX Severability

In the event that any provision of this Agreement shall be held invalid or unenforceable by a recognized authority or any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision contained herein.

ARTICLE X. Bond Requirements

The Utility agrees to file with the Baldwin County Highway Department a certified check or bond in the amount of $__NA__ made payable to the Baldwin County Highway Department to guarantee the faithful and complete performance of provisions of this Agreement and to guarantee that Utility will maintain this work suitable to the Baldwin County Highway Department for a period of one year.

At the end of one year, from the completion of this work, the Baldwin County Highway Department may:

1. If the work is determined to be satisfactory by County, return the bond or certified check to the remitter, or;

2. If the work is determined to be unsatisfactory, apply the bond or certified check to the cost of repairing the right-of-way with County forces, and;

3. The County has the authority to determine if a bond is required, depending upon the circumstances of the permit.

ARTICLE XI. Bond Amounts and Reservations

The following are the values for the bond amounts for the following facilities:

A. Buried Cable

1. Crossing	$5,000
2. Parallel, Trench	$5,000 per mile
3. Parallel, Direct Burial	$2,000 per mile

B. High-pressure, gas pipelines

1. Crossing highway

I. 8-inch diameter and smaller	$10,000
II. 10 through 16-inch diameters	$25,000
III. Larger than 16 inches	$50,000

2. Parallel to highway

I. 8-inch diameter and smaller	$5,000 per mile
II. 10 through 16-inch diameters	$25,000 per mile
III. Larger than 16 inches	$20,000 per mile

C. Low-pressure water, sewer, and gas pipelines

1. Crossing highway	$5,000
2. Parallel to highway	$5,000 per mile

D. For unpaved roadway - above amounts may be reduced by as much as 75% at the discretion of the County

E. The County reserves the right to increase or decrease the bond requirement to coincide with local conditions and work history of the constructing entity.

ARTICLE XII Required Relocation of Facilities

As a condition for permission to install its facilities upon County right-of-ways, Utility agrees to relocate said facilities at Utilities said expense with no obligations imposed upon County financially or otherwise in the event such future relocation is required by County due to upgrading or reconstruction of the road upon which the facilities are located. Utility further agrees to relocate said facilities within 60 days or as determined by County, if such relocation is required.

ARTICLE XIII Exclusions, Liabilities, and Damages

County, in approving this application, does not in any way assume responsibility for the maintenance of this facility and projects subject hereto. County shall not be responsible for any claims for damage done to existing private property, public utilities or the traveling public caused by Utility, its agents, servants or employees or caused by the facility itself.

Utility, for the benefits received herein and hereby acknowledged by Utility, agrees to release, indemnify and hold harmless County for any and all deficiencies, court orders, citations, violations, consent orders, fines, or other enforcement actions for refusals or work conducted by the Utility and/or their agents and assigns, all relating to work either resulting from, or specifically relating to the work on County right-of-ways as herein described or otherwise performed with or without authorization.

County shall be reimbursed or otherwise indemnified from Utility all costs for damages, repairs, fines incurred as a result of any action and/or inaction that would cause County to finish, correct, alleviate, or work on a project/task deemed by County to be the responsibility of Utility. Reimbursement shall come from the Utility in the form of direct payment based on the expenses incurred by the County or through the redeeming of the Bond held by the County in the name of the Utility for said Project.

ARTICLE XIV Plans on Site

The Utility owner agrees to have an accurate copy of the approved agreement and plans on the job site at all times while said work is being performed.

ARTICLE XV Responsibility for Traffic Control Devices

Traffic control devices will be installed and maintained in accordance with the Manual on Uniform Traffic Control Devices, latest edition, which is hereby made a part hereof by reference and will be conformed to as the provision thereof, are applicable to such work or otherwise deemed necessary by County.

ARTICLE XVI Markings and Decals

Utility Company must mark ped or pole with de-cal showing:

A. Name of company, nature of utility (water, sewer, gas, cable TV, etc.), and;

13. A telephone number where utility company can be reached by phone, and;

C. The distance from ped or pole to existing buried line, and;

D. This applies to existing ped, pole and line, as well as new lines.

ARTICLE XVII. Implementation of Work

Utility must begin work (to the satisfaction of County) on the project no later than 90 days from dated issue of permit, or in the alternative, notify County utilities inspector in writing for consideration of a discretionary extension for good cause.

ARTICLE XVIII. Site Restoration

All disturbed areas must be returned to as close to normal as possible to include but not limited to re-seeding with grass seeds, sod, etc. unless the utility is buried inside a dirt road that is a travel way; however, Utility should always maintain site so as to prevent erosion or otherwise comply with environmental standards. Post-construction drainage, flow direction and volume should be the same as pre-construction drainage, flow direction and volume.

ARTICLE XIX Non- Waiver

The waiver of any breach of this agreement by County shall not constitute a continuing waiver or a waiver of any subsequent breach, either of the same or another provision of this contract. The delay or Omission by County to exercise any right or power provided by this agreement shall not constitute a waiver of such right or power, or acquiescence in any action or inaction on the part of Utility. Any breach on the part of Utility shall be construed a continuing breach, and County may exercise every right and power under the Agreement at any time during the action or inaction or upon the occurrence of any subsequent breach.

ARTICLE XX Mandatory Time of Contact

Utility agrees to place calls, for construction, to County at least 24 hours prior to construction and upon completion.

ARTICLE XXI Non-Endorsement

County, in no way, is deemed to have approved, provided, given, or allowed to be given any authorization, endorsement, approval, or consent of the business practices, actions or behavior of the Utility. This permit governs and creates an understanding as to the issues herein outlined, or otherwise controls the placement of facilities within the County right-of-way by Utility. Any perceived endorsement, authorization or approval, given hereby, verbally or otherwise, for other business practices or behavior of the Utility or its agents, without a properly-authorized and written verification thereof, is to be considered hereby withdrawn. This permit, and/or the procedures approving the same, is no way to be considered as a substitute for any regulations, procedure or other requirement of County. It is the sole responsibility of the Applicant hereto to comply or to ensure their own compliance with any local, State, or Federal law or regulation.

ARTICLE XXII Additionally Agreed Upon Provisions (if any)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers.

APPROVED BY:

Mike Campbell 8-26-20

Authorized Representative Date
Baldwin County Highway Department

Permit Manager Date
Baldwin County Highway Department

County Engineer Date
Baldwin County Highway Department

BALDWIN COUNTY HIGHWAY DEPARTMENT
UTILITY PERMITS
PO Box 220
Silverhill, AL 36576
251-972-6831, phone
251-972-6832, fax

APPLICANT:

BY _____
SIGNATURE

Richie Barnett
TYPED OR PRINTED NAME

Operations Manager
TITLE

BCSS
UTILITY COMPANY (IF APPLICABLE)

ADDRESS:

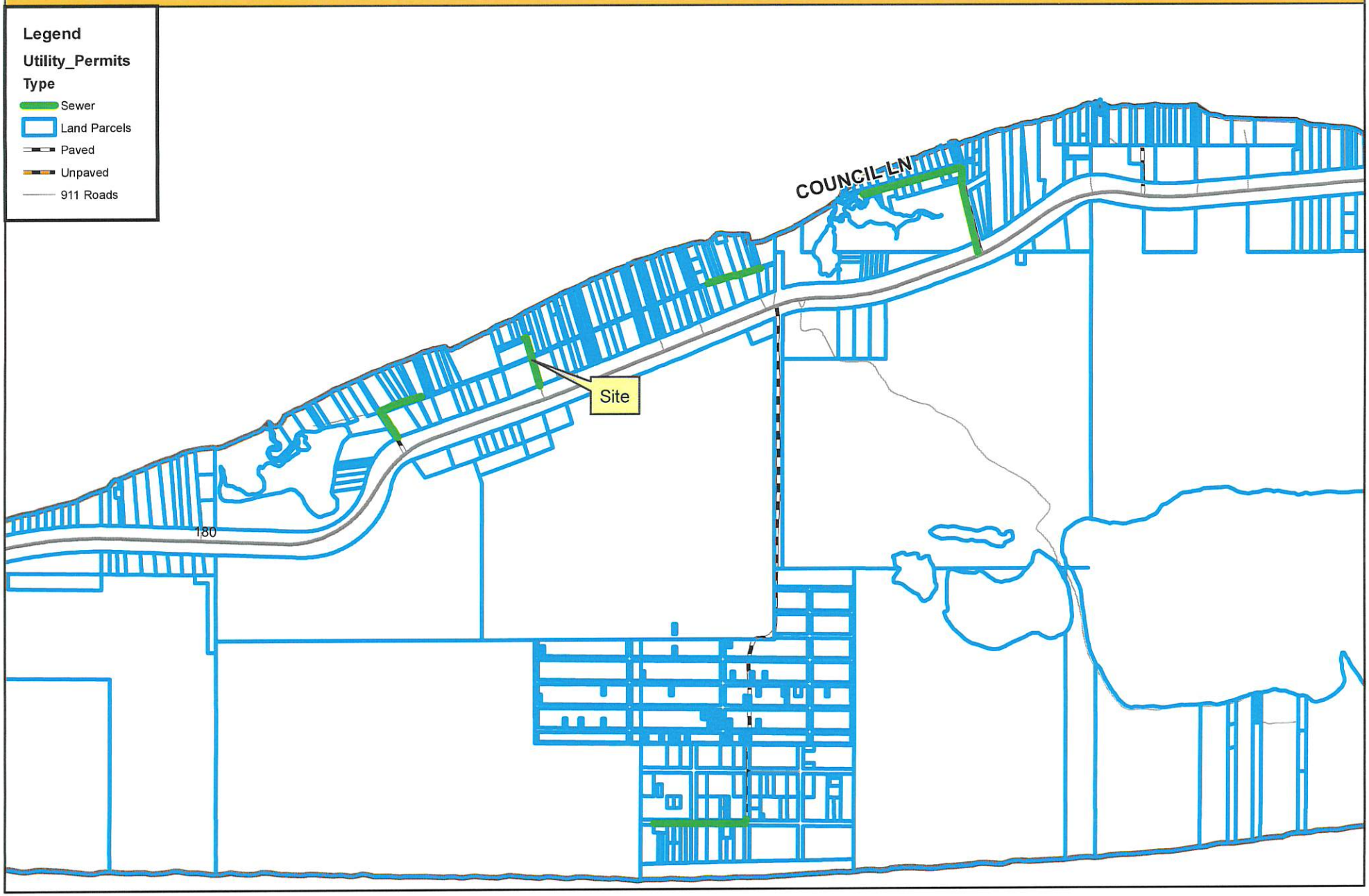
14747 Underwood Rd.
Summerdale, AL 36580
251-971-3022
PHONE NUMBER

I, Deborah K. Hardwick, a Notary Public in and for said County, in said State, hereby certify that Richie Barnett, an individual whose name as a duly authorized representative for Utility is signed to the foregoing Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Utility.

Given under my hand and official seal, this the 11th day of August, 20 20

Deborah K. Hardwick Notary Public
7-31-22

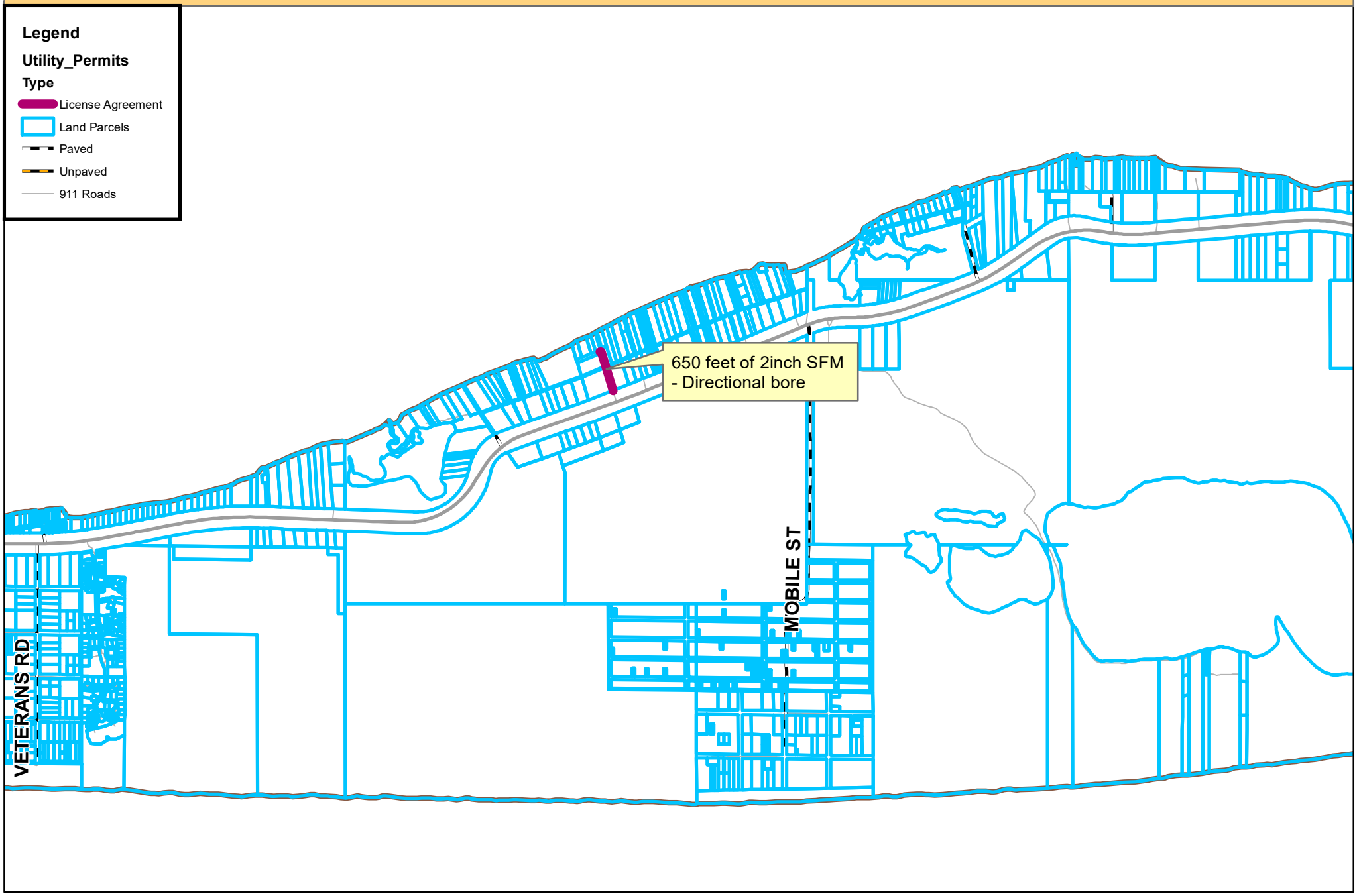
Permit #20285-S BCSS
Vicinity Map



Permit #20285-S BCSS
Site Map



LA# 20028 BCSS Shell Banks Lane ROW
Vicinity Map



LA# 20028 BCSS Shell Banks Lane ROW
Site Map



Baldwin County Commission

Agenda Action Form

File #: 20-1560, **Version:** 1 **Item #:** BN11

Meeting Type: BCC Regular Meeting
Meeting Date: 9/15/2020
Item Status: New
From: Joey Nunnally, P.E., County Engineer
Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE
Tennis Club Drive - Road Acceptance

STAFF RECOMMENDATION
Accept Tennis Club Drive (2,099 feet) for maintenance and authorize said road to be added to the County Maintenance Road List contingent upon the completion of the following items by March 15, 2021:

1) Survey and rerecord the private easement roadways as public rights-of-way. The general width will be 40 feet but will deviate at common area islands to include one (1) foot behind the back of curb for a total combined right-of-way width of 40 feet. Common areas shall remain the property and maintenance responsibility of the property owners.

2) Property owners will agree to pay for and maintain streetlights.

3) Remove entrance gates, keypads, and bollards at the intersections of Tennis Club Drive and County Road 32 and Tennis Club Drive and Section Street.

4) Repair section of gutter.

5) Remove sign from County Road 32 right-of-way at Tennis Club Drive.

6) Pay $25,000.00 to Baldwin County for resurfacing at a future date.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background:

The Point Clear Tennis Club plat was recorded in 2003 and contains private streets. It was originally permitted as a planned residential development (PRD). A request has been submitted for the roads to

be taken over for maintenance by the County. An inspection by the Highway Department generated a list of contingencies that must be completed by all property owners along Tennis Club Drive within six months before the roads can be accepted by the County.

This item was discussed during the work session on August 31, 2020.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Highway Department will begin maintenance of roads once contingencies are met.

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

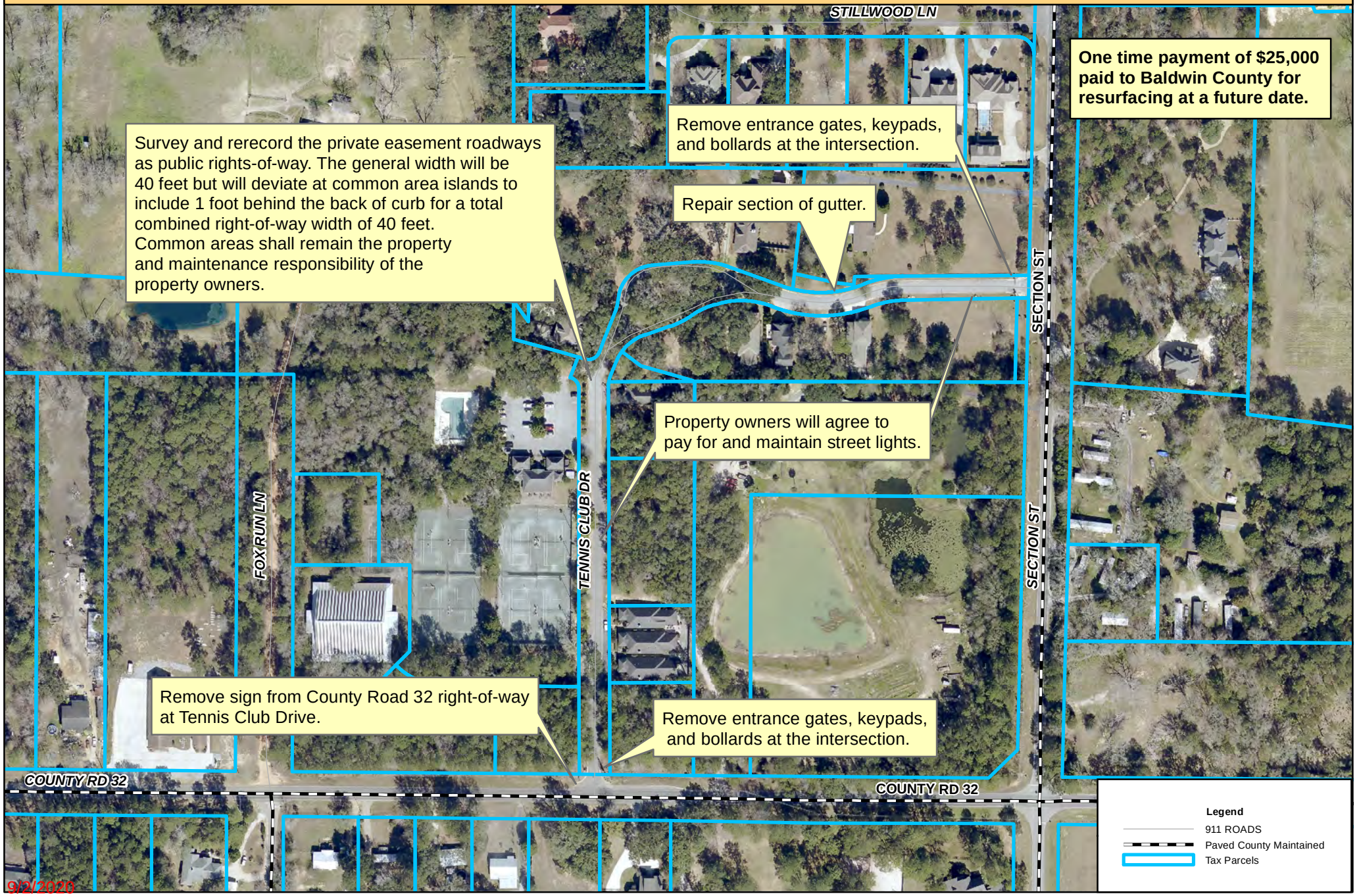
Additional instructions/notes: N/A

Tennis Club Drive Road Acceptance

Contingency items to be completed by all Property Owners along Tennis Club Drive

- Survey and rerecord the private easement roadways as public rights-of-way. The general width will be 40 feet but will deviate at common area islands to include 1 foot behind the back of curb for a total combined right-of-way width of 40 feet. Common areas shall remain the property and maintenance responsibility of the property owners.
- Property owners will agree to pay for and maintain street lights.
- Remove entrance gates, keypads, and bollards at the intersections of Tennis Club Drive and County Road 32 and Tennis Club Drive and Section Street.
- Repair section of gutter.
- Remove sign from County Road 32 right-of-way at Tennis Club Drive.
- Pay $25,000 to Baldwin County for resurfacing at a future date.

Tennis Club
Site Map



Baldwin County Commission

Agenda Action Form

File #: 20-1525, **Version:** 1 **Item #:** BO1

Meeting Type: BCC Regular Meeting
Meeting Date: 9/15/2020
Item Status: New
From: Ron Ballard, Juvenile Detention Director
Submitted by: Ron Ballard, Juvenile Detention Director

ITEM TITLE
Agreement between the Baldwin County Commission and the Baldwin County Board of Education Concerning the Allocation of the Neglected and Delinquent Youth Fund

STAFF RECOMMENDATION
Take the following actions:

1) Approve Agreement 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 juvenile detention center. The term of this Agreement will be from October 1, 2020, through September 30, 2021, and is automatically renewed upon mutual agreement of each party; and

2) Authorize the Commission Chairman to sign the Agreement and any related documents.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

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: Incoming Revenue

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

Shelaine 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

FY21

Title I, Part D, Subpart 2 Formal Agreement For Local educational Agencies and Correctional Facilities

This agreement, made and entered into on this the ___ day of September, 2020, 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 Nicholsville 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 2020 expiring the 30th day of September 2021.

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 Billie Jo Underwood, Chairman

STATE OF ALABAMA

DEPARTMENT OF YOUTH SERVICES

LICENSE

THIS CERTIFIES THAT

Baldwin County Commission

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 1/31/2020-1/30/2021

IN WITNESS WHEREOF WE HEREBY SUBSCRIBE OUR SIGNATURES

THIS 21st DAY OF FEBRUARY, 2020

Youth Services Director

Robert Matthews
Director, Licensing and Standards

Baldwin County Commission

Agenda Action Form

File #: 20-1570, **Version:** 1 **Item #:** BQ1

Meeting Type: BCC Regular Meeting
Meeting Date: 9/15/2020
Item Status: New
From: Wayne Dyess, County Administrator
Felisha Anderson, Archives Director
Deidra Hanak, Personnel Director
Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE
Archives Department - Employment of One (1) Part-time Gate Attendant Position

STAFF RECOMMENDATION
Approve the employment of Ronald Jones to fill the open part-time Gate Attendant position (PID #PT35) at a grade E-EL ($10.781 per hour) to be effective no sooner than September 21, 2020.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The part-time Gate Attendant position was vacated in August 2020, due to the resignation of the previous employee. The County Administrator respectfully requests that the above recommendation is approved.

FINANCIAL IMPACT

Total cost of recommendation: $16,257.75 - budgeted

Budget line item(s) to be used: 51906.5113

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel - Implement Changes

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

Additional instructions/notes: N/A

Baldwin County Commission

Agenda Action Form

File #: 20-1569, **Version:** 1 **Item #:** BQ2

Meeting Type: BCC Regular Meeting
Meeting Date: 9/15/2020
Item Status: New
From: Joey Nunnally, County Engineer
Deidra Hanak, Personnel Director
Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE
Highway Department (Administration) - Employment of One (1) Custodian Position

STAFF RECOMMENDATION
Approve the employment of Haley Boyette to fill the open Custodian position (PID #2088) at a grade E-EL ($10.781 per hour / $22,424.48 annually) to be effective no sooner than September 21, 2020.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Custodian position will be vacated in September 2020, due to the retirement of the current employee. The County Engineer respectfully requests the above recommendation is approved.

FINANCIAL IMPACT

Total cost of recommendation: $22,424.48 - budgeted

Budget line item(s) to be used: 53100.5113

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel - Implement Changes

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

Additional instructions/notes: N/A

Baldwin County Commission

Agenda Action Form

File #: 20-1532, **Version:** 1 **Item #:** BQ3

Meeting Type: BCC Regular Meeting
Meeting Date: 9/15/2020
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) Part-time Detention Technician Position

STAFF RECOMMENDATION
Approve the employment of LaShonda Crenshaw to fill the part-time Detention Technician position (PID #PT41) at a grade H-EL ($14.246 per hour) to be effective no sooner than September 21, 2020.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The part-time Detention Technician position was vacated in November 2019, due to the transfer of the previous employee. The JDC Director respectfully requests that the above recommendation is approved.

FINANCIAL IMPACT

Total cost of recommendation: 52610.5113

Budget line item(s) to be used: $21,482.97 - budgeted

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel - Implement Changes

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

Additional instructions/notes: N/A

Baldwin County Commission

Agenda Action Form

File #: 20-1546, **Version:** 1 **Item #:** BQ4

Meeting Type: BCC Regular Meeting
Meeting Date: 9/15/2020
Item Status: New
From: Deidra Hanak, Personnel Director
Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE
Approval of Updated Organizational Charts and Position Descriptions

STAFF RECOMMENDATION
Approve the following to coincide with the approval of the Fiscal Year 2020-2021 Budget changes:

1) Updated organizational chart for the Finance and Accounting Department; and

2) Updated position description for Staff Accountant (Grants); and

3) Updated organizational chart for the departments reporting to the County Administrator; and

3) Updated position descriptions for Archives Specialist, Customer Service Representative II Baldwin Regional Area Transit System (BRATS), Billing Account Specialist II (BRATS), Administrative Support Specialist I (BRATS), Training Manager (BRATS), Natural Resource Planner; and

4) Updated organizational chart for the Building Department; and

5) Updated position description for Plans Examiner; and

6) Updated organizational chart for the Communications and Information Systems Department; and

7) Updated position description for the Telephony Technician; and

8) Updated organizational chart for the Emergency Management Agency; and

9) Updated position descriptions for the Emergency Management Officer, Emergency Management Specialist, Planning and Grants Division Manager, and Facilities Coordinator/Environmental Services; and

10) Updated organizational chart for the Highway Departments; and

11) Updated position description for the Operator Technician Trainee; and

12) Updated organizational chart for the Personnel Department; and

13) Updated position description for the Personnel Specialist; and

14) Updated organizational chart for the Revenue Commission/Re-Appraisal; and

15) Updated position descriptions for the Administrative Support Specialist IV, Collections Bookkeeper II, GIS Coordinator, Real Property Analyst II, and Real Property Specialist II; and

16) Updated organizational chart for the Budgeting and Purchasing Department and Sales, Use, and License Tax Department; and

17) Updated position descriptions for the Chief Deputy License Inspector, Deputy License Inspector I, Deputy License Inspector II, and Deputy License Inspector III; and

18) Updated organizational chart for the Solid Waste Department; and

19) Updated position descriptions for the Deputy Solid Waste Officer II, Landfill Gas Technician, Scale Attendant II, Staff Accountant, and Senior Billing Account Specialist (Customer Service); and

20) Updated organizational chart for the Board of Registrars; and

21) Updated organizational chart for the Juvenile Detention Center; and

22) Updated organizational chart for the Probate Office.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: N/A

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

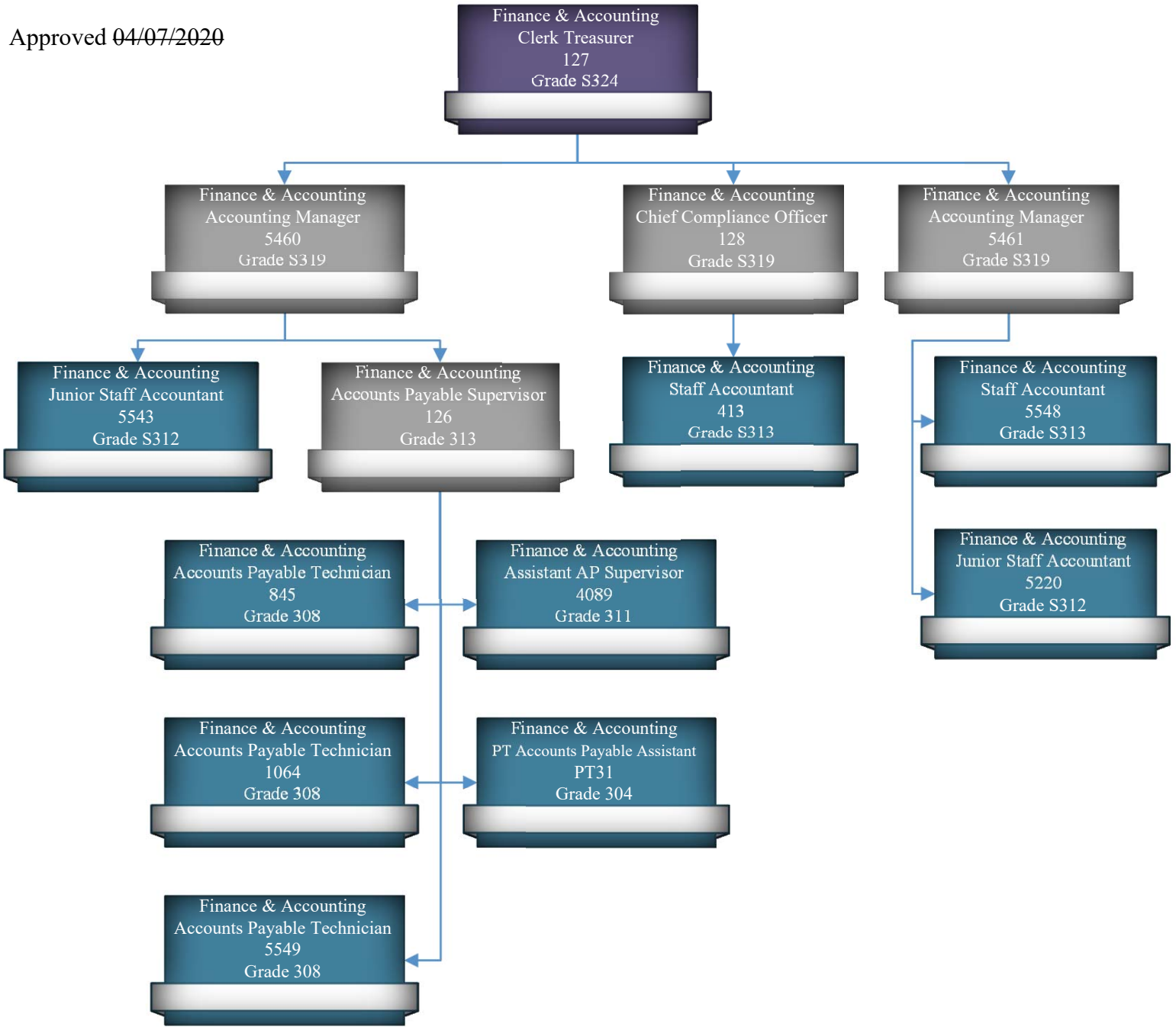
For time-sensitive follow up, select deadline date for follow up: N/A

Individual(s) responsible for follow up: Personnel

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

Additional instructions/notes: N/A

Approved ~~04/07/2020~~



POSITION DESCRIPTION

Title: Staff Accountant - Grants

Department: Finance & Accounting

Job Analysis: September 2020

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

Relationships

Reports To: Clerk Treasurer/Chief Compliance Officer/Accounting Manager

Subordinates: None

Internal Contacts: County Commission Staff, County Employees

External Contacts: Local, State, and Federal Agencies, Vendors, General Public

Status: Classified/Exempt (S313)

Job Summary

Responsible for general accounting functions and for assisting Baldwin County Commission Departments with the soliciting, monitoring, directing, and/or managing grants. This position provides administration and accounting support for the Financial and Accounting Department.

Job Domains

A. Grants Management

1. Prepares and submits applications to secure grants.
2. Prepares all accounting and compliance reports as required.
3. Actively pursues new grants.
4. Maintains complete and accurate files relating to grants actively managed as Grants Coordinator.
5. Prepares and maintains a list of all County grants.
6. Works with auditors and program compliance staff to ensure that all Baldwin County grants are in full compliance.

B. Accounting and Financial

1. Prepare and/or supply data for state and federal grant reports or reimbursement requests.

2. Assign proper account codes to revenues and expenditures by fund and line item.
3. Verify that County accounting records are correct and balanced monthly.
4. Assist in maintaining Accounts Receivable systems, including the collection process.
5. Assist with preparation of the year-end audit process.
6. Assist Clerk/Treasurer and senior level staff with financial tasks.
7. Other duties as assigned.

C. Reports/Records Management

1. Maintain various reports as needed.
2. Post and maintain various databases used for reports.
3. Responsible for the integrity of data and the confidentiality of information.
4. Maintain all financial files in an organized and timely manner.

D. Miscellaneous

1. Fills in for staff members when necessary.
2. Types and/or prepares correspondence, resolutions, agenda items and various documents as requested.
3. Perform filing tasks.
4. Assists and/or makes referrals to general public, various agencies and County employees.
5. Enter data and operate computers, copiers, scanner, and printer when necessary.

Knowledge, Skills and Abilities

(Any item with an asterisk will be taught on the job.)

1. Graduate of an accredited college or university with a Bachelor's degree with a major in accounting, finance, or closely related field. Prefer grant solicitation and management experience with a strong background in accounting.
2. Ability to communicate effectively.
3. Skilled in the use of computers and software related to job (word processing, spreadsheets).
4. Ability to prepare grant applications, reports, and correspondence.
5. Ability to analyze complex grant applications, problems, and data, and use sound judgment in preparing a winning application.
6. Ability to establish and maintain effective working relationships with citizens, employees, supervisors and the general public.
7. Ability to comprehend and articulate complex facts and relationships in detail, to summarize and write clearly, concisely, and legibly.

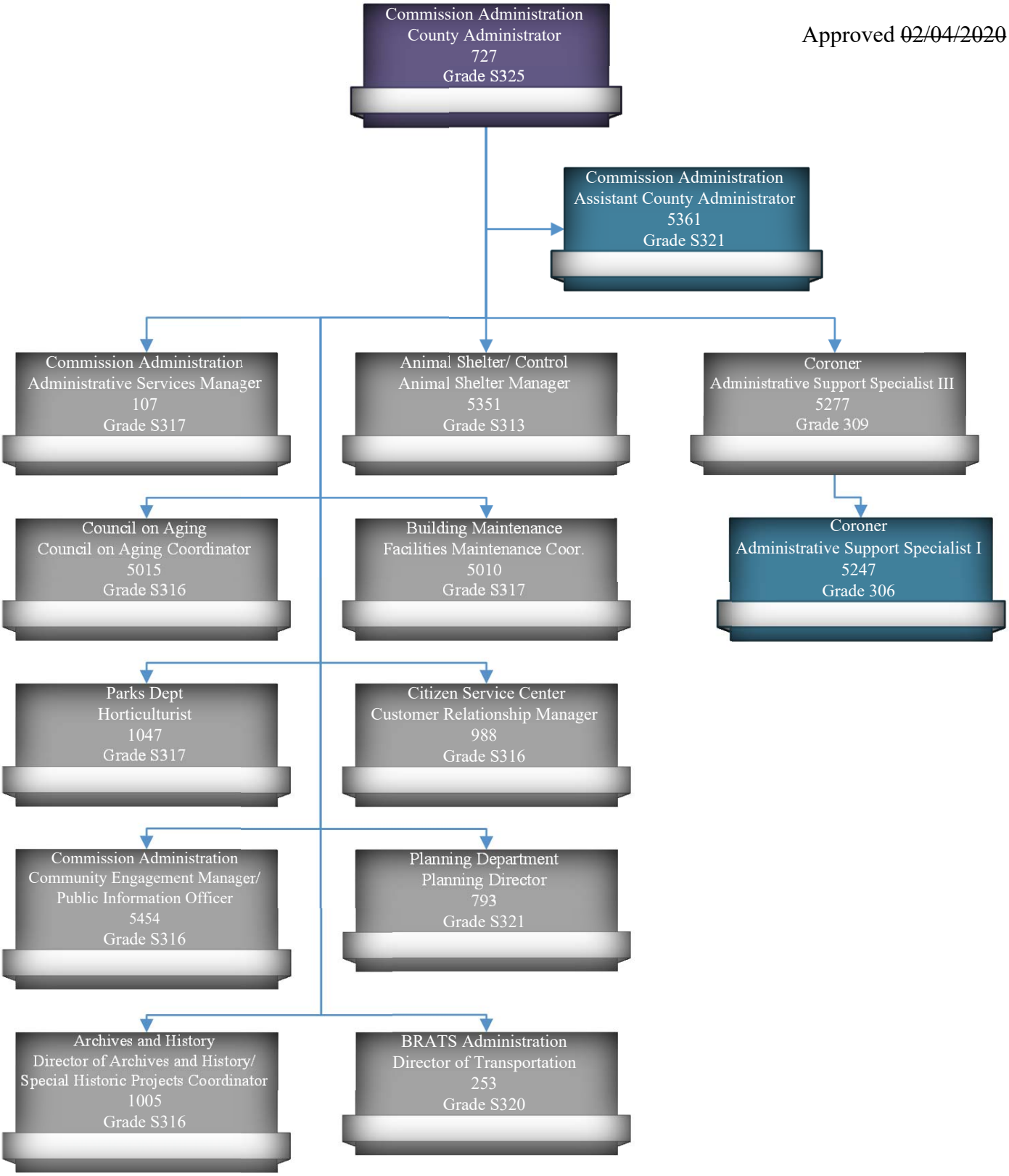
Other Characteristics

1. Willing to work nonstandard hours, as necessary.
2. Willing to travel out of County as needed.
3. Willing to attend meetings, conferences, workshops, and training sessions as related in assigned work area.

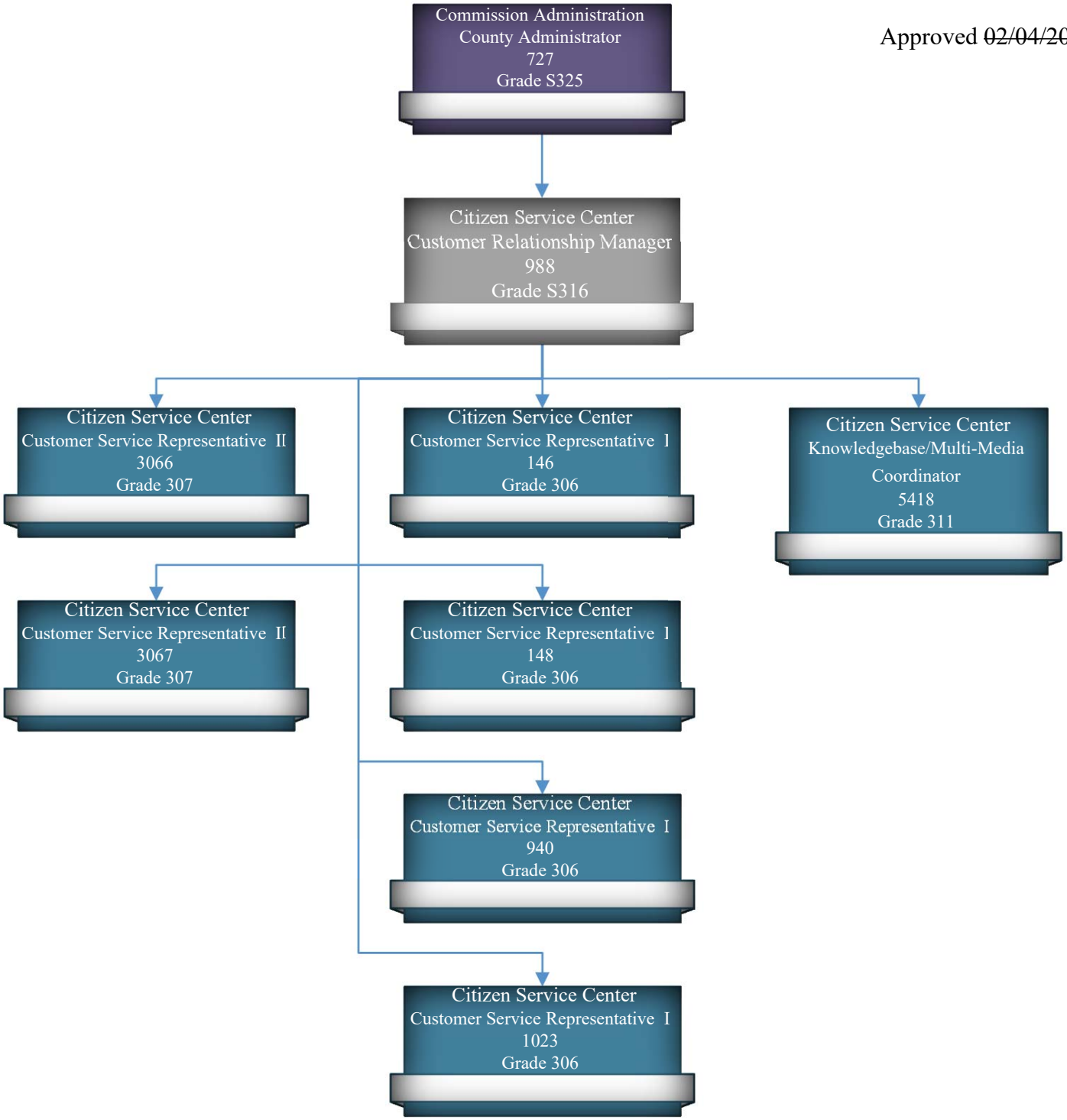
Minimum Qualifications

1. Bachelor's degree with a major in accounting, finance, planning, or closely related field.
2. Minimum of three (3) years progressive accounting experience.
3. Ability to interpret State and Federal regulations.
4. Background in grant solicitation and management, preferred.
5. Proficiency in uses of accounting software like Microsoft Excel.
6. Possess a valid Alabama driver's license.

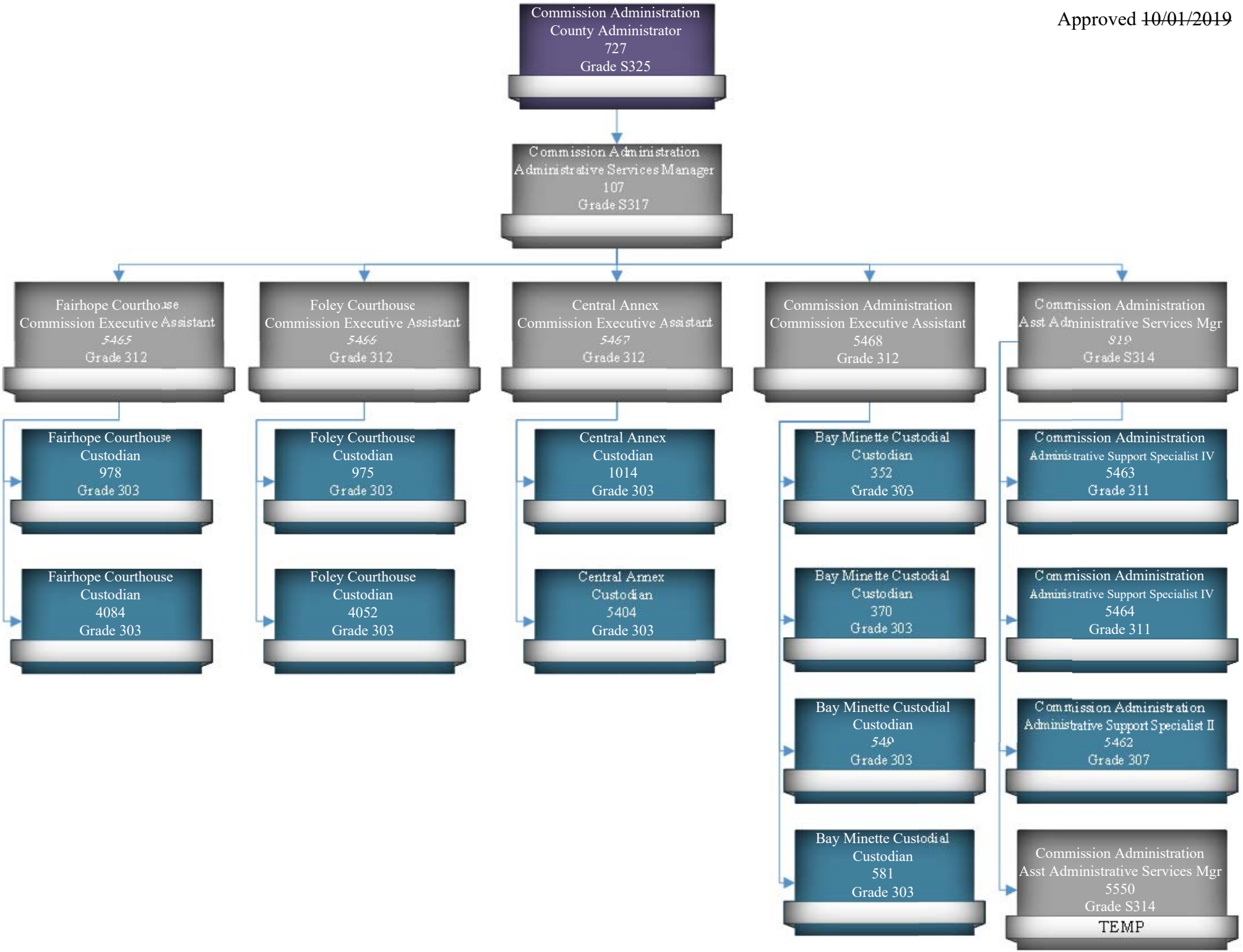
Approved ~~02/04/2020~~



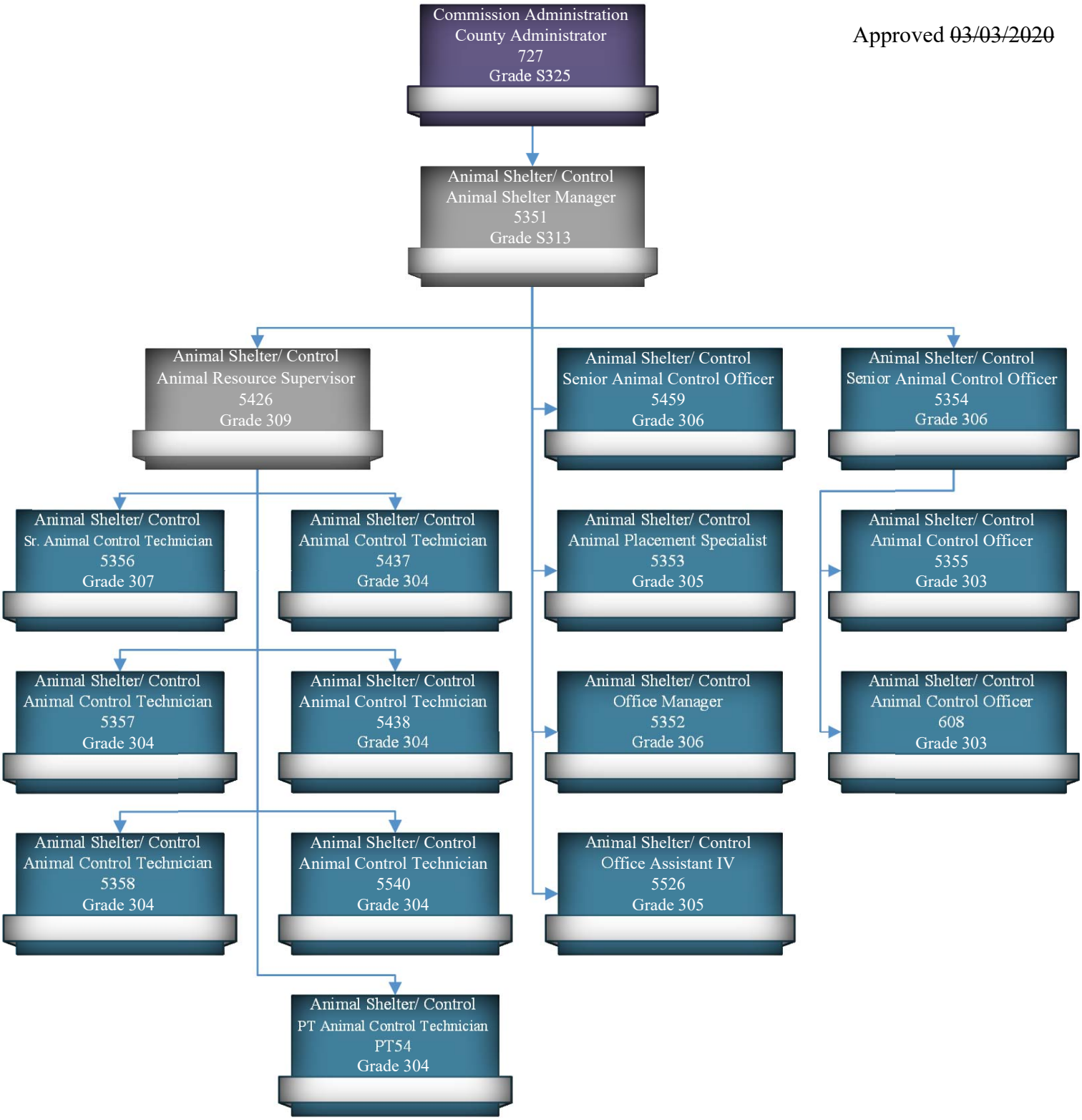
Approved ~~02/04/2020~~



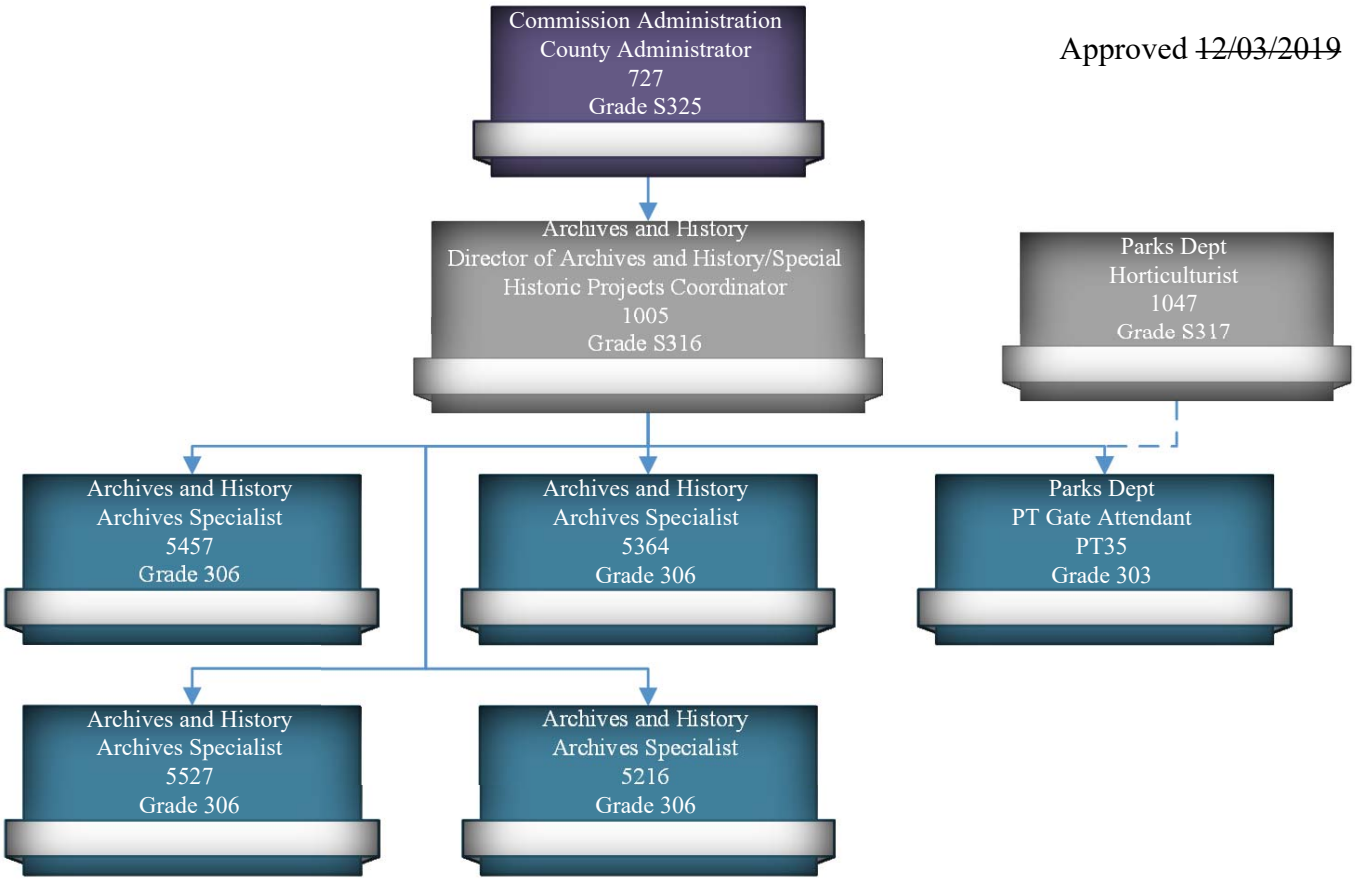
Approved ~~10/01/2019~~



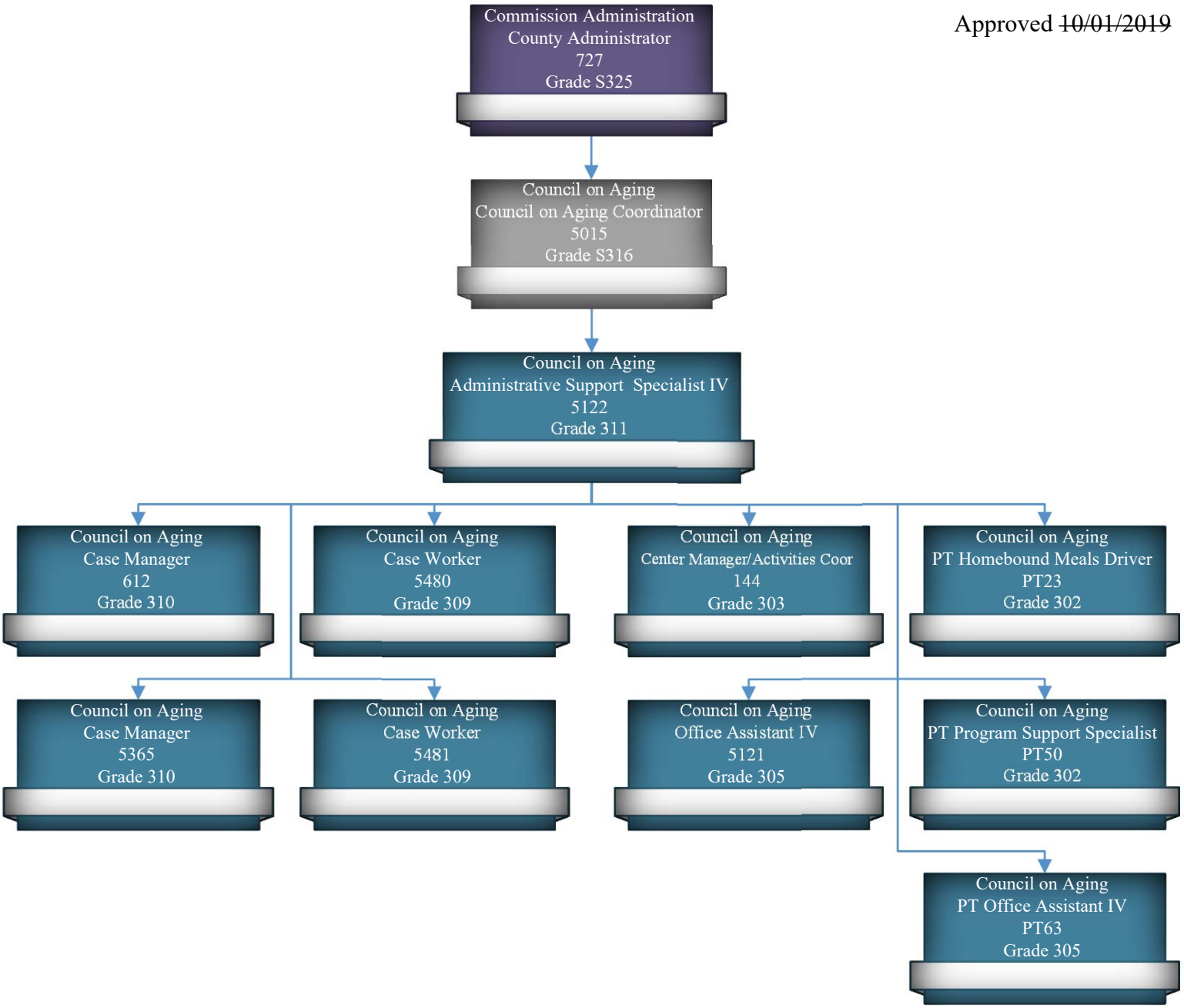
Approved ~~03/03/2020~~



Approved ~~12/03/2019~~



Approved ~~10/01/2019~~



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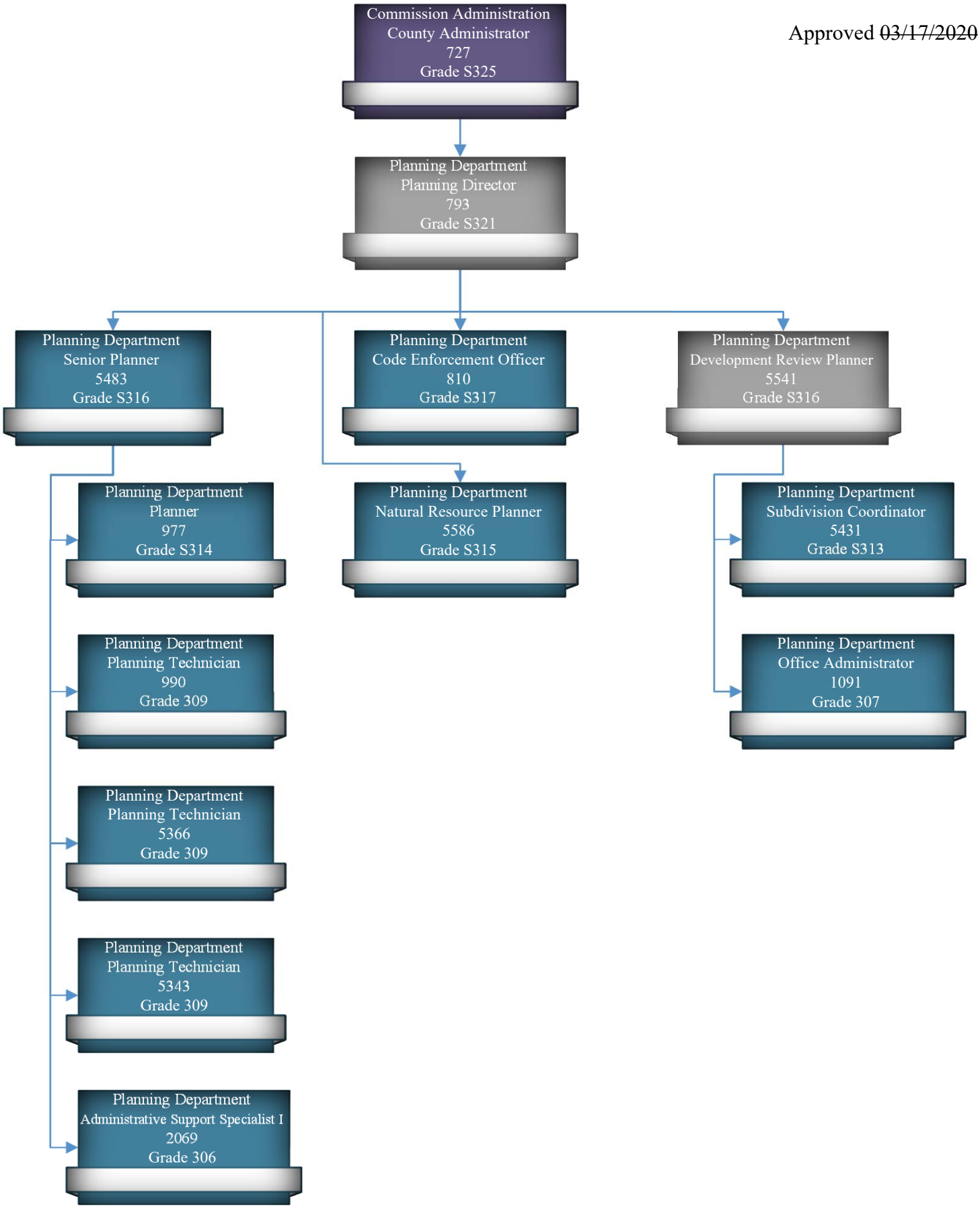

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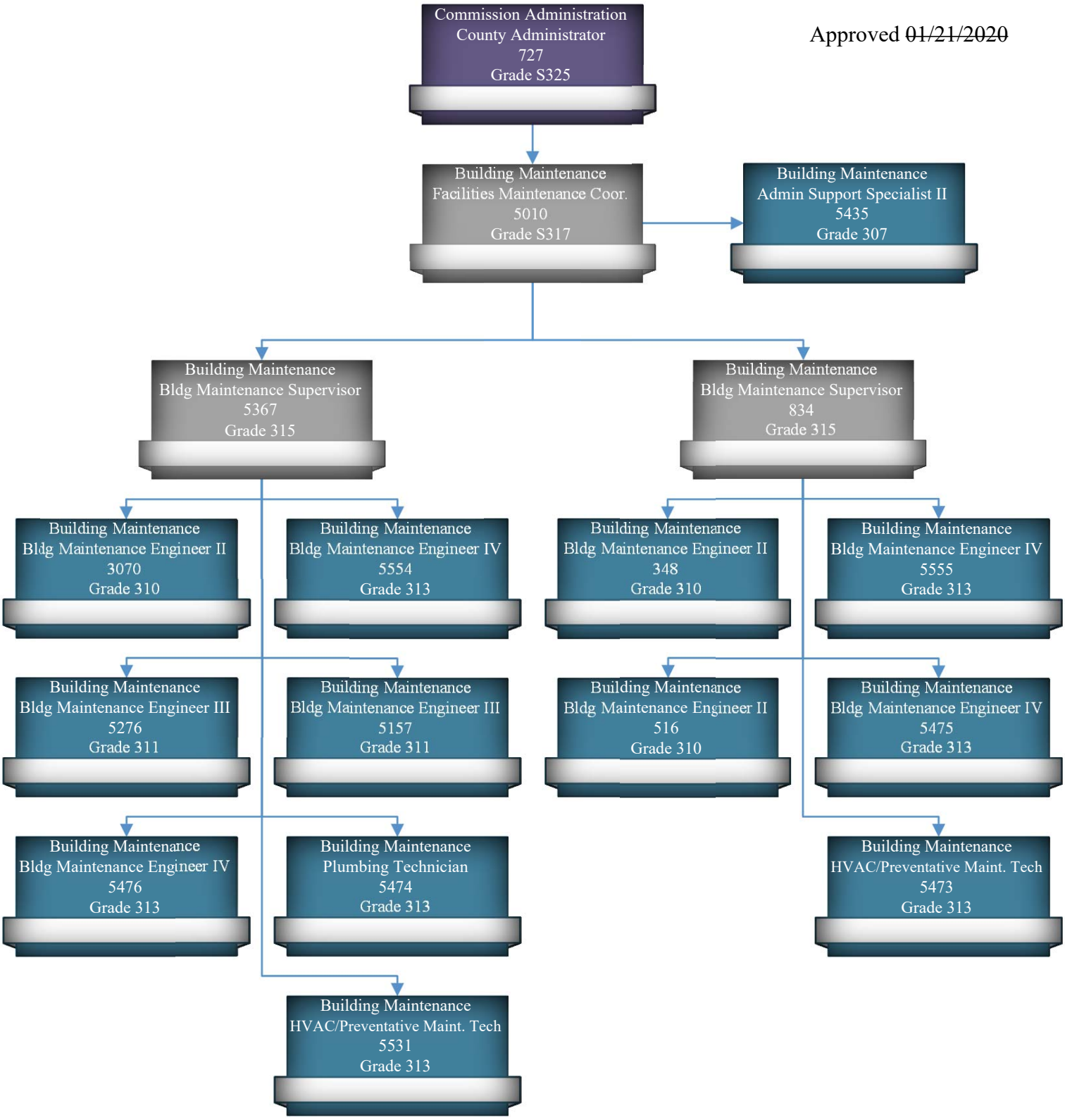

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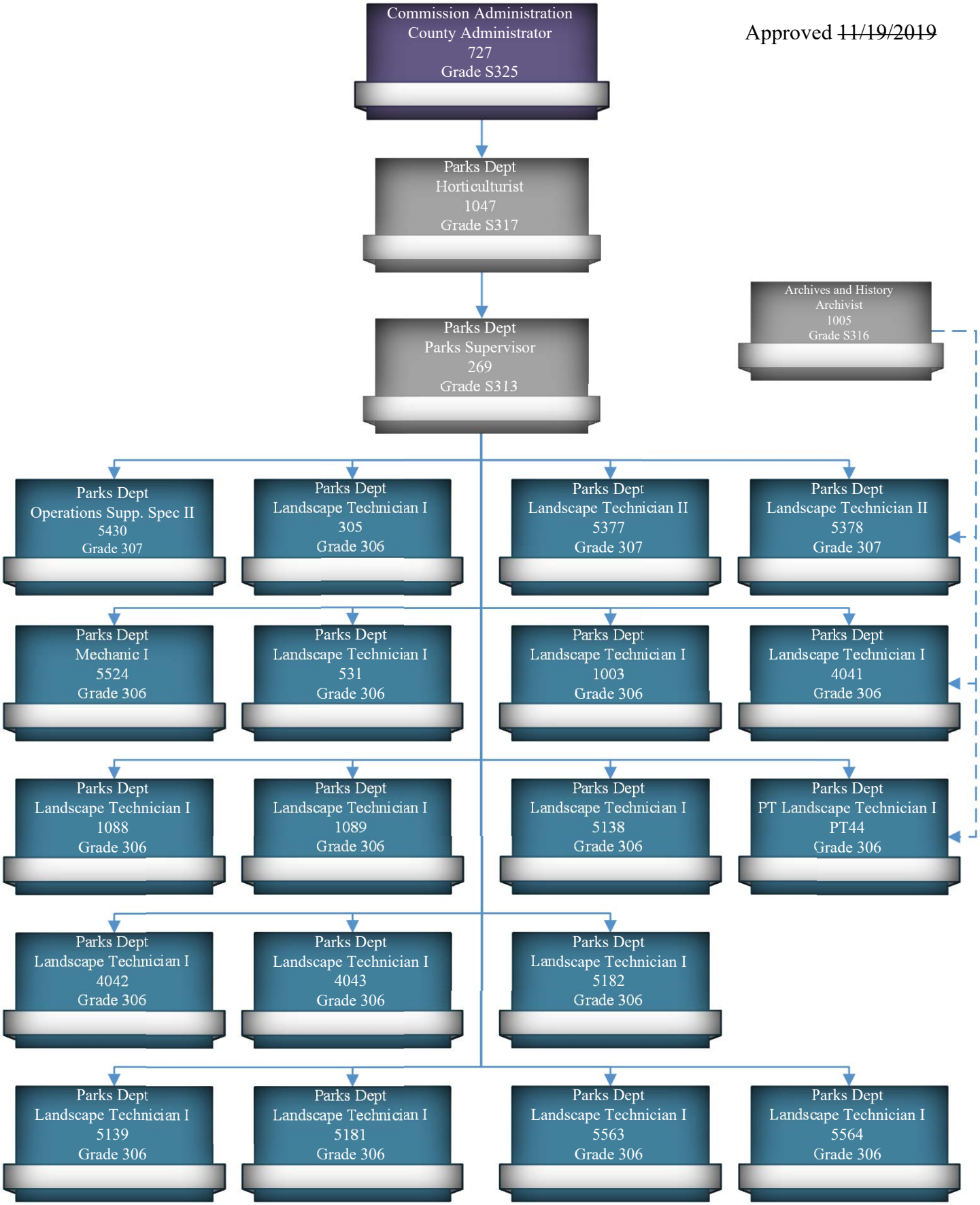

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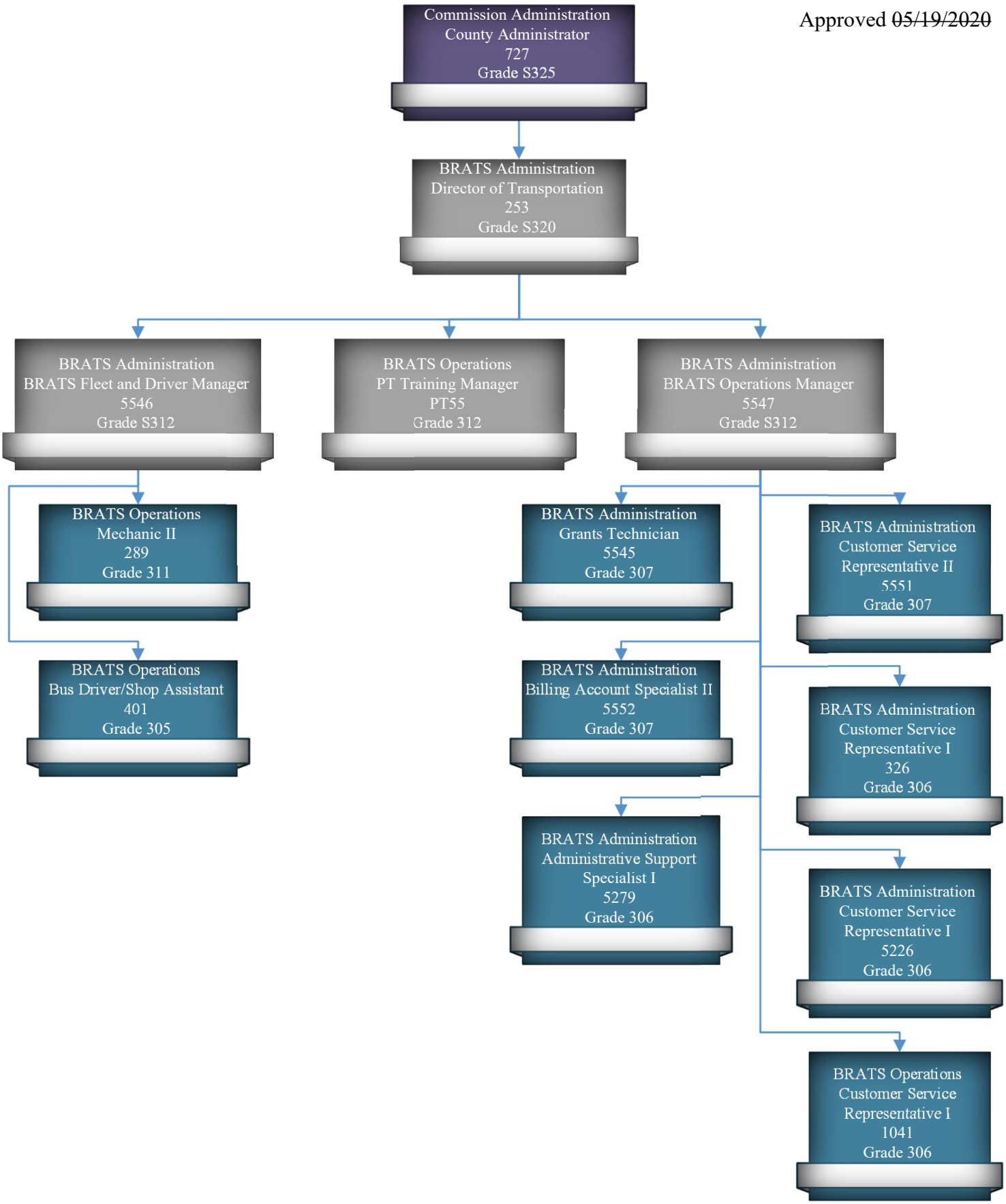

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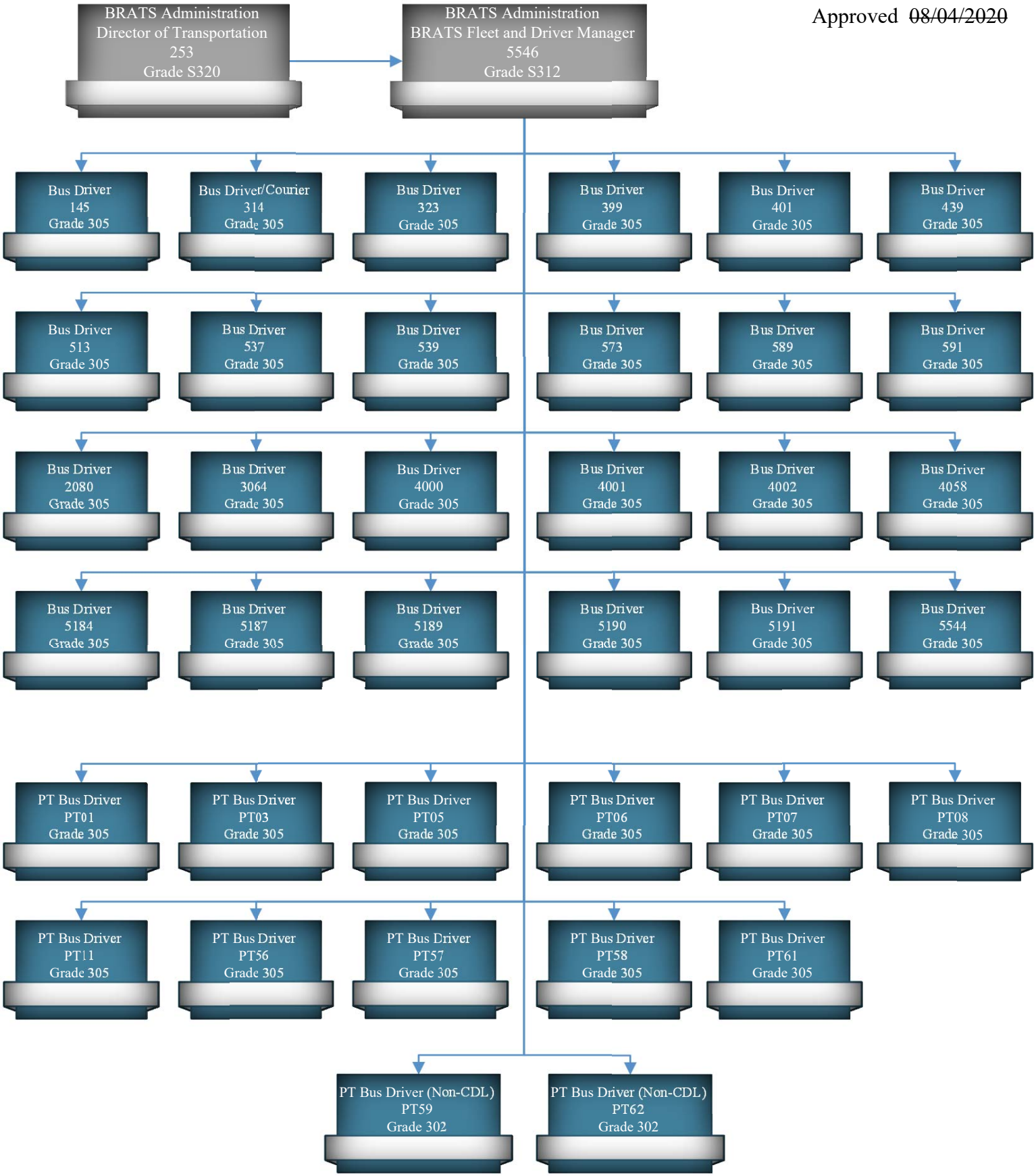


POSITION DESCRIPTION

Title:	Archives Specialist
Department:	Department of Archives and History
Job Analysis:	07/2005, 02/2011, 09/2014, 01/2015, 06/2019, 09/2020

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

Relationships

Reports to:	Director of Archives/Special Historic Projects Coordinator
Subordinate Staff:	None
Internal Contacts:	County Personnel
Staff External Contacts:	General Public, State government personnel
Status:	Classified/Non-Exempt (306)

Job Summary

The Archives Specialist (s) for the Baldwin County Department of Archives and History serves to accomplish a myriad of clerical administrative duties for the Baldwin County Department of Archives and History and assists with archival projects as assigned by the Director of Archives and History. The Archives Specialist will, as a primary duty, perform the daily duties of records management including cataloging items, properly storing documents from various departments through county government and retrieving those same documents as needed by the Archives Department or any other department that maintains records within the Archives facility. In addition, the Archives Specialist must be able to retrieve shelved documents for patrons and ensure that they are re-shelved properly after use. The Archives Specialist must be able to assist patrons in their research of documents and artifacts maintained by the county archives. Furthermore, the Archives Specialist will assist in the training of temps/volunteers that are assigned county archival projects.

Job Domains

A. Facility

1. Conduct operations of the primary workplace facility as requested by the Director of Archives and History.
2. Conduct general day-to-day facility operations with kindness, professionalism tact and an emphasis on responsiveness.
3. Maintains office and cleaning supplies inventory and prepares requisitions for the same.

(Spending authorization will always be applicable as approved by Director of Archives and History and on file in the Budget/Purchasing office).
4. Reviews the primary facility for maintenance and cleanliness as directed.

B. Representative Duties

1. Organizes and arranges archival and manuscript material in alphabetical, chronological or other appropriate order, as directed, in accordance with local practice and documented procedures.
2. Performs routine procedures to arrange for preservation of the materials.
3. Compiles listings of materials in collections as appropriate.
4. Labels manuscripts folders and containers.
5. Compiles, inputs and formats data on collection material and collection activities in manual and automated files.
6. Prepare collections for preservation.
7. Input and format data for finding aids in machine-readable files, using a standard finding aid template.
8. Re-house material into archival containers and perform other routine procedures to arrange for the preservation of materials (e.g., preservation, photocopying of fragile materials).
9. Print box and folder labels from the electronic finding aid and labels boxes and folders.
10. Retrieve materials from the shelves and assists the Director for in-process and newly processed collections.
11. Perform clerical duties incidental to archival activities as assigned by the Director.

C. Clerical

1. Enters data from given sources on a computer.
2. Assists other county departments with their records management programs as needed.
3. Assists with research requests as needed
4. Supports director and department with special assignments as directed.
5. Takes notation and dictation as needed.
6. Types, writes, and/or prepares internal memoranda and various documents as requested.
7. Understands and conveys more complex messages and instructions and takes action accordingly.
8. Coordinates training course registrations and travel reservations as needed.
9. Takes minutes and proofreads minutes as requested.
10. Schedules meetings, coordinates newspaper advertisements as requested.
11. Receives, reviews, and prepares a variety of forms, requests, records, files, and other documents associated with daily responsibilities of this position.
12. Utilizes a computer, printer, etc. to enter, store, and retrieve data as needed in a variety of electronic mediums including the Archives' electronic database.
13. Maintains a comprehensive, current knowledge and awareness of applicable manuals, policies, and procedures.
14. Ability to understand and implement archival principles including document filing and retrieval.
15. Assists patrons in the use of finding aids and guides; responds to written inquiries and

supplies suitable references and/or service.
16. Supervises and trains interns/volunteers that are assigned to county archival projects.
17. Processes and creates finding aides for archival collections which fall under the domain of the county archives.
18. Offers and obtains basic information or provides assistance on general matters.
19. Compile and maintain archival management data and reports.

D. Reception and Referral

1. Greets visitors to the office, refers them to whom they need to see, and makes them comfortable if they must wait.
2. Answers incoming calls to the office. Advises, screens and refers callers and visitors.
3. Provides whatever information is available to general inquiries.

E. Special Historic Projects

1. Assists with the creation and execution of county-wide historical events from conception to clean-up.
2. Assists with the design of advertising materials; collaborate with several departments within the county as well as local and community groups.
3. Assists with archival programming to include publicity and public outreach programs.

Knowledge, Skills, and Abilities

1. Knowledge of basic high school mathematics.
2. Knowledge of basic bookkeeping procedures.
3. A good working knowledge of English grammar, composition, and spelling.
4. Ability to read and understand English-language primary source documents, including hand-written texts sufficiently to organize collections.
5. A good working knowledge of general office practices and procedures.
6. Skills to communicate effectively with Public Officers, supervisor, co-workers, and general public.
7. Skills to read and understand printed reports and requests.
8. Knowledge of filing procedures.
9. Knowledge of office machinery operations.
10. Ability to establish and maintain effective working relationships with supervisors, co- workers, and the general public.
11. Ability to understand written instructions, and general policy statements.
12. Ability to organize and prioritize own work.
13. Ability to operate equipment associated with the scanning and preservation of artifacts in an electronic format.
14. Knowledge of archival processing.
15. Knowledge of Records Management theory and practice.
16. Knowledge of or ability to learn the proper processing of documents and/or artifacts to archival standards.
17. Skills including an understanding of finding aides, electronic catalogs and databases and

the ability to create and implement any of the above.

18. Knowledge of, or ability to, learn and put into practice archival principles that are necessary to properly serve researchers at the facility and through telephone/email communication.
19. Abilities associated with the training and supervision of interns with limited archival skills and volunteers with no archival skills.
20. Ability to assist patrons with research requests in a professional and friendly manner.

Physical Requirements

1. Ability to lift heavy material, push loaded book carts, and climb ladders. Manual dexterity.
2. Must have the ability to lift at least 50 lbs. unassisted.

Other Characteristics

1. Willing to work overtime, nonstandard hours, weekends and holidays as required to complete work assignments.
2. Willing to travel out of County as needed.
3. Willing to attend meetings, conferences, workshops, and training sessions as related in assigned work area.
4. Must be willing to work in an environment that contains dust and/or mold.
5. Ability to work under stress of recurring deadlines.

Minimum Requirements

1. Associate degree in Records Management with a minimum two (2) years' experience working in an archives or records management setting; or any equivalent combination of experience and training that provides the knowledge, skills, and abilities necessary to perform the work.
2. Possess valid driver's license and be insurable by the County's standards.
3. Experience using computers, especially word processing, and other office equipment.
4. Minimal keyboarding skills (25-39 wpm).

POSITION DESCRIPTION

Title: Administrative Support Specialist I

Department: Baldwin Regional Area Transit System (BRATS)

Job Analysis: September 2020

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

Relationships

Reports To: BRATS Operations Manager, Director of Transportation

Subordinate Staff: None

Internal Contacts: Baldwin County Commission, County Administrator, Co-workers, CIS Department

External Contacts: General Public, Business Community,

Status: Classified/Non-Exempt (306)

Job Summary

Enters data collected from drivers' daily manifests to generate information for management and efficiency reporting. Balances all driver manifests to other account reports. Collects and posts all passenger fares and monthly billing of services. Makes daily bank deposits. Reports all funds collected to accounting department in Bay Minette. Acts as back-up for dispatch in the event of absences and must be willing to perform other duties as deemed necessary by management. Performs facility inspections, mail pickup, and enters building maintenance and CIS work orders.

Job Domains

A. Accounting

1. Balance driver's fare box to reports.
2. Prepare daily bank deposit.
3. Prepare monthly bank deposit report to County.
4. Post all activities in QuickBooks, Routematch and Excel.
5. Balance and reconcile all reports from Bay Minette.
6. Provides general bookkeeping and support as needed.

B. Data Entry

1. Enter the driver's daily report data into computer.
2. Generate information for management and efficiency reporting
3. Any other information necessary.

C. Reports
1. Generate data for National Transit Database reporting and other required reports.

Knowledge, Skills, and Abilities

Due to rapidly changing laws, regulations, technology, etc., BRATS focuses on an individual's ability to learn and apply new knowledge, skills, and abilities as on an individual's existing knowledge, skills, and abilities.

1. Skills and ability to converse effectively with employees, and general public.
2. Math skills and ability to compute and understand basic arithmetic functions.
3. Accounting skills to correctly complete various records and reports accurately.
4. Computer skills to work accurately and effectively in QuickBooks, Excel, Microsoft Word and other current software programs.
5. Willing to learn new computer programs when necessary.
6. Ability to communicate with general public in a professional, courteous and polite manner.
7. Ability and patience to work with individuals with disabilities.
8. Ability to follow oral and written instructions.
9. Ability to relate pertinent information to supervisor.

Other Characteristics

1. All BRATS Team Members are expected to be very flexible team players. Any BRATS team member may be required to transport passengers (this is our core mission) or perform any other tasks required of any other BRATS team member.
2. Willing to work non-standard hours as necessary.
3. Need to have transportation to work.
4. Must be able and willing to travel when deemed necessary.

Minimum Requirements

1. Must have valid driver's license.
2. Criminal background check authorization required.
3. Pre-employment drug screening, random drug screening and post accident drug and alcohol screenings are required.

POSITION DESCRIPTION

Title: Billing Account Specialist II

Department: Baldwin Regional Area Transit System (BRATS)

Job Analysis: September 2020

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

Relationships

Reports To: BRATS Operations Manager, Director of Transportation
Subordinate Staff: None

Internal Contacts: Baldwin County Commission, County Administrator, Budget, Purchasing, Grants and CIS Department, Co-workers

External Contacts: General Public, Business Community

Status: Classified/Non-Exempt (307)

Job Summary

Enters data collected from drivers' daily manifests to generate information for management and efficiency reporting. Does monthly billing for all services rendered. Collects and posts all passenger fares and monthly billing of services. Makes bank deposits. Reports all funds collected to accounting department in Bay Minette. Generates vouchers and acts as back-up for dispatch in the event of absences and must be willing to perform other duties as deemed necessary by management.

Job Domains

A. Accounting

1. Bill monthly for all services rendered.
2. Post all incoming checks to books.
3. Maintain accurate accounting books on payments for services rendered.
4. Prepare bank deposit.
5. Post all activities in QuickBooks, Routematch and Excel.
6. Maintain all accounts.
7. Balance and reconcile all reports from Bay Minette.
8. Prepare and track grant reimbursement packages.

B. Data Entry

1. Generate information for management and efficiency reporting.
2. Travel
3. Any other information as needed.

Knowledge, Skills, and Abilities

Due to rapidly changing laws, regulations, technology, etc., BRATS focuses on an individual's ability to learn and apply new knowledge, skills, and abilities as on an individual's existing knowledge, skills, and abilities.

1. Must place a high priority on providing phenomenal customer service.
2. Skills and ability to converse effectively with employees, general public.
3. Math skills and ability to compute and understand basic arithmetic functions.
4. Accounting skills to correctly complete various records and reports accurately.
5. Computer skills to work accurately and effectively in QuickBooks, Excel, Microsoft Word and other current software programs.
6. Willing to learn new computer programs when necessary.
7. Ability to communicate with general public in a professional, courteous and polite manner.
8. Ability and patience to work with individuals with disabilities.
9. Ability to follow oral and written instructions.
10. Ability to relate pertinent information to supervisor.

Other Characteristics

1. All BRATS Team Members are expected to be very flexible team players. Any BRATS team member may be required to transport passengers (this is our core mission) or perform any other tasks required of any other BRATS team member.
2. Need to have transportation to work.
3. Must be able and willing to travel when deemed necessary.
4. Must dress in professional manner to meet the public.
5. Must have positive attitude.
6. Handle stressful situations calmly and professionally.
7. Must be able to travel as deemed necessary.
8. Willing to work non-standard hours as necessary.

Minimum Requirements

1. Must have valid driver's license. Commercial Driver's License with Passenger Endorsement preferred.
2. Criminal background check authorization required.
3. Pre-employment drug screening, random drug screening and post accident drug and alcohol screenings are required.

POSITION DESCRIPTION

Title: Customer Service Representative II

Department: Baldwin Regional Area Transit System (BRATS)

Job Analysis: September 2020

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

Relationships

Reports To: BRATS Operations Manager, Director of Transportation

Subordinate Staff: None

Internal Contacts: Baldwin County Commission, County Administrator, Co-workers

External Contacts: General Public, Business Community

Status: Classified/Non-Exempt (307)

Job Summary

Customer Service Representative II's are required to answer all incoming telephone calls and handle them professionally and appropriately. They are required to correctly schedule all passenger trips by collecting all pertinent data from caller, entering information into computer, assigning trip to a route, and the route to a driver. The information is used to generate trip manifests for each driver for the next day. Customer Service Representative II's are responsible for collecting correct data, confirming that each driver knows their schedule for the next day, and receives their manifest. Assists Drivers with questions regarding driver manifest and other passenger information. Manage weekly schedules for the Customer Service Department. Schedule vehicles in for service and enter data for maintenance reports. Assign vehicles to drivers and perform vehicle inspections. Assist the Operations Manager in coordinating the activities of the Customer Service team. Must be willing to perform other duties as deemed necessary by management.

Job Domains

A. Essential Functions

1. Answer all incoming telephone calls and radio calls in a professional manner.
2. Accurately record all trip information in the scheduling software.
3. Gather updated telephone number and address for customer.
4. Communicate clearly and effectively with drivers and general public.

5. Assist Drivers with questions regarding manifest and other passenger information.
6. Accurately schedule and cancel trips.
7. Generate driver manifests.
8. Promptly forward accurate information to drivers.

B. Assist the Operations Manager

1. Coordinate the Activities of the Customer Service Team

C. Miscellaneous

1. Manage weekly schedules
2. Vehicle inspections and reporting

Knowledge, Skills, and Abilities

Due to rapidly changing laws, regulations, technology, etc., BRATS focuses on an individual's ability to learn and apply new knowledge, skills, and abilities as on an individual's existing knowledge, skills, and abilities.

1. Must place a high priority on providing phenomenal customer service.
2. Skills and ability to converse effectively and pleasantly with employees and general public.
3. Telephone skills to handle multiple lines at one time.
4. Ability to work independently without close supervision.
5. Ability to spell common words and names for computer data entry.
6. Ability to multi- task, problem solve and meet deadlines.
7. Ability to communicate effectively and clearly with drivers.
8. Ability & patience to work with individuals with disabilities.
9. Ability to read maps and accurately direct drivers to addresses.
10. Math skills and ability to compute and understand basic arithmetic functions.
11. Ability to make decision within the standards of BRATS policies and guidelines.
12. Computer skills to work accurately and effectively in Excel, Microsoft Word and other current software programs.
13. Willing to learn new computer programs when necessary.

Other Characteristics

1. All BRATS Team Members are expected to be very flexible team players. Any BRATS team member may be required to transport passengers (this is our core mission) or perform any other tasks required of any other BRATS team member.
2. Need to have transportation to work.
3. Must dress in professional manner to meet the public.
4. Must have positive attitude.
5. Handle stressful situations calmly and professionally.
6. Must be able to travel as deemed necessary.
7. Willing to work non-standard hours as necessary.

Physical Qualifications

1. Must have 20/40 vision or better with corrected lenses.

Minimum Qualifications

1. Must have a valid driver's license. Commercial Driver's License with Passenger Endorsement preferred.
2. Experience with operating computer software programs.
3. Criminal background check authorization required.
4. Pre-employment drug screening, random drug screening and post-accident drug and alcohol screenings are required.

POSITION DESCRIPTION

Title: Training Manager (Part-Time)

Department: Baldwin Rural Area Transportation System (BRATS)

Job Analysis: October 2020

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

Relationships

Reports To: Director of Transportation

Subordinate Staff: Bus Drivers, County Courier Drivers

Internal Contacts: Baldwin County Commission, County Administrator, Co-workers

External Contacts: General Public, Business Community

Status: Classified/Non-Exempt (312)

Job Summary

Assist in supervising over 50 drivers regarding their duties of operating their vehicles, carrying out pre-trip inspections, keeping vehicle clean, overseeing proper reporting, and assisting passenger within established guidelines. Handles driver's hiring, termination, orientation and training, performs driver evaluations and route evaluations along with bus reviews, coordinates training programs and follow-up training for employees. Must be on-call at all times for emergencies and be capable of assessing emergency issues. Monitors and manages payroll within the allocated budget. Supervisor must be willing to perform other duties as deemed necessary by management. Assists in office with administrative duties.

Job Domains

A. Essential Functions

1. Maintain control of passengers while they are aboard the vehicle.
2. Secure and tie down wheelchairs properly.
3. Record the time of each pick up and drop off.
4. Record the odometer of each pick up and drop off.
5. Remember addresses and directions.
6. Properly perform pre-trip and post-trip inspections of the vehicle.
7. Report maintenance issues and safety hazards.
8. Maintain cleanliness of vehicle.
9. Maintain fuel level of vehicle.

10. Collect fares of passengers.
11. Maintain accurate paperwork and training documentation.
12. Assist passengers within established guidelines.
13. Provide information to passengers.
14. Speak professional and clearly on radio.
15. Be familiar with current training procedures and safety equipment.
16. Able and willing to receive and maintain PASS certification and additional training.
17. Implement safety and training programs.
18. Able to provide orientation and training procedures for new drivers.
19. Assist in documenting and reviewing accidents and incidents.
20. Perform driver knowledge and performance evaluations.
21. Assist in emergency management as needed.
22. Participate in training activities.
23. Maintain professional drivers by hiring and terminating.
24. Perform Finalization of Employment promptly.
25. Assist in office with scheduling, and dispatching.

Knowledge, Skills, and Abilities

1. Skills to communicate effectively and clearly with general public mostly elderly and impaired.
2. Ability to keep detailed records and make accurate reports.
3. Ability to read road signs correctly.
4. Knowledge to understand rules and regulations of defensive driving.
5. Ability to follow routine oral and written instructions.
6. Math skills in order to keep correct figures on fares, adding miles traveled and gallons of gas and oil purchased.
7. Knowledge and understanding of the Alabama State Highway Public Transportation Highway rules and regulations.
8. Ability to deal with general public in a professional, courteous and polite manner.
9. The ability & patience to work with individuals with disabilities.
10. Ability to remember addresses and directions.
11. Ability to convey procedures and instructions to new hires and existing staff.
12. Ability to relate pertinent information and safety hazards to supervisor.
13. Skills to create an environment conducive to learning and instruction.
14. Ability to operate a direct link radio and to communicate effectively and clearly.
15. Ability to work in computer software programs.

Other Characteristics

1. All BRATS Team Members are expected to be very flexible team players. Any BRATS team member may be required to transport passengers (this is our core mission) or perform any other tasks required of any other BRATS team member.
2. Willing and able to be trained to secure a wheelchair down properly.
3. Must be able to travel as deemed necessary.
4. Need to have transportation to work.

4. Willing to work non-standard hours as necessary.

Physical Qualifications

1. Ability to see, read, write, stand, walk, reach, pull, push, bend, turn, climb, escort passengers, observe passengers, lift a minimum of 50 lbs. unassisted and secure passengers and mobility devices.
2. Must have 20/40 vision or better with corrected lenses.

Minimum Qualifications

1. Must have a valid Commercial Driver's License with Passenger Endorsement.
2. Minimum of five (5) years' experience in the transit industry.
3. Criminal background check authorization required.
4. Pre-employment drug screening, random drug screening and post-accident drug and alcohol screenings are required.

POSITION DESCRIPTION

Title: Natural Resource Planner

Department: Planning and Zoning

Job Analysis: September 2020

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

Relationships

Reports to: Planning Director

Subordinate staff: None

Internal contacts: Planning Staff and other County employees

External contacts: General Public, Alabama Department of Environmental Management, Corps of Engineers, U.S. Fish & Wildlife, local environmental organizations

Status: Classified/Exempt (S315)

Job Summary

Develop and manage various policies, plans and studies in areas of watershed planning, wetlands conservation, stormwater management, air quality, water quality, erosion control and other environmental and community development programs. Manage natural resource staff.

Job Domains

1. Conduct research and analysis on various environmental issues. Develop and implement long range environmental plans and studies for Baldwin County related to watershed planning, wetlands conservation, stormwater management, air quality, water quality and erosion control. Monitor plan progress. Maintain plans in up-to-date manner.
2. Assist in environmentally related grant projects including project scope development and selection, and similar tasks as appropriate.
3. Represent the County on various committees and organizations related to the environment such as the Mobile Bay NEP. Act as liaison to various state and federal environmental agencies including ADEM, COE, USF&W etc. Respond to inquiries from the public about environmental issues and regulations.
4. Attend and present reports at Planning Commission meetings, public hearings, public meetings, and County Commission meetings as necessary.

5. Prepare responses to COE wetland dredge and fill permit applications and ADEM air quality proposals.
6. Work on special projects related to the Baldwin County Master Plan, areas land use plans and similar studies/plans including but not limited to environment & conservation, parks & recreation, and growth & development.
7. Assist Planning Director on other projects as needed.

Knowledge, Skills, and Abilities

1. Ability to communicate effectively.
2. Knowledge of computers and software related to job (word processing, spreadsheets, GIS). Ability to prepare plans, studies, reports and correspondence.
3. Ability to analyze complex situations, problems and data, and use sound judgment in drawing conclusions and making decisions.
4. Ability to comprehend and articulate complex facts and relationships in detail, to summarize and write clearly, concisely and legibly.

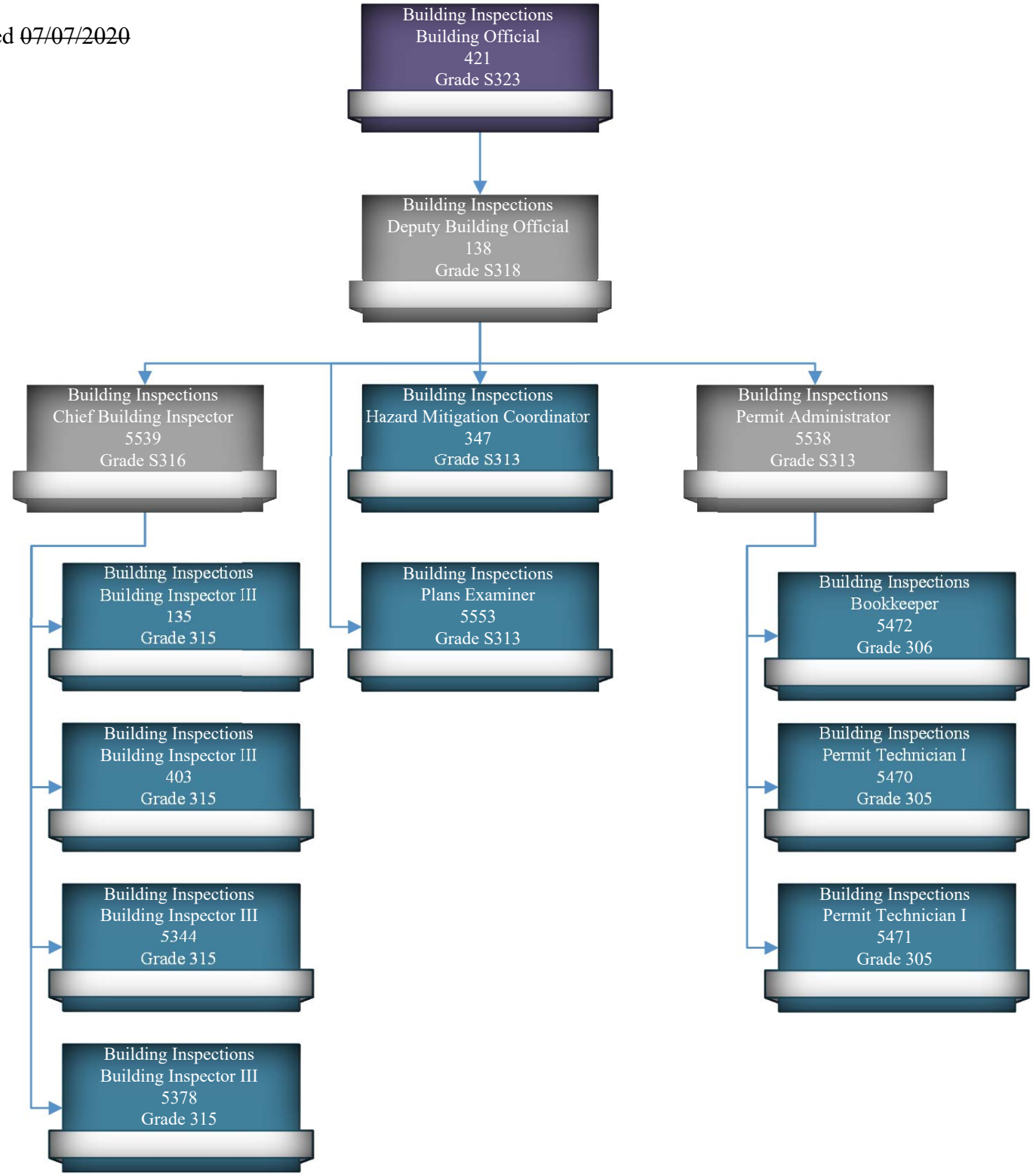
Other Characteristics

1. Willing to work evenings and weekends when necessary.

Minimum Qualifications

1. Graduate of an accredited college or university with a bachelor’s degree in planning, environmental science, geography, or related field.
2. Prefer Master's degree, AICP certification and experience in area of environmental planning.
3. Have a valid driver's license and be insurable by the County’s insurance standards.

Approved ~~07/07/2020~~



POSITION DESCRIPTION

Title: Plans Examiner

Department: Building Inspection

Job Analysis: September 2020

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

Relationships

Reports to: Building Official, Deputy Building Official

Subordinate Staff: None

Internal Contacts: Chief Building Inspector, Building Inspectors, Hazard Mitigation Coordinator, Permit Administrator, Permit Technicians, Bookkeeper, other County Employees

External Contact: Building Contractors, Engineers, Architects, Surveyors, International Code Council, and State regulatory agency personnel

Status: Classified/Exempt (Grade S313)

Job Summary

Reviews permit applications and required documents for accuracy and completeness. Examines construction plans and specifications for compliance with all applicable codes, ordinances, state and federal regulations, and flood determination issues. Meets with engineers, architects, surveyors, contractors, developers, and the general public to discuss project details and requirements. Maintains and documents status of all construction projects to prepare and present project reports to the Building Official.

Job Domain

A. Plan Review

1. Schedules and conducts pre-construction meetings and conferences as needed.
2. Reviews building, electrical, plumbing, and mechanical plans for commercial and residential construction within the County permitting jurisdiction.
3. Reviews plans for code, accessibility, flood zone, FEMA and ADEM requirements, County ordinance compliance as well as all State and Federal requirements enforced by the department.
4. Prepares review comments for applicants detailing corrections or actions needed.

5. Receives and reviews certifications from architects and engineers for compliance with special inspection requirements.
6. Reviews surveys and elevation certificates for compliance with approved plans.
7. Answers questions concerning flood zones, codes, and permits.
8. Interprets code changes, researches code problems, keeps informed and researches newly approved building materials.
9. Coordinates with Planning & Zoning Department, Sewer and Fire Departments to ensure compliance with mutual codes and concerns.

B. Inspections

1. Monitors building permit jurisdiction for building code violations.
2. Investigates complaints of improper construction or non-compliant job sites.
3. Investigates unsafe/nuisance structures.
4. Conducts field inspections as needed.

C. Administrative Activities

1. Answers questions regarding permit projects, ordinances, and flood zones.
2. Interprets code changes.
3. Completes various reports, forms, records, etc.
4. Writes informational letters.

D. General Duties

1. Performs other duties as required.

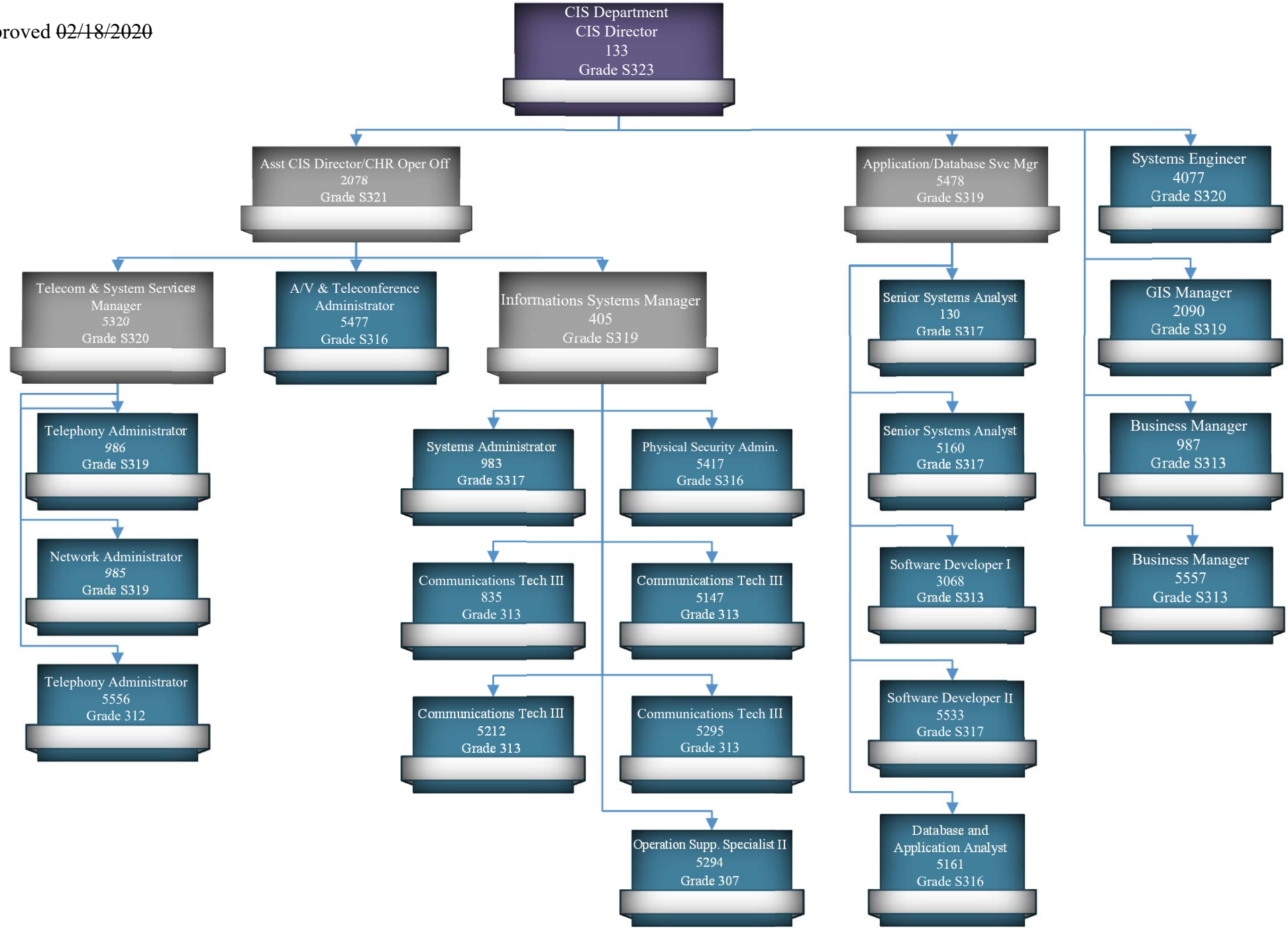
Knowledge, Skills, and Abilities

1. Verbal and written skills to communicate effectively at all levels with all persons involved in the building trades.
2. Considerable knowledge of engineering, architectural, and construction standards governing design, construction, and use of buildings.
3. Considerable knowledge of design and installation standards for electrical, plumbing, gas, and mechanical systems.
4. Knowledge of FEMA regulations, ADEM regulations, flood zones, and construction methods particular to coastal areas.
5. Ability to read and interpret plans quickly and accurately; compare with code requirements and construction in progress.
6. Ability to establish and maintain professional, pleasant working relationships with the general public, property owners, contractors, design professionals, coworkers, and public officials to enforce building codes with tact and firmness.
7. Time management and organizational skills to work wisely and efficiently while dealing with interruptions and changes to schedule with minimal supervision.
8. Math skills required for calculations used in plans examination.

Minimum Qualifications

1. Possess a valid driver's license and be insurable by the County's insurance standards.
2. High School Diploma or GED required. College degree preferred.
3. Previous experience as a plans examiner, inspector, contractor, superintendent of construction, architect, or engineer preferred.
4. Familiar with use of computers and other office equipment necessary for communication and record keeping.
5. Extensive knowledge of construction terminology and construction plans.
6. Certification by International Code Council as a Building Inspector.
7. Certification by International Code Council as a Building Plans Examiner within 12 months of hire date.
8. Certification by International Code Council in sub-trade Plans Examiner categories or the ability to obtain these certifications at a minimum of one every 12 months of hire date.
9. Certification by ASFPM as a Certified Floodplain Manager (CFM) within 24 months of hire date.
10. Must be willing to travel throughout Baldwin County.

Approved ~~02/18/2020~~



POSITION DESCRIPTION

Title:	Telephony Technician
Department:	Communications & Information Systems
Job Analysis:	August 2020

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

Relationships

Reports To:	Telcom and System Services Manager, Assistant CIS Director, or CIS Director as determined by current requirements and defined by current Organizational Chart.
Subordinate Staff:	None
Internal Contacts:	Commissioners, County Administrator, Department Heads, All Other County Staff
External Contacts:	Vendors, Representatives from other Agencies
Status:	Classified/Non-Exempt (L)

Job Summary

This individual will assist with PBX and VOIP system installations, service, maintenance, repair and programming. Will also perform modifications, moves, adds, changes, troubleshooting, and installation of multi-line TDM/IP based telephone services which include fiber and copper-based systems. This individual has no direct subordinates but could supervise other Technicians on a project basis.

Job Domains

A. Premise Cabling & Wiring Installation and Maintenance

1. Pull and terminate voice, video, & data cables.
2. Understand & terminate patch panels.
3. Tone out cables.
4. Make & test patch cables
5. Build telephone main frames.
6. Know & use telephone color code standards.
7. Terminate 100 pair and larger telephone cables.

8. Terminate, test, & certify Category 6 data cables.
9. Terminate, test, & certify Fiber Optics.
10. Cross connect voice cables.

B. Systems/Equipment Installation and Maintenance

1. Basic telephone set installation and maintenance.
2. Installation, programming and maintenance of cellular phones.
3. Installation and maintenance of mobile communications devices
4. Installation, programming, and maintenance of DSU/CSU units.
5. Basic installation, programming, and maintenance of hubs, routers, and switches.
6. Basic-level PBX/VOIP trouble shooting and maintenance.
7. Understand & use all test equipment required to complete tasks.
8. Conduct and/or coordinate user training classes as required.

C. Administrative & Record Keeping

1. Keep work order status & work order time entry up to date.
2. Keep assigned parts inventory up to date and accounted for.
3. Follow industry and departmental standards for labeling and documenting cables, equipment, etc.

D. Areas of Specialization

1. Telephony Systems
   a. Complete station level adds, moves, and changes.
   b. Add DISA codes as required.
   c. Setup and program Voice mail accounts.
   d. Dial Plan & Route management and programming.
   e. Maintain system backups and integrity.
   f. Maintain inventory of systems.
   g. Provide basic analysis and decisions on functions associated with software and hardware configuration of the system(s).
   h. Configure and maintain call routing and call recording software.

2. Desktop Computer Systems

   a. Test and implement upgrades to Desktop applications and operating systems.
   b. Maintain network images of current desktop software.
   c. Add computers to network domain.
   d. Assign IP addresses to devices requiring static address.
   e. Keep other technicians up to date on current levels of software being installed.
   f. Provide basic analysis and decisions on functions associated with software and hardware configuration of the system(s).

Knowledge, Skills, and Abilities

1. Good knowledge of Basic Ethernet.
2. Good knowledge of SIP/RTP/SDP and similar protocols.
3. Good understanding and ability to properly identify the sources Jitter/Packet Loss via tools like Wireshark.
4. Good knowledge of telecommunications equipment operations and maintenance and installation.
5. Good knowledge of PBX and IP telephony systems.
6. Good knowledge of premise wiring and fiber for video, voice and data communications.
7. Good knowledge of outside plant wiring and fiber for video, voice and data communications.
8. Good knowledge of desktop computer systems and computer peripheral equipment.
9. Good knowledge of computer operating systems and computer networks.
10. Good knowledge of TCP/IP.
11. Ability to plan and organize work in order to set priorities and meet deadlines.
12. Ability to relate highly technical issues and respond to questions at a layman's level of understanding.
13. Ability to communicate effectively, both orally and in writing.
14. Ability to establish and maintain effective working relationships with department heads and other employees.
15. Ability to work independently and make sound technical decisions using information at hand.
16. Ability to effectively function as a team player.

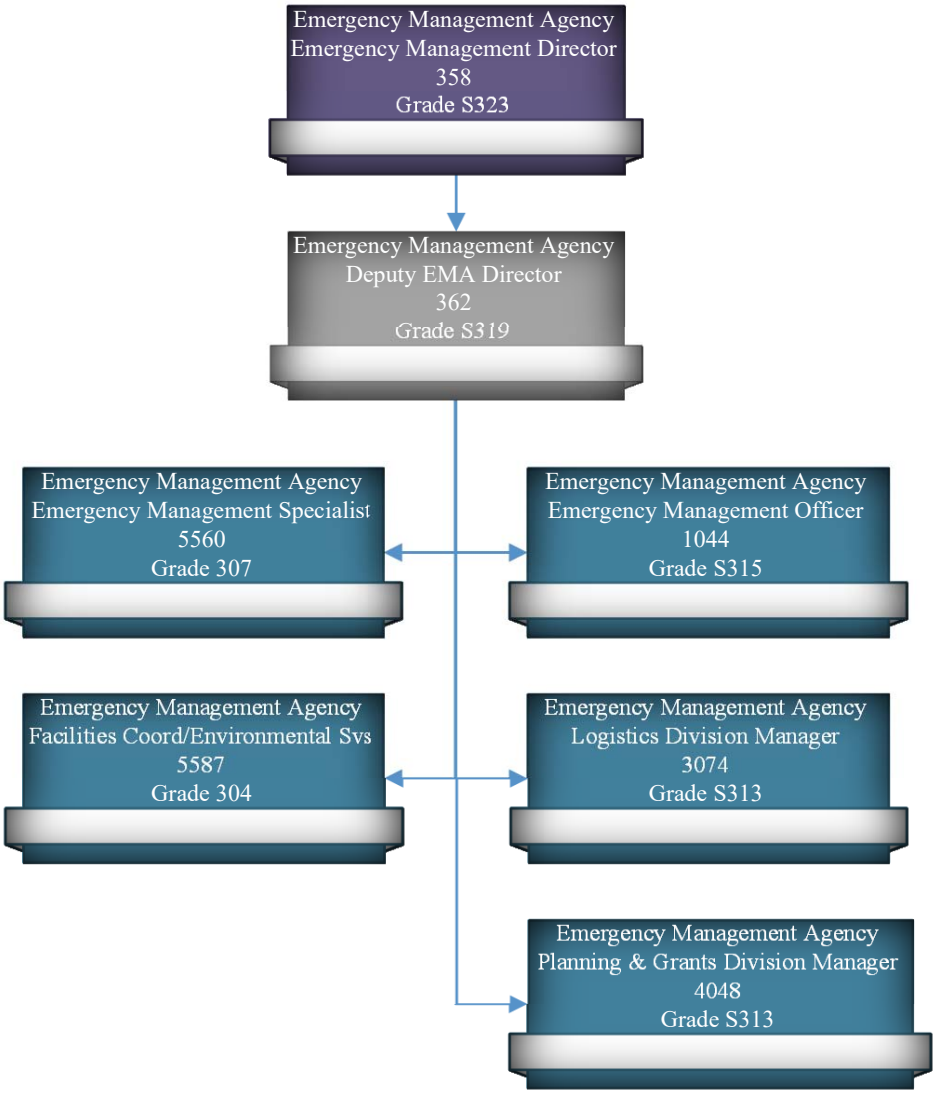
Other Characteristics

1. Must be willing to travel and stay overnight as required.
2. Must be willing to work nonstandard hours, including weekends and overtime.
3. Must be willing to attend additional training, skills development, and other self improvement courses as deemed necessary by supervisor.

Minimum Requirements

1. Possess an Associate Degree or Technical Certificate from a recognized college, university or technical school in Communications, Electronics, Information Technology or a closely related field; or combination of education and experience equivalent to these requirements.
2. Have a minimum of two (2) years' experience in a technical or telephony system environment.
3. Should possess A+ Certification or have the ability to acquire within 6-month probationary period.
4. Should possess Network+ Certification or have the ability to acquire within 6-month probationary period.
4. Training, certification, or equivalent experience in Siemens HiPath Systems, Siemens Expressions Voicemail Systems, Unify Session Border Controllers, and Unify Branch Servers considered a plus.
5. Training in call routing software and call recording software considered a plus.

Approved ~~04/07/2020~~



POSITION DESCRIPTION

Title:	Emergency Management Officer
Department:	Emergency Management Agency
Job Analysis:	11/2011, 07/2012, 09/2014, 06/2015, 10/2016, 09/2020

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

Relationships

Reports To:	EMA Director, Deputy EMA Director
Subordinate Staff:	Interns participating internship program
Internal Contacts:	EMA Staff, other county employees
External Contacts:	Emergency Managers from municipalities, local, state, and federal governmental agencies, and non-governmental organizations agencies, local vendors, local industry, and the General Public
Status:	Classified/Exempt (S315)

Job Summary

Provides coordination and oversight of departmental operations, emergency response, safety and training to include facilities, services, personnel, equipment, and supplies. Ensuring appropriate posture of the emergency operations center to adequately coordinate, support, and communicate to essential partners in response to situations, incidents, and events that may impact public safety. This position requires the individual to serve as Operations Section Chief or Emergency Operations Center Operations Floor Manager. Collaborating with emergency management personnel, community stakeholders and local, state or federal officials for preparation, response, mitigation, and recovery of disasters. Coordinating disaster response, critical information and crisis management activities to include evacuations, sheltering, and communications. Overseeing the shelters operations, collaborating with internal and external constituents during activation or as required. Participate in the development and maintenance of county plans to include the Emergency Operations Plans, Shelter Plans, Regional Distribution Site/Strategic National Stockpile, Communication, Strategic and Safety Plans, and serves in the on-call duty officer rotation.

Job Domains

A. Planning and Operations

1. Plans and develops programs both internally and externally to provide emergency management training to EMA staff members, first responders, elected and government officials, citizens, and members of the private sector to ensure compliance with the FEMA National Incident Management System and to ensure the health, safety and welfare of the citizens of Baldwin County.
2. Coordinates and participates in developing emergency preparedness plans and procedures related to department operations, emergency response, and communications for all hazards.
3. Assists in the planning and coordination of shelter openings and closings. Develops, coordinates and maintains standard operating procedures for shelter operations and transportation.
4. Identifies resources to assist in emergency response, activations, and activities related to disasters such as translators (multi-lingual) for disaster sheltering and response.
5. Coordination with the Logistics Division Manager/Logistics Section Chief for and volunteer organizations for food, equipment, materials, donated goods and services and volunteers
6. Coordinates the development and maintenance of communications plans with necessary external and internal partners.
7. Works to coordinate with State and local agencies for emergency operations plans, communication plans, training programs and safety plans to ensure compliance with state and federal guidance related to the organization.

B. Administration

1. Prepares agenda items relevant to the department for the County Commission when needed. Coordinates and strives to build and maintain a viable emergency management program.
2. Assist with departmental budget and coordinates with the Logistics Division Manager for procurement of supplies to support the emergency operations center activities and response.
3. Provide assistance in maintaining accurate contact information for constituents.
4. Coordinates with Emergency Support Function 8 (Health & Medical) with the Alabama Department of Public Health, nursing homes, assisted living facilities, Home Health Care agencies and hospitals for emergency operations plans & evacuation procedures.
5. Coordinates, develops and maintains a resource list for operational and response purposes.
6. Coordinates with the Logistics Division for inventory of shelter supplies and shelter kits.
7. Maintains required training records for departmental staff and others who have received EMA training to ensure compliance with applicable regulations.

C. Training

1. Implement internal departmental training programs to elevate the professional development for staff members.
2. Recruit, solicit, and/or implement external training courses as requested or required for Emergency Operations Center staff, shelter staff, essential partners and stakeholders.

3. Assist in the coordination of disaster drills, training, and exercises for response partners.
4. Document training and exercise appropriately for accreditation and program requirements.
5. Assist with, or implement the training of citizens in all facets of emergency management.

Knowledge, Skills, and Abilities

1. Ability to communicate effectively with staff, organizations, and the general public.
2. Ability to maintain a positive attitude and provide great customer service to internal and external contacts.
3. Ability to demonstrate leadership and provide mentoring to interns, subordinate staff, and volunteers.
4. Skills to conduct various training courses and to communicate with staff and the general public.
5. Skills to develop and maintain emergency plans and procedures.
6. Skills to comprehend state and federal guidelines and to read charts, graphs and maps.
7. Ability to construct and conduct instructional programs and training in a professional and productive manner.

Other Characteristics

1. Willing to travel to state and regional conferences and meetings.
2. Willing to work non-standard hours to provide 24-hour emergency coverage, training sessions, activations and duty officer rotation.

Minimum Requirements

1. Graduate of an accredited college or university with a bachelor's degree in Emergency Management or related field of study or equivalent or a combination of education and progressively responsible experience related to the duties above.
2. Alabama Hazmat Awareness & Operations Certification, or equivalent, within six (6) months of employment.
3. Experience in Emergency Management, Disaster Recovery and FEMA Individual/Public Assistance Program and plans writing.
4. Experience working with local, state and/or federal agencies – preferred.
5. It is expected that the incumbent will become certified as an emergency manager through the Alabama Association of Emergency Managers at the Basic level within six (6) months of employment and at the Advanced level within three (3) years of employment.
6. Completion of the E449 ICS Curricula Train-The-Trainer course or an equivalent Instructor Development course.
7. Possess a valid driver's license.

POSITION DESCRIPTION

Title: Emergency Management Specialist

Department: Emergency Management Agency

Job Analysis: September 2020

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

Relationships

Reports To: EMA Director, Deputy EMA Director

Subordinate Staff: None

Internal Contacts: EMA Staff, other County employees

External Contacts: Emergency Managers from municipalities, local, state, and federal governmental agencies, and non-governmental organizations, local vendors, local industry and the general public

Status: Classified/Non-Exempt (307)

Job Summary

The Emergency Management Specialist for the Emergency Management Agency serves to accomplish a myriad of duties to assist the staff of the department as well as the functions within the Emergency Operations Center. This individual is responsible for providing technical support and assistance to the EMA staff in the areas of planning, logistics, operations, training, and education outreach. This person will also help to ensure facilities, services, personnel, training, equipment, and supplies are supported for the purposes of maintaining a viable emergency management program. Incumbents must have excellent communication and creative writing skills, maintain records, prepare for and participate in staff meetings, and assist in managing communications for the department. This person reports to the EMA Deputy Director. During times of activation this individual may be assigned by the EOC Manager to assist with the Operations, Logistics, or Planning Sections.

Job Domains

A. Administrative

1. Serves as a scribe as needed.
2. Types and/or prepares correspondence, agenda items, reports and various documents as requested.

3. Schedules meetings and coordinates public meetings with staff.
4. Conducts research as needed or requested.
5. Collects information to maintain situational awareness. Providing assistance with social media monitoring and information dissemination.
6. Receives and dispatches mail.
7. Assist in maintaining the agency calendar of events.
8. Assists with data entry for mass communications and maintaining current contact information for internal and external partners.

B. Logistical Support

1. Provides logistical support for outreach events, activations, training, as well as equipment/asset inventory and maintenance.
2. Provide logistical support to ensure the necessary supplies to support EOC operations and activations. Assist with procurement processes as directed by the Logistics Division Manager. (Spending authorization will always be applicable as approved by the EMA Director and on file in the Budget/Purchasing office).
3. Assists in checking in/out equipment, utilizing appropriate documentation and procedures.
4. Assists with sheltering operations and support as requested. This includes staffing, volunteer management, and donation management.

C. Training

1. Assists with development and implementation of training courses to include registration, promotional materials, participant management, documentation, and material support.
2. Assist with training as requested.

D. Planning

1. Assists with reviewing and revising emergency plans, risk assessments, and guidelines to accomplish the mission of the agency.

E. Reception and Referral

1. Greets visitors to the office, refers them as necessary to appropriate personnel, and ensures great customer service to internal and external guests.
2. Answers all incoming calls to the office and directs calls to appropriate personnel or document appropriate messages.
3. Provides appropriate information to general inquiries always remaining polite and professional.
4. Communicate effectively with guests, visitors, and staff.

Knowledge, Skills, and Abilities

(Any item with an asterisk will be taught on the job)

1. Skills to comprehend federal, state, and local guidelines, as well as read charts, maps, and graphs. Knowledge of English grammar, composition and spelling within acceptable standards of quality and accuracy.
2. Knowledge of general office practices and procedures.
3. Skills to communicate effectively with Commissioners, EMA Director, Deputy EMA Director, office staff, co-workers, interns, volunteers, and the general public.
4. Skills to read, understand and compile printed reports and research assignments.
5. Knowledge of Emergency Management Agency activities.
6. Ability to establish and maintain effective working relationships with supervisors, co-workers and the general public.
7. Knowledge and ability to operate computers and general software.
8. Ability to work under stress of recurring deadlines.
9. Ability to lead by example.
10. Ability to work professionally in an innovative, dynamic work environment, adapting to change with a positive attitude.
11. Skills to work cooperatively and respectfully with others, maintaining enthusiasm for the job, and be willing to help others.

Other Characteristics

1. Willing to work non-standard hours to provide twenty-four (24) hour emergency coverage during EOC activations.
2. Serve in the Call Duty Officer rotation to include nights and weekends.
3. Attend educational and professional development courses for advanced training.
4. Willing to travel to state and regional conferences and meetings.

Minimum Requirements

1. High school diploma or equivalent.
2. Must have a valid driver’s license and be insurable by the County’s insurance guidelines.
3. Hazardous Materials Awareness & Operations Certified within 12 months of employment
4. It is expected that the incumbent will obtain a Basic Level Certification from the Alabama Association of Emergency Management within 12 months of employment.

POSITION DESCRIPTION

Title: Facilities Coordinator/Environmental Services

Department: Emergency Management Agency

Job Analysis: May 2012, September 2013, October 2016, September 2020

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

Relationships

Reports to: EMA Director, Deputy EMA Director

Subordinate Staff: None

Internal Contacts: Employees of the Emergency Management Agency, and co-workers, Sheriff's Department

External Contacts: Local Organizations and Industry, General Public

Status: Classified/Non-Exempt (304)

Job Summary

Oversee all activities pertaining to and inside the building to ensure health and safety standards are met and maintained. Responsible for reporting and tracking facility repairs and maintenance. Input and track maintenance work orders to address repairs or concerns. Maintains the physical space, ensuring safe, clean, and functional environment for the facility. General cleaning and housekeeping duties for county facilities as may be assigned. Job domains include environmental services provided for assigned areas, furniture, desktops, counters, cabinets, windows, floors, restroom facilities and various others as may be assigned. Reporting supply needs and coordinating procurement with the Logistics Division Manager and/or supervisors, as necessary. Receiving and greeting visitors, directing the public when needed. Securing county facilities as required. Providing environmental services for the emergency operations center, call center, dispatch center, to include all departments housed in the building.

Job Domains

A. General Housekeeping and Daily Duties

1. Maintaining a functional, clean environment for the facility.
2. Empty and clean waste containers and if applicable outside ashtrays.

3. Dust and clean (with applicable cleaners) desktops, counters, cabinets and furniture as required. (daily or weekly as needed)
4. Clean all floors as applicable. (ex. vacuum carpeted floors, dust mop linoleum floors and wet mop linoleum floors.)
5. Open and secure designated buildings as required.
6. Perform related work as required.

B. Daily Maintenance

1. Replace tissues and hand towels as required.
2. Sweep, mop, and clean all restroom floors with appropriate cleaner.
3. Clean and wipe down all related restroom fixtures.
4. Clean and polish all related chrome.
5. Clean/polish mirrors.

C. During times of Activation/Emergencies

1. Evaluate and monitor current situation.
2. Determine if present plan of action will meet incident objectives.
3. Determine if the present plan is congruent with the incident strategic plan.
4. Identify problems and concerns.
5. Identify resources to be protected.
6. Advise Incident Commander and other appropriate incident management team personnel.
7. Identify kind, type, and number of resources required to achieve objectives. Consider incident type and complexity, kinds and types of resources, resource availability and utilization, and safety factors.
8. Order necessary equipment.
9. Discuss long-range and contingency plans and identify potential and future resources.
10. Determine the numbers of personnel assigned to teams and groups, designated and anticipated facilities, and their arrival times.
11. Coordinate with other agencies to coordinate with other agencies to avoid duplication of services and support.
12. Arrange for periodic safety inspections of facilities to ensure compliance with health and safety regulations and fire codes.
13. Adjust current operations to meet the tactics required for the next operational period considering:
    - Resource status
    - Situation status
    - Weather
    - Communications capability
    - Environmental impact
    - Resources to be protected
    - Cost constraints

Knowledge, Skills, and Abilities

1. Skills to communicate with Departmental supervisors, co-workers, and general public as required.
2. Skills to understand simple instructions, directions, and procedures.
3. Skills to complete basic forms.
4. Skills to do basic daily maintenance on vacuum cleaners (clean hoses and related equipment to insure it is operating properly)

Other Characteristics

1. Willingness to work nights and weekends.
2. Ability to maintain a positive attitude, work in a dynamic environment and maintain composure.

POSITION DESCRIPTION

Title:	Planning and Grants Division Manager
Department:	Emergency Management Agency
Job Analysis:	03/2010, 07/2012, 09/2014, 06/2015, 10/2016, 11/2018, 09/2020

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

Relationships

Reports To:	EMA Director, Deputy EMA Director
Subordinate Staff:	None
Internal Contacts:	EMA Staff, other County employees
External Contacts:	Emergency Managers from municipalities, local, state, and federal governmental agencies, and non-governmental organizations agencies, local vendors, local industry, and the General Public
Status:	Classified/Exempt (S313)

Job Summary

The Planning and Grants Division Manager is responsible for coordinating, writing, revising, and implementing emergency operations plans related to the Baldwin County Emergency Management Agency. The incumbent leads, informs, and collaborates with constituents internally and externally for the purpose of developing plans and strategies to prepare, mitigate, and respond to hazards and incidents that pose a threat to our community. Maintaining quality relationships with first responders, staff, partners and stakeholders to ensure all hazards are encompassed in planning efforts to protect the safety and welfare of the citizens of Baldwin County. The Planning and Grants Division Manager is also responsible for soliciting, monitoring, directing, and/or managing grants as assigned by the Emergency Management Agency (EMA) Director. Serves in the on-call duty rotation.

Job Domains

A. Planning

1. Responsible for creating, developing and/or maintaining agency plans to include the Baldwin County Emergency Operations Plans, Strategic Plan, Communications Plan,

Shelter Plan, Mitigation Plans, Regional Distribution Site/Strategic National Stockpile, and other relevant plans for the organization.
2. Informs and provides presentations, correspondence and actions to ensure awareness, education and training on the respective plans to internal and external constituents.
3. Coordinates and collaborates with staff to determine appropriate training and exercises to test plans.
4. Assists county departments with Community Rating System (CRS) by providing documentation needed for certification review and National Flood Insurance Program (NFIP).

A. Grants and Budget Management

1. Prepares and submits grant applications to secure grants for the department.
2. Prepares all accounting and compliance reports as required for submission to the State Emergency Management Agency, Department of Homeland Security, or as necessary for grant reporting and compliance.
3. Actively pursues new grants for the department.
4. Coordinates appropriately with Logistics Division Manager and the purchasing department for procurement and execution of grant purchases.
5. Prepares and maintains appropriate grant documentation.
6. Coordinates grant activities with contract grant consultants when necessary.
7. Works with auditors and program compliance staff to ensure that all department grants are in full compliance.
8. Prepares monthly reimbursement reports to State Emergency Management Agency.
9. Prepares quarterly status reports for all grants.
10. Assists county first responder agencies by providing grant information and grant guidance.

B. Administrative

1. Answers telephone and provides information as requested.
2. Greets visitors and provides assistance and/or information.
3. Prepares agenda action items and supporting documentation for commission review and processing.
4. Schedules and organizes meetings to promote preparedness, mitigation, response, and recovery activities.
5. Participates in department meetings and serves as an agency representative to stakeholders and partnering agencies/organizations.

C. Operations Management

1. Serves as the Planning Section Chief during activation of the Emergency Operations Center coordinating and collaborating with appropriate staff internally and externally.
2. Disseminates appropriate messaging for threats and warnings utilizing agency communication and notification mechanisms.

3. Analyze and coordinate planning and emergency response activities to ensure adherence to agency emergency operations plans, standard operating guides and county policy.
4. Coordinate agency emergency preparedness plans with local, state and federal level counterparts.
5. Assess and evaluate the effectiveness of current plans and procedures and revise if necessary.
6. Ensure proper documentation for all emergency response and Emergency Operations Center activations is captured.
7. Facilitate meetings to advance, coordinate and support operational responses to incidents, events, and disasters.

Knowledge, Skills, and Abilities

1. Ability to maintain a positive attitude, work in a dynamic environment, and maintain respectful composure.
2. Ability to communicate effectively with staff, other organizations, and the general public.
3. Utilize excellent writing skills for clear and concise communications during emergencies, times of crisis, and in preparation of educational materials.
4. Skilled in the use of computers and software related to job (word processing, spreadsheets, presentations, databases, GIS).
5. Ability to prepare, review, and revise plans, grant applications, reports and correspondence as necessary.
6. Ability to analyze complex grant applications, problems and data, and use sound judgment in preparing a winning application.
7. Ability to handle high stress situations and effectively deal with difficult people and situations.
8. Ability to establish and maintain a positive and effective working relationship with citizens, employees, supervisors and the general public.
9. Ability to comprehend and articulate complex facts and relationships in detail, to summarize and write clearly, concisely and legibly.
10. Skills in reading and interpreting engineering/architectural drawings, topographic maps and aerial photographs.
11. Ability to deliver and administer training programs to inside and outside agencies.
12. Reviews after action reports to assimilate necessary revisions for plan improvements.

Other Characteristics

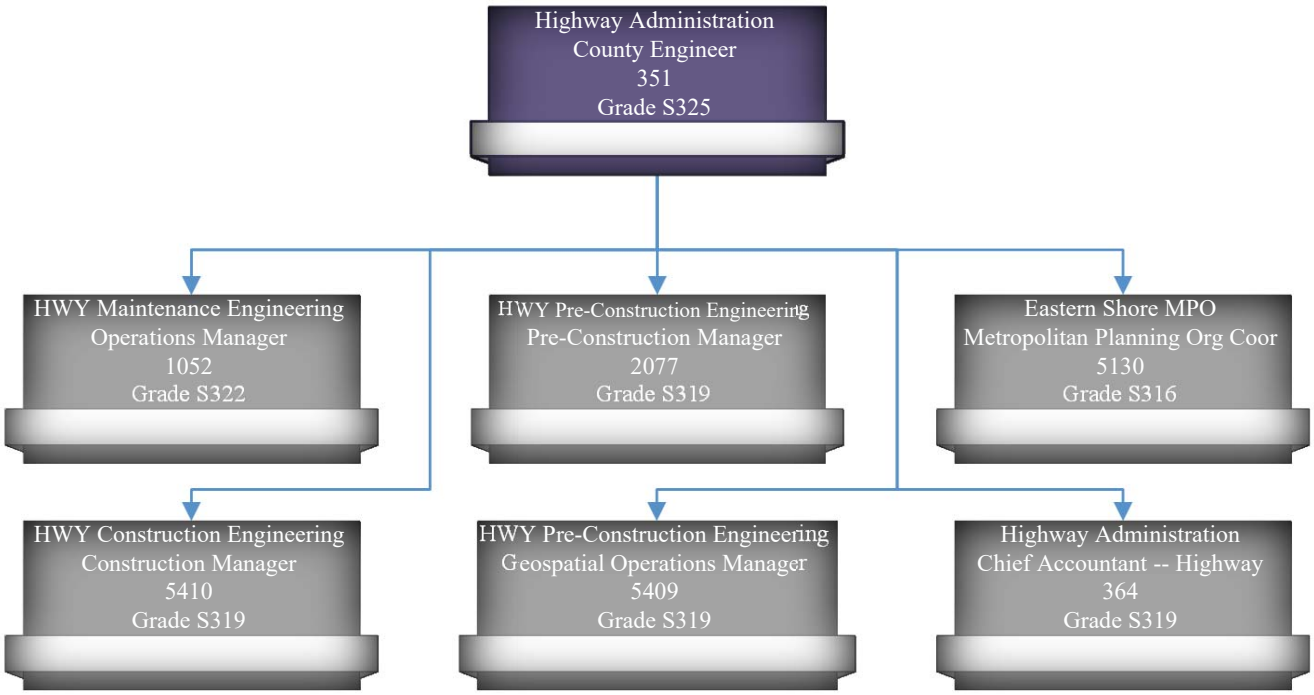
1. Willing to help others and provide mentorship to interns and subordinates.
2. Willing to travel to state, regional and national conferences.
3. Willing to work non-standard hours to provide 24-hour emergency coverage in emergency situations, or as deemed necessary by the Director.

Minimum Requirements

1. Graduate of an accredited college or university with a bachelor’s degree in Emergency Management, Finance, Planning or a related field of study: or a combination of relevant experience and education equivalent to these requirements.

2. Alabama Hazmat Awareness & Operations Certification, or equivalent, within one (1) year of employment.
3. Experience working with local, state and/or federal agencies – preferred.
4. It is expected that the incumbent will become certified as an emergency manager through the Alabama Association of Emergency Managers at the Basic level within six (6) months of employment and at the Intermediate level within two (2) years of employment.
5. Possess a valid driver's license.
6. Willing to travel to state, regional, and national training conferences.
7. Willing to work non-standard hours to provide 24-hour emergency coverage and participate in the agency Call Duty Officer rotation schedule.

Approved ~~10/01/2019~~



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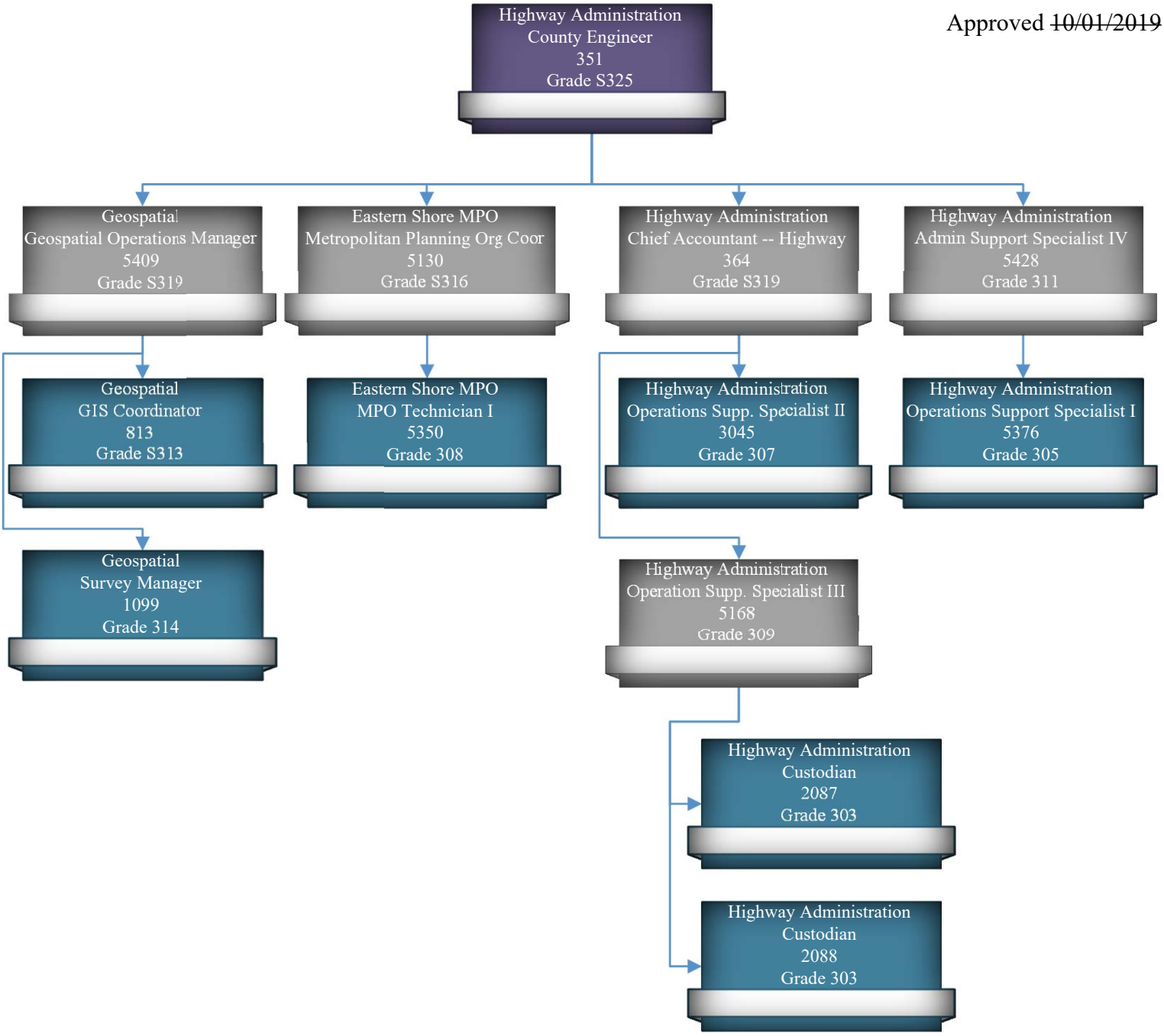

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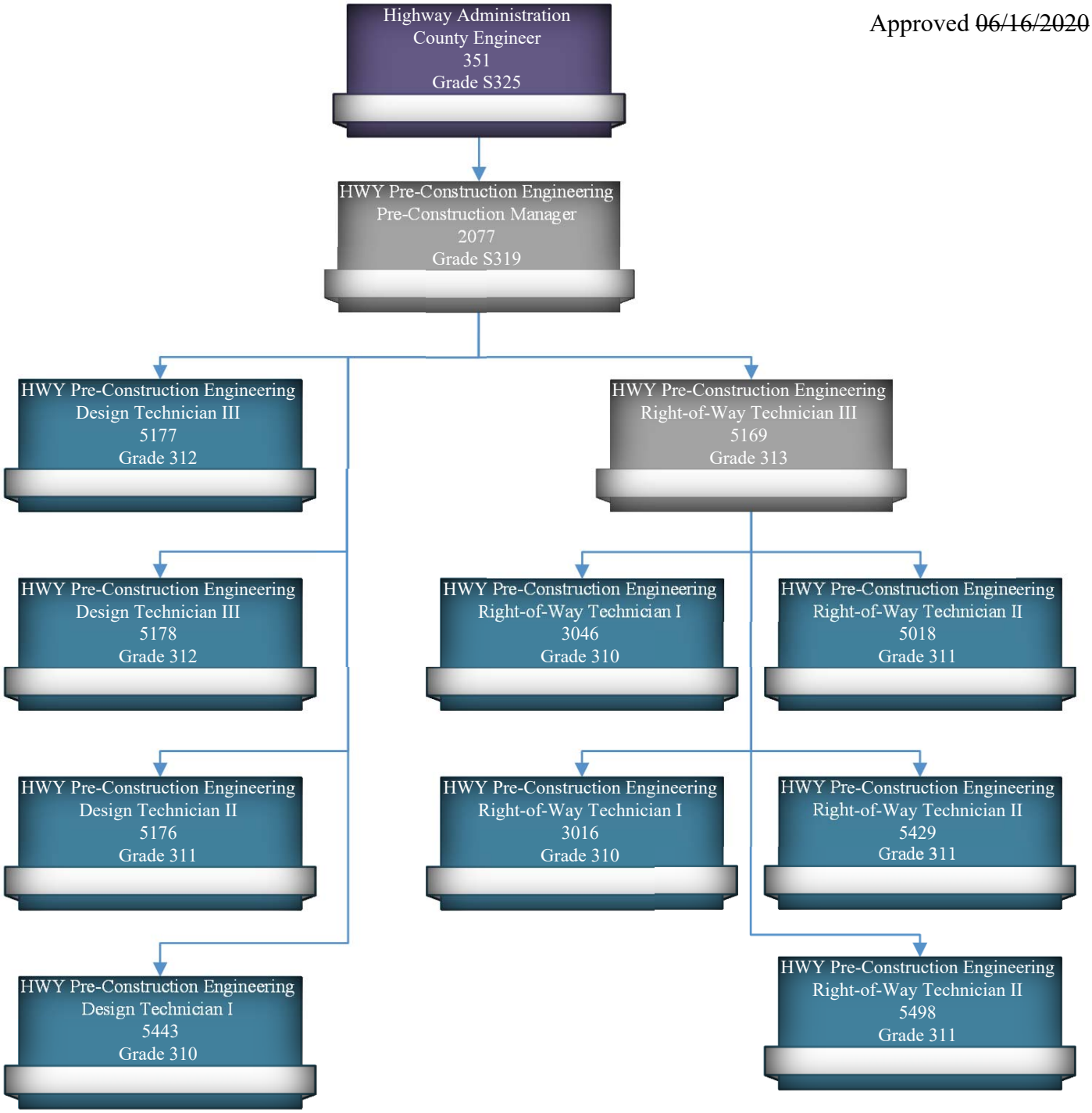

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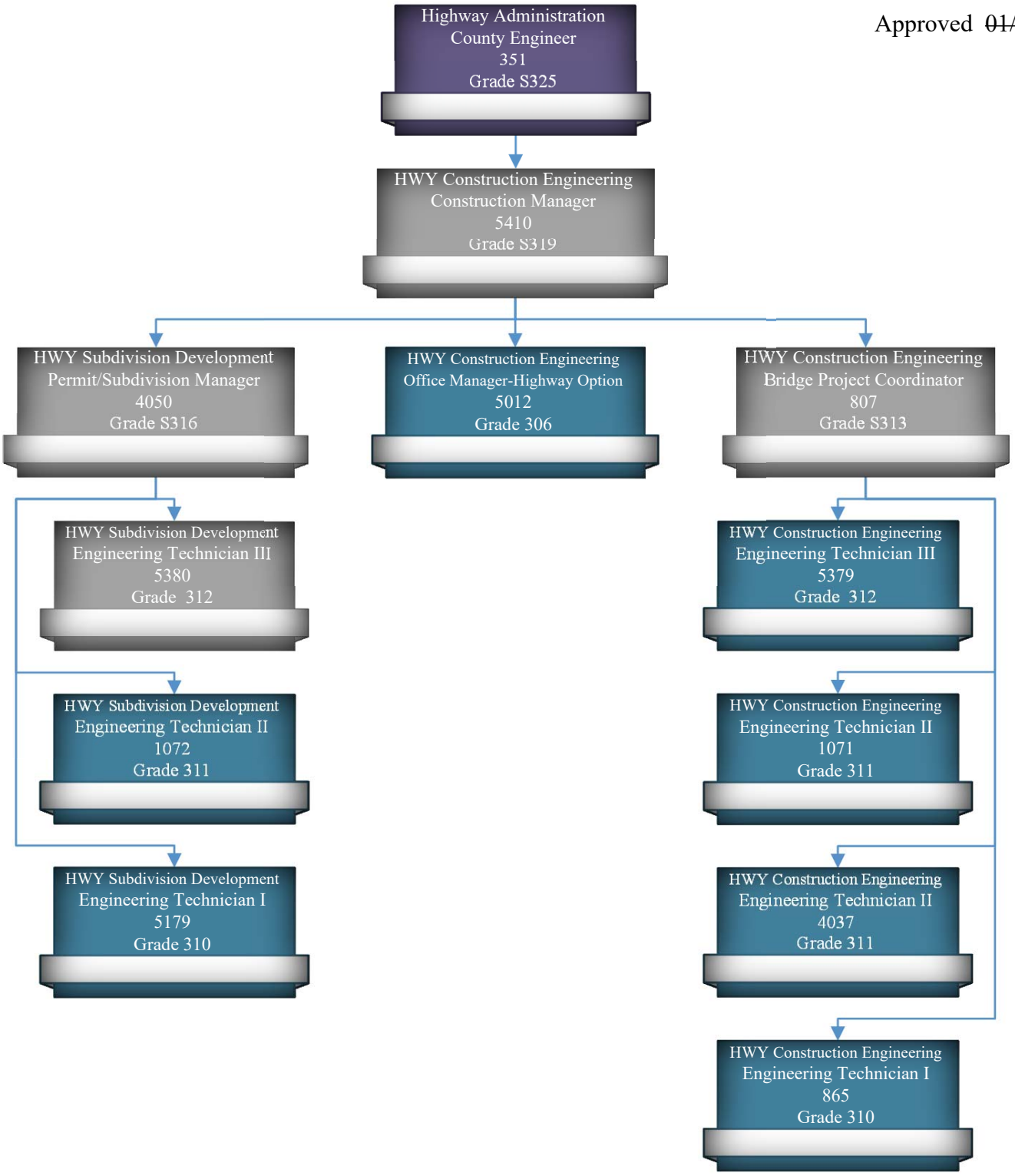

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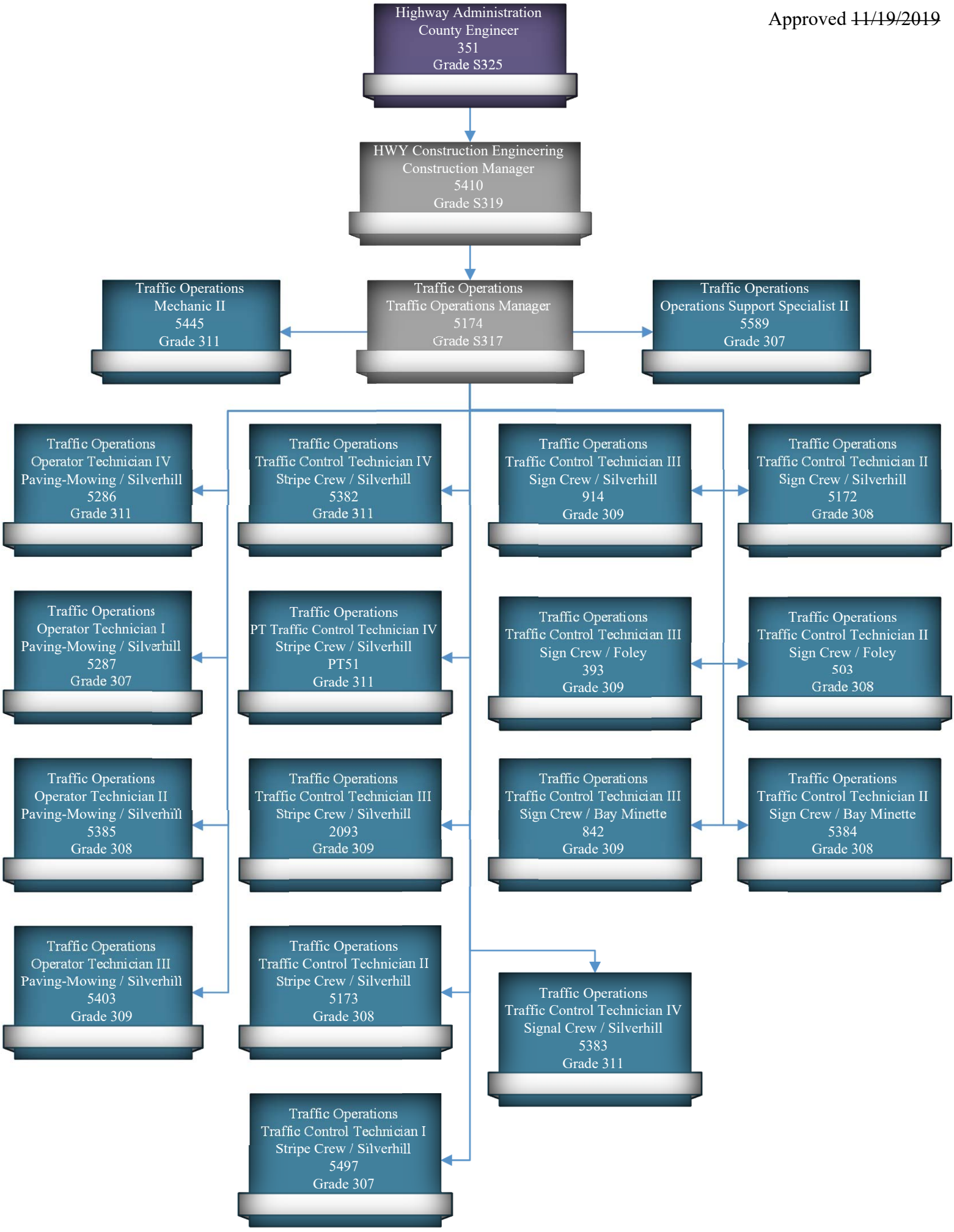

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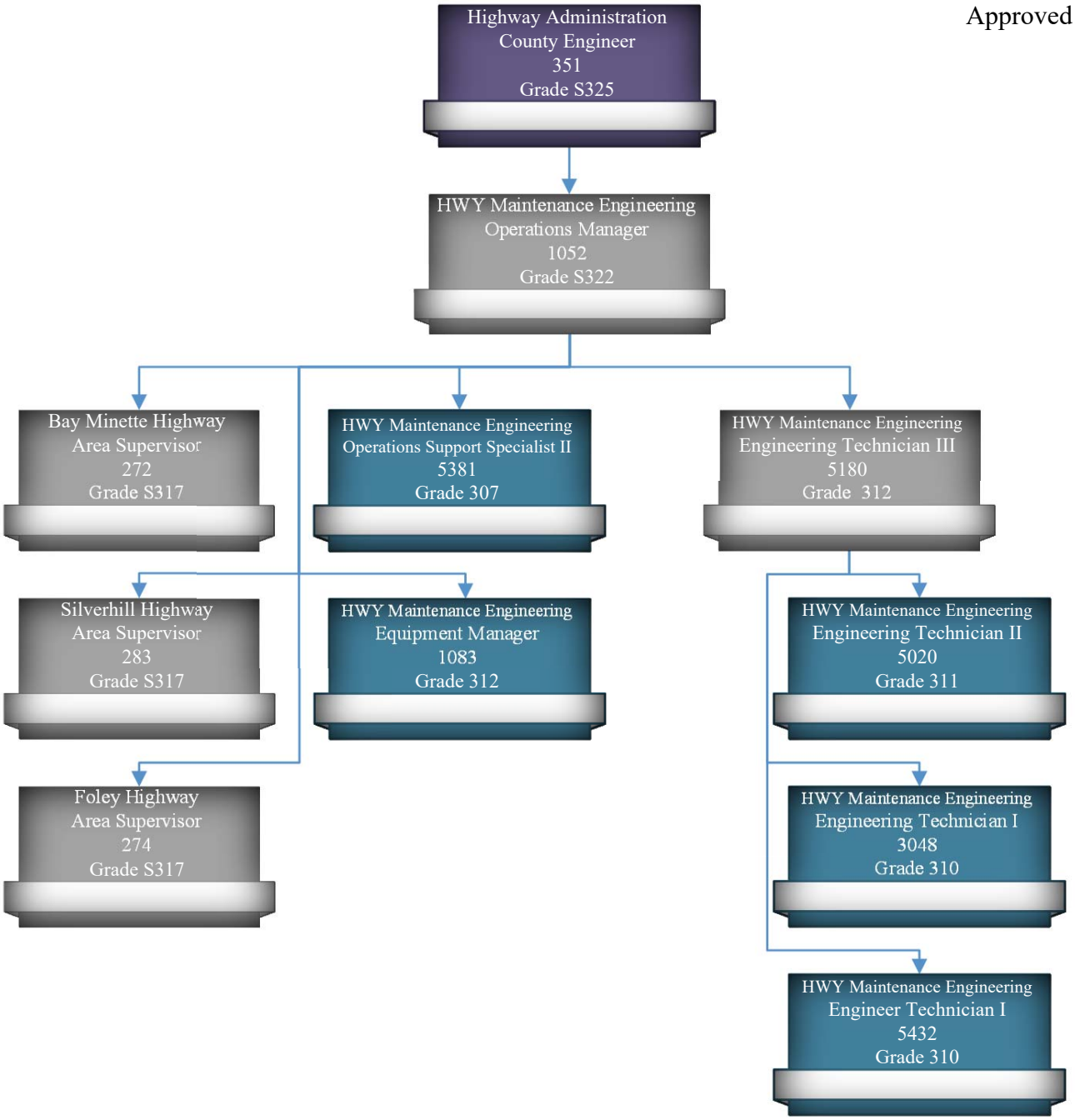

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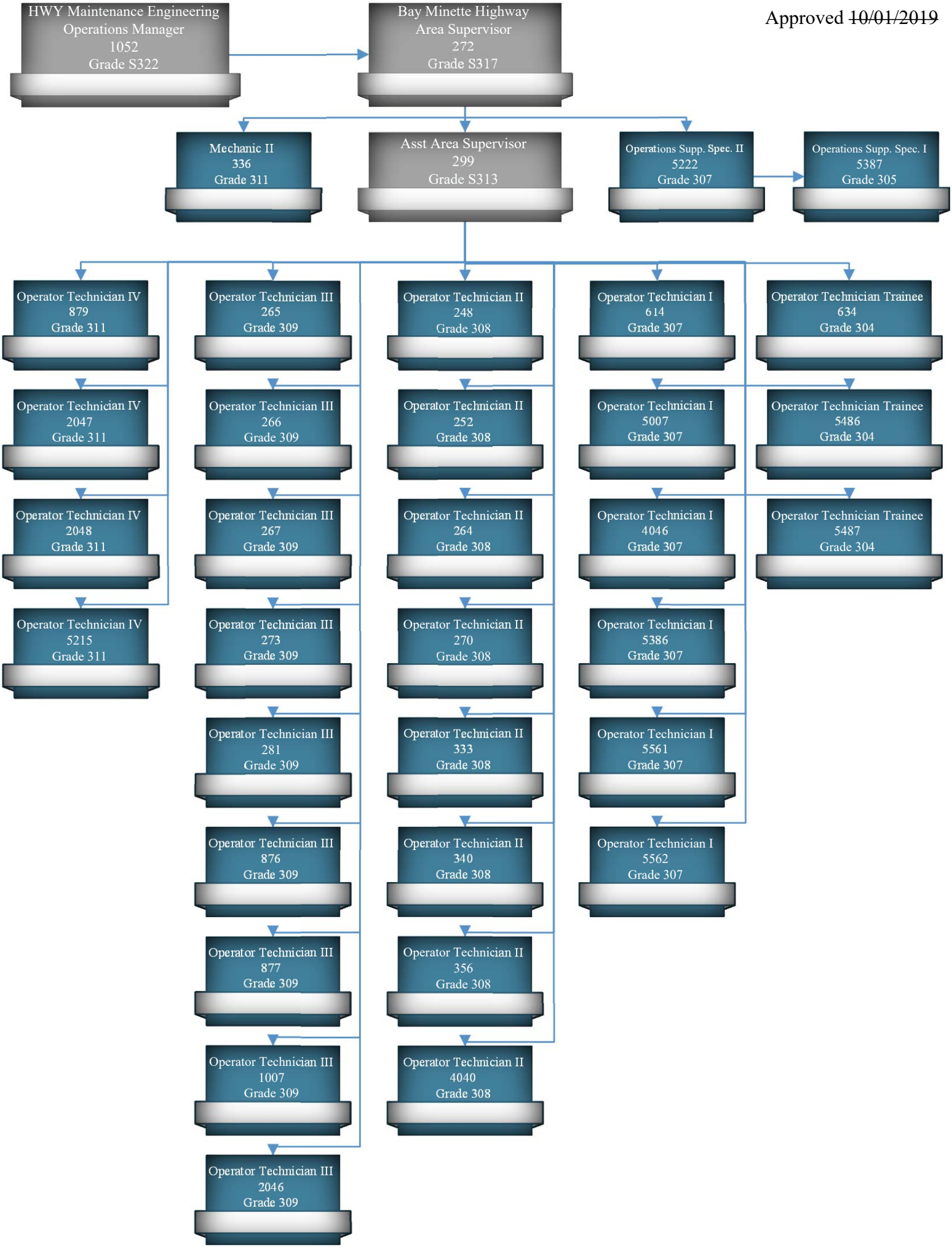

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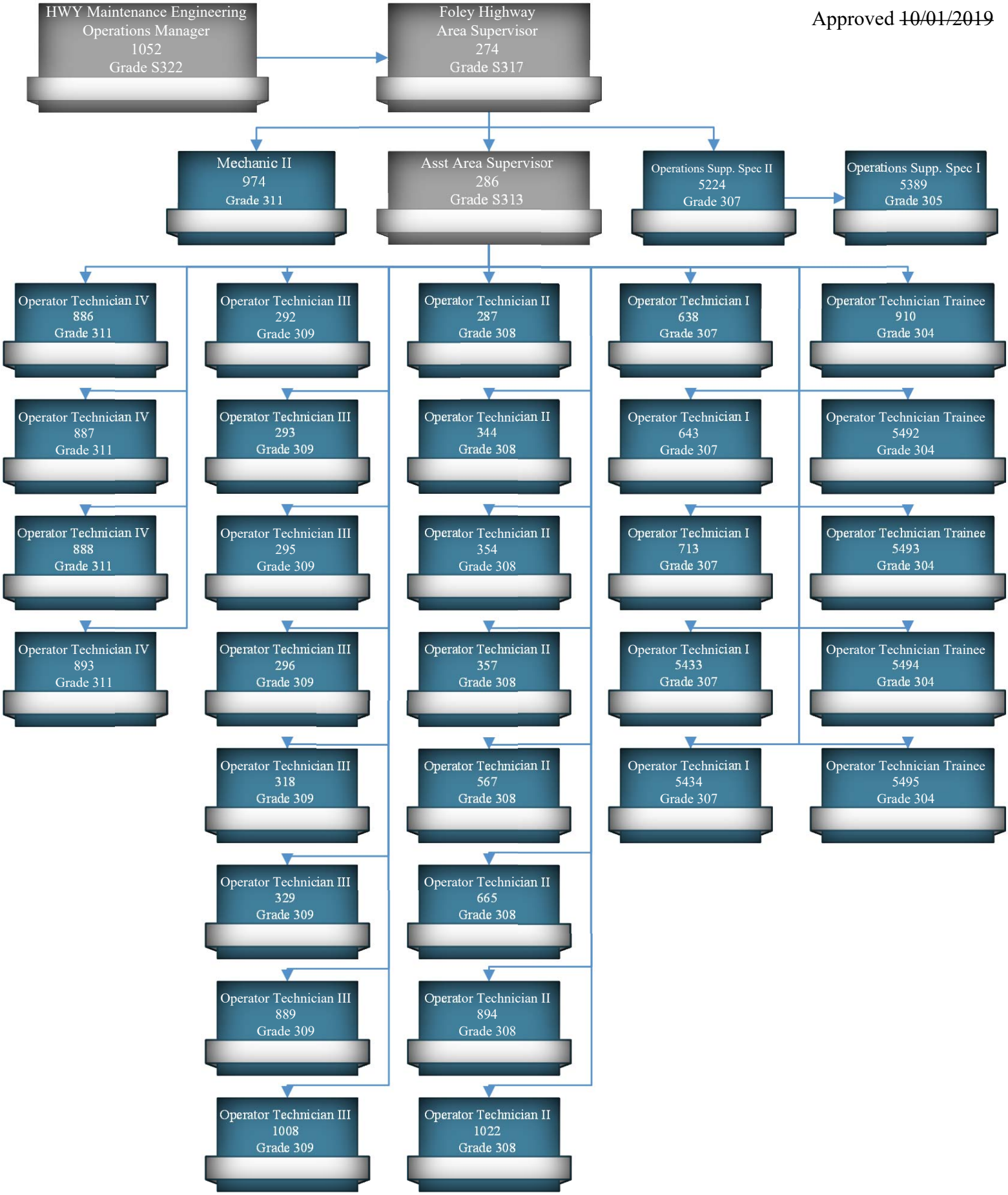

POSITION DESCRIPTION

Title: Operator Technician Trainee

Department: Highway Department

Job Analysis: September 2020

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

Relationships

Reports To: Assistant Area Supervisor, Area Supervisor, Maintenance Engineer, County Engineer

Subordinate Staff: None

Internal Contacts: Members of work group

External Contacts: General Public

Status: Classified/Non-Exempt (304)

Job Summary

Performs routine manual labor which does not require a high degree of skill. May also drive/operate trucks, light tractors or other equipment while in a training status. In most cases, works under immediate direction of an employee of higher grade or a foreman.

Job Domains

A. Manual Labor

1. Uses chain saw to cut trees from right-of-way.
2. Uses ax, bush ax, banjo blade to clear brush.
3. Loads and unloads trucks of soil, construction materials, and supplies.
4. Shovels asphalt, cinders, rocks, soil and other materials.
5. Installs and cleans drainpipes.
6. Patches potholes.
7. Picks up and piles brush, refuse and other materials.
8. Directs traffic at job sites.
9. Performs work around and under bridges.
10. Mows grass, prunes shrubs, rakes grass and removes trash from county property.
11. Performs related manual labor as required.
12. Installs traffic signs for public safety.

13. Required to wear uniforms as directed by County Engineer.

B. Equipment Operation and Maintenance

1. May perform maintenance operations with trucks and light tractors.
2. May drive or operate equipment or vehicles as directed by supervisor while in a training status.

Knowledge, Skills, and Abilities

1. Skills to communicate information to supervisor or co-workers.
2. Skills to follow verbal instructions.
3. Basic skills in the operation, maintenance and safe use of trucks and light tractors.
4. Knowledge of traffic regulations.
5. Knowledge of safety rules, including accident causes and prevention.
6. Skills to complete routine forms and records.
7. Knowledge of County policies, procedures and rules.

Physical Characteristics

1. See well enough to operate machinery safely.
2. Hear well enough to follow directions from Supervisors.
3. Use of hands and fingers to perform manual work.
4. Physical dexterity sufficient to operate lever, gears, shovels, etc.
5. Body mobility to bend, stoop, move about and perform manual labor in an outdoor environment.
6. Ability to stand and work outdoors all day at all times of year.
7. Must be able to lift up to 50 pounds.

Other Characteristics

1. Willing to work overtime and weekends in emergencies or when required.

Minimum Qualifications

1. Have a valid Alabama driver’s license and be insurable by the County’s insurance standards. (Commercial Driver’s License required for promotion.)

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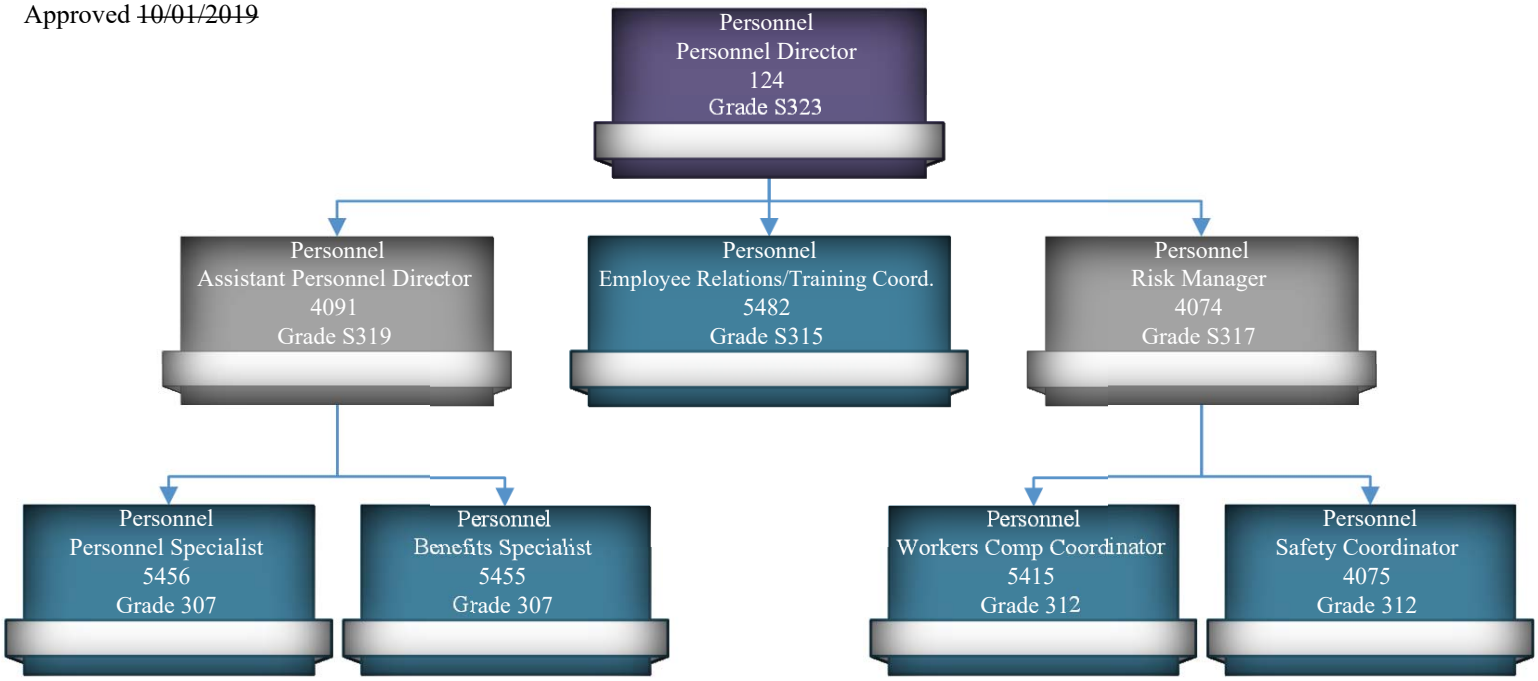

POSITION DESCRIPTION

Title: Personnel Specialist

Department: Personnel Department

Job Analysis: September 2020

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

Relationships

Reports To: Personnel Director, Assistant Personnel Director

Subordinate Staff: None

Internal Contacts: County Commission, County Employees, Elected Officials, etc.

External Contacts: General Public, Job Applicants

Status: Classified/Non-Exempt (307)

Job Summary

The Personnel Specialist is responsible for providing all administrative and clerical support for the Personnel Department, including, but not limited to: assisting with the administration of the day-to-day operations of the Personnel functions and duties, working closely with Personnel Staff with the responsibilities in some or all of the following functional areas: HRIS, employee relations, training and development, benefits, employment and risk management.

Job Domains

Personnel

1. Prepares job announcements as directed.
2. Enters all applications into open position requisitions.
3. Maintains employment application forms and applicant flow logs.
4. Assists with maintenance of current job descriptions.
5. Assists in the new hire process.
6. Enters employee data in HRIS computer system.
7. Answers routine inquiries on employment verifications and job openings.
8. Maintains employee personnel files in line with County policies and government regulations.
9. Prepare and enter in employee evaluation and compensation information into system.
10. Prepares miscellaneous research and reports as requested.
11. Answers incoming telephone calls and refers to proper Personnel staff.

12. Routes faxes, mail, and general correspondence to the appropriate staff.
13. Greets citizens and County staff in a friendly, professional manner.

Benefits

1. Assist in administering County sponsored benefit plans including enrollments and terminations.
2. Assist in managing annual open enrollment period each year. Assist with distribution of materials from carriers, assists with, communicating changes to employees and arranges for on-site representation by providers.
3. Assist in processing changes within deadlines.

Knowledge, Skills, and Abilities

1. Skills to communicate with employees, applicants and officials.
2. Skills to perform basic arithmetic functions.
3. Skills to complete various forms, records and general correspondence.
4. Knowledge of personnel functions.
5. Knowledge of state and federal laws that pertain to personnel activities.
6. Ability to work independently.
7. Knowledge of departmental policies and procedures and ability to apply them to work related problems.
8. Knowledge of general office procedures.
9. Ability to maintain the highly confidential nature of human resources work.
10. Skills and ability to maintain accurate and attention to detail.

Other Characteristics

1. Willing to travel for the purpose of professional development.
2. Willing to work non-standard hours as required.
3. Must be well-organized.

Minimum Qualifications

1. Possess a valid driver's license and be insurable by the County insurance standards.
2. High school diploma or equivalent.
3. 1-2 years of office experience, required.
4. Experience and basic understanding of human resource functions, preferred.

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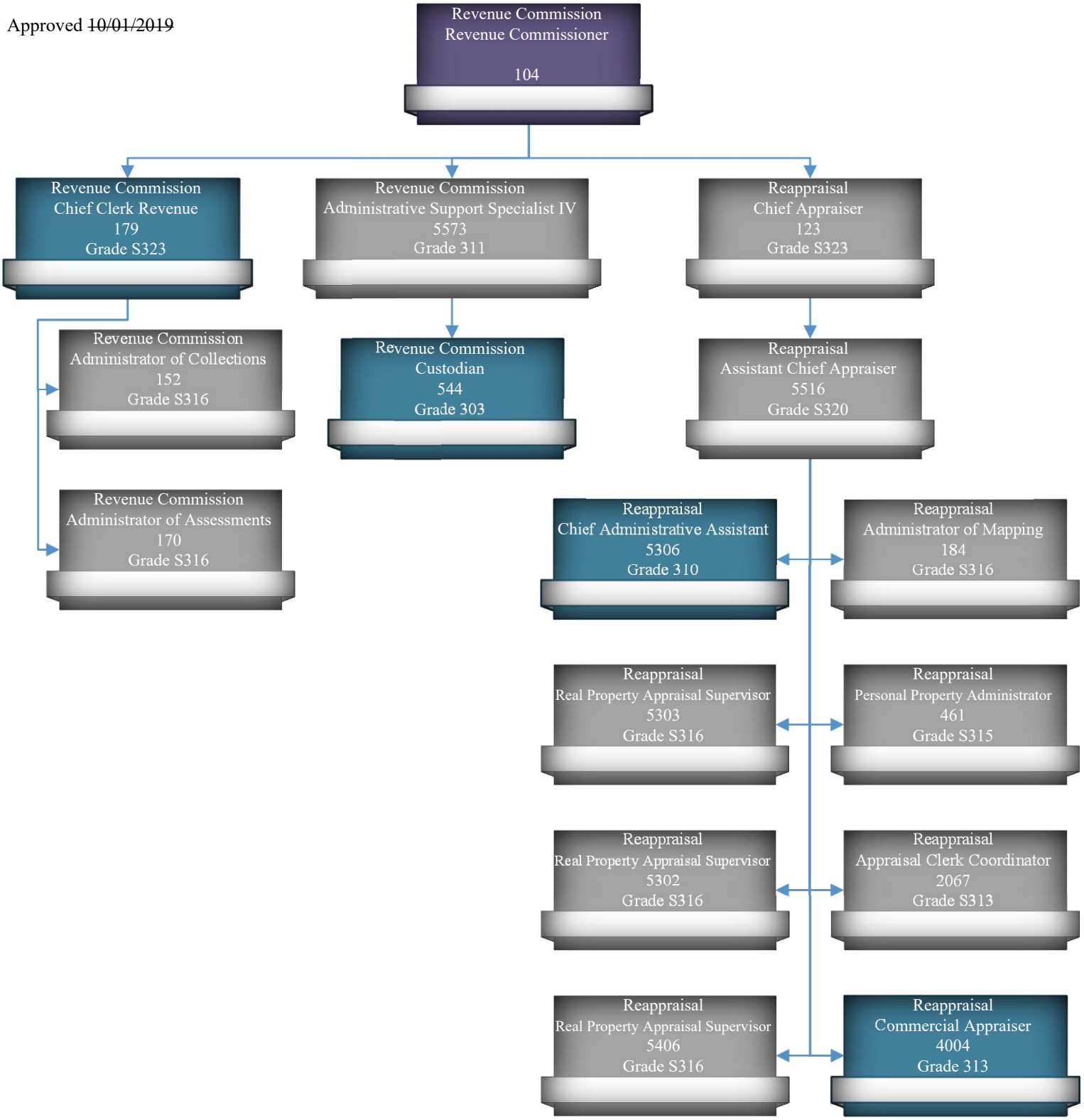

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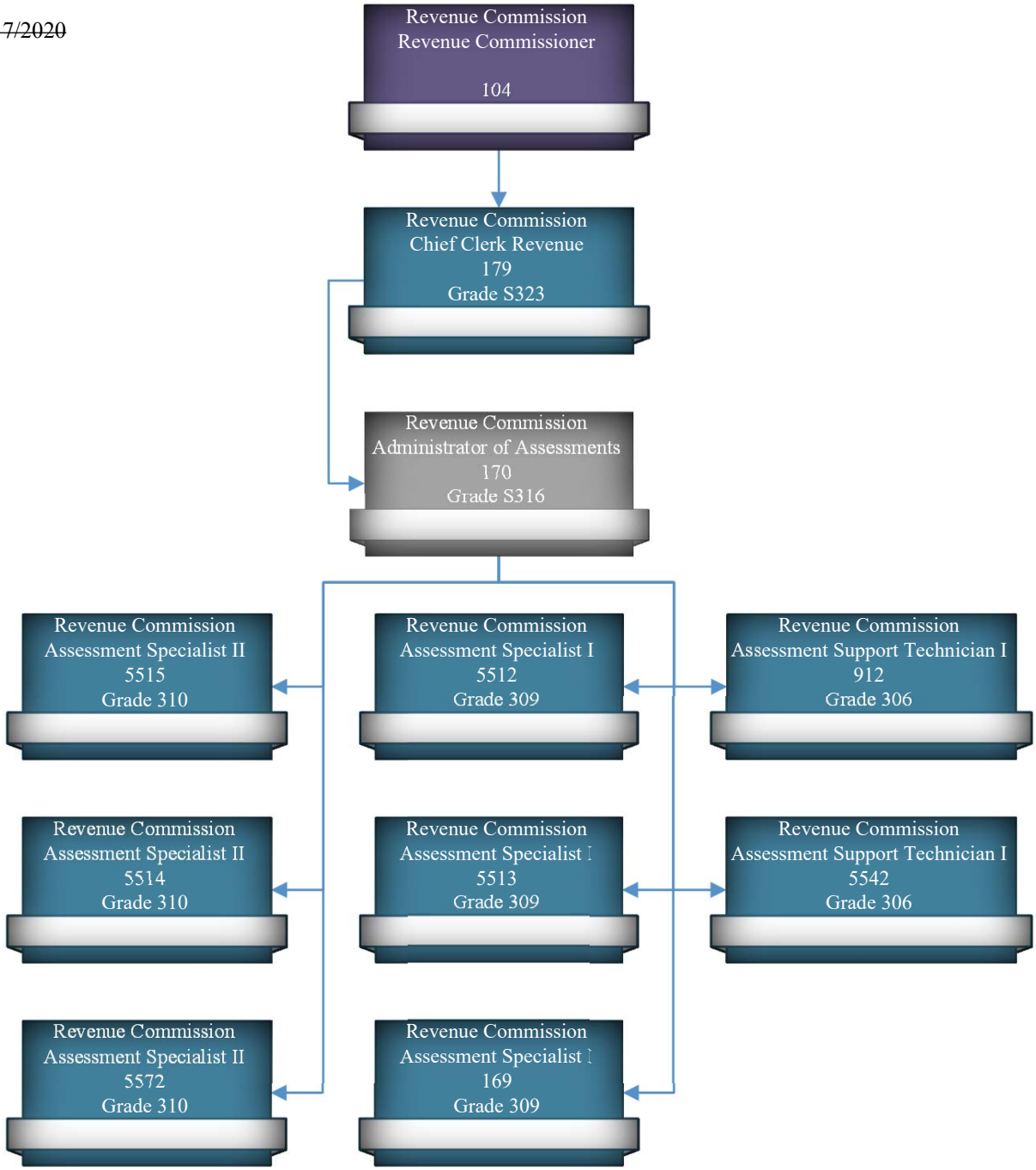

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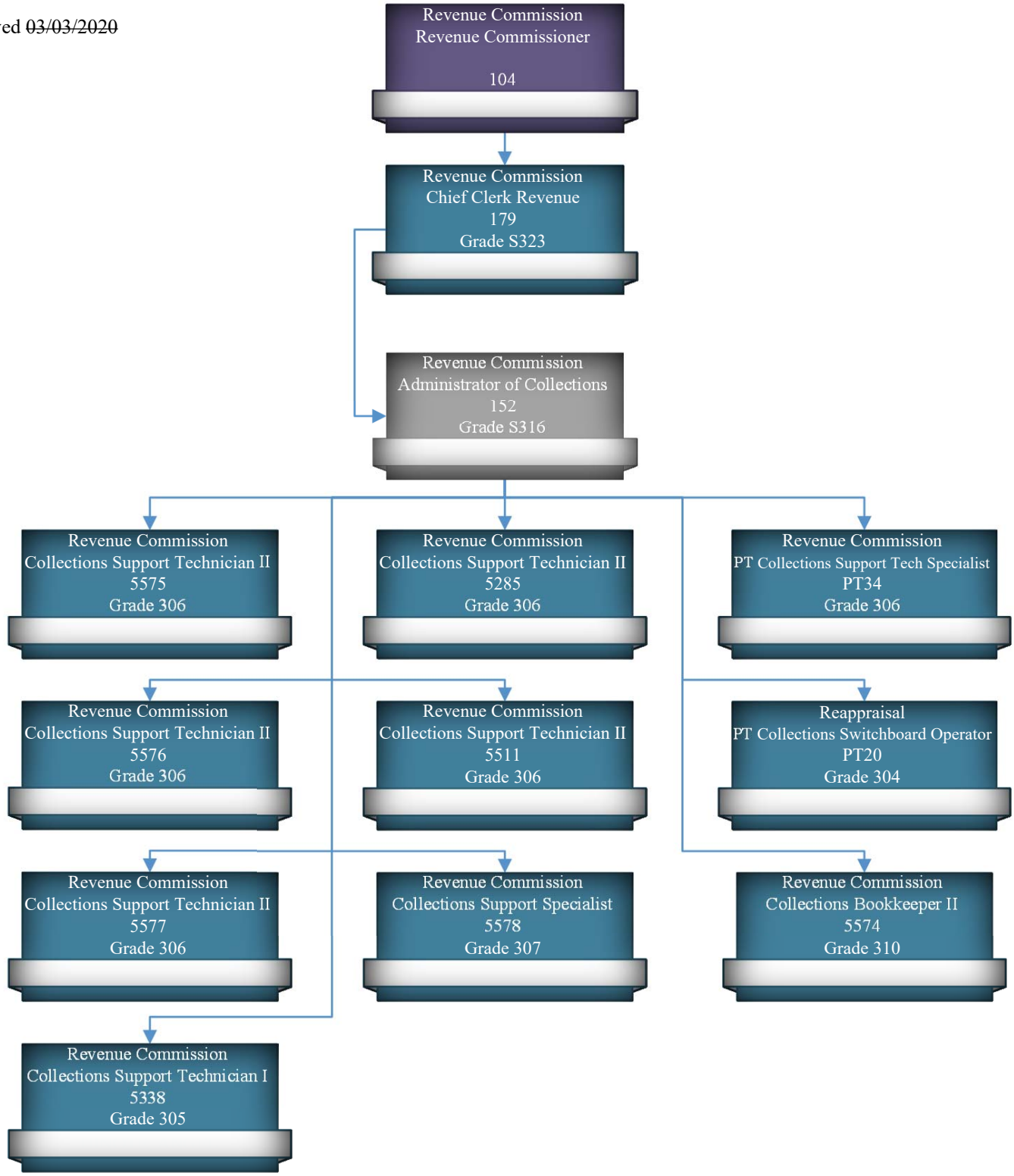

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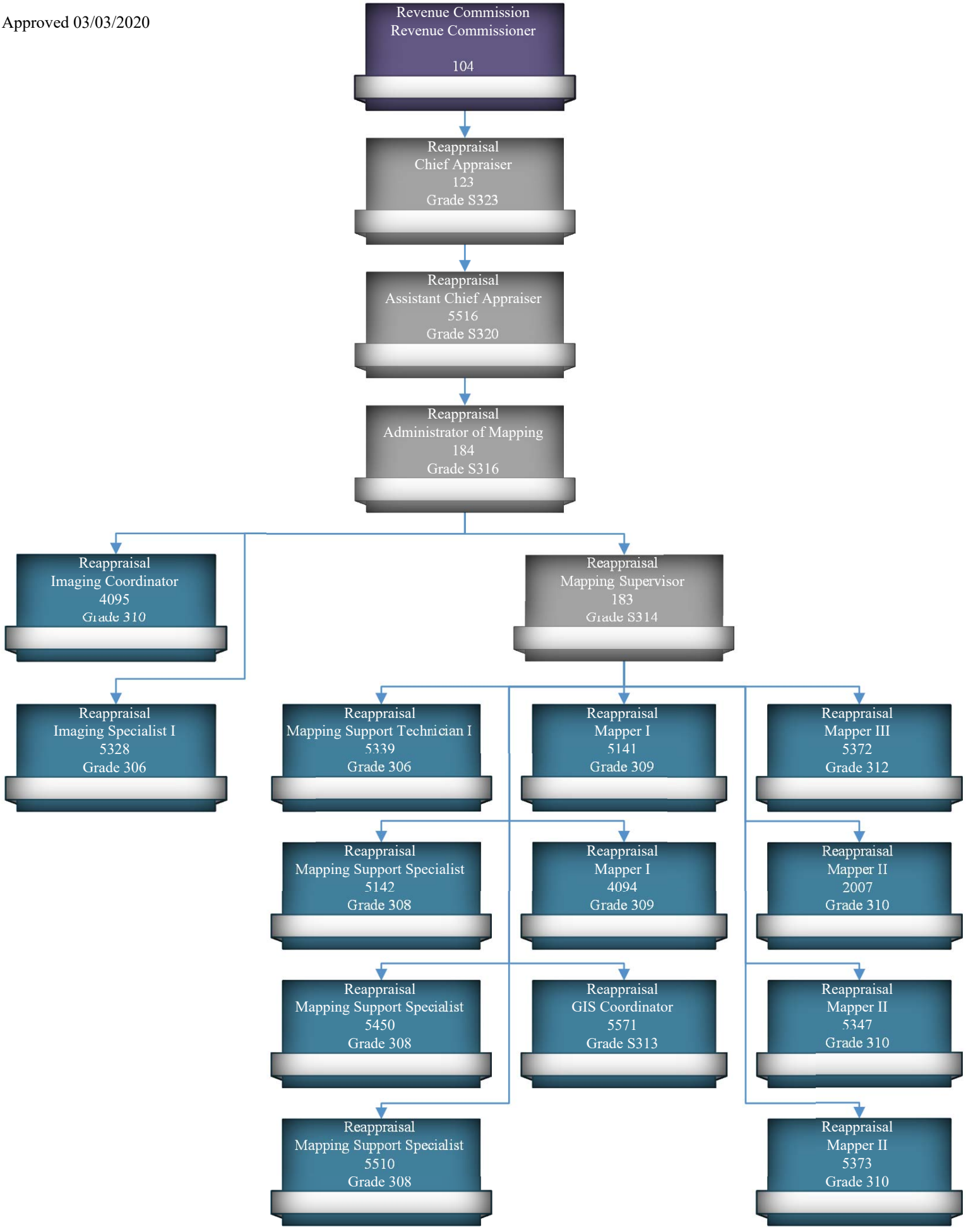

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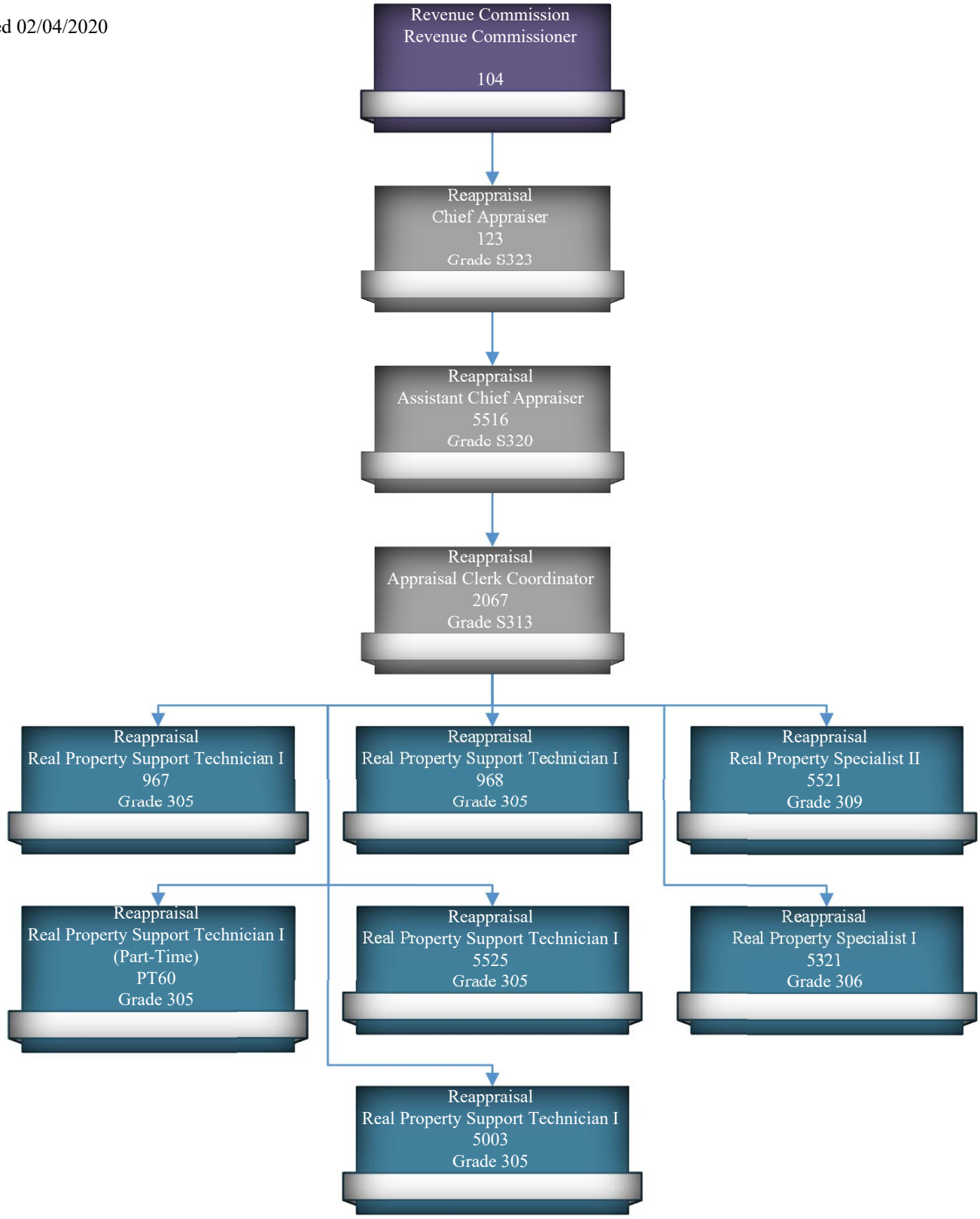

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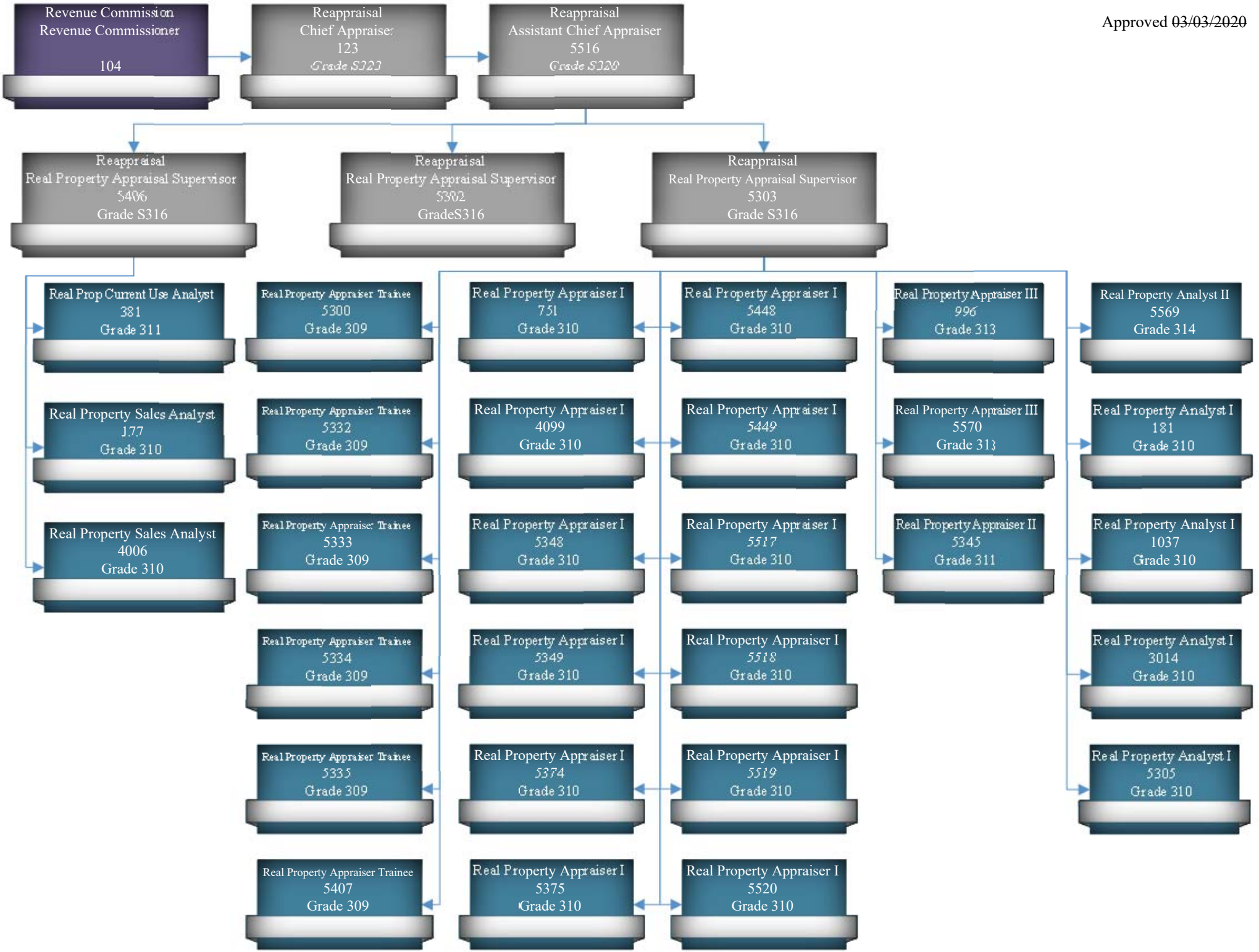

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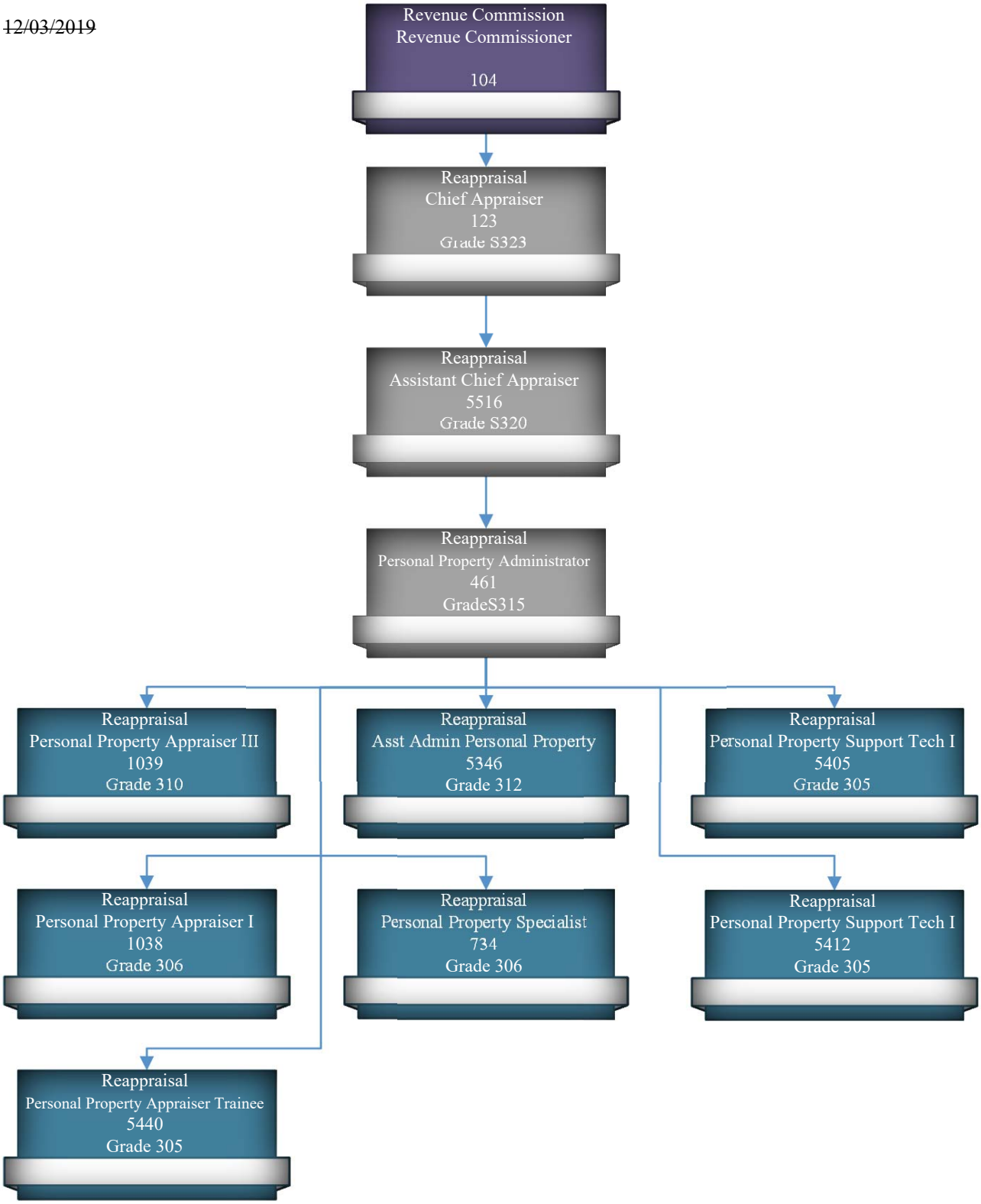

POSITION DESCRIPTION

Title: Administrative Support Specialist IV (Revenue)

Department: Revenue Commission

Job Analysis: September 2020

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

Relationships

Reports To: Revenue Commissioner

Subordinate Staff: Custodian

Internal Contacts: General Public, Attorneys, and Co-workers

Status: Classified/Non-Exempt (311)

Job Summary

Records all proceeding of formal or informal meetings of the Revenue Commissioner on request. Types correspondence generated by the various Revenue departments. Inventory and prepare requisitions for office supplies. Handles correspondence incoming and outgoing so as to stay "in tune" with current affairs. Stay informed to make minor decisions and represent the Revenue Commissioner. Responsible for filing, typing, scheduling and communications for the Revenue office.

Job Domains

A. Clerical

1. Take notation (document information) as needed.
2. Type letters, resolutions and various documents on a daily basis.
3. Maintain all scheduling, filing, and communication for Revenue Commissioner.
4. Type legal documents, orders and other memoranda as necessary.
5. Maintain office supply inventory and prepare requisitions for same.
6. Prepare and route various perpetual requisitions to accounts payable.
7. Coordinate training course registrations and travel reservations as needed.

B. Reception and Referral

1. Greet visitors to the office, refer them to whom they need to see, and make them comfortable if they must wait.

2. Answer all incoming calls to the Revenue Commissioner.
3. Provide whatever information is available to general inquiries.

C. Filing and Records Management

1. File all correspondence on a daily basis.
2. File all internal memoranda such as legal documents.
3. Retrieve materials from files upon request.
4. Maintain filing system in an organized manner.

Knowledge, Skills, and Abilities

(Any item with an asterisk will be taught on the job)

1. Knowledge of basic high school mathematics.
2. Knowledge of basic bookkeeping procedures.
3. A good working knowledge of English grammar, composition, and spelling within acceptable standards of quality and accuracy.
4. A good working knowledge of general office practices and procedures.
5. Skills to communicate effectively with office staff and general public.
6. Skills to read and understand printed reports.
7. *Knowledge of Revenue activities.
8. Knowledge of filing procedures.
9. Knowledge of office machinery operations.
10. Ability to establish and maintain effective working relationships with supervisors, co-workers and the general public.
11. Knowledge and ability to operate PC’s and general software.

Minimum Qualifications

1. Five (5) years’ experience in secretarial related work.
2. Willing to work overtime when necessary.
3. Be willing to attend educational courses for advanced training.
4. Ability to work under stress of recurring deadlines.

POSITION DESCRIPTION

Title: Collections Bookkeeper II

Department: Revenue Commission

Job Analysis: September 2020

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

Relationships

Reports to: Administrator of Collections

Subordinate Staff: None

Internal Contacts: Revenue Commission Office Staff

External Contacts: Commission, School Board, Local Financial Institutions and other Agencies

Status: Classified/Non-Exempt (310)

Job Summary

This position is responsible accounting work at a beginning professional level in the maintenance of fiscal records. Employees in this class are responsible for the detailed operation of the accounting processes. Work involves maintaining important control of accounts, preparing special financial reports and statements and performing independent auditing of fiscal transactions and records. Employees work with considerable freedom of action in the more technical aspects of the work but receive instructions and confer with an administrative superior on matters of policy and deviations from established procedures. Employees in this class must be able to transcribe notes, type reports, maintain files of all documents and perform all routine office procedures.

Job Domains

A. Bookkeeping

1. Keeps accounts including control and subsidiary ledgers covering varied financial transactions; classifies and indexes all entries.
2. Participates in the preparation of bi-monthly, monthly, and annual financial and disbursement reports; prepares special financial reports.

3. Maintains control records of receipts and disbursements, prepares operating and financial statements.
4. Assists in detailed and comprehensive audits of financial operations of County tax collection.
5. Maintains inventory control. Performs typing and filing of correspondence and records. Performs related work as required.
6. Makes bank deposits; reconciles bank statements to ledgers and cashbook.

Knowledge, Skills, and Abilities

1. Skills to communicate effectively with office staff and general public.
2. Math skills to perform accounting and bookkeeping operations.
3. Skills to prepare reports, complete forms, compose letters and accurately and neatly post journals and ledgers.
4. Skills to read and understand written instructions, manuals and correspondence.
5. Skills to understand verbal communications with co-workers and public.
6. Ability to operate office machines such as calculator, computer terminal and copy machine.
7. Thorough knowledge of basic bookkeeping and accounting principles and procedures.
8. Knowledge of general office procedures.
9. Thorough knowledge of departmental policies and procedures and ability to apply them to work problems (will be taught on the job).

Other Characteristics

1. Willing to work non-standard hours as necessary.

Minimum Qualifications

1. High School diploma and five (5) years of accounting or bookkeeping experience is desired.
2. Valid driver's license required.

POSITION DESCRIPTION

Title: GIS Coordinator

Department: Revenue Commission

Job Analysis: September 2020

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

Relationships

Reports to: Administrator of Mapping, Assistant Chief Appraiser, Chief Appraiser, and Revenue Commissioner

Subordinate staff: None

Internal contacts: All Members of Revenue Commissioner's Office

External contacts: Taxpayers, Taxpayer Representatives, Real Estate Agents, Real Estate Appraisers, Title Companies, Attorney's, Other County Departments, Alabama Department of Revenue

Status: Classified/Non-Exempt (S313)

Job Summary

Assist staff with various GIS duties including but not limited to making maps and creating new shapefiles and layers which contributes to the operation of the department. Update and maintain GIS data, troubleshoot issues, and establish procedures to eliminate redundant processes. Provide technical support to staff members. Customize applications to serve a wide variety of purposes.

Job Domains

1. Utilize ArcMap and other software to maintain the department's GIS data.
2. Assist staff in preparing GIS maps and creating shapefiles and layers for use in the field as well as for presentations to the Baldwin County Commission and the general public.
3. Must be highly motivated and organized.
4. Provide technical support and train staff in the operation of ArcMap.
5. Professional contact with outside engineering consulting firms, surveyors, and the general public.
6. Ensure that hardware and software operate efficiently and are updated as needed to meet the needs of the department.
7. Coordinate with other county departments on common GIS initiatives.

Knowledge, Skills, and Abilities

1. Must be proficient in ArcMap.
2. An understanding of legal description from deeds and how it relates to county mapping needs a plus.
3. Verbal skills to communicate effectively with office staff and general public.
4. Reading skills to read and understand written instructions, manuals and correspondence.
5. Listening skills to understand verbal communications with co-workers and public.
6. Ability to operate office machines such as calculator, computer terminal, plotter, and copy machine.

Other Characteristics

1. Be willing to travel throughout the county.
2. Be willing to work overtime and on weekends as required.
3. Be willing to travel in and out of the state of Alabama for appraisal schools.

Minimum Requirements

1. Minimum of B.S. degree and two (2) years of experience in ArcMap or a minimum of five (5) years of experience in ArcMap in lieu of Bachelor's degree.
2. Willing to work overtime and non-standard hours to meet deadlines as required.
3. Microsoft Office applications, and Power Point experience a plus.
4. Have a valid driver's license and be insurable by the County’s standards.

POSITION DESCRIPTION

Title: Real Property Analyst II

Department: Revenue Commission

Job Analysis: September 2020

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

Relationships

Reports to: Appraiser Supervisor, Assistant Chief Appraiser, Chief Appraiser, and Revenue Commissioner

Subordinate staff: None

Internal contacts: All Members of Revenue Commissioner's Office

External contacts: Taxpayers, Taxpayer Representatives, Real Estate Agents, Real Estate Appraisers, Title Companies, Attorney's, Other County Departments, Alabama Department of Revenue

Status: Classified/Non-Exempt (314)

Job Summary

In addition to performing the same duties as other appraisers in the department, will assist all appraisers in an ongoing basis to insure uniform values of like properties for equalization of ad valorem taxes. Take the lead in special assignments on property types and areas to ensure accuracy and equity of appraisals. Makes appraisals of all type properties; gives testimony in court when necessary in reference to validity of appraisals made by the department; complies data on new construction to be used for the index; study ratios and determine which areas and/or neighborhoods to be repriced; research sales; develop market trends; performs related duties as required.

Job Domains

A. Appraisal

1. Measure and list residential properties.
2. Measure and list commercial and miscellaneous improvements.
3. Assist supervisor with quality control.
4. Assist supervisor with training.

5. Input land and improvements data into computer for final value.
6. Conduct an index study for the Alabama Appraisal Manual and determine what index to apply.
7. Analyze and interpret financial statements and other records reflecting property value
8. Be able to use the three approaches to value.

B. Research

1. Gather sales data for a specific period.
2. Review data for usable sales.
3. Conduct ratios, market studies, and compile market data relating construction costs and land values.
4. Assist supervisor with solutions to problem areas.

C. Office management

1. Continue training on data entry.
2. Locate parcel numbers for building permits.
3. Copy new maps for appraisal.
4. Answer telephone.
5. Continue training on in-house computer software.

D. Establish Land Values

1. Verify land sales through local Realtors and property owners.
2. Analyze land sales.
3. Conduct on-site inspection of land and review to determine classification grade.
4. Compare known costs or sales price to final value.

E. Appraisal Review

1. Spot review appraisals done.
2. Assist in field review of appraisals in problem areas.
3. Formulate solutions for problem areas.
4. Gather building data to be used in the index study.
5. Write appraisal reports as needed

F. Board of Equalization

1. Attend board meetings as needed.
2. Hold informal hearings as part of Board of Equalization process.
3. Submit evidence to support values set, such as comparable sales data.
4. Explain method used.
5. Answer questions concerning appraisal.

G. Training Responsibilities

1. Leads in training the new and experienced staff appraisers on various aspects of the appraisal process.
2. Monitors and instructs Re-Appraisal staff concerning existing and newly implemented rules, regulation, policies and procedures.

Knowledge, Skills, and Abilities

1. Verbal skills to communicate effectively with the public, co-workers and supervisors.
2. Math skills to accurately calculate land and buildings values and perform basic mathematical operations.
3. Writing skills to record data and complete reports neatly and clearly.
4. Reading skills to understand deeds, maps, appraisal manuals and Alabama tax laws.
5. Thorough knowledge of the principles and methods of appraisal.
6. Thorough knowledge of the sources of information useful in the appraisal process.
7. Thorough knowledge of the factors affecting real property and improvements.
8. Good knowledge of the use of engineering maps, plans and profiles.
9. Good knowledge of the methods of estimating building construction costs for appraisal purposes.
10. Good working knowledge of computer data entry, along with competency of basic word processing and spreadsheet packages utilized by the Revenue Commission.
11. Ability to establish and maintain effective working relationships with co-workers, supervisor, general public and municipal officials.
12. Knowledge of the county geographical lay-out.
13. Ability to work independently and exercise good judgment in making decisions in accordance with applicable laws and policies.
14. Thorough knowledge of the ADOR Alabama Property Manual, along with ability to monitor and instruct other Re-Appraisal staff in the Baldwin County Revenue Office concerning both existing and newly implemented rules, regulations, policies and procedures that are not completely understood by staff.

Physical Characteristics

1. See well enough to read fine print, maps, and aerial photos.
2. Hear well enough to respond to verbal communication.
3. Speak well enough to testify in court and explain appraisal process to the Board of Equalization.
4. Body movement or mobility to be able to move about on all types of construction sites and different terrain.
5. Stamina to withstand adverse weather conditions such as heat and cold when reviewing parcels in the county.

Other Characteristics

1. Be willing to travel throughout the county.
2. Be willing to work overtime and on weekends as required.

3. Be willing to travel in and out of the state of Alabama for appraisal schools.

Minimum Requirements

1. Possess a valid driver’s license and be insurable through the County Commission.
2. Must have minimum of five (5) years of experience involving commercial and residential properties, or a bachelor's degree in accounting, finance, business administration or a closely related field.
3. Alabama Department of Revenue’s ACA Certification required.

POSITION DESCRIPTION

Title: Real Property Specialist II

Department: Revenue Commission

Job Analysis: September 2020

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

Relationships

Reports to: Appraisal Clerk Supervisor, Appraisal Clerk Coordinator, Assistant Administrator of Real Property Appraisal, Administrator of Real Property Appraisal, and Revenue Commissioner

Subordinate Staff: None

Internal contacts: Revenue Commissioner Office Staff

External contacts: General Public, Elected Officials

Status: Classified/Non-Exempt (309)

Job Summary

Work involves advanced clerical duties, sometimes complex due to the wide array of policies, guidelines and regulations. Work is performed by standard operating procedures but requires using independent judgment and initiative based on knowledge and adhering to the laws, rules, regulations, policies and procedures governing the department. Specialization of duties is based on responsiveness, precision, accuracy, analysis, initiative to follow through/follow up and knowledge gained through experience on the job. These employees may provide assistance or answer questions of less experienced coworkers. Employees are delegated a greater range of autonomy than Real Property Specialist I. They do not require close supervision. This position also involves staying informed on Re-Appraisal schedules and plans to meet annual requirements (BOE schedule, data entry deadlines, etc.) and consults with Assistant Chief Appraiser, Real Property Appraisal Supervisors and Appraisal Clerk Coordinator to make task specific decisions. This position also involves occasionally assisting with other tasks in the Re-Appraisal Department, including Personal Property, Mapping and Scanning, when necessary for the Department and directed by Supervisory Staff.

A. Essential Functions of Work

The employee, based on his or her knowledge of our office practice, policies and requirements:

1. Provide a range of clerical responsibilities and actions without repeated instruction and/or review.
2. Train and instruct subordinates in operating procedures and practices.
3. Assist and relieve the supervisor of a wide range of administrative details such as: updating coworkers on policy and procedure changes, responding to complaints and inquiries from the public, ordering supplies or services, overseeing the maintenance of record keeping and filing systems and assisting the appraisers.
4. Data input and retrieval, maintaining building permits and change forms, and preparing the informal hearings and BOE meetings.
5. Provide information to Revenue employees about scanned images.
6. Provide information and instructions for use of Paper Link for Revenue employees.

B. Supervision

1. Assists in orienting, training and reviewing the work of clerical staff.
2. Review work and instruct others as needed to ensure consistency of data entry methods.
3. Assist in formulating solutions to problem areas and developing new methods or procedures as needed.
4. Takes the lead on special assignments and training of staff on changes or newly implemented methods or procedures.
5. Assist in scheduling and organizing Appraisal (data entry, filing, etc.) and BOE processes.

Knowledge, Skills, and Abilities

1. Knowledge of modern office practices, procedures and equipment.
2. Knowledge of business English, spelling and math.
3. Ability to use mathematical principles to make accurate and rapid calculations.
4. Knowledge and ability to follow and apply departmental rules, regulations, procedures and functions.
5. Ability to accurately prepare, process, sort and file a variety of forms, reports, records and documents.
6. Ability to read, comprehend and follow simple oral and written instructions.
7. Ability to establish and maintain effective working relationships with other employees and the public.
8. Ability to direct the work of subordinate clerical personnel performing a variety of functions.
9. Ability to receive and resolve questions and complaints from the public.
10. Skills for operation of standard office equipment including a personal computer, AS400, printer, copy machine, fax machine, scanner and calculator.

Working Environment/Physical Demands

1. Office environment with everyday risks or discomforts. Work is mostly sitting with occasional walking, standing, bending & carrying a file drawer or box of papers or files.
2. Be willing to work overtime and on weekends as required.

Minimum Requirements

1. High school diploma or equivalent.
2. Must have Support Staff designation through the Alabama Property Tax Education and Certification Program and a minimum of three (3) years experience as a Real Property Specialist.

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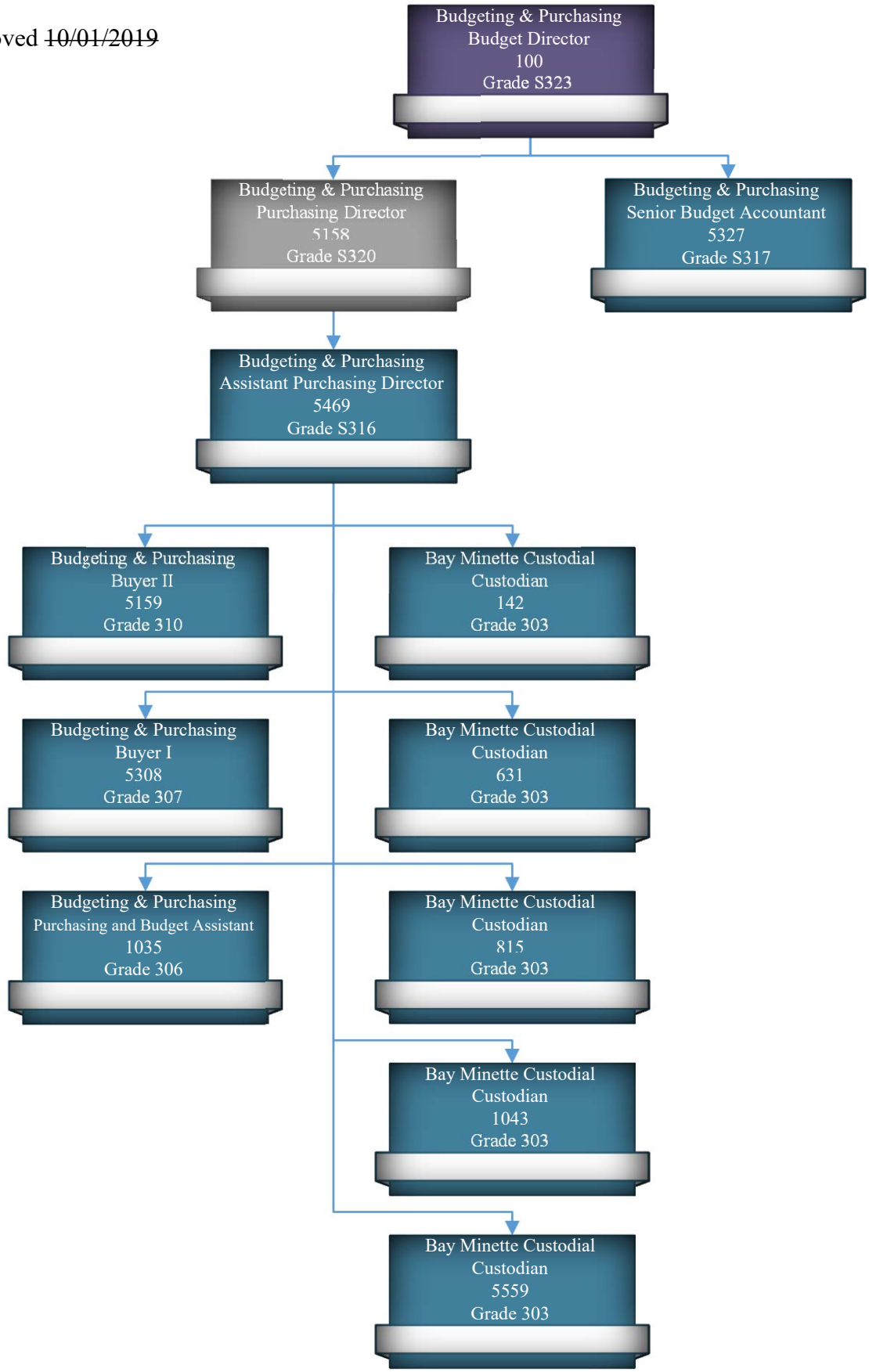

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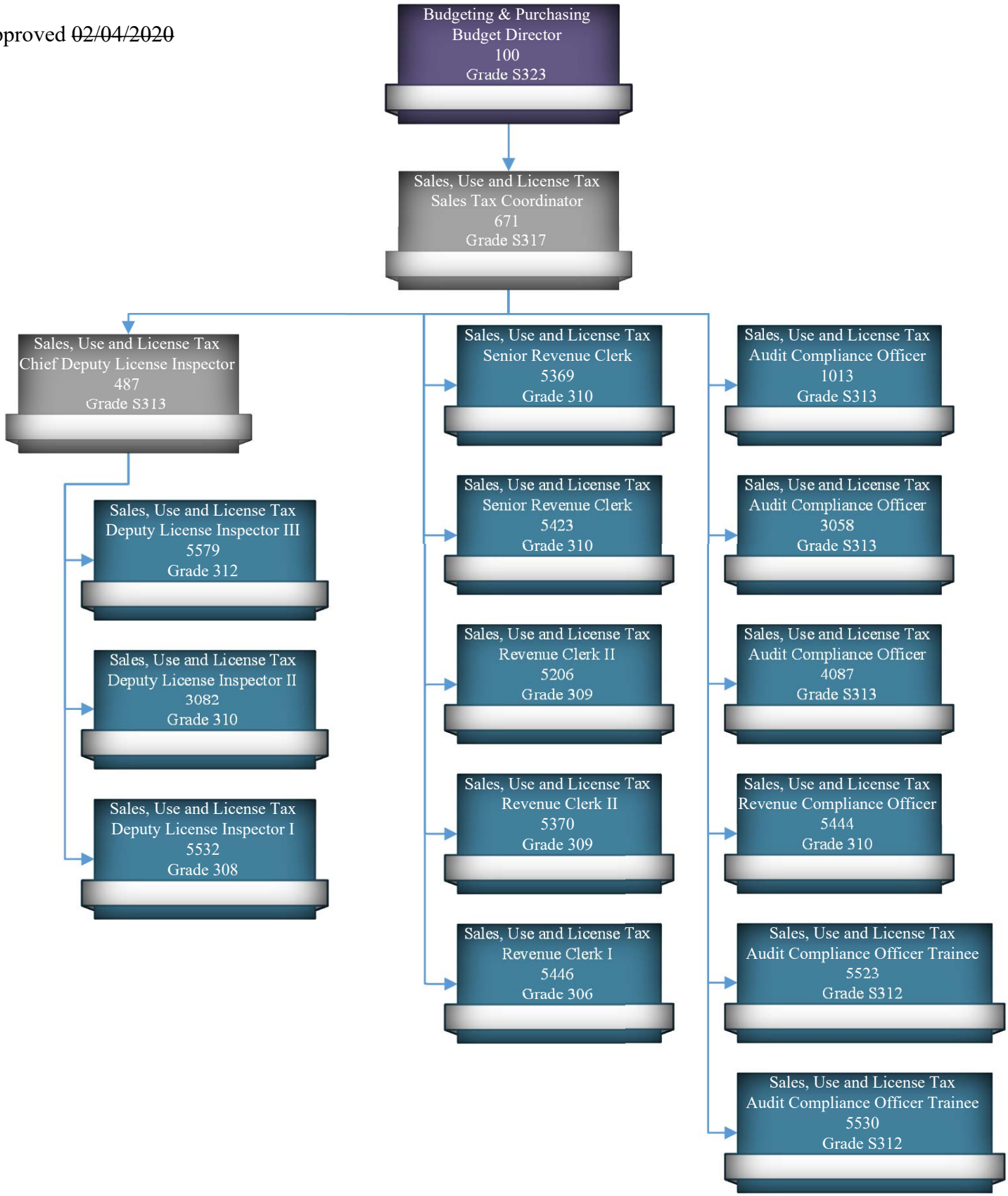


POSITION DESCRIPTON

Title: Chief Deputy License Inspector

Department: Sales, Use & License Tax Department

Job Analysis: September 2020

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

Relationships

Reports To: Sales, Use & License Tax Coordinator, Budget Director

Subordinate Staff: License Inspector I, License Inspector II, License Inspector III

External Contacts: Taxpayers; Other Government Agencies; General Public

Salary Grade: Classified/Exempt (S313)

Job Summary

Manages, supervises and evaluates License Inspectors I's, II's, and III's. Contacts all individuals, firms, or corporations in the County to ensure proper payment of business license fees, mobile home registration fees/sales tax, and enforces the county junkyard resolutions. Inspect for cigarette/tax stamp compliance, video, lease/rental tax compliance, sales and use tax compliance. Monitors proposed legislation as it pertains to business license and manufactured homes. Employee follows established procedures and guidelines in performance of duties but sets own agenda within established perimeters.

Job Domains

1. Responsible for ensuring County receives all license fees through local laws and agreements.
2. Contacts all individuals, firms or corporations doing business in the County to insure all have valid business licenses.
3. Checks business tax license against previous year's list of licensed businesses; notifies delinquent businesses to make proper license payments.
4. Canvasses the County looking for new businesses subject to licenses; gives notices of licenses due; follows up cases to ensure licenses are paid.
5. Make spot checks of business firms to determine whether they have licenses covering all taxable operations carried on, checks for payment of various taxes.
6. Initiates Complaint/Summons of delinquent taxpayers and appears in court as a witness in connection with the court process for restitution. Or, makes the decision of transmitting delinquent business license accounts through the State Department of Revenue for collection.

7. Checks street vendors and other transient vendors to determine if they have obtained licenses.
8. Responsible for inspection of businesses to inform and verify that proper cigarette stamps are being used in Baldwin County.
9. Checks compliance on sales, use, video, and rental/lease taxes.
10. Collection of business license fees, manufactured home registration fees, and sales taxes collected by the Sales, Use & License Tax Department.
    Supervises the performance of Deputy License Inspectors I's, II's and III's.
11. Works in close coordination with the Sales, Use & License Tax Coordinator.
12. Assists the Sales, Use, and License Tax Coordinator with the evaluations of the employees under their supervision.
13. Conducts seminars and speeches pertaining to business license and manufactured home, when available.
14. All other duties as assigned.

Knowledge, Skills, and Abilities

1. Communication skills to convey to the public clear and concise explanations of County ordinances and regulations in a courteous and tactful manner.
2. Math skills to compute correctly the maximum amount of fees due to the County that is and is not received through routine collection channels.
3. Basic knowledge of accounting principles.
4. Skills to clearly define to the public the County's codes and ordinances.
5. Skills to properly understand state and municipal codes and ordinances and the daily, routine correspondence from the public.
6. Driving skills to safely operate vehicle while driving.
7. Considerable knowledge of county codes and ordinances.
8. Considerable familiarity with County businesses.
9. Knowledge of Baldwin County geography and streets.
10. Ability to deal with irate citizens.
11. Knowledge of County rules, regulations, policies and procedures.
12. Ability to recognize potential sales tax audits and report findings accordingly.

Essential Physical Abilities

1. Sufficient clarity of speech and hearing or other communication capabilities, with or without reasonable accommodation, to permit the employee to communicate effectively.
2. Sufficient vision or other powers of observation, with or without reasonable accommodation, to permit the employee to read and scan a wide variety of materials electronic or hard copy form.
3. Sufficient manual dexterity, with or without reasonable accommodation, to permit the employee to operate a county vehicle, personal computer, telephone, copier, and other related office equipment.
4. Sufficient personal mobility and physical reflexes, with or without reasonable accommodation, to permit the employee to maneuver and function in and around ~~an~~ office and field environments.

Other Characteristics

1. Experience in working with the public.
2. Willing to travel out of County as needed.
3. Willing to attend meetings, conference workshops, and training sessions as related.

Minimum Qualifications

1. Possess a valid driver's license.
2. Possess a high school diploma or equivalent.
3. Associate Degree in business management or related field; and/or prior training and experience in lieu of college education.
4. Certified Revenue Officer through CROAA and/or Licensing Administration Certification through AATA, and
5. Five (5) years experience in government accounting and collections or any equivalent of work and training experience that provides the knowledge, skills, and abilities necessary to perform the job duties.

POSITION DESCRIPTON

Title: Deputy License Inspector I

Department: Sales, Use, & License Tax Department

Job Analysis: September 2020

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

Relationships

Reports To: Chief Deputy License Inspector and Sales, Use, & License Tax Coordinator

Subordinate Staff: None

External Contacts: General Public, Taxpayers, Other Government Agencies

Salary Grade: Classified/Non-Exempt (308)

Job Summary

This is the beginning level of examination work involving the examining of business licenses, mobile homes fees, junkyard, and sales, use, video and rental/lease tax accounts collected and enforced by Baldwin County. Duties involve the collection of taxes and fees due from taxpayers. Performs physical tasks and maintains the clerical tasks including technical accounting work required for the daily operation of the office. At any given time, any one of the License Inspector I staff may be required to perform other duties in someone's absence, cross-train, or take on added responsibilities as they gain knowledge and experience.

Job Domains

1. Provides staff support to Chief Deputy License Inspector and Deputy License Inspector II's, and III's.
2. Investigate complaints and/or reports rendered by various sources on problem accounts or businesses.
3. Inspect business licenses, mobile homes, and junkyards to ensure proper compliance, in office and in the field.
4. Perform review on records for sales, use, video, and rental/lease tax compliance.
5. Provide consultations with taxpayers to address any problems or concerns and provide an explanation of local laws, county resolutions, policies, and procedures.
6. Provide interpretation for enforcement of state regulations and license laws.

7. Provide documentation for Show Cause Hearings to ensure compliance and payment of license fees.
8. Perform investigations, inspections and consultations with taxpayers.
9. Compare reports to determine past due accounts against renewals and payments.
10. Perform collection process as established by the Sales, Use & License Tax Department.
11. Perform a personal telephone follow-up on overdue accounts.
12. Testify in court as required.
13. Perform related work as required.
14. Review building permits, ~~and~~ subcontractors list, and advertisements for business license compliance.

Knowledge, Skills, and Abilities

(Any item marked with an asterisk can be learned on the job.)

1. Ability to make computations and tabulations accurately, and in a timely manner.
2. *Ability to learn and explain the applicable tax laws, rules and regulations and to apply this knowledge to specific problems.
3. Skill in reading at a level to comprehend complex text such as County Resolutions, and ~~State and Federal~~ regulations dealing with mobile home and license tax collection, and to ensure compliance with laws and procedures to ensure the correct amount of tax is collected.
4. Skill in math to include the addition, subtraction, multiplication and division of whole numbers and decimals as needed to count money, balance cash receipts, calculate the license and / or mobile home fees due, with any applicable penalties and interest and to make change accurately when handling cash.
5. Knowledge of accounting principles and methods.
6. Skill in written communication to include clarity, sentence structure, spelling and grammar.
7. Knowledge of standard office machines and equipment.
8. Ability to respond to difficult or unusual questions that require the application and research of laws or procedures.
9. Ability to handle difficult and/or angry customers who request assistance from a supervisor.
10. Ability to keep information confidential due to content of documents handled.
11. Ability to establish and maintain an effective working relationship with coworkers, department heads, employees, and with the public.
12. *Geographical knowledge of Baldwin County.

Essential Physical Abilities

1. Sufficient clarity of speech and hearing or other communication capabilities, with or without reasonable accommodation, to permit the employee to communicate effectively.
2. Sufficient vision or other powers of observation, with or without reasonable accommodation, to permit the employee to read and scan a wide variety of materials electronic or hard copy form.
3. Sufficient manual dexterity, with or without reasonable accommodation, to permit the employee to operate a county vehicle, personal computer, telephone, copier, and other related office equipment.
4. Sufficient personal mobility and physical reflexes, with or without reasonable accommodation, to permit the employee to maneuver and function in and around an office environment.

5. Sufficient personal mobility to maneuver in the field, so as to walk long distances in mobile home parks and in and around junkyard environments.

Other Characteristics

1. Willing to work overtime, non-standard hours, weekends, and holidays as required in completing work assignments.
2. Willing to attend meetings, conferences workshops, and training sessions as related and assigned.
3. Willing to travel out of county as needed.
4. Willing to work in inclement weather and various outdoor field conditions, including wildlife, dogs, and remote properties.

Minimum Qualifications

1. Posses a valid driver's license.
2. High School diploma or equivalent.
3. One (1) year experience in accounting and collections.
4. Ability to attain certification from Licensing Administration Certification Program through AATA and/or Certified County Revenue Officer through CROAA

POSITION DESCRIPTION

Title: Deputy License Inspector II

Department: Sales, Use & License Tax Department

Job Analysis: September 2020

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

Relationships

Reports To: Chief Deputy License Inspector and Sales, Use, & License Tax Coordinator

Subordinate Staff: None

External Contacts: General Public, Taxpayers, Other Government Agencies

Salary Grade: Classified/Non-Exempt (310)

Job Summary

This employee provides guidance to License Inspector I's and works in close coordination with the Deputy License Inspector III and Chief Deputy License Inspector. This is technical accounting work and field work in the enforcement of business license, mobile home, and junkyard accounts as needed. Work involves providing assistance in the collection of any license fees, registration fees, penalties, interest and taxes collected by the Sales, Use & License Tax Department as assigned.

Job Domains

1. Provides staff support to the Deputy License Inspector III's on a daily basis.
2. Perform county revenue functions including, but not limited to, investigations, inspections, and consultations with businesses and taxpayers, in the field and in the office.
2. Investigate any complaints and/or reports rendered by various sources on ~~problem~~ delinquent business license accounts, mobile home registrations, and junkyard cases.
3. Perform review on records for compliance and timely reporting of business licenses and mobile home accounts.
4. Inspection of businesses to ensure compliance on license, sales, use, video, rental/lease taxes and for cigarette/tax stamp compliance.
5. Conducts classes and seminars on business license and mobile home codes, as assigned.
6. Collection of business license fees, mobile home registration fees, and taxes collected by the Sales, Use & License Tax Department.

7. Ability to address ~~any~~ problems or concerns; and to provide an explanation and/or interpretation for the enforcement of state and local laws; county resolutions; policies and procedures.
8. Conducts Show Cause Hearings for delinquent accounts in close coordination with Deputy License Inspector III, or Chief Deputy License Inspector.
9. Review reports to determine past due accounts.
10. Testify in court as required.
11. Review building permits, ~~and~~ sub-contractor lists, and advertisements for business license compliance.
12. Inspect mobile homes for compliance of registration compliance laws.
13. Search new corporation/organization lists for taxpayer compliance.

Knowledge, Skills, and Abilities

1. Orally communicate with Deputy License Inspector I's regarding rules, changes in procedure, and general information regarding the job duties.
2. Respond to difficult or unusual questions that require the application or research of laws or procedures.
3. Handle difficult and/or angry customers who request assistance from a supervisor.
4. Ability to guide License Inspector I's to include explaining steps, breaking down jobs into distinct elements, recognizing when others do not understand and adjusting explanation.
5. Ability to handle large sums of money (cash and checks) and make computations quickly and accurately.
6. Knowledge of general management principles.
7. Comprehensive knowledge of all applicable license laws, regulations, and procedures.
8. Ability to explain license regulations accurately and in a timely manner.
9. Knowledge of accounting principles and methods.
10. Skill in reading at a level to include comprehension of complex text such as County Resolutions and State regulations dealing with mobile home, license, sales, use, video rental/lease collection, and to ensure compliance with laws and procedures to ensure the correct amount of tax is collected.
11. Skill in match to include the addition, subtraction, multiplication and division of ~~who~~ numbers and decimals as needed to count money, balance cash receipts, calculate the license and/or mobile home fees due, with any applicable penalties and interest, and to make change accurately when handling cash.
12. Geographical knowledge of Baldwin County.

Essential Physical Abilities

1. Sufficient clarity of speech and hearing or other communication capabilities, with or without reasonable accommodation, to permit the employee to communicate effectively.
2. Sufficient vision or other powers of observation, with or without reasonable accommodation, to permit the employee to read and scan a wide variety of materials electronic or hard copy form.

3. Sufficient manual dexterity, with or without reasonable accommodation, to permit the employee to operate a county vehicle, personal computer, telephone, copier, and other related office equipment.
4. Sufficient personal mobility and physical reflexes, with or without reasonable accommodation, to permit the employee to maneuver and function in and around an office environment.
5. Sufficient personal mobility to maneuver in the field, so as to walk long distances in mobile home parks and in and around junk yard environments.

Other Characteristics

1. Willing to travel out of County as needed.
2. Willing to attend or conduct meetings, conference workshops, and training sessions as related.
3. Willing to work overtime, non-standard hours, weekends and holidays as required in completing work assignments.
4. Willing to work in inclement weather and various outdoor field conditions, which could include wildlife, dogs, and remote properties.

Minimum Qualifications

1. Possess a valid driver’s license.
2. Possess a high school diploma or equivalent.
3. Three (3) years experience in government accounting and collection.
4. Eligible for Licensing Administration Certification through AATA and/or Certified County Revenue Officer through CROAA.

POSITION DESCRIPTION

Title: Deputy License Inspector III

Department: Sales, Use, and License Tax Department

Job Analysis: September 2020

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

Relationships

Reports To: Chief Deputy License Inspector and Sales, Use, and License Tax Coordinator

Subordinate Staff: Deputy License Inspectors I and II

External Contacts: General Public, Taxpayers, Other Government Agencies

Salary Grade: Classified/Non-Exempt (312)

Job Summary

Under the supervision of the Chief Deputy License Inspector, the Deputy License Inspector III provides guidance and training to Deputy License Inspectors I and II and provides input on their evaluations and assists in the hiring of these positions. Provides field inspections for business licenses, manufactured homes and junk yards. Also, provides assistance in the discovery and collection of sales and use taxes. Conducts seminars, classes, and show cause hearings.

Job Domains

1. Provides staff support to the Chief Deputy License Inspector daily.
2. Monitor adherence to policies, procedures, and provides guidance/training to Deputy License Inspectors I and II.
3. Participates in the hiring selection and training of Deputy License Inspectors I and II.
4. Assists supervisor to address problems and concerns. Provides an explanation and/or interpretation for the enforcement of State and County business license laws, manufactured home laws, county junk yard resolution, sales taxes, and policies and procedures, as required.

5. Prepare and review reports and findings for further processing and to determine delinquency.

6. Perform field inspections of businesses for business license, sales tax, and cigarette stamp compliance.
7. Maintain records of collected funds and process collected payments for remittance to the Judge of Probate.
8. Monitors and inspects work in progress on junk yards and inspects finished work on junk yards and show cause hearings.
9. Provides guidance to Deputy License Inspectors I and II during field inspections of manufactured homes and junk yards.
10. Assists in mailout of delinquent business license citations.
11. Exercise independent judgement in carrying out assignments, planning, and completion of duties.

Knowledge, Skills, and Abilities

1. Ability to handle large sums of money (cash and checks) and make record of collections and remittances to the Judge of Probate.
2. Knowledge of accounting principles and methods.
3. Ability to communicate in writing and orally with co-workers, taxpayers, taxpayer agents, government officials, and attorneys.
4. Ability to research laws, rulings and court decisions.
5. Considerable knowledge of state codes and county resolutions pertaining to business licenses, manufactured home registrations, junk yards, and sales taxes.
6. Ability to recognize potential sales tax audits and report accordingly.
7. Ability to attend and/or conduct seminars and classes on business licenses and manufactured home codes.
8. Ability to train Deputy License Inspectors I and II.
9. Considerable knowledge of Baldwin County geography and streets.
10. Skills in math to compute citations and taxes correctly for the taxpayer.

Essential Physical Abilities

1. Sufficient clarity of speech and hearing or other communication capabilities, with or without reasonable accommodation, to permit the employee to communicate effectively.
2. Sufficient vision or other powers of observation, with or without reasonable accommodation, to permit the employee to read and scan a wide variety of materials electronic or hard copy form.
3. Sufficient manual dexterity, with or without reasonable accommodation, to permit the employee to operate a county vehicle, personal computer, telephone, copier, and other related office equipment.

4. Sufficient personal mobility and physical reflexes, with or without reasonable accommodation, to permit the employee to maneuver and function in and around an office environment, and field environments to include manufactured home parks and junk yard environments.

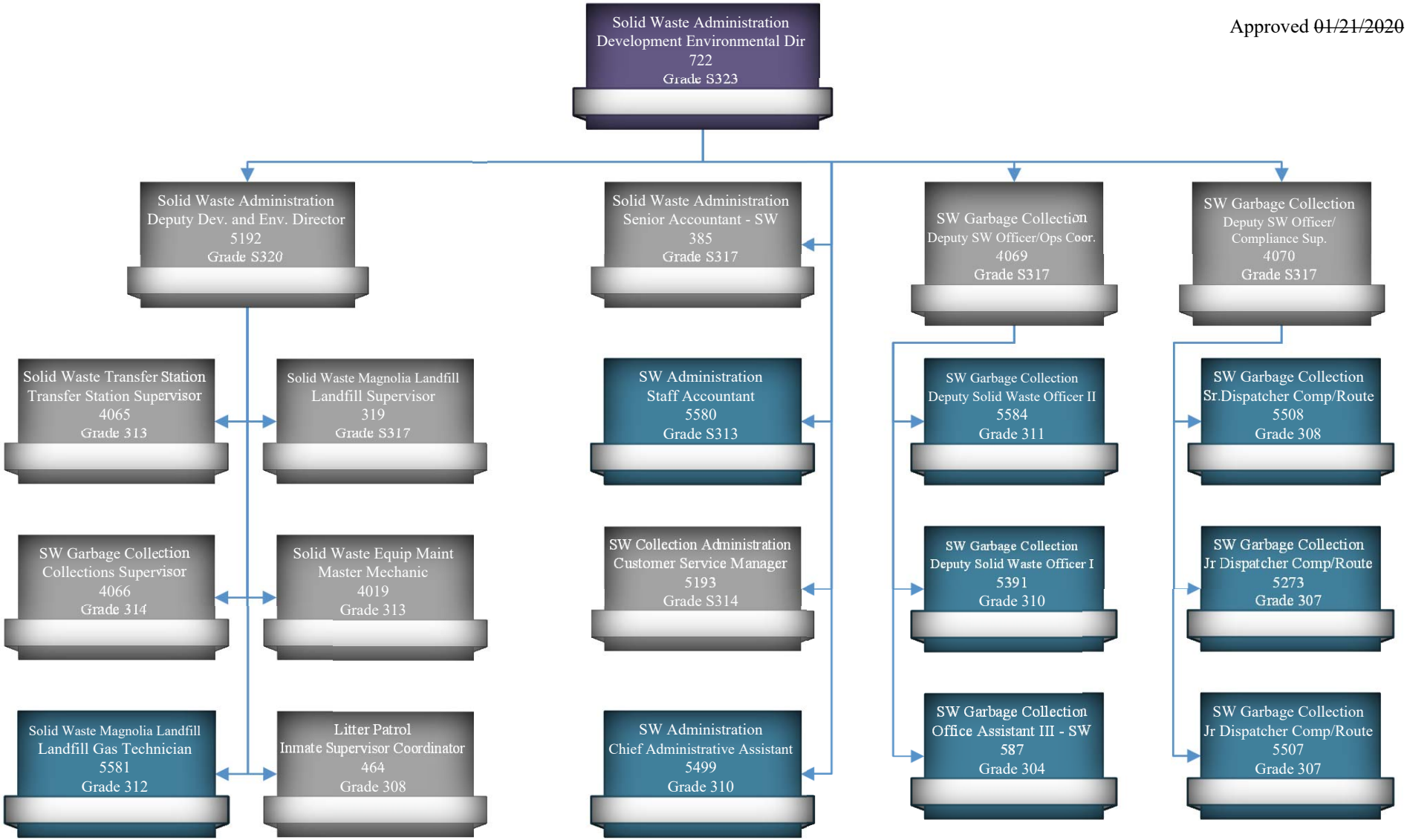
Other Characteristics

1. Experience working with the public involving tax matters.
2. Willing to travel out of county and overnight, as required.
3. Willing to work overtime, non-standard hours, weekends, and holidays, as required.
4. Willing to work in inclement weather and various outdoor field conditions. To include encountering wildlife, dogs, and visiting remote areas.

Minimum Qualifications

1. Possess valid driver's license.
2. Possess high school diploma or equivalent.
3. Minimum five (5) years practical experience and training in government accounting and collections related to job domain.
4. Possess certification as a revenue officer through CROAA (County Revenue Officer's Association of Alabama) and/or AATA (Alabama Association of Tax Administrators).

Approved ~~01/21/2020~~



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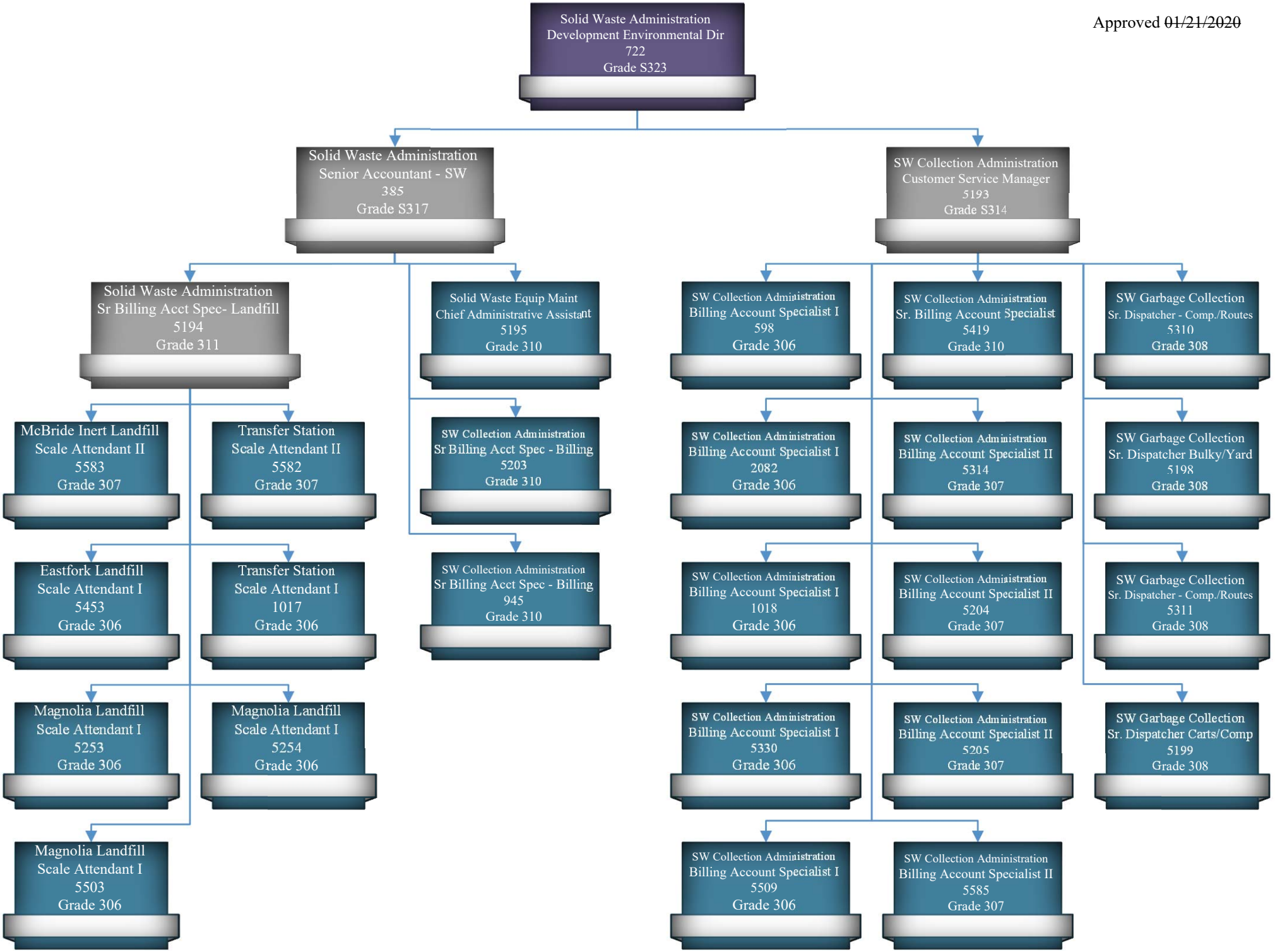

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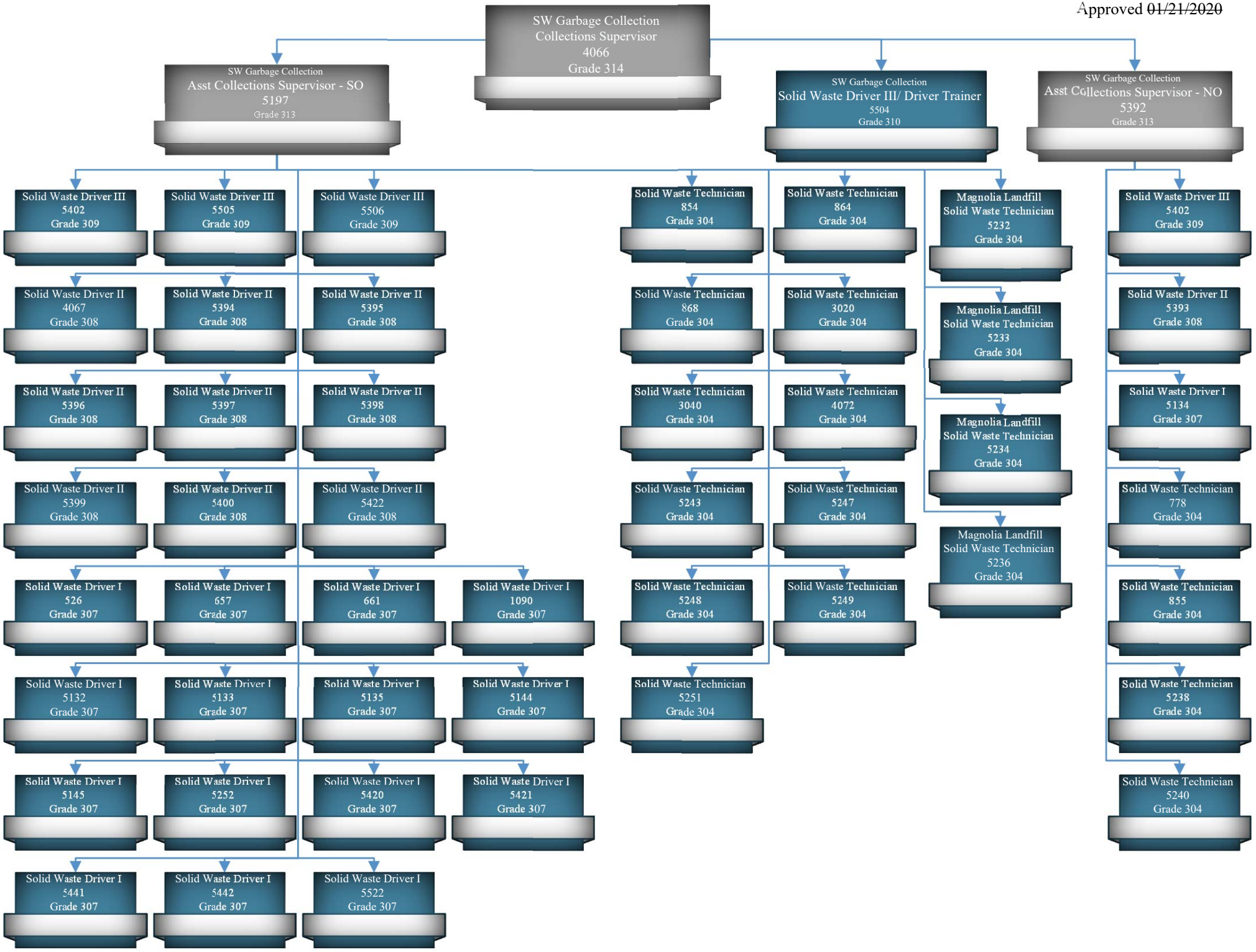

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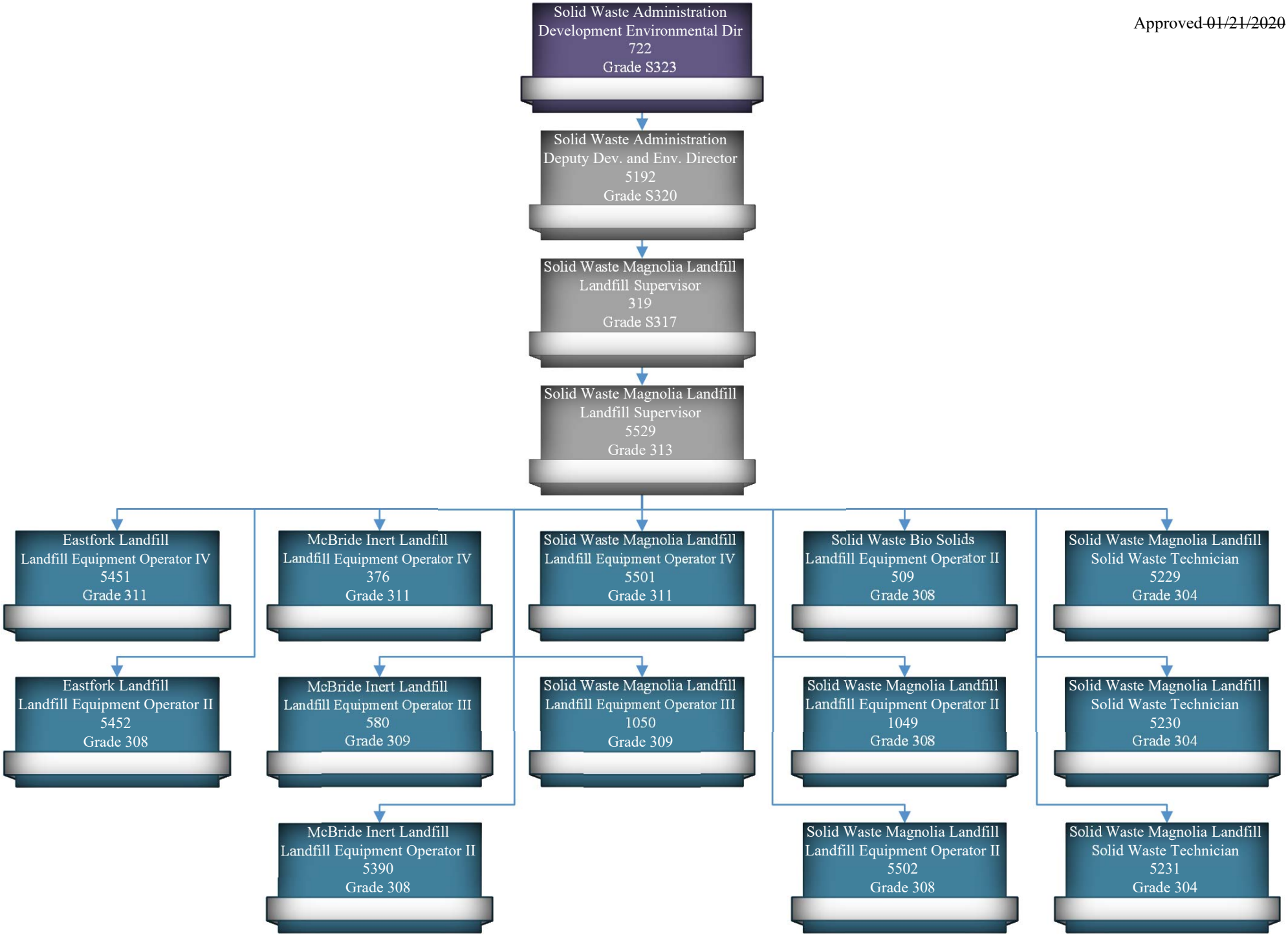

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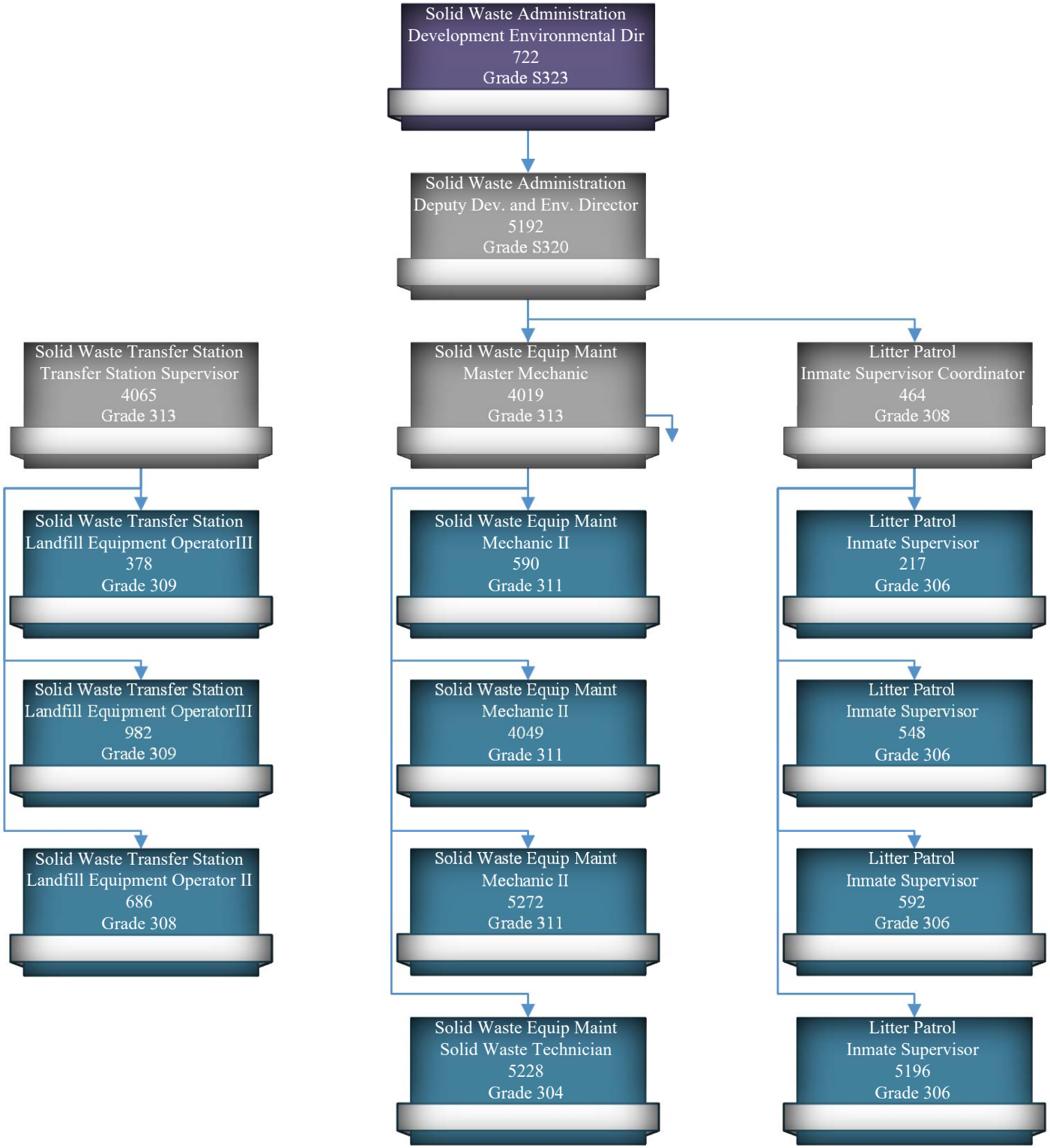


POSITION DESCRIPTION

Title**:** Deputy Solid Waste Officer II

Department: Solid Waste

Job Analysis: September 2020

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

Relationships

Reports to: Deputy Solid Waste Officer/Operations Coordinator

Subordinates: None

Internal Contacts: Solid Waste Staff, Purchasing, Tax Assessor, Sheriff Department, Highway Department, CIS Department, License Inspectors Office, Code Enforcement

External Contacts: Property Owners, Residents, Waste Institutions, Utility Companies, Municipalities, Postal Service, 911 Addressing, District Attorney's Office, Health Department

Status: Classified/Non-Exempt (311)

Job Summary

The Deputy Solid Waste Officer II position will aid the Solid Waste Officer to ensure residences are in compliance with the mandatory collection requirements, in the unincorporated areas of Baldwin County. The position will work closely with Local, State and Federal Agencies to ensure compliance with Environmental Laws and Regulations as well as County Resolutions and Ordinances. This position is responsible for environmental complaint tracking and ensuring proper departments and agencies are notified of potential investigation assistance. This position will attend enforcement proceeds including but not limited to Show Cause Hearings and prosecution trials in District Court.

An employee in this job is frequently exposed to outside terrain and weather conditions.

Job Domains

Investigates and monitors illegal dumps, burning or other disposal complaints. Acts as a liaison with various regulatory state and local agencies and/or departments to document and track specific problem areas or sites to bring about a unified resolution for all parties.

1. Participate in Show Cause Hearings.
2. Prepares summons for District Court complaints post Show Cause Hearing under the direction of the Deputy Solid Waste Officer/Operations Coordinator.
3. Coordinates with the District Attorney's Office on pending court cases.
4. Assists with complaints and investigation of illegal dumps and regulatory interface thereafter, this will be approximately half of the workload assigned to the position.
5. Provides documentation to the Billing Office to signup non-participating residents.
6. Maintains all documents in an auditable state.
7. Assists Deputy Solid Waste Officer/Operations Coordinator in assisting Collections Operations as needed.

Knowledge, Skills, and Abilities

1. Computer skills in various programs.
2. Ability to communicate effectively with customers.
3. Math skills to perform basic mathematical operations.
4. Reading skills to understand various documents.
5. Knowledge of filing system.
6. Knowledge of County Commission procedures, as well as, general office procedures.
7. Ability to keep clerical records and prepare accurate reports.
8. Ability to prepare effective written correspondence and effective verbal skills.
9. Operate office machines such as typewriter, PC, copy machine, 10-key calculator, etc.
10. Knowledge of basic accounting procedures.
11. Self-motivated and team player.
12. Ability to organize heavy workload and accomplish required tasks.

Other Characteristics

1. Ability to work under stress of recurring deadlines.
2. Must be willing to work overtime, weekends, and holidays to complete work within specified period of time.
3. Willing to travel as required.
4. Performs all other duties as required.

Minimum Requirements

1. Associate degree or equivalent, in an environmental science or related field.
2. Two (2) years' experience in local, state, and federal environmental regulations.
3. Experience with civil and criminal investigations desired.
4. Experiences with input and maintenance of customer service and complaint tracking databases.
5. Experience in service orientated field with heavy customer service preferred.

POSITION DESCRIPTION

Title: Landfill Gas Technician

Department: Solid Waste

Job Analysis: September 2020

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

Relationships

Reports to: Deputy Development & Environmental Director

Subordinate staff: None

Internal contacts: Solid Waste Department Staff

External contacts: ADEM Regulators/Inspectors, Engineers, Private Contractors, Vendors

Status: Classified/Non-Exempt (312)

Job Summary

Primary job function is the operation and maintenance of landfill environmental and control systems. Experience with operation and maintenance of landfill gas collection and control systems (GCCS) including but not limited to landfill gas (LFG) extraction, well tuning, HDPE fusion and PVC piping assembly, and LFG flare and blower station operation. Experience with landfill leachate and wastewater control and pumping systems. Experience with calibration and use of LFG monitoring and data collection devices. Proficient writing and computer skills to log data, fill out necessary operating reports, and transfer field gathered data. Knowledgeable and well versed in regulatory compliance requirements relative to work activities.

Job Domains

A. General Tasks

1. Complete landfill gas system well field balancing in accordance with regulatory guidelines
2. Prepare well field monitoring reports
3. Complete landfill gas extraction system maintenance activities including flare system maintenance, condensate pump station maintenance, and other system components as specified by the manufacturer (activities may require heavy lifting)

4. Assist in the compliance reporting for landfill gas system under the regulatory permitting program
5. Conduct environmental monitoring and/or sampling activities
6. Maintain gas and leachate systems liquid removal pumps as needed
7. Program environmental monitoring equipment
8. Complete unscheduled landfill gas system repairs after component failure
9. Complete extension of landfill gas extraction wells as necessary.

B. Planning and Coordination

1. Review, analyze and suggest improvements to Department Staff related to operational efficiencies.
2. Conduct studies and evaluations of landfill environmental and control systems and prepare operational and procedural recommendations to Department Staff.
3. Provides technical assistance and guidance for environmental and control systems to Department Staff.

C. Miscellaneous

1. Complete training and continuing education as necessary to achieve and maintain Certifications required by Federal, State, and Local regulations.
2. Strive to continually improve the efficiency and quality of the environmental and control systems.

Knowledge, Skills, and Abilities

1. Writing and oratorical skills necessary to make reports to Department Staff and Regulatory Entities.
2. Knowledge of applicable occupational safety, health, regulatory requirements, codes and permits.
3. Planning and scheduling skills to provide guidance to contractors and other professionals.
4. Ability to conduct meetings over large and small groups.

Other Characteristics

1. Must work non-regular hours when necessary.
2. Willingness to attend meetings and other work activities after normal working hours.

Minimum Qualifications

1. High School Graduate with some college.
2. Three (3) years of experience with landfill environmental and control systems including Landfill Gas Recovery.
3. Valid driver’s license.
4. Computer, mechanical and construction experience.

5. Written and verbal communications skills.

Preferred Qualifications

1. Bachelor's degree in engineering, environmental science, or a closely related field.
2. Experience operating heavy equipment typically used on a landfill.
3. Alabama Landfill Operator's Certification.
4. HAZWOPER 40-hour training.

POSITION DESCRIPTION

Title: Scale Attendant II

Department: Solid Waste

Job Analysis: September 2020

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

Relationships

Reports To: Senior Billing Account Specialist - Landfill

Subordinate Staff: None

Internal Contacts: Billing/Collections Staff, Solid Waste Officer, Landfill Manager, Call Center, Equipment Operators

External Contacts: General Public

Status: Classified/Non-Exempt (307)

Job Summary

Weighs vehicles in and out of landfill to determine revenue owed. Handles all reporting of transactions at landfill. Assist with training of other employees by providing leadership and promoting in-depth knowledge of scale operations.

Job Domains

1. Weigh all vehicles coming into and leaving landfill as outlined by operations procedure.
2. Calculate monies owed and determine cash or billing.
3. Maintain records of all transactions as outlined by operating procedure.
4. Balance accounts daily.
5. Prepare receipts for deposits.
6. Maintain effective working relationship with public.
7. Keep Landfill Supervisor and Senior Accountant aware of any unusual situations.
8. Maintain communications with other internal contacts.
9. Accept and prepare payment for deposit and processing.

Knowledge, Skills, and Abilities

1. Skills to communicate with the public in a polite and courteous manner.

2. Skills to perform basic mathematical operations.
3. Skills to clearly and neatly complete forms, receipts, permits, etc.
4. Skills to understand written instructions, directives, manuals, laws, and regulations.
5. Ability to operate calculator.
6. Knowledge of basic accounting.

Other Characteristics

1. Must be willing to work overtime, weekends, and holidays to complete work within specified period of time.
2. Willing to travel as required.

Minimum Qualifications

1. Possess a high school diploma or GED.
2. Experience in service-oriented field with heavy customer service preferred.
3. Must possess Alabama Landfill Operator's Certification.
4. Must have five (5) years relevant experience at MSW Landfill.

POSITION DESCRIPTION

Title:	Senior Billing Account Specialist – Customer Service/ Compliance/Debt Collection
Department:	Solid Waste
Job Analysis:	September 2020

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

Relationships

Reports to:	Customer Service Manager
Subordinate Staff:	None
Internal Contacts:	BCSW Staff, CIS Department
External Contacts:	Commercial and Residential Customers, Municipalities, Health Department
Status:	Classified/Non-Exempt (310)

Job Summary

The Senior Billing Account Specialist – Customer Service/Compliance/Debt Collection is primarily responsible for processing high volume of residential and/or commercial account payments received in house via phone, mail, payment drop-box or walk-in customers. Daily processing will include retrieving and opening all payment envelopes, separating and working any accompanying correspondence, sorting checks and reviewing remittance slips for proper coding and accuracy, creating payment batches for system upload from scanning software application and/or manual spreadsheet entry. Also responsible for processing all checks using remote check scanner and submitting corresponding deposits through online banking. Must reconcile deposit details to subledger and bank daily; document and resolve any discrepancies in a timely manner. Record daily payment processing activity to excel spreadsheet for monthly revenue reconciliation purposes. Ensure all images and captured documents are legible and electronically filed for archive and research purposes. Serves as a back-up to the Customer Service Manager and assists with any and all aspects of customer service including resolving customer complaints and performing research to resolve account balance disputes to achieve debt collection goals and ensure compliance while maintaining excellent customer care standards. Make decisions regarding necessary account adjustments and prepare documents to post debit and credit balance adjustments to residential customer accounts. Plays key role in the exemption application processes. This position also works closely with and acts as backup to other Senior Billing Account Specialist accounting positions, along with other Billing Specialist positions to

ensure service excellence, administrative, billing and accounting priorities and deadlines are met. Performs other related work as assigned or required.

Essential Job Functions

1. Daily processing of residential and/or commercial payments with a high volume of checks.
2. Prepare, review, batch, and post credit and/or debit balance adjustments to customer accounts.
3. WebPortal account administration support.
4. Assist with autopay reporting as well as customer communication and notification of expirations.
5. Assist end users with general software/hardware issues and questions.
6. Must be flexible and able to prioritize work to accomplish deadlines while maintaining high quality results.
7. Prepare various reports, spreadsheets, and/or projects as assigned.
8. Assist with any and all aspects of customer service as needed.
9. Assist with all aspects of Exemption application processing, including but not limited to, assisting walk-in customers with application submissions, mail-out process, and any follow-up necessary to complete applications and update accounts accordingly.
10. Perform supervisory duties in the absence of Customer Service Manager to help manage front desk line and workflow assignments with staff.
11. Act as backup to other Senior Billing Account Specialist accounting positions as needed.

Billing:

1. Maintain billing and collection documentation in an auditable state.
2. Prepare all documentation necessary to request, debits, credits, and balance adjustments to customer accounts.
3. Review, batch and post submitted credit and debit account adjustments to subledger.
4. Perform research, as needed, to ensure accurate records of property, probate and e-911 addressing.

Collections:

1. Open, extract, sort, review and batch checks and remittance slips received in house.
2. Post payments received to the proper account and maintain accurate files to the satisfaction of state audit requirements.
3. Prepare the necessary documents/deposits for an accurate paper trail of daily transactions posted.

Customer Service:

1. Handle customer complaints, record the complaint, and resolve the issue. If it involves another department forward a copy to the department and track the complaint until it is resolved.
2. Assist customers with determining correct account status, i.e. Full Time, Seasonal, Vacant or Commercial.

3. Assist customers with allowed exemptions, send out applicable letters and applications to qualifying residents.
4. Ability to schedule, confirm and conduct exemption site visits to qualifying residents.

Operations:

1. Work, review and analyze reports and procedures to develop strategies for maximizing efficiencies within the department.
2. Assist Customer Service Manager in directing staff in accordance with all applicable state and local laws and ordinances.
3. Assist Customer Service Manager in monitoring employee calls and phone volume through Open Scape system.

Knowledge, Skills, and Abilities

1. Skills to communicate effectively with office staff, general public, and elected officials.
2. Skills to prepare reports and complete forms.
3. Skills to understand written instructions, manuals, and correspondence.
4. Ability to assign tasks.
5. Ability to operate office machinery such as calculator, computer, copy/fax machine, typewriter, and mail opener/sorter.
6. Ability to operate automated capture equipment and related software.
7. Knowledge of basic accounting and general office procedures.
8. Knowledge of EnCore Residential computer software.
9. Knowledge of the AS400 System (Revenue) and 911 Addressing database.
10. Knowledge of Word, Excel, and Power Point.

Other Characteristics

1. Willing to travel and attend workshops and seminars.
2. Willing to work nonstandard hours to meet deadlines.
3. Ability to work under stress of recurring deadlines.

Minimum Qualifications

1. Valid driver’s license and be insurable by the County’s insurance standards.
2. Associates degree or equivalent.
3. Two (2) years’ experience in accounting/bookkeeping.
4. Any equivalent combination of experience and training that provides the knowledge, skills and abilities necessary to perform the work.
5. Solid Waste Accounts Receivable experience desired.
6. Experience with computerized accounting systems desired.
7. Experience in service-oriented field with heavy customer service experience preferred.
8. Bondable by County insurance.
9. Banking experience desirable.

POSITION DESCRIPTION

Title: Staff Accountant

Department: Solid Waste

Job Analysis: September 2020

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

Relationships

Reports To: Development and Environmental Director

Subordinate Staff: Senior Billing Account Specialists, Scale Operators, Office Administrator – Solid Waste Maintenance

Internal Contacts: Solid Waste Staff, Officials and employees of the Commission Office, Budget & Purchasing Department, Accounting, CIS Department, Revenue Commissioner's Office, and the Sheriff's Department

External Contacts: General Public, Vendors, Customers, Insurance Companies, FEMA, State Agencies, Local Municipalities, Postal Service, 911 Addressing, District Attorney's Office, Health Department

Status: Classified/Exempt (S313)

Job Summary

The Senior Accountant – Solid Waste is responsible for the daily accounting and budgeting operations for all cost centers in the department which includes Magnolia Landfill, MacBride C & D Landfill, Bay Minette Transfer Station, Eastfork C & D Landfill, Redhill Landfill and Garbage Collection. This position is also responsible for: Solid Waste billing, receivables, new accounts and maintaining existing account relationships, maintaining account records and preparing special financial reports and statements, creating the annual department budget and monitoring the budget on a monthly basis, overseeing all purchase orders, receiving paperwork, and invoices for all locations in the department, overseeing and administering all software programs for Solid Waste, handling correspondence incoming and outgoing between county, local, state and agencies, checking the accuracy of Kronos payroll prior to sign off and responsible for submittal of reimbursement requests for FEMA disasters and coordinates with FEMA Project Officer.

Job Domains

A. Accounting and Financial

1. Special Projects and Proformas.
2. Collect receivables.
3. Daily accounting reconciliation.
4. Prepare various reports upon request.
5. Coordinate debris management records.
6. Process monthly billing.
7. Process NSF's.

B. Filing and Records Management

1. Maintain Solid Waste financial records.
2. Maintain budget records.
3. Assists in maintaining landfill permits, reporting and operational files.
4. Ensures monthly, quarterly, and year end documentation is sent to accounting.

C. Operations Responsibilities

1. Coordinate all purchasing and receiving for all Solid Waste Departments.
2. Maintain all records of purchasing and receiving for all locations of the Solid Waste Department.
3. Work with accounts payable department and purchasing to correct any problems with accounts.
4. Oversee software and computer applications for Solid Waste.
5. Manage all customer accounts and disputes.
6. Create agenda action items as required or needed.
7. Assist in keeping track of permit expirations, renewals, reporting requirements.
8. Prepare reimbursement requests to FEMA for disaster relief and submits proper documentation to the Project Officer.

D. Reports

1. Prepare ADEM Quarterly Disposal Fee Reports.
2. Prepare ADEM Quarterly Reports.
3. Prepare Monthly Operating and Financial Reports.
4. Process expense vouchers for the department.

E. Personnel

1. Create and update organizational chart for department.
2. Verify time on Kronos each pay period and work with managers to ensure accuracy.
3. Supervise Scale Operators, Senior Billing Account Specialists and Office Administrator – Solid Waste Maintenance.

Knowledge, Skills, and Abilities

(Any item with an asterisk will be taught on the job.)

1. Skills to communicate effectively with office staff, general public, and elected officials.
2. Skills to perform accounting and bookkeeping operations, conduct audits and monitors budgets.
3. Skills to prepare reports, complete forms and compose letters.
4. Skills to understand written instructions, manuals and correspondence.
5. Ability to assign tasks and supervise/evaluate employees.
6. Ability to operate office machines such as calculator, computer, copy machine, fax machine and typewriter.
7. Thorough knowledge of basic bookkeeping and accounting principles and procedures.
8. Knowledge of EnCore computer software for commercial and residential accounts.
9. Knowledge of E1 accounting program.
10. Knowledge of the AS400 system.
11. Knowledge of Word, Excel, Access, Power Point and Organizer.
12. Knowledge of Kronos Time Keeping Program.

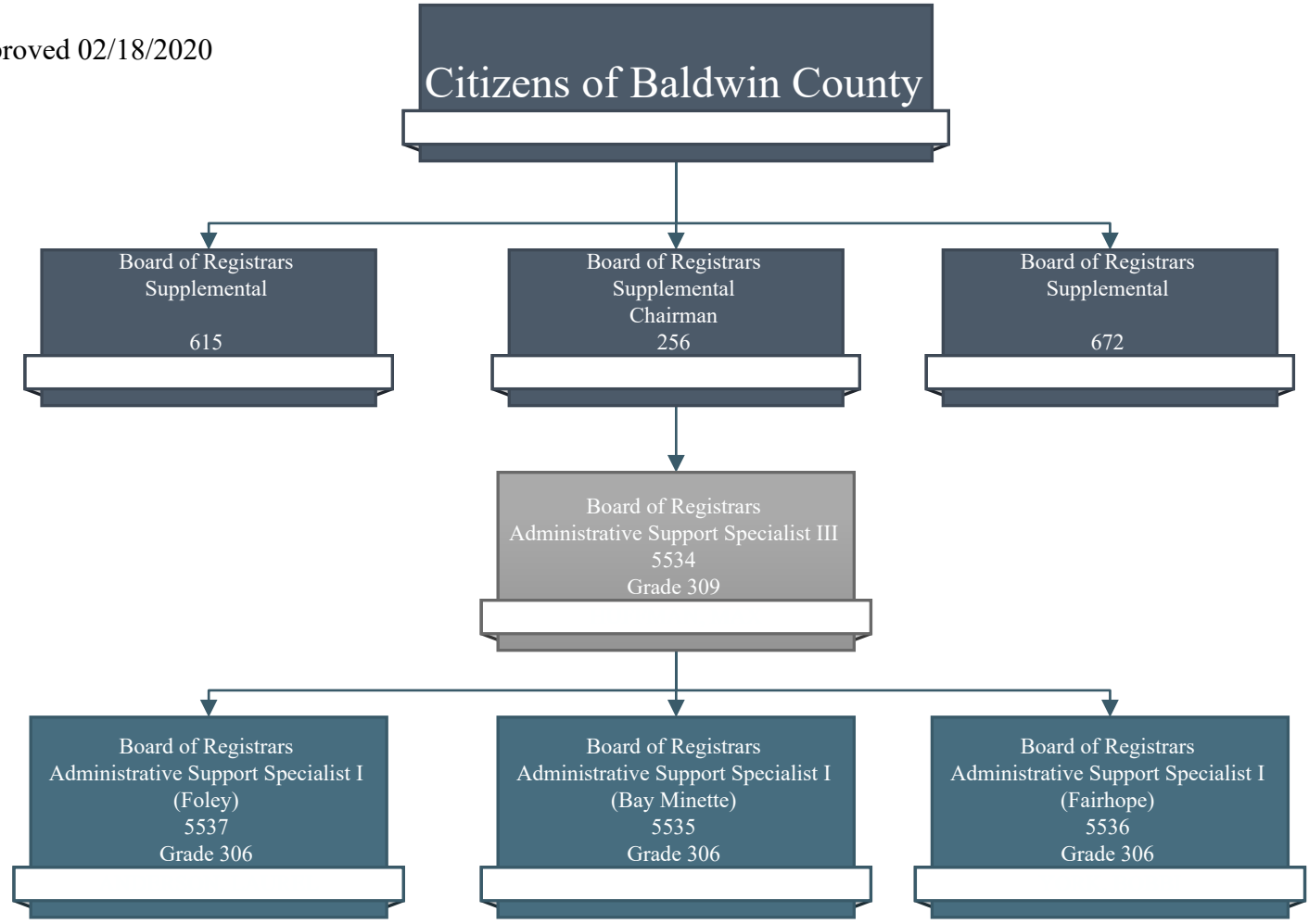
Other Characteristics

1. Willing to travel and attend workshops and seminars.
2. Willing to work nonstandard hours to meet deadlines.

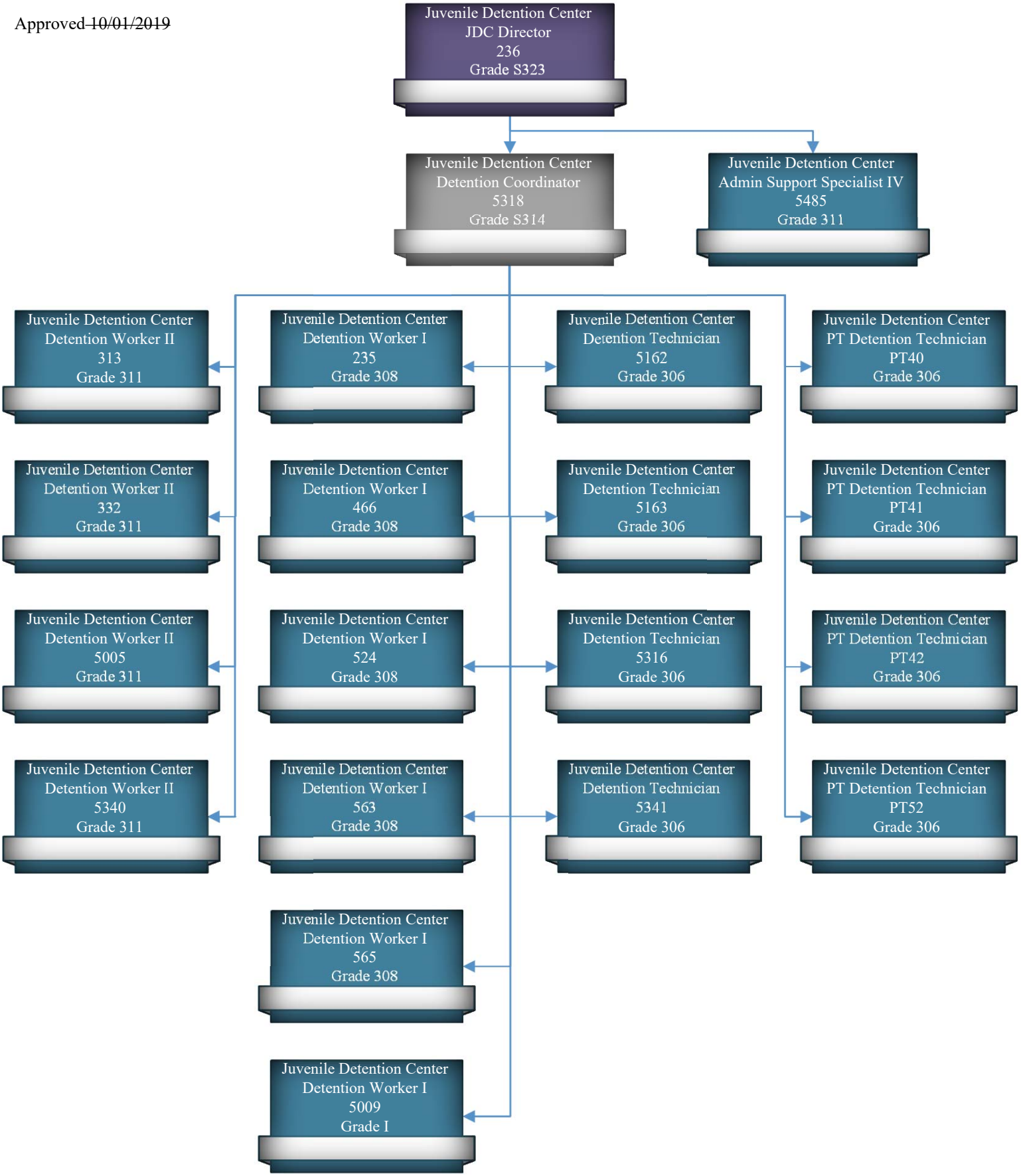
Minimum Requirements

1. Bachelor’s degree in Accounting or related field.

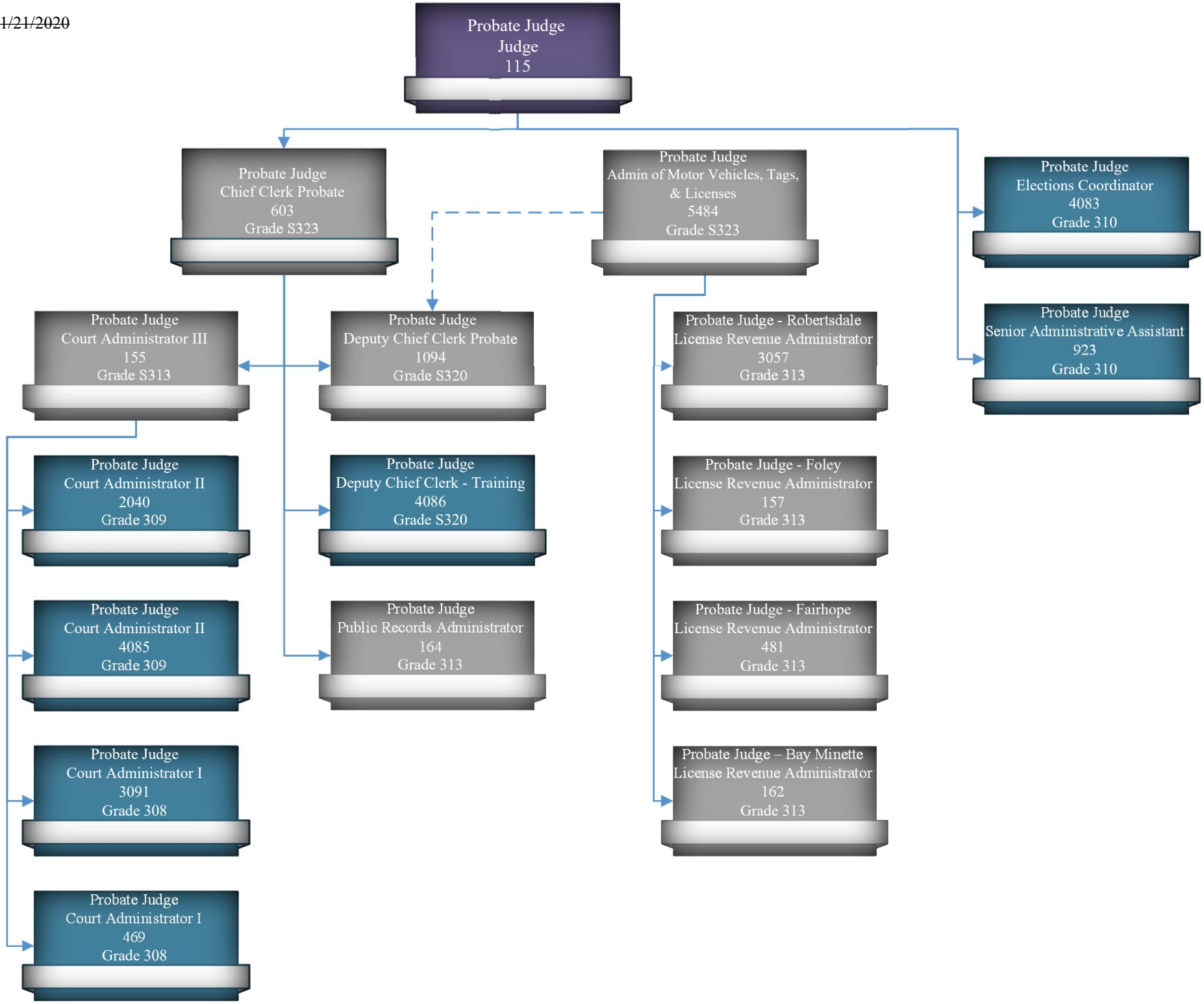
Approved 02/18/2020

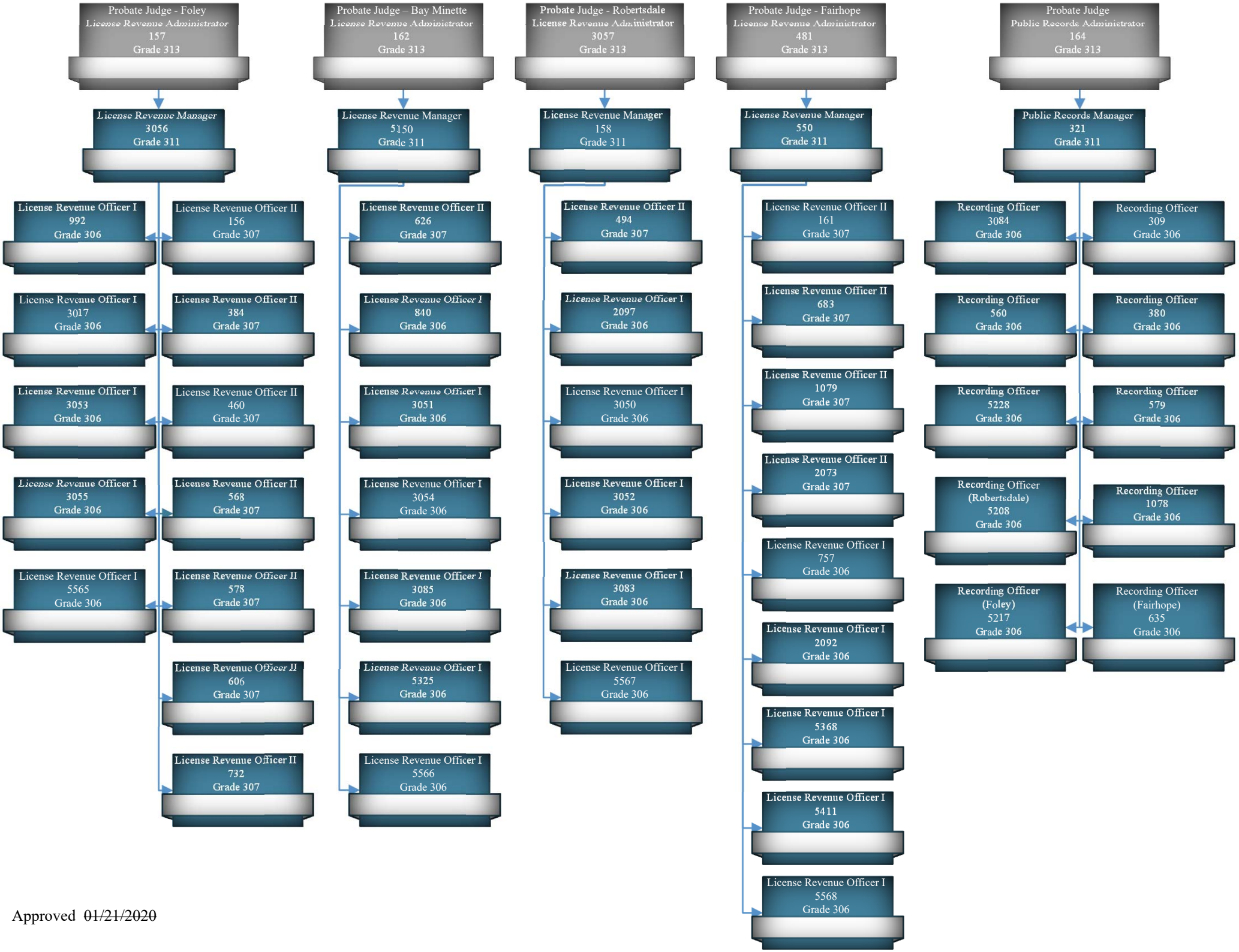


Approved ~~10/01/2019~~



Approved ~~01/21/2020~~





Approved ~~01/21/2020~~

Baldwin County Commission

Agenda Action Form

File #: 20-1529, **Version:** 1 **Item #:** BQ5

Meeting Type: BCC Regular Meeting
Meeting Date: 9/15/2020
Item Status: New
From: Deidra Hanak, Personnel Director
Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE
Personnel Department - Employee Handbook Changes

STAFF RECOMMENDATION
Action Item with discussion needed for the Commission to discuss changing employee policies to coincide with the implementation of the salary survey.

As authorized pursuant to Section 45-2-120, et.seq., Code of Alabama 1975, and without limitation, and related to the Baldwin County Commission Employee Handbook, approve revisions, effective September 28, 2020, to policies I.G. Wage and Salary Administration, II.O. Performance Appraisals, II.R. Promotions, and I.F. Job Classifications, as set forth in the Employee Handbook as expressly amended by these provisions. All other terms, provisions and policies contained in the Employee Handbook shall remain in full force and effect. In the event of a conflict between the amended provisions and the remaining provisions contained in the Employee Handbook, the amended provisions shall govern, and the contrary or conflicting provision in the Employee handbook shall be deemed repealed.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Baldwin County Employee Handbook was adopted on April 2, 2013, and amended on January 21, 2020. The Personnel Director recommends updating the above policies to coincide with the approved salary survey pay and classification system recommendations.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel

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

Additional instructions/notes: N/A

I.G. Wage and Salary Administration

The compensation plan intends to provide equal compensation for work of equivalent responsibility, pay according to work performance and/or outstanding service. Each position is rated according to experience, knowledge, training, duty complexity, leadership, effect of errors, communication, problem solving, physical demands, potential work hazards, stewardship and responsibility and education.

Employees are generally hired at the entry level of the position's pay grade, but may receive a different amount depending on experience and skill level.

~~Classified non-exempt (hourly) employees may receive an increase in pay based on the overall score of the performance appraisal. Employees who receive an overall rating of 3.0 or higher are eligible to receive a merit increase. Merit increases are based on the step an employee is in within his or her classification. Employees hired or promoted before January 1, 2017 who are at entry level up to a step two (2) will be eligible for a 2.5% increase. Once an employee reaches a step two (2) then the employee is eligible for a 5% increase annually until the employee reaches a step eight (8). Employees who reach a step eight (8) or higher are eligible for a 2.5% increase annually. Employees hired or promoted after January 1, 2017, shall only be eligible for a 2.5% increase annually.~~

Classified non-exempt (hourly) and classified exempt (salaried) employees may receive an increase in pay based on the overall score of the performance appraisal. Employees who receive an overall rating of 3.0 or higher are eligible to receive an increase in pay ~~which is usually in the form of a percentage over the current salary level, up to, but not exceeding, the top of the salary scale for his or her job title~~ as outlined in Section *II.O. Performance Appraisals.*

(MOVED TO SECTION II.O)~~All exempt and non-exempt merit increases will take effect the first full pay period of the month following the employee's annual anniversary of hire date or annual anniversary of promotion. (ie: November hire date increase effective first full pay period of December.)~~

Additionally, classified employees will receive a 1% cost of living increase at the beginning of each fiscal year.

Notwithstanding anything contained in this employee handbook to the contrary, all funding for increases in pay must be approved in the fiscal year budget by the Baldwin County Commission, in its discretion, and may be suspended and/or frozen at any time and for any reason deemed appropriate by the Baldwin County Commission.

(MOVED TO SECTION II.O) ~~Increases shall not be approved if an employee's record indicates unsatisfactory job performance, including, but not limited to, any of the following:~~

~~1. Suspensions since the last evaluation date;~~
~~2. Two (2) documented disciplinary actions since the last evaluation date; or~~
~~3. Documented lack of care, misuse or negligence involving County property since the last evaluation date.~~

II.O. Performance Appraisals

The performance appraisal is a systematic method of appraising and strengthening an employee's performance. Supervisors make a rated evaluation based on factors such as job knowledge, job duties, leadership, promotion of accuracy, safety, communication, problem solving, stewardship and responsibility. He or she reviews the position description for any necessary changes and gives feedback about the employee's performance. Together, the supervisor and employee may develop goals to improve job skills and enhance performance.

The Baldwin County performance appraisal system is based on a scale of 1.0 – 5.0. An overall score of 3.0 or higher is deemed to be satisfactory. A score below 3.0 is deemed unsatisfactory, and a corrective action plan will be developed by the supervisor and employee, unless disciplinary actions, including, but not limited to, termination, is deemed necessary. The written performance appraisals will be reviewed with the employee and retained in the employee's personnel file.

Probationary employees will receive an evaluation prior to the end of the six (6) month probationary period. Probationary employees must receive a satisfactory evaluation of at least a 3.0 on a scale from 1.0 – 5.0 to be deemed a classified employee. If a probationary employee receives less than a 3.0 on the evaluation, then the evaluation will be considered unsatisfactory and the employee will be terminated. Probationary employees will then be evaluated at the end of their first year of consecutive employment. Probationary employees ~~hired *on or after* January 1, 2017,~~ are not eligible for a merit increase until he or she has completed one (1) consecutive year of employment and receives a score of 3.0 or higher on his or her one (1) year evaluation.

~~Hourly (non-exempt), non-probationary employees, hired *before* January 1, 2017, will be evaluated according to the step within the classification of the position in which the employee holds. If an employee is entry level through step two (2), an evaluation will be performed every six (6) months from the first day of the month following the date of employment until he or she reaches a step two (2). Once the employee reaches a step two (2) or higher, an evaluation will be performed annually.~~

~~Hourly (non-exempt), non-probationary employees, hired *on or after* January 1, 2017, will be evaluated annually and will receive a 2.5% or one (1) step merit increase if the employee scores a 3.0 or above on his or her evaluation.~~

Annual written performance appraisals will be performed on all non-probationary hourly (non-exempt), salaried (exempt) employees, and Appointed Employees, on anniversary of hire date or anniversary of promotion date. ~~The employee will receive a 2.5% merit increase if he or she scores a 3.0 or above on his or her evaluation. Classified exempt (salaried)~~ These employees may receive an increase in pay based on the overall score of the performance appraisal. Employees who receive an overall rating of 3.0 or higher are eligible to receive an increase in pay ~~which is usually~~ in the form of a percentage over the current salary level, up to, but not exceeding, the top of the salary scale for his or her job title. Performance appraisal percentage increases are as follows:

Performance Appraisal Score		Merit Increase
From	*To*	
3.0	3.39	1.50%
3.4	3.79	2.00%
3.8	4.19	2.50%
4.2	4.59	3.00%
4.6	5.0	3.50%

All exempt and non-exempt merit increases will take effect the first full pay period of the month following the employee's annual anniversary of hire date or annual anniversary of promotion. (ie: November hire date increase effective first full pay period of December.)

Additionally, classified employees will receive a 1% cost of living increase at the beginning of each fiscal year.

Increases shall not be approved if an employee's record indicates unsatisfactory job performance, including, but not limited to, any of the following:

4. Suspensions since the last evaluation date;
5. Two (2) documented disciplinary actions since the last evaluation date; or
6. Documented lack of care, misuse or negligence involving County property since the last evaluation date.

When merit increases have been suspended and/or frozen by the Baldwin County Commission, evaluations will be conducted on an annual basis, with the exception of new employees which receive semi-annual evaluations for the first year of employment.

Notwithstanding anything contained in this employee handbook to the contrary, all funding for increases in pay must be approved in the fiscal year budget by the Baldwin County Commission, in its discretion, and may be suspended and/or frozen at any time and for any reason deemed appropriate by the Baldwin County Commission.

II.R. Promotions

Baldwin County continually strives to promote employees and fill job vacancies on an equal opportunity basis. A promotion is defined as advancing to a different position of a higher pay grade with greater responsibilities that is not part of a position reclassification. Promotions are based on an objective evaluation of each vacancy and the candidates involved. When possible, Baldwin County will promote from within and will first consider employees with the necessary qualifications and skills, unless outside recruitment is deemed to be in the best interest of the County. However, to be eligible for a promotion, the employee must be able to meet the requirements of the new position, must have satisfactory performance, must have held the current position for at least six (6) months, with the exception of employees within the same department doing similarly situated position duties, and must have no adverse disciplinary actions during the

same time period. All promotions will result in a~~n~~ ~~hourly~~/salary ~~rate~~ increase of ~~no less than 5%~~ 8% ~~over the previous pay~~ above the current annual salary or the minimum annual salary of the higher pay grade, whichever is greater. ~~and no less than the lowest hourly rate/salary applicable for the new position.~~

~~Promotions approved after January 1, 2017 will have an annual evaluation date of the date of promotion and will follow the merit increase guidelines as outlines in Section *I.G. Wage & Salary Administration.*~~

Employees may view job postings ~~on the central job posting area outside~~ in the Personnel Department, ~~on~~ at various locations throughout the County system, and on the Baldwin County external web site (www.baldwincountyal.gov). ~~, or on the Baldwin County intranet (BCAP).~~ Selected openings may be advertised through various means.

Baldwin County reserves the right to fill department vacancies, which result in a promotion, within the employee's current department without posting the position.

Notwithstanding anything contained in this employee handbook to the contrary, all funding for increases in pay must be approved in the fiscal year budget by the Baldwin County Commission, in its discretion, and may be suspended and/or frozen at any time and for any reason deemed appropriate by the Baldwin County Commission.

I.F. Job Classifications

All job classifications are based on an analysis of the duties and responsibilities of each position and requirements of education, training, experience, skills, knowledge and abilities necessary for the position.

A position reclassification is defined as a position that is moved into a higher pay grade due to a significant increase in duties, changes in the department organizational structure, staffing requirements, etc. Reclassification will result in a salary increase of no less than 2.5% above the current annual salary or the minimum annual salary of the higher pay grade, whichever is greater.

New employees or employees transferring or being promoted to new positions shall receive a copy of the new position description. All classified positions and position descriptions shall be approved and funded by the Baldwin County Commission.

Position descriptions do not necessarily cover every task or duty that might be assigned, and additional responsibilities may be assigned as necessary. The Personnel Department keeps position descriptions on file.

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The Baldwin County performance appraisal system is based on a scale of 1.0 – 5.0. An overall score of 3.0 or higher is deemed to be satisfactory. A score below 3.0 is deemed unsatisfactory, and a corrective action plan will be developed by the supervisor and employee, unless disciplinary actions, including, but not limited to, termination, is deemed necessary. The written performance appraisals will be reviewed with the employee and retained in the employee's personnel file.

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Annual written performance appraisals will be performed on all non-probationary hourly (non-exempt), salaried (exempt) employees, and Appointed Employees, on anniversary of hire date or anniversary of promotion date. These employees may receive an increase in pay based on the overall score of the performance appraisal. Employees who receive an overall rating of 3.0 or higher are eligible to receive an increase in pay in the form of a percentage over the current salary level, up to, but not exceeding, the top of the salary scale for his or her job title. Performance appraisal percentage increases are as follows:

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Employees may view job postings in the Personnel Department, at various locations throughout the County system, and on the Baldwin County external web site (www.baldwincountyal.gov). Selected openings may be advertised through various means.

Baldwin County reserves the right to fill department vacancies, which result in a promotion, within the employee's current department without posting the position.

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Baldwin County Commission

Agenda Action Form

File #: 20-1530, **Version:** 1 **Item #:** BQ6

Meeting Type: BCC Regular Meeting
Meeting Date: 9/15/2020
Item Status: New
From: Deidra Hanak, Personnel Director
Ken Strong, Risk Manager
Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE
Personnel Department - Association of County Commissions of Alabama Self-Insurance Fund - 2019-2020 Safety Incentive Discount Program Application

STAFF RECOMMENDATION
Authorize the Chairman of the Baldwin County Commission to execute the Association of County Commissions of Alabama (ACCA) 2019-2020 Safety Incentive Discount Program Application.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Association of County Commissions of Alabama (ACCA) established a Safety Incentive Discount Program associated to its Liability Self-Insurance Fund and Workers' Compensation Self-Insurance Fund. Baldwin County is a member of both funds. In order to be eligible for a Safety Incentive Discount for both funds the County must approve the above staff recommendation and forward the documents to the ACCA.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel will email to ACCA

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

Additional instructions/notes: N/A

County Risk Services, Inc. – Third Party Administrator for
Association of County Commissions of Alabama Self-Insurance Pools

2019-2020 SAFETY INCENTIVE DISCOUNT PROGRAM

APPLICATION

The members of the BALDWIN County Commission hereby verify that we have fully complied with all the requirements of the ACCA Self-Insurance Pools **2019-2020 Safety Incentive Discount Program** and are returning this application and documentation for consideration to receive the safety incentive discount. We understand this application and all the required documentation should be received to be eligible.

Signed by: _____ _____
County Commission Chairman Date

The current appointed **County Safety Coordinator** is: KEN STRONG

County Job Title: RISK MANAGER Email Address: ken.strong@baldwincountyal.gov

Requirements: I, KEN STRONG, serving as this County's Safety Coordinator, am verifying by my initials below that all the requirements of the **2019-2020 SIDP** have been completed and are being maintained in my county; and I am emailing this signed application and all required documentation before its deadline of Sept. 30, 2020.

SIDP REQUIREMENTS	**Safety Coordinator Initials**	**Required Documentation**
Ensured Safety Coordinator Resolution and/or commission minutes were on file w/CRS	K.S.	Need if not on file
Attended one (1) Safety Coordinator Training	K.S.	N/A
Ensured one (1) Public Official/Administrative Staff & one (1) Dept. Supervisor attended Loss Prev. Training	K.S.	N/A
Emailed current Countywide Safety Committee List w/names, titles, depts & email	K.S.	Safety Comm. List
Emailed documentation for two (2) or more Countywide Safety Committee meetings	K.S.	2 Sign-ins/Agendas
Emailed documentation for four (4) or more safety meetings for Sheriff's Office	K.S.	4 Sign-ins/Agendas
Emailed documentation for four (4) or more safety meetings for Jail/Corrections	K.S.	4 Sign-ins/Agendas
Emailed documentation for four (4) or more safety meetings for Road & Bridge Dept	K.S.	4 Sign-ins/Agendas
Emailed documentation for four (4) or more safety meetings for each Other Safety-Sensitive Depts	K.S.	Sign-ins/Agendas
Ensured Safety Inspections in Safety-Sensitive Depts were conducted	K.S.	N/A
Ensured Incidents & Accidents in Safety-Sensitive Depts were reviewed and documented	K.S.	N/A
Ensured Safety Records in Safety-Sensitive Depts were being maintained & followed-up	K.S.	N/A
Emailed documentation for a current year Employee Orientation for employees and new hires	K.S.	1 Signed Page
Ensured County has adopted and enforced Written *Drug & Alcohol Abuse Policies and Procedures* on file	K.S.	If changed in 19-20
Ensured County has adopted and enforced Written *Return-to-Work / Modified-Duty Policy* on file	K.S.	If changed in 19-20
Ensured County has adopted and enforced Written *Seat Belt Policy* on file	K.S.	If changed in 19-20
Ensured County has adopted and enforced Written *Wireless Communication Devices… Policy* on file	K.S.	If changed in 19-20
Ensured Commission, Sheriff's Office/Jail cooperated with CRS Risk Management Program	K.S.	N/A
Emailed documentation for Commission's response to CRS Risk Management with-in 90 days	K.S.	1 Response Letter
Emailed documentation for Sheriff's Office/Jail's response to CRS Risk Management with-in 90 days	K.S.	1 Response Letter
Ensured two (2) or more Sheriff's Deputies attended scheduled Safety Training	K.S.	N/A
Ensured same two (2) Correctional Officers/Jail Staff attended at least three (3) AJTA courses	K.S	N/A
Ensured Road & Bridge Safety Director or Deputy Safety Director attended Road Supervisor's Training	K.S.	N/A

Email this signed & dated application and all required documentation to mcollier@countyrisk.org
NO LATER THAN SEPTEMBER 30, 2020

Baldwin County Commission

Agenda Action Form

File #: 20-1531, **Version:** 1 **Item #:** BQ7

Meeting Type: BCC Regular Meeting
Meeting Date: 9/15/2020
Item Status: New
From: Deidra Hanak, Personnel Director
Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE
Personnel Department - Baldwin County Employee Health and Wellness Incentive Program

STAFF RECOMMENDATION
Approve the updated Baldwin County Employee Health and Wellness Incentive Program Policy and corresponding health and dental insurance rates.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: During the July 21, 2020 Regular Meeting, the Commission approved a reduction in health insurance premiums for employees beginning Fiscal Year 2020-2021. The attached insurance premiums clarify the intent of that action to be a $50 reduction in health insurance premiums for employees. Employees may further reduce their health insurance premiums by voluntarily participating in the Health and Wellness Incentive Program. In order to support a healthier lifestyle, the Commission agreed on incentives for employees who participated in the biometric screenings and additional requirements. The Health and Wellness Incentive Program outlines the process for employees and retirees to obtain the incentive each year.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Deidra Hanak and Alainna Elliott

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

Additional instructions/notes: N/A

2021 BALDWIN COUNTY HEALTH/DENTAL INSURANCE RATES

EMPLOYEE HEALTH INSURANCE RATES

	TOTAL MONTHLY PREMIUMS	COUNTY PAYS MONTHLY	EMPLOYEE PAYS MONTHLY	EMPLOYEE PAYS BIWEEKLY
If employee participated/completed 2019-2020 health incentive program				
SINGLE	$ 575	$ 523	$ 52	$ 26
FAMILY	$ 1,431	$ 1,099	$ 332	$ 166
If employee DID NOT participate/complete 2019-2020 health incentive program:				
SINGLE	$ 575	$ 493	$ 82	$ 41
FAMILY	$ 1,431	$ 1,069	$ 362	$ 181

EMPLOYEE DENTAL RATES

	TOTAL MONTHLY PREMIUMS	COUNTY PAYS MONTHLY	EMPLOYEE PAYS MONTHLY	EMPLOYEE PAYS BIWEEKLY
SINGLE	$ 23	$ -	$ 23	$ 11.50
FAMILY - ORTHO	$ 85	$ -	$ 85	$ 42.50
FAMILY - NON-ORTHO	$ 68	$ -	$ 68	$ 34

COBRA RATES

	HEALTH		DENTAL	DENTAL-Ortho
SINGLE	$ 586.91		$ 23.46	
FAMILY	$ 1,459.62		$ 69.36	$ 86.70

2021 BALDWIN COUNTY HEALTH/DENTAL INSURANCE RATES

25 YR RETIREE HEALTH INSURANCE RATES

If retiree participated/completed 2019-2020 health incentive program:				
	TOTAL MONTHLY PREMIUMS	COUNTY PAYS MONTHLY	EMPLOYEE PAYS MONTHLY	
(25) SINGLE	$ 575	$ 475	$ 100	
(25) FAMILY	$ 1,431	$ 475	$ 956	
If retiree DID NOT participate/complete 2019-2020 health incentive program:				
(25) SINGLE	$ 575	$ 445	$ 130	
(25) FAMILY	$ 1,431	$ 445	$ 986	

30 YR RETIREE HEALTH INSURANCE RATES

If retiree participated/completed 2019-2020 health incentive program:				
	TOTAL MONTHLY PREMIUMS	COUNTY PAYS MONTHLY	EMPLOYEE PAYS MONTHLY	
(30) SINGLE	$ 575	$ 575	$ -	
(30) FAMILY	$ 1,431	$ 575	$ 856	
If retiree DID NOT participate/complete 2019 health incentive program:				
(30) SINGLE	$ 575	$ 545	$ 30	
(30) FAMILY	$ 1,431	$ 545	$ 886	

Baldwin County Employee
2021 Health and Wellness Incentive Program

Baldwin County is committed to the health and wellbeing of our employees and retirees. We view wellness as a core component of the employee benefits package. The Baldwin County Health and Wellness Incentive Program will support our employees/retirees by providing resources to live a healthy lifestyle. Baldwin County Symbol Health Clinics are dedicated to bringing quality health services to the workplace. Clinics are located in Bay Minette, Robertsdale, Gulf Shores, and Foley.

Eligibility

Services provided through the clinics are provided free to employees, retirees, spouses, and dependents who are on the County's health insurance plan.

Services Provided by Clinics

- Primary Care
- Disease Management
- Prevention
- Lab Services
- Prescription Medication
- Health Coaching

Employees with County health insurance will be required to clock out for visits to the Clinics with the exception of health coaching appointments. Each department will work to accommodate employees who need to visit the clinic for scheduled appointments. Employees must coordinate clinic visits with their department manager so that it is not in conflict with departmental activity. It is also within the manager's discretion to coordinate an employee's clinic visit due to departmental conflict.

~~Services Provided to Employees While on the Clock~~

- ~~Health Coaching Sessions~~

Prescription Medications

Generic medication will be distributed on-site.

Medical Excuses

~~**Approved 10/01/2019**~~ **For Approval 09/15/2020**

Medical excuses received from the Clinic must be turned in to the employee's department manager up on return from the clinic. Medical excuses issued for more than 3 days must be turned into Personnel for a review on a case by case basis.

Medical Accommodations

Employees must obtain any medical accommodations from their general physician or specialist. Medical accommodations issued by the clinic must be reviewed on a case by case basis.

Health Assessment (Biometric Screenings) and Employee/Retiree Responsibility

Employees/retirees who want to participate in the Health and Wellness Incentive program are required to complete a biometric screening at the Annual Employee Health and Wellness Fair. ~~If health risk factors are discovered through the biometric screening process, employees/retirees will be required to participate in the health coaching offered by the Clinics~~. Employees, retirees, and spouses may voluntarily participate in the biometric screenings and health coaching program.

New hires will have 30 days from the date of hire to complete the biometric screening if he or she wants to receive the incentive.

~~At the time of the biometric screening, participants will be given a rating of low, moderate, or high risk.~~

- ~~Employees/retirees in the low risk category are not required to participate in the coaching.~~
- ~~Employees/retirees in the moderate risk category are required to participate in (4) coaching sessions within the year (November 1 – October 31).~~
- ~~Employees/retirees in the high-risk category are required to participate in (6) coaching sessions within the year (November 1 – October 31).~~

If the employee/retiree decides not to participate in the biometric screening, the employee will not receive the incentive as outlined each year by the Baldwin County Commission.

~~**Prorated Health Coaching for New Hires**~~

~~Hired /Added to the County's health insurance **November, December, January, February, March**:~~
~~Low = No health coaching required to receive the incentive~~
~~Moderate = Four (4) health coaching sessions to receive the incentive~~
~~High = Six (6) health coaching session to receive the incentive~~

~~Hired/Added to the County's health insurance in **April, May, June, July**:~~
~~Low = No health coaching required to receive the incentive~~

~~**Approved 10/01/2019**~~ **For Approval 09/15/2020**

~~Moderate = Two (2) health coaching sessions to receive the incentive~~
~~High = Three (3) health coaching session to receive the incentive~~

~~Hired/Added to the County's health insurance in **August, September, October**:~~
~~Low = No health coaching required to receive the incentive~~
~~Moderate = One (1) health coaching sessions to receive the incentive~~
~~High = One (1) health coaching session to receive the incentive~~

Incentive

- Employees/retirees who participate in the biometric screening as outlined above, will receive a $30 per month reduction in health insurance premiums for the plan year (December - November).
- Employees/retirees ~~with single or family County health insurance, and~~ who do not participate in the biometric screening ~~and coaching sessions~~ as outlined above will ~~pay an additional~~ not receive the $30 per month incentive for the plan year (December – November).
- ~~For the 2020 plan year, the spouse is no longer required to participate in the biometric screening process to receive the incentive for 2021. However, the spouse must have completed his or her biometric screening in 2019 to receive the incentive for the 2020 plan year.~~
- Each year thereafter, the employee/retiree may choose to participate and not pay the additional $30 per month for the plan year (December – November).

Baldwin County Employee
2021 Health and Wellness Incentive Program

Baldwin County is committed to the health and wellbeing of our employees and retirees. We view wellness as a core component of the employee benefits package. The Baldwin County Health and Wellness Incentive Program will support our employees/retirees by providing resources to live a healthy lifestyle. Baldwin County Symbol Health Clinics are dedicated to bringing quality health services to the workplace. Clinics are located in Bay Minette, Robertsdale, Gulf Shores, and Foley.

Eligibility

Services provided through the clinics are provided free to employees, retirees, spouses, and dependents who are on the County's health insurance plan.

Services Provided by Clinics

- Primary Care
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- Health Coaching

Employees with County health insurance will be required to clock out for visits to the Clinics with the exception of health coaching appointments. Each department will work to accommodate employees who need to visit the clinic for scheduled appointments. Employees must coordinate clinic visits with their department manager so that it is not in conflict with departmental activity. It is also within the manager's discretion to coordinate an employee's clinic visit due to departmental conflict.

Prescription Medications

Generic medication will be distributed on-site.

Medical Excuses

Medical excuses received from the Clinic must be turned in to the employee's department manager up on return from the clinic. Medical excuses issued for more than 3 days must be turned into Personnel for a review on a case by case basis.

Medical Accommodations

Employees must obtain any medical accommodations from their general physician or specialist. Medical accommodations issued by the clinic must be reviewed on a case by case basis.

Approved _____

Health Assessment (Biometric Screenings) and Employee/Retiree Responsibility

Employees/retirees who want to participate in the Health and Wellness Incentive program are required to complete a biometric screening at the Annual Employee Health and Wellness Fair. Employees, retirees, and spouses may voluntarily participate in the biometric screening and health coaching program.

New hires will have 30 days from the date of hire to complete the biometric screening if he or she wants to receive the incentive.

If the employee/retiree decides not to participate in the biometric screening, the employee will not receive the incentive as outlined each year by the Baldwin County Commission.

Incentive

- Employees/retirees who participate in the biometric screening as outlined above, will receive a $30 per month reduction in health insurance premiums for the plan year (December - November).
- Employees/retirees who do not participate in the biometric screening as outlined above will not receive the $30 per month incentive for the plan year (December – November).
- Each year thereafter, the employee/retiree may choose to participate and not pay the additional $30 per month for the plan year (December – November).

Approved _____

Baldwin County Commission

Agenda Action Form

File #: 20-1544, **Version:** 1 **Item #:** BQ8

Meeting Type: BCC Regular Meeting
Meeting Date: 9/15/2020
Item Status: New
From: Deidra Hanak, Personnel Director
Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE
Personnel Department - Blue Cross Blue Shield Enrollment Agreement for 2021

STAFF RECOMMENDATION
Approve and authorize the Chairman to execute the attached Enrollment Agreement with Blue Cross Blue Shield of Alabama to be effective January 1, 2021.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Cobbs Allen, Broker of Choice, has monitored the health claims and has no recommended changes to current benefits on the Baldwin County Health Insurance.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

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

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

Additional instructions/notes: N/A

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BlueCross BlueShield of Alabama

An Independent Licensee of the Blue Cross and Blue Shield Association

Amendment to Enrollment Agreement

Customized BCBSAL Plan

Group Name:	Baldwin County Commission	**Financial:**	Self Funded
Group Number:	[redacted] | Baldwin County Commission	**Divisions:**	All
Corporate Code:	[redacted]	**Document Type:**	Renewal
Effective Date:	1/1/2020		

PHYSICAL ADDRESS

Address 1:	322 Courthouse Sq	**City:**	Bay Minette
Address 2:		**State:**	AL
County:	Baldwin	**Zip:**	36507-4809
County Code:	2		

BILLING ADDRESS

Address 1:	312 Courthouse Sq # 17	**City:**	Bay Minette
Address 2:		**State:**	AL
County:	baldwin	**Zip:**	36507-4809

GROUP CONTACTS

	Sal.	Name	Title	Telephone	Email
Billing:	MR	Bo Bonner		(251) 239-4304	bbonner@baldwincountyal.gov
Benefits:	MR	Bo Bonner		(251) 239-4304	bbonner@baldwincountyal.gov
Decision:	MS	Deidra Hanak		(251) 580-1663	dhanak@baldwincountyal.gov

BCBSAL REPRESENTATIVES

	Name	Telephone	Email
District Sales Rep:	Tim Hudnall	251/460-4499	thudnall@bcbsal.org
District Account Manager:	Will Lyles	251/533-6723	willlyles@bcbsal.org
District Service Rep:	Lewana Lewis Maidstone	251/943-9222	lmaidstone@bcbsal.org

County: baldwin
District Office: Mobile
Group IRS ID Number: [redacted]
Legal Plan Year Begins On:

Blue Cross and Blue Shield of Alabama's Identification Numbers

National Association of Insurance Commissioners [redacted]
Employer Identification Number [redacted]

Grandfathered Status

Employer believes the plans are NOT grandfathered health plans under the Affordable Care Act.

Pharmacy Changes

Other Benefit Changes

Inter-Plan Programs

Other Blue Plan Value-Based Programs

Employer elects to participate in the Inter-Plan Value-Based Programs.

Special Instructions

Effective 1/1/2020, No changes.
PEPM Admin Fee = $61.40
Cobra Rates will be determined via a letter from the group at a later date.

All other arrangements remain the same.

Riders and codes are for internal use only.

	Will Lyles
Customer Signature Authorized Representative	Blue Cross and Blue Shield of Alabama Representative
	DAM
Title	Title
	7/24/2019
Date	Date

Baldwin County Commission

Agenda Action Form

File #: 20-1517, **Version:** 1 **Item #:** BR1

Meeting Type: BCC Regular Meeting
Meeting Date: 9/15/2020
Item Status: New
From: Linda Lee, Planner
Submitted by: Linda Lee, Planner

ITEM TITLE
Baldwin County Commission District No. 4 Planning (Zoning) District Board of Adjustment (Greater South Baldwin County Area) - Board Appointment

STAFF RECOMMENDATION
Related to the Baldwin County Commission District No. 4 Planning (Zoning) District Board of Adjustment (Greater South Baldwin County Area) take the following action:

1) Appoint Mr. John Paul Hilderbrandt as a regular member (Planning District 33 designee), to fill the place seat formerly held by Mr. Hilderbrandt, for a pro-rata reduced three (3) year term, said term commencing September 15, 2020, and expiring on June 20, 2022.

BACKGROUND INFORMATION

Previous Commission action/date: October 1, 2019 - Last BCC action

Background:

Section 45-2-261 though Section 45-2-261.28 of the Code of Alabama 1975 (Baldwin County's enabling planning and zoning local legislation), sets forth, among other numerous things, the background on, and authority of, Board(s) of Adjustment. The last amendments to the aforementioned law were adopted by the Alabama Legislature through Act No. 2017-719 during the 2010 Regular Session of the Alabama Legislature.

The appointment processes related to the Boards of Adjustment as set forth in the aforementioned Alabama law are as follows:

Establishment: "The Baldwin County Commission shall provide for the appointment of boards of adjustment…[to,] …in appropriate cases and subject to appropriate conditions and safeguards… make special exceptions to the terms of the ordinances and regulations…"

Number/Geographic Boundaries: "Four district boards of adjustment shall be appointed by the Baldwin County Commission with the same boundaries as the county commission districts as currently provided for by law…"

Jurisdiction: “If a planning district is in more than one commission district, the board of adjustment for the planning district shall be the board of adjustment for the county commission district which contains the greatest part of the planning district.”

Composition: “Each board of adjustment shall consist of not less than three and not more than the same number of regular members as the number of planning districts within the jurisdiction of a board of adjustment.”

“The board of adjustment for each county commission district shall be composed of at least one member from each planning district and shall reflect as nearly as practical the diversity of land use in the commission district.”

Qualifications: “Each member of a board of adjustment shall be qualified elector of a planning district within the territory of the respective board of adjustment.”

“Not more than one member of a board of adjustment shall be directly engaged in real estate sales, development, or construction or a directly related field.”

Terms of Office: (Regular Members) “Each regular member shall be appointed for a term of three years in such manner to serve staggered terms. A regular member shall continue service until a successor is duly appointed.”

(Alternate Members) “In addition to the regular members provided for in this section, one alternate member for each regular member shall be appointed to serve on each board of adjustment only in the absence of the regular member for the place for which he or she was appointed an alternate and while serving shall have and exercise authority if a regular member. The alternate member shall have the same qualifications as a regular member and shall serve for a term concurrent with the regular member for the district.”

Removal: “Members of each board of adjustment may be removed for cause by the Baldwin County Commission upon written chargers and after a public hearing.”

Vacancies: “Vacancies shall be filled for the unexpired term of any member whose term becomes vacant.”

Initial Appointment: ‘The initial appointment of members of boards of adjustment and the alternates provided by Act 2006-609 shall be from nominations by the boards of adjustment of the local planning districts on Aril 26, 2006.”

This requirement only applies to the initial appointment of the boards of adjustment. After the terms expire, the Baldwin County Commission may appoint persons meeting the appropriate qualifications

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

N/A

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration

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

Mr. John Paul Hilderbrandt
33080 Antietam Road
Lillian, AL 36549

cc: Linda Lee
Vince Jackson

Additional instructions/notes: N/A

BALDWIN COUNTY COMMISSION DISTRICT NO. 4 PLANNING (ZONING) DISTRICT BOARD OF ADJUSTMENT
[Greater South Baldwin County area]

APPOINTMENT CHECKLIST

Name (required)	John Paul Hilderbrandt
Address (required)	33080 Antietam Road Lillian, AL 36549
Phone (optional)	
Email (optional)	

All Members Must Meet the Following Requirements Prior To Being Appointed

✓	1. Must be qualified electors of their respective Planning Districts within the territory of the Board of Adjustment and shall reflect as nearly as practical the diversity of land use in County Commission District No. 4. – Verified through voter registration and planning district 33 map.
✓	2. No more than one (1) member of the Board of Adjustment shall be directly engaged in real estate sales, development or construction or a directly related field. – Verified through signed certification

CERTIFICATION OF

BOARD OF ADJUSTMENT

MEMBER

The *Code of Alabama, 1975, Section 45-2-261.10* specifically prohibits the following from serving on County Boards of Adjustment:

Not more than one (1) member of a Board of Adjustment shall be directly engaged in real estate sales, development, or construction or any directly related field.

(This pertains to both regular and alternate members combined)

Please check all that apply:

_____I am actively engaged in real estate sales and hold a real estate and/or broker license.

_____I am actively engaged in development (land developer).

_____I am actively engaged in construction (contractor's license).

✓ I am **NOT** actively engaged in any of the above or any related field.

I hereby certify with my signature that I am eligible to be a member of the Board of Adjustment for the Baldwin County Commission (Planning and Zoning) in that I meet the qualifications established by the *Code of Alabama, 1975, Section 45-2-261.10*.

John Hilderbrandt

Name (*Please Print*)

John Paul Hilderbrandt

Signature

August 9, 2020

Date

Updated: February, 2012

BALDWIN COUNTY COMMISSION DISTRICT #4 PLANNING (ZONING) DISTRICT BOARD OF ADJUSTMENT
[Greater South Baldwin County Area]

General Board Information:

Appointed by Baldwin County Commission.

Board of Adjustment shall consist of not less than three Regular members (and three corresponding Alternate members) and not more than the same number of Regular members (and corresponding number of Alternate members) as the number of zoned Planning Districts within the jurisdiction of the Board of Adjustment. *Note: as of June 23, 2006, as amended on November 21, 2006, the jurisdiction of this Board of Adjustment includes Planning Districts 20, 21, 22, 23, 24, 25, 27, 29, 30, 32 and 33; however, as of June 23, 2006, as amended on November 21, 2006, and of said aforementioned Planning Districts, only the following are zoned Planning Districts at this time: 20, 21, 22, 23, 24, 25, 29, 30, 32 and 33.*

At least one Regular member (and corresponding Alternate member) shall be from each Planning District within the jurisdiction of the Board of Adjustment.

Term of each Regular member (and corresponding Alternate member) is three (3) years with each respective term of office corresponding exactly for each Planning District representative (i.e. each corresponding Planning District Regular and Alternate member has the exact same term of office). *Note: Upon the initial appointment of members at the June 20, 2006, regular meeting, many membership slots on this Board of Adjustment were staggered as required by Act No. 2006-609.*

All members must be qualified electors of their respective Planning Districts within the territory of the Board of Adjustment and shall reflect as nearly as practical the diversity of land use in County Commission District No. 4.

No more than one (1) member of the Board of Adjustment shall be directly engaged in real estate sales, development or construction or a directly related field.

Statutory Authority - Act No. 91-719, as amended by Act No. 93-668, as amended by Act No. 98-665, as amended by Act No. 2006-609, as amended by Act No. 2010-719.

PLANNING DISTRICT	MEMBERS	APPOINTED/REAPPOINTED	TERM OF OFFICE	EXP. DATE
REGULAR Planning District 20 Designee	Samuel Sterling Mitchell, III Post Office Box 533 Magnolia Springs, AL 36555 REGISTERED VOTER NOT INVOLVED IN REAL ESTATE, DEVELOPMENT OR CONSTRUCTION	Reappointed 10/16/2018 as regular member, said term continuing from 06/20/2018	3 years	06/20/2021
ALTERNATE Planning District 20 Designee	**VACANT**	Vacant due to the appointment of Samuel Sterling Mitchell, III, as a regular member on 03/01/2016	3 years	06/20/2015
REGULAR Planning District 21 Designee	James Koeppen 17158 Cold Mill Loop Foley, AL 36535 REGISTERED VOTER NOT INVOLVED IN REAL ESTATE, DEVELOPMENT OR CONSTRUCTION	Appointed 10/16/2018 as a regular member to the place seat formerly held by Janet M. Lipscomb for a pro-rata reduced term 10/16/2018 Accepted the resignation of Janet M. Lipscomb as a regular member and thanked her for her prior civic service	3 years	02/17/2021
ALTERNATE Planning District 21 Designee	Michael G. Swansburg Post Office Box 711 (Mailing Address) Foley, AL 36536 REGISTERED VOTER NOT INVOLVED IN REAL ESTATE, DEVELOPMENT OR CONSTRUCTION	Appointed 11/05/2019 to fill the vacant place-seat formerly held by James Edward Sullivan, Jr. for a pro-rata reduced term	3 years	02/17/2021

BALDWIN COUNTY COMMISSION DISTRICT #4 PLANNING (ZONING) DISTRICT BOARD OF ADJUSTMENT – Cont.

PLANNING DISTRICT	MEMBERS	APPOINTED/REAPPOINTED	TERM OF OFFICE	EXP. DATE
REGULAR Planning District 22 Designee	**VACANT**	06/19/2018 Accepted the resignation of Van McCamish and thanked him for his prior civic service	3 years	06/20/2018
ALTERNATE Planning District 22 Designee	Jack Danley 26188 Chatelaine Road Elberta, AL 36530 REGISTERED VOTER NOT INVOLVED IN REAL ESTATE, DEVELOPMENT OR CONSTRUCTION	Appointed 03/01/2016 to fill the place seat formerly held by Van McCamish for a pro-rata reduced term	3 years	06/20/2018
REGULAR Planning District 23 Designee	Robert E. Broseus 1876 Princess Lane Lillian, AL 36549 REGISTERED VOTER NOT INVOLVED IN REAL ESTATE, DEVELOPMENT OR CONSTRUCTION	Reappointed 07/16/2019 term continuing from 06/20/2019	3 years	06/20/2022
ALTERNATE Planning District 23 Designee	**VACANT**	Vacant due to James H. Compton's term expiring 06/20/2013	3 years	06/20/2013
REGULAR Planning District 24 Designee	Stuart Paul Arnold P.O. Box 399 Orange Beach, AL 36561 REGISTERED VOTER NOT INVOLVED IN REAL ESTATE, DEVELOPMENT OR CONSTRUCTION	Reappointed 10/16/2018 as a regular member, term continuing from 06/20/2018	3 years	06/20/2021
ALTERNATE Planning District 24 Designee	Theron I. V. Mashburn 30730 River Road Orange Beach, AL 36561 REGISTERED VOTER NOT INVOLVED IN REAL ESTATE, DEVELOPMENT OR CONSTRUCTION	Reappointed 10/16/2018 as an alternate member (term to coincide with the term of Stuart Paul Arnold), term continuing from 06/20/2018	3 years	06/20/2021
REGULAR Planning District 25 Designee	Ernest Church 5601 State Highway 180 #4 Gulf Shores, AL 36542 REGISTERED VOTER NOT INVOLVED IN REAL ESTATE, DEVELOPMENT OR CONSTRUCTION	Reappointed 10/03/2017 for a pro-rata reduced term	3 years	06/20/2020
ALTERNATE Planning District 25 Designee	Vicki Matranga 402 Veterans Road Gulf Shores, AL 36542 REGISTERED VOTER NOT INVOLVED IN REAL ESTATE, DEVELOPMENT OR CONSTRUCTION	Reappointed 10/03/2017 for a pro-rata reduced term	3 years	06/20/2020

BALDWIN COUNTY COMMISSION DISTRICT #4 PLANNING (ZONING) DISTRICT BOARD OF ADJUSTMENT – Cont.

PLANNING DISTRICT	MEMBERS	APPOINTED/REAPPOINTED	TERM OF OFFICE	EXP. DATE
REGULAR Planning District 29 Designee	**VACANT**	01/07/2020 Accepted the resignation of JoAnn Bodree, effective 12/10/2019, and thanked her for her prior civic service	3 years	06/20/2020
ALTERNATE Planning District 29 Designee	**VACANT**	07/16/2019, removed the name of Hugh William Helms from the board	3 years	06/20/2020
REGULAR Planning District 30 Designee	**VACANT**	10/01/2019, Accepted the resignation of Onva Younnie Veal, effective 08/04/2019, and thanked her for her prior civic service	3 years	06/20/2020
ALTERNATE Planning District 30 Designee	Harold M. Stephens 9408 Clarke Ridge Road Foley, AL 36535 REGISTERED VOTER NOT INVOLVED IN REAL ESTATE, DEVELOPMENT OR CONSTRUCTION	Reappointed 10/03/2017 for a pro-rata reduced term	3 years	06/20/2020
REGULAR Planning District 32 Designee	Johanna W. Moloney 6587 County Road 95 South Elberta, AL 36530 REGISTERED VOTER NOT INVOLVED IN REAL ESTATE, DEVELOPMENT OR CONSTRUCTION	Reappointed 07/16/2019 term continuing from 06/20/2019	3 years	06/20/2022
ALTERNATE Planning District 32 Designee	**VACANT**	Vacant due to Johanna W. Moloney being appointed as Regular Member on 09/03/2013	3 years	06/20/2013
REGULAR Planning District 33 Designee	**VACANT**	10/01/2019, Accepted the resignation of John Paul Hilderbrandt, effective 09/13/2019, and thanked him for his prior civic service	3 years	06/20/2022
ALTERNATE Planning District 33 Designee	**VACANT**	Accepted the resignation of Arthur Stallings 09/03/2013	3 years	06/20/2013

*The original members of the Baldwin County Commission District No. 4 Planning (Zoning) District Board of Adjustment were formally appointed during the June 20, 2006, BCC Meeting.

*During the June 20, 2006, BCC Meeting, the Commission also acknowledged for the record of the official minutes that, by operation of Act No. 2006-609 and on April 26, 2006, the individual Planning Zoning) District Boards of Adjustment for Planning (Zoning) Districts 20, 22, 23, 24, 25, 29, 30, 32 and 33, stand dissolved.

REVISED: 01/07/2020 me

Baldwin County Commission

Agenda Action Form

File #: 20-1563, **Version:** 1 **Item #:** BR2

Meeting Type: BCC Regular Meeting
Meeting Date: 9/15/2020
Item Status: New
From: Vince Jackson, Development Review Planner
Submitted by: Vince Jackson, Development Review Planner

ITEM TITLE
Proposed Amendments to the Text of the Baldwin County Zoning Ordinance

STAFF RECOMMENDATION
Authorize the Planning and Zoning staff to start the amendment process and begin advertising proposed amendments to the text of the Baldwin County Zoning Ordinance.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Based on recent discussions, the need has arisen to address the provision off-street parking on parcels which are adjacent to the locations of principal uses in the TR, Tourist Resort District. The primary articles and sections affected would be Article 7, Article 15, Article 22 and Article 23. A draft is being prepared and will be forthcoming from staff.

Staff respectfully requests authorization to begin advertising the proposed amendments.
With the current schedule and deadlines, the proposed amendments will be taken to the Planning Commission in October and will be brought to the County Commission for a public hearing sometime in November. The full text of the amendments will be available prior to the Planning Commission meeting.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Planning and Zoning Department

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Prepare and submit required advertisements as well as drafts of the proposed text amendments.

Additional instructions/notes: N/A

Baldwin County Commission

Agenda Action Form

File #: 20-1398, **Version:** 1 **Item #:** CA1

Meeting Type: BCC Regular Meeting
Meeting Date: 9/15/2020
Item Status: New
From: Wayne Dyess, County Administrator
Submitted by: Anu Gary, Admin. Services Manager

ITEM TITLE
*Adoption of Baldwin County Strategic Plan

STAFF RECOMMENDATION
Approve and adopt the Baldwin County Commission Strategic Plan.

BACKGROUND INFORMATION

Previous Commission action/date: See below.

Background:
After the Strategic Plan Conference in June 2020, additional strategic planning meetings were held during the week of July 27-31, 2020, with working groups comprised of County staff and various County leaders and stakeholders.

At this time, the Baldwin County Strategic Plan has been finalized and staff will be presenting the new Baldwin County Strategic Plan during the September 15, 2020, Commission meeting.

GENERAL BACKGROUND - STRATEGIC PLAN PROCESS AND PREVIOUS APPROVALS

05/21/2019 BCC Regular Meeting: Authorized staff to prepare Request for Proposals (RFP) for the development of a new Baldwin County Strategic Plan and advertise said RFP.

10/15/2019 BCC Regular Meeting: Authorized staff to begin negotiations with Managing Results, LLC.

12/17/2019 BCC Regular Meeting: Approved the Contract with Managing Results, LLC, in the amount of $125,409.00 for the development of the new Strategic Plan.

06/2/2020 BCC Regular Meeting: Approved the Baldwin County Strategic Plan Conference to be held on June 24-25, 2020 at The Lodge at Gulf State Park in Gulf Shores, Alabama.

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: Implementation of Strategic Plan will follow, County Administrator will update Commission on progress of each goal set.

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

Additional instructions/notes: N/A



BALDWIN COUNTY, ALABAMA

Vision:

Baldwin County, a place where you'll find opportunity, recreation and culture
now and for generations to come.

Mission:

The mission of the Baldwin County Commission is to provide customer-focused services
to people who live, work and visit Baldwin County so they can enjoy a safe and thriving community
and experience our unique heritage and natural resources.

Strategic Priorities



Growth & Infrastructure Balance



Public Safety



Economic Prosperity & Workforce



Protecting the Natural Environment



County Government

GROWTH & INFRASTRUCTURE BALANCE

Growth in population will continue because of the high quality of life available here in Baldwin County. To maintain our high quality of life, however, it is essential that transportation and economic development infrastructure, such as high-speed internet, keep pace with the growth in the number of people living and visiting here.

This well-planned balance will continue to be the focus of the County Commission and will be accomplished through the following results:



- By 2025, all residents and businesses of Baldwin County will have the ability to access consistent high-speed internet.

- By 2022, residents will experience a well-planned set of new and improved roads for local travel that will alleviate traffic congestion on arterials.

- By 2025-2027, residents and visitors will experience reduced congestion with the completion of the Baldwin Beach Express #2 (BBE2).

- By December 31, 2022, property owners, municipalities and schools will experience a Comprehensive Land Use Plan that ensures consistency between the County and Municipalities, encourages predictability in the development process, and creates and fosters a coordinated vision and goals with cities while respecting the citizen-driven zoning process.

- By 2025, the community will experience increased water access with parking throughout the County, as evidenced by:
  - Additional water access points with parking
  - Upgrades to existing water access points

Public Safety

Growth in population will continue because of the high quality of life available here in Baldwin County. To maintain our high quality of life, however, it is essential that transportation and economic development infrastructure, such as high-speed internet, keep pace with the growth in the number of people living and visiting here.

This well-planned balance will continue to be the focus of the County Commission and will be accomplished through the following results:



- By 2025-2026, Baldwin County will experience improved public safety through the building and completion of the Baldwin County Sheriff's Office Tower B.
- By 2025, Baldwin County will experience increased efficiencies and reduced incarceration times for those committing minor offenses as the result of the completion of a southern satellite booking center.
- By December 31, 2021, Baldwin County will experience increased capacity to safely hold juvenile offenders with the expansion of 10-20 beds in the Juvenile Detention Center.
- By 2025, Baldwin County will experience a Coroner's Office that is better aligned with the County's functional population and better able to handle a mass casualty event.
- By 2022, Baldwin County will have completed a Threat Hazard Identification Risk Assessment (THIRA) and a corresponding Emergency Operations Plan (EOP).

Economic Prosperity & Workforce

The County is committed to building a vibrant prosperous local economy. While tourism will continue to be an important aspect of our economy, the County also seeks to bring into the South Alabama Mega Site businesses in other industries like logistics, aerospace, automotive, healthcare and distribution offering wages which sustain families and communities. Likewise, the County is committed to building a workforce to support those same industries. To strengthen our economic development initiatives, the County will focus on the following results:



- By 2025, Baldwin County will experience (1) or more sizable industries locating operations at the South Alabama Mega Site.
- By 2026, Baldwin County will experience an adequately trained workforce in the areas of Logistics and Transportation, Aerospace, Automotive, Healthcare and Distribution.
- By 2025, Baldwin County residents and visitors will experience the full development and marketing of Live Oak Landing and Bicentennial Park.

Protecting the Natural Environment

Protecting our precious natural environment is the responsibility of everyone - residents, businesses, government, and visitors. Our future and that of our children depends on us doing this important work. The County will take a leadership role to protect our natural environment by achieving the following results:



- By 2022, the community will experience a reduction in runoff and flooding through the implementation of a regional retention system for stormwater.
- By 2021, the County in partnership with the District Attorney's Office, will participate in environmental investigations focused on the reduction of environmental crimes.
- By 2021, the community will experience increased 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.

County Government

Tax paying residents and businesses will experience an accountable and transparent County government focused on responsive customer service as evidenced by the following results:



- Beginning in October 2021, Baldwin County residents will experience increased transparency and accountability with the issuance of an Annual Performance Report.
- By November 2021, Baldwin County will experience a customer-focused and supportive County Organization culture through the implementation of an employee recognition program.
- By December 2021, community and citizen inquiries will receive a response or return phone call within 24-72 hours.
- By 2022, the community will experience enhanced service delivery through the initiation and continuation of regional partnerships with municipalities, adjoining Counties, Boards of Education, etc.

BALDWIN

COUNTY, ALABAMA

EST. 1809

Baldwin County Commission

Agenda Action Form

File #: 20-1480, **Version:** 1 **Item #:** DA1

Meeting Type: BCC Regular Meeting
Meeting Date: 9/15/2020
Item Status: New
From: Wayne Dyess, County Administrator
Submitted by: Victoria Key, Administrative Support Specialist

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ITEM TITLE
Case No. LV-20007 - Alcohol License Application for Bubblestone, LLC d/b/a Bubblestone

STAFF RECOMMENDATION
Consider the 160 - Special Retail - More Than 30 Days license application for Bubblestone, LLC d/b/a Bubblestone, located at 9315 D'Olive Road Spanish Fort , Alabama, 36527, and approve the issuance of said license by the Alabama Alcoholic Beverage Control (ABC) Board, if the public hearing does not reveal a legitimate reason to deny the application.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Staff has verified the applicant has a current business license, all sales tax requirements have been satisfied, and the Baldwin County Sheriff's Office does not oppose the issuance of this license.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? Yes

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up:

Correspondence to:

State of Alabama ABC Board
c/o Ms. Betty Dean
2715 Gunter Park Drive, West
Montgomery, Alabama 36109

Via email only: betty.dean@abc.alabama.gov
Cc:
Applicant, Laura Isenburg (via email only - laura.isenburg@gmail.com)

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

Additional instructions/notes: N/A

Monica English

From:	Monica English
Sent:	Thursday, August 13, 2020 12:38 PM
To:	laura.isenburg@gmail.com
Cc:	Joe Ryan; Barbara Pate; Vince Jackson; Celena Boykin; Betty Dean; ben.barrett@abc.alabama.gov; April Wallace; Anu Gary; Miranda N. McKinnon; Victoria Key; Monica English
Subject:	Public Hearing Date for ABC License Case No. LV-20007 - Bubblestone, LLC d/b/a Bubblestone
Attachments:	Legal Notice Gulf Coast News - 20180206 Revision.doc

Good afternoon,

Please see below the instructions for advertising your Public Hearing.

It is important that you contact the newspaper in a timely manner to meet the deadline schedule.

INSTRUCTIONS FOR ADVERTISING YOUR PUBLIC HEARING:

1. VERIFY THAT ALL INFORMATION LISTED BELOW IS CORRECT.
2. PRINT OUT THIS EMAIL AND THE ATTACHED LEGAL NOTICE FORM.
3. FILL OUT THE FORM AND TAKE THE EMAIL AND THE COMPLETED FORMS WITH YOU TO THE GULF COAST NEWSPAPERS, LOCATED AT 901 MCKENZIE STREET, FOLEY, ALABAMA. TEL (251) 943-2151.
4. THE ADVERTISEMENT(S) MUST BE PUBLISHED AS FOLLOWS: ONCE PER WEEK FOR THREE (3) CONSECUTIVE WEEKS PRIOR TO PUBLIC HEARING DATE

Via Email Only: Laura Isenburg, Applicant, laura.isenburg@gmail.com

Case Number:	LV-20007 – Bubblestone, LLC d/b/a Bubblestone
Location:	9315 D'Olive Road, Spanish Fort, Alabama 36527
License Type:	160 – Special Retail – More Than 30 Days
Public Hearing Date:	September 15, 2020

A **Public Hearing** has been established before the Baldwin County Commission for the above referenced License Application(s) on **September 15, 2020** at **8:30 AM** in the Chambers of the Baldwin County Administration Building, located at 322 Courthouse Square, Bay Minette, Alabama 36507.

If you have questions regarding this public hearing, please contact the Baldwin County Administration Department (Bay Minette Commission Office) at 251-937-0264.

You must obtain and provide an original proof of publication affidavit from the newspaper office to the County Commission Administration Office in Bay Minette on or before the public hearing date. A

copy of the affidavit is not sufficient and could delay your application process. Please be aware that you (or an authorized representative) must appear in person for the public hearing.

Thank you,
Monica

Monica S. English
Assistant Administrative Services Manager
Baldwin County Commission
monica.english@baldwincountyal.gov
(251) 580-1696
(251) 580-2500 (fax)



Baldwin County Commission
Location Verification Request
Baldwin County Planning and Zoning Department

Main Office Mailing Address
PO Box 220, Silverhill, AL 36576
Phone: (251) 580-1655 **Fax:** (251) 580-1656

Main Office Physical Address
22070 Hwy 59, Robertsdale, AL 36567
Phone: (251) 580-1655 **Fax:** (251) 580-1656

Foley Satellite Courthouse
201 East Section Street, Foley, AL 36535
Phone: (251) 972-8523 **Fax:** (251) 972-8520

Applicant Information

Name: Laura Isenburg D/B/A: Bubblestone LLC
Mailing Address: 9311 D'Olive Rd
City: Spanish Fort State: Al Zip code: 36527
Telephone: (251) 463 - 5457 Fax: (___) ___ - ___ e-mail: laura@izenstone.com

☑ *ABC License Application* **Site Information**

Business Name: Bubblestone LLC SPANISH FORT AL 36527-8520
E-911 Address of Site: 9311 D'OLIVE RD
Parcel ID Number: 05-32-02-10-0-000-006.001
parcel information must be completed
Proposed Use: bar service

Parcel ID number is listed on property tax receipts, or may be obtained from the Baldwin County Revenue Commission at its web site (www.revcomm.co.baldwin.al.us) or by calling (251)937-0245.

Laura Isenburg 7/23/2020
Signature of Applicant **Date**

☐ **City** ☑ **County**

Please be advised that this location verification is for informational purposes only. Specific uses for the zoning classification should be verified through the Baldwin County Zoning Ordinance and associated maps or through consultation with the Planning and Zoning staff at 580-1655.

Office Use Only

P&Z Verified By: Crystal Bates **Date:** 7-24-20
Case No. ZV - 200692 ☑ **Unzoned** ☐ **Zoned** **Zoning Classification:** ___
☐ **City Limits:** ___ **Planning District** 7
☐ **Permitted Use** ☐ **Not Permitted Use** **Fire District:** Stapleton 72
Comments: Unzone Planning District 7

B.C.C. ADMINISTRATION – Establishment of Public Hearings for Alcoholic Beverage Licenses

BALDWIN COUNTY COMMISSION

CONSENT FOR INSPECTION

I, Laura Isenburg, the owner or authorized agent for the owner of the premises located at 9315 D'Olive Road, Spanish Fort, AL 36527,

do hereby consent to the inspection of said premises and the posting of a public notice sign, by an employee of the Baldwin County Planning Department, Baldwin County, Alabama, in conjunction with application for an alcohol license, without further notice. I understand that the public signs are the property of the Baldwin County Commission and are only to be removed by an employee of the Baldwin County Commission.

Dated this 11 day of August, 2020.

Laura Isenburg — Signature of Owner or Authorized Agent

(251) 463-5457 — Telephone number

STATE OF ALABAMA

CONTROL NO. 1086669

BALDWIN COUNTY

LICENSE NO. 2009514

ACCOUNT NO. 71217

ISSUED TO:

BUBBLESTONE LLC
ISENBURG, ISEN
9315 D OLIVE RD
SPANISH FORT, AL 36527

LICENSE YEAR
2019-2020
~~1/2 Year~~

DATE ISSUED		
03	03	2020
MO.	DAY	YR.

LICENSE TYPE	
STORE LICENSE	X
CHAIN STORE LICENSE	
OCCUPATIONAL LICENSE	

BUSINESS LOCATION:
9315 D OLIVE RD
SPANISH FORT, AL 36527

EXPIRES
September 30, 2020
RENEW IN OCTOBER

RL:
U29 - #1086669 - T1 - P263990 - M1

SECTION	BUSINESS TYPE	License Amount	FEE	PENALTY	CITATION	INTEREST	TOTAL
~~315A~~	~~STORE LICENSE~~	0.50	1.00	0.00	0.00	0.00	1.50

TRANSFER OF LICENSE

Evidence having been adduced before me that a bona fide sale of the business licensed by this certificate has been made by licensee, this license is transferred to said purchaser.

Name of Purchaser

Issuing Authority

Kathleen D. Baxter
State Comptroller

Vernon Barnett
Commissioner of Revenue

HARRY D'OLIVE JR
Issuing Authority

	TOTAL	1.50
	MAIL FEE	0.00
	TOTAL WITH MAIL FEE	1.50

2020 - 2009514
3/3/2020 3:18:00 PM
U29 - #1086669
T1 - P263990 - M1

BUBBLESTONE LLC
ISENBURG, ISEN
9315 D OLIVE RD
SPANISH FORT, AL 36527

OFFICE OF SHERIFF

BALDWIN COUNTY, ALABAMA
SHERIFF HUEY HOSS MACK

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

TO: Baldwin County Commission

FROM: Anthony Lowery
Chief Deputy

Date: August 11, 2020

Subject: Alcoholic Beverage License
Bubblestone LLC
D.B.A Bubblestone
Location: 9315 D'Olive Rd. Spanish Fort, AL 36527
Mailing: 9311 D'Olive Rd. Spanish Fort, AL 36527

APPLICANT: Laura Anne Isenburg

Based on information provided to the Baldwin County Sheriff's Office in the above referenced license application we do not oppose issuance of the license.

AL/BL

FOOD PERMIT

Baldwin

COUNTY

Food Service Establishment
Priority Category 3

FS-5910

PERMIT NUMBER

Bubblestone LLC

BUSINESS OWNER OR AUTHORIZED AGENT
IS HEREBY PERMITTED TO MAINTAIN AND OPERATE
Bubblestone LLC

ESTABLISHMENT
LOCATED AT

9315 D'Olive Road | **Spanish Fort** | **36527-**

STREET | CITY OR TOWN | ZIP

THIS PERMIT SIGNIFIES COMPLIANCE ON THE DATE OF ISSUE WITH THE ALABAMA DEPARTMENT OF PUBLIC HEALTH RULES FOR

Rules for Food Service Sanitation - 420-3-22

PURSUANT TO ALABAMA LAW (SECTION 22-20-5 CODE OF ALABAMA, 1975) AND IS VALID UNTIL PERMIT EXPIRES, IS SUSPENDED OR REVOKED.

06/09/20
Date issued

09/30/20
Expiration Date

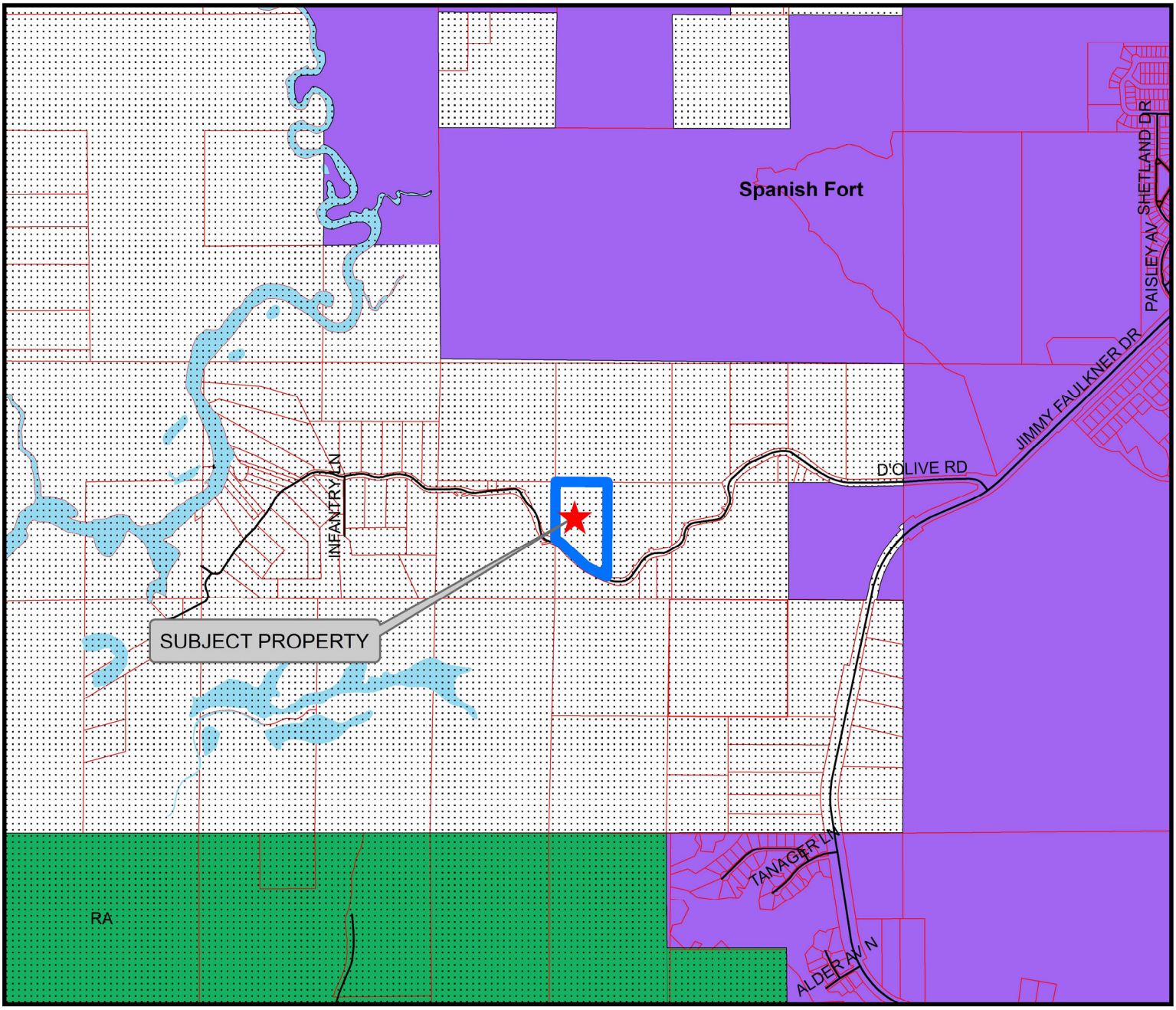
Scott Harris, MD

Scott Harris, M.D., M.P.H.
State Health Officer

Local or District Health Official

Display for public view - not transferable

ADPH-FLP-102L.01.2020



BALDWIN COUNTY COMMISSION
PLANNING AND ZONING DEPARTMENT

BUBBLESTONE, LLC dba BUBBLESTONE
9315 D'OLIVE RD, SPANISH FORT, AL 36527
ABC LICENSE

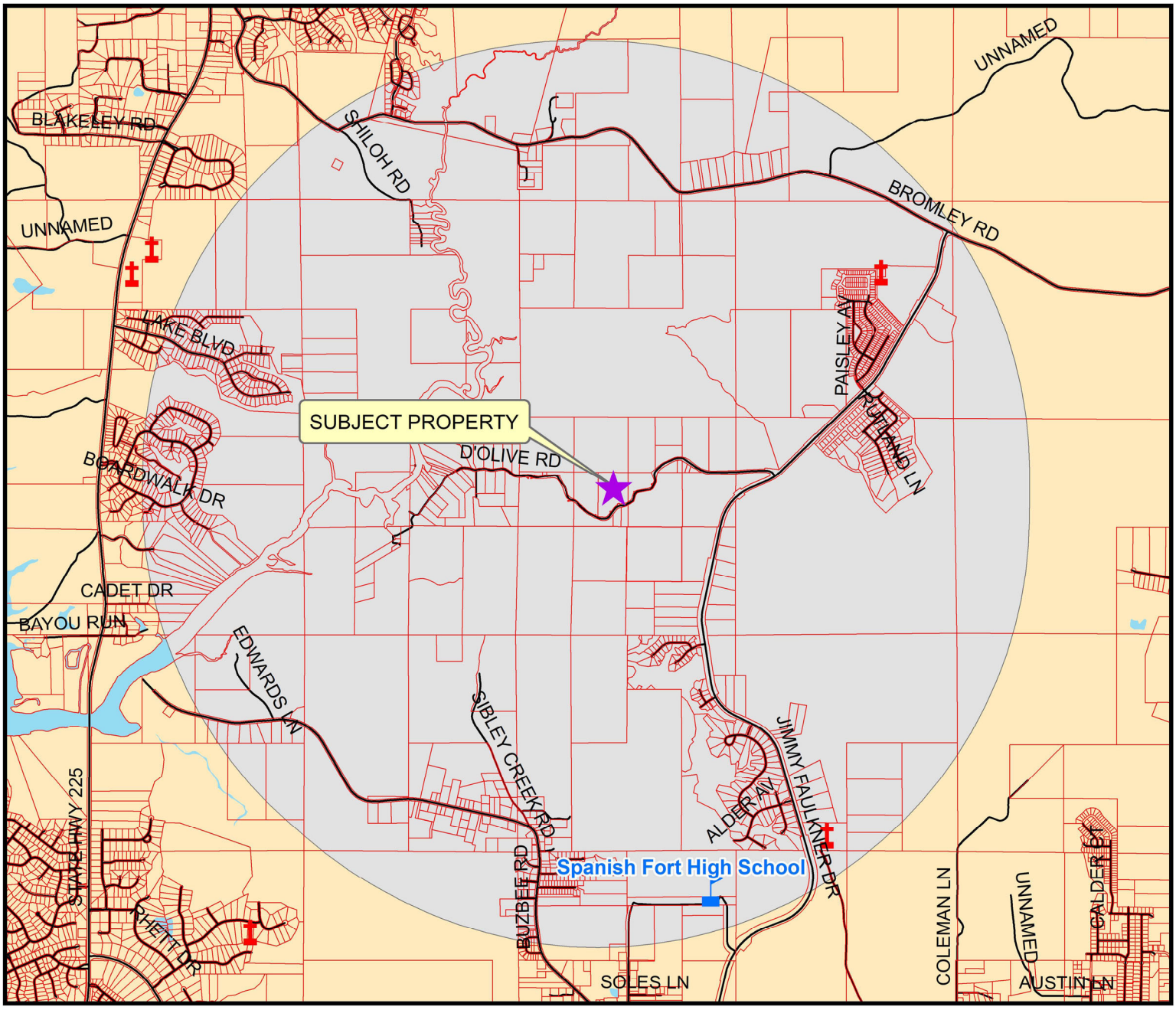
0 900 1,800 3,600 Feet

- Place of Worship
- School Locations
- Unincorporated Baldwin County
- Roads
- Water
- Parcels
- City Limits
- Rural District (RR)
- Rural Agricultural District (RA)
- Conservation Resource District (CR)
- Residential Single Family Estate District (RSF-E)
- Residential Single Family District (RSF-1)
- Residential Single Family District (RSF-2)
- Residential Single Family District (RSF-3)
- Residential Single Family District (RSF-4)
- Residential Two Family District (RTF-4)
- Residential Single Family District (RSF-6)
- Residential Two Family District (RTF-6)
- Residential Multiple Family District (RMF-6)
- Residential Manufactured Housing Park District (RMH)
- Marine Recreation District (MR)
- Outdoor Recreation District (OR)
- Tourist Resort District (TR)
- Professional Business District (B-1)
- Neighborhood Business District (B-2)
- General Business District (B-3)
- Major Commercial District (B-4)
- Light Industrial District (M-1)
- General Industrial District (M-2)

Locator Map



The information contained in this representation of digital data distributed by the Baldwin County Commission's Planning and Zoning Department is derived from a variety of public and private sources and is considered to be dependable. However, the accuracy, completeness, and currency thereof are not guaranteed. The Baldwin County Commission makes no warranties, expressed or implied, as to the accuracy, completeness, currency, reliability, or suitability of information or data contained in or generated from the County Geographic Database for any particular purpose. Additionally, the Baldwin County Commission or any agent, servant, or employee thereof assume no liability associated with the use of this data, and assume no responsibility to maintain it in any matter or form. For more information concerning this map call 251.580.1655.



BALDWIN COUNTY COMMISSION
PLANNING AND ZONING DEPARTMENT

BUBBLESTONE, LLC dba BUBBLESTONE
9315 D'OLIVE RD, SPANISH FORT, AL 36527
ABC LICENSE

- Place of Worship
- School Locations
- Parcels
- Roads
- 2-Mile Buffer

0 0.5 1 2 Miles

Locator Map



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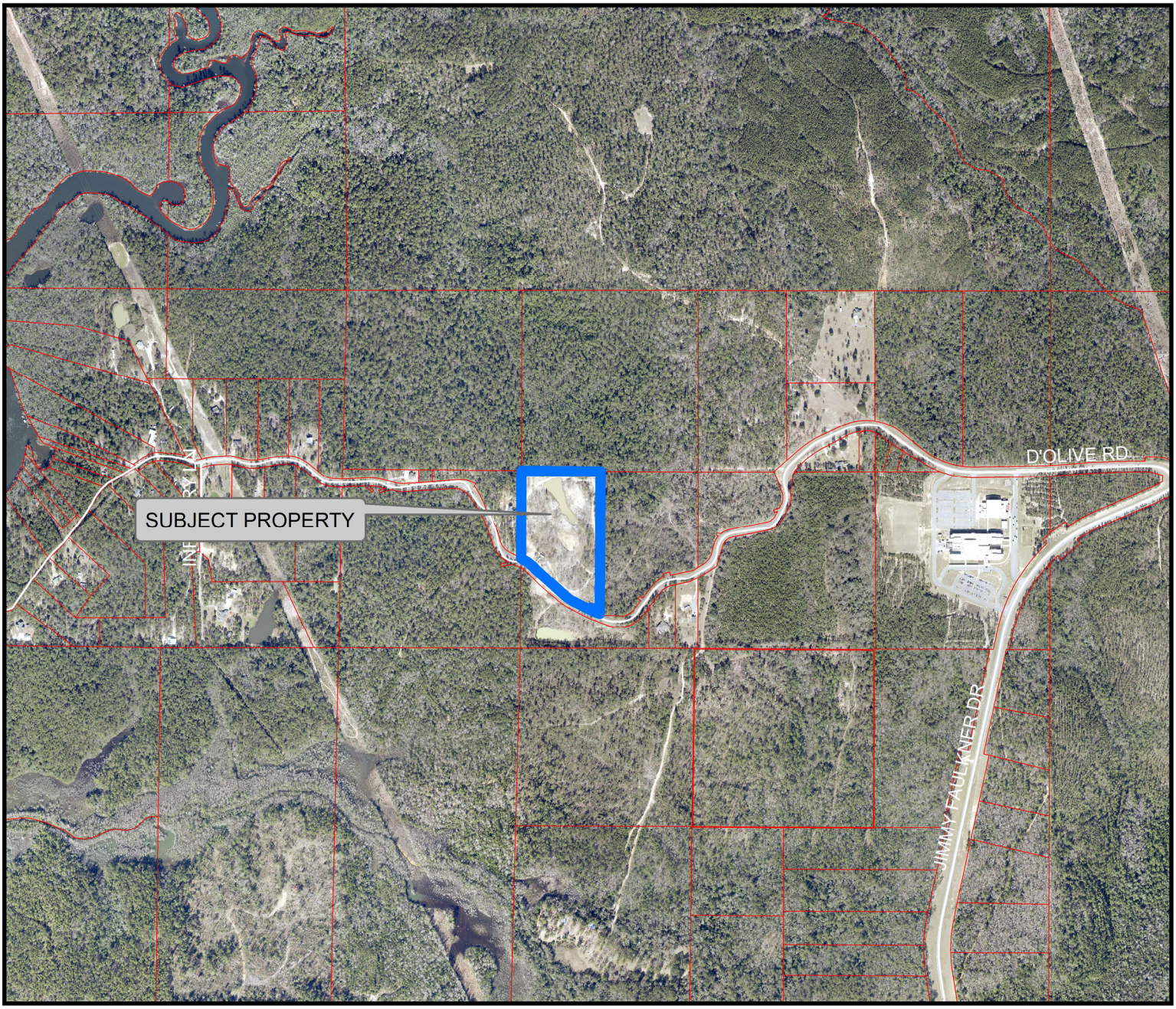


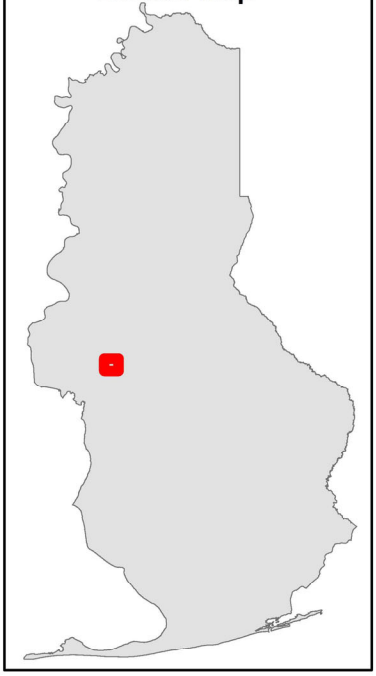
BALDWIN COUNTY COMMISSION
PLANNING AND ZONING DEPARTMENT

BUBBLESTONE, LLC dba BUBBLESTONE
9315 D'OLIVE RD, SPANISH FORT, AL 36527
ABC LICENSE

0 750 1,500 3,000 Feet

- Place of Worship
- School Locations
- Roads
- Parcels

Locator Map



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ALCOHOL BEVERAGE
LICENSE APPLIED FOR
Case Number
LV-20007
For Information Contact
Baldwin County Commission
Administration Department
(251) 937-0264
08/18/2020

GULF COAST MEDIA
A DIVISION OF OPC NEWS, LLC
PO BOX 1677 • SUMTER, SC 29150

FOLEY 251.943.2151
The Courier – The Islander
The Onlooker
The Baldwin Times

LEGAL REP -
251-345-6805

PROOF OF PUBLICATION
STATE OF ALABAMA • BALDWIN COUNTY

Before me, the undersigned authority in and for said County, in said State, personally appeared April M. Perry who, by me duly sworn, deposes and says that: she is the Legal Representative of the following newspaper listed below, a newspaper of GENERAL CIRCULATION, PUBLISHED and PRINTED in Baldwin County, Alabama, and that there was published in The Courier, The Islander, The Onlooker, & or The Baldwin Times in the issue/s of:

08/21/2020, 08/28/2020, 09/04/2020

a legal notice, a copy of which is hereto attached. The sum charged by the Newspaper for said publication does not exceed the lowest classified rate paid by commercial customers for an advertisement of similar size and frequency in the same newspaper(s) in which the public notice appeared.

There are no agreements between the Newspaper and the officer or attorney charged with the duty of placing the attached legal advertising notices whereby any advantage, gain or profit accrued to said officer or attorney.

X April M. Perry
April M. Perry, Legal Ad Representative

X Amber Kimbler
Amber Kimbler, Notary Public
Baldwin County, Alabama
My commission expires April 10, 2022

AMBER KIMBLER
My Commission Expires
April 10, 2022

Sworn and subscribed to on 09/04/2020.

LAURA ISENBURG -- LEGAL ACCOUNT

Acct#: 1000381

Ad#: 315059

LL: Bubblestone Visa Approval #22957290171148

Amount of Ad: $140.00

Legal File# LL: Bubblestone

LEGAL NOTICE
NOTICE OF PENDING APPLICATION FOR APPROVAL OF ISSUANCE OF ALCOHOLIC BEVERAGE LICENSE

Notice is hereby given that Laura Isenburg has requested that the Baldwin County Commission approve the issuance of 160-Special Retail- More than 30 days Liquor alcoholic beverage license(s) by the Alabama Alcoholic Beverage Control (ABC) Board and that the 15th day of September, 2020 at 8:30 o'clock A.M. has been set for a public hearing thereof in the Baldwin County Commission Chambers, Baldwin County Administration Building, as located at 322 Courthouse Square, Bay Minette, Alabama 36507.

The name and exact location of the business being Bubblestone, LLC d/b/a Bubblestone located at 9315 D'Olive Road, Spanish Fort, Alabama 36527.

At the public hearing, any interested person may appear at said time and place to be heard either in support of or in opposition to the granting by the Baldwin County Commission of such approval.

August 21-28; September 4, 2020

Baldwin County Commission

Agenda Action Form

File #: 20-1442, **Version:** 1 **Item #:** DF1

Meeting Type: BCC Regular Meeting
Meeting Date: 9/15/2020
Item Status: New
From: Eddie Harper, Building Official
Submitted by: Mindy Smith, Permit Administrator

ITEM TITLE
*Amendment to the Baldwin County Building Department Fee Schedule

STAFF RECOMMENDATION
Adopt Resolution #2020-120, which amends Resolution #2012-042, amending the previously adopted Baldwin County Building Department Fee Schedule. The new fee schedule will be effective October 1,2020.

BACKGROUND INFORMATION

Previous Commission action/date: June 5, 2012.

Background:
The current Baldwin County Building Inspection Department Fee Schedule was originally adopted by the Commission on November 21, 2006, and was last amended on June 5, 2012, by Resolution #2012-042.

A public hearing will be held on September 15, 2020, during the regular scheduled Commission Meeting.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: Reviewed by Brad Hicks, County Attorney, 09/08/20.

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? Yes. Proof of Publication is attached.

All advertising requirements have been fulfilled. The noticed advertising ran once a week for four weeks (August 12, 19, and 26, 2020 and September 2, 2020).

If the proof of publication affidavit is not attached, list the reason: Will be presented at meeting.

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Chairman to sign Resolution #2020-120; Administration staff to send a copy of signed Resolution #2020-120 to Mindy Smith, who will notify all offices of the newly adopted fee schedule.

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 #2020-120
OF THE
BALDWIN COUNTY COMMISSION

AMENDING RESOLUTION #2012-042 OF THE BALDWIN COUNTY COMMISSION (ADOPTED JUNE 5, 2012, REGULAR MEETING), RELATING TO BUILDING LAWS AND CODES IN BALDWIN COUNTY TO SPECIFICALLY AMEND THE BALDWIN COUNTY BUILDING DEPARTMENT FEE SCHEDULE.

WHEREAS, on June 5, 2012, the Baldwin County Commission adopted Resolution #2012-042 which authorized the amendment of the Baldwin County Building Department Fee Schedule;

WHEREAS, the Baldwin County Commission recognizes specific authority at Section 41-9-166 of the Code of Alabama, 1975, and broad authority provided at Section 34-14A-12 of the Code of Alabama, 1975, within the General Laws of the State of Alabama as relates to the amendment of said building laws and codes;

WHEREAS, applying the public notice and advertising requirements set forth at Section 41- 9-166 of the Code of Alabama, 1975, as Section 34-14A-12 of the Code of Alabama, 1975, remains silent in relation to the same, and after the required four weeks public notification period as set forth by said Section 41-9-166 of the Code of Alabama, 1975, the Baldwin County Commission conducted a public hearing on September 15, 2020, as relates to the amendment of the building laws and codes; and

WHEREAS, this instrument authorizes only the amendment of the Baldwin County Building Department Fee Schedule and does not affect any other of the remaining portions of the building laws and codes contained within Resolution #2012-042; now therefore

BE IT RESOLVED AND ORDAINED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, that, by this instrument, a resolution and ordinance of the governing body of Baldwin County, Alabama, and in the interest of the health, safety and welfare of the general public, we hereby adopt, effective October 1, 2020, the amendment to the Baldwin County Building Department Fee Schedule attached as ***Exhibit "A"***.

FURTHER, BE IT RESOLVED AND ORDAINED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, that, by this instrument, a resolution and ordinance of the governing body of Baldwin County, Alabama, the prior Baldwin County Building Department Fee Schedule adopted by *Resolution #2012-042*, shall be amended as set forth herein commencing October 1, 2020.

DONE, Under the Seal of the County Commission of Baldwin County, Alabama, on this the 15th day of September 2020.

_____
Commissioner Billie Jo Underwood, Chairman

ATTEST:

_____
Wayne A. Dyess, County Administrator

STATE OF ALABAMA)

COUNTY OF BALDWIN)

RESOLUTION #2012-042
OF THE
BALDWIN COUNTY COMMISSION

AMENDING *RESOLUTION #2012-014 OF THE BALDWIN COUNTY COMMISSION* (ADOPTED AT THE JANUARY 17, 2012, REGULAR MEETING), RELATING TO THE BUILDING LAWS AND CODES IN BALDWIN COUNTY TO SPECIFICALLY REPEAL, AND DISCONTINUE, ONLY THE PROVISION OF SAID BUILDING LAWS AND CODES PERTAINING TO THE ISSUANCE OF BUILDING AND ELECTRICAL PERMITS FOR THE CONSTRUCTION OF PIERS, BOATHOUSES AND BULKHEADS.

WHEREAS, at this time, the Baldwin County Building Official brings before the Baldwin County Commission this instrument (Resolution #2012-042) which seeks to amend Resolution #2012-014 (adopted at the January 17, 2012, regular meeting) which authorized the adoption of the building laws and codes in Baldwin County to specifically repeal, and discontinue, the issuance of building and electrical permits for the construction of Piers, Boathouses and Bulkheads; and

WHEREAS, applying the strict public notice and advertising requirements set forth at Section 41-9-166 of the Code of Alabama 1975, as Section 34-14A-12 of the Code of Alabama 1975 remains silent in relation to the same, and after the required four weeks public notification period as set forth by said Section 41-9-166 of the Code of Alabama 1975, the Baldwin County Commission conducted a public hearing on May 3, 2012, as relates to the discontinuance of building and electrical permits for the construction of Piers, Boathouses and Bulkheads; and

WHEREAS, this instrument authorizes only the discontinuance of building and electrical permits for the construction of Piers, Boathouses and Bulkheads and does not affect any other of the remaining portions of the building laws and codes contained within Resolution #2012-014 and, furthermore as related to the aforesaid discontinuance of building and electrical permits for the construction of Piers, Boathouses and Bulkheads, this instrument authorizes an amended Baldwin County Building Inspection Department Fee Schedule as attached as ***Exhibit "A;"*** now therefore

BE IT RESOLVED AND ORDAINED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, that:

1) We hereby amend *Resolution #2012-014* thereby repealing with deletions delineated by being ~~**STRUCK THROUGH**~~ and inclusions delineated by being **DOUBLE UNDERLINED**, as follows:

"STATE OF ALABAMA)

COUNTY OF BALDWIN)

RESOLUTION #2012-014

OF THE

BALDWIN COUNTY COMMISSION

PROVIDING FOR THE ADOPTION OF NEW BUILDING LAWS AND CODES IN BALDWIN COUNTY PURSUANT TO AUTHORITY GRANTED AT SECTION 41-9-166 OF THE CODE OF ALABAMA 1975 AND SECTION 34-14 A-12 OF THE CODE OF ALABAMA 1975; AND OTHER APPLICABLE LAWS; FURTHER, REPEALING *RESOLUTION #2007-143 OF THE BALDWIN COUNTY COMMISSION;* AND FURTHER, PROVIDING FOR A NEW AMENDED BALDWIN COUNTY BUILDING INSPECTION DEPARTMENT FEE SCHEDULE RELATED TO SAID NEW BUILDING LAWS AND CODES.

WHEREAS, upon the advice rendered by the Building Official of Baldwin County, Alabama, said Building Official recommends to this honorable county governing body, in the interest of the public health, safety and welfare of the general public, the adoption by the Baldwin County Commission of new building laws and codes applicable to Baldwin County, Alabama; and

WHEREAS, the Baldwin County Commission recognizes specific authority at Section 41-9-166 of the Code of Alabama 1975 and broad authority provided at Section 34-14A-12 of the Code of Alabama 1975 within the General Laws of the State of Alabama as relates to the adoption of said new building laws and codes, said authority recited as follows:

Section 41-9-166 of the Code of Alabama 1975

Adoption, etc., of building codes by municipalities and counties.

Any municipality in the State of Alabama may adopt any model building code published by the Southern Building Code Congress International and the National Electric Code published by the National Fire Protection Association as a municipal ordinance, enlarging the applicability thereof to include private buildings and structures other than private schoolhouses, hotels, public and private hospitals, and moving picture houses as it deems necessary and to prescribe penalties for violations thereof in the same manner in which other ordinances and related penalty provisions are adopted and prescribed.

Any county commission similarly may adopt and enlarge the applicability of any model building code published by the Southern Building Code Congress International and the National Electric Code published by the National Fire Protection Association for the county, prescribing penalties for violations thereof, by resolution duly recorded in its minutes and, after notice of four weeks, by publications once weekly in some county newspaper, if there is one published in the county, and posted notices at the door of each courthouse in the county.

Changes in the provisions of the building code affected by the building commission may be adopted similarly by counties and municipalities.

No county or municipality shall apply the building code to state buildings and construction of public schoolhouses.

Model building codes adopted by a county or municipality pursuant to this section only apply to structures and facilities on the customer's side of the electric meter and shall not apply to any electric power generation, transmission, or distribution on the electric service provider's side of the electric meter.

Nothing contained in this section shall be construed as requiring the advertising or posting of the code itself. The provisions of this section shall be satisfied by giving notice that it is proposed to adopt a code.

(Acts 1945, No. 290, p. 480, section 5; Act 2000-326, p. 522 section 1.)

Section 34-14A-12 of the Code of Alabama 1975

Standards of practice; building laws and codes.

(a) The board is authorized to establish or adopt, or both, standards of practice for residential home builders within the state.

(b) The county commissions of the several counties are authorized and empowered to adopt building laws and codes by ordinance which shall apply in the unincorporated areas of the county. The building laws and codes of the county commission shall not apply within any municipal police jurisdiction, in which that municipality is exercising its building laws or codes, without the express consent of the governing body of that municipality. The building laws and codes of the county commission may apply with the corporate limits of any municipality with the express consent of the governing body of the municipality. The county commission may employ building inspectors to see that its laws or codes are not violated and that the plans and specifications for buildings are not in conflict with the ordinances of the county and may exact fees to be paid by the owners of the property inspected.

(c) Utilizing the same authority and procedures as municipalities pursuant to Section 11-53A-20 to 11-53A-26, inclusive, the county commission may condemn buildings, parts of buildings, or structures dangerous to the public and prohibit the use thereof and abate the same as a nuisance.

(d) The county commission, municipalities, and other public entities are hereby authorized to enter into mutual agreements, compacts, and contracts for the administration and enforcement of their respective building laws and codes.

(Acts 1992, No. 92-608, p. 1282, Section 12; Act 2002-72, p. 163, Section 1; Act 2006-105, Section 1.)

; and

WHEREAS, applying the strict public notice and advertising requirements set forth at Section 41-9-166 of the Code of Alabama 1975, as Section 34-14A-12 of the Code of Alabama 1975 remains silent in relation to the same, and after the required four weeks public notification period as set forth by said Section 41-9-166 of the Code of Alabama 1975, the Baldwin County Commission conducted a public hearing on December 29, 2011, as relates to the adoption of the new building laws and codes and amended Baldwin County Building Inspection Fee Schedule; and

WHEREAS, at this time and upon the advice rendered by the Building Official of Baldwin County, Alabama, this honorable county governing body, in the interest of the public health, safety and welfare of the general public, adopts new building laws and codes applicable to Baldwin County, Alabama, and amended Baldwin County Building Inspection Fee Schedule; now therefore

BE IT RESOLVED AND ORDAINED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, That, by this instrument, a resolution and ordinance of the governing body of

Baldwin County, Alabama, and in the interest of public health, safety and welfare of the general public, we hereby adopt, effective commencing January 17, 2012, new building laws and codes applicable to Baldwin County, Alabama, as follows:

The following codes and supplements shall apply to all buildings and structures built within the unincorporated areas of Baldwin County or as otherwise required or allowed by state law:

International Building Code, 2012

International Gas Code, 2012

International Mechanical Code, 2012

International Plumbing Code, 2012

International Residential Code, 2012

International Energy Conservation Code, 2012

National Electric Code, 2011

Baldwin County Supplemental Code for Residential Structures in addition to the IRC, 2012

Local Wind Load Code – 3 second gust winds:

130 mph – South of I-10

120 mph – I-10 North to I-65

110 mph – I-65 North to County line

FURTHER, BE IT RESOLVED AND ORDAINED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, That, by this instrument, a resolution and ordinance of the governing body of Baldwin County, Alabama, and in the interest of public health, safety and welfare of the general public, we hereby adopt, effective January 17, 2012, **and as further amended effective June 5, 2012,** the amended Baldwin County Building Inspection Department Fee Schedule as attached as ***Exhibit "A".***

FURTHER, BE IT RESOLVED AND ORDAINED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, That, by this instrument, a resolution and ordinance of the governing body of Baldwin County, Alabama, the prior building laws and codes codified at *Resolution #2007-143* (adopted during the July 3, 2007, regular meeting), shall be rescinded and repealed commencing January 17, 2012.

FURTHER, BE IT RESOLVED AND ORDAINED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, That, by this instrument, a resolution and ordinance of the governing

body of Baldwin County, Alabama, the prior Baldwin County Building Department Inspection Fee Schedule as set forth in *Resolution #2007-143* of the Baldwin County Commission (adopted during the July 3, 2007, regular meeting), is hereby rescinded and repealed commencing January 17, 2012.

DONE, Under the Seal of the County Commission of Baldwin County, Alabama, on this the 17th day of January, 2012.

s/s
Commissioner Robert E. James, Chairman

ATTEST:

s/s
David A. Z. Brewer, County Administrator"

FURTHER, AS RESOLVED AND ORDAINED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, this instrument (Resolution #2012-042) shall become effective June 5, 2012.

DONE, AS RESOLVED AND ORDAINED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, and under the Seal of the County Commission of Baldwin County, Alabama, on this the 5th day of June, 2012.

ROBERT E. JAMES, Chairman

ATTEST:

DAVID A. Z. BREWER, County Administrator

EXHIBIT "A"

BALDWIN COUNTY BUILDING INSPECTION DEPARTMENT

FEE SCHEDULE

PUBLISHED IN ALL GULF COAST NEWSPAPERS:

December 7, December 14, December 21, & December 28, 2011

PUBLIC HEARING:

December 29, 2011

ORIGINALLY ADOPTED BY THE BALDWIN COUNTY COMMISSION:

November 21, 2006

AMENDED BY THE BALDWIN COUNTY COMMISSION:

July 3, 2007

EFFECTIVE & ENFORCED:

September 1, 2007

AMENDED BY THE BALDWIN COUNTY COMMISSION:

January 17, 2012

EFFECTIVE & ENFORCED:

January 17, 2012

AMENDED BY THE BALDWIN COUNTY COMMISSION:

June 5, 2012

RESIDENTIAL BUILDING PERMIT FEES

Minimum permit fee for any issuance $30.00

The valuation is figured at $60.00 per sq. ft., heated area for an average house and $25.00 per sq. ft., on garages, porches, decks, unheated areas, etc.

Building permits will be $3.00 per each $1,000.00 or fraction thereof, over $1,000.00

Plan review fees will be $30.00 for those homes in the unincorporated areas and within zoned districts, for those homes in a FEMA regulated flood zone the plan review fee will be 50% of the building permit fee.

RESIDENTIAL PLUMBING, ELECTRIC AND MECHANICAL PERMIT FEES

Plumbing permits will be $110.00

Electrical permits will be $110.00

Mechanical permits will be $110.00

RESIDENTIAL RE-ROOFING FEE

$50.00

COMMERCIAL BUILDING PERMIT FEES

Cost per sq. ft. of the building will be determined by SBCCI Building Valuation Data Sheet

Building permit fee will be calculated at $5.00 per $1,000.00 of value

Each Mechanical, Electrical and Plumbing permits will be $1.00 per $1,000.00 of value and based on total original price of structure.

Commercial Plan Reviews

Valuation	Plan Review Fee
$0-$500,000	$500.00 or 50% of the building permit fee (whichever is less)
$500,000-$5,000,000	$500.00 plus $ .50 per $1,000 of value for each $1000 in excess of $500,000
$5,000,000 and up	$2,750.00 plus $ .40 per $1,000 of value for each $1,000 in excess of $5,000,000

COMMERCIAL TOWER PERMIT FEES

The building permit for each tower structure will be $5,000.00

The permit fee for accessory structures will be $5.00 per $1,000.00 of the contract amount

The building permit fee for each co-locate on an existing tower will be $5.00 per $1,000.00 of the contract amount

The electrical permit for the tower will be $250.00

BUILDING PERMIT FEES FOR MULTIFAMILY STRUCTURES (3 or more units)

Price per sq. ft., will be $75.00 for heated areas and $25.00 per sq. ft., for garages, porches, decks and unheated areas

Permit fee will be calculated at $5.00 per $1000.00 dollars of valuation

Each Electrical, Mechanical and Plumbing permits will be $75.00 per unit

DEMOLITION PERMIT FEE

Residential permit fee will be $75.00

Commercial permit fee will be $150.00

MOBILE HOME PERMIT FEES

Mobile Home permit (inspection) will be $35.00

Electrical permit will be $35.00

Commercial (job site trailers) will be $75.00

MODULAR HOMES PERMIT FEES

Inspection fee $200.00

Electrical permit $55.00

Plumbing permit $55.00

Mechanical permit $55.00

PERMANENT FOUNDATION, MOVING STRUCTRE PERMIT FEES

Inspection fee $200.00

RENOVATION & REMODELING PERMIT FEES – RESIDENTIAL

The building permit fee will be $3.00 per $1,000.00 dollars of the contract amount including labor and materials

Each Electrical, Mechanical & Plumbing permits will be as follows:

$55.00 for those structures over 400 sq. ft. heated and unheated areas

$25.00 for those structures under 400 sq. ft. heated and unheated areas

RENOVATION & REMODELING PERMIT FEES – COMMERCIAL

The building permit fee will be $5.00 per $1,000.00 dollars of the contract amount including labor and material

Each Electrical, Mechanical and Plumbing permit fee will be $1.00 per $1,000.00 dollars of the contract amount

~~**PIERS, BULKHEADS, BOATHOUSES, DOCKS & DUNE WALKOVERS**~~

~~Inspection fee $75.00~~

MOBILE HOME PARK PERMIT FEES

The permit & inspection fee will be $15.00 per lot

RECREATIONAL VEHICLE PARK PERMIT FEES

The Plan Review fee will be $250.00

The permit & inspection fee will be $10.00 per lot

The Plumbing permit fee will be $20.00 per lot

The Electrical permit fee will be $60. 00 per meter

RE-INSPECTION FEE

Will be $35.00

GULF COAST MEDIA
A DIVISION OF OPC NEWS, LLC
PO BOX 1677 • SUMTER, SC 29150

FOLEY 251.943.2151
The Courier – The Islander
The Onlooker
The Baldwin Times

LEGAL REP -
251-345-6805

PROOF OF PUBLICATION
STATE OF ALABAMA • BALDWIN COUNTY

Before me, the undersigned authority in and for said County, in said State, personally appeared April M. Perry who, by me duly sworn, deposes and says that: she is the Legal Representative of the following newspaper listed below, a newspaper of GENERAL CIRCULATION, PUBLISHED and PRINTED in Baldwin County, Alabama, and that there was published in The Courier, The Islander, The Onlooker, & or The Baldwin Times in the issue/s of:

08/12/2020, 08/19/2020, 08/26/2020, 09/02/2020

a legal notice, a copy of which is hereto attached. The sum charged by the Newspaper for said publication does not exceed the lowest classified rate paid by commercial customers for an advertisement of similar size and frequency in the same newspaper(s) in which the public notice appeared.

There are no agreements between the Newspaper and the officer or attorney charged with the duty of placing the attached legal advertising notices whereby any advantage, gain or profit accrued to said officer or attorney.

x April M. Perry
April M. Perry, Legal Ad Representative

x Amber Kimbler
Amber Kimbler, Notary Public
Baldwin County, Alabama
My commission expires April 10, 2022

AMBER KIMBLER
My Commission Expires
April 10, 2022

Sworn and subscribed to on 09/02/2020.

BCC/COASTAL AREA PROGRAM- MINDY

Acct#: 983389

Ad#: 314646

PUBLIC NOTICE

Amount of Ad: $367.36

Legal File# PUBLIC NOTICE

PUBLIC NOTICE

The Baldwin County Commission will hold a Public Hearing on Tuesday, September 15, 2020 beginning at 8:30 a.m. at the Baldwin County Administration Building, Commission Chambers, 322 Courthouse Square, Bay Minette, Alabama.

The purpose of this hearing, in accordance with Sections 41-9-166, 11-19-1, et seq., and 34-14A-12 of the Code of Alabama, 1975 and other applicable laws, is to receive input on the proposed amendments to the previously adopted 2018 International Building Code and Baldwin County Supplemental Code for Residential Structures and to the Baldwin County Building Department Fee Schedule.

On Tuesday, September 15, 2020, the Baldwin County Commission, in a regular meeting assembled beginning at 8:30 a.m. at the Baldwin County Administration Building, Commission Chambers, 322 Courthouse Square, Bay Minette, Alabama, will consider the adoption of Resolution #2020-119 which will authorize amendments to the previously adopted 2018 International Building Code and Baldwin County Supplemental Code for Residential Structures and will also consider Resolution # 2020-120 which will authorize amendment to the Baldwin County Building Department Fee Schedule.

Copies of the above items are available for public review at the Foley Satellite Courthouse, Building Department, 201 E. Section St., Foley, AL and at the Fairhope Satellite Courthouse, Building Department, 1100 Fairhope Ave., Fairhope, AL; Monday through Friday during normal business hours.

Public participation is solicited without regard to race, color, national origin, sex, age, religion, disability, or family status. Persons who require special accommodations under the Americans with Disabilities Act or those requiring language translation services should contact Ronald J. Cink, Budget Director, at 251-580-2550 or rcink @baldwincountyal.gov.

Public notice of this meeting of the Baldwin County Commission is in accordance to Section 11-3-8(a) of the Code of Alabama, 1975.

August 12-19-26;
September 2, 2020

BALDWIN COUNTY BUILDING INSPECTION DEPARTMENT

FEE SCHEDULE

EXHIBIT
A

PUBLISHED IN ALL GULF COAST NEWSPAPERS:
August 12, August 19, August 26, & September 2, 2020

PUBLIC HEARING:
September 15, 2020

ORIGINALLY ADOPTED BY THE BALDWIN COUNTY COMMISSION:
November 21, 2006

AMENDED BY THE BALDWIN COUNTY COMMISSION:
July 3, 2007

EFFECTIVE & ENFORCED:
September 1, 2007

AMENDED BY THE BALDWIN COUNTY COMMISSION:
January 17, 2012

EFFECTIVE & ENFORCED:
January 17, 2012

AMENDED BY THE BALDWIN COUNTY COMMISSION:
June 5, 2012

AMENDED BY STATE OF ALABAMA – ACT 2015-308
October 1, 2015

AMENDED BY THE BALDWIN COUNTY COMMISSION:
September 15, 2020

EFFECTIVE & ENFORCED:
October 1, 2020

PROPOSED

RESIDENTIAL PERMIT FEES

One- and Two-Family Dwellings, Duplexes, and Townhouses

NEW CONSTRUCTION OR ADDITIONS

- Building plan review fees will be $75.00.
- Building permit fees will be $3.00 per $1,000.00 of valuation (minimum of $55.00). The valuation is calculated at $75.00 per SF of heated area plus $30.00 per SF of unheated area (garages, porches, decks, etc.).
- Electrical, mechanical, and plumbing permit fees will be $110.00 each for new construction and for additions 1000 SF or larger.
- Electrical, mechanical, and plumbing permit fees will be $55.00 each for additions less than 1000 SF.
- Electrical fees will be $25.00 for temporary service.
- Gas permit fees will be $35.00.

ALTERATIONS OR REPAIRS

- Building plan review fees will be $30.00.
- Building permit fees will be $3.00 per $1,000.00 of valuation (minimum of $55.00). The valuation is based on contract amount (cost of labor and materials).
- Electrical, mechanical, and plumbing permit fees will be $55.00 each.
- Electrical permit fees will be $25.00 for temporary service.
- Gas permit fees will be $35.00.

RE-ROOFING

- Re-roofing permit fees will be $55.00.

DEMOLITIONS

- Demolition permit fees will be $75.00.

ACCESSORY STRUCTURES

- Building plan review fees will be $30.00.
- Building permit fees will be $3.00 per $1,000.00 of valuation (minimum of $55.00). For enclosed structures (storage buildings, sheds, etc.), the valuation is calculated at $21.00 per SF. For open-sided structures (pole barns, carports, etc.), the valuation is calculated at $10.00 per SF.
- Electrical permit fees will be $55.00.
- Gas permit fees will be $35.00.

SWIMMING POOLS

- Plan review fee will be $30.00.
- Swimming pool permit fees will be $100.00.
- Electrical permit fees will be $55.00.
- Gas permit fees will be $35.00.

DUNE WALKOVER PERMIT FEES

- Plan review fee will be $30.00.
- Dune walkover permit fees will be $55.00.

MARINE ACCESSORIES (Piers, Docks, Boat Houses, Etc.)

- For structures located within a FEMA Special Flood Hazard Area (SFHA), a permit to develop in a special flood hazard area is required. This floodplain development fee will be $75.00.
- Electrical permit fees will be $55.00.

PROPOSED

MULTI-FAMILY PERMIT FEES
Three or More Dwelling Units

NEW CONSTRUCTION OR ADDITIONS

- Building plan review fees will be $75.00.
- Building permit fees will be $5.00 per $1,000.00 of valuation (minimum of $55.00). The valuation is calculated at $75.00 per SF of heated area plus $30.00 per SF of unheated area (garages, porches, decks, etc.).
- Electrical, mechanical, and plumbing permit fees will each be $110.00 per unit for new construction and additions 1000 SF or larger.
- Electrical, mechanical, and plumbing permit fees will each be $55 per unit for additions less than 1000 SF.
- Electrical permit fees will be $25.00 for temporary service.
- Gas permit fees will be $35.00 per unit.

ALTERATIONS OR REPAIRS

- Building plan review fees will be $30.00.
- Building permit fees will be $5.00 per $1,000.00 of valuation (minimum of $55.00). The valuation is based on contract amount (cost of labor and materials).
- Electrical, mechanical, and plumbing permit fees will each be $55.00 per unit. Electrical permit fees will be $25.00 for temporary service.
- Mechanical permit fees will be $55.00 per unit.
- Plumbing permit fees will be $55.00 per unit.
- Gas permit fees will be $35.00 per unit.

RE-ROOFING

- Re-roofing permit fees will be $55.00 per unit.

DEMOLITIONS

- Demolition permit fees will be $75.00 per unit.

ACCESSORY STRUCTURES

- Building plan review fees will be $30.00.
- Building permit fees will be $5.00 per $1,000.00 of valuation (minimum of $55.00). For enclosed structures (storage buildings, sheds, etc.), the valuation is calculated at $21.00 per SF. For open-sided structures (pole barns, carports, etc.), the valuation is calculated at $10.00 per SF.
- Electrical permit fees will be $55.00.
- Gas permit fees will be $35.00.

SWIMMING POOLS

- Plan review fee will be $30.00.
- Swimming pool permit fees will be $100.00.
- Electrical permit fees will be $55.00.
- Gas permit fees will be $35.00.

DUNE WALKOVERS

- Plan review fee will be $30.00. Dune walkover permit fees will be $55.00.

MARINE ACCESSORIES (Piers, Docks, Boat Houses, Etc.)

- For structures located within FEMA Special Flood Hazard Area (SFHA), a permit to develop in a special flood hazard area is required. This floodplain development fee will be $75.00.
- Electrical permit fees will be $55.00.

PROPOSED

COMMERCIAL PERMIT FEES

ICC Building Valuation	Building Plan Review Fees
$0.00 - $500,000.00	$500.00 or 50% of the building permit fee (whichever is less)
$500,000.01 - $5,000,000.00	$500.00 plus $0.50 per $1,000.00 of valuation for each $1,000.00 in excess of $500,000.00
Over $5,000,000.00	$2,750.00 plus $0.40 per $1,000.00 of valuation for each $1,000.00 in excess of $5,000,000.00

NEW CONSTRUCTION OR ADDITIONS

- Building plan review fees in chart above will apply.
- Building permit fees will be $5.00 per $1,000.00 of valuation (minimum of $55.00) plus an additional $1.00 per $1,000.00 of contract amount for Construction Industry Craft Training Fee (per Act 2015-208). The valuation is based on the International Code Council (ICC) Building Valuation Data plus or minus any applicable multiplier deemed necessary by the Building Official.
- Electrical, mechanical, and plumbing permit fees will each be $1.00 per $1,000.00 of the original building valuation (minimum fee of $110.00).
- Electrical permit fees will be $25.00 for temporary service.
- Gas permit fees will be $35.00.

ALTERATIONS OR REPAIRS

- Building plan review fees in chart above will apply.
- Building permit fees will be $5.00 per $1,000.00 of valuation (minimum of $55.00) plus an additional $1.00 per $1,000.00 of contract amount for Construction Industry Craft Training Fee (per Act 2015-208). The valuation is based on contract amount (cost of labor and materials).
- Electrical, mechanical, and plumbing permit fees related to an existing building permit will each be $1.00 per $1,000.00 of valuation of the building permit fee (minimum of $75.00).
- Electrical, mechanical, and plumbing permit fees not related to an existing building permit will each be $1.00 per $1,000.00 of contract amount (cost of labor and materials) (minimum of $75.00).
- Electrical permit fees will be $25.00 for temporary service.
- Gas permit fees will be $35.00.

RE-ROOFING

- Re-roofing permit fees will be $150.00 plus an additional $1.00 per $1,000.00 of contract amount for Construction Industry Craft Training Fee (per Act 2015-208).

DEMOLITIONS

- Demolition permit fees will be $150.00 plus an additional $1.00 per $1,000.00 of contract amount for Construction Industry Craft Training Fee (per Act 2015-208).

ACCESSORY STRUCTURES

- Building plan review fees in chart above will apply.
- Building permit fees will be $5.00 per $1,000.00 of valuation (minimum of $55.00) plus an additional $1.00 per $1,000.00 of contract amount for Construction Industry Craft Training Fee (per Act 2015-208). The valuation is based on the International Code Council (ICC) Building Valuation Data.
- Electrical permit fees will be $55.00.
- Gas permit fees will be $35.00.

PROPOSED

SWIMMING POOLS

- Plan review fee will be $30.00.
- Swimming pool permit fees will be $100.00 plus an additional $1.00 per $1,000.00 of contract amount for Construction Industry Craft Training Fee (per Act 2015-208). The Construction Industry Craft Training Fee only applies if the contract amount is $5,000.00 or greater.
- Electrical permit fees will be $55.00.
- Gas permit fees will be $35.00.

DUNE WALKOVERS

- Plan review fee will be $30.00.
- Dune walkover permit fees will be $55.00 plus an additional $1.00 per $1,000.00 of contract amount for Construction Industry Craft Training Fee (per Act 2015-208).

MARINE ACCESSORIES (Piers, Docks, Boat Houses, Etc.)

- For structures located within a FEMA Special Flood Hazard Area (SFHA), a permit to develop in a special flood hazard area is required. This floodplain development fee will be $75.00.
- Electrical permit fees will be $55.00.

JOB SITE TRAILER, TEMPORARY SALES OFFICE, ETC.

- Building permit fees will be $75.00 plus an additional $1.00 per $1,000.00 of contract amount for Construction Industry Craft Training Fee (per Act 2015-208).

BILLBOARDS & SIGNS

- Billboard and sign permit fees will be $5.00 per $1,000.00 of valuation (minimum of $55.00) plus an additional $1.00 per $1,000.00 of contract amount for Construction Industry Craft Training Fee (per Act 2015-208). The valuation is based on the contract amount (cost of labor and materials). The Construction Industry Craft Training Fee only applies if the contract amount is $5,000.00 or greater.
- Electrical permit fees will be $55.00.

COMMUNICATION TOWER PERMIT FEES

Contract Amount	Building Plan Review Fees
$0.00 - $500,000.00	$500.00 or 50% of the building permit fee (whichever is less)
$500,000.01 - $5,000,000.00	$500.00 plus $0.50 per $1,000.00 of valuation for each $1,000.00 in excess of $500,000.00
Over $5,000,000.00	$2,750.00 plus $0.40 per $1,000.00 of valuation for each $1,000.00 in excess of $5,000,000.00

- Building permit fees for each new tower structure will be $5,000.00.
- Building permit fees for each co-locate on an existing tower will be $5.00 per $1,000.00 of valuation (minimum of $55.00). The valuation is based on contract amount (cost of labor and materials).
- Electrical permit fees for a new tower structure will be $250.00.

PROPOSED

FOUNDATION PERMIT FEES

- Permanent foundation/moving structures permit fees will be $200.00.

MODULAR HOME PERMIT FEES

- Modular home permit fees will be $200.00.
- Electrical, mechanical, and plumbing permit fees will be $55.00 each.
- Gas permit fees will be $35.00.

MOBILE HOME PERMIT FEES

- Mobile home set-up permit fee will be $35.00.
- Electrical permit fees will be $35.00.

MOBILE HOME PARK PERMIT FEES

- Mobile home park permit fees will be $15.00 per lot.
- Plumbing permit fees will be $1.00 per $1,000.00 of valuation of the building permit fee (minimum of $110.00).

RECREATIONAL VEHICLE PARK PERMIT FEES

- Plan review fees will be $250.00.
- Recreational vehicle park permit fees will be $10.00 per lot.
- Electrical permit fees will be $60.00 per meter.
- Plumbing permit fees will be $20.00 per lot.

ADMINISTRATIVE FEES

- A data processing fee of $15.00 will apply to each permit.
- A floodplain development permit fee of $75.00 will apply to each permit for construction or development within any FEMA Special Flood Hazard Area (SFHA).
- A penalty fee equal to the cost of the permit fees will apply when work has started before obtaining a permit and when a Stop Work Order has been issued.
- There will be a re-inspection fee of $45.00.

PROPOSED

BALDWIN COUNTY BUILDING INSPECTION DEPARTMENT

FEE SCHEDULE

PUBLISHED IN ALL GULF COAST NEWSPAPERS:

December 7, December 14, December 21, & December 28, 2011

PUBLIC HEARING:

December 29, 2011

ORIGINALLY ADOPTED BY THE BALDWIN COUNTY COMMISSION:

November 21, 2006

AMENDED BY THE BALDWIN COUNTY COMMISSION:

July 3, 2007

EFFECTIVE & ENFORCED:

September 1, 2007

AMENDED BY THE BALDWIN COUNTY COMMISSION:

January 17, 2012

EFFECTIVE & ENFORCED:

January 17, 2012

AMENDED BY THE BALDWIN COUNTY COMMISSION:

June 5, 2012

AMENDED BY STATE OF ALABAMA – ACT 2015-308

October 1, 2015

EXISTING

RESIDENTIAL BUILDING PERMIT FEES

Minimum permit fee for any issuance $30.00

The valuation is figured at $60.00 per sq. ft., heated area for an average house and $25.00 per sq. ft., on garages, porches, decks, unheated areas, etc.

Building permits will be $3.00 per each $1,000.00 or fraction thereof, over $1,000.00

Plan review fees will be $30.00 for those homes in the unincorporated areas and within zoned districts, for those homes in a FEMA regulated flood zone the plan review fee will be 50% of the building permit fee.

RESIDENTIAL PLUMBING, ELECTRIC AND MECHANICAL PERMIT FEES

Plumbing permits will be $110.00

Electrical permits will be $110.00

Mechanical permits will be $110.00

RESIDENTIAL RE-ROOFING FEE

$50.00

EXISTING

COMMERCIAL BUILDING PERMIT FEES

Cost per sq. ft. of the building will be determined by SBCCI Building Valuation Data Sheet

Building permit fee will be calculated at $5.00 per $1,000.00 of value; an additional $1.00 per $1,000.00 of value applies to Non-Residential construction permits, per Act 2015-208 – October 2016

Each Mechanical, Electrical and Plumbing permits will be $1.00 per $1,000.00 of value and based on total original price of structure.

Commercial Plan Reviews

Valuation	Plan Review Fee
$0-$500,000	$500.00 or 50% of the building permit fee (whichever is less)
$500,000-$5,000,000	$500.00 plus $ .50 per $1,000 of value for each $1000 in excess of $500,000
$5,000,000 and up	$2,750.00 plus $ .40 per $1,000 of value for each $1,000 in excess of $5,000,000

COMMERCIAL TOWER PERMIT FEES

The building permit for each tower structure will be $5,000.00; an additional $1.00 per $1,000.00 of value applies to Commercial Tower permit, per Act 2015-308 – October 2016

The permit fee for accessory structures will be $6.00 per $1,000.00 of the contract amount

The building permit fee for each co-locate on an existing tower will be $6.00 per $1,000.00 of the contract amount

The electrical permit for the tower will be $250.00

EXISTING

BUILDING PERMIT FEES FOR MULTIFAMILY STRUCTURES (3 or more units)

Price per sq. ft., will be $75.00 for heated areas and $25.00 per sq. ft., for garages, porches, decks and unheated areas

Permit fee will be calculated at $5.00 per $1000.00 dollars of valuation

Each Electrical, Mechanical and Plumbing permits will be $75.00 per unit

DEMOLITION PERMIT FEE

Residential permit fee will be $75.00

Commercial permit fee will be $150.00

MOBILE HOME PERMIT FEES

Mobile Home permit (inspection) will be $35.00

Electrical permit will be $35.00

Commercial (job site trailers) will be $75.00

MODULAR HOMES PERMIT FEES

Inspection fee $200.00

Electrical permit $55.00

Plumbing permit $55.00

Mechanical permit $55.00

PERMANENT FOUNDATION, MOVING STRUCTRE PERMIT FEES

Inspection fee $200.00

EXISTING

RENOVATION & REMODELING PERMIT FEES – RESIDENTIAL

The building permit fee will be $3.00 per $1,000.00 dollars of the contract amount including labor and materials

Each Electrical, Mechanical & Plumbing permits will be as follows:

$55.00 for those structures over 400 sq. ft. heated and unheated areas

$25.00 for those structures under 400 sq. ft. heated and unheated areas

RENOVATION & REMODELING PERMIT FEES – COMMERCIAL

The building permit fee will be $6.00 per $1,000.00 dollars of the contract amount including labor and material

Each Electrical, Mechanical and Plumbing permit fee will be $1.00 per $1,000.00 dollars of the contract amount

MOBILE HOME PARK PERMIT FEES

The permit & inspection fee will be $15.00 per lot

RECREATIONAL VEHICLE PARK PERMIT FEES

The Plan Review fee will be $250.00

The permit & inspection fee will be $10.00 per lot

The Plumbing permit fee will be $20.00 per lot

The Electrical permit fee will be $60. 00 per meter

RE-INSPECTION FEE

Will be $35.00

EXISTING

Baldwin County Commission

Agenda Action Form

File #: 20-1441, **Version:** 1 **Item #:** DF2

Meeting Type: BCC Regular Meeting
Meeting Date: 9/15/2020
Item Status: Replacement
From: Eddie Harper, Building Official
Submitted by: Mindy Smith, Permit Administrator

ITEM TITLE
*Amendment to Previously Adopted 2018 International Building Code and Baldwin County Supplemental Code for Residential Construction

STAFF RECOMMENDATION
Adopt Resolution #2020-119 which amends Resolution #2019-075 amending the previously adopted 2018 International Building Code and Baldwin County Supplemental Code for Residential Construction. The effective date of the amendment is October 1, 2020.

BACKGROUND INFORMATION

Previous Commission action/date: 05/21/2019.

Background:

Baldwin County currently enforces the 2018 International Building Code and Baldwin County Supplemental Code for Residential Construction. The effective date of the amendment is October 1, 2020.

A public hearing will be held on September 15, 2020, during the regular scheduled Commission Meeting.

FINANCIAL IMPACT

Total cost of recommendation: $367.36

Budget line item(s) to be used: 52710-5253

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 by Brad Hicks, County Attorney, 09/08/20.

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? Yes. Proof of Publication attached.

All advertising requirements have been fulfilled, the noticed advertising ran once a week for four weeks (August 12, 19, and 26, 2020 and September 2, 2020).

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: Chairman to sign Resolution #2020-119; Administration staff to send a copy of signed Resolution #2020-119 to Mindy Smith who will notify all offices of adoption and distribute amendments.

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 #2020-119
OF THE
BALDWIN COUNTY COMMISSION

AMENDING RESOLUTION #2019-075 OF THE BALDWIN COUNTY COMMISSION (ADOPTED MAY 21, 2019, REGULAR MEETING), RELATING TO BUILDING LAWS AND CODES IN BALDWIN COUNTY TO SPECIFICALLY AMEND SECTION 903.2.9 GROUP S-1 OF THE INTERNATIONAL RESIDENTIAL CODE, 2018, AND TO AMEND THE BALDWIN COUNTY SUPPLEMENTAL CODE FOR RESIDENTIAL STRUCTURES.

WHEREAS, on May 21, 2019, the Baldwin County Commission adopted Resolution #2019-075 which set forth and adopted the building laws and code in Baldwin County;

WHEREAS, upon the advice rendered by the Building Official of Baldwin County, Alabama, this honorable county governing body, in the interest of the health, safety and welfare of the general public, desires to amend the building laws and codes applicable to Baldwin County, Alabama;

WHEREAS, the Baldwin County Commission recognizes specific authority at Section 41-9-166 of the Code of Alabama, 1975, and broad authority provided at Section 34-14A-12 of the Code of Alabama, 1975, pertaining to the amendment of said building laws and codes;

WHEREAS, applying the public notice and advertising requirements set forth at Section 41- 9-166 of the Code of Alabama, 1975, as Section 34-14A-12 of the Code of Alabama, 1975, remains silent in relation to the same, and after the required four weeks public notification period as set forth by said Section 41-9-166 of the Code of Alabama, 1975, the Baldwin County Commission conducted a public hearing on September 15, 2020, pertaining to the amendment of the building laws and codes; and

WHEREAS, this instrument amends only Section 903.2.9 Group S-1 of the International Residential Code, 2018, and the amendment of the Baldwin County Supplemental Code for Residential Structures, and does not affect any other of the remaining portions of the building laws and codes contained within Resolution #2019-075; now therefore

BE IT RESOLVED AND ORDAINED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, that, by this instrument, a resolution and ordinance of the

governing body of Baldwin County, Alabama, and in the interest of the health, safety and welfare of the general public, we hereby adopt, effective October 1, 2020, the amendment to Section 903.2.9 Group S-1 of the International Building Code, 2018 as attached as ***Exhibit "A"***.

FURTHER, BE IT RESOLVED AND ORDAINED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, that, by this instrument, a resolution and ordinance of the governing body of Baldwin County, Alabama, and in the interest of the health, safety and welfare of the general public, we hereby adopt, effective October 1, 2020, the amended Baldwin County Supplemental Code for Residential Structures as attached as ***Exhibit "B"***.

DONE, Under the Seal of the County Commission of Baldwin County, Alabama, on this the 15th day of September 2020.

_____

Commissioner Billie Jo Underwood, Chairman

ATTEST:

_____

Wayne A. Dyess, County Administrator

STATE OF ALABAMA)

COUNTY OF BALDWIN)

RESOLUTION #2019-075

OF THE

BALDWIN COUNTY COMMISSION

PROVIDING FOR THE ADOPTION OF NEW BUILDING LAWS AND CODES IN BALDWIN COUNTY PURSUANT TO AUTHORITY GRANTED AT SECTION 41-9-166 OF THE CODE OF ALABAMA 1975 AND SECTION 34-14 A-12 OF THE CODE OF ALABAMA 1975; AND OTHER APPLICABLE LAWS; FURTHER, REPEALING *RESOLUTION #2007-143 OF THE BALDWIN COUNTY COMMISSION;*

WHEREAS, upon the advice rendered by the Building Official of Baldwin County, Alabama, said Building Official recommends to this honorable county governing body, in the interest of the public health, safety and welfare of the general public, the adoption by the Baldwin County Commission of new building laws and codes applicable to Baldwin County, Alabama; and

WHEREAS, the Baldwin County Commission recognizes specific authority at Section 41-9-166 of the Code of Alabama 1975 and broad authority provided at Section 34-14A-12 of the Code of Alabama 1975 within the General Laws of the State of Alabama as relates to the adoption of said new building laws and codes, said authority recited as follows:

Section 41-9-166 of the Code of Alabama 1975

Adoption, etc., of building codes by municipalities and counties.

Any municipality in the State of Alabama may adopt any model building code published by the Southern Building Code Congress International and the National Electric Code published by the National Fire Protection Association as a municipal ordinance, enlarging the applicability thereof to include private buildings and structures other than private schoolhouses, hotels, public and private hospitals, and moving picture houses as it deems necessary and to prescribe penalties for violations thereof in the same manner in which other ordinances and related penalty provisions are adopted and prescribed.

Any county commission similarly may adopt and enlarge the applicability of any model building code published by the Southern Building Code Congress International and the National Electric Code published by the National Fire Protection Association for the county, prescribing penalties for violations thereof, by resolution duly recorded in its minutes and, after notice of four weeks, by publications once weekly in some county newspaper, if there is one published in the county, and posted notices at the door of each courthouse in the county.

Changes in the provisions of the building code affected by the building commission may be adopted similarly by counties and municipalities.

No county or municipality shall apply the building code to state buildings and construction of public schoolhouses.

Model building codes adopted by a county or municipality pursuant to this section only apply to structures and facilities on the customer's side of the electric meter and shall not apply to any electric power generation, transmission, or distribution on the electric service provider's side of the electric meter.

Nothing contained in this section shall be construed as requiring the advertising or posting of the code itself. The provisions of this section shall be satisfied by giving notice that it is proposed to adopt a code.

(Acts 1945, No. 290, p. 480, section 5; Act 2000-326, p. 522 section 1.)

Section 34-14A-12 of the Code of Alabama 1975

Standards of practice; building laws and codes.

(a) The board is authorized to establish or adopt, or both, standards of practice for residential home builders within the state.

(b) The county commissions of the several counties are authorized and empowered to adopt building laws and codes by ordinance which shall apply in the unincorporated areas of the county. The building laws and codes of the county commission shall not apply within any municipal police jurisdiction, in which that municipality is exercising its building laws or codes, without the express consent of the governing body of that municipality. The building laws and codes of the county commission may apply with the corporate limits of any municipality with the express consent of the governing body of the municipality. The county commission may employ building inspectors to see that its laws or codes are not violated and that the plans and specifications for buildings are not in conflict with the ordinances of the county and may exact fees to be paid by the owners of the property inspected.

(c) Utilizing the same authority and procedures as municipalities pursuant to Section 11-53A-20 to 11-53A-26, inclusive, the county commission may condemn buildings, parts of buildings, or structures dangerous to the public and prohibit the use thereof and abate the same as a nuisance.

(d) The county commission, municipalities, and other public entities are hereby authorized to enter into mutual agreements, compacts, and contracts for the administration and enforcement of their respective building laws and codes.

(Acts 1992, No. 92-608, p. 1282, Section 12; Act 2002-72, p. 163, Section 1; Act 2006-105, Section 1.)

; and

WHEREAS, applying the strict public notice and advertising requirements set forth at Section 41-9-166 of the Code of Alabama 1975, as Section 34-14A-12 of the Code of Alabama 1975 remains silent in relation to the same, and after the required four weeks public notification period as set forth by said Section 41-9-166 of the Code of Alabama 1975, the Baldwin County Commission conducted a public hearing on May 21, 2019, as relates to the adoption of the new building laws and codes; and

WHEREAS, at this time and upon the advice rendered by the Building Official of Baldwin County, Alabama, this honorable county governing body, in the interest of the public health, safety and welfare of the general public, adopts new building laws and codes applicable to Baldwin County, Alabama; now therefore

BE IT RESOLVED AND ORDAINED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, That, by this instrument, a resolution and ordinance of the governing body of Baldwin County, Alabama, and in the interest of public health, safety and welfare of the general public, we hereby adopt, effective commencing May 21, 2019, new building laws and codes applicable to Baldwin County, Alabama, as follows:

> The following codes and supplements shall apply to all buildings and structures built within the unincorporated areas of Baldwin County or as otherwise required or allowed by state law:
>
> International Building Code, 2018
>
> International Gas Code, 2018
>
> International Mechanical Code, 2018
>
> International Plumbing Code, 2018
>
> International Residential Code, 2018
>
> International Energy Conservation Code, 2018
>
> National Electric Code, 2017
>
> Baldwin County Supplemental Code for Residential Structures in addition to the IRC, 2018

FURTHER, BE IT RESOLVED AND ORDAINED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, That, by this instrument, a resolution and ordinance of the governing body of Baldwin County, Alabama, and in the interest of public health, safety and welfare of the general public, we hereby adopt, effective May 21, 2019.

FURTHER, BE IT RESOLVED AND ORDAINED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, That, by this instrument, a resolution and ordinance of the governing body of Baldwin County, Alabama, the prior building laws and codes codified at *Resolution #2007-143* (adopted during the July 3, 2007, regular meeting), shall be rescinded and repealed commencing May 21, 2019.

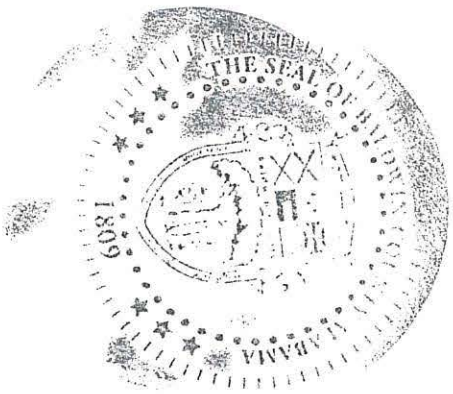
DONE, Under the Seal of the County Commission of Baldwin County, Alabama, on this the 21st day of May 2019.

Commissioner Charles E. Gruber, Chairman

ATTEST:

Wayne A. Dyess, County Administrator

Ron Cink, Budget Director



GULF COAST MEDIA
A DIVISION OF OPC NEWS, LLC
PO BOX 1677 • SUMTER, SC 29150

FOLEY 251.943.2151
The Courier – The Islander
The Onlooker
The Baldwin Times

LEGAL REP -
251-345-6805

PROOF OF PUBLICATION
STATE OF ALABAMA • BALDWIN COUNTY

Before me, the undersigned authority in and for said County, in said State, personally appeared April M. Perry who, by me duly sworn, deposes and says that: she is the Legal Representative of the following newspaper listed below, a newspaper of GENERAL CIRCULATION, PUBLISHED and PRINTED in Baldwin County, Alabama, and that there was published in The Courier, The Islander, The Onlooker, & or The Baldwin Times in the issue/s of:

08/12/2020, 08/19/2020, 08/26/2020, 09/02/2020

a legal notice, a copy of which is hereto attached. The sum charged by the Newspaper for said publication does not exceed the lowest classified rate paid by commercial customers for an advertisement of similar size and frequency in the same newspaper(s) in which the public notice appeared.

There are no agreements between the Newspaper and the officer or attorney charged with the duty of placing the attached legal advertising notices whereby any advantage, gain or profit accrued to said officer or attorney.

x April M. Perry
April M. Perry, Legal Ad Representative

x Amber Kimbler
Amber Kimbler, Notary Public
Baldwin County, Alabama
My commission expires April 10, 2022

AMBER KIMBLER
My Commission Expires
April 10, 2022

Sworn and subscribed to on 09/02/2020.

BCC/COASTAL AREA PROGRAM- MINDY

Acct#: 983389

Ad#: 314646

PUBLIC NOTICE

Amount of Ad: $367.36

Legal File# PUBLIC NOTICE

PUBLIC NOTICE

The Baldwin County Commission will hold a Public Hearing on Tuesday, September 15, 2020 beginning at 8:30 a.m. at the Baldwin County Administration Building, Commission Chambers, 322 Courthouse Square, Bay Minette, Alabama.

The purpose of this hearing, in accordance with Sections 41-9-166, 11-19-1, et seq., and 34-14A-12 of the Code of Alabama, 1975 and other applicable laws, is to receive input on the proposed amendments to the previously adopted 2018 International Building Code and Baldwin County Supplemental Code for Residential Structures and to the Baldwin County Building Department Fee Schedule.

On Tuesday, September 15, 2020, the Baldwin County Commission, in a regular meeting assembled beginning at 8:30 a.m. at the Baldwin County Administration Building, Commission Chambers, 322 Courthouse Square, Bay Minette, Alabama, will consider the adoption of Resolution #2020-119 which will authorize amendments to the previously adopted 2018 International Building Code and Baldwin County Supplemental Code for Residential Structures and will also consider Resolution # 2020-120 which will authorize amendment to the Baldwin County Building Department Fee Schedule.

Copies of the above items are available for public review at the Foley Satellite Courthouse, Building Department, 201 E. Section St., Foley, AL and at the Fairhope Satellite Courthouse, Building Department, 1100 Fairhope Ave., Fairhope, AL; Monday through Friday during normal business hours.

Public participation is solicited without regard to race, color, national origin, sex, age, religion, disability, or family status. Persons who require special accommodations under the Americans with Disabilities Act or those requiring language translation services should contact Ronald J. Cink, Budget Director, at 251-580-2550 or rcink @baldwincountyal.gov.

Public notice of this meeting of the Baldwin County Commission is in accordance to Section 11-3-8(a) of the Code of Alabama, 1975.

August 12-19-26;
September 2, 2020

EXHIBIT

A

Amend the 2018 International Building Code as follows:

903.2.9 Group S-1. An automatic sprinkler system shall be provided throughout all buildings containing a Group S-1 occupancy where one of the following conditions exists:

1. A Group S-1 fire area exceeds 12,000 square feet (1115 m2).

2. A Group S-1 fire area is located more than three stories above grade plane.

3. The combined area of all Group S-1 fire areas on all floors. including any mezzanines, exceeds 24,000 square feet (2230 m2).

4. A Group S-1 fire area used for the storage of commercial motor vehicles where the fire area exceeds 5,000 square feet (464 m2).

~~5. A Group S-1 occupancy used for the storage of upholstered furniture or mattresses exceeds 2,500 square feet (232 m2).~~

Add new text as follows:

903.2.9.3 Group S-1 upholstered furniture and mattresses. An automatic sprinkler system shall be provided throughout a Group S-1 fire area used for the storage of upholstered furniture or mattresses that exceeds 2,500 square feet (232 m2).

Exception: Self-service storage facilities (mini-storage) no greater than one story above grade plane where all storage spaces can be accessed directly from the exterior.

CODE ADOPTION BY THE BALDWIN COUNTY COMMISSION

EXHIBIT
B

International Building Code, 2018 *(Section 903.2.9 Group S-1 amended 9/15/20; enforced 10/1/20)*
International Gas Code, 2018
International Mechanical Code, 2018
International Plumbing Code, 2018
International Residential Code, 2018
International Energy Conservation Code, 2018
Baldwin County Supplemental Code for Residential Structures in addition to the IRC, 2018 *(amended 9/15/20; enforced 10/1/20)*
National Electric Code, 2017 For Commercial Buildings and Residential Building containing more than two (2) dwelling units

RESCIND
International Building Code, 2012
International Gas Code, 2012
International Mechanical Code, 2012
International Plumbing Code, 2012
International Residential Code, 2012
Baldwin County Supplemental Code for Residential Structures in addition to the IRC, 2012
National Electric Code, 2011 For Commercial Buildings and Residential Building containing more than two (2) dwelling units
Local Wind Load Code – 3 second gust winds: ***applicable to the 2012 IRC only***

130 mph – South of I-10
120 mph – I-10 North to I-65
110 mph – I-65 North to County line

PROPOSED

Adopted by Resolution # 2019-075 on May 21, 2019; Enforced May 21, 2019

Amended by Resolution #2020-119 on September 15, 2020; Enforced October 1, 2020

BALDWIN COUNTY SUPPLEMENTAL CODE IN ADDITION TO THE 2018 INTERNATIONAL RESIDENTIAL CODE

The requirements specified in this Code Supplement apply to detached one- and two-family dwellings not more than three stories above grade plane in height. The provisions of this supplement are intended to complement the locally adopted codes. The elements of design not addressed by the provisions of this supplement shall be in accordance with the locally adopted code. In the event a conflict between this document and the adopted code, the more stringent shall apply.

STRUCTURAL

1. All new construction (including alterations) in the unincorporated areas of Baldwin County must have all structural components designed by an Alabama licensed design professional.

ROOF COVERINGS

ASPHALT SHINGLES – REQUIREMENTS

Wind Speed	Shingle Testing Standard/Classification
130 mph or greater	ASTM D7158 Class H or ASTM D3161 Class F

1. *All roof coverings and underlayment shall be removed* (exception #10 and #11 below) and any roof decking attached with staples or nailing pattern less than 6 inches OC edge and 6 inches OC intermediate shall be re-nailed with #8 ring shank nails to meet 6 inches OC edge and intermediate.
2. Asphalt shingles shall be installed according to the manufacturer's installation instructions for High Wind Areas with minimum 6 nails.
3. All asphalt shingle roof covering underlayment shall be of a synthetic tear resistant polypropylene, polyester or fiberglass fabric certified by an approved testing agency or ICC-ES report. The Building Official may approve an equal or higher performing product. Asphalt felt roofing underlayment shall not be installed as a roof covering underlayment.
    - Roof underlayment shall be installed and fastened in accordance with the manufacturer's installation instructions.
    - NOTE: Most manufacturers do not allow staples as an approved fastener or staple button caps
4. **All Aluminum/Vinyl Soffit covering shall be attached to minimum 7/16 OSB or plywood or minimum 2 x 2 wood supports 8 inches OC maximum.**
5. **Roof deck sheathing seams shall be taped with minimum 4-inch Peel and Stick tape meeting ASTM D-1970, or sheathing seams and each side of roof support**

PROPOSED

shall be sealed with closed cell foam meeting ASTM D-1622, other equal or greater methods may be approved by the Building Official.

6. Metal roof covering shall be installed per manufacturer's installation instructions for High Wind Zone minimum fastening requirements: Metal roof covering shall be fastened to roof assembly with a maximum 2-foot OC spacing of fasteners in the length dimensions of the panels. Minimum number of fasteners in width dimension of the panel shall be no less than 4.
7. 1 x 4 or 2 x 4 wood purlins for attachment of metal roof coverings shall be a maximum 2 feet OC. Wood purlins shall be nailed with a minimum two deformed (spiral, ring shank) #16D nails into existing rafters at maximum of 24 inches OC.
8. Roof decks shall be nailed in accordance with the engineered drawings but no less than 6 inches OC maximum intermediate and edge, with minimum 8d irregular shank (i.e., ring shank or spiral) nails with full round heads. Staples are not permitted for fastening of the roof decking.
9. Roof deck seams shall be taped with a minimum 4 inch Peel and Stick tape meeting ASTM D-1970 or entire roof deck covered and sealed with peel and stick underlayment meeting ASTM D-1970 or closed cell foam meeting ASTM D-1622 may be applied underneath to each side of framing member and sheathing seams to achieve a sealed roof deck.
10. Metal Galvalume Roof Cover will be allowed over one layer of shingles.
11. One layer of additional shingles will be allowed over one layer of existing 3-tab shingles.

PLUMBING

1. Pex supply piping shall be inspected at working water pressure, minimum Pressure shall be 50 lbs.
2. Potable water supply at working pressure shall be connected to supply piping at time of inspection
3. Top out plumbing inspection shall be preformed with Electrical, HVAC and Framing inspection
4. The Contractor responsible for construction shall call in for all 4-way inspections.
5. All Bathtubs and showers shall be connected to the drain waste and vent system at the time of top out inspection. ***Exception: Whirlpool and Garden tubs may be installed after top out inspection. The trap servicing the whirlpool and garden tub shall be installed at the time of inspection.***

MODULAR HOMES

1. Submit AMHC (Alabama Manufactured Home Commission) stamped plans.
2. Modular Homes shall be certified by an Alabama Registered Engineer to meet adopted wind loads.
3. Submit foundation plans and anchorage to foundation plan. Shall equal or exceed local adopted codes.
4. All other on-site construction shall require a separate permit by the Building

PROPOSED

Inspection Department.

5. Modular Homes shall be required to have a Final Inspection after exterior of structure and any on-site construction are complete.
6. Modular Homes shall be installed as per the engineered installation instructions
7. Modular Homes shall be inspected for compliance with engineered instructions and any applicable current local adopted codes.
8. In factory construction and components are not the responsibility of the Baldwin County Building Inspection Department.
9. Existing houses that are moved from one site to another shall comply with Items 3, 4 & 5 and require a Final Inspection. Any new construction shall be incompliance with current adopted codes.

FLOOD ZONES

1. A one (1) foot freeboard is required above the required FEMA flood designations.

PROPOSED

CODE ADOPTION BY THE BALDWIN COUNTY COMMISSION

International Building Code, 2018
International Gas Code, 2018
International Mechanical Code, 2018
International Plumbing Code, 2018
International Residential Code, 2018
International Energy Conservation Code, 2018
Baldwin County Supplemental Code for Residential Structures in addition to the IRC, 2018
National Electric Code, 2017 For Commercial Buildings and Residential Building containing more than two (2) dwelling units

RESCIND

International Building Code, 2012
International Gas Code, 2012
International Mechanical Code, 2012
International Plumbing Code, 2012
International Residential Code, 2012
Baldwin County Supplemental Code for Residential Structures in addition to the IRC, 2012
National Electric Code, 2011 For Commercial Buildings and Residential Building containing more than two (2) dwelling units

Local Wind Load Code – 3 second gust winds: ***applicable to the 2012 IRC only***

130 mph – South of I-10
120 mph – I-10 North to I-65
110 mph – I-65 North to County line

ADOPTED:

May 21, 2019

ENFORCED:

May 21, 2019

EXISTING

BALDWIN COUNTY SUPPLEMENTAL CODE IN ADDITION TO THE 2018 INTERNATIONAL RESIDENTIAL CODE

The requirements specified in this Code Supplement apply to detached One and Two family dwellings not more than three stories above grade plane in height. The provisions of this supplement are intended to complement the locally adopted codes. The elements of design not addressed by the provisions of this supplement shall be in accordance with the locally adopted code. In the event a conflict between this document and the adopted code, the more stringent shall apply.

EXISTING

STRUCTURAL

1. Unless balloon framed, gable ends over 4 foot high shall be braced with a minimum 2 x 6 horizontal strong back installed at midpoint of the vertical height of the gable end wall. Minimum 2 x 4 diagonal bracing not to exceed 45 degrees or 4 feet OC shall be installed on top of strong back and face nailed with 4-10d nails into side of gable wall framing studs. In addition, when ceiling joists run parallel to the gable end wall, a minimum 2 x 4 x 8 brace shall be installed at maximum 6 feet OC on top of ceiling joists and gable top plate nailed with 2-10d nails at each support. Metal 20 gauge straps shall be installed on top of 2 x 4 lateral brace and over gable top plate into stub below using 10-8d nails top and bottom. Install minimum 2 x 4 bracing under lateral braces adjacent to gable wall.
2. Wood structural panels with a minimum thickness of 7/16 inch (11 mm) and a maximum span of 8 feet (2438 mm) shall be permitted for opening protection in one and two-story buildings. Panels shall be precut and attached to the framing surrounding the opening containing the product with the glazed opening. Panels shall be predrilled as required for the anchorage method and shall be secured with the attachment hardware provided. Attachments shall be designed to resist the component and cladding loads determined in accordance with either Table R301.2(2) (See International Residential Code 2012) or ASCE 7, with the permanent corrosion-resistant attachment hardware provided and anchors permanently installed on the building. Attachment in accordance with Table R301.2.1.2 is permitted for building with a mean roof height of 33 feet (10 058 mm) or less where in Wind Zones 1 and 2 in accordance with figure R301.2(4)C. ***(Plyox clips are not allowed)***

TABLE R301.2.1.2
WINDBORNE DEBRIS PRETECTION FASTENING
SCHEDULE FOR WOOD STRUCTURAL PANELS a,b,c,d

FASTENER TYPE	Panel span ≤ 4 feet	4 feet < panel span≤ 6 feet	6 feet < panel span ≤ 8 feet
No. 8 wood screw based anchor with 2-inch embedment length	16	10	8
No. 10 wood screw based anchor with 2-inch embedment length	16	12	9
¼ inch lag screw based anchor with 2-inch embedment length	16	16	16

Sor SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm, 1 pound = 4.448N, 1 mile per hur = 0.447 m/s.

a. This table is based on 130 mph wind speeds and a 33 foot mean roof height.
b. Fasteners shall be installed at opposing ends of the wood structural panel. Fasteners shall be located a minimum of 1 inch from the edge of the panel.
c. Anchors shall penetrate through exterior wall covering with an embedment length of 2 inches minimum into the building frame. Fasteners shall be located a minimum of 2-1/2 inches from the edge of concrete block or concrete.
d. Where panels are attached to masonry or masonry/stucco, they shall be attached using vibration-resistant anchors having a minimum ultimate withdrawal capacity of 1500 pounds.

3. Garage doors shall be rated to or above the applicable wind design load.
4. Wood frame chimney chases shall be structurally connected to rafters and/or ceiling joists. The attachment must be detailed in the plans or must meet the following minimum requirements:

   Each corner of the chimney structure must have a tension strap fastened to the corner stud and continues downward to the roof and/or ceiling support members below. The tension strap must have a minimum tension capacity of 700 lbs. at each end.

EXISTING

Chimney framing shall be sheathed with minimum 7/16 inch structural panel on exterior four sides.

The base perimeters of chimney framing must be continuously supported by minimum 2 x 4 blocking fastened to roof framing members with joist hangers.

5. Exterior and Interior Shear walls and/or braced wall panel locations shall be indicated on the plans and shall be nailed in accordance with the engineered drawings but no less than 6 inches OC maximum intermediate and edge using 8d irregular shank (i.e., ring shank or spiral) nails with full round heads. All exterior walls and gable ends shall be fully sheathed with structural sheathing.

ROOF COVERINGS

ASPHALT SHINGLES – REQUIREMENTS

Wind Speed	Shingle Testing Standard/Classification
110 mph	ASTM D3161 (Class F) or ASTM D7158 Class F, G or H
120 mph	ASTM D7158 Class G or H
130 mph	ASTM D7158 Class H

1. Asphalt shingles shall be installed according to the manufacturer recommended listed installation instructions for High Wind areas with minimum 6 nails.
2. All Asphalt shingle roof covering underlayment shall be of a synthetic tear resistant Polypropylene, polyester or fiberglass fabric certified by an approved testing agency or ICC-ES report. The Building Official may approve an equal or higher performing product. Asphalt felt roofing underlayment shall not be installed as a roof covering underlayment.
    a. Roof underlayment shall be installed and fastened in accordance with the Manufacturer's installation instructions. NOTE – Most Manufacturers' do not allow staples as an approved fastener or staple button caps
3. **All Aluminum/Vinyl Soffit covering shall be attached to minimum 7/16 OSB or plywood or minimum 2 x 2 wood supports 8 inches OC maximum.**
4. **Roof deck sheathing seams shall be taped with minimum 4" Peel and Stick tape meeting ASTM D-1970, or sheathing seams and each side of roof support shall be sealed with closed cell foam meeting ASTM D-1622, other equal or greater methods may be approved by the Building Official.**
5. Metal roof covering shall be fastened to roof assembly with a maximum 2 foot OC spacing of fasteners in the length dimensions of the panels. Minimum Number of fasteners in width dimension of the panel shall be no less than 4.
6. 1x4 or 2 x 4 wood purlins for attachment of metal roof coverings shall be a maximum 2 feet OC. Wood purlins shall be nailed with a maximum two deformed (spiral, ring shank) #16D nails at maximum of 24 inches OC.

EXISTING

7. Roof decks shall be nailed in accordance with the engineered drawings but no less than 6 inches OC maximum intermediate and edge, with minimum 8d irregular shank (i.e., ring shank or spiral) nails with full round heads. Staples are not permitted for fastening of the roof decking.
8. Roof deck seams shall be taped with a minimum 4" Peel and Stick tape meeting ASTM D-1970 or entire Roof deck covered and sealed with peel & stick underlayment meeting ASTM D-1970 or closed cell foam meeting ASTM D-1622 may be applied underneath to each side of framing member and sheathing seams to achieve a sealed roof deck.
9. Replacement of roof covering and underlayment of existing One and Two Family dwellings shall require a re-roofing permit from the Baldwin County Building Inspection Department. *All roof coverings and underlayment shall be* removed (exception #10 and #11) and any roof decking attached with staples or nailing pattern less than 6" O.C. edge and 6" O.C. intermediate shall be renailed with #8 ring shank nails to meet 6" O.C. edge and intermediate. A re-roofing permit fee will be $50.00.
10. Metal Gavalume Roof Cover will be allowed over one layer of Shingles.
11. One layer of additional shingles will be allowed over one layer of existing 3 tab shingles.

ENERGY

1. Attic: minimum insulation R-38 Wall: minimum insulation R-13 floor: minimum insulation R-13
2. Batt insulation shall be cut neatly to fit around pipes and wires or be placed behind piping & wiring
    a) Staple insulation to face of stud
3. Air permeable insulation shall not be used as a sealing material
4. Space between windows & door jams to be sealed
5. Corners, headers & sill plates shall be sealed
6. Rim joists are to be insulated
7. A continuous air barrier shall be installed in the building envelope
8. Break or joints in the air barrier shall be sealed (taped)
9. Access openings to un-air-conditioned spaces shall be sealed (weather stripping)
10. Building cavities shall not be used as ducts or plenums
11. Programmable thermostat shall be used
12. A minimum of 75% of lights used shall be of high efficacy
13. Recessed light fixtures shall be sealed to be airtight.
14. U factor of .40 must be used and also SHGC of .25 for windows.
15. At the time of rough-in inspection Peel and Stick aluminum backed tape or other approved material shall be applied to all edges of all windows to prevent air exchange.
16. All holes interior and exterior wall top plates shall be sealed with caulking or expandable foam.

EXISTING

17. Space around plumbing pipes penetrating interior or exterior wall top plates shall be sealed with caulking or expandable foam.

The Baldwin county Building Inspection Department may at any time inspect for compliance for items above.

PLUMBING

1. Pex supply piping shall be inspected at working water pressure, minimum Pressure shall be 50 lbs.
2. Potable water supply at working pressure shall be connected to supply piping at time of inspection
3. Top out plumbing inspection shall be preformed with Electrical, HVAC and Framing inspection
4. The Contractor responsible for construction shall call in for all 4-way inspections.
5. All Bathtubs and showers shall be connected to the drain waste and vent system at the time of top out inspection. ***Exception: Whirlpool and Garden tubs may be installed after top out inspection. The trap servicing the whirlpool and garden tub shall be installed at the time of inspection.***

HVAC

1. Air Handler's return air filters shall have a minimum one square inch of filter for every 2 CFM of air the HVAC moves. This equals 400 CFM per ton of AC capacity. ***Example: A 3 ton system will require a minimum of 600 square inch of return air filter area.***
2. Contractor shall provide number of AC units and tonnage of each unit to this department before the rough in inspection.
3. The maximum length of flexible duct allowable in any application shall be limited to 12 feet. Any duct run longer that 12 feet shall be same size snap lock pipe or equal. ***Exception: Flexible duct may exceed the 12 feet maximum length provided a Manuel D and Manuel J depicting supply air CFM, duct size length and layout of system are provided to this Department before rough in inspection is scheduled.***
4. All 90 degree turns, elbows, tees or taps in rectangular duct construction with the exception of transfer duct shall have turn vanes or 2-piece 45 degree or 3-piece 90 degree elbow, 90 degree turns shall be of a long sweep design.
5. Each branch shall have a balancing damper with locking quadrant. Locations that are not accessible do not require a balancing damper.
6. All insulation shall have a continuous vapor barrier by means of same material "glass fabric tape".
7. All duct seams, joints and connections shall be sealed with sealer/mastic to prevent air leakage.
8. All duct board seams and joints shall be stapled a *maximum 2 inches OC* in addition to tape and sealer.
9. On all new construction rough ins, refrigerant tubing must be soldered closed to

EXISTING

an air tight seal.

10. Excess plenums above the Air Handler shall not be allowed, unless Manuel D documentation of compliance is provide to this Department.
11. Secondary plenums shall not be allowed, unless Manual D documentation of compliance is provided to this Department.
12. Primary contractors are responsible to insure the design of the house will accommodate compliance with the adopted codes

MODULAR HOMES

1. Submit AMHC (Alabama Manufactured Home Commission) stamped plans.
2. Modular Homes shall be certified by an Alabama Registered Engineer to meet adopted wind loads.
3. Submit foundation plans and anchorage to foundation plan. Shall equal or exceed local adopted codes.
4. And other on-site construction shall require a separate permit by the Building Inspection Department.
5. Modular Homes shall be required to have a Final Inspection after exterior of structure and any on-site construction are complete.
6. Modular Homes shall be installed as per the engineered installation instructions
7. Modular Homes shall be inspected for compliane with engineered instructions and any applicable current local adopted codes.
8. In factory construction and components are not the responsibility of the Baldwin County Building Inspection Department.
9. Existing houses that are moved from one site to another shall comply with Items 3, 4 & 5 and require a Final Inspection. Any new construction shall be incompliance with current adopted codes.

FLOOD ZONES

1. One and Two Single family dwelling construction in a designated AE or VE flood zone shall require stamped and sealed Engineer plans for structural components and applicable wind loads.

2. A one (1) foot freeboard is required above the required FEMA flood designation.

EXISTING

Baldwin County Commission

Agenda Action Form

File #: 20-1556, **Version:** 1 **Item #:** DR1

Meeting Type: BCC Regular Meeting
Meeting Date: 9/15/2020
Item Status: New
From: Vince Jackson, Development Review Planner
Submitted by: Vince Jackson, Development Review Planner

ITEM TITLE
*Case No. Z-20026 - Merritt and Walding, LLP Property Rezoning

STAFF RECOMMENDATION
Adopt Resolution #2020-125, which APPROVES Case No. Z-20026, Merritt and Walding, LLP Properties, as it pertains to the rezoning of approximately 19 acres, located in Planning (Zoning) District 12, from RA, Rural Agricultural District, to B-4, Major Commercial District.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The subject property, which is currently undeveloped, is zoned RA, Rural Agriculture District. It consists of approximately 19 acres and is located at the northeast quadrant of the I-10 and Baldwin Beach Express Interchange. The designation of B-4, Major Commercial District, has been requested in order to allow for a Recreational Vehicle (RV)/Camper Dealership. The proposed use would be allowed by right under the requested zoning.

The Planning Commission considered this request on August 6, 2020 and voted to recommend APPROVAL to the County Commission.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? Yes. Gulf Coast Newspapers.

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

FOLLOW UP IMPLEMENTATION

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

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

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Send Notice of Action to the following:

Merritt and Walding Properties, LLP
P.O. Box 1670
Point Clear, Alabama 36564

Additional instructions/notes: N/A

Baldwin County Planning & Zoning Department

Baldwin County Commission Staff Report

Agenda Item
Case No. Z-20026
Merritt and Walding Properties, LLP Property
Rezone RA, Rural Agriculture District to B-4, Major Commercial District
September 15, 2020

Subject Property Information

Planning District: 12
General Location: Northeast Quadrant of 1-10 and the Baldwin Beach Express
Physical Address: N/A
Parcel Numbers: 05-41-02-04-0-000-005.001
Existing Zoning: RA, Rural Agriculture District
Proposed Zoning: B-4, Major Commercial District
Existing Land Use: Undeveloped
Proposed Land Use: Commercial (Recreational Vehicle/Camper Dealership)
Acreage: 19 acres, more or less
Applicant: Merritt and Walding Properties, LLP
P.O. Box 1670
Point Clear, Alabama 36564
Owner: Same
Lead Staff: Vince Jackson, Planning Director
Attachments: *Within Report*

	Adjacent Land Use	Adjacent Zoning	
North	Residential/Agricultural	B-4 and RA, Rural Agricultural	
South	Interstate 10	N/A	
East	Residential/Agricultural	RA, Rural Agricultural	
West	Residential/Agricultural	Town of Loxley	Formerly B-4, Major Commercial

Summary

The subject property, which is currently undeveloped, is zoned RA, Rural Agriculture District. It consists of approximately 19 acres and is located at the northeast quadrant of the I-10 and Baldwin Beach Express Interchange. The designation of B-4, Major Commercial District, has been requested in order to allow for a Recreational Vehicle (RV)/Camper Dealership. The proposed use would be allowed by right under the requested zoning.

Section 3.2 RA Rural Agricultural District

3.2.1 *Generally*. This zoning district provides for large, open, unsubdivided land that is vacant or is being used for agricultural, forest or other rural purposes.

3.2.2 *Permitted uses*. Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses shall be permitted:

(a) The following general industrial uses: extraction or removal of natural resources on or under land.

(b) The following transportation, communication, and utility uses: water well (public or private).

(c) Outdoor recreation uses.

(d) The following general commercial uses: animal clinic and/or kennel; farm implement sales; farmers market/truck crops; nursery; landscape sales; country club.

(e) The following local commercial uses: fruit and produce store.

(f) The following institutional uses: church or similar religious facility; school (public or private).

(g) Agricultural uses.

(h) Single family dwellings including manufactured housing and mobile homes.

(i) Accessory structures and uses.

3.2.3 *Special exceptions*. Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses may be allowed as special exceptions:

(a) The following general commercial uses: recreational vehicle park (see *Section 13.9: Recreational Vehicle Parks*).

(b) The following local commercial uses: bed and breakfast or tourist home (see *Section 13.11: Bed and Breakfast Establishments*).

3.2.4 *Conditional uses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses may be allowed as conditional uses:

(a) Transportation, communication, and utility uses not permitted by right.

(b) Institutional uses not permitted by right.

3.2.5 *Area and dimensional ordinances*. Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts, Section 12.4: Height Modifications, Section 12.5: Yard Requirements, Section*

12.6: Coastal Areas, Section 12.8: Highway Construction Setbacks, Section 18.6 Variances, and *Article 20: Nonconformities,* the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	35
Minimum Front Yard	40-Feet
Minimum Rear Yard	40-Feet
Minimum Side Yards	15-Feet
Minimum Lot Area	3 Acres
Minimum Lot Width at Building Line	210-Feet
Minimum Lot Width at Street Line	210-Feet

3.2.6 *Area and dimensional modifications*. Within the RA district, area and dimensional requirements may be reduced, as set forth below, where property is divided among the following legally related family members: spouse, children, siblings, parents, grandparents, grandchildren, or step-related individuals of the same status.

Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet
Minimum Lot Area	40,000 Square Feet
Minimum Lot Width at Building Line	120-Feet
Minimum Lot Width at Street Line	120-Feet

Proposed Zoning Requirements

Section 5.4 B-4, Major Commercial District

5.4.1 *Purpose and intent.* The B-4, Major Commercial District, is intended for business uses which require a location with access to an arterial or major collector road (as defined by the Functional Classification System attached as Appendix) or which have close proximity to major intersections. Due to the nature of the businesses permitted within the B-4 district, this zoning designation should be limited to property fronting on principal arterials, major arterials or minor arterials. Ingress and egress to a roadway should promote safe and smooth traffic flow for the general traveling public. It is also the intent of this district to provide areas for businesses which, because of their intensity, outside storage areas, or large volumes of traffic, would have significant negative impacts on adjoining properties. These uses often have an actual or potential negative impact on surrounding properties due to late hours of operation, noise, and or light.

5.4.2 *Permitted uses.* The following uses are permitted as of right, or as uses accessory to permitted uses in the B-4, Major Commercial District:

(a) All uses permitted by right under the B-3 zoning designation
(b) Amusement park
(c) Auto convenience market (limited to less than 4,000 sq.ft. of gross floor area and maximum of 4 fueling pumps)
(d) Automobile parts sales
(e) Automobile repair (mechanical and body)
(f) Automobile sales
(g) Automobile service station
(h) Automobile storage (parking lot, parking garage)
(i) Boat sales and service
(j) Building materials
(k) Farm implements
(l) Flea market

(m) Home improvement center
(n) Hotel or motel
(o) Manufactured housing sales, service and repair
(p) Marina
(q) Motorcycle sales service and repair
(r) Movie theatre
(s) Recreational vehicle park
(t) Recreational vehicle sales, service and repair
(u) Restaurant, drive-in
(v) Restaurant, fast food

5.4.3 *Conditional uses*. The following uses are permissible as conditional uses in the B-4, Major Commercial District, subject to the standards and procedures established in *Section 18.11: Conditional Uses*:

(a) Airport
(b) Ambulance/EMS service
(c) Armory
(d) Auditorium, stadium, coliseum
(e) Barge docking
(f) Broadcasting station
(g) Bus and railroad terminal facility
(h) College or university
(i) Convalescent or nursing home
(j) Correctional or penal institution
(k) Dog pound
(l) Electric power substations
(m) Freight depot, rail or truck
(n) Hospital
(o) Landfill
(p) Maintenance facility/storage yard for schools, government agencies, and telephone and cable companies
(q) Race track
(r) Radio and television station and transmitting tower
(s) Railroad facility
(t) Sewage treatment plat
(u) Taxi dispatching station
(v) Taxi terminal
(w) Telephone exchange
(x) Water or sewage pumping station
(y) Water storage tank
(z) Wireless telecommunication facility
(aa) Zoo

5.4.4 *Area and dimensional ordinances.*

Maximum Height of Structure in Feet	40
Maximum Height of Structure in Habitable Stories	3
Minimum Front Yard	40-Feet
Minimum Rear Yard	25-Feet
Minimum Side Yards	15-Feet
Minimum Lot Area	20,000 Square Feet
Maximum Impervious Surface Ratio	.70
Minimum Lot Width at Building Line	80-Feet
Minimum Lot Width at Street Line	60-Feet

5.4.5 *Lighting standards*. The maximum height of exterior lights shall be 25-feet. The intensity, location, and design of lighting shall be such that not more than one foot candle of light is cast upon adjacent property or public rights-of-way. Light fixtures shall be designed to cast light downward. Where necessary, cut-off devices shall be used to minimize glare off premises. No light shall be aimed directly toward a property designated residential, which is located within 200-feet of the source of the light.

5.4.6 *Distance between structures.* If there is a separation between any two principal structures on the same parcel, said separation shall be a minimum of 15-feet or a distance equal to one-half the sum of their heights, whichever is the greater.

5.4.7 *Landscaping and buffering.* All B-4, Major Commercial District, uses shall meet the requirements of *Article 17, Landscaping and Buffers*.

Agency Comments

Baldwin County Highway Department:

Tyler Mitchell

DJ,

Access to this property via CR 68 would need to be coordinated with the Highway Department and would require a commercial access/turnout permit. This access should be planned for the easterly portion of the property.

Thank you,

Tyler Mitchell, P.E.
Construction Manager
Baldwin County Highway Department
o: 251-937-0371
c: 251-525-0497

Weesie Jeffords

DJ,

Tyler talked to Joey about this one. Below are additional comments that go with his remarks.

Any connection to this property should be along the East/West portion of County Road 68. Connection should be permitted through the Baldwin County Highway Department Permits Section with a Commercial Turnout. Impacts to any current Highway project or projected project will be looked at if the application is submitted.

Access along the North/South portion of CR 68/Beach Express/I10 interchange can only be permitted through ALDOT. This would most likely would not be allowed due to this area being the "No Access Zone."

Thanks,

Weesie

ADEM: No comments received.

Municipality (Loxley): No comments received.

Staff Analysis and Findings

The following factors for reviewing zoning amendments are found in Section 19.6 of the *Baldwin County Zoning Ordinance*. These factors are to be considered when an application is being reviewed for rezoning.

1.) Is the requested change compatible with the existing development pattern and the zoning of nearby properties?

The subject property is currently undeveloped and has been used for agricultural purposes. The property adjoins County Road 68 to the north and the I-10/Baldwin Beach Express Interchange. The adjacent properties are residential and agricultural. Properties to the north and northwest are zoned B-4. Buc-ee's is located at the southwest quadrant of the interchange.

2.) Has there been a change in the conditions upon which the original zoning designation was based? Have land uses or conditions changed since the zoning was established?

The zoning for Planning District 12 was approved by the County Commission on November 7, 2006. The major change affecting this area is the completion of the Baldwin Beach Express and the I-10 interchange. As a result, numerous parcels, both north and south of I-10, have been rezoned to B-4. The most significant development to occur so far is Buc-ee's, which was permitted and developed under County zoning prior to annexation into the Town of Loxley.

3.) Does the proposed zoning better conform to the Master Plan?

The Baldwin County Master Plan, 2013, provides future land use designations for properties located within the zoned areas of the County. These categories represent the recommendations for the physical development of the unincorporated areas of the County. They are intended for planning purposes only and do not represent the adoption of zoning designations for areas which have not voted their desire to come under the zoning authority of the Baldwin County Commission. Although not legally binding, the future land use designations are evaluated in conjunction with criteria found in the Baldwin County Zoning Ordinance (Zoning Ordinance), the Baldwin County Subdivision Regulations, the Baldwin County Flood Damage Prevention Ordinance and any other ordinances and regulations which the County Commission may adopt.

A future land use designation of Agricultural is provided for the subject property. Approval of the rezoning will result in an amendment of the Future Land Use Map to Commercial. This category provides for retail and wholesale trade facilities which offer convenience and other types of goods and services. Institutional uses, recreational uses, mixed-use developments and transportation, communication and utility uses may be included in accordance with the Zoning Ordinance. Multiple family developments may also be included. Commercial uses should be located on major streets so as to be accessible to the residential population. Zoning designations may include RR, B-1, B-2, B-3, B-4, LB, RV-1, RV-2, MR and TR.

4.) Will the proposed change conflict with existing or planned public improvements?

Baldwin County Highway Department Comments:

Tyler Mitchell

DJ,

Access to this property via CR 68 would need to be coordinated with the Highway Department and would require a commercial access/turnout permit. This access should be planned for the easterly portion of the property.

Thank you,

Tyler Mitchell, P.E.
Construction Manager
Baldwin County Highway Department
o: 251-937-0371
c: 251-525-0497

Weesie Jeffords

DJ,

Tyler talked to Joey about this one. Below are additional comments that go with his remarks.

Any connection to this property should be along the East/West portion of County Road 68. Connection should be permitted through the Baldwin County Highway Department Permits Section with a Commercial Turnout. Impacts to any current Highway project or projected project will be looked at if the application is submitted.

Access along the North/South portion of CR 68/Beach Express/I10 interchange can only be permitted through ALDOT. This would most likely would not be allowed due to this area being the "No Access Zone."

Thanks,

Weesie

5.) Will the proposed change adversely affect traffic patterns or congestion?

The area has seen a significant increase in traffic and congestion since Buc-ee's opened. Development of the subject property will also bring about an increase in traffic. However, the traffic generated by the proposed use should be somewhat less than that generated by Buc-ee's. In addition, the location north of I-10 and the proximity to the interchange should help to minimize impacts. This will be looked at further during the permitting process, as discussed above.

6.) Is the proposed amendment consistent with the development patterns in the area and appropriate for orderly development of the community? The cost of land or other economic considerations pertaining to the applicant shall not be a consideration in reviewing the request.

The subject property abuts the Baldwin Beach Express to the east and the I-10 interchange. As previously stated in the B-4 Major Commercial District purpose and intent, B-4 zoning "is intended for business uses which require a location with access to an arterial or major collector road or which have close proximity to major intersections." Please also refer to the responses for standards 1 and 2.

7.) Is the proposed amendment the logical expansion of adjacent zoning districts?

Adjacent properties to the north and northwest are zoned B-4. Several parcels, including the location of Buc-ee's, were zoned B-4 prior to annexation into the Town of Loxley.

8.) Is the timing of the request appropriate given the development trends in the area?

Timing is not a factor.

9.) Will the proposed change adversely impact the environmental conditions of the vicinity or the historic resources of the County?

There are no environmental conditions or historic resources which would be impacted by this request.

10.) Will the proposed change adversely affect the health, safety and welfare of the County and the vicinity?

Staff anticipates no adverse impacts.

11.) Other matters which may be appropriate.

N/A

Staff Comments and Recommendation

As stated previously, the subject property, which is currently undeveloped, is zoned RA, Rural Agriculture District. It consists of approximately 19 acres and is located at the northeast quadrant of the I-10 and Baldwin Beach Express Interchange. The designation of B-4, Major Commercial District, has been requested in order to allow for a Recreational Vehicle (RV)/Camper Dealership. The proposed use would be allowed by right under the requested zoning.

If the requested rezoning is approved, the applicant will be required to apply for Land Use approval and meet all zoning requirements including, but not limited to setbacks, building height, parking, signage, landscaping and buffering. Drainage plans will be reviewed by the Baldwin County Highway Department.

Staff feels that this is a reasonable request and recommends **APPROVAL**. * A decision should be made, based on the information obtained at the public hearing.

**On rezoning applications, the County Commission will be making the final decision.*

Property Images

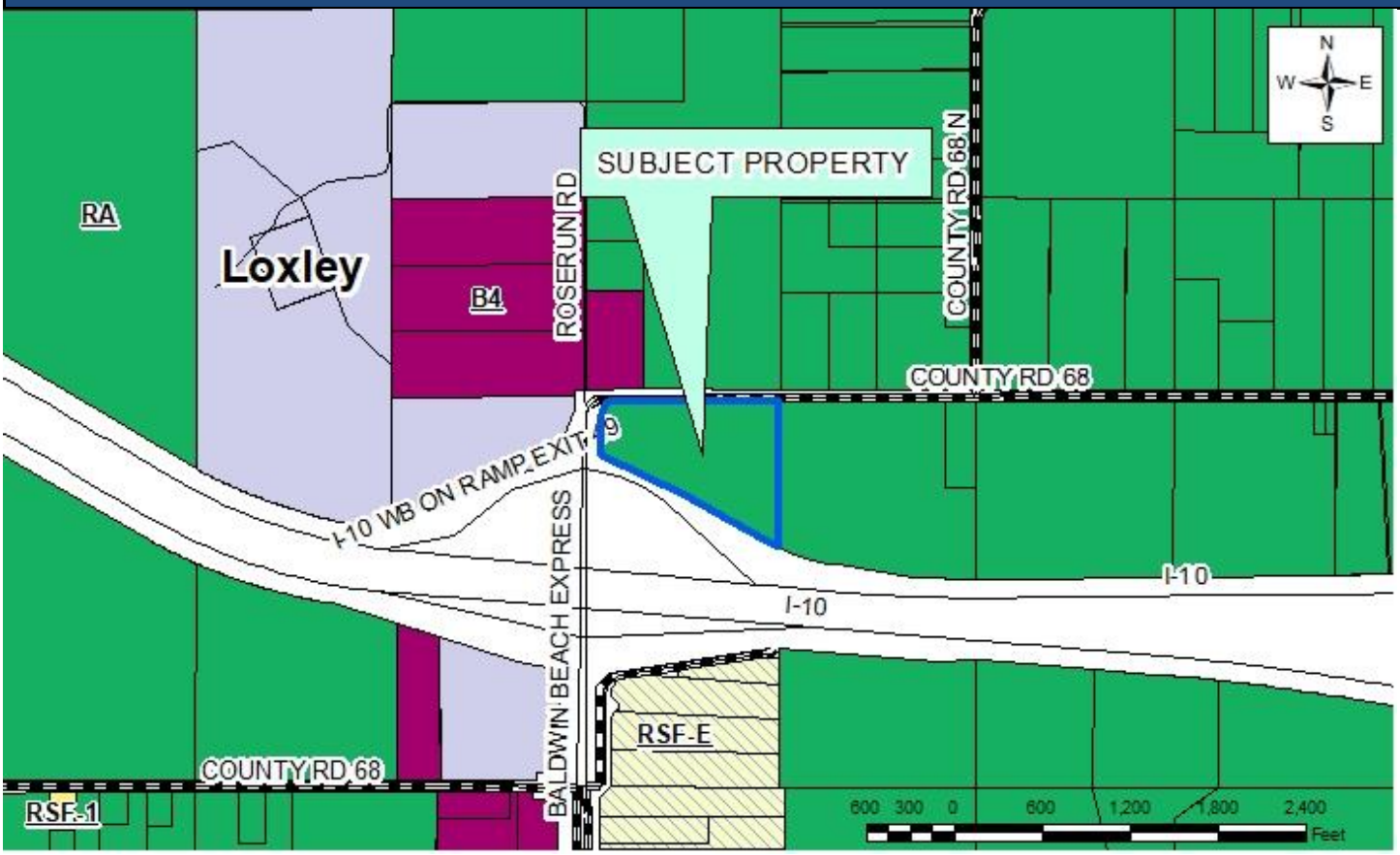




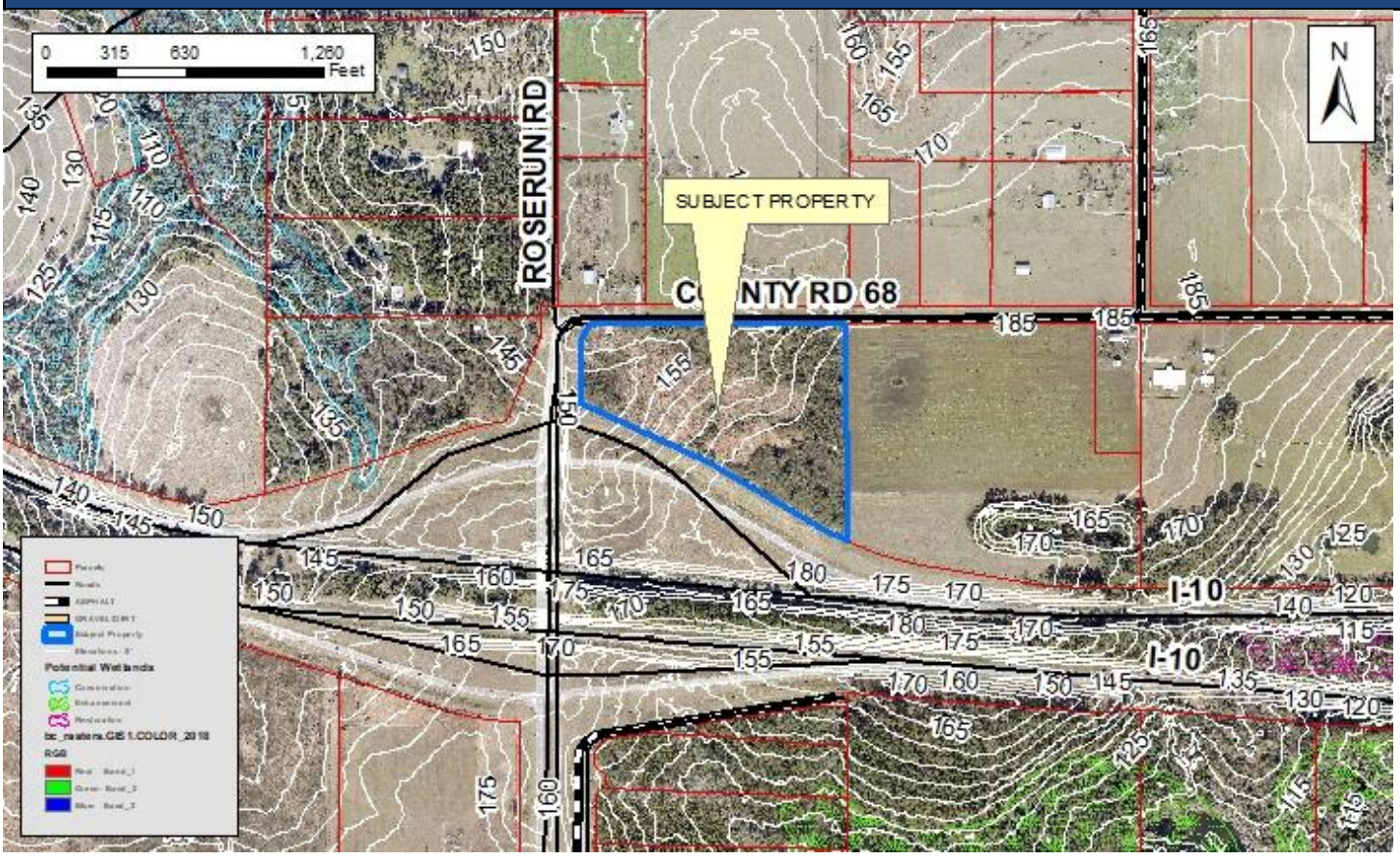

ADJOINING PROPERTY
TO THE EAST
07/16/2020


ADJOINING PROPERTY
TO THE NORTH
07/16/2020

Locator Map



Site Map



BALDWIN COUNTY PLANNING & ZONING COMMISSION

VOTING SHEET

Case Z-20026

Merritt & Walding Property

Rezone RA to B-4

August 6, 2020

Motion: TO RECOMMEND APPROVAL

Made by: BRANDON BIAS

Motion Seconded by: KEVIN MURPHY

MEMBER	IN FAVOR OF MOTION MADE	OPPOSED TO MOTION MADE
Sam Davis	-	-
Kevin Murphy	X	
Bonnie Lowry	X	
Daniel Nance	A	
Brandon Bias	X	
Nancy Mackey	X	
Robert Davis	X	
Plumer Tonsmeire	A	
Jason Padgett	A	

MOTION TO RECOMMEND APPROVAL CARRIED ON A VOTE OF 5-0

Mrs. Booth reported no deficiencies and recommendation of approval by staff. Max Dearing with Jade Development represented the applicant. There was no one present in opposition. Mrs. Booth answered questions.

Nancy Mackey made a motion to approve the request. Brandon Bias seconded the motion. All members voted aye. **Motion to approve Case S-20058 Fairhope Motor Coach Phase II Final Site Plan Approval carries on a vote of 5-0.**

VI. CONSIDERATION OF APPLICATIONS AND REQUESTS – REZONING CASES

a.) CASE Z-20026 MERRITT & WALDING PROPERTIES LLP PROPERTY

Vince Jackson presented the request to rezone approximately 19 acres from RA to B-4 to allow a RV/Camper dealership. The subject property is located on the south side of County Road 68 east of the Baldwin Beach Express in Planning District 12.

Mr. Jackson reported recommendation of approval by staff and answered questions. Coley Boone with Merritt & Walding was present to represent the applicant and answered questions. There was no one present in opposition.

Brandon Bias made a motion to recommend approval. Kevin Murphy seconded the motion. **Motion to recommend approval for Case Z-20026 Merritt & Walding Properties LLP Property rezoning request from RA to B-4 carries on a vote of 5-0.**

b.) CASE Z-20027 ESTATE OF INEZ STOTS PROPERTY

Vince Jackson presented the request to rezone approximately .5 acres from RSF-3 to B-2 to allow commercial use of the property. The subject property is located at 9765 Milton Jones Road in Planning District 15.

Mr. Jackson reported recommendation of approval by staff and answered questions. Applicant Patricia Reed and her real estate agent Tania Lazzari spoke in favor of the request. Johnny Stanton signed up in opposition but did not speak at the podium.

Nancy Mackey made a motion to recommend approval to the County Commission. Robert Davis seconded the motion. Brandon Bias voted nay. All other members voted aye. **Motion to recommend approval to County Commission for Case Z-20027 Estate of Inez Stots Property rezoning request from RSF-3 to B-2 carries on a vote of 4-1.**

c.) CASE Z-20028 ESTATE OF INEZ STOTS PROPERTY

Mr. Jackson presented the request to rezone approximately 7.91 acres from RSF-1 to B-2 to allow commercial use of the property. The subject property is located at 28045 County Road 66 North in Planning District 15.

Mr. Jackson reported recommendation of approval by staff and answered questions. Applicant Patricia Reed and her real estate agent Tania Lazzari spoke in favor of the request. No one spoke in opposition of the request.

STATE OF ALABAMA

COUNTY OF BALDWIN

RESOLUTION # 2020-125

DETERMINATION OF THE BALDWIN COUNTY COMMISSION, REGARDING **Case No. Z-20026, Merritt and Walding Property,** SUCH DETERMINATION AS AUTHORIZED PURSUANT TO ACT NO. 91-719, AS AMENDED.

WHEREAS, Merritt and Walding Properties, LLP, has petitioned the Baldwin County Commission to rezone certain property, in Planning (Zoning) District No. 12, for property identified herein and described as follows:

19 AC(C) IRR FM NE CORNER OF NW ¼ OF SE ¼ OF SECTION 4 TH RUN SOUTH 40'(S) FOR THE POB TH CONT S 996'(S) TH NW 1370'(S), TH NORTH 290'(S) TH NE 92' (S) , TH EAST 1168'(S) TO THE POB SECTION 4-T5S-R4E (WD) IN#1586254

SAID DESCRIBED PARCEL CONTAINING 19 ACRES, MORE OR LESS.

Otherwise known as a part of tax parcel number **05-41-02-04-0-000-005.001**, as found in the office of the Revenue Commissioner of Baldwin County, Alabama; and

WHEREAS, the petitioner has requested that the property herein identified be rezoned from RA, Rural Agricultural District, to B-4, Major Commercial District; and

WHEREAS, the Baldwin County Planning and Zoning Commission held a public hearing on August 6, 2020, and voted to recommend **APPROVAL** to the Baldwin County Commission; and

WHEREAS, the Baldwin County Commission held a public hearing on September 15, 2020; and

WHEREAS, the requirements of Act No. 91-719, as amended by Act No. 93-668, as amended by Act No. 98-665, as amended by Act No. 2006-609, and further amended by Act No. 2010-719, regarding procedures to consider this rezoning request, which would affect the Planning (Zoning) District Boundary designations of the Planning (Zoning) District No. 12 Official Map, have been met; now therefore

BE IT RESOLVED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, That the petitioner's request to rezone the property (Case No. Z-20026, Merritt and Walding Properties, LLP, Property) as herein identified and described and as found within the confines of Planning (Zoning) District No. 12 from RA, Rural Agricultural District, to B-4, Major Commercial District, which amends the Planning (Zoning) District Boundary Designations of the Planning (Zoning) District No. 12 Official Map, is hereby **APPROVED**.

DONE, Under the Seal of the County Commission of Baldwin County, Alabama, on this the **15th** day of **September 2020.**

_____

Honorable Billie Jo Underwood, Chairman

ATTEST:

_____

Wayne A. Dyess, County Administrator

Planning and Zoning

Department

Memo

To: Anu Gary, Records Manager

From: DJ Hart

Date: 9/10/2020

Re: Z-20026 Merritt and Walding Property

Proof of Advertisement for the Baldwin County Commission Public Hearing on 9/15/2020

Anu:

Attached is the original Proof of Publication for the Baldwin County Commission public hearing for case:

Z-20026 Merritt and Walding Property

The Planning and Zoning Commission meeting was held **Thursday August 6, 2020.**

The County Commission public hearing is scheduled for **Tuesday September 15, 2020.**

Please let me know if you have any questions.

Thank You,

DJ Hart

GULF COAST MEDIA
A DIVISION OF OPC NEWS, LLC
PO BOX 1677 • SUMTER, SC 29150

FOLEY 251.943.2151
The Courier – The Islander
The Onlooker
The Baldwin Times

LEGAL REP -
251-345-6805

PROOF OF PUBLICATION
STATE OF ALABAMA • BALDWIN COUNTY

Before me, the undersigned authority in and for said County, in said State, personally appeared April M. Perry who, by me duly sworn, deposes and says that: she is the Legal Representative of the following newspaper listed below, a newspaper of GENERAL CIRCULATION, PUBLISHED and PRINTED in Baldwin County, Alabama, and that there was published in The Courier, The Islander, The Onlooker, & or The Baldwin Times in the issue/s of:

08/19/2020, 08/26/2020, 09/02/2020

a legal notice, a copy of which is hereto attached. The sum charged by the Newspaper for said publication does not exceed the lowest classified rate paid by commercial customers for an advertisement of similar size and frequency in the same newspaper(s) in which the public notice appeared.

There are no agreements between the Newspaper and the officer or attorney charged with the duty of placing the attached legal advertising notices whereby any advantage, gain or profit accrued to said officer or attorney.

X April M. Perry
April M. Perry, Legal Ad Representative

X Amber Kimbler
Amber Kimbler, Notary Public
Baldwin County, Alabama
My commission expires April 10, 2022

AMBER KIMBLER
My Commission Expires
April 10, 2022

Sworn and subscribed to on 09/02/2020.

BC PLANNING & ZONING- LEGAL

Acct#: 983695

Ad#: 314885

Z-20026 Merritt and Walding Properties, LLP Property

Amount of Ad: $348.48

Legal File# Z-20026 Merrit

BALDWIN COUNTY COMMISSION

BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

Mailing Address
22251 Palmer Street
Robertsdale, AL 36567
Phone: (251) 580-1655
Fax: (251) 580-1656

Physical Address
22070 Highway 59
Robertsdale, AL 36567
Phone: (251) 580-1655
Fax: (251) 580-1656

Foley Office
201 East Section Avenue
Foley, AL 36535
Phone: (251) 972-8523
Fax: (251) 972-8520

NOTICE OF PUBLIC HEARING
Case No. Z-20026
Merritt and Walding Properties, LLP Property
Planning District 12

Notice is hereby given that the Baldwin County Commission will conduct a public hearing concerning a request submitted by Merritt and Walding Properties, LLP, owner of property located on County Road 68 in Planning District 12. The applicant is requesting approval to rezone 19± acres from RA - Rural Agricultural District to B-4 - Major Commercial District. The Parcel Identification Number is 05-41-02-04-0-000-005.001.

The public hearing will be conducted during the next regular meeting of the Baldwin County Commission which is scheduled for Tuesday, September 15, 2020, beginning at 8:30 a.m. at the Baldwin County Administration Building, 322 Courthouse Square in Bay Minette, AL.

The said application will be considered by the Baldwin County Commission pursuant to Alabama Code 45-2-261. The application materials are available for public review at the office of the Baldwin County Planning & Zoning Department, 22070 Hwy 59 in Robertsdale, AL, or at the Foley Satellite Courthouse, 201 East Section Avenue in Foley, Alabama during normal business hours. If you desire to speak with someone by telephone about this application, please contact the Baldwin County Planning and Zoning Department at (251)580-1655. If you desire to submit written comments, please address your correspondence to:

Baldwin County Planning & Zoning Department
22251 Palmer Street
Robertsdale, AL 36567

You may fax your comments to Planning & Zoning Department at (251)580-1656. If you desire to address the Baldwin County Commission in person about this application, please attend the public hearing at the time and location listed above.

Public participation is solicited without regard to race, color, national origin, sex, age, religion, disability. Persons who require special accommodations under the Americans with Disabilities Act or those requiring language translation services should contact the Baldwin County Planning & Zoning Department at 251-580-1655.
August 19-26; September 2, 2020

RECEIVED
9/10/2020
DGHart

GULF COAST MEDIA

THE COURIER • THE ONLOOKER • THE ISLANDER • THE BALDWIN TIMES

Printer Affidavit:

This is to certify the attached advertisement

Appeared in The Courier, The Islander & The Onlooker Issue of Gulf Coast Media.

Publication Date(s):

August 26, 2020

Account # 987101 PO # _____

Cost $ 360.00 Ad # 265928 - 2 - 20026

Bethany Summerlin

Bethany Summerlin

Sales Representative

Bill To:

Baldwin County Planning & Zoning

Mail payments to:

Gulf Coast Media PO Box 1677- Sumter, SC 29151

Sworn to and subscribe before me

This 1st day of September, 2020

Amber Kimbler

Amber Kimbler

Notary Public for Alabama

AMBER KIMBLER
My Commission Expires
April 10, 2022

RECEIVED
9/10/2020
DG Hart

Loxley certifies elections for mayor, four council seats

By JOHN UNDERWOOD
john@gulfcoastmedia.com

LOXLEY — The Loxley Town Council voted on Monday, Aug. 10 to certify elections for mayor and four of the five council seats after incumbents qualified unopposed in those races.

The council voted unanimously Aug. 10 to certify the elections of Mayor Richard Teal, Mayor Pro Tem Kasey Childress, Richard Lee Wilson, Jeffrey T. Knight and Katherine Breeden, who all qualified unopposed in their respected races.

It was a four-way race for the Place 4 seat with the town's newest council member Chris McCall facing off against three challengers in the Aug. 25 election.

McCall was appointed last year to fill the council seat vacated by Teal, who was appointed as mayor following the death of longtime Mayor Billy Middleton.

McCall faced Beth Lovell, Randy Smith and Philip Dembowski for the seat. Results from the election were not available at press time.

In other business Aug. 10, the council voted to appoint election officers for the Aug. 25 election, including Janice Christopherson, inspector; Carol Gardner, registration list clerk; Bridgett Kaiser, poll list clerk; Dot Bishop, ballot clerk; and Todd Kaiser, alternate. Town Clerk Melissa Lawrence was appointed in July to oversee the election.

Also on Aug. 10, the council approved a transportation plan to use revenues anticipated from the Rebuild Alabama Act fund during the 2020-21 fiscal year.

The act, which was signed into law in March of last year by the State Legislature, increased the gasoline and undyed diesel excise taxes by 6 cents per gallon affective Sept. 1, 2019. An additional 2-cent tax will be levied beginning Oct. 1 of 2020 and 2021 with additional tax adjustments, not to exceed 1-cent per gallon, to be levied effective Oct. 1, 2023 and every other year thereafter on July 1.

Municipalities and county governments throughout the state will receive funding through the tax levy for roadway improvements, repairs, resurfacing, reconstruction or maintenance. The funds could also be used as match monies for any state or federal grant funded projects to perform roadway improvements, repairs, resurfacing, reconstruction or maintenance.

The Rebuild Alabama Act requires all municipalities to pass

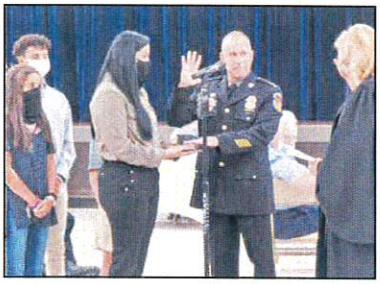
SEE LOXLEY, PAGE 28

FOLEY

CONTINUED FROM 1

the last 13 which were spent as Foley's chief.

"Chief Wilson is probably one of the best, if not the best, hires that's been made at this city since I've been on this council, and I've been here awhile," said Council President Wayne Trawick. "We thoroughly appreciate [Wilson] being here and what [he has] done for this city, it brought us a long way, and it was hard to get here ... He is the absolute definition of a leader. He has left the department in a much better state than he found it, and if that's not real leadership then I don't know what is."



JESSICA VAUGHN / STAFF PHOTO

Speakers for the event included Foley Mayor John Koniar, Baldwin County District Attorney Robert Wilters, Sheriff Hoss Mack, and Bullock. Wilson's weapons, both his stock and backup, were approved as surplus and presented to him during the ceremony. The department's staff had his stock weapon customized in his honor.

Prior to coming to Foley, Wilson served on Daphne PD. Wilson was taught community-oriented policing by Captain Charlie McNichol, which he says he's never forgotten. Though retiring, Wilson will remain working part time as a Training Specialist for the City of Foley. He looks forward to using retirement to spend time with his wife Denise and their family.

"To our police department and city employees, Team Foley, I love working with you and am looking forward to it more in the future," said Wilson. "To our police department employees, I've already shared with you how I feel about you, but what a great group of men and women to work with, and I'll take you with me for the rest of my days in my heart."

Bullock has served in law enforcement for 24 years. After his swearing in, Bullock thanked his family, friends, the City of Foley's staff, council, and mayor, the citizens of Foley, and Wilson.

"I'm proud to serve [the citizens of Foley]," Bullock said. "I grew up in this area, in this town, and I'm glad to give back to this family that I grew up in, so it's a pleasure and an honor to do that. And if it wasn't for [Chief Wilson], I wouldn't be here I don't believe. This man has shown us so many things when it comes to leadership, he has developed us, he has helped to get us to where we are. We are very sad to be losing him. He's also a friend that is going to be missed, but he's still going to be around, we're still going to be going to lunch. I can't tell you how much I love David as a friend and as my chief, and I just think he's done so much for us. I know we're going to make him and the citizens and the council and everyone else proud."

BALDWIN COUNTY COMMISSION
BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

Mailing Address	Physical Address	Foley Office
22251 Palmer Street	22070 Highway 59	201 East Section Avenue
Robertsdale, AL 36567	Robertsdale, AL 36567	Foley, AL 36535
Phone: (251) 580-1655	Phone: (251) 580-1655	Phone: (251) 972-8523
Fax: (251) 580-1656	Fax: (251) 580-1656	Fax: (251) 972-8520

NOTICE OF PUBLIC HEARING

Case No. Z-20026
Merritt and Walding Properties, LLP Property
Planning District 12

Notice is hereby given that the Baldwin County Commission will conduct a public hearing concerning a request submitted by Merritt and Walding Properties, LLP, owner of property located on County Road 68 in Planning District 12. The applicant is requesting approval to rezone 19± acres from RA - Rural Agricultural District to B-4 - Major Commercial District. The Parcel Identification Number is 05-41-02-04-0-000-005.001.

The public hearing will be conducted during the next regular meeting of the Baldwin County Commission which is scheduled for **Tuesday, September 15, 2020**, beginning at 8:30 a.m. at the Baldwin County Administration Building, 322 Courthouse Square in Bay Minette, AL.

The said application will be considered by the Baldwin County Commission pursuant to Alabama Code 45-2-261. The application materials are available for public review at the office of the Baldwin County Planning & Zoning Department, 22070 Hwy 59 in Robertsdale, AL, or at the Foley Satellite Courthouse, 201 East Section Avenue in Foley, Alabama during normal business hours. If you desire to speak with someone by telephone about this application, please contact the Baldwin County Planning and Zoning Department at (251)580-1655 . If you desire to submit written comments, please address your correspondence to:

Baldwin County Planning & Zoning Department
22251 Palmer Street
Robertsdale, AL 36567

You may fax your comments to Planning & Zoning Department at (251)580-1656 . If you desire to address the Baldwin County Commission in person about this application, please attend the public hearing at the time and location listed above.

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NOTICE OF PUBLIC HEARING

Case No. Z-20027
Estate of Inez Stots Property
Planning District 15

Notice is hereby given that the Baldwin County Commission will conduct a public hearing concerning a request submitted by Patricia Reed on behalf of Estate of Inez Stots, owner of property located at 9765 Milton Jones Rd in Planning District 15. The applicant is requesting approval to rezone 0.5± acres from RSF-3 Single Family District to B-2 - Local Business District. The Parcel Identification Number is 05-43-05-22-0-000-019.002.

The public hearing will be conducted during the next regular meeting of the Baldwin County Commission which is scheduled for **Tuesday, September 15, 2020**, beginning at 8:30 a.m. at the Baldwin County Administration Building, 322 Courthouse Square in Bay Minette, AL.

The said application will be considered by the Baldwin County Commission pursuant to Alabama Code 45-2-261. The application materials are available for public review at the office of the Baldwin County Planning & Zoning Department, 22070 Hwy 59 in Robertsdale, AL, or at the Foley Satellite Courthouse, 201 East Section Avenue in Foley, Alabama during normal business hours. If you desire to speak with someone by telephone about this application please contact the Baldwin County Planning and Zoning Department at (251)580-1655 . If you desire to submit written comments, please address your correspondence to:

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Planning and Zoning

Department

Memo

To: Anu Gary, Records Manager

From: DJ Hart

Date: 9/10/2020

Re: Z-20026 Merritt and Walding Property

Proof of Advertisement for the Baldwin County Planning and Zoning Commission Public Hearing on 8/6//2020

Anu:

Attached is the original Proof of Publication for the Baldwin County Planning and Zoning Commission public hearing for case:

Z-20026 Merritt and Walding Property

The Planning and Zoning Commission meeting was held **Thursday August 6, 2020.**

The County Commission public hearing is scheduled for **Tuesday September 15, 2020.**

Please let me know if you have any questions.

Thank You,

DJ Hart

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The Onlooker
The Baldwin Times

LEGAL REP -
251-345-6805

PROOF OF PUBLICATION
STATE OF ALABAMA • BALDWIN COUNTY

Before me, the undersigned authority in and for said County, in said State, personally appeared April M. Perry who, by me duly sworn, deposes and says that: she is the Legal Representative of the following newspaper listed below, a newspaper of GENERAL CIRCULATION, PUBLISHED and PRINTED in Baldwin County, Alabama, and that there was published in The Courier, The Islander, The Onlooker, & or The Baldwin Times in the issue/s of:

07/22/2020

a legal notice, a copy of which is hereto attached. The sum charged by the Newspaper for said publication does not exceed the lowest classified rate paid by commercial customers for an advertisement of similar size and frequency in the same newspaper(s) in which the public notice appeared.

There are no agreements between the Newspaper and the officer or attorney charged with the duty of placing the attached legal advertising notices whereby any advantage, gain or profit accrued to said officer or attorney.

x April M. Perry
April M. Perry, Legal Ad Representative

x Amber Kimbler
Amber Kimbler, Notary Public
Baldwin County, Alabama
My commission expires April 10, 2022

AMBER KIMBLER
My Commission Expires
April 10, 2022

Sworn and subscribed to on 07/22/2020.

BC PLANNING & ZONING- LEGAL

Acct#: 983695

Ad#: 313858

Z-20026 Merritt and Walding Properties

Amount of Ad: $118.72

Legal File# Z-20026 Merritt

BALDWIN COUNTY PLANNING & ZONING COMMISSION
BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

Mailing Address
22251 Palmer Street
Robertsdale, AL 36567
Phone: (251) 580-1655
Fax: (251) 580-1656

Physical Address
22070 Highway 59
Robertsdale, AL 36567
Phone: (251) 580-1655
Fax: (251) 580-1656

Foley Office
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Fax: (251) 972-8520

NOTICE OF PUBLIC HEARING

Case No. Z-20026
Merritt and Walding Properties, LLP Property
Planning District 12

Notice is hereby given that the Baldwin County Planning & Zoning Commission will conduct a public hearing concerning a request submitted by Merritt and Walding Properties, LLP, owner of property located on County Road 68 in Planning District 12. The applicant is requesting approval to rezone 19± acres from RA - Rural Agricultural District to B-4 - Major Commercial District. The Parcel Identification Number is 05-41-02-04-0-000-005.001.

The public hearing will be conducted during the next regular meeting of the Baldwin County Planning & Zoning Commission which is scheduled for Thursday, August 6, 2020, beginning at 4:00 p.m. at the Baldwin County Central Annex, 22251 Palmer St. in Robertsdale, AL.

The said application will be considered by the Baldwin County Planning & Zoning Commission pursuant to Alabama Code 45-2-261. The application materials are available for public review at the office of the Baldwin County Planning & Zoning Department, 22070 Hwy 59 in Robertsdale, AL, or at the Foley Satellite Courthouse, 201 East Section Avenue in Foley, Alabama during normal business hours. If you desire to speak with someone by telephone about this application, please contact the Baldwin County Planning and Zoning Department at (251)580-1655. If you desire to submit written comments, please address your correspondence to:

Baldwin County Planning & Zoning Department
22251 Palmer Street
Robertsdale, AL 36567

You may fax your comments to Planning & Zoning Department at (251)580-1656. If you desire to address the Planning Commission in person about this application, please attend the public hearing at the time and location listed above.

Public participation is solicited without regard to race, color, national origin, sex, age, religion, disability. Persons who require special accommodations under the Americans with Disabilities Act or those requiring language translation services should contact the Baldwin County Planning & Zoning Department at 251-580-1655.
July 22, 2020

RECEIVED
7/24/2020
DGHart

Baldwin County Commission

Agenda Action Form

File #: 20-1559, **Version:** 1 **Item #:** DR2

Meeting Type: BCC Regular Meeting
Meeting Date: 9/15/2020
Item Status: New
From: Vince Jackson, Development Review Planner
Submitted by: Vince Jackson, Development Review Planner

ITEM TITLE
*Case No. Z-20027 - Estate of Inez Stots Property Rezoning

STAFF RECOMMENDATION
Adopt Resolution #2020-122, which APPROVES Case No. Z-20027, Estate of Inez Stots Property, as it pertains to the rezoning of approximately .5 acres, located in Planning (Zoning) District 15, from RSF-3, Single Family District, to B-2 Neighborhood Business District.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The subject property, which consists of approximately .5 acres, is currently zoned RSF-3, Single Family District. B-2, Neighborhood Business District has been requested. According to the submitted information, the purpose of the request is to achieve the best use of the property and a designation which is consistent with its location. This application involves the same applicant as Case No. Z-20028, which is a similar request.

The Planning Commission considered this request on August 6, 2020 and voted to recommend APPROVAL to the County Commission.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? Yes. Gulf Coast Newspapers.

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

FOLLOW UP IMPLEMENTATION

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

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

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Send Notice of Action to the following:

Ms. Patricia Reed
28045 County Road 66 North
Loxley, Alabama 36551

Additional instructions/notes: Planning and Zoning Department - Update zoning map.

STATE OF ALABAMA

COUNTY OF BALDWIN

RESOLUTION # 2020-122

DETERMINATION OF THE BALDWIN COUNTY COMMISSION, REGARDING **Case No. Z-20027, Estate of Inez Stots Property,** SUCH DETERMINATION AS AUTHORIZED PURSUANT TO ACT NO. 91-719, AS AMENDED.

WHEREAS, Patricia Reed, executor of the Estate of Inez Stots, has petitioned the Baldwin County Commission to rezone certain property, in Planning (Zoning) District No. 15, for property identified herein and described as follows:

104.3 X 208.5 BEG AT SW COR OF SE ¼ OF NE ¼ RUN TH N 15' FOR POB, CONT TH N 208.5', TH E 104.3', TH S 208.5', TH W 104.23 TO POB SEC 22-T5S-R2E (POA) IN#1200345

SAID DESCRIBED PARCEL CONTAINING .5 ACRES, MORE OR LESS.

Otherwise known as a part of tax parcel number **05-43-05-22-0-000-019.002**, as found in the office of the Revenue Commissioner of Baldwin County, Alabama; and

WHEREAS, the petitioner has requested that the property herein identified be rezoned from RSF-3, Single Family District, to B-2, Neighborhood Business District; and

WHEREAS, the Baldwin County Planning and Zoning Commission held a public hearing on August 6, 2020, and voted to recommend **APPROVAL** to the Baldwin County Commission; and

WHEREAS, the Baldwin County Commission held a public hearing on September 15, 2020; and

WHEREAS, the requirements of Act No. 91-719, as amended by Act No. 93-668, as amended by Act No. 98-665, as amended by Act No. 2006-609, and further amended by Act No. 2010-719, regarding procedures to consider this rezoning request, which would affect the Planning (Zoning) District Boundary designations of the Planning (Zoning) District No. 15 Official Map, have been met; now therefore

BE IT RESOLVED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, That the petitioner's request to rezone the property (Case No. Z-20027, Estate of Inez Stots Property) as herein identified and described and as found within the confines of Planning (Zoning) District No. 15 from RSF-3, Single Family District, to B-2, Neighborhood Business District, which amends the Planning (Zoning) District Boundary Designations of the Planning (Zoning) District No. 15 Official Map, is hereby **APPROVED**.

DONE, Under the Seal of the County Commission of Baldwin County, Alabama, on this the **15th** day of **September 2020.**

_____

Honorable Billie Jo Underwood, Chairman

ATTEST:

_____

Wayne A. Dyess, County Administrator

Baldwin County Planning & Zoning Department

Baldwin County Commission Staff Report

Agenda Item
Case No. Z-20027
Estate of Inez Stots Property
Rezone RSF-3, Single Family, to B-2, Neighborhood Business District
September 15, 2020

Subject Property Information

Planning District:	15
General Location:	North side of Milton Jones Road, west of State Highway 181
Physical Address:	9765 Milton Jones Road, Daphne
Parcel Number:	05-43-05-22-0-000-019.002
Existing Zoning:	RSF-3, Single Family District
Proposed Zoning:	B-2, Neighborhood Business District
Existing Land Use:	Residential
Proposed Land Use:	Commercial (No use specified. Seeking best use of property.)
Acreage:	.5 acres, more or less
Applicant:	Patricia Reed 28045 County Road 66 North Loxley, Alabama 36551
Owners:	Estate of Inez Stots (Patricia Reed, Executor) 28045 County Road 66 North Loxley, Alabama 36551
Lead Staff:	Vince Jackson, Development Review Planner
Attachments:	*Within Report*

	Adjacent Land Use	Adjacent Zoning
North	Residential	RSF-3, Single Family District
South	Light Industrial/Residential	M-1, Light Industrial/RSF-1
East	Residential	RSF-3, Single Family District
West	Commercial	B-3, General Business

Summary

The subject property, which consists of approximately .5 acres, is currently zoned RSF-3, Single Family District. B-2, Neighborhood Business District has been requested. According to the submitted information, the purpose of the request is to achieve the best use of the property and a designation which is consistent with its location. This application involves the same applicant as Case Z-20028, which is a similar request.

Current Zoning Requirements

Section 4.3 RSF-3, Single Family District

4.4.1 *Generally*. This zoning district is provided to afford the opportunity for the choice of a moderate density residential environment consisting of single family homes.

4.4.2 *Permitted uses*. Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses shall be permitted:

(a) The following general industrial uses: extraction or removal of natural resources on or under land.

(b) The following transportation, communication, and utility uses: water well (public or private).

(c) The following agricultural uses: Silviculture.

(d) Single family dwellings including manufactured housing and mobile homes.

(e) Accessory structures and uses.

(f) The following institutional use: church or similar religious facility.

4.4.3 *Conditional uses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses may be allowed as conditional uses:

(a) Outdoor recreation uses.

(b) The following institutional uses: day care home; fire station; school (public or private).

(c) The following general commercial uses: country club.

4.4.4 *Special exception*. Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following use and structures designed for such use may be allowed as a special exception:

The following local commercial use: bed and breakfast or tourist home (see *Section 13.11: Bed and Breakfast Establishments*).

4.4.5 *Area and dimensional ordinances*. Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts, Section 12.4: Height Modifications, Section 12.5: Yard Requirements, Section 12.6: Coastal Areas, Section 12.8: Highway Construction Setbacks, Section 18.6 Variances,* and *Article 20: Nonconformities,* the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	35-Feet
Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet
Minimum Lot Area	10,000 Square Feet
Minimum Lot Width at Building Line	80-Feet
Minimum Lot Width at Street Line	40-Feet
Maximum Ground Coverage Ratio	.35

Proposed Zoning Requirements

Section 5.2 B-2, Neighborhood Business District

5.2.1 *Purpose and intent.* The purpose and intent of the B-2 Neighborhood Business District is to provide a limited commercial convenience facility, servicing nearby residential neighborhoods, planned and developed as an integral unit.

5.2.4 *Mixed uses*. Mixed residential and commercial uses may be permissible as conditional uses in the B-2 Neighborhood Business District, subject to the standards and procedures established in *Section 18.11: Conditional Uses*, and subject to the following criteria:

(a) The commercial uses in the development may be limited in hours of operation, size of delivery trucks and type of equipment.

(b) The residential uses shall be designed so that they are compatible with the commercial uses.

(c) Residential and commercial uses shall not occupy the same floor of a building.

(d) Residential and commercial uses shall not share the same entrances.

(e) The number of residential dwelling units shall be controlled by the dimensional standards of the B-2 district. A dwelling unit density of .5 (1/2) dwelling units per 1,000 square feet of the gross floor area devoted to commercial uses, may be allowed (structures with less than 2,000 square feet devoted to commercial uses shall be allowed one dwelling unit). In no case, however, shall the overall dwelling unit density for a mixed-use project exceed 4 dwelling units per acre.

(f) Building height shall not exceed three stories.

(g) A minimum of 30 percent of the mixed-use development shall be maintained as open space. The following may be used to satisfy the open space requirements: areas used to satisfy water management requirements, landscaped areas, recreation areas, or setback areas not covered with impervious surface or used for parking (parking lot islands may not be used unless existing native vegetation is maintained).

(h) The mixed commercial/residential structure shall be designed to enhance compatibility of the commercial and residential uses through such measures as, but not limited to, minimizing noise associated with commercial uses; directing commercial lighting away from residential units; and separating pedestrian and vehicular access ways and parking areas from residential units, to the greatest extent possible.

(i) Off-street parking spaces for the mixed residential and commercial uses shall be the sum total of the residential and commercial uses computed separately (See *Article 15: Parking and Loading Requirements)*.

For additional information on use provisions, please Section 5.2, Section 5.3 and Article 23 of the zoning ordinance.

Agency Comments

Baldwin County Highway Department: Tyler Mitchell and Weesie Jeffords

DJ,

I agree with Tyler's comments.

Thanks,
Weesie

From: Tyler W. Mitchell <TMITCHELL@baldwincountyal.gov>
Sent: Tuesday, July 21, 2020 4:00 PM
To: D Hart <DHart@baldwincountyal.gov>; Alfreda Jeffords <Weesie.Jeffords@baldwincountyal.gov>; Mary Booth <MBOOTH@baldwincountyal.gov>; Frank Lundy <FLundy@baldwincountyal.gov>; Joey Nunnally <JNunnally@baldwincountyal.gov>
Cc: Laurie Rumbaugh <LRUMBAUGH@baldwincountyal.gov>; Audra Mize <AMIZE@baldwincountyal.gov>
Subject: RE: Z-20027 Estate of Inez Stots Property

DJ,

For any future development of the property, access to Milton Jones Rd would need to be coordinated with Daphne.

Thanks,

Tyler Mitchell, P.E.
Construction Manager
Baldwin County Highway Department
o: 251-937-0371
c: 251-525-0497

ADEM: No comments received.

Municipality: City of Daphne. Adrienne Jones, Planning Director.

Good morning,

With regard to the Estate of Inez Stots property, in order to make an informed recommendation, I need information. For example, which zoning district does the county consider to be an appropriate transitional zone, one that is typically found on the edge of a heavier commercial district and a residential district?

From my direct observation Milton Jones Road has become increasingly more commercialized or perhaps industrialized, therefore, it is not surprising that a request for commercial zoning has been submitted for this parcel. A low intensity use or some type 9 am to 5 pm operation with adequate buffering/landscaping along the north and eastern boundary lines would be suitable. If B-2 is such a district to permit this, then I would recommend approval.

I hope this is helpful,

Adrienne

Staff Analysis and Findings

The following factors for reviewing zoning amendments are found in Section 19.6 of the *Baldwin County Zoning Ordinance*. These factors are to be considered when an application is being reviewed for rezoning.

1.) Is the requested change compatible with the existing development pattern and the zoning of nearby properties?

The subject property is currently occupied with one dwelling. The property adjoins Milton Jones Road to the south. The adjoining properties are residential and commercial.

2.) Has there been a change in the conditions upon which the original zoning designation was based? Have land uses or conditions changed since the zoning was established?

The zoning for Planning District 15 was approved by the County Commission on August 1, 2006. Since that time, Highway 181 has been widened to four lanes from US Highway 90, south to Milton Jones Road, which has seen numerous rezonings from residential to commercial and industrial designations. In addition, it should be noted that property located at the intersection of State Highway 181 and County Road 64 has been annexed into the City of Daphne.

3.) Does the proposed zoning better conform to the Master Plan?

The Baldwin County Master Plan, 2013, provides future land use designations for properties located within the zoned areas of the County. These categories represent the recommendations for the physical development of the unincorporated areas of the County. They are intended for planning purposes only and do not represent the adoption of zoning designations for areas which have not voted their desire to come under the zoning authority of the Baldwin County Commission. Although not legally binding, the future land use designations are evaluated in conjunction with criteria found in the Baldwin County Zoning Ordinance (Zoning Ordinance), the Baldwin County Subdivision Regulations, the Baldwin County Flood Damage Prevention Ordinance and any other ordinances and regulations which the County Commission may adopt.

A future land use designation of Residential is provided for the subject properties. Approval of the rezoning will necessitate an automatic change in the future land use designation to Residential. This category is provided for residential dwelling units including single family dwellings, two family (duplex) dwellings, multiple family dwellings, manufactured homes, manufactured housing parks and Planned Residential Developments. Institutional uses, recreational uses and limited neighborhood commercial uses may be included subject to the provisions of the Zoning Ordinance. To the greatest extent possible, residential areas should be accessible to major thoroughfares connecting with work areas, shopping areas and recreational areas. Zoning designations may include RR, RA, CR, RSF-E, RSF-1, RSF-2, RSF-3, RSF-4, RSF-6, RTF-4, RTF-6, RMF-6, HDR, RMH and PRD.

If the rezoning is approved, the Future Land Use Map will be amended to reflect the designation of Commercial. This category provides for retail and wholesale trade facilities which offer convenience and other types of goods and services. Institutional uses, recreational uses, mixed-use developments and transportation, communication and utility uses may be included in accordance with the Zoning Ordinance. Multiple family developments may also be included. Commercial uses should be located on major streets so as to be accessible to the residential population. Zoning designations may include RR, B-1, B-2, B-3, B-4, LB, RV-1, RV-2, MR and TR.

4.) Will the proposed change conflict with existing or planned public improvements?

Milton Jones Road is under the jurisdiction of the City of Daphne. Staff is unaware of any conflicts with existing or planned public improvements if the rezoning is approved.

Baldwin County Highway Department Comments

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Thanks,
Weesie

From: Tyler W. Mitchell <TMITCHELL@baldwincountyal.gov>
Sent: Tuesday, July 21, 2020 4:00 PM
To: D Hart <DHart@baldwincountyal.gov>; Alfreda Jeffords <Weesie.Jeffords@baldwincountyal.gov>; Mary Booth <MBOOTH@baldwincountyal.gov>; Frank Lundy <FLundy@baldwincountyal.gov>; Joey Nunnally <JNunnally@baldwincountyal.gov>
Cc: Laurie Rumbaugh <LRUMBAUGH@baldwincountyal.gov>; Audra Mize <AMIZE@baldwincountyal.gov>
Subject: RE: Z-20027 Estate of Inez Stots Property

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Thanks,

Tyler Mitchell, P.E.
Construction Manager
Baldwin County Highway Department
o: 251-937-0371
c: 251-525-0497

5.) Will the proposed change adversely affect traffic patterns or congestion?

Commercial development of the subject property will cause an increase in traffic. The extent will depend on the nature and type of use to be constructed. Given the existing zoning designations and development patterns, traffic impact should be minimal.

6.) Is the proposed amendment consistent with the development patterns in the area and appropriate for orderly development of the community? The cost of land or other economic considerations pertaining to the applicant shall not be a consideration in reviewing the request.

See response to Standard Number 1. This is an area in transition with Milton Jones Road becoming more commercialized as rezonings to commercial and industrial designations have been approved. Staff feels that this request is consistent with development patterns in the area.

7.) Is the proposed amendment the logical expansion of adjacent zoning districts?

Adjacent property to the west is zoned B-3, General Business District, with property further west being zoned B-2. Properties to the south are zoned M-1, Light Industrial District.

8.) Is the timing of the request appropriate given the development trends in the area?

Timing is not a factor, with this request. Given the trends in the area, requests for commercial rezonings will probably increase in the future.

9.) Will the proposed change adversely impact the environmental conditions of the vicinity or the historic resources of the County?

There are no environmental conditions or historic resources which would be impacted by this request.

10.) Will the proposed change adversely affect the health, safety and welfare of the County and the vicinity?

This is a broad standard which anticipates impacts which would extend beyond the subject property and adjacent parcels. Staff anticipates no adverse impacts.

11.) Other matters which may be appropriate.

N/A

Staff Comments and Recommendation

As stated previously, the subject property, which consists of approximately .5 acres, is currently zoned RSF-3, Single Family District. B-2, Neighborhood Business District has been requested. According to the submitted information, the purpose of the request is to achieve the best use of the property and a designation which is consistent with its location. This application involves the same applicant as Case Z-20028, which is a similar request. For continued residential use of the subject

For the most part, staff does not support speculative rezoning requests. Although not required, information related to specific plans is useful in evaluating standards and formulating recommendations. In the case at hand however, the changing nature of the Milton Jones Road area makes the future prospects for continued residential use of the subject property unlikely. In addition, rezoning can create a transitional zoning designation between the B-3 property to the west and the remaining residential property to the east.

Unless information to the contrary is revealed at the public hearing, this request should be **APPROVED**. *

* *On rezoning applications, the County Commission will have the final vote.*

Property Images



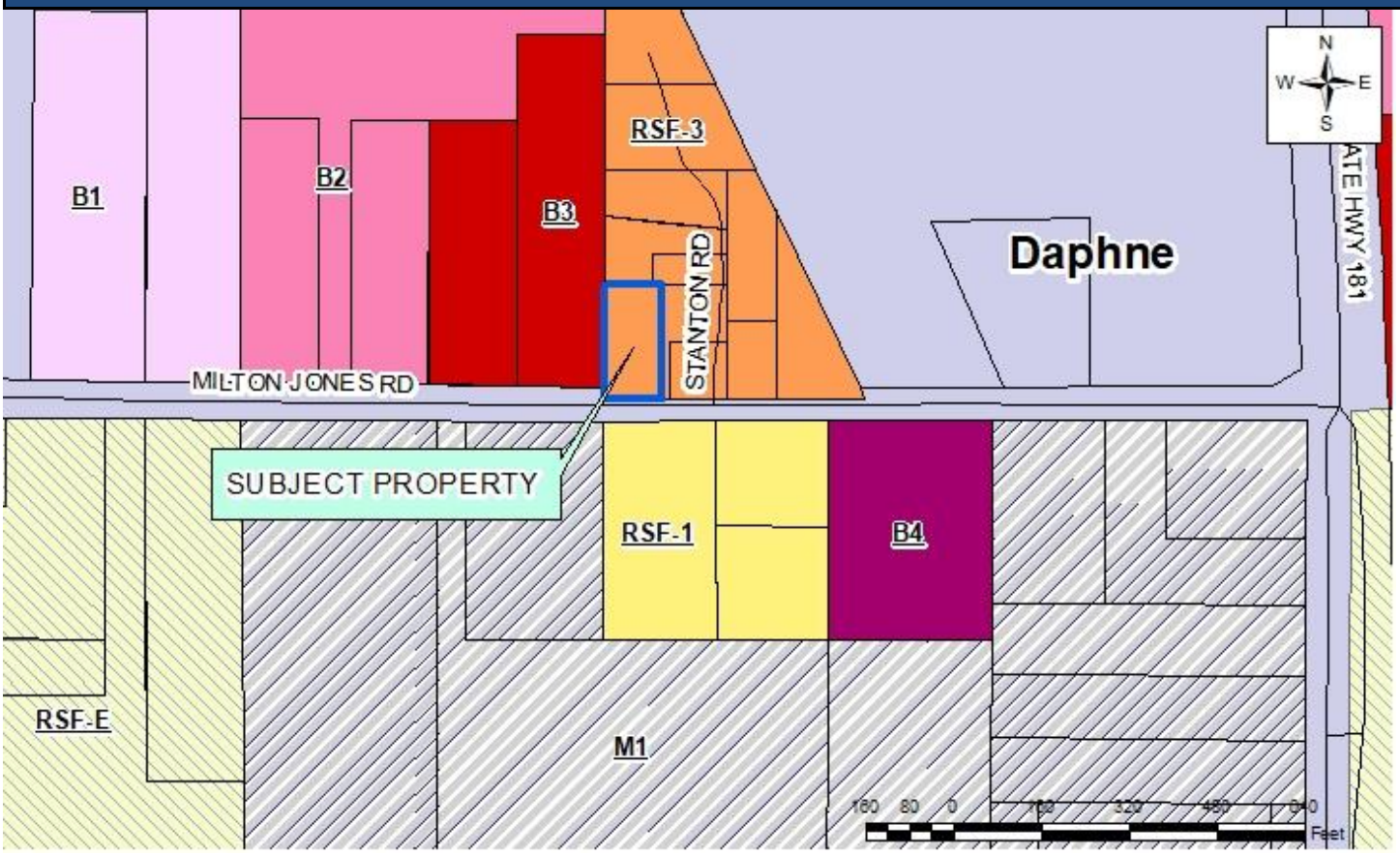



ADJOINING PROPERTY
TO THE SOUTH
07/16/2020

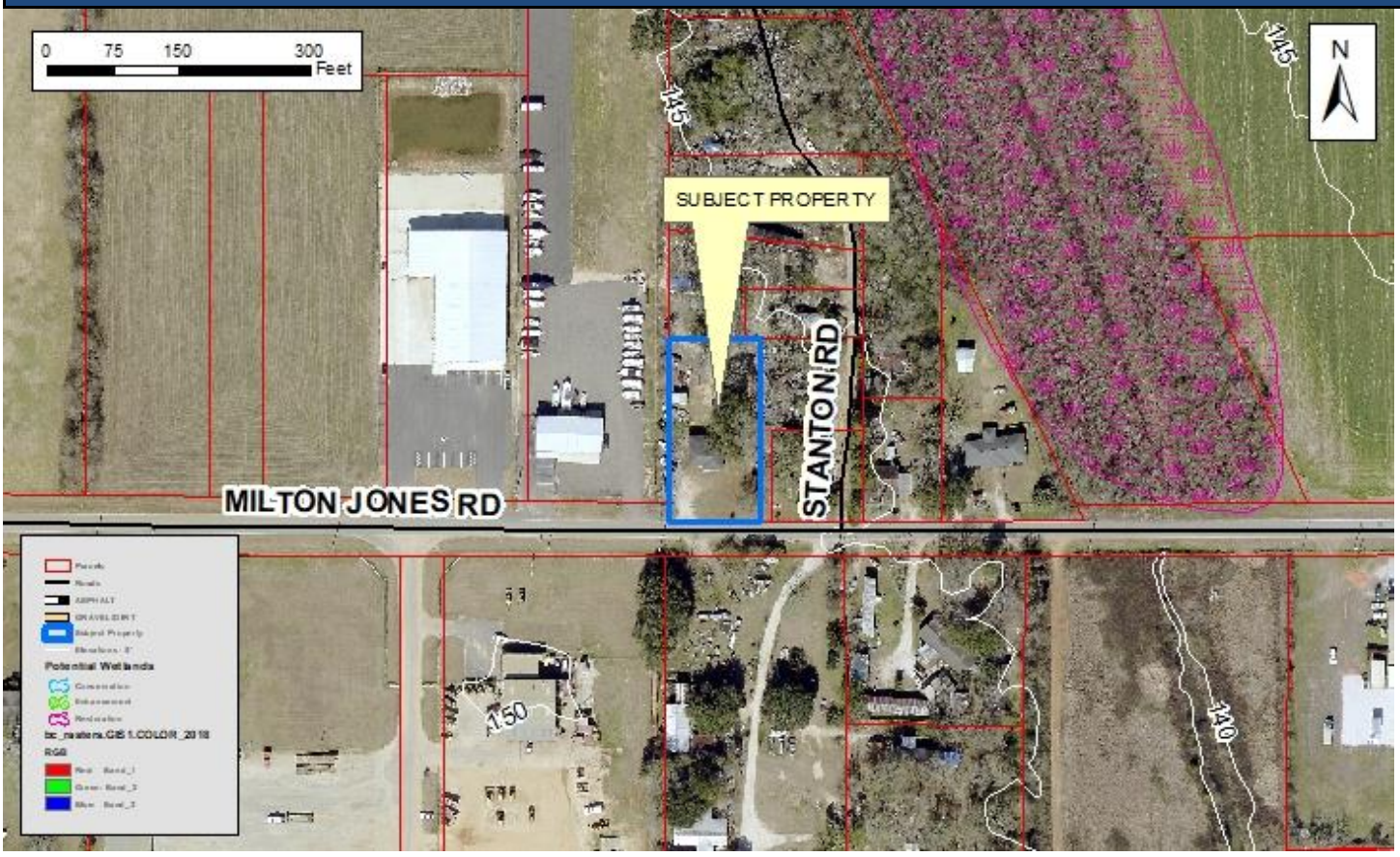

Pittman Tractor Co. Inc.
251-621-3555
DYNAMIC
MIDLAND
CARLSON
HITACHI
ADJOINING PROPERTY
TO THE SOUTH
07/16/2020


ADJOINING PROPERTY
TO THE EAST
07/16/2020

Locator Map



Site Map



Mrs. Booth reported no deficiencies and recommendation of approval by staff. Max Dearing with Jade Development represented the applicant. There was no one present in opposition. Mrs. Booth answered questions.

Nancy Mackey made a motion to approve the request. Brandon Bias seconded the motion. All members voted aye. **Motion to approve Case S-20058 Fairhope Motor Coach Phase II Final Site Plan Approval carries on a vote of 5-0.**

VI. CONSIDERATION OF APPLICATIONS AND REQUESTS – REZONING CASES

a.) CASE Z-20026 MERRITT & WALDING PROPERTIES LLP PROPERTY

Vince Jackson presented the request to rezone approximately 19 acres from RA to B-4 to allow a RV/Camper dealership. The subject property is located on the south side of County Road 68 east of the Baldwin Beach Express in Planning District 12.

Mr. Jackson reported recommendation of approval by staff and answered questions. Coley Boone with Merritt & Walding was present to represent the applicant and answered questions. There was no one present in opposition.

Brandon Bias made a motion to recommend approval. Kevin Murphy seconded the motion. **Motion to recommend approval for Case Z-20026 Merritt & Walding Properties LLP Property rezoning request from RA to B-4 carries on a vote of 5-0.**

b.) CASE Z-20027 ESTATE OF INEZ STOTS PROPERTY

Vince Jackson presented the request to rezone approximately .5 acres from RSF-3 to B-2 to allow commercial use of the property. The subject property is located at 9765 Milton Jones Road in Planning District 15.

Mr. Jackson reported recommendation of approval by staff and answered questions. Applicant Patricia Reed and her real estate agent Tania Lazzari spoke in favor of the request. Johnny Stanton signed up in opposition but did not speak at the podium.

Nancy Mackey made a motion to recommend approval to the County Commission. Robert Davis seconded the motion. Brandon Bias voted nay. All other members voted aye. **Motion to recommend approval to County Commission for Case Z-20027 Estate of Inez Stots Property rezoning request from RSF-3 to B-2 carries on a vote of 4-1.**

c.) CASE Z-20028 ESTATE OF INEZ STOTS PROPERTY

Mr. Jackson presented the request to rezone approximately 7.91 acres from RSF-1 to B-2 to allow commercial use of the property. The subject property is located at 28045 County Road 66 North in Planning District 15.

Mr. Jackson reported recommendation of approval by staff and answered questions. Applicant Patricia Reed and her real estate agent Tania Lazzari spoke in favor of the request. No one spoke in opposition of the request.

BALDWIN COUNTY PLANNING & ZONING COMMISSION

VOTING SHEET

Case Z-20027

Estate of Inez Stots Property

Rezone RSF-3 to B-2

8/6/2020

Motion: TO RECOMMEND APPROVAL

Made by: NANCY MACKEY

Motion Seconded by: ROBERT DAVIS

MEMBER	IN FAVOR OF MOTION MADE	OPPOSED TO MOTION MADE
Sam Davis	-	-
Kevin Murphy	X	
Bonnie Lowry	X	
Daniel Nance	A	
Brandon Bias		X
Nancy Mackey	X	
Robert Davis	X	
Plumer Tonsmeire	A	
Jason Padgett	A	

MOTION TO RECOMMEND APPROVAL CARRIES ON A VOTE OF 4-1

Planning and Zoning

Department

Memo

To: Anu Gary, Records Manager

From: DJ Hart

Date: 9/10/2020

Re: Z-20027 Estate of Inez Stots Property

Proof of Advertisement for the Baldwin County Commission Public Hearing on 9/15/2020

Anu:

Attached is the original Proof of Publication for the Baldwin County Commission public hearing for case:

Z-20027 Estate of Inez Stots Property

The Planning and Zoning Commission meeting was held **Thursday August 6, 2020.**

The County Commission public hearing is scheduled for **Tuesday September 15, 2020.**

Please let me know if you have any questions.

Thank You,

DJ Hart

GULF COAST MEDIA
A DIVISION OF OPC NEWS, LLC
PO BOX 1677 • SUMTER, SC 29150

FOLEY 251.943.2151
The Courier – The Islander
The Onlooker
The Baldwin Times

LEGAL REP -
251-345-6805

PROOF OF PUBLICATION
STATE OF ALABAMA • BALDWIN COUNTY

Before me, the undersigned authority in and for said County, in said State, personally appeared April M. Perry who, by me duly sworn, deposes and says that: she is the Legal Representative of the following newspaper listed below, a newspaper of GENERAL CIRCULATION, PUBLISHED and PRINTED in Baldwin County, Alabama, and that there was published in The Courier, The Islander, The Onlooker, & or The Baldwin Times in the issue/s of:

08/19/2020, 08/26/2020, 09/02/2020

a legal notice, a copy of which is hereto attached. The sum charged by the Newspaper for said publication does not exceed the lowest classified rate paid by commercial customers for an advertisement of similar size and frequency in the same newspaper(s) in which the public notice appeared.

There are no agreements between the Newspaper and the officer or attorney charged with the duty of placing the attached legal advertising notices whereby any advantage, gain or profit accrued to said officer or attorney.

X April M. Perry
April M. Perry, Legal Ad Representative

X Amber Kimbler
Amber Kimbler, Notary Public
Baldwin County, Alabama
My commission expires April 10, 2022

AMBER KIMBLER
My Commission Expires
April 10, 2022

Sworn and subscribed to on 09/02/2020.

BC PLANNING & ZONING- LEGAL

Acct#: 983695

Ad#: 314883

Z-20027 Estate of Inez Stots Property

Amount of Ad: $351.36

Legal File# Z-20027 Estate

BALDWIN COUNTY COMMISSION

BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

Mailing Address
22251 Palmer Street
Robertsdale, AL 36567
Phone: (251) 580-1655
Fax: (251) 580-1656

Physical Address
22070 Highway 59
Robertsdale, AL 36567
Phone: (251) 580-1655
Fax: (251) 580-1656

Foley Office
201 East Section Avenue
Foley, AL 36535
Phone: (251) 972-8523
Fax: (251) 972-8520

NOTICE OF PUBLIC HEARING
Case No. Z-20027
Estate of Inez Stots Property
Planning District 15

Notice is hereby given that the Baldwin County Commission will conduct a public hearing concerning a request submitted by Patricia Reed on behalf of Estate of Inez Stots, owner of property located at 9765 Milton Jones Rd in Planning District 15. The applicant is requesting approval to rezone 0.5± acres from RSF-3 Single Family District to B-2 - Local Business District. The Parcel Identification Number is 05-43-05-22-0-000-019.002.

The public hearing will be conducted during the next regular meeting of the Baldwin County Commission which is scheduled for Tuesday, September 15, 2020, beginning at 8:30 a.m. at the Baldwin County Administration Building, 322 Courthouse Square in Bay Minette, AL.

The said application will be considered by the Baldwin County Commission pursuant to Alabama Code 45-2-261. The application materials are available for public review at the office of the Baldwin County Planning & Zoning Department, 22070 Hwy 59 in Robertsdale, AL, or at the Foley Satellite Courthouse, 201 East Section Avenue in Foley, Alabama during normal business hours. If you desire to speak with someone by telephone about this application please contact the Baldwin County Planning and Zoning Department at (251)580-1655. If you desire to submit written comments, please address your correspondence to:

Baldwin County Planning & Zoning Department
22251 Palmer Street
Robertsdale, AL 36567

You may fax your comments to Planning & Zoning Department at (251)580-1656. If you desire to address the Baldwin County Commission in person about this application please attend the public hearing at the time and location listed above.

Public participation is solicited without regard to race, color, national origin, sex, age, religion, disability. Persons who require special accommodations under the Americans with Disabilities Act or those requiring language translation services should contact the Baldwin County Planning & Zoning Department at 251-580-1655.
August 19-26; September 2, 2020

RECEIVED
9/10/2020
DGHart

GULF COAST MEDIA

THE COURIER • THE ONLOOKER • THE ISLANDER • THE BALDWIN TIMES

Printer Affidavit:

This is to certify the attached advertisement

Appeared in The Courier, The Islander & The Onlooker Issue of Gulf Coast Media.

Publication Date(s):

August 26, 2020

Account # 987101 PO # _____

Cost $ 360.00 Ad # 265930 Z-20027

Bethany Summerlin

Bethany Summerlin

Sales Representative

Bill To:

Baldwin County Planning & Zoning

Mail payments to:

Gulf Coast Media PO Box 1677- Sumter, SC 29151

Sworn to and subscribe before me

This 1st day of September, 2020

Amber Kimbler

Amber Kimbler

Notary Public for Alabama

AMBER KIMBLER
My Commission Expires
April 10, 2022

RECEIVED
9/10/2020
DgHart

Loxley certifies elections for mayor, four council seats

By JOHN UNDERWOOD
john@gulfcoastmedia.com

LOXLEY — The Loxley Town Council voted on Monday, Aug. 10 to certify elections for mayor and four of the five council seats after incumbents qualified unopposed in those races.

The council voted unanimously Aug. 10 to certify the elections of Mayor Richard Teal, Mayor Pro Tem Kasey Childress, Richard Lee Wilson, Jeffrey T. Knight and Katherine Breeden, who all qualified unopposed in their respected races.

It was a four-way race for the Place 4 seat with the town's newest council member Chris McCall facing off against three challengers in the Aug. 25 election.

McCall was appointed last year to fill the council seat vacated by Teal, who was appointed as mayor following the death of longtime Mayor Billy Middleton.

McCall faced Beth Lovell, Randy Smith and Philip Dembowski for the seat. Results from the election were not available at press time.

In other business Aug. 10, the council voted to appoint election officers for the Aug. 25 election, including Janice Christopherson, inspector; Carol Gardner, registration list clerk; Bridgett Kaiser, poll list clerk; Dot Bishop, ballot clerk; and Todd Kaiser, alternate. Town Clerk Melissa Lawrence was appointed in July to oversee the election.

Also on Aug. 10, the council approved a transportation plan to use revenues anticipated from the Rebuild Alabama Act fund during the 2020-21 fiscal year.

The act, which was signed into law in March of last year by the State Legislature, increased the gasoline and undyed diesel excise taxes by 6 cents per gallon affective Sept. 1, 2019. An additional 2-cent tax will be levied beginning Oct. 1 of 2020 and 2021 with additional tax adjustments, not to exceed 1-cent per gallon, to be levied effective Oct. 1, 2023 and every other year thereafter on July 1.

Municipalities and county governments throughout the state will receive funding through the tax levy for roadway improvements, repairs, resurfacing, reconstruction or maintenance. The funds could also be used as match monies for any state or federal grant funded projects to perform roadway improvements, repairs, resurfacing, reconstruction or maintenance.

The Rebuild Alabama Act requires all municipalities to pass

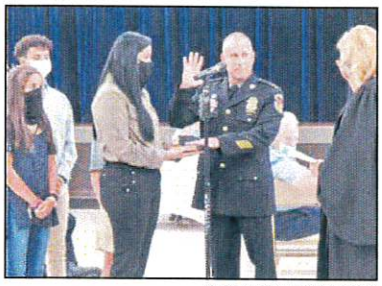
SEE LOXLEY, PAGE 28

FOLEY

CONTINUED FROM 1

the last 13 which were spent as Foley's chief.

"Chief Wilson is probably one of the best, if not the best, hires that's been made at this city since I've been on this council, and I've been here awhile," said Council President Wayne Trawick. "We thoroughly appreciate [Wilson] being here and what [he has] done for this city, it brought us a long way, and it was hard to get here ... He is the absolute definition of a leader. He has left the department in a much better state than he found it, and if that's not real leadership then I don't know what is."



JESSICA VAUGHN / STAFF PHOTO

Speakers for the event included Foley Mayor John Koniar, Baldwin County District Attorney Robert Wilters, Sheriff Hoss Mack, and Bullock. Wilson's weapons, both his stock and backup, were approved as surplus and presented to him during the ceremony. The department's staff had his stock weapon customized in his honor.

Prior to coming to Foley, Wilson served on Daphne PD. Wilson was taught community-oriented policing by Captain Charlie McNichol, which he says he's never forgotten. Though retiring, Wilson will remain working part time as a Training Specialist for the City of Foley. He looks forward to using retirement to spend time with his wife Denise and their family.

"To our police department and city employees, Team Foley, I love working with you and am looking forward to it more in the future," said Wilson. "To our police department employees, I've already shared with you how I feel about you, but what a great group of men and women to work with, and I'll take you with me for the rest of my days in my heart."

Bullock has served in law enforcement for 24 years. After his swearing in, Bullock thanked his family, friends, the City of Foley's staff, council, and mayor, the citizens of Foley, and Wilson.

"I'm proud to serve [the citizens of Foley]," Bullock said. "I grew up in this area, in this town, and I'm glad to give back to this family that I grew up in, so it's a pleasure and an honor to do that. And if it wasn't for [Chief Wilson], I wouldn't be here I don't believe. This man has shown us so many things when it comes to leadership, he has developed us, he has helped to get us to where we are. We are very sad to be losing him. He's also a friend that is going to be missed, but he's still going to be around, we're still going to be going to lunch. I can't tell you how much I love David as a friend and as my chief, and I just think he's done so much for us. I know we're going to make him and the citizens and the council and everyone else proud."

BALDWIN COUNTY COMMISSION
BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

Mailing Address	Physical Address	Foley Office
22251 Palmer Street	22070 Highway 59	201 East Section Avenue
Robertsdale, AL 36567	Robertsdale, AL 36567	Foley, AL 36535
Phone: (251) 580-1655	Phone: (251) 580-1655	Phone: (251) 972-8523
Fax: (251) 580-1656	Fax: (251) 580-1656	Fax: (251) 972-8520

NOTICE OF PUBLIC HEARING

Case No. Z-20026
Merritt and Walding Properties, LLP Property
Planning District 12

Notice is hereby given that the Baldwin County Commission will conduct a public hearing concerning a request submitted by Merritt and Walding Properties, LLP, owner of property located on County Road 68 in Planning District 12. The applicant is requesting approval to rezone 19± acres from RA - Rural Agricultural District to B-4 - Major Commercial District. The Parcel Identification Number is 05-41-02-04-0-000-005.001.

The public hearing will be conducted during the next regular meeting of the Baldwin County Commission which is scheduled for Tuesday, September 15, 2020, beginning at 8:30 a.m. at the Baldwin County Administration Building, 322 Courthouse Square in Bay Minette, AL.

The said application will be considered by the Baldwin County Commission pursuant to Alabama Code 45-2-261. The application materials are available for public review at the office of the Baldwin County Planning & Zoning Department, 22070 Hwy 59 in Robertsdale, AL, or at the Foley Satellite Courthouse, 201 East Section Avenue in Foley, Alabama during normal business hours. If you desire to speak with someone by telephone about this application, please contact the Baldwin County Planning and Zoning Department at (251)580-1655 . If you desire to submit written comments, please address your correspondence to:

Baldwin County Planning & Zoning Department
22251 Palmer Street
Robertsdale, AL 36567

You may fax your comments to Planning & Zoning Department at (251)580-1656 . If you desire to address the Baldwin County Commission in person about this application, please attend the public hearing at the time and location listed above.

Public participation is solicited without regard to race, color, national origin, sex, age, religion, disability. Persons who require special accommodations under the Americans with Disabilities Act or those requiring language translation services should contact the Baldwin County Planning & Zoning Department at 251-580-1655.

BALDWIN COUNTY COMMISSION
BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

Mailing Address	Physical Address	Foley Office
22251 Palmer Street	22070 Highway 59	201 East Section Avenue
Robertsdale, AL 36567	Robertsdale, AL 36567	Foley, AL 36535
Phone: (251) 580-1655	Phone: (251) 580-1655	Phone: (251) 972-8523
Fax: (251) 580-1656	Fax: (251) 580-1656	Fax: (251) 972-8520

NOTICE OF PUBLIC HEARING

Case No. Z-20027
Estate of Inez Stots Property
Planning District 15

Notice is hereby given that the Baldwin County Commission will conduct a public hearing concerning a request submitted by Patricia Reed on behalf of Estate of Inez Stots, owner of property located at 9765 Milton Jones Rd in Planning District 15. The applicant is requesting approval to rezone 0.5± acres from RSF-3 Single Family District to B-2 - Local Business District. The Parcel Identification Number is 05-43-05-22-0-000-019.002.

The public hearing will be conducted during the next regular meeting of the Baldwin County Commission which is scheduled for Tuesday, September 15, 2020, beginning at 8:30 a.m. at the Baldwin County Administration Building, 322 Courthouse Square in Bay Minette, AL.

The said application will be considered by the Baldwin County Commission pursuant to Alabama Code 45-2-261. The application materials are available for public review at the office of the Baldwin County Planning & Zoning Department, 22070 Hwy 59 in Robertsdale, AL, or at the Foley Satellite Courthouse, 201 East Section Avenue in Foley, Alabama during normal business hours. If you desire to speak with someone by telephone about this application please contact the Baldwin County Planning and Zoning Department at (251)580-1655 . If you desire to submit written comments, please address your correspondence to:

Baldwin County Planning & Zoning Department
22251 Palmer Street
Robertsdale, AL 36567

You may fax your comments to Planning & Zoning Department at (251)580-1656 . If you desire to address the Baldwin County Commission in person about this application please attend the public hearing at the time and location listed above.

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Planning and Zoning

Department

Memo

To: Anu Gary, Records Manager

From: DJ Hart

Date: 9/10/2020

Re: Z-20027 Estate of Inez Stots Property

Proof of Advertisement for the Baldwin County Planning and Zoning Commission Public Hearing on 8/6/2020

Anu:

Attached is the original Proof of Publication for the Baldwin County Planning and Zoning Commission public hearing for case:

Z-20027 Estate of Inez Stots Property

The Planning and Zoning Commission meeting was held **Thursday August 6, 2020.**

The County Commission public hearing is scheduled for **Tuesday September 15, 2020.**

Please let me know if you have any questions.

Thank You,

DJ Hart

GULF COAST MEDIA
A DIVISION OF OPC NEWS, LLC
PO BOX 1677 • SUMTER, SC 29150

FOLEY 251.943.2151
The Courier – The Islander
The Onlooker
The Baldwin Times

LEGAL REP -
251-345-6805

PROOF OF PUBLICATION
STATE OF ALABAMA • BALDWIN COUNTY

Before me, the undersigned authority in and for said County, in said State, personally appeared April M. Perry who, by me duly sworn, deposes and says that: she is the Legal Representative of the following newspaper listed below, a newspaper of GENERAL CIRCULATION, PUBLISHED and PRINTED in Baldwin County, Alabama, and that there was published in The Courier, The Islander, The Onlooker, & or The Baldwin Times in the issue/s of:

07/22/2020

a legal notice, a copy of which is hereto attached. The sum charged by the Newspaper for said publication does not exceed the lowest classified rate paid by commercial customers for an advertisement of similar size and frequency in the same newspaper(s) in which the public notice appeared.

There are no agreements between the Newspaper and the officer or attorney charged with the duty of placing the attached legal advertising notices whereby any advantage, gain or profit accrued to said officer or attorney.

X April M. Perry
April M. Perry, Legal Ad Representative

X Amber Kimbler
Amber Kimbler, Notary Public
Baldwin County, Alabama
My commission expires April 10, 2022

AMBER KIMBLER
My Commission Expires
April 10, 2022

Sworn and subscribed to on 07/22/2020.

BC PLANNING & ZONING- LEGAL

Acct#: 983695

Ad#: 313860

Z-20027 Estate of Inez Stots Property

Amount of Ad: $120.00

Legal File# Z-20027 Estate

BALDWIN COUNTY PLANNING & ZONING COMMISSION
BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

Mailing Address
22251 Palmer Street
Robertsdale, AL 36567
Phone: (251) 580-1655
Fax: (251) 580-1656

Physical Address
22070 Highway 59
Robertsdale, AL 36567
Phone: (251) 580-1655
Fax: (251) 580-1656

Foley Office
201 East Section Avenue
Foley, AL 36535
Phone: (251) 972-8523
Fax: (251) 972-8520

NOTICE OF PUBLIC HEARING

Case No. Z-20027
Estate of Inez Stots Property
Planning District 15

Notice is hereby given that the Baldwin County Planning & Zoning Commission will conduct a public hearing concerning a request submitted by Patricia Reed, on behalf of the Estate of Inez Stots owner of property located at 9765 Milton Jones Rd in Planning District 15. The applicant is requesting approval to rezone 0.5± acres from RSF-3 Single Family District to B-2 - Local Business District. The Parcel Identification Number is 05-43-05-22-0-000-019.002.

The public hearing will be conducted during the next regular meeting of the Baldwin County Planning & Zoning Commission which is scheduled for Thursday, August 6, 2020, beginning at 4:00 p.m. at the Baldwin County Central Annex, 22251 Palmer St. in Robertsdale, AL. The said application will be considered by the Baldwin County Planning & Zoning Commission pursuant to Alabama Code 45-2-261. The application materials are available for public review at the office of the Baldwin County Planning & Zoning Department, 22070 Hwy 59 in Robertsdale, AL, or at the Foley Satellite Courthouse, 201 East Section Avenue in Foley, Alabama during normal business hours. If you desire to speak with someone by telephone about this application please contact the Baldwin County Planning and Zoning Department at (251)580-1655. If you desire to submit written comments, please address your correspondence to:

Baldwin County Planning & Zoning Department
22251 Palmer Street
Robertsdale, AL 36567

You may fax your comments to Planning & Zoning Department at (251)580-1656. If you desire to address the Planning Commission in person about this application please attend the public hearing at the time and location listed above.

Public participation is solicited without regard to race, color, national origin, sex, age, religion, disability. Persons who require special accommodations under the Americans with Disabilities Act or those requiring language translation services should contact the Baldwin County Planning & Zoning Department at 251-580-1655.
July 22, 2020

RECEIVED
DJHart
8/3/2020

Baldwin County Commission

Agenda Action Form

File #: 20-1561, **Version:** 1 **Item #:** DR3

Meeting Type: BCC Regular Meeting
Meeting Date: 9/15/2020
Item Status: New
From: Vince Jackson, Development Review Planner
Submitted by: Vince Jackson, Development Review Planner

ITEM TITLE
*Case No. Z-20028 - Estate of Inez Stots Property Rezoning

STAFF RECOMMENDATION
Adopt Resolution #2020-128 which Approves Case No. Z-20028, Estate of Inez Stots Property, as it pertains to the rezoning of approximately 7.91 acres, located in Planning (Zoning) District 15, from RSF-1, Single Family District, to B-2, Neighborhood Business District.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: This request involves two parcels which are currently zoned RSF-1, Single Family District. The total acreage is approximately 7.91 acres. The designation of B-2, Neighborhood Business District has been requested in order to achieve the best use of the property. No proposed use has been specified. Case No. Z-20027 is a similar request involving the same applicant.

The Planning Commission considered this request on August 6, 2020. A motion to approve failed to pass.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? Yes. Gulf Coast Newspapers.

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

FOLLOW UP IMPLEMENTATION

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

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

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Send Notice of Action to the following:

Ms. Patricia Reed
28045 County Road 66 North
Loxley, Alabama 36551

Additional instructions/notes: Planning Department - Update zoning map.

STATE OF ALABAMA

COUNTY OF BALDWIN

RESOLUTION # 2020-128

DETERMINATION OF THE BALDWIN COUNTY COMMISSION, REGARDING **Case No. Z-20028, Estate of Inez Stots Property,** SUCH DETERMINATION AS AUTHORIZED PURSUANT TO ACT NO. 91-719, AS AMENDED.

WHEREAS, Patricia Reed, executor of the Estate of Inez Stots, has petitioned the Baldwin County Commission to rezone certain property, in Planning (Zoning) District No. 15, for property identified herein and described as follows:

328.9' X 200' COMM AT NE COR OF SE ¼ OF SW ¼ OF SEC 5 TH RUN S 593.8', TH W 768.5' TO THE POB TH S 328.9', TH E 200', TH N 328.9', TH W 200' TO THE POB SEC 5-T5S-R3E (POA) 434/861

6.4 AC(C) FM NE COR OF SE/4 OF SW/4 SEC 5 RUN S 593.8' TH W 34.2' TO W R/W OF CO HWY 66 TH S 200' TO POB, TH W ALG N LINE OF 30' RD R/W EASTMENT 300', TH N 200', TH W 234.3', TH S 602.8' TO A PT ON N R/W US HWY 90, TH E'LY ALG ARC OF CURVE TO LEFT 557', TH N 490'(S) TO POB SEC 5-T5S-R3E (POA) IN#120.

SAID DESCRIBED PARCELS CONTAINING 7.91 ACRES, MORE OR LESS.

Otherwise known as a part of tax parcel numbers **05-42-03-05-0-000-012.000** and **05-42-03-05-0-000-013.000**, as found in the office of the Revenue Commissioner of Baldwin County, Alabama; and

WHEREAS, the petitioner has requested that the property herein identified be rezoned from RSF-1, Single Family District, to B-2, Neighborhood Business District; and

WHEREAS, the Baldwin County Planning and Zoning Commission held a public hearing on August 6, 2020, where a motion to recommend Approval to the Baldwin County Commission **FAILED TO PASS**; and

WHEREAS, the Baldwin County Commission held a public hearing on September 15, 2020; and

WHEREAS, the requirements of Act No. 91-719, as amended by Act No. 93-668, as amended by Act No. 98-665, as amended by Act No. 2006-609, and further amended by Act No. 2010-719, regarding procedures to consider this rezoning request, which would affect the Planning (Zoning) District Boundary designations of the Planning (Zoning) District No. 15 Official Map, have been met; now therefore

BE IT RESOLVED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, That the petitioner's request to rezone the property (Case No. Z-20028, Estate of Inez Stots Property) as herein identified and described and as found within the confines of Planning (Zoning) District No. 15 from RSF-1, Single Family District, to B-2, Neighborhood Business District, which amends the Planning (Zoning) District Boundary Designations of the Planning (Zoning) District No. 15 Official Map, is hereby **APPROVED**.

DONE, Under the Seal of the County Commission of Baldwin County, Alabama, on this the **15th** day of **September 2020.**

_____

Honorable Billie Jo Underwood, Chairman

ATTEST:

_____

Wayne A. Dyess, County Administrator

Baldwin County Planning & Zoning Department

Baldwin County Commission Staff Report

Agenda Item
Case No. Z-20028
Estate of Inez Stots Property
Rezone RSF-1, Single Family District to B-2, Neighborhood Business District
September 15, 2020

Subject Property Information

Planning District: 15
General Location: North side of U.S. Highway 90, west of County Road 66 North
Physical Address: 28045 County Road 66 North
Parcel Numbers: 05-42-03-05-0-000-012.000
05-43-03-05-0-000-013.000
Existing Zoning: RSF-1, Single Family District
Proposed Zoning: B-2, Neighborhood Business District
Existing Land Use: Residential
Proposed Land Use: Commercial (Use not specified)
Acreage: 7.91 ± acres
Applicant: Patricia Reed
28045 County Road 66 North
Loxley, Alabama 36551
Owner: Estate of Inez Stots (Patricia Reed, Executor)
28045 County Road 66 North
Loxley, Alabama 36551
Lead Staff: Vince Jackson, Development Review Planner
Attachments: *Within Report*

	Adjacent Land Use	Adjacent Zoning
North	Residential	RSF-1, Single Family District
South	Residential	RSF-1, Single Family District
East	Industrial	RSF-1, Single Family District
West	Residential	RSF-1/RR, Rural District

Summary

This request involves two parcels which are currently zoned RSF-1, Single Family District. The total acreage is approximately 7.91 acres. The designation of B-2, Neighborhood Business District has been requested in order to achieve the best use of the property. No proposed use has been specified. Case Z-20027 is a similar request involving the same applicant.

Section 4.2 RSF-1, Single Family District

4.2.1 *Generally*. This zoning district is provided to afford the opportunity for the choice of a low density residential environment consisting of single family homes on large lots.

4.2.2 *Permitted uses*. Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses shall be permitted:

(a) The following general industrial uses: extraction or removal of natural resources on or under land.

(b) The following transportation, communication, and utility uses: water well (public or private).

(c) The following agricultural uses: Silviculture.

(d) Single family dwellings including manufactured housing and mobile homes.

(e) Accessory structures and uses.

(f) The following institutional use: church or similar religious facility.

4.2.3 *Conditional uses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses may be allowed as conditional uses:

(a) Outdoor recreation uses.

(b) The following institutional uses: day care home; fire station; school (public or private).

(c) The following general commercial uses: country club.

4.2.4 *Special exception*. Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following use and structures designed for such use may be allowed as a special exception:

The following local commercial use: bed and breakfast or tourist home (see *Section 13.10: Bed and Breakfast Establishments*).

4.2.5 *Area and dimensional ordinances*. Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts, Section 12.4: Height Modifications, Section 12.5: Yard Requirements, Section 12.6: Coastal Areas, Section 12.8: Highway Construction Setbacks, Section 18.6 Variances,* and *Article 20: Nonconformities,* the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	35-Feet
Maximum Height in Habitable Stories	2 1/2
Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet
Minimum Lot Area	30,000 Square Feet
Minimum Lot Width at Building Line	100-Feet
Minimum Lot Width at Street Line	50-Feet
Maximum Ground Coverage Ratio	.35

Section 5.2 B-2, Neighborhood Business District

5.2.1 *Purpose and intent.* The purpose and intent of the B-2 Neighborhood Business District is to provide a limited commercial convenience facility, servicing nearby residential neighborhoods, planned and developed as an integral unit.

5.2.2 *Permitted uses.* The following uses are permitted as of right, or as uses accessory to permitted uses in the B-2, Neighborhood Business District:

(a) All uses permitted by right under the B-1 zoning designation
(b) Antique store
(c) Apparel and accessory store
(d) Appliance store including repair
(e) Art gallery or museum
(f) Art supplies
(g) Bait store
(h) Bakery retail
(i) Bed and breakfast or tourist home
(j) Bicycle sales and service
(k) Boarding, rooming or lodging house, dormitory
(l) Book store
(m) Café
(n) Camera and photo shop
(o) Candy store
(p) Catering shop or service
(q) Copy shop
(r) Delicatessen
(s) Discount/variety store (not to exceed 8,000 square feet)
(t) Drug store (not to exceed 8,000 square feet)
(u) Fixture sales
(v) Floor covering sales or service
(w) Florist
(x) Fraternity or sorority house
(y) Fruit and produce store
(z) Gift shop
(aa) Hardware store, retail
(bb) Ice cream parlor
(cc) Interior decorating shop
(dd) Laundry, self service
(ee) Lawnmower sales and service
(ff) Locksmith
(gg) Music store
(hh) Neighborhood convenience store
(ii) News stand
(jj) Paint and wallpaper store
(kk) Picture framing and/or mirror silvering
(ll) Restaurant
(mm) Shoe repair shop
(nn) Shoe store
(oo) Sign shop
(pp) Sporting goods store
(qq) Tailor shop
(rr) Tobacco store
(ss) Toy store

5.2.3 *Conditional uses.* The following uses are permissible as conditional uses in the B-2, Neighborhood Business District, subject to the standards and procedures established in *Section 18.11: Conditional Uses*:

(a) Air conditioning sales and service
(b) Amusement arcade
(c) Animal clinic/kennels
(d) Arboretum
(e) Ball field
(f) Business machine sales and service
(g) Car wash
(h) Country club
(i) Discount/variety store (exceeding 8,000 square feet)
(j) Drug store (exceeding 8,000 square feet)
(k) Exterminator service office
(l) Golf course
(m) Liquor store
(n) Mini-warehouse
(o) Night club, bar, tavern
(p) Office equipment and supplies sales
(q) Park or playground
(r) Pawn shop
(s) Pet shop
(t) Plumbing shop
(u) Restaurant sales and supplies
(v) Riding academy
(w) Rug and/or drapery cleaning service
(x) Seafood store
(y) Swimming pool (outdoor)
(z) Tennis court (outdoor)
(aa) Water storage tank
(bb) Wildlife sanctuary
(cc) Wireless telecommunication facility
(dd) Dwellings, in combination with commercial uses, subject to the standards listed under Section 5.2.4: Mixed uses

5.2.4 *Mixed uses*. Mixed residential and commercial uses may be permissible as conditional uses in the B-2 Neighborhood Business District, subject to the standards and procedures established in *Section 18.11: Conditional Uses*, and subject to the following criteria:

(a) The commercial uses in the development may be limited in hours of operation, size of delivery trucks and type of equipment.

(b) The residential uses shall be designed so that they are compatible with the commercial uses.

(c) Residential and commercial uses shall not occupy the same floor of a building.

(d) Residential and commercial uses shall not share the same entrances.

(e) The number of residential dwelling units shall be controlled by the dimensional standards of the B-2 district. A dwelling unit density of .5 (1/2) dwelling units per 1,000 square feet of the gross floor area devoted to commercial uses, may be allowed (structures with less than 2,000 square feet devoted to commercial uses shall be allowed one dwelling unit). In no case, however, shall the overall dwelling unit density for a mixed use project exceed 4 dwelling units per acre.

(f) Building height shall not exceed three stories.

(g) A minimum of 30 percent of the mixed use development shall be maintained as open space. The following may be used to satisfy the open space requirements: areas used to satisfy water management requirements, landscaped areas, recreation areas, or setback areas not covered with impervious surface or used for parking (parking lot islands may not be used unless existing native vegetation is maintained).

(h) The mixed commercial/residential structure shall be designed to enhance compatibility of the commercial and residential uses through such measures as, but not limited to, minimizing noise associated with commercial uses; directing commercial lighting away from residential units; and separating pedestrian and vehicular access ways and parking areas from residential units, to the greatest extent possible.

(i) Off-street parking spaces for the mixed residential and commercial uses shall be the sum total of the residential and commercial uses computed separately (See *Article 15: Parking and Loading Requirements)*.

5.2.5 *Area and dimensional ordinances.*

Maximum Height of Structure in Feet	35
Maximum Height of Structure in Habitable Stories	2 1/2
Minimum Front Yard	30-Feet
Minimum Rear Yard	25-Feet
Minimum Side Yards	15-Feet
Minimum Lot Area	20,000 Square Feet
Maximum Impervious Surface Ratio	.60
Minimum Lot Width at Building Line	80-Feet
Minimum Lot Width at Street Line	60-Feet

5.2.6 *Lighting standards*. The maximum height of exterior lights shall be 25-feet. The intensity, location, and design of lighting shall be such that not more than one foot candle of light is cast upon adjacent property or public rights-of-way. Light fixtures shall be designed to cast light downward. Where necessary, cut-off devices shall be used to minimize glare off premises. No light shall be aimed directly toward a property designated residential, which is located within 200-feet of the source of the light.

5.2.7 *Distance between structures.* If there is a separation between any two principal structures on the same parcel, said separation shall be a minimum of 15-feet or a distance equal to one-half the sum of their heights, whichever is the greater.

5.2.8 *Landscaping and buffering.* All B-2, Neighborhood Business District, uses shall meet the requirements of *Article 17: Landscaping and Buffers*.

Agency Comments

Baldwin County Highway Department, Tyler Mitchell and Weesie Jeffords:

DJ,

I agree with Tyler's comments.

Any connection to HWY 90 (Minor Arterial) will require a permit through ALDOT and there is a 100ft highway construction setback from the center of ROW.

Connection to County Road 66N (local road) will require a commercial turnout permit through the Baldwin County Highway Department and has a 40ft highway construction setback from the center of the ROW.

Thank you,
Weesie

From: Tyler W. Mitchell <TMITCHELL@baldwincountyal.gov>
Sent: Tuesday, July 21, 2020 4:06 PM
To: D Hart <DHart@baldwincountyal.gov>; Alfreda Jeffords <Weesie.Jeffords@baldwincountyal.gov>; Mary Booth <MBOOTH@baldwincountyal.gov>
Cc: Frank Lundy <FLundy@baldwincountyal.gov>; Joey Nunnally <JNunnally@baldwincountyal.gov>
Subject: RE: Z-20028 Estate of Inez Stots Property (case 2)

DJ,

For any future development of the property, access to County Road 66 N would need to be coordinated with the Baldwin County Highway Department. Any connection to Hwy 90 would need to be coordinated with ALDOT.

Thanks,

Tyler Mitchell, P.E.
Construction Manager
Baldwin County Highway Department
o: 251-937-0371
c: 251-525-0497

ADEM: No comments received.

Baldwin County Subdivision Department, Mary Booth: No comments.

Town of Loxley: No comments received.

Staff Analysis and Findings

The following factors for reviewing zoning amendments are found in Section 19.6 of the *Baldwin County Zoning Ordinance*. These factors are to be considered when an application is being reviewed for rezoning.

1.) Is the requested change compatible with the existing development pattern and the zoning of nearby properties?

The subject property is currently occupied with one dwelling and accessory structures. The property adjoins U.S. Highway 90 to the south and County Road 66 North to the east. Property to the east is the location for a grandfathered concrete plant. Properties to the north, south and west are residential.

2.) Has there been a change in the conditions upon which the original zoning designation was based? Have land uses or conditions changed since the zoning was established?

Planning District 15 was zoned in August 2006. There have been no changes which would impact rezoning of the subject property.

3.) Does the proposed zoning better conform to the Master Plan?

The Baldwin County Master Plan, 2013, provides a future land use designation of Residential for the subject property. This category is provided for residential dwelling units including single family dwellings, two family (duplex) dwellings, multiple family dwellings, manufactured homes, manufactured housing parks and Planned Residential Developments. Institutional uses, recreational uses and limited neighborhood commercial uses may be included subject to the provisions of the Zoning Ordinance. To the greatest extent possible, residential areas should be accessible to major thoroughfares connecting with work areas, shopping areas and recreational areas. Zoning designations may include RR, RA, CR, RSF-E, RSF-1, RSF-2, RSF-3, RSF-4, RSF-6, RTF-4, RTF-6, RMF-6, RMH and PRD.

If the rezoning is approved, the Future Land Use Map will be amended to reflect the designation of Commercial. The commercial category is provided for retail and wholesale trade facilities which offer convenience and other types of goods and services. Institutional uses, recreational uses, mixed-use developments and transportation, communication and utility uses may be included in accordance with the Zoning Ordinance. Multiple family developments may also be included. Commercial uses should be located on major streets so as to be accessible to the residential population. Zoning designations may include RR, B-1, B-2, B-3, B-4, MR and TR.

4.) Will the proposed change conflict with existing or planned public improvements?

Staff is unaware of any existing or planned public improvements which would be impacted.

<u>Baldwin County Highway Department Comments</u>

DJ,

I agree with Tyler's comments.

Any connection to HWY 90 (Minor Arterial) will require a permit through ALDOT and there is a 100ft highway construction setback from the center of ROW.

Connection to County Road 66N (local road) will require a commercial turnout permit through the Baldwin County Highway Department and has a 40ft highway construction setback from the center of the ROW.

Thank you,
Weesie

From: Tyler W. Mitchell <TMITCHELL@baldwincountyal.gov>
Sent: Tuesday, July 21, 2020 4:06 PM
To: D Hart <DHart@baldwincountyal.gov>; Alfreda Jeffords <Weesie.Jeffords@baldwincountyal.gov>; Mary Booth <MBOOTH@baldwincountyal.gov>
Cc: Frank Lundy <FLundy@baldwincountyal.gov>; Joey Nunnally <JNunnally@baldwincountyal.gov>
Subject: RE: Z-20028 Estate of Inez Stots Property (case 2)

DJ,

For any future development of the property, access to County Road 66 N would need to be coordinated with the Baldwin County Highway Department. Any connection to Hwy 90 would need to be coordinated with ALDOT.

Thanks,

Tyler Mitchell, P.E.
Construction Manager
Baldwin County Highway Department
o: 251-937-0371
c: 251-525-0497

5.) Will the proposed change adversely affect traffic patterns or congestion?

Traffic will increase with commercial development on the property. The exact nature and extent of the increase is difficult to ascertain at this time. This will be looked at during the permitting process, as discussed above.

6.) Is the proposed amendment consistent with the development patterns in the area and appropriate for orderly development of the community? The cost of land or other economic considerations pertaining to the applicant shall not be a consideration in reviewing the request.

The majority of the surrounding land uses are residential. Property to the west, across County Road 66 North, is the location of a concrete plant which was established prior to the adoption of zoning. This property, however, is zoned RSF-1.

7.) Is the proposed amendment the logical expansion of adjacent zoning districts?

The surrounding zoning designations are RSF-1, with an area of RR, Rural District, located to the west. The nearest B-2 zoned parcel is located across from the RR parcel on the south side of U.S. Highway 90.

8.) Is the timing of the request appropriate given the development trends in the area?

Timing is not a factor with this request.

9.) Will the proposed change adversely impact the environmental conditions of the vicinity or the historic resources of the County?

Staff is unaware of any environmental conditions or historic resources that would be adversely impacted by this request. The Alabama Department of Environmental Management (ADEM) provided no comments.

10.) Will the proposed change adversely affect the health, safety and welfare of the County and the vicinity?

Staff anticipates no adverse impacts. Access to this site would require approval from Baldwin County Highway Department on County Road 66 North and from the Alabama Department of Transportation (ALDOT) on U.S. highway 90. Development of the property will be considered as a major project. Prior to the issuance of a Land Use Certificate, staff will evaluate all submitted materials, including building plans, drainage plans, landscaping plans, buffers and site plans in order to ensure compliance with the requirements of the zoning ordinance.

11.) Other matters which may be appropriate.

N/A

Staff Comments and Recommendation

As stated previously, this request involves two parcels which are currently zoned RSF-1, Single Family District. The total acreage is approximately 7.91 acres. The designation of B-2, Neighborhood Business District has been requested in order to achieve the best use of the property. No proposed use has been specified. Case Z-20027 is a similar request involving the same applicant. Like Case Z-20027, this application represents speculative rezoning. The situation in this area is somewhat different however, in that we do have multiple zoning designations and have not see a significant number of rezoning applications. Staff believes, however, that residential development of the subject properties is unlikely due to the location on U.S. Highway 90, and due also to the presence of the concrete plant.

Unless information to the contrary is revealed at the public hearing, staff feels this rezoning application should be **APPROVED**. *

**On rezoning applications, the County Commission will be making the final decision.*

Property Images



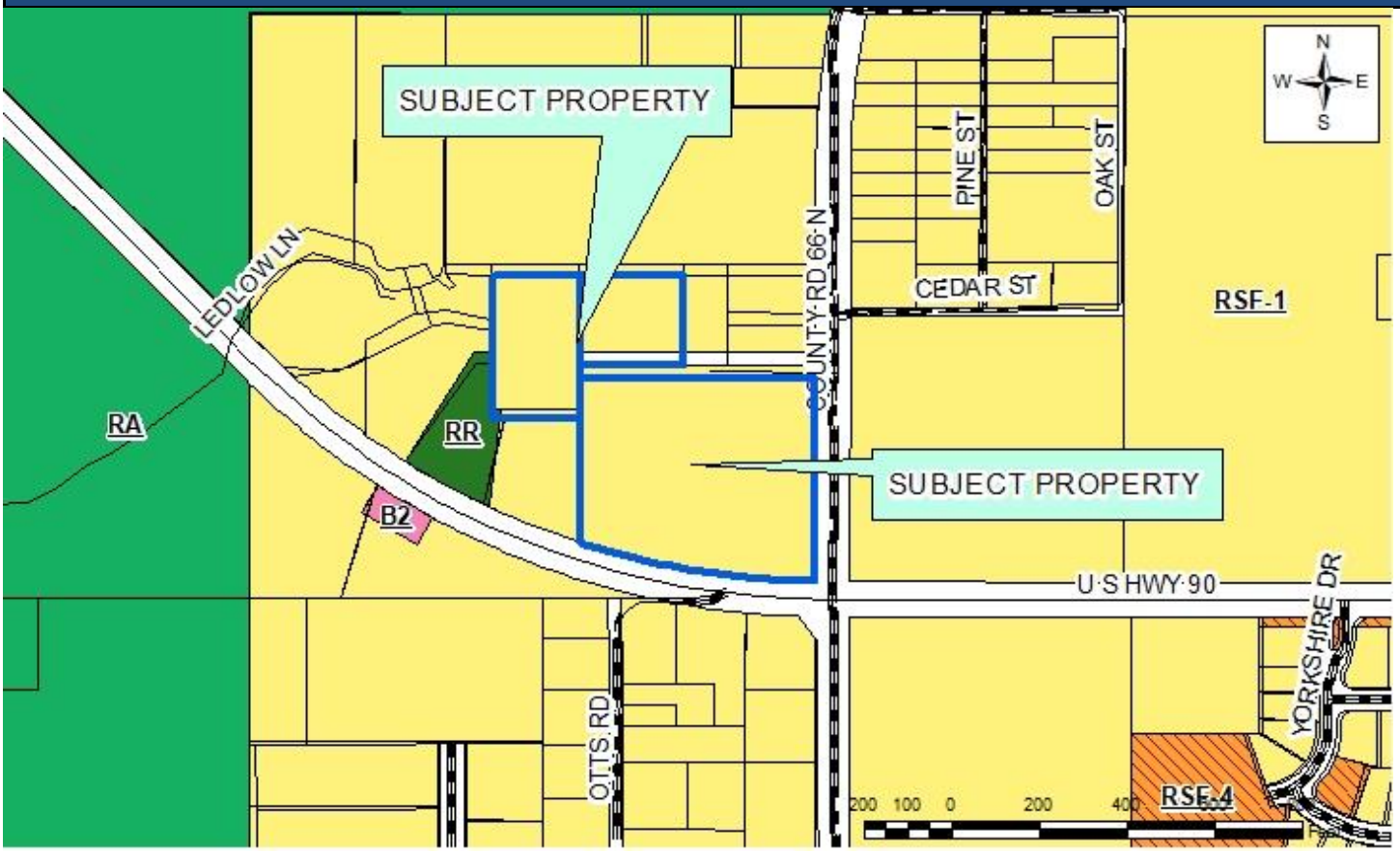



NO OUTLET
ADJOINING PROPERTY
TO THE EAST
07/16/2020


PROPERTY LOCATED AT THE
SOUTH EAST CORNER OF
US HIGHWAY 90 & COUNTY ROAD 66N
07/16/2020


SOUTH WEST CORNER OF
US HIGHWAY 90 & COUNTY ROAD 66 N
07/16/2020

Locator Map



Site Map



BALDWIN COUNTY PLANNING & ZONING COMMISSION

VOTING SHEET

Case Z-20028

Estate of Inez Stots Property

Rezone RSF-1 to B-2

8/6/2020

Motion: TO RECOMMEND APPROVAL

Made by: KEVIN MURPHY

Motion Seconded by: BRANDON BIAS

MEMBER	IN FAVOR OF MOTION MADE	OPPOSED TO MOTION MADE
Sam Davis	-	-
Kevin Murphy	X	
Bonnie Lowry	X	
Daniel Nance	A	
Brandon Bias		X
Nancy Mackey		X
Robert Davis		X
Plumer Tonsmeire	A	
Jason Padgett	A	

MOTION TO RECOMMEND APPROVAL FAILS ON A VOTE OF 3-2

Mrs. Booth reported no deficiencies and recommendation of approval by staff. Max Dearing with Jade Development represented the applicant. There was no one present in opposition. Mrs. Booth answered questions.

Nancy Mackey made a motion to approve the request. Brandon Bias seconded the motion. All members voted aye. **Motion to approve Case S-20058 Fairhope Motor Coach Phase II Final Site Plan Approval carries on a vote of 5-0.**

VI. CONSIDERATION OF APPLICATIONS AND REQUESTS – REZONING CASES

a.) CASE Z-20026 MERRITT & WALDING PROPERTIES LLP PROPERTY

Vince Jackson presented the request to rezone approximately 19 acres from RA to B-4 to allow a RV/Camper dealership. The subject property is located on the south side of County Road 68 east of the Baldwin Beach Express in Planning District 12.

Mr. Jackson reported recommendation of approval by staff and answered questions. Coley Boone with Merritt & Walding was present to represent the applicant and answered questions. There was no one present in opposition.

Brandon Bias made a motion to recommend approval. Kevin Murphy seconded the motion. **Motion to recommend approval for Case Z-20026 Merritt & Walding Properties LLP Property rezoning request from RA to B-4 carries on a vote of 5-0.**

b.) CASE Z-20027 ESTATE OF INEZ STOTS PROPERTY

Vince Jackson presented the request to rezone approximately .5 acres from RSF-3 to B-2 to allow commercial use of the property. The subject property is located at 9765 Milton Jones Road in Planning District 15.

Mr. Jackson reported recommendation of approval by staff and answered questions. Applicant Patricia Reed and her real estate agent Tania Lazzari spoke in favor of the request. Johnny Stanton signed up in opposition but did not speak at the podium.

Nancy Mackey made a motion to recommend approval to the County Commission. Robert Davis seconded the motion. Brandon Bias voted nay. All other members voted aye. **Motion to recommend approval to County Commission for Case Z-20027 Estate of Inez Stots Property rezoning request from RSF-3 to B-2 carries on a vote of 4-1.**

c.) CASE Z-20028 ESTATE OF INEZ STOTS PROPERTY

Mr. Jackson presented the request to rezone approximately 7.91 acres from RSF-1 to B-2 to allow commercial use of the property. The subject property is located at 28045 County Road 66 North in Planning District 15.

Mr. Jackson reported recommendation of approval by staff and answered questions. Applicant Patricia Reed and her real estate agent Tania Lazzari spoke in favor of the request. No one spoke in opposition of the request.

Kevin Murphy made a motion to recommend approval. Brandon Bias seconded the motion. Roll call vote: Kevin Murphy, aye; Bonnie Lowery, aye; Brandon Bias, nay; Nancy Mackey, nay; Robert Davis, nay. **Motion to recommend approval for Case Z-20028 Estate of Inez Stots Property rezoning request from RSF-1 to B-2 fails on a vote of 3-2.**

e.) **CASE Z-20029 SCHAMBEAU PROPERTY**

Mr. Jackson presented the request to rezone approximately 3.61 acres from RSF-E to B-3 to allow replacement of fire damaged mini-warehouse unit and bring existing facility into conformity. The subject property is located at 10430 County Road 64 in Planning District 15.

Mr. Jackson reported recommendation of approval by staff and answered questions. Mr. Jackson also read a letter of support from Bernard and Nancy Connick which was received after the staff report was written. Applicant Daniel Schambeau answered questions. There was no one present in opposition of the request.

Kevin Murphy made a motion to recommend approval. Brandon Bias seconded the motion. All members voted aye. **Motion to recommend approval to County Commission for Case Z-20029 Schambeau Property rezoning request from RSF-E to B-3 carries on a vote of 5-0.**

V. OLD BUSINESS

Mr. Jackson reported there was no old business.

VI. NEW BUSINESS

Mr. Jackson reported there was no new business.

VII. PUBLIC COMMENTS

There were no public comments.

VIII. REPORTS AND ANNOUNCEMENTS

Mr. Jackson reported there were no staff reports or announcements.

Ms. Fleming reported there were no legal reports.

There was discussion regarding the lack of applicant attendance at the meeting. Discussion was also held regarding the new start time of the meetings.

IX. NEXT REGULAR MEETING

The next Planning Commission Meeting is scheduled for September 3, 2020 at 4:00 p.m.

X. ADJOURN

As there was no further business the meeting adjourned at 4:00 p.m.

Letter of Opposition

RE: Case No. Z-20028 Estate of Inez Stots Property Planning District 15

I am Warren and Stephanie Collins, a Loxley resident living at 28111 County Rd 66 N, Loxley, Al 36551

To whom it may concern:

I am writing to express my opposition to the proposed rezoning of property located at 28045 County Rd 66 N in Planning District 15. The planning for a commercial/industrial site is not consistent with the intent to improving residential living: multiple-family residences tend to be clustered together in large developments near other dense land uses, such as a present cement plant and industry in the rear of the community. The community would be subject to possible harmful environmental residue in the event that an industrial site is developed. Furthermore, is the concern of heavy machinery and traffic in the neighborhood. The multiple-family residences are currently physically and visually in the center of the above-mentioned industries. We feel that the goal of the Planning Commission is to preserve existing neighborhoods.

Our opposition is also based on these potential/probable negative effects:

- The loss of neighborhood and community character
- A decrease in the market value of my home
- Increased traffic congestion adding to an already dangerous situation at Hwy 90 and County Rd. 66N
- The destruction of green space and mature trees as well as driving animals out of the area onto County Rd. 66N and Highway 90 causing potential accidents

Please DO NOT rezone this site from RSF-1 Single Family District to B-2 –Local Business District. Once the property is rezoned, a developer can change the original concept within the approved RSF-1 zoning. Single family construction fits within this neighborhood and community. Respectfully,

Warren Collins/Stephanie Collins Phone: (251) 222-3390

Planning and Zoning

Department

Memo

To: Anu Gary, Records Manager

From: DJ Hart

Date: 9/10/2020

Re: Z-20028 Estate of Inez Stots Property

Proof of Advertisement for the Baldwin County Commission Public Hearing on 9/15/2020

Anu:

Attached is the original Proof of Publication for the Baldwin County Commission public hearing for case:

Z-20028 Estate of Inez Stots Property

The Planning and Zoning Commission meeting was held **Thursday August 6, 2020.**

The County Commission public hearing is scheduled for **Tuesday September 15, 2020.**

Please let me know if you have any questions.

Thank You,

DJ Hart

GULF COAST MEDIA
A DIVISION OF OPC NEWS, LLC
PO BOX 1677 • SUMTER, SC 29150

FOLEY 251.943.2151
The Courier – The Islander
The Onlooker
The Baldwin Times

LEGAL REP -
251-345-6805

PROOF OF PUBLICATION
STATE OF ALABAMA • BALDWIN COUNTY

Before me, the undersigned authority in and for said County, in said State, personally appeared April M. Perry who, by me duly sworn, deposes and says that: she is the Legal Representative of the following newspaper listed below, a newspaper of GENERAL CIRCULATION, PUBLISHED and PRINTED in Baldwin County, Alabama, and that there was published in The Courier, The Islander, The Onlooker, & or The Baldwin Times in the issue/s of:

08/19/2020, 08/26/2020, 09/02/2020

a legal notice, a copy of which is hereto attached. The sum charged by the Newspaper for said publication does not exceed the lowest classified rate paid by commercial customers for an advertisement of similar size and frequency in the same newspaper(s) in which the public notice appeared.

There are no agreements between the Newspaper and the officer or attorney charged with the duty of placing the attached legal advertising notices whereby any advantage, gain or profit accrued to said officer or attorney.

X April M. Perry
April M. Perry, Legal Ad Representative

X Amber Kimbler
Amber Kimbler, Notary Public
Baldwin County, Alabama
My commission expires April 10, 2022

AMBER KIMBLER
My Commission Expires
April 10, 2022

Sworn and subscribed to on 09/02/2020.

BC PLANNING & ZONING- LEGAL

Acct#: 983695

Ad#: 314882

Z-20028 Estate of Inez Stots Property

Amount of Ad: $355.20

Legal File# Z-20028 Estate

BALDWIN COUNTY COMMISSION

BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

Mailing Address
22251 Palmer Street
Robertsdale, AL 36567
Phone: (251) 580-1655
Fax: (251) 580-1656

Physical Address
22070 Highway 59
Robertsdale, AL 36567
Phone: (251) 580-1655
Fax: (251) 580-1656

Foley Office
201 East Section Avenue
Foley, AL 36535
Phone: (251) 972-8523
Fax: (251) 972-8520

NOTICE OF PUBLIC HEARING
Case No. Z-20028
Estate of Inez Stots Property
Planning District 15

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The public hearing will be conducted during the next regular meeting of the Baldwin County Commission which is scheduled for Tuesday, September 15, 2020, beginning at 8:30 a.m. at the Baldwin County Administration Building, 322 Courthouse Square in Bay Minette, AL.

The said application will be considered by the Baldwin County Commission pursuant to Alabama Code 45-2-261. The application materials are available for public review at the office of the Baldwin County Planning & Zoning Department, 22070 Hwy 59 in Robertsdale, AL, or at the Foley Satellite Courthouse, 201 East Section Avenue in Foley, Alabama during normal business hours. If you desire to speak with someone by telephone about this application please contact the Baldwin County Planning and Zoning Department at (251)580-1655. If you desire to submit written comments, please address your correspondence to:

Baldwin County Planning & Zoning Department
22251 Palmer Street
Robertsdale, AL 36567

You may fax your comments to Planning & Zoning Department at (251)580-1656. If you desire to address the Baldwin County Commission in person about this application please attend the public hearing at the time and location listed above.

Public participation is solicited without regard to race, color, national origin, sex, age, religion, disability. Persons who require special accommodations under the Americans with Disabilities Act or those requiring language translation services should contact the Baldwin County Planning & Zoning Department at 251-580-1655.
August 19-26; September 2, 2020

RECEIVED
9/10/2020
DG Hart

GULF COAST MEDIA

THE COURIER • THE ONLOOKER • THE ISLANDER • THE BALDWIN TIMES

Printer Affidavit:

This is to certify the attached advertisement

Appeared in The Courier, The Islander & The Onlooker Issue of Gulf Coast Media.

Publication Date(s):

August 26, 2020

Account # 987101 PO # _____

Cost $ 360.00 Ad # 265929 - 2 - 20028

Bethany Summerlin

Bethany Summerlin

Sales Representative

Bill To:

Baldwin County Planning
& Zoning

Mail payments to:

Gulf Coast Media PO Box 1677- Sumter, SC 29151

Sworn to and subscribe before me

This 1st day of September, 20 20

Amber Kimbler

Amber Kimbler

Notary Public for Alabama

AMBER KIMBLER
My Commission Expires
April 10, 2022

RECEIVED
9/10/2020
RJ Hart

Allison Marlow,
Managing Editor
allisonm@gulfcoastmedia.com

AUGUST 26, 2020

Beauty Review crowns five new queens

By TINA COVINGTON

North Baldwin crowned five new queens at the 9th annual Beauty Review, held this month at the Bay Assembly Family Life Center.

The pageant, sponsored by the Baldwin County High School Tigerettes, is divided into five age categories. The divisions include Tiny Miss (ages 4- to 6-years); Little Miss (ages 7- to 9-years); Junior Miss (ages 10- to 12-years), Teen (ages 13- to 15-years) and Miss (ages 16- to 18-years).

Brooklyn Rider was crowned Miss North Baldwin and rounding out the top five in that category included Emily Scarborough, first runner-up; Mary Kinsley Reed, second runner-up; Emma Overstreet, third runner-up; and Morgan Baker, fourth runner-up.

Kaya Brown was crowned Teen Miss and the top five included Addison Scarborough, first runner-up; Allison Smith, second runner-up; Allison Siggers, third runner-up; and Emily Byrd, fourth runner-up.

In the Junior Miss division, Eleesia Emmons was crowned queen. Rounding out the top five included Shelby Stewart, first runner-up; Addison Hadley, second runner-up; Sarah Little, third runner-up; and Kelsea Dute, fourth runner-up.

Ramiah Cherolis was crowned Little Miss and her top five included Magdalene Gordon, first runner-up; Amelia Johnson, second runner-up; Kenzlie Williams, third runner-up; and Mary Syndel Byrd, fourth runner-up.

Harper Stewart was crowned Tiny Miss in the inaugural year of this age division. Her fellow court members include Mary Kate Morrison, first runner-up; Lyric Gordon, second runner-up; and Eastyn Whidbee, third runner-up.

In addition to the top five, preliminary and Judges' Choice awards were presented to contestants.



SUBMITTED PHOTO

From left, Harper Stewart, Eleesia Emmons, Brooklyn Rider, Kaya Brown and Ramiah Cherolis

In the Tiny Miss category: Most Photogenic, Harper Stewart; Best Hair, Eastyn Whidbee; Prettiest Eyes, Eastyn Whidbee; Brightest Smile, Mary Kate Mor-

SEE BEAUTY, PAGE 4

BALDWIN COUNTY COMMISSION
BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

Mailing Address	Physical Address	Foley Office
22251 Palmer Street	22070 Highway 59	201 East Section Avenue
Robertsdale, AL 36567	Robertsdale, AL 36567	Foley, AL 36535
Phone: (251) 580-1655	Phone: (251) 580-1655	Phone: (251) 972-8523
Fax: (251) 580-1656	Fax: (251) 580-1656	Fax: (251) 972-8520

NOTICE OF PUBLIC HEARING

Case No. Z-20028
Estate of Inez Stots Property
Planning District 15

Notice is hereby given that the Baldwin County Commission will conduct a public hearing concerning a request submitted by Patricia Reed on behalf of the Estate of Inez Stots, owner of property located at 28045 Co Rd 66 N in Planning District 15. The applicant is requesting approval to rezone 7.9± acres from RSF-1 Single Family District to B-2 - Local Business District. The Parcel Identification Numbers are 05-42-03-05-0-000-013.000 and 05-42-03-05-0-000-012.000.

The public hearing will be conducted during the next regular meeting of the Baldwin County Commission which is scheduled for **Tuesday, September 15, 2020**, beginning at 8:30 a.m. at the Baldwin County Administration Building, 322 Courthouse Square in Bay Minette, AL.

The said application will be considered by the Baldwin County Commission pursuant to Alabama Code 45-2-261. The application materials are available for public review at the office of the Baldwin County Planning & Zoning Department, 22070 Hwy 59 in Robertsdale, AL, or at the Foley Satellite Courthouse, 201 East Section Avenue in Foley, Alabama during normal business hours. If you desire to speak with someone by telephone about this application please contact the Baldwin County Planning and Zoning Department at (251)580-1655 . If you desire to submit written comments, please address your correspondence to:

Baldwin County Planning & Zoning Department
22251 Palmer Street
Robertsdale, AL 36567

You may fax your comments to Planning & Zoning Department at (251)580-1656 . If you desire to address the Baldwin County Commission in person about this application please attend the public hearing at the time and location listed above.

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BIG
DIFFERENCE

Follow these tips to lower your power bill.

Clean air filters increase AC efficiency.

LED bulbs use less energy.

Keep your outdoor AC unit free of leaves and debris.

For more ways to save by making your home more energy efficient, visit *AlabamaPower.com/tips*.

Alabama Power

© 2020 Alabama Power Company

Planning and Zoning

Department

Memo

To: Anu Gary, Records Manager

From: DJ Hart

Date: 9/10/2020

Re: Z-20028 Estate of Inez Stots Property

Proof of Advertisement for the Baldwin County Planning and Zoning Commission Public Hearing on 8/6/2020

Anu:

Attached is the original Proof of Publication for the Baldwin County Planning and Zoning Commission public hearing for case:

Z-20028 Estate of Inez Stots Property

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The County Commission public hearing is scheduled for **Tuesday September 15, 2020.**

Please let me know if you have any questions.

Thank You,

DJ Hart

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The Baldwin Times

LEGAL REP -
251-345-6805

PROOF OF PUBLICATION
STATE OF ALABAMA • BALDWIN COUNTY

Before me, the undersigned authority in and for said County, in said State, personally appeared April M. Perry who, by me duly sworn, deposes and says that: she is the Legal Representative of the following newspaper listed below, a newspaper of GENERAL CIRCULATION, PUBLISHED and PRINTED in Baldwin County, Alabama, and that there was published in The Courier, The Islander, The Onlooker, & or The Baldwin Times in the issue/s of:

07/22/2020

a legal notice, a copy of which is hereto attached. The sum charged by the Newspaper for said publication does not exceed the lowest classified rate paid by commercial customers for an advertisement of similar size and frequency in the same newspaper(s) in which the public notice appeared.

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X April M. Perry
April M. Perry, Legal Ad Representative

X Amber Kimbler
Amber Kimbler, Notary Public
Baldwin County, Alabama
My commission expires April 10, 2022

AMBER KIMBLER
My Commission Expires
April 10, 2022

Sworn and subscribed to on 07/22/2020.

BC PLANNING & ZONING- LEGAL

Acct#: 983695

Ad#: 313861

Z-20028 Estate of Inez Stots Property

Amount of Ad: $120.96

Legal File# Z-20028 Estate

BALDWIN COUNTY PLANNING & ZONING COMMISSION
BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

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July 22, 2020

RECEIVED
8/3/2020

Baldwin County Commission

Agenda Action Form

File #: 20-1562, **Version:** 1 **Item #:** DR4

Meeting Type: BCC Regular Meeting
Meeting Date: 9/15/2020
Item Status: New
From: Vince Jackson, Development Review Planner
Submitted by: Vince Jackson, Development Review Planner

ITEM TITLE
*Case No. Z-20029 - Schambeau Property Rezoning

STAFF RECOMMENDATION
Adopt Resolution #2020-124, which APPROVES Case No. Z-20029, Schambeau Property, as it pertains to the rezoning of approximately 3.61 acres, located in Planning (Zoning) District 15, from RSF-E, Residential Single Family Estate District, to B-3, General Business District.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The subject property is currently zoned RSF-E, Residential Single Family Estate District. It consists of approximately 3.61 acres and is the location of a mini-warehouse facility which was constructed prior to the adoption of zoning in Planning District 15. The designation of B-3, General Business District, has been requested in order to allow for the replacement of a warehouse building, which recently burned, and in order to provide conforming status for the property.

The Planning Commission considered this request on August 6, 2020 and voted to recommend APPROVAL to the County Commission.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? Yes. Gulf Coast Newspapers.

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

FOLLOW UP IMPLEMENTATION

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

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

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Send Notice of Action to the Following:

Mr. Daniel A. Schambeau
P.O. Box 2730
Daphne, Alabama 36526

Additional instructions/notes: Planning Department - Amend zoning map.

STATE OF ALABAMA

COUNTY OF BALDWIN

RESOLUTION # 2020-124

DETERMINATION OF THE BALDWIN COUNTY COMMISSION, REGARDING **Case No. Z-20029, Schambeau Property,** SUCH DETERMINATION AS AUTHORIZED PURSUANT TO ACT NO. 91-719, AS AMENDED.

WHEREAS, Patricia Reed, executor of the Estate of Inez Stots, has petitioned the Baldwin County Commission to rezone certain property, in Planning (Zoning) District No. 15, for property identified herein and described as follows:

251.5' x 604.5' FM THE ½ SEC COR OF THE N/L OF SEC 23 RUN S 56.07' TH W 21.47' TH CONT W 210.38' FOR THE POB, TH W 251.5' TH S 604.5', TH E 163.6', TH CONT E 113.8', TH N 77.4', TH CONT N 115.8', TH W 18'(S), TH N 210'(S) TO THE POB CONTAINING 3.6 AC SEC 23-T5S-R2E(CLERKS DEED) IN#984927

SAID DESCRIBED PARCEL CONTAINING 3.61 ACRES, MORE OR LESS.

Otherwise known as a part of tax parcel number **05-43-06-23-0-000-009.000**, as found in the office of the Revenue Commissioner of Baldwin County, Alabama; and

WHEREAS, the petitioner has requested that the property herein identified be rezoned from RSF-E, Residential Single Family Estate District, to B-3, General Business District; and

WHEREAS, the Baldwin County Planning and Zoning Commission held a public hearing on August 6, 2020, and voted to recommend **APPROVAL** to the Baldwin County Commission; and

WHEREAS, the Baldwin County Commission held a public hearing on September 15, 2020; and

WHEREAS, the requirements of Act No. 91-719, as amended by Act No. 93-668, as amended by Act No. 98-665, as amended by Act No. 2006-609, and further amended by Act No. 2010-719, regarding procedures to consider this rezoning request, which would affect the Planning (Zoning) District Boundary designations of the Planning (Zoning) District No. 15 Official Map, have been met; now therefore

BE IT RESOLVED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, That the petitioner's request to rezone the property (Case No. Z-20029, Schambeau Property) as herein identified and described and as found within the confines of Planning (Zoning) District No. 15 from RSF-E, Residential Single Family Estate District, to B-3, General Business District, which amends the Planning (Zoning) District Boundary Designations of the Planning (Zoning) District No. 15 Official Map, is hereby **APPROVED**.

DONE, Under the Seal of the County Commission of Baldwin County, Alabama, on this the **15th** day of **September 2020.**

_____

Honorable Billie Jo Underwood, Chairman

ATTEST:

_____

Wayne A. Dyess, County Administrator

Baldwin County Planning & Zoning Department

Baldwin County Commission Staff Report

Agenda Item
Case No. Z-20029
Schambeau Property
Rezone RSF-E, Residential Single Family Estate District to B-3, General Business District
September 15, 2020

Subject Property Information

Planning District:	15
General Location:	South side of County Road 64, west of Austin Road
Physical Address:	10430 County Road 64
Parcel Number:	05-43-06-23-0-000-009.000
Existing Zoning:	RSF-E, Residential Single Family Estate District
Proposed Zoning:	B-3, General Business District
Existing Land Use:	Commercial (Existing Mini-Warehouse Facility)
Proposed Land Use:	Commercial (Same, Replace Burned Warehouse and Achieve Conforming Status)
Acreage:	3.61 acres +/-
Applicant:	Daniel A. Schambeau P.O. Box 2730 Daphne, Alabama 36526
Owner:	Same
Lead Staff:	Vince Jackson, Development Review Planner
Attachments:	*Within Report*

	Adjacent Land Use	Adjacent Zoning
North	Residential	RSF-E, Single Family Estate District
South	Residential	RSF-E, Single Family Estate District
East	Residential	RSF- E, Single Family Estate District
West	Residential	RSF-E, Single Family Estate District

Summary

The subject property is currently zoned RSF-E, Residential Single Family Estate District. It consists of approximately 3.61 acres and is the location of a mini-warehouse facility which was constructed prior to the adoption of zoning in Planning District 15. The designation of B-3, General Business District, has been requested in order to allow for the replacement of a warehouse building, which recently burned, and in order to provide conforming status for the property.

Current Zoning Requirements

Section 4.1 RSF-E, Residential Single Family Estate District

4.1.1 *Generally*. This zoning district is provided to afford the opportunity for the choice of a very low density residential environment consisting of single family homes on estate size lots.

4.1.2 *Permitted uses*. Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses shall be permitted:

(a) The following general industrial uses: extraction or removal of natural resources on or under land.

(b) The following transportation, communication, and utility uses: water well (public or private).

(c) Agricultural uses.

(d) Single family dwellings including manufactured housing and mobile homes.

(e) Accessory structures and uses.

(f) The following institutional use: church or similar religious facility.

4.1.3 *Conditional uses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses may be allowed as conditional uses:

(a) Outdoor recreation uses.

(b) The following institutional uses: day care home; fire station; school (public or private).

(c) The following general commercial uses: country club.

4.1.4 *Special exception*. Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following use and structures designed for such use may be allowed as a special exception:

The following local commercial use: bed and breakfast or tourist home (see *Section 13.11: Bed and Breakfast Establishments*).

4.1.5 *Area and dimensional ordinances*. Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts, Section 12.4: Height Modifications, Section 12.5: Yard Requirements, Section 12.6: Coastal Areas, Section 12.8: Highway Construction Setbacks, Section 18.6 Variances,* and *Article 20: Nonconformities,* the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	35-Feet
Minimum Front Yard	40-Feet
Minimum Rear Yard	40-Feet
Minimum Side Yards	15-Feet
Minimum Lot Area	80,000 Square Feet
Minimum Lot Width at Building Line	165-Feet
Minimum Lot Width at Street Line	165-Feet
Maximum Ground Coverage Ratio	.35

4.1.6 *Area and dimensional modifications.* Within the RSF-E district, area and dimensional requirements may be reduced, as set forth below, where property is divided among the following legally related family members: spouse, children, siblings, parents, grandparents, grandchildren, or step-related individuals of the same status.

Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet
Minimum Lot Area	40,000 Square Feet
Minimum Lot Width at Building Line	120-Feet
Minimum Lot Width at Street Line	120-Feet

Proposed Zoning Requirements

Section 5.3 B-3, General Business District

5.3.1 *Purpose and intent.* The purpose of this district is to provide for a variety of retail uses and services in free-standing parcels or shopping centers to serve the community's general commercial needs. This district shall only be applied at appropriate locations: to conveniently meet these needs; in conformance with the goals, objectives and policies and location criteria of the Comprehensive Plan; compatible with the surrounding land uses and zoning districts; where it will not adversely impact the facilities and services of the County; where it will not set a precedent for the introduction of inappropriate uses into an area; and so as not to encourage non-residential strip development along streets

5.3.2 *Permitted uses.* The following uses are permitted as of right, or as uses accessory to permitted uses in the B-3, General Business District:

(a) All uses permitted by right under the B-2 zoning designation
(b) Air conditioning sales and service
(c) Amusement arcade
(d) Animal clinic/kennel
(e) Arboretum
(f) Auto convenience market
(g) Automobile service station
(h) Bakery, wholesale
(i) Ball field
(j) Bicycle sales and service
(k) Bowling alley
(l) Business machine sales and service
(m) Business school or college
(n) Butane gas sales
(o) Cemetery
(p) City hall or courthouse
(q) Country club
(r) Department store
(s) Discount/variety store
(t) Drug store
(u) Elevator maintenance service
(v) Exterminator service office
(w) Farmer's market/truck crops
(x) Firing range
(y) Fitness center or gym
(z) Florist
(aa) Fraternity or sorority house
(bb) Fruit and produce store
(cc) Funeral home
(dd) Golf course
(ee) Golf driving range
(ff) Grocery store
(gg) Landscape sales
(hh) Marine store and supplies
(ii) Miniature golf
(jj) Mini-warehouse
(kk) Night club, bar, tavern
(ll) Nursery
(mm) Office equipment and supplies sales
(nn) Park or playground
(oo) Pawn shop
(pp) Pet shop
(qq) Plumbing shop
(rr) Printing/publishing establishment
(ss) Restaurant sales and supplies
(tt) Riding academy
(uu) Rug and/or drapery cleaning service
(vv) Seafood store
(ww) Sign shop

(xx) Skating rink
(yy) Stone monument sales
(zz) Swimming pool (outdoor)
(aaa) Taxidermy
(bbb) Teen club or youth center
(ccc) Tennis court (outdoor)
(ddd) Wildlife sanctuary
(eee) YMCA, YWCA

5.3.3 *Conditional uses.* The following uses are permissible as conditional uses in the B-3: General Commercial District, subject to the standards and procedures established in *Section 18.11: Conditional Use*:

(a) Airport
(b) Ambulance/EMS service
(c) Amusement park
(d) Armory
(e) Auditorium, stadium, coliseum
(f) Automobile parts sales
(g) Automobile repair (mechanical and body)
(h) Automobile storage (parking lot, parking garage)
(i) Barge docking
(j) Boat sales and service
(k) Broadcasting station
(l) Building materials
(m) Bus and railroad terminal facility
(n) College or university
(o) Convalescent or nursing home
(p) Correctional or penal institution
(q) Dog pound
(r) Electric power substations
(s) Farm implements
(t) Flea market
(u) Freight depot, rail or truck
(v) Home improvement center
(w) Hotel or motel
(x) Hospital
(y) Landfill
(z) Maintenance facility/storage yard for schools, government agencies, and telephone and cable companies
(aa) Manufactured housing sales, service and repair
(bb) Marina
(cc) Motorcycle sales service and repair
(dd) Movie theatre
(ee) Radio/television tower
(ff) Railroad facility
(gg) Recreational vehicle park
(hh) Recreational vehicle sales service, and repair
(ii) Restaurant, drive-in
(jj) Restaurant, fast-food
(kk) Sewage treatment plat
(ll) Taxi dispatching station
(mm) Taxi terminal
(nn) Telephone exchange
(oo) Water or sewage pumping station
(pp) Water storage tank
(qq) Wireless telecommunication facility
(rr) Zoo

5.3.4 *Area and dimensional ordinances.*

Maximum Height of Structure in Feet	40
Maximum Height of Structure in Habitable Stories	3
Minimum Front Yard	40-Feet
Minimum Rear Yard	25-Feet
Minimum Side Yards	15-Feet
Minimum Lot Area	20,000 Square Feet
Maximum Impervious Surface Ratio	.70
Minimum Lot Width at Building Line	80-Feet
Minimum Lot Width at Street Line	60-Feet

5.3.5 *Lighting standards*. The maximum height of exterior lights shall be 25-feet. The intensity, location, and design of lighting shall be such that not more than one-foot candle of light is cast upon adjacent property or public rights-of-way. Light fixtures shall be designed to cast light downward. Where necessary, cut-off devices shall be used to minimize glare off premises. No light shall be aimed directly toward a property designated residential, which is located within 200-feet of the source of the light.

5.3.6 *Distance between structures.* If there is a separation between any two principal structures on the same parcel, said separation shall be a minimum of 15-feet or a distance equal to one-half the sum of their heights, whichever is the greater.

5.3.7 *Landscaping and buffering.* All B-3, General Business District, uses shall meet the requirements of *Article 17: Landscaping and Buffers*.

Agency Comments

Baldwin County Highway Department (Tyler Mitchell and Weesie Jeffords):

DJ,

I agree with Tyler's comments.

Any further improvements would also be subject to construction outside of the 100ft construction setback from center of ROW of County Road 64 (Minor Arterial).

Thank you,
Weesie

From: Tyler W. Mitchell <TMITCHELL@baldwincountyal.gov>
Sent: Friday, July 24, 2020 11:33 AM
To: D Hart <DHart@baldwincountyal.gov>; Alfreda Jeffords <Weesie.Jeffords@baldwincountyal.gov>; Mary Booth <MBOOTH@baldwincountyal.gov>
Cc: Frank Lundy <FLundy@baldwincountyal.gov>; Joey Nunnally <JNunnally@baldwincountyal.gov>
Subject: RE: Z-20029 Schambeau Property

DJ,

Any potential changes to the existing access would require coordination and permitting through the Highway Department.

Thank you,

Tyler Mitchell, P.E.
Construction Manager
Baldwin County Highway Department
o: 251-937-0371
c: 251-525-0497

Planning & Zoning/Subdivisions (Mary Booth, Subdivision Coordinator): No comments.

ADEM: No comments received.

City of Daphne (Adrienne Jones, Planning Director):

With regard to the Schambeau rezoning request to bring the parcel's zoning in conformity with the actual use thereby allowing them to rebuild the fire-damaged structure, I recommend approval. The facility has been in operation for well over 10 years and is now part of the fabric of the County Road 64 corridor.

Adrienne

Staff Analysis and Findings

The following factors for reviewing zoning amendments are found in Section 19.6 of the *Baldwin County Zoning Ordinance*. These factors are to be considered when an application is being reviewed for rezoning.

1.) Is the requested change compatible with the existing development pattern and the zoning of nearby properties?

The subject property is currently occupied with mini-warehouse storage buildings. The properties adjoin County Road 64 to the north. Surrounding properties are residential.

2.) Has there been a change in the conditions upon which the original zoning designation was based? Have land uses or conditions changed since the zoning was established?

The zoning for Planning District 15 was adopted by the County Commission on August 1, 2006. The area has seen significant residential and commercial growth since that time. The existing storage facility was established prior to the adoption of zoning and is nonconforming. According to information from the Baldwin County Revenue Commission, warehouse buildings were first constructed on the property around 1995.

3.) Does the proposed zoning better conform to the Master Plan?

The Baldwin County Master Plan, 2013, provides future land use designations for properties located within the zoned areas of the County. These categories represent the recommendations for the physical development of the unincorporated areas of the County. They are intended for planning purposes only and do not represent the adoption of zoning designations for areas which have not voted their desire to come under the zoning authority of the Baldwin County Commission. Although not legally binding, the future land use designations are evaluated in conjunction with criteria found in the Baldwin County Zoning Ordinance (Zoning Ordinance), the Baldwin County Subdivision Regulations, the Baldwin County Flood Damage Prevention Ordinance and any other ordinances and regulations which the County Commission may adopt.

A future land use designation of Residential is provided for the subject properties. Approval of the rezoning will necessitate an automatic change in the future land use designation to Residential. This category is provided for residential dwelling units including single family dwellings, two family (duplex) dwellings, multiple family dwellings, manufactured homes, manufactured housing parks and Planned Residential Developments. Institutional uses, recreational uses and limited neighborhood commercial uses may be included subject to the provisions of the Zoning Ordinance. To the greatest extent possible, residential areas should be accessible to major thoroughfares connecting with work areas, shopping areas and recreational areas. Zoning designations may include RR, RA, CR, RSF-E, RSF-1, RSF-2, RSF-3, RSF-4, RSF-6, RTF-4, RTF-6, RMF-6, HDR, RMH and PRD.

If the rezoning is approved, the Future Land Use Map will be amended to reflect the designation of Commercial. This category provides for retail and wholesale trade facilities which offer convenience and other types of goods and services. Institutional uses, recreational uses, mixed-use developments and transportation, communication and utility uses may be included in accordance with the Zoning Ordinance. Multiple family developments may also be included. Commercial uses should be located on major streets so as to be accessible to the residential population. Zoning designations may include RR, B-1, B-2, B-3, B-4, LB, RV-1, RV-2, MR and TR.

4.) Will the proposed change conflict with existing or planned public improvements?

The Highway Department is currently in the design phase of corridor improvements to County Road 64 in this area. Since the use of the property is existing, there should be no impact on the planned improvements.

5.) Will the proposed change adversely affect traffic patterns or congestion?

Although traffic congestion is a major concern in this area, there should be no adverse impacts on traffic patterns or congestion due to the fact that the use is already established. Additional improvements, if any, will require review by the Highway Department.

6.) Is the proposed amendment consistent with the development patterns in the area and appropriate for orderly development of the community? The cost of land or other economic considerations pertaining to the applicant shall not be a consideration in reviewing the request.

The surrounding land uses are residential. The use of the subject property was established prior to the adoption of zoning in the planning district. Approval of the rezoning will provide a conforming status. Please also see the responses to Standards 1 and 2.

7.) Is the proposed amendment the logical expansion of adjacent zoning districts?

Adjacent properties are zoned RSF-E. The nearest area of B-3 zoning is located to the west at the intersection of State Highway 181 and County Road 64. B-1 and B-2 zoning is found to the east of Austin Road.

8.) Is the timing of the request appropriate given the development trends in the area?

Timing is not a factor with this request.

9.) Will the proposed change adversely impact the environmental conditions of the vicinity or the historic resources of the County?

No impacts.

10.) Will the proposed change adversely affect the health, safety and welfare of the County and the vicinity?

No adverse effects.

11.) Other matters which may be appropriate.

N/A

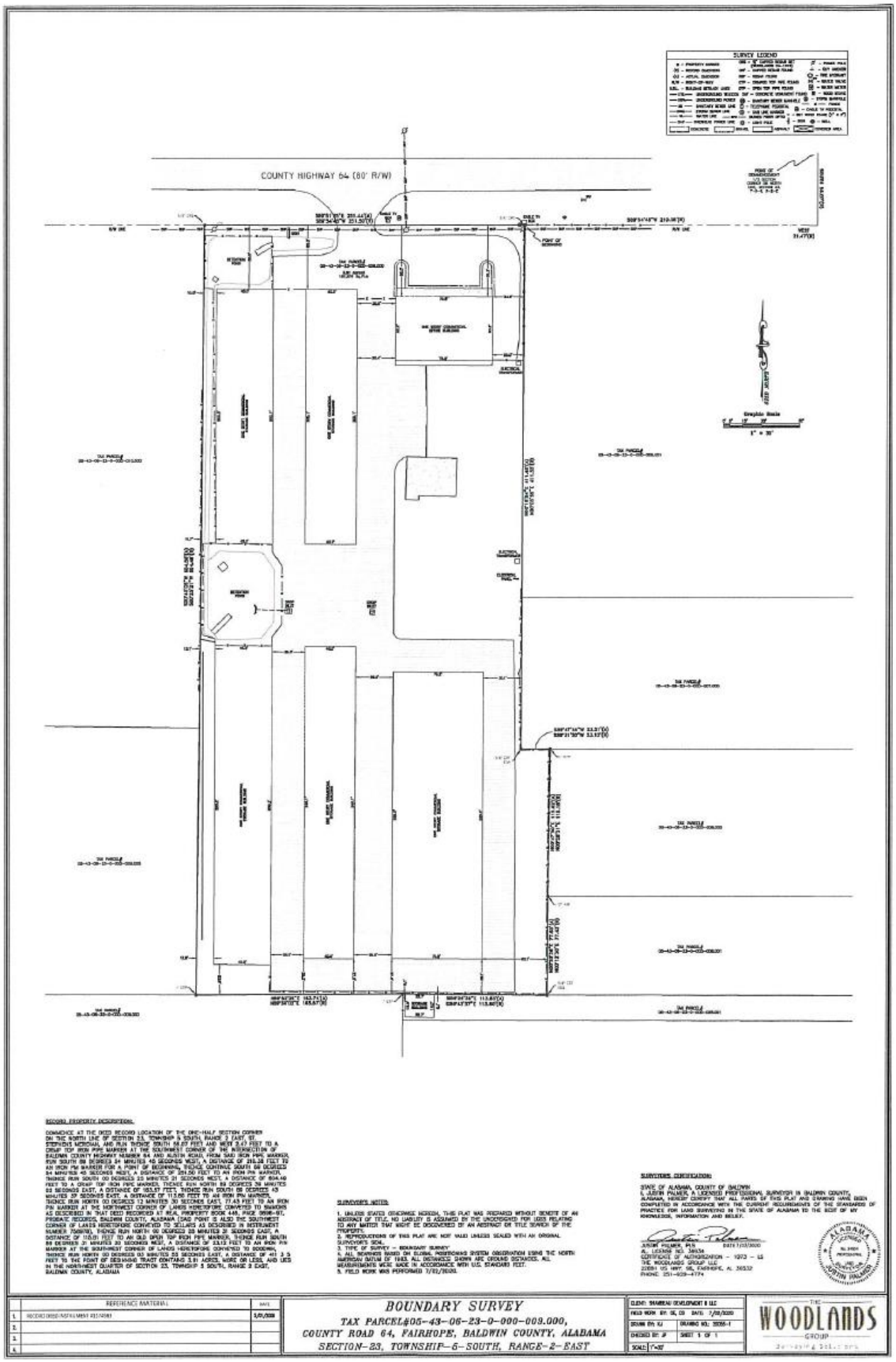
Staff Comments and Recommendation

As stated above, the subject property is currently zoned RSF-E, Residential Single Family Estate District. It consists of approximately 3.61 acres and is the location of a mini-warehouse facility which was constructed prior to the adoption of zoning in Planning District 15. The designation of B-3, General Business District, has been requested in order to allow for the replacement of a warehouse building, which recently burned, and in order to provide conforming status for the property.

Unless information to the contrary is provided at the public hearing, this request should be **APPROVED**. *

**On rezoning applications, the County Commission will be making the final decision.*

Survey


SURVEY LEGEND
COUNTY HIGHWAY 64 (80' R/W)
POINT OF BEGINNING
Graphic Scale
1" = 30'
RECORD PROPERTY DESCRIPTION:
SURVEYOR'S NOTES:
1. UNLESS STATED OTHERWISE HEREON, THIS PLAT WAS PREPARED WITHOUT BENEFIT OF AN ABSTRACT OF TITLE. NO LIABILITY IS ASSUMED BY THE UNDERSIGNED FOR LOSS RELATING TO ANY MATTER THAT MIGHT BE DISCOVERED BY AN ABSTRACT OR TITLE SEARCH OF THE PROPERTY.
2. REPRODUCTIONS OF THIS PLAT ARE NOT VALID UNLESS SEALED WITH AN ORIGINAL SURVEYOR'S SEAL.
3. TYPE OF SURVEY - BOUNDARY SURVEY
4. ALL BEARINGS BASED ON GLOBAL POSITIONING SYSTEM OBSERVATION USING THE NORTH AMERICAN DATUM OF 1983. ALL DISTANCES SHOWN ARE GROUND DISTANCES. ALL MEASUREMENTS WERE MADE IN ACCORDANCE WITH U.S. STANDARD FEET.
5. FIELD WORK WAS PERFORMED 7/02/2020.
SURVEYORS CERTIFICATION:
REFERENCE MATERIAL
BOUNDARY SURVEY
TAX PARCEL#05-43-06-23-0-000-009.000,
COUNTY ROAD 64, FAIRHOPE, BALDWIN COUNTY, ALABAMA
SECTION-23, TOWNSHIP-6-SOUTH, RANGE-2-EAST
THE WOODLANDS GROUP
Surveying Solutions

Property Images



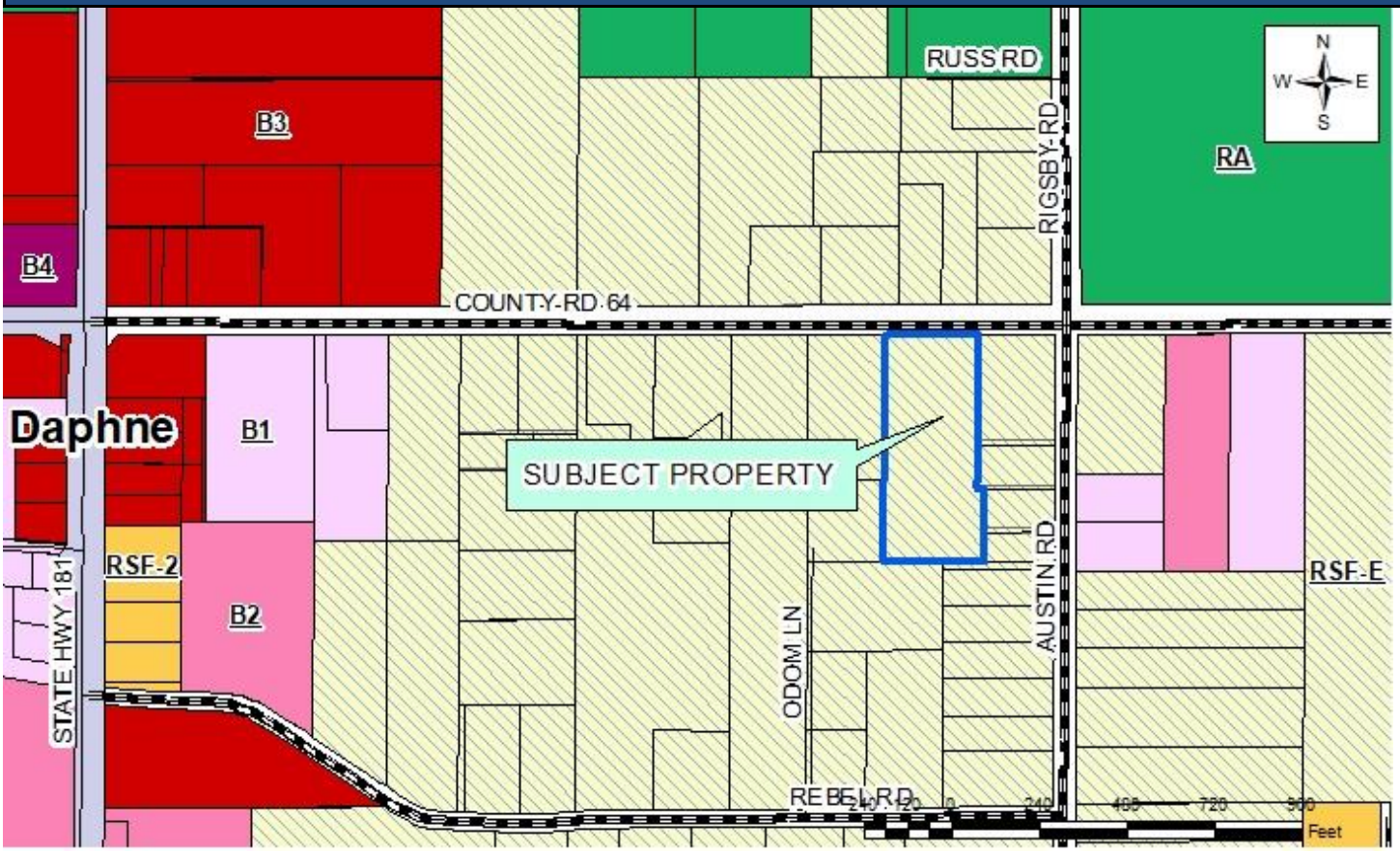



ADJOINING PROPERTY
TO THE NORTH
07/16/2020


ADJOINING PROPERTIES
TO THE NORTH
07/16/2020


ADJOINING PROPERTY
TO THE WEST
07/16/2020

Locator Map



Site Map



BALDWIN COUNTY PLANNING & ZONING COMMISSION

VOTING SHEET

Case Z-20029

Schambeau Property

Rezone RSF-E to B-3

8/6/2020

Motion: TO RECOMMEND APPROVAL

Made by: KEVIN MURPHY

Motion Seconded by: BRANDON BIAS

MEMBER	IN FAVOR OF MOTION MADE	OPPOSED TO MOTION MADE
Sam Davis	-	-
Kevin Murphy	X	
Bonnie Lowry	X	
Daniel Nance	A	
Brandon Bias	X	
Nancy Mackey	X	
Robert Davis	X	
Plumer Tonsmeire	A	
Jason Padgett	A	

MOTION TO RECOMMEND APPROVAL CARRIES ON A VOTE OF 5-0

Kevin Murphy made a motion to recommend approval. Brandon Bias seconded the motion. Roll call vote: Kevin Murphy, aye; Bonnie Lowery, aye; Brandon Bias, nay; Nancy Mackey, nay; Robert Davis, nay. **Motion to recommend approval for Case Z-20028 Estate of Inez Stots Property rezoning request from RSF-1 to B-2 fails on a vote of 3-2.**

e.) **CASE Z-20029 SCHAMBEAU PROPERTY**

Mr. Jackson presented the request to rezone approximately 3.61 acres from RSF-E to B-3 to allow replacement of fire damaged mini-warehouse unit and bring existing facility into conformity. The subject property is located at 10430 County Road 64 in Planning District 15.

Mr. Jackson reported recommendation of approval by staff and answered questions. Mr. Jackson also read a letter of support from Bernard and Nancy Connick which was received after the staff report was written. Applicant Daniel Schambeau answered questions. There was no one present in opposition of the request.

Kevin Murphy made a motion to recommend approval. Brandon Bias seconded the motion. All members voted aye. **Motion to recommend approval to County Commission for Case Z-20029 Schambeau Property rezoning request from RSF-E to B-3 carries on a vote of 5-0.**

V. OLD BUSINESS

Mr. Jackson reported there was no old business.

VI. NEW BUSINESS

Mr. Jackson reported there was no new business.

VII. PUBLIC COMMENTS

There were no public comments.

VIII. REPORTS AND ANNOUNCEMENTS

Mr. Jackson reported there were no staff reports or announcements.

Ms. Fleming reported there were no legal reports.

There was discussion regarding the lack of applicant attendance at the meeting. Discussion was also held regarding the new start time of the meetings.

IX. NEXT REGULAR MEETING

The next Planning Commission Meeting is scheduled for September 3, 2020 at 4:00 p.m.

X. ADJOURN

As there was no further business the meeting adjourned at 4:00 p.m.

BERNARD V. CONNICK
NANCY S. CONNICK
10378 COUNTY ROAD 64
DAPHNE, AL 36526

BALDWIN COUNTY PLANNING & ZONING DEPT.
22251 PALMER STREET
ROBERTSDALE, AL 36567

AUG 3, 2020

RE: CASE NO. Z-20029
SCHAMBEAU PROPERTY
PLANNING DISTRICT 15

TO WHOM IT MAY CONCERN:

MY WIFE AND I HAVE LIVED ON THE PROPERTY WHICH IS NEXT DOOR TO MR. SCHAMBEAU'S PROPERTY THAT IS PROPOSED FOR REZONING FOR 49 YEARS. WE WOULD LIKE TO SAY THAT WE HAVE NO OBJECTION AT ALL FOR THE ZONING CHANGE FROM ESTATE RES DISTRICT TO B-3 - GENERAL BUSINESS DISTRICT.

RESPECTFULLY,

Bernard V Connick

Nancy S. Connick

BERNARD V. CONNICK
NANCY S. CONNICK

Planning and Zoning

Department

Memo

To: Anu Gary, Records Manager

From: DJ Hart

Date: 9/10/2020

Re: Z-20029 Schambeau Property

Proof of Advertisement for the Baldwin County Commission Public Hearing on 9/15/2020

Anu:

Attached is the original Proof of Publication for the Baldwin County Commission public hearing for case:

Z-20029 Schambeau Property

The Planning and Zoning Commission meeting was held **Thursday August 6, 2020.**

The County Commission public hearing is scheduled for **Tuesday September 15, 2020.**

Please let me know if you have any questions.

Thank You,

DJ Hart

GULF COAST MEDIA
A DIVISION OF OPC NEWS, LLC
PO BOX 1677 • SUMTER, SC 29150

FOLEY 251.943.2151
The Courier – The Islander
The Onlooker
The Baldwin Times

LEGAL REP -
251-345-6805

PROOF OF PUBLICATION
STATE OF ALABAMA • BALDWIN COUNTY

Before me, the undersigned authority in and for said County, in said State, personally appeared April M. Perry who, by me duly sworn, deposes and says that: she is the Legal Representative of the following newspaper listed below, a newspaper of GENERAL CIRCULATION, PUBLISHED and PRINTED in Baldwin County, Alabama, and that there was published in The Courier, The Islander, The Onlooker, & or The Baldwin Times in the issue/s of:

08/19/2020, 08/26/2020, 09/02/2020

a legal notice, a copy of which is hereto attached. The sum charged by the Newspaper for said publication does not exceed the lowest classified rate paid by commercial customers for an advertisement of similar size and frequency in the same newspaper(s) in which the public notice appeared.

There are no agreements between the Newspaper and the officer or attorney charged with the duty of placing the attached legal advertising notices whereby any advantage, gain or profit accrued to said officer or attorney.

X April M. Perry
April M. Perry, Legal Ad Representative

X Amber Kimble
Amber Kimbler, Notary Public
Baldwin County, Alabama
My commission expires April 10, 2022

AMBER KIMBLER
My Commission Expires
April 10, 2022

Sworn and subscribed to on 09/02/2020.

BC PLANNING & ZONING- LEGAL

Acct#: 983695

Ad#: 314886

Z-20029 Schambeau Property

Amount of Ad: $342.72

Legal File# Z-20029 Schambe

BALDWIN COUNTY COMMISSION

BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

Mailing Address
22251 Palmer Street
Robertsdale, AL 36567
Phone: (251) 580-1655
Fax: (251) 580-1656

Physical Address
22070 Highway 59
Robertsdale, AL 36567
Phone: (251) 580-1655
Fax: (251) 580-1656

Foley Office
201 East Section Avenue
Foley, AL 36535
Phone: (251) 972-8523
Fax: (251) 972-8520

NOTICE OF PUBLIC HEARING
Case No. Z-20029
Schambeau Property
Planning District 15

Notice is hereby given that the Baldwin County Commission will conduct a public hearing concerning a request submitted by Daniel A. Schambeau, owner of property located 10430 Co Rd 64 in Planning District 15. The applicant is requesting approval to rezone 3.61± acres from RSF-E - Estate Res District to B-3 - General Business District. The Parcel Identification Number is 05-43-06-23-0-000-009.000.

The public hearing will be conducted during the next regular meeting of the Baldwin County Commission which is scheduled for Tuesday, September 15, 2020, beginning at 8:30 a.m. at the Baldwin County Administration Building, 322 Courthouse Square in Bay Minette, AL.

The said application will be considered by the Baldwin County Commission pursuant to Alabama Code 45-2-261. The application materials are available for public review at the office of the Baldwin County Planning & Zoning Department, 22070 Hwy 59 in Robertsdale, AL, or at the Foley Satellite Courthouse, 201 East Section Avenue in Foley, Alabama during normal business hours. If you desire to speak with someone by telephone about this application please contact the Baldwin County Planning and Zoning Department at (251)580-1655. If you desire to submit written comments, please address your correspondence to:

Baldwin County Planning & Zoning Department
22251 Palmer Street
Robertsdale, AL 36567

You may fax your comments to Planning & Zoning Department at (251)580-1656. If you desire to address the Baldwin County Commission in person about this application please attend the public hearing at the time and location listed above.

Public participation is solicited without regard to race, color, national origin, sex, age, religion, disability. Persons who require special accommodations under the Americans with Disabilities Act or those requiring language translation services should contact the Baldwin County Planning & Zoning Department at 251-580-1655.
August 19-26; September 2, 2020

RECEIVED
9/10/2020
DGHart

GULF COAST MEDIA

THE COURIER • THE ONLOOKER • THE ISLANDER • THE BALDWIN TIMES

Printer Affidavit:

This is to certify the attached advertisement

Appeared in The Courier, The Islander & The Onlooker Issue of Gulf Coast Media.

Publication Date(s):

August 26, 2020

Account # 987101 PO # _____

Cost $ 360.00 Ad # 265931 Z-20029

Bethany Summerlin

Bethany Summerlin

Sales Representative

Bill To:

Baldwin County Planning & Zoning

Mail payments to:

Gulf Coast Media PO Box 1677- Sumter, SC 29151

Sworn to and subscribe before me

This 1st day of September, 2020

Amber Kimbler

Amber Kimbler

Notary Public for Alabama

AMBER KIMBLER
My Commission Expires
April 10, 2022

RECEIVED
9/10/2020
DGHart

BEAUTY

CONTINUED FROM 3

rison; Best Dress, Lyric Gordon; Most Poise, Harper Stewart.

For Little Miss category: Heart for Community, Magdalene Gordon; Excellence in Expression, Amelia Johnson; Most Photogenic, Lauren Walker; Best Hair, Brooklynn Walker; Prettiest Eyes, Magdalene Gordon; Brightest Smile, Kenzlie Williams; Best Dress, Magdalene Gordon; Most Poise, Ramiah Cherolis.

For Junior Miss division: Heart for Community, Eleesia Emmons; Excellence in Expression, Eleesia Emmons; Most Photogenic, Lindsey Harville; Best Hair, Addison Hadley; Prettiest Eyes, Lana Galloway; Brightest Smile, Addison Hadley; Best Dress, Shelby Stewart; Most Poise, Sarah Little.

For the Teen Miss division: Heart for Community, Kaya Brown; Excellence in Expression, Addison Scarborough; Most Photogenic, Allison Smith; Best Hair, Allison Smith; Prettiest Eyes, Addison Scarborough; Brightest Smile, Jayd Robinson; Best Dress, Addison Scarborough; Most Poise, Allison Smith.

In the Miss division: Heart for Community, Emma Overstreet; Excellence in Expression, Brooklyn Rider; Most Photogenic, Emily Scarborough; Best Hair, Emily Scarborough; Prettiest Eyes, Mary Kinsley Reed; Brightest Smile, Brooklyn Rider; Best Dress, Morgan Baker; Most Poise, Brooklyn Rider.



BEST

CONTINUED FROM 1

Last year's inaugural contest saw over 11,000 people participate to vote for all of their Baldwin favorites.

This year's contest will kick off on Tuesday, Sept. 1 as nominations open in over 300 categories, including brand-new categories. Categories include automotive, business, community, education, food and drink, medical and wellness, shopping and commerce and more.

Nominations will close on Wednesday, Sept. 30 at noon. At that time, the top five nominations in each category will advance to the final voting round; so the more you nominate your favorites, the greater chance they have to continue to voting.

Voting opens at midnight on Thursday, Oct. 1, and will last until Saturday, Oct. 31 at 11:59 p.m.

Participants can nominate/vote once per day per category in as many or as few categories as they like. Nominations and voting are completely free and open to the public.

First, second, and third place winners will be announced on Dec. 11 on the Best of 2021 website and in the Big Beautiful Baldwin's Best publication, which will be included within The Baldwin Times.

First place winners will receive a framed "Big Beautiful Baldwin's Best of 2021" certificate, a "Big Beautiful Baldwin's Best of 2021" window cling, a .pdf of the Big Beautiful Baldwin's Best logo for use in future advertising and bragging rights to be called "Big Beautiful Baldwin's Best of 2021" for their type of business.

This year's contest will also feature a sweepstakes for all those who participate! Voters are automatically entered into our sweepstakes. One lucky voter will win the 2021 Best Of Yeti Cooler and four lucky voters will win a 4-Pack VIP EXPERIENCE to the Legends in Concert Holiday Show on Thursday, Dec. 3, 2020! There is no cost to participate in the sweepstakes. Sweepstakes winners will be chosen at random after voting has come to a close on Oct. 31. Emails will be sent out to notify sweepstakes winners shortly after the contest ends.

For more information or to find out how to get your nominated business or service involved in promotions that will be going on throughout the contest, contact your Gulf Coast Media marketing representative or call us at Gulf Coast Media at 251-943-2151. Be ready to nominate your favorite business, service, person, restaurant or product starting Sept. 1 at http://gulfcoastnewstoday.com/bestof2021/#//.

ORDINANCE NO. 012-2020

AN ORDINANCE TO AMEND ORDINANCE NO. 02-10, ADOPTED BY THE CITY COUNCIL OF THE CITY OF ROBERTSDALE, ALABAMA, SEPTEMBER 23, 2002.

BE IT ORDAINED, by the City Council of the City of Robertsdale, Alabama as follows:

That the Zoning Ordinance and official zoning map as amended, be further amended to rezone the following described property:

FROM R-1 to PUD:
THE WEST ½ OF THE SE ¼ OF SEC 8 T-6-S, R-4-E, BALDWIN COUNTY, AL LESS AND EXCEPT ROAD R-O-W'S BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT TA RAILROAD SPIKE AT THE SOUTHEAST CORNER OF SECTION 8, T-6-S, R-4-E, BALDWIN COUNTY, AL; THENCE N 89°57'00" W, A DISTANCE OF 1,33.89 FEET TO A POINT; THENCE NORTH, A DISTANCE OF 40.00 FEET TO A SET 5/8" CAPPED REBAR ON THE NORTH R-O-W OF COUNTY ROAD 48 TO THE POINT OF BEGINNING; THENCE N 89°57'00" W, ALONG SAID NORTH R-O-W A DISTANCE OF 1,269.37 FEET TO A SET 5/8" CAPPED REBAR ON THE EASTERLY R-O-W OF ADAMS DRIVE; THENCE N 43°46'56" W, ALONG SAID R-O-W A DISTANCE OF 21-54 FEET TO A SET 5/8" CAPPED REBAR ON SAID R-O-W; THENCE N 00°21'55" E, ALONG SAID EASTERLY R-O-W A DISTANCE OF 998.41 FEET TO A SET 5/8" CAPPED REBAR; THENCE N 89°38'25" W, ALONG SAID R-O-W A DISTANCE OF 10.00 FEET TO A SET 5/8" CAPPED REBAR; THENCE N 00°21'55" E, ALONG SAID R-O-W A DISTANCE OF 1,552.00 FEET TO A SET 5/8" CAPPED REBAR; THENCE N 36°32'24" E, ALONG SAID R-O-W A DISTANCE OF 24.02 FEET TO A SET 5/8" CAPPED REBAR ON THE SOUTH R-O-W OF FAIRGROUND ROAD; THENCE N 89°50'29" E, ALONG SAID SOUTH R-O-W A DISTANCE OF 1,274.61 FEET TO A SET 5/8" CAPPED REBAR; THENCE S 00°14'27" W, LEAVING SAID FAIRGROUND ROAD R-O-W A DISTANCE OF 2,589.93 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINING 76.48 ACRES, MORE OR LESS, AND ALL BEING SITUATED IN THE SE ¼ OF SEC 8 T-6-S, R-4-E BALDWIN COUNTY, AL.

BE IT FURTHER ORDAINED THAT THE OFFICIAL ZONING MAP, AS AMENDED, BE FURTHER AMENDED TO REFLECT THIS CHANGE.

APPROVED THIS 17TH DAY OF AUGUST, 2020.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CERTIFICATION:

I, Shannon Burkett, as City Clerk of the City of Robertsdale, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance Number 012-2020 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Robertsdale on the 17th day of August, 2020, as same appears in the official records of said City.

BALDWIN COUNTY COMMISSION
BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

Mailing Address	Physical Address	Foley Office
22251 Palmer Street	22070 Highway 59	201 East Section Avenue
Robertsdale, AL 36567	Robertsdale, AL 36567	Foley, AL 36535
Phone: (251) 580-1655	Phone: (251) 580-1655	Phone: (251) 972-8523
Fax: (251) 580-1656	Fax: (251) 580-1656	Fax: (251) 972-8520

NOTICE OF PUBLIC HEARING

Case No. Z-20029
Schambeau Property
Planning District 15

Notice is hereby given that the Baldwin County Commission will conduct a public hearing concerning a request submitted by Daniel A. Schambeau, owner of property located 10430 Co Rd 64 in Planning District 15. The applicant is requesting approval to rezone 3.61± acres from RSF-E - Estate Res District to B-3 - General Business District. The Parcel Identification Number is 05-43-06-23-0-000-009.000.

The public hearing will be conducted during the next regular meeting of the Baldwin County Commission which is scheduled for **Tuesday, September 15, 2020**, beginning at 8:30 a.m. at the Baldwin County Administration Building, 322 Courthouse Square in Bay Minette, AL.

The said application will be considered by the Baldwin County Commission pursuant to Alabama Code 45-2-261. The application materials are available for public review at the office of the Baldwin County Planning & Zoning Department, 22070 Hwy 59 in Robertsdale, AL, or at the Foley Satellite Courthouse, 201 East Section Avenue in Foley, Alabama during normal business hours. If you desire to speak with someone by telephone about this application please contact the Baldwin County Planning and Zoning Department at (251)580-1655 . If you desire to submit written comments, please address your correspondence to:

Baldwin County Planning & Zoning Department
22251 Palmer Street
Robertsdale, AL 36567

You may fax your comments to Planning & Zoning Department at (251)580-1656 . If you desire to address the Baldwin County Commission in person about this application please attend the public hearing at the time and location listed above.

Public participation is solicited without regard to race, color, national origin, sex, age, religion, disability. Persons who require special accommodations under the Americans with Disabilities Act or those requiring language translation services should contact the Baldwin County Planning & Zoning Department at 251-580-1655.

Planning and Zoning

Department

Memo

To: Anu Gary, Records Manager

From: DJ Hart

Date: 9/10/2020

Re: Z-20029 Schambeau Property

Proof of Advertisement for the Baldwin County Planning and Zoning Commission Public Hearing on 8/6/2020

Anu:

Attached is the original Proof of Publication for the Baldwin County Planning and Zoning Commission public hearing for case:

Z-20029 Schambeau Property

The Planning and Zoning Commission meeting was held **Thursday August 6, 2020.**

The County Commission public hearing is scheduled for **Tuesday September 15, 2020.**

Please let me know if you have any questions.

Thank You,

DJ Hart

GULF COAST MEDIA
A DIVISION OF OPC NEWS, LLC
PO BOX 1677 • SUMTER, SC 29150

FOLEY 251.943.2151
The Courier – The Islander
The Onlooker
The Baldwin Times

LEGAL REP -
251-345-6805

PROOF OF PUBLICATION
STATE OF ALABAMA • BALDWIN COUNTY

Before me, the undersigned authority in and for said County, in said State, personally appeared April M. Perry who, by me duly sworn, deposes and says that: she is the Legal Representative of the following newspaper listed below, a newspaper of GENERAL CIRCULATION, PUBLISHED and PRINTED in Baldwin County, Alabama, and that there was published in The Courier, The Islander, The Onlooker, & or The Baldwin Times in the issue/s of:

07/22/2020

a legal notice, a copy of which is hereto attached. The sum charged by the Newspaper for said publication does not exceed the lowest classified rate paid by commercial customers for an advertisement of similar size and frequency in the same newspaper(s) in which the public notice appeared.

There are no agreements between the Newspaper and the officer or attorney charged with the duty of placing the attached legal advertising notices whereby any advantage, gain or profit accrued to said officer or attorney.

X April M. Perry
April M. Perry, Legal Ad Representative

X Amber Kimbler
Amber Kimbler, Notary Public
Baldwin County, Alabama
My commission expires April 10, 2022

AMBER KIMBLER
My Commission Expires
April 10, 2022

Sworn and subscribed to on 07/22/2020.

BC PLANNING & ZONING- LEGAL

Acct#: 983695

Ad#: 313859

Z-20029 Schambeau Property

Amount of Ad: $117.12

Legal File# Z-20029 Schambe

BALDWIN COUNTY PLANNING & ZONING COMMISSION
BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

Mailing Address
22251 Palmer Street
Robertsdale, AL 36567
Phone: (251) 580-1655
Fax: (251) 580-1656

Physical Address
22070 Highway 59
Robertsdale, AL 36567
Phone: (251) 580-1655
Fax: (251) 580-1656

Foley Office
201 East Section Avenue
Foley, AL 36535
Phone: (251) 972-8523
Fax: (251) 972-8520

NOTICE OF PUBLIC HEARING

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The public hearing will be conducted during the next regular meeting of the Baldwin County Planning & Zoning Commission which is scheduled for Thursday, August 6, 2020, beginning at 4:00 p.m. at the Baldwin County Central Annex, 22251 Palmer St. in Robertsdale, AL. The said application will be considered by the Baldwin County Planning & Zoning Commission pursuant to Alabama Code 45-2-261. The application materials are available for public review at the office of the Baldwin County Planning & Zoning Department, 22070 Hwy 59 in Robertsdale, AL, or at the Foley Satellite Courthouse, 201 East Section Avenue in Foley, Alabama during normal business hours. If you desire to speak with someone by telephone about this application please contact the Baldwin County Planning and Zoning Department at (251)580-1655. If you desire to submit written comments, please address your correspondence to:

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Public participation is solicited without regard to race, color, national origin, sex, age, religion, disability. Persons who require special accommodations under the Americans with Disabilities Act or those requiring language translation services should contact the Baldwin County Planning & Zoning Department at 251-580-1655.
July 22, 2020

RECEIVED
8/3/2020

Baldwin County Commission

Agenda Action Form

File #: 20-1554, **Version:** 1 **Item #:** EA1

Meeting Type: BCC Regular Meeting
Meeting Date: 9/15/2020
Item Status: New
From: Cian Harrison, Clerk/Treasurer
Eva Cutsinger, Accounting Manager
Submitted by: Robin Benson, Accounts Payable Supervisor

ITEM TITLE
Payment of Bills

STAFF RECOMMENDATION
Pay bills totaling $14,313,159.17 (Fourteen million, three hundred thirteen thousand, one hundred fifty-nine dollars and seventeen 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, $9,743,470.25 (nine million, seven hundred forty-three thousand, four hundred seventy dollars and twenty-five cents) is payable to the Baldwin County Board of Education and $575,121.55 (five hundred seventy-five thousand, one hundred twenty-one dollars and fifty-five 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: September 15, 2020

Vendor Name	Amount	Brief Description
Baldwin Co. Bd. of Education	8,475,231.68	Sales Tax
	1,268,238.57	Use Tax
	1,147,959.44	Business Privilege Tax Distribution
	2,153.50	Meals, JDC
Gulf Shores Bd. Of Education	487,576.22	Sales Tax
	87,545.33	Use Tax
Regions Bank Corp Trust	69,375.00	2012 Warrant
	209,104.17	2020 Warrant
	63,751.67	2014 Warrant
	280,507.81	2015 Warrant
	148,132.29	2013 Warrant
	1,579.45	Series 2012 BI # 4971
Coastal Alabama Community College	177,302.47	Sales Tax
Baldwin Youth Services	73,113.63	Sales Tax
District Attorney's Office	36,254.86	Sales Tax
Baldwin County Economic Development Alliance	23,567.93	Sales Tax
Road & Bridge Fund	239,535.52	Business Privilege Tax Distribution
City of Bay Minette	125,625.32	Business Privilege Tax Distribution
Software House International	93,632.94	Software; Disaster General Fund
North Baldwin Healthcare Authority Board	75,882.80	Business Privilege Tax Distribution
Partners Managing General Underwriters	68,708.19	Stop Loss Coverage
Petroleum Traders Corporation	60,524.21	Fuel
Stuart Construction, LLC	59,949.16	Construction Services
Safety Coatings	54,219.00	Road Paint; Highway
City of Fairhope	47,981.48	Business Privilege Tax Distribution
Baldwin County General Fund	45,839.66	FY20 Indirect Support
QCHC, Inc.	42,714.37	Medical, 3rd Quarter Reconciliation
South Alabama Regional	36,763.61	Temporary Labor
City of Foley	36,110.97	Business Privilege Tax Distribution
City of Daphne	34,165.99	Business Privilege Tax Distribution
Thompson Tractor Co.	34,133.61	Repair & Maintenance
City of Gulf Shores	33,100.81	Business Privilege Tax Distribution
City of Orange Beach	25,613.09	Business Privilege Tax Distribution
CDW - Government, Inc.	24,951.08	Computer Equipment
Delta Computer Systems, Inc.	22,675.00	Computer Support Services
Vulcan Materials Co.	21,526.68	Road Building Materials
TOTAL	**13,735,047.51**	

Baldwin County Commission
Accounts Payable Payments
September 15, 2020

	Vendor Summary	Totals
1	A & M PORTABLES INC	600.00
2	AARON MEDIA SERVICES	6,000.00
3	ADAMS STEWART ARCHITECTS LLC	13,840.96
4	AFFORDABLE CONEX LLC	2,700.00
5	AGEE ALEXUS	16.00
6	AL STATE DEPT OF AGRICULTURE & INDUSTRY	20.00
7	ALABAMA COASTAL RADIOLOGY	68.90
8	ALABAMA CORRECTIONAL INDUSTRIES	3,000.00
9	ALABAMA PIPE & SUPPLY CO INC	19,152.12
10	ALABAMA TAX ADMINISTRATION ASSN	750.00
11	ALL AMERICAN FAUCET PARTS	814.50
12	ALTA POINTE HEALTH SYSTEMS INC	600.00
13	AMERSON ROOFING INC	1,667.40
14	ANDRAKA TOMASZ	16.00
15	ANESTHESIOLOGISTS ASSOCIATED PC	260.00
16	ANIMAL CARE EQUIP & SERVICES	543.00
17	ASHBERRY LANDFILL LLC	62.00
18	ASPLUNDH TREE EXPERT - SAGINAW	1,567.60
19	AUTO ZONE	591.99
20	AWARD COMPANY OF AMERICA, LLC	50.90
21	B&H PHOTO & ELECTRONICS CORP	895.96
22	BAKER DISTRIBUTING CO	212.76
23	BALDWIN CNTY BOARD OF EDUCATION	10,893,583.19
24	BALDWIN CNTY ECONOMIC DEVELOPMENT ALLIANCE	23,567.93
25	BALDWIN CNTY GENERAL FUND	45,839.66
26	BALDWIN CNTY JUDGE OF PROBATE	18.00
27	BALDWIN CNTY PROBATE COURT	75.00
28	BALDWIN CNTY SHERIFF'S OFFICE	3,513.89
29	BALDWIN CNTY SOLID WASTE	269.50
30	BALDWIN COUNTY VICTORY POLARIS LLC	424.99
31	BALDWIN LOCKSMITH LLC	150.00
32	BALDWIN TRACTOR	936.40
33	BALDWIN YOUTH SERVICES	73,113.63
34	BALL, JAMES E	622.50
35	BARFIELD, JOANNE E	30.00
36	BARNWELL VFD	3,992.26
37	BAY MINETTE VFD	3,992.26
38	BAY MINETTE, CITY OF	125,625.32
39	BAY PEST CONTROL COMPANY INC.	1,007.00
40	BAY SIDE RUBBER & PRODUCTS	3,262.31
41	BAY TIRES	47.00
42	BAY UTILITY TRAILERS INC	235.70
43	BEARD EQUIPMENT - POWERPLAN	418.90
44	BEARD EQUIPMENT CO - MOBILE	5,240.52

Baldwin County Commission
Accounts Payable Payments
September 15, 2020

	Vendor Summary	Totals
45	BEHAVIORAL HEALTH SYSTEMS INC	1,067.13
46	BELFOREST VFD	3,992.26
47	BETSY ROSS FLAG CO	365.14
48	BLACKHAWK TECHNOLOGY CO	482.93
49	BLOSSMAN GAS - FOLEY	30.23
50	BOB BARKER CO INC	2,642.38
51	BON SECOUR VFD	3,992.26
52	BORAH, MAX & PATRICIA	16.00
53	BOYD, JIMMY	1,152.20
54	BREWER, APRIL	16.00
55	BRUER, JESSICA	42.00
56	BUILDERS HARDWARE & SUPPLY CO	471.04
57	BYRD, BRANDY R	107.93
58	CAPITAL VOLVO TRUCK & TRAILER	1,193.12
59	CARE BY MADDIE	83.35
60	CASCADE ENGINEERING INC	486.83
61	CDW - GOVERNMENT, INC	24,951.08
62	CHUCK STEVENS AUTO INC	547.05
63	CHUCK STEVENS CHEVROLET	239.99
64	CINTAS FIRST AID & SAFETY	60.98
65	CINTAS LOCATION #211	1,715.40
66	CLARK, NINA L	17.60
67	CLARKE, LAURA	21.00
68	COASTAL AL COM COLLEGE	177,302.47
69	COASTAL FIRE SOLUTIONS	787.80
70	COASTAL INDUSTRIAL SUPPLY	845.98
71	COCA COLA BOTTLING CO	885.60
72	COCKRELL'S BODY SHOP OF ROBERTSDALE	494.60
73	COOPER, JIMMIE FAYE	30.00
74	COPY PRODUCTS COMPANY	163.28
75	CORE COMPUTING SOLUTIONS INC	4,678.30
76	COX, DEANNA VICICH	1,500.00
77	CRENSHAW, ANDREA ANDREWS	110.00
78	CROSSROADS VFD	3,992.26
79	DADE PAPER & BAG CO	2,936.34
80	DANA SAFETY SUPPLY INC	2,214.00
81	DANNY'S HYDRAULICS	714.28
82	DAPHNE VFD	3,992.26
83	DAPHNE, CITY OF	34,165.99
84	DAVIS, PAMELA S	73.60
85	DAVISON OIL COMPANY INC	640.00
86	DEARING, ROBERT & PAMELA	16.00
87	DEL CITY	303.90
88	DELTA COMPUTER SYSTEMS INC	22,675.00

Baldwin County Commission
Accounts Payable Payments
September 15, 2020

	Vendor Summary	Totals
89	DENNISE WOLSTENHOLME	1,800.00
90	DISTRICT ATTORNEY'S OFFICE	36,254.86
91	DIVERSIFIED COMPUTER SERVICES LLC	750.00
92	DUTCHMAN'S LAWN & GARDEN	375.99
93	DUTTON, JOHNNY & SHEILA	16.00
94	ELBERTA VFD	3,992.26
95	ELBERTA, TOWN OF	3,938.39
96	ELLIOTT, THOMAS CHRISTOPHER	1,094.77
97	ELLIS, GINGER & GERALD	14.00
98	ELSANOR VFD	3,992.26
99	EMERALD FANTASEAS	296.97
100	EMPIRE TRUCK SALES INC	3,333.75
101	EMPLOYMENT SCREENING SERVICE INC	639.50
102	EQUIPMENT SALES CO	2,391.54
103	ERVIN, REGINALD PERRY	149.50
104	ETOWAH CHEMICAL SALES & SERVICE	765.00
105	EVANOFF, THOMAS A & KAY	16.00
106	EVANS MFG	2,902.50
107	EVERGREEN SOLUTIONS LLC	16,125.00
108	EWELL, STEPHEN	30.00
109	EXPRESS OIL CHANGE	961.89
110	FAIRHOPE VFD	3,992.26
111	FAIRHOPE, CITY OF	47,981.48
112	FIREHOUSE SALES & SERVICE	572.00
113	FOLEY HOSPITAL CORP	2,620.92
114	FOLEY VFD	3,992.26
115	FOLEY, CITY OF	36,110.97
116	FORT MORGAN VFD	3,992.26
117	FRANCIS, AMANDA K	30.00
118	FRANKLIN, ELIZABETH GAY	623.10
119	GALL'S LLC	2,516.50
120	GARDNER, TERRY J & DORIS	16.00
121	GATESWOOD VFD	3,992.26
122	GENESIS GROUP, THE	6,002.25
123	GERI W BEERS	355.20
124	GIDDENS, REGINA L	131.10
125	GRAESTONE AGGREGATES, LLC	13,685.28
126	GRANT, GLENNA B	5.76
127	GRAYBAR ELECTRIC CO INC	490.00
128	GREENE, CHERYLE D & DAVID K	37.00
129	GSP MARKETING INC	7,350.87
130	GUARDIAN RFID	1,116.68
131	GULF COAST BUILDING SUPPLY	13.37
132	GULF COAST TRUCK & EQUIPMENT CO	1,727.06

Baldwin County Commission
Accounts Payable Payments
September 15, 2020

	Vendor Summary	Totals
133	GULF ICE SYSTEMS INC	44.19
134	GULF SHORES BOARD OF EDUCATION	575,121.55
135	GULF SHORES VFD	3,992.26
136	GULF SHORES, CITY OF	33,100.81
137	HAND, MICHELE	16.00
138	HARBISON, RITA SAMPLE	30.00
139	HARRISON CONNIE	37.00
140	HAWSEY, CAROL R	127.45
141	HENDERSON, KENDEL DYETT	120.75
142	HENDRIX, CHARLES D	16.00
143	HERMES, WALTER R	30.00
144	HIGGINBOTHAM, DONNA J	16.00
145	HI-LINE	1,195.59
146	HOLLAND'S PAINT & BODY	1,059.10
147	HUGHES, JIM	16.00
148	HUNTER SECURITY INC	1,950.00
149	IMC-DIAGNOSTIC & MEDICAL CLINIC	100.00
150	INGRAHAM, RACHEL	63.00
151	INGRAM EQUIPMENT LLC	153.08
152	INTERIOR SHOWCASE	64.00
153	INTERIOR/EXTERIOR BLDG SUPPLY	111.36
154	J&R SYSTEM INTEGRATION LLC/SECURITY 101	7,594.85
155	JACKSON, LINDA ELAINE	32.00
156	JAMAR TECHNOLOGIES INC	4,534.00
157	JAYJOHN, WILMA L	8.00
158	JOHN M WARREN INC	2,040.00
159	JOHNSON, DAVID	37.00
160	JOHNSON, JAMES B	7,758.77
161	JOSEPHINE VFD	3,992.26
162	JUBILEE ACE HOME CENTER	128.16
163	K & K SYSTEMS INC	201.94
164	KAISERCOMM INC	145.09
165	KEET CONSULTING SERVICES LLC	2,050.00
166	KELLY JAMES & JAYNE	16.00
167	KENTWOOD SPRINGS WATER	54.08
168	KENWORTH OF ALABAMA	202.99
169	KIMBALL MIDWEST	528.90
170	KING, SHAVON	16.00
171	KINGLINE EQUIPMENT	7,834.07
172	KINGS III OF AMERICA INC	245.70
173	KNOX PEST CONTROL	495.00
174	LAM GARY F	32.00
175	LAMBETH, JOE B JR	16.00
176	LENNING, ROBERT MICHAEL	32.00

Baldwin County Commission
Accounts Payable Payments
September 15, 2020

	Vendor Summary	Totals
177	LILLIAN VFD	3,992.26
178	LINN, ROBERT L	30.00
179	LISENBY, CHRISTIN & PHILLIP	42.00
180	LOMMEN, PHILLIP	16.00
181	LOTTIE VFD	3,992.26
182	LOWE'S - DAPHNE	469.76
183	LOWE'S - FOLEY	544.08
184	LOXLEY VFD	3,992.26
185	LOXLEY, TOWN OF	4,631.73
186	LUDKE, SALLY MORGAN	30.19
187	MAC'S AUTOGLASS LLC	645.00
188	MAGNOLIA SPRINGS VFD	3,992.26
189	MARLOW VFD	3,992.26
190	MARTIN, LINDA	16.00
191	MATHES OF ALABAMA	14.91
192	MCGIRL, TERESA M	16.00
193	McGRIFF TIRE CO INC	11,922.35
194	McPHERSON CO	1,238.83
195	MCPHERSON OIL CO INC/DBA FUELMAN	2,228.03
196	MCRANEY MICHAEL VON	16.00
197	MCREYNOLDS, CARLETTA SHEREE	112.00
198	M-I, LLC	197.97
199	MOBILE ASPHALT CO LLC	15,222.11
200	MOORE, RAY	964.45
201	MOYER FORD SALES INC	1,624.41
202	MSC INDUSTRIAL DIRECT CO INC	599.90
203	MWI ANIMAL HEALTH	2,433.50
204	NIEMEYER, CARLTON G	30.00
205	NIX, JAMES PHELAN JR	4,133.34
206	NORTH BALDWIN HEALTHCARE AUTHORITY BOARD	75,882.80
207	NORTH BALDWIN INFIRMARY	16.12
208	NORTHCUTT, MARY	32.00
209	NOTARY PUBLIC UNDERWRITERS	310.00
210	OEC	673.54
211	ORANGE BEACH VFD	3,992.26
212	ORANGE BEACH, CITY OF	25,613.09
213	O'REILLY AUTO PARTS - BAY MINETTE	51.98
214	O'REILLY AUTO PARTS - FIRST CALL R'DALE	2,980.94
215	OVM AGENCY	1,820.94
216	OYSTER BAY VFD	3,992.26
217	OZARK MATERIALS LLC	8,790.60
218	PAM'S EMBROIDERY & SEWING	825.50
219	PARKER, ROBERT LEE	24.00
220	PARMER, SHERRI L	81.66

Baldwin County Commission
Accounts Payable Payments
September 15, 2020

	Vendor Summary	Totals
221	PARTNERS MANAGING GENERAL UNDERWRITERS	68,708.19
222	PATE, BARBARA SIMO	36.23
223	PEKELDER, MARIAN S	48.00
224	PERDIDO BEACH VFD	3,992.26
225	PERDIDO VFD	3,992.26
226	PEREGRINE SERVICES INC	2,125.18
227	PETROLEUM TRADERS CORPORATION	60,524.21
228	PIMPERL, DAVID B	3,230.00
229	PINE GROVE VFD	3,992.26
230	PLOT SHOP LLC, THE	45.50
231	POSTMARK INK	410.99
232	POWELL, W ROBERT JR	15.60
233	POWER SYSTEMS OF MS	2,930.00
234	PRINT SHOP, THE	667.08
235	PRINT-N-PRESS	155.00
236	PULMONARY ASSOCIATES OF MOBILE	274.00
237	QCHC INC	42,714.37
238	QUICK CAPTION INC	258.00
239	RABUN VFD	3,992.26
240	READY MIX USA LLC	278.01
241	REED, GLEN T JR	239.00
242	REGIONS BANK CORP TRUST	772,450.39
243	RISK HOLDINGS, LLC	32.00
244	ROAD & BRIDGE FUND	239,535.52
245	ROBERTSDALE AUTO PARTS INC	4,410.55
246	ROBERTSDALE POWER EQUIPMENT	332.00
247	ROBERTSDALE VFD	3,992.26
248	ROBERTSDALE, CITY OF	4,984.27
249	ROBERTSON INSURANCE AGENCY INC	200.00
250	ROSINTON VFD	3,992.26
251	RUBIO KIEL	16.00
252	RUFFIN, LORI G	110.00
253	RUNNELS, JR WILLIAM	42.00
254	RUSH TRUCK CENTER	700.00
255	RUSH, PATRICIA	16.00
256	SAFETY COATINGS	54,219.00
257	SAND & CLAY, INC.	10,242.75
258	SEMINOLE VFD	3,992.26
259	SERVICEMASTER ACTION CLEANING	3,243.00
260	SETZLER, DARRYL & KATHRYN	46.00
261	SHARKEY, MARIA E	13.36
262	SHARP ELECTRONICS CORPORATION	646.57
263	SHEPARD, CHRISTINE R	32.00
264	SHERWIN-WILLIAMS CO	1,207.32

Baldwin County Commission
Accounts Payable Payments
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	Vendor Summary	Totals
265	SHOOTS, TANZIE SLEDGE	331.65
266	SILVER, VOIT & THOMPSON	1,213.00
267	SILVERHILL VFD	3,992.26
268	SILVERHILL, TOWN OF	5,303.82
269	SITEONE LANDSCAPE SUPPLY HOLDING, LLC	1,233.70
270	SMITH, CHARLOTTE K	154.00
271	SMITH, ELVIE VIOLETTA	273.93
272	SMITH, SAMUEL KIT	1,005.85
273	SOFTWARE HOUSE INT	93,632.94
274	SOUTH ALABAMA REGIONAL	36,763.61
275	SOUTHERN FIRE & SAFETY INC	1,177.50
276	SOUTHERN PIPE & SUPPLY	503.23
277	SOUTHERN TIRE MART	581.28
278	SPANISH FORT PAINTING & CONST. LLC	5,100.00
279	SPANISH FORT VFD	3,992.26
280	STAPLES CONTRACT & COMMERCIAL, INC.	11,813.56
281	STAPLETON VFD	3,992.26
282	STELZER, NICHOLAS	32.00
283	STEWART, JEFFERY BRIAN	100.00
284	STOCKTON VFD	3,992.26
285	STONE CROSBY PC	6,396.13
286	STUART CONSTRUCTION, LLC	59,949.16
287	STYX RIVER VFD	3,992.26
288	SUBURBAN PROPANE	500.00
289	SUMMERDALE VFD	3,992.26
290	SUMMERDALE, TOWN OF	3,865.47
291	SUNSOUTH LLC	484.58
292	SWEAT TIRE - BAY MINETTE	530.54
293	SWEAT TIRE - ROBERTSDALE	3,513.48
294	TAYLOR, HEATHER EMMONS	329.35
295	TENSAW VFD	3,992.26
296	THOMPSON TRACTOR CO	34,133.61
297	TOMLINSON, JOSH	21.00
298	TOWER EQUITIES LLC	4,000.00
299	TRANE-MOBILE PARTS CENTER	7,213.16
300	TRANSUNION RISK & ALTERNATIVE	363.10
301	TSA INC	2,308.64
302	TWO-WAY COMMUNICATIONS INC	5,583.33
303	TYLER TECHNOLOGIES, INC.	17,500.00
304	UNIVERSITY OF SOUTH ALABAMA	30.07
305	USA HEALTH CHILDREN'S & WOMEN'S HOSPITAL	891.00
306	USA MEDICAL CENTER	1,756.47
307	VAUGHN, BRITTANY RAEANN SINGLETON	110.00
308	VAUTRIN, IRMA	12.40

Baldwin County Commission
Accounts Payable Payments
September 15, 2020

	Vendor Summary	Totals
309	VISION SOLUTIONS INC	6,175.10
310	VULCAN MATERIALS CO	21,526.68
311	VULCAN SIGNS	315.00
312	W H THOMAS OIL CO INC	595.00
313	W W GRAINGER	10,771.37
314	WALZ, BRENDA J	100.51
315	WARRINER DIRT PIT	13,293.00
316	WASTE MANAGEMENT OF AL	1,416.68
317	WASTE PRO OF FLORIDA	208.95
318	WEBER, TINA	16.00
319	WESCO - FOLEY	430.23
320	WESCO DISTRIBUTION - MOBILE	3,131.83
321	WEST GROUP PAYMENT CENTER	974.83
322	WHITE HOUSE FORKS VFD	3,992.26
323	WHITE, MARY K	50.03
324	WHITSON BUILDERS, ED	250.00
325	WIGGINS, GWENDOLYN J	24.80
326	WILLIAMS, LISA S	391.00
327	WILLIAMS, ROY	16.00
328	WITTICHEN SUPPLY-DAPHNE	563.59
329	WITTICHEN SUPPLY-FOLEY	69.89
330	WOOD FRUITTICHER GROCERY CO INC	466.57
331	WRIGHTS MOTOR PARTS INC	1,075.26
332	XEROX CORP	182.16
333	ZEP MANUFACTURING COMPANY	988.27
	Grand Total	**14,313,159.17**

Ty	Document Payment Voucher	Co.	Item	Date Payment Voucher	Co. G/L Class	Name / Invoice Number / Account Description	Address Number / Remark / Account Number	Payment Amount / Discount Taken	G/L Distribution	LT	PC	PI	Subledger /Type	Tax Amount
G/L Bank Account	00018481					Cash	Batch Number 2852673 Type M Date 9/4/2020		User ID		RBENSON			
PN	9205390			9/15/2020	00105	BALDWIN CNTY BOARD OF EDUCATIO	14116	2,153.50-			D			
PV	524100	00105	001	9/4/2020		PO# 189302	MEALS; AUG 2020							
						Cash	00018481		2,153.50-	AA				
PN	9205390			9/15/2020	00001	BALDWIN CNTY BOARD OF EDUCATIO	14116	1,147,959.44-			D			
PV	524101	00001	001	9/4/2020		8282020	BUSINESS PRIVLEGE TAX DIST							
						Cash	00018481		1,147,959.44-	AA				
PN	9205390			9/15/2020	00001	BALDWIN CNTY BOARD OF EDUCATIO	14116	8,475,231.68-			D			
PV	524102	00001	001	9/4/2020		9032020	SALES/USE TAX							
						Cash	00018481		8,475,231.68-	AA				
PN	9205390			9/15/2020	00001	BALDWIN CNTY BOARD OF EDUCATIO	14116	1,268,238.57-			D			
PV	524102	00001	002	9/4/2020		9032020	SALES/USE TAX							
						Cash	00018481		1,268,238.57-	AA				
							Totals for Bank Account	10,893,583.19-	10,893,583.19-					
							Totals for Batch	10,893,583.19-	10,893,583.19-					
							User Total	10,893,583.19-	10,893,583.19-					
							Grand Total	10,893,583.19-	10,893,583.19-					

Ty	Document: Payment Voucher	Co.	Item	Date Payment Voucher	Co. G/L Class	Name / Invoice Number / Account Description	Address Number / Remark / Account Number	Payment Amount / Discount Taken	G/L Distribution	LT	PC	PI	Subledger /Type	Tax Amount
G/L Bank Account	00018481					Cash	Batch Number 2852675 Type M Date 9/4/2020		User ID		RBENSON			
PN	9205391			9/15/2020	00001	GULF SHORES BOARD OF EDUCATION	191392	487,576.22-			D			
PV	524111	00001	001	9/4/2020		9032020	SALES/USE TAX							
						Cash	00018481		487,576.22-	AA				
PN	9205391			9/15/2020	00001	GULF SHORES BOARD OF EDUCATION	191392	87,545.33-			D			
PV	524111	00001	002	9/4/2020		9032020	SALES/USE TAX							
						Cash	00018481		87,545.33-	AA				
						Totals for Bank Account		575,121.55-	575,121.55-					
						Totals for Batch		575,121.55-	575,121.55-					
						User Total		575,121.55-	575,121.55-					
						Grand Total		575,121.55-	575,121.55-					

Ty	Document Payment Voucher	Co.	Item	Date Payment Voucher	Co. G/L Class	Name / Invoice Number / Account Description	Address Number / Remark / Account Number	Payment Amount / Discount Taken	G/L Distribution	LT	PC	PI	Subledger /Type	Tax Amount
G/L Bank Account	00018481					Cash	Batch Number 2852680 Type M Date 9/4/2020		User ID		RBENSON			
PN	9205392			9/15/2020	00001	JAMES B JOHNSON	4095	7,758.77-			D			
PV	524122	00001	001	9/4/2020		SEPT 2020	RETIREMENT; SEPT 2020							
						Cash	00018481		7,758.77-	AA				
PN	9205393			9/15/2020	00001	JAMES P NIX JR	191564	4,133.34-			D			
PV	524124	00001	001	9/4/2020		SEPT 2020	SUPERNUMERARY; SEPT 2020							
						Cash	00018481		4,133.34-	AA				
PN	9205394			9/15/2020	00304	REGIONS BANK CORP TRUST	123781	148,132.29-			D			
PV	524125	00304	001	9/4/2020		9012020; 2013	2013 WARRANT; SEPT 2020							
						Cash	00018481		148,132.29-	AA				
PN	9205394			9/15/2020	00304	REGIONS BANK CORP TRUST	123781	280,507.81-			D			
PV	524127	00304	001	9/4/2020		9012020; 2015	2015 WARRANT; SEPT 2020							
						Cash	00018481		280,507.81-	AA				
PN	9205394			9/15/2020	00304	REGIONS BANK CORP TRUST	123781	63,751.67-			D			
PV	524133	00304	001	9/4/2020		9012020; 2014	2014 WARRANT; SEPT 2020							
						Cash	00018481		63,751.67-	AA				
PN	9205394			9/15/2020	00304	REGIONS BANK CORP TRUST	123781	209,104.17-			D			
PV	524135	00304	001	9/4/2020		9012020; 2020	2020 WARRANT; SEPT 2020							
						Cash	00018481		209,104.17-	AA				
PN	9205394			9/15/2020	00304	REGIONS BANK CORP TRUST	123781	69,375.00-			D			
PV	524136	00304	001	9/4/2020		9012020; 2012	2012 WARRANT; SEPT 2020							
						Cash	00018481		69,375.00-	AA				
						Totals for Bank Account		782,763.05-	7,758.77-					

Ty	Payment Voucher	Co.	Item	Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	Payment Amount Discount Taken	G/L Distribution	LT	PC	PI	Subledger	/Type	Tax Amount
							Totals for Batch	782,763.05-	7,758.77-						
							User Total	782,763.05-	7,758.77-						
							Grand Total	782,763.05-	7,758.77-						

Supplier Number	Name	Phone		Co	Balance Open	Aging Current	1 - 0	Over 0	
112	ROAD & BRIDGE FUND	251	9370264	00001	239,535.52				239,535.52
5901	SMITH, ELVIE VIOLETTA	251	5801950	00001	273.93				273.93
10064	ALABAMA CORRECTIONAL INDUSTRIES	334	2613614	00001	3,000.00				3,000.00
14006	BLOSSMAN GAS - FOLEY	251	9435759	00001	30.23				30.23
14011	BUILDERS HARDWARE & SUPPLY CO	251	9372361PH	00001	254.99				254.99
14084	BOB BARKER CO INC - PO'S			00001	1,099.78				1,099.78
14132	BALDWIN YOUTH SERVICES			00001	73,113.63				73,113.63
14190	BARNWELL VFD			00001	3,992.26				3,992.26
14198	BAY MINETTE VFD			00001	3,992.26				3,992.26
14199	BELFOREST VFD			00001	3,992.26				3,992.26
14513	BON SECOUR VFD			00001	3,992.26				3,992.26
14534	BALDWIN LOCKSMITH LLC *	251	9434291	00001	150.00				150.00
14553	BALDWIN CNTY ECONOMIC DEVELOPM	251	9472445	00001	23,567.93				23,567.93
19031	ROBERTSDALE, CITY OF (UTILITIE			00001	4,984.27				4,984.27
19049	FOLEY, CITY OF			00001	36,110.97				36,110.97
19144	GULF SHORES, CITY OF			00001	33,100.81				33,100.81
19146	CROSSROADS VFD			00001	3,992.26				3,992.26
19244	BAY MINETTE, CITY OF			00001	125,625.32				125,625.32
19267	DAPHNE, CITY OF			00001	34,165.99				34,165.99
19295	ORANGE BEACH, CITY OF			00001	25,613.09				25,613.09
21094	DAPHNE VFD			00001	3,992.26				3,992.26
21127	DISTRICT ATTORNEY'S OFFICE			00001	36,254.86				36,254.86
21252	DELTA COMPUTER SYSTEMS INC	228	3887688	00001	19,125.00				19,125.00
25040	COASTAL AL COM COLLEGE (FAULKN			00001	177,302.47				177,302.47
25112	ELBERTA VFD			00001	3,992.26				3,992.26
25113	ELSANOR VFD			00001	3,992.26				3,992.26
25114	FAIRHOPE VFD			00001	3,992.26				3,992.26
25115	FOLEY VFD			00001	3,992.26				3,992.26
25116	FORT MORGAN VFD			00001	3,992.26				3,992.26
27012	GRAYBAR ELECTRIC CO INC **	251	6666600**	00001	490.00				490.00
27100	GULF SHORES VFD			00001	3,992.26				3,992.26
27263	GALL'S LLC	334	649 3678	00001	2,516.50	181.00-			2,697.50
32419	HUNTER SECURITY INC	251	6265112	00001	1,925.00				1,925.00
36099	JOSEPHINE VFD			00001	3,992.26				3,992.26
36251	JUBILEE ACE HOME CENTER	334	9906665	00001	19.26				19.26
39599	LILLIAN VFD			00001	3,992.26				3,992.26
39600	LOXLEY VFD			00001	3,992.26				3,992.26
40026	NORTH BALDWIN INFIRMARY			00001	16.12				16.12
40034	MATHES OF ALABAMA-FOLEY	251	943 8551	00001	14.91				14.91
40173	MAGNOLIA SPRINGS VFD			00001	3,992.26				3,992.26

Supplier Number	Name	Phone Number	Co	Balance Open	Aging Current	1 - 0	Over 0	
40174	MARLOW VFD		00001	3,992.26				3,992.26
40569	NOTARY PUBLIC UNDERWRITERS		00001	169.00				169.00
43003	OEC	800 759-3368	00001	319.92				319.92
43020	OYSTER BAY VFD		00001	3,992.26				3,992.26
43021	ORANGE BEACH VFD		00001	3,992.26				3,992.26
48068	PERDIDO VFD		00001	3,992.26				3,992.26
48075	PINE GROVE VFD		00001	3,992.26				3,992.26
48076	PERDIDO BEACH VFD		00001	3,992.26				3,992.26
51029	ROBERTSON INSURANCE AGENCY IN	334 9282163	00001	200.00				200.00
51078	RABUN VFD		00001	3,992.26				3,992.26
51079	ROBERTSDALE VFD		00001	3,992.26				3,992.26
54037	SOUTH ALABAMA REGIONAL	334 4336541	00001	26,127.69				26,127.69
54042	SWEAT TIRE - ROBERTSDALE		00001	3,393.48				3,393.48
54161	STAPLETON VFD		00001	3,992.26				3,992.26
54169	SEMINOLE VFD		00001	3,992.26				3,992.26
54170	SILVERHILL VFD		00001	3,992.26				3,992.26
54171	SPANISH FORT VFD		00001	3,992.26				3,992.26
54172	STOCKTON VFD		00001	3,992.26				3,992.26
54173	STYX RIVER VFD	251 9605030	00001	3,992.26				3,992.26
54174	SUMMERDALE VFD		00001	3,992.26				3,992.26
56733	SERVICEMASTER ACTION CLEANING	800 943-3899	00001	996.00				996.00
57090	TENSAW VFD		00001	3,992.26				3,992.26
57202	SUMMERDALE, TOWN OF		00001	3,865.47				3,865.47
57203	ELBERTA, TOWN OF		00001	3,938.39				3,938.39
57304	TWO-WAY COMMUNICATIONS INC **	5045859200	00001	5,583.33				5,583.33
58886	ALL AMERICAN FAUCET PARTS	251 473-8150	00001	814.50				814.50
64821	DANNY'S HYDRAULICS	3349701713	00001	714.28				714.28
65091	STONE CROSBY PC **		00001	6,396.13				6,396.13
66006	WRIGHTS MOTOR PARTS INC	334 9372591	00001	99.04				99.04
66024	WESCO DISTRIBUTION - MOBILE	251 433 4567	00001	2,268.35	1,812.00-			4,080.35
66057	USA MEDICAL CENTER		00001	1,756.47				1,756.47
66063	WHITE HOUSE FORKS VFD		00001	3,992.26				3,992.26
66357	WASTE MANAGEMENT OF AL-MOBILE		00001	246.81				246.81
67336	ROSINTON VFD		00001	3,992.26				3,992.26
67862	LOTTIE VFD		00001	3,992.26				3,992.26
68321	KNOX PEST CONTROL		00001	495.00				495.00
79396	BEHAVIORAL HEALTH SYSTEMS INC		00001	650.95				650.95
79441	GIDDENS, REGINA L	251 9474057	00001	131.10				131.10
84216	W W GRAINGER - FOR PO'S	251 661-1035	00001	986.02	.56-			986.58
87716	LOWE'S FOLEY - 057700034	9705307	00001	385.37				385.37

Supplier Number	Name	Phone Number		Co	Balance Open	Aging Current	1 - 0	Over 0	
93964	DAVIS, PAMELA S	251	9422215	00001	73.60				73.60
94060	CHUCK STEVENS AUTO INC			00001	547.05				547.05
95871	GATESWOOD VFD			00001	3,992.26				3,992.26
98634	MCPHERSON OIL CO INC/DBA FUELM	800	2398882	00001	734.32				734.32
102875	CDW - GOVERNMENT, INC - PO	866	3393526	00001	24,593.96				24,593.96
103202	WHITE, MARY K	251	9377518	00001	50.03				50.03
104301	PULMONARY ASSOCIATES OF MOBILE			00001	274.00				274.00
104310	EMPLOYMENT SCREENING SERVICE	866	8590143	00001	354.25				354.25
105048	BALDWIN CNTY SOLID WASTE	251	9888125	00001	130.00				130.00
105435	CINTAS FIRST AID & SAFETY	251	4437301	00001	60.98				60.98
106729	AFFORDABLE CONEX LLC	251	947-1944	00001	2,700.00	2,700.00			
107220	KEET CONSULTING SERVICES LLC	205	6209843	00001	750.00				750.00
113371	WITTICHEN SUPPLY-FOLEY	251	9432001PH	00001	69.89				69.89
115852	DADE PAPER & BAG CO	251	9641500	00001	2,276.23				2,276.23
116151	GULF ICE SYSTEMS INC	800	322 4853	00001	44.19				44.19
118519	WALZ, BRENDA J	251	5804819	00001	100.51				100.51
120846	FAIRHOPE, CITY OF *			00001	47,981.48				47,981.48
121216	PEREGRINE SERVICES INC	318	3254762	00001	2,125.18				2,125.18
123300	SOFTWARE HOUSE INT dba SHI	800	2109629	00001	93,632.94				93,632.94
123924	LOXLEY, TOWN OF (MISC.)			00001	4,631.73				4,631.73
123932	SILVERHILL, TOWN OF (MISC.)			00001	5,303.82				5,303.82
126181	SILVER, VOIT & THOMPSON			00001	1,213.00				1,213.00
126261	EXPRESS OIL CHANGE -ROBERTSDAL	251	9472606	00001	897.31				897.31
133591	AMERSON ROOFING INC			00001	893.40				893.40
136611	BALDWIN CNTY SHERIFF'S OFFICE	251	9370210	00001	3,513.89				3,513.89
136872	LOWE'S - DAPHNE		6217620	00001	113.05				113.05
140118	HAWSEY, CAROL R	251	9866195	00001	127.45				127.45
140290	SHARKEY, MARIA E	251	5509409	00001	13.36				13.36
141532	PLOT SHOP LLC, THE			00001	45.50				45.50
142527	COCKRELL'S BODY SHOP OF ROBERT		9478800	00001	494.60				494.60
146106	IMC-DIAGNOSTIC & MEDICAL CLINI	251	4351200	00001	100.00				100.00
147221	DEL CITY - WISCONSIN	800	6544757	00001	303.90				303.90
148777	BALDWIN CNTY PROBATE COURT			00001	50.00				50.00
152477	J&R SYSTEM INTEGRATION LLC/SEC		2952760/JOHNGIB SON	00001	7,594.85				7,594.85
154499	SOUTHERN PIPE & SUPPLY - FAIRH	251	9900786	00001	298.68				298.68
155011	KAISERCOMM INC	866	6237694	00001	145.09				145.09
158123	TRANE-MOBILE PARTS CENTER		6652939	00001	7,213.16	3,458.00-			10,671.16
160995	KINGS III OF AMERICA INC	800	3546473	00001	245.70				245.70
162860	CRENSHAW, ANDREA ANDREWS	251	689-5687	00001	110.00				110.00

Supplier Number	Name	Phone Number	Co	Balance Open	Aging Current	1 - 0	Over 0	
163096	B&H PHOTO & ELECTRONICS CORP 800	9478003	00001	895.96				895.96
171635	PARMER, SHERRI L 251	9376620	00001	81.66				81.66
174473	WASTE PRO OF FLORIDA 850	4740800	00001	208.95				208.95
174713	PAM'S EMBROIDERY & SEWING 251	9371393	00001	825.50				825.50
175548	BYRD, BRANDY R 251	2321417	00001	107.93				107.93
180302	ASHBERRY LANDFILL LLC 334	493 1250	00001	62.00				62.00
180505	CHUCK STEVENS CHEVROLET 251	937 1500	00001	239.99				239.99
180557	QUICK CAPTION INC 951	779-0787	00001	258.00				258.00
180999	PETROLEUM TRADERS CORPORATIO800	348-3705/1002	00001	57,401.23	2,752.90-			60,154.13
181290	WESCO - FOLEY - PO'S 251	424 1550	00001	134.80	4.00-			138.80
181424	GULF COAST BUILDING SUPPLY-ACE251	947 7800	00001	13.37				13.37
181574	O'REILLY AUTO PARTS-FIRST CALL		00001	2,560.75	42.74-			2,603.49
181787	SHARP ELECTRONICS CORPORATION		00001	302.54				302.54
181821	COPY PRODUCTS COMPANY		00001	83.28				83.28
181852	ALTA POINTE HEALTH SYSTEMS INC251	450 5901	00001	600.00				600.00
181899	SUBURBAN PROPANE - PO'S - DO N		00001	500.00				500.00
181921	ALABAMA COASTAL RADIOLOGY 251	460-0326	00001	68.90				68.90
182244	COASTAL INDUSTRIAL SUPPLY 251	947 9400	00001	845.98				845.98
183156	ADAMS STEWART ARCHITECTS LLC 251	947-3864	00001	13,840.96				13,840.96
183455	STEWART, JEFFERY BRIAN 251	379-1413	00001	100.00				100.00
183743	TRANSUNION RISK & ALTERNATIVE		00001	37.80				37.80
184294	PRINT SHOP, THE 251	937 1772	00001	587.08				587.08
184297	PATE, BARBARA SIMO 251	209-9416	00001	36.23				36.23
184553	NORTH BALDWIN HEALTHCARE AUTH50	580-1740	00001	75,882.80				75,882.80
184892	WITTICHEN SUPPLY-DAPHNE 251	375 0722	00001	563.59				563.59
185084	POWER SYSTEMS OF MS 228	818 8315	00001	2,330.00				2,330.00
185252	AUTO ZONE - ROBERTSDALE BCC		00001	278.27				278.27
185351	HOLLAND'S PAINT & BODY		00001	1,059.10				1,059.10
185594	STAPLES CONTRACT & COMMERCIAL803	333 8496	00001	9,741.63	51.41-			9,793.04
185636	SHERWIN-WILLIAMS CO - FOLEY -		00001	1,207.32				1,207.32
186165	INTERIOR/EXTERIOR BLDG SUPPLY 251	970 3871	00001	111.36				111.36
186326	QCHC INC		00001	42,714.37				42,714.37
186618	VAUGHN, BRITTANY RAEANN SINGLE251	753-6826	00001	110.00				110.00
187244	VISION SOLUTIONS INC		00001	6,175.10				6,175.10
187384	SPANISH FORT PAINTING & CONST. 251	626 8273	00001	5,100.00				5,100.00
187695	CINTAS LOCATION #211 - PURCHAS 251	443 7301	00001	115.00				115.00
187742	WILLIAMS, LISA S 251	490-5217	00001	391.00				391.00
187807	PIMPERL, DAVID B 251	895 6925	00001	3,230.00				3,230.00
188260	GUARDIAN RFID 612	382 1355	00001	1,116.68				1,116.68
188581	GENESIS GROUP, THE (TEXAS DIVI 903	787 7422	00001	6,002.25				6,002.25

Supplier						Aging			
Number	Name		Phone Number	Co	Balance Open	Current	1 - 0	Over 0	
188753	LUDKE, SALLY MORGAN	251	751-3693	00001	30.19				30.19
188839	TOWER EQUITIES LLC	504	585 9200	00001	4,000.00				4,000.00
189625	BALL, JAMES E	251	609-3688	00001	622.50				622.50
189888	EVERGREEN SOLUTIONS LLC	850	383 0111	00001	16,125.00				16,125.00
190884	TYLER TECHNOLOGIES, INC.	800	772 2260	00001	17,500.00				17,500.00
191016	BAY PEST CONTROL COMPANY INC.	228	875-8908	00001	556.50	556.50			
191096	ANESTHESIOLOGISTS ASSOCIATED P			00001	260.00				260.00
191531	COASTAL FIRE SOLUTIONS	251	654 5147	00001	787.80				787.80
191808	FOLEY HOSPITAL CORP (R)			00001	2,620.92				2,620.92
191811	STUART CONSTRUCTION, LLC	251	937 9594	00001	59,949.16				59,949.16
191818	OVM AGENCY			00001	1,820.94				1,820.94
192463	FRANKLIN, ELIZABETH GAY	251	504-1903	00001	623.10				623.10
192587	WHITSON BUILDERS, ED (R)			00001	250.00				250.00
192588	M-I, LLC			00001	197.97				197.97
192644	CARE BY MADDIE (R)			00001	83.35				83.35
192649	USA HEALTH CHILDREN'S & WOMEN'			00001	891.00				891.00
192650	UNIVERSITY OF SOUTH ALABAMA			00001	30.07				30.07
192653	EMERALD FANTASEAS (R)			00001	296.97				296.97
192654	GERI W BEERS (R)			00001	355.20				355.20
	General Fund			00001	1,594,278.39	5,046.11-			1,599,324.50
87716	LOWE'S FOLEY - 057700034		9705307	00103	158.71				158.71
98634	MCPHERSON OIL CO INC/DBA FUELM	800	2398882	00103	2.26				2.26
	County Transportation Fund			00103	160.97				160.97
14358	BETSY ROSS FLAG CO	251	5402246	00104	365.14				365.14
43003	OEC	800	759-3368	00104	353.62				353.62
183402	ELLIOTT, THOMAS CHRISTOPHER	251	366-5400	00104	1,094.77				1,094.77
185594	STAPLES CONTRACT & COMMERCIAL	803	333 8496	00104	53.50				53.50
	Legislative Del Off Fund			00104	1,867.03				1,867.03
14011	BUILDERS HARDWARE & SUPPLY CO	251	9372361PH	00105	53.16				53.16
14084	BOB BARKER CO INC - PO'S			00105	1,542.60				1,542.60
54037	SOUTH ALABAMA REGIONAL	334	4336541	00105	1,230.12				1,230.12
98634	MCPHERSON OIL CO INC/DBA FUELM	800	2398882	00105	.78				.78
104310	EMPLOYMENT SCREENING SERVICE	866	8590143	00105	40.75				40.75
135520	WOOD FRUITTICHER GROCERY CO IN	800	4894550	00105	466.57				466.57
154499	SOUTHERN PIPE & SUPPLY - FAIRH	251	9900786	00105	204.55				204.55
183225	BAY TIRES - BAY MINETTE	251	580 5022	00105	47.00				47.00
185084	POWER SYSTEMS OF MS	228	818 8315	00105	60.00				60.00
187695	CINTAS LOCATION #211 - PURCHAS	251	443 7301	00105	100.00				100.00
	Juvenile Detention Fac Fund			00105	3,745.53				3,745.53
14011	BUILDERS HARDWARE & SUPPLY CO	251	9372361PH	00106	113.13				113.13

Supplier Number	Name	Phone Number	Co	Balance Open	Aging Current	1 - 0	Over 0		
54037	SOUTH ALABAMA REGIONAL 334	4336541	00106	439.58					439.58
98634	MCPHERSON OIL CO INC/DBA FUELM800	2398882	00106	.99					.99
162616	SWEAT TIRE - BAY MINETTE	5808473	00106	50.00					50.00
185084	POWER SYSTEMS OF MS 228	818 8315	00106	60.00					60.00
188659	AARON MEDIA SERVICES 251	272 0089	00106	6,000.00					6,000.00
	Baldwin Co Archives Fund		00106	6,663.70					6,663.70
41726	ANIMAL CARE EQUIP & SERVICES (800	338-2237	00109	543.00					543.00
56733	SERVICEMASTER ACTION CLEANING800	943-3899	00109	550.00					550.00
89148	BAKER DISTRIBUTING CO **	4762263	00109	212.76					212.76
98634	MCPHERSON OIL CO INC/DBA FUELM800	2398882	00109	15.53					15.53
104310	EMPLOYMENT SCREENING SERVICE866	8590143	00109	40.75					40.75
105048	BALDWIN CNTY SOLID WASTE 251	9888125	00109	139.50					139.50
185084	POWER SYSTEMS OF MS 228	818 8315	00109	60.00					60.00
185594	STAPLES CONTRACT & COMMERCIAL803	333 8496	00109	350.11	27.49-				377.60
187817	MWI ANIMAL HEALTH 800	762 4800/2485	00109	2,433.50					2,433.50
191016	BAY PEST CONTROL COMPANY INC. 228	875-8908	00109	300.00					300.00
	Animal Shelter		00109	4,645.15	27.49-				4,672.64
10448	A & M PORTABLES INC 251	6790933	00111	600.00					600.00
14075	BEARD EQUIPMENT - POWERPLAN	4561993	00111	418.90					418.90
25048	EQUIPMENT SALES CO 251	9375313	00111	2,391.54					2,391.54
36251	JUBILEE ACE HOME CENTER 334	9906665	00111	5.67					5.67
40589	MOBILE ASPHALT CO LLC 251	4080770	00111	15,222.11	567.18-				15,789.29
43932	EVANS MFG 251	6336008	00111	315.00					315.00
51009	ROBERTSDALE AUTO PARTS INC 334	9472882	00111	1,253.05					1,253.05
54037	SOUTH ALABAMA REGIONAL 334	4336541	00111	247.35					247.35
54044	SAFETY COATINGS 334	9431638	00111	54,219.00					54,219.00
54050	BAY SIDE RUBBER & PRODUCTS 251	6600902	00111	616.00	.80-				616.80
55415	SAND & CLAY, INC. 251	928-4601	00111	10,242.75					10,242.75
57071	THOMPSON TRACTOR CO 334	6265100	00111	28,530.99	1,454.40-				29,985.39
65201	VULCAN MATERIALS CO - PO' 251	6256681	00111	21,526.68	7,880.31-				29,406.99
66006	WRIGHTS MOTOR PARTS INC 334	9372591	00111	971.53					971.53
66018	JOHN M WARREN INC 800	6247807	00111	2,040.00					2,040.00
66024	WESCO DISTRIBUTION - MOBILE 251	433 4567	00111	95.20					95.20
66357	WASTE MANAGEMENT OF AL-MOBILE		00111	662.39					662.39
66835	SOUTHERN FIRE & SAFETY INC 251	6790864	00111	1,177.50					1,177.50
79396	BEHAVIORAL HEALTH SYSTEMS INC		00111	245.44					245.44
83660	ALABAMA PIPE & SUPPLY CO INC 251	6531399	00111	14,731.20					14,731.20
84216	W W GRAINGER - FOR PO'S 251	661-1035	00111	4,086.59					4,086.59
95628	ZEP MANUFACTURING COMPANY (PO	6482076/GREG	00111	879.13					879.13
97682	COCA COLA BOTTLING CO-ROBERTSD		00111	885.60					885.60

Supplier Number	Name	Phone Number	Co	Balance Open	Aging Current	1 - 0	Over 0		
98597	BALDWIN TRACTOR - PURCHASES	9474171	00111	936.40					936.40
98634	MCPHERSON OIL CO INC/DBA FUELM 800	2398882	00111	588.33					588.33
104310	EMPLOYMENT SCREENING SERVICE 866	8590143	00111	163.00					163.00
111077	ASPLUNDH TREE EXPERT - SAGINAW 205	6854000	00111	1,567.60					1,567.60
115852	DADE PAPER & BAG CO 251	9641500	00111	660.11	121.86-				781.97
120432	HI-LINE - FOR PURCHASE ORDERS		00111	455.23					455.23
121451	K & K SYSTEMS INC * 888	414-3003	00111	201.94					201.94
121857	DIVERSIFIED COMPUTER SERVICES 334	2608453	00111	750.00					750.00
126261	EXPRESS OIL CHANGE -ROBERTSDAL 251	9472606	00111	64.58					64.58
126877	O'REILLY AUTO PARTS #1134 - B' 251	5800298PH	00111	51.98					51.98
136872	LOWE'S - DAPHNE	6217620	00111	25.16					25.16
142341	JAMAR TECHNOLOGIES INC 800	7760940	00111	4,534.00					4,534.00
142501	WARRINER DIRT PIT 251	9655079HM&FAX	00111	1,228.50					1,228.50
149690	McGRIFF TIRE CO INC (PO'S ONL		00111	4,607.53					4,607.53
169455	W H THOMAS OIL CO INC 205	7552610	00111	595.00					595.00
173315	KINGLINE EQUIPMENT - SUMMERDAL	9899693	00111	7,834.07					7,834.07
181787	SHARP ELECTRONICS CORPORATION		00111	311.19					311.19
183407	READY MIX USA LLC 251	943 2985	00111	278.01					278.01
183743	TRANSUNION RISK & ALTERNATIVE		00111	2.40					2.40
184294	PRINT SHOP, THE 251	937 1772	00111	80.00					80.00
185084	POWER SYSTEMS OF MS 228	818 8315	00111	180.00					180.00
185252	AUTO ZONE - ROBERTSDALE BCC		00111	313.72					313.72
185396	MAC'S AUTOGLASS LLC 251	228 2744	00111	645.00					645.00
185594	STAPLES CONTRACT & COMMERCIAL 803	333 8496	00111	483.41					483.41
186138	GRAESTONE AGGREGATES, LLC		00111	12,608.40					12,608.40
187695	CINTAS LOCATION #211 - PURCHAS 251	443 7301	00111	720.40					720.40
189211	REED, GLEN T JR 334	782-1482	00111	239.00					239.00
189276	OZARK MATERIALS LLC 334	371 2308	00111	8,790.60					8,790.60
189930	ERVIN, REGINALD PERRY 912	255-1754	00111	149.50					149.50
190650	SOUTHERN TIRE MART 877	786 4681	00111	581.28					581.28
	7 Cent Gasoline Tax Fund		00111	211,009.96	10,024.55-				221,034.51
21252	DELTA COMPUTER SYSTEMS INC 228	3887688	00120	3,550.00					3,550.00
54037	SOUTH ALABAMA REGIONAL 334	4336541	00120	836.22					836.22
98634	MCPHERSON OIL CO INC/DBA FUELM 800	2398882	00120	15.72					15.72
102875	CDW - GOVERNMENT, INC - PO 866	3393526	00120	357.12					357.12
162616	SWEAT TIRE - BAY MINETTE	5808473	00120	342.54					342.54
183743	TRANSUNION RISK & ALTERNATIVE		00120	42.90					42.90
185594	STAPLES CONTRACT & COMMERCIAL 803	333 8496	00120	104.20					104.20
	Reappraisal Fund		00120	5,248.70					5,248.70
192646	MOORE, RAY		00121	964.45					964.45

Supplier Number	Name	Phone Number	Co	Balance Open	Aging Current	1 - 0	Over 0		
192647	BOYD, JIMMY		00121	1,152.20					1,152.20
192651	SMITH, SAMUEL KIT		00121	1,005.85					1,005.85
	Board of Equalization		00121	3,122.50					3,122.50
32419	HUNTER SECURITY INC	251 6265112	00140	25.00					25.00
66357	WASTE MANAGEMENT OF AL-MOBILE		00140	145.85					145.85
78043	VAUTRIN, IRMA		00140	12.40					12.40
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00140	1.56					1.56
180360	JAYJOHN, WILMA L		00140	8.00					8.00
183823	WIGGINS, GWENDOLYN J		00140	24.80					24.80
183951	HENDERSON, KENDEL DYETT	251 978-6934	00140	120.75					120.75
184186	GRANT, GLENNA B		00140	5.76					5.76
185594	STAPLES CONTRACT & COMMERCIAL	803 333 8496	00140	85.98					85.98
191016	BAY PEST CONTROL COMPANY INC.	228 875-8908	00140	27.50	27.50				
191435	HIGGINBOTHAM, DONNA J		00140	16.00					16.00
191436	CLARK, NINA L		00140	17.60					17.60
192513	AWARD COMPANY OF AMERICA, LLC	205 872 0935	00140	50.90					50.90
	Council on Aging Fund		00140	542.10	27.50				514.60
48025	PRINT-N-PRESS	251 928 5982	00143	155.00					155.00
51009	ROBERTSDALE AUTO PARTS INC	334 9472882	00143	1,807.07					1,807.07
54037	SOUTH ALABAMA REGIONAL	334 4336541	00143	205.74					205.74
66024	WESCO DISTRIBUTION - MOBILE	251 433 4567	00143	291.60					291.60
66357	WASTE MANAGEMENT OF AL-MOBILE		00143	129.12					129.12
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00143	168.76					168.76
104310	EMPLOYMENT SCREENING SERVICE	866 8590143	00143	40.75					40.75
185084	POWER SYSTEMS OF MS	228 818 8315	00143	60.00					60.00
185594	STAPLES CONTRACT & COMMERCIAL	803 333 8496	00143	395.01	259.54-				654.55
187695	CINTAS LOCATION #211 - PURCHAS	251 443 7301	00143	120.00					120.00
	Section 18 Fund		00143	3,373.05	259.54-				3,632.59
14011	BUILDERS HARDWARE & SUPPLY CO	251 9372361PH	00144	49.76					49.76
25044	FIREHOUSE SALES & SERVICE	334 4321625	00144	572.00					572.00
40019	MOYER FORD SALES INC	334 9431661	00144	1,624.41					1,624.41
51009	ROBERTSDALE AUTO PARTS INC	334 9472882	00144	122.96					122.96
51040	ROBERTSDALE POWER EQUIPMENT		00144	332.00					332.00
54037	SOUTH ALABAMA REGIONAL	334 4336541	00144	72.74					72.74
54042	SWEAT TIRE - ROBERTSDALE		00144	120.00					120.00
66006	WRIGHTS MOTOR PARTS INC	334 9372591	00144	4.69					4.69
66024	WESCO DISTRIBUTION - MOBILE	251 433 4567	00144	476.68					476.68
66357	WASTE MANAGEMENT OF AL-MOBILE		00144	232.51					232.51
84216	W W GRAINGER - FOR PO'S	251 661-1035	00144	5,437.76					5,437.76
95628	ZEP MANUFACTURING COMPANY (PO	6482076/GREG	00144	109.14					109.14

Supplier Number	Name	Phone Number	Co	Balance Open	Aging Current	1 - 0	Over 0		
98634	MCPHERSON OIL CO INC/DBA FUELM800	2398882	00144	40.04					40.04
103114	BAY UTILITY TRAILERS INC 251	9436683	00144	235.70					235.70
136872	LOWE'S - DAPHNE	6217620	00144	331.55					331.55
162616	SWEAT TIRE - BAY MINETTE	5808473	00144	40.00					40.00
181787	SHARP ELECTRONICS CORPORATION		00144	32.84					32.84
185002	SITEONE LANDSCAPE SUPPLY HOLDI		00144	1,233.70					1,233.70
186138	GRAESTONE AGGREGATES, LLC		00144	1,076.88					1,076.88
187695	CINTAS LOCATION #211 - PURCHAS 251	443 7301	00144	360.00					360.00
191016	BAY PEST CONTROL COMPANY INC. 228	875-8908	00144	30.50	30.50				
	Parks Fund		00144	12,535.86	30.50				12,505.36
83660	ALABAMA PIPE & SUPPLY CO INC 251	6531399	00165	4,420.92					4,420.92
142501	WARRINER DIRT PIT 251	9655079HM&FAX	00165	12,064.50					12,064.50
	Gulf Mexico EnergySec Act 2006		00165	16,485.42					16,485.42
123781	REGIONS BANK CORP TRUST		00304	1,579.45					1,579.45
	Debt Service Fund		00304	1,579.45					1,579.45
14118	BALDWIN CNTY GENERAL FUND		00510	25,159.08					25,159.08
21209	DUTCHMAN'S LAWN & GARDEN 251	9437043	00510	375.99					375.99
36251	JUBILEE ACE HOME CENTER 334	9906665	00510	76.17					76.17
43932	EVANS MFG 251	6336008	00510	2,587.50					2,587.50
51009	ROBERTSDALE AUTO PARTS INC 334	9472882	00510	1,015.56	36.29-				1,051.85
54050	BAY SIDE RUBBER & PRODUCTS 251	6600902	00510	2,646.31					2,646.31
56733	SERVICEMASTER ACTION CLEANING800	943-3899	00510	1,697.00					1,697.00
57071	THOMPSON TRACTOR CO 334	6265100	00510	4,195.90	356.14-				4,552.04
84216	W W GRAINGER - FOR PO'S 251	661-1035	00510	261.00					261.00
98634	MCPHERSON OIL CO INC/DBA FUELM800	2398882	00510	282.36					282.36
104096	AL STATE DEPT OF AGRICULTURE &		00510	20.00					20.00
120432	HI-LINE - FOR PURCHASE ORDERS		00510	367.91					367.91
133591	AMERSON ROOFING INC		00510	774.00					774.00
149690	McGRIFF TIRE CO INC (PO'S ONL		00510	363.45					363.45
150578	MSC INDUSTRIAL DIRECT CO INC * 800	753-7997	00510	599.90					599.90
159767	CORE COMPUTING SOLUTIONS INC		00510	1,126.71					1,126.71
162616	SWEAT TIRE - BAY MINETTE	5808473	00510	78.00					78.00
180153	CAPITAL VOLVO TRUCK & TRAILER 251	452 0520	00510	266.00	113.60-				379.60
180999	PETROLEUM TRADERS CORPORATIO800	348-3705/1002	00510	3,122.98					3,122.98
181290	WESCO - FOLEY - PO'S 251	424 1550	00510	85.42					85.42
182059	SUNSOUTH LLC 251	943 5091	00510	484.58	193.40-				677.98
183058	BALDWIN COUNTY VICTORY POLARI251	964 2777	00510	424.99					424.99
185084	POWER SYSTEMS OF MS 228	818 8315	00510	180.00					180.00
185302	BLACKHAWK TECHNOLOGY CO 630	469 4916	00510	482.93					482.93
185645	BEARD EQUIPMENT CO - MOBILE		00510	5,240.52					5,240.52

Supplier Number	Name	Phone Number	Co	Balance Open	Aging Current	1 - 0	Over 0		
187695	CINTAS LOCATION #211 - PURCHAS 251	443 7301	00510	300.00					300.00
191016	BAY PEST CONTROL COMPANY INC. 228	875-8908	00510	92.50	92.50				
	Solid Waste Fund		00510	52,306.76	606.93-				52,913.69
14118	BALDWIN CNTY GENERAL FUND		00511	20,680.58					20,680.58
14579	BALDWIN CNTY JUDGE OF PROBATE		00511	18.00					18.00
21179	DAVISON OIL COMPANY INC 334	633-4444	00511	640.00					640.00
27242	GULF COAST TRUCK & EQUIPMENT G 334	4762744	00511	1,727.06					1,727.06
36251	JUBILEE ACE HOME CENTER 334	9906665	00511	27.06					27.06
40569	NOTARY PUBLIC UNDERWRITERS		00511	141.00					141.00
48298	POSTMARK INK 251	9281095	00511	410.99					410.99
48864	INGRAM EQUIPMENT LLC 800	7492783	00511	153.08					153.08
51009	ROBERTSDALE AUTO PARTS INC 334	9472882	00511	211.91	18.00-				229.91
54037	SOUTH ALABAMA REGIONAL 334	4336541	00511	6,859.66					6,859.66
57071	THOMPSON TRACTOR CO 334	6265100	00511	1,406.72					1,406.72
62623	EMPIRE TRUCK SALES INC 251	3300088PH	00511	3,333.75					3,333.75
65007	VULCAN SIGNS 334	9431541	00511	315.00					315.00
79396	BEHAVIORAL HEALTH SYSTEMS INC		00511	170.74					170.74
86633	ETOWAH CHEMICAL SALES & SERVIC 251	4383513**	00511	765.00					765.00
87716	LOWE'S FOLEY - 057700034	9705307	00511		124.45-				124.45
98634	MCPHERSON OIL CO INC/DBA FUELM 800	2398882	00511	368.50					368.50
107220	KEET CONSULTING SERVICES LLC 205	6209843	00511	1,300.00					1,300.00
114420	RUSH TRUCK CENTER - THEODORE 251	4597300	00511	700.00					700.00
120432	HI-LINE - FOR PURCHASE ORDERS		00511	372.45					372.45
123094	McPHERSON CO (FOR PO) 888-	8027500EXT2	00511	1,238.83					1,238.83
128080	KENWORTH OF ALABAMA (PARTS ON 251	9574000P	00511	202.99					202.99
148777	BALDWIN CNTY PROBATE COURT		00511	25.00					25.00
149690	McGRIFF TIRE CO INC (PO'S ONL		00511	6,951.37	650.00-				7,601.37
158107	KIMBALL MIDWEST - PO PO	ONLY	00511	528.90					528.90
159767	CORE COMPUTING SOLUTIONS INC		00511	3,551.59					3,551.59
162616	SWEAT TIRE - BAY MINETTE	5808473	00511	20.00					20.00
180153	CAPITAL VOLVO TRUCK & TRAILER 251	452 0520	00511	927.12					927.12
181290	WESCO - FOLEY - PO'S 251	424 1550	00511	210.01					210.01
183314	CASCADE ENGINEERING INC 203	695 1130	00511	486.83					486.83
183743	TRANSUNION RISK & ALTERNATIVE		00511	280.00					280.00
189486	GSP MARKETING INC 814	445 5866	00511	7,350.87					7,350.87
192573	BARFIELD, JOANNE E (R)		00511	30.00					30.00
192574	BRUER, JESSICA (R)		00511	42.00					42.00
192575	COOPER, JIMMIE FAYE (R)		00511	30.00					30.00
192576	DUTTON, JOHNNY & SHEILA (R)		00511	16.00					16.00
192577	FRANCIS, AMANDA K (R)		00511	30.00					30.00

Supplier					Aging				
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0		
192578	HARBISON, RITA SAMPLE (R)		00511	30.00					30.00
192579	JACKSON, LINDA ELAINE (R)		00511	32.00					32.00
192580	LAMBETH, JOE B JR (R)		00511	16.00					16.00
192581	LINN, ROBERT L (R)		00511	30.00					30.00
192582	SETZLER, DARRYL & KATHRYN (R)		00511	46.00					46.00
192583	STELZER, NICHOLAS (R)		00511	32.00					32.00
192584	TOMLINSON, JOSH (R)		00511	21.00					21.00
192604	EVANOFF, THOMAS A & KAY (R)		00511	16.00					16.00
192605	INTERIOR SHOWCASE (R)		00511	64.00					64.00
192606	WILLIAMS, ROY (R)		00511	16.00					16.00
192607	PARKER, ROBERT LEE (R)		00511	24.00					24.00
192608	NIEMEYER, CARLTON G (R)		00511	30.00					30.00
192609	INGRAHAM, RACHEL (R)		00511	63.00					63.00
192610	NORTHCUTT, MARY (R)		00511	32.00					32.00
192611	MCGIRL, TERESA M (R)		00511	16.00					16.00
192612	KING, SHAVON (R)		00511	16.00					16.00
192613	LENNING, ROBERT MICHAEL (R)		00511	32.00					32.00
192614	WEBER, TINA (R)		00511	16.00					16.00
192615	EWELL, STEPHEN (R)		00511	30.00					30.00
192616	SHEPARD, CHRISTINE R (R)		00511	32.00					32.00
192617	CLARKE, LAURA (R)		00511	21.00					21.00
192618	RUBIO KIEL (R)		00511	16.00					16.00
192619	DEARING, ROBERT & PAMELA (R)		00511	16.00					16.00
192620	BREWER, APRIL (R)		00511	16.00					16.00
192621	RUSH, PATRICIA (R)		00511	16.00					16.00
192622	ELLIS, GINGER & GERALD (R)		00511	14.00					14.00
192623	JOHNSON, DAVID (R)		00511	37.00					37.00
192624	GARDNER, TERRY J & DORIS (R)		00511	16.00					16.00
192625	LOMMEN, PHILLIP (R)		00511	16.00					16.00
192626	BORAH, MAX & PATRICIA (R)		00511	16.00					16.00
192627	HERMES, WALTER R (R)		00511	30.00					30.00
192628	MARTIN, LINDA (R)		00511	16.00					16.00
192629	HUGHES, JIM (R)		00511	16.00					16.00
192630	PEKELDER, MARIAN S (R)		00511	48.00					48.00
192631	POWELL, W ROBERT JR (R)		00511	15.60					15.60
192632	GREENE, CHERYLE D & DAVID K (R		00511	37.00					37.00
192633	HAND, MICHELE (R)		00511	16.00					16.00
192634	LISENBY, CHRISTIN & PHILLIP (R		00511	42.00					42.00
192635	HARRISON CONNIE (R)		00511	37.00					37.00
192636	HENDRIX, CHARLES D (R)		00511	16.00					16.00

Supplier Number	Name	Phone Number	Co	Balance Open	Aging Current	1 - 0	Over 0	
192637	ANDRAKA TOMASZ (R)		00511	16.00				16.00
192638	LAM GARY F (R)		00511	32.00				32.00
192639	RISK HOLDINGS, LLC (R)		00511	32.00				32.00
192640	MCRANEY MICHAEL VON (R)		00511	16.00				16.00
192641	RUNNELS, JR WILLIAM (R)		00511	42.00				42.00
192642	KELLY JAMES & JAYNE (R)		00511	16.00				16.00
192643	AGEE ALEXUS (R)		00511	16.00				16.00
	Solid Waste Collection Fund		00511	62,744.61	792.45-			63,537.06
98634	MCPHERSON OIL CO INC/DBA FUELM 800	2398882	00708	8.88				8.88
166975	TSA INC 205	7339111	00708	2,308.64				2,308.64
180573	DANA SAFETY SUPPLY INC 800	845 0045	00708	2,214.00				2,214.00
181574	O'REILLY AUTO PARTS-FIRST CALL		00708	420.19				420.19
185594	STAPLES CONTRACT & COMMERCIAL 803	333 8496	00708	599.72				599.72
	Community Corrections		00708	5,551.43				5,551.43
181821	COPY PRODUCTS COMPANY		00721	80.00				80.00
	Data Processing Fee Fund		00721	80.00				80.00
39466	KENTWOOD SPRINGS WATER	18002357873	00740	54.08				54.08
54037	SOUTH ALABAMA REGIONAL 334	4336541	00740	502.20				502.20
66029	WEST GROUP PAYMENT CENTER** 612	6877000	00740	974.83				974.83
66391	XEROX CORP		00740	182.16				182.16
180834	COX, DEANNA VICICH		00740	1,500.00				1,500.00
181809	RUFFIN, LORI G		00740	110.00				110.00
185506	SMITH, CHARLOTTE K		00740	154.00				154.00
191743	DENNISE WOLSTENHOLME		00740	1,800.00				1,800.00
	Law Library Fund		00740	5,277.27				5,277.27
54083	SOUTH ALABAMA REGIONAL 251	4336541	00741	242.31				242.31
	AAA Donations Fund		00741	242.31				242.31
10050	ALABAMA TAX ADMINISTRATION ASS		00779	750.00				750.00
183151	SHOOTS, TANZIE SLEDGE 251	625-2384	00779	331.65				331.65
184300	TAYLOR, HEATHER EMMONS 251	423-7090	00779	329.35				329.35
184720	MCREYNOLDS, CARLETTA SHEREE 330	603-4774	00779	112.00				112.00
	MV Special Training Fund		00779	1,523.00				1,523.00
186450	PARTNERS MANAGING GENERAL UNDE		00790	68,708.19				68,708.19
	Self Insurance Trust		00790	68,708.19				68,708.19
	Grand Total(s)		00790	2,061,691.38	16,699.07-			2,078,390.45

Baldwin County Commission

Agenda Action Form

File #: 20-1555, **Version:** 1 **Item #:** EA2

Meeting Type: BCC Regular Meeting
Meeting Date: 9/15/2020
Item Status: New
From: Cian Harrison, Clerk/Treasurer
Eva Cutsinger, Accounting Manager
Submitted by: Robin Benson, Accounts Payable Supervisor

ITEM TITLE
Notification of Interim Payments Approved by Clerk/Treasurer as Allowed Under Policy 8.1

STAFF RECOMMENDATION
Make the attached interim payments made by the Clerk/Treasurer totaling $3,465,888.39 (three million, four hundred sixty-five thousand, eight hundred eighty-eight dollars and thirty-nine 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
September 15, 2020

	Vendor Summary	Totals	Brief Description
1	AL STATE DEPT OF ENVIRONMENTAL MANAGEMENT	4,235.00	Permit; Hwy
2	ALABAMA CHILD SUPPORT PAYMENT CENTER	2,660.10	Payroll
3	ALABAMA INCOME TAX DIVISION	77,665.83	Payroll
4	ALABAMA LAND TITLE CO INC	896,617.62	Land Purchase from City of Bay Minette
5	ALABAMA POWER CO	76,243.67	Utilities
6	ANMT, LLC SOLO 401K TRUST	4,000.00	Excess from Land Sale
7	AT&T	144.33	Telephone
8	AUSTILL, JERE III	121.19	Land Redemptions
9	BALDWIN CNTY COMMISSION - BOOTS	192.50	Payroll
10	BALDWIN CNTY COMMISSION - DENTAL 790	12,203.50	Payroll
11	BALDWIN CNTY COMMISSION - HEALTH	472,403.00	Payroll
12	BALDWIN CNTY SHERIFF'S OFFICE	957,295.64	Payroll
13	BALDWIN COUNTY SEWER SERVICE LLC	1,507.29	Utilities
14	BALDWIN EMC	2,270.00	Utilities
15	BAY MINETTE POSTMASTER	10,165.00	Postage; Board of Registrars/Legislative
16	BLUE CROSS & BLUE SHIELD OF AL	422,745.25	Payroll
17	CANOPY INVESTMENT COMPANY LLC	121.02	Land Redemptions
18	CENTURYLINK	2,988.83	Telephone
19	COOPER, OLLIE G AND CYNTHIA N	1,957.93	Land Redemptions
20	COUNTRY LIVING ESTATES	650.00	Refund; Solid Waste
21	DEPARTMENT OF CHILDREN AND FAMILY SVC	193.84	Payroll
22	DOVES, LLC	315.19	Land Redemptions
23	FAIRHOPE, CITY OF	308.09	Utilities
24	FLEXIBLE BENEFITS	10,296.22	Payroll
25	FLORIDA, STATE OF DISBURSEMENT UNIT	149.89	Payroll
26	FRONTIER COMMUNICATIONS	14.70	Telephone
27	GUARISCO, JASON	131.00	Refund; Solid Waste
28	HANCOCK BANK	5,179.21	Credit Card
29	HAYNES, JOSHUA BYRON	9,962.99	Land Redemptions
30	IRS-TAX PAYMENT	225,830.56	Payroll
31	JIMENEZ, WAYNE	709.00	Refund; Solid Waste
32	LOXLEY, TOWN OF	110.05	Utilities
33	MALBIS, GERTRUDE C	85.20	Refund; Solid Waste
34	MCADAMS PROPERTIES	94.17	Land Redemptions
35	NATIONWIDE RETIREMENT SOLUTIONS	10,329.75	Payroll
36	NORTH BALDWIN UTILITIES	31,666.77	Utilities
37	NUVIEW IRA FBO DOUGLAS GALE	613.26	Land Redemptions
38	O'BRIEN, DANIEL	1,211.14	Payroll
39	OFFICE OF PROSECUTION SERVICES	453.94	Circuit Clerk Fees; Jul 2020
40	PAYNE, HELEN	139.00	Refund; Solid Waste
41	PEEBLES, JOHN J	208.30	Refund; Solid Waste
42	PEIRAF DEFERRED COMPENSATION	1,635.00	Payroll
43	RETIREMENT SYSTEMS OF AL	132,489.51	Payroll
44	RIVIERA UTILITIES	592.64	Utilities
45	ROBERTSDALE POSTMASTER	220.00	Postage; BRATS
46	SILVERHILL, TOWN OF	209.60	Utilities
47	SOUTHERN BIRD DOG PROPERTIES LLC	72.81	Land Redemptions
48	SOUTHERN LINC WIRELESS	2,415.59	Telephone
49	STONE CROSBY PC	46,000.00	Excess from Land Sale
50	VERIZON WIRELESS	38,013.27	Telephone
51	WISE, JODY L CIRCUIT CLERK	50.00	Payroll
	Grand Total	**3,465,888.39**	

Supplier					Aging				
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0		
10459	ALABAMA LAND TITLE CO INC		00001	896,617.62	896,617.62				
	General Fund		00001	896,617.62	896,617.62				
	Grand Total(s)		00001	896,617.62	896,617.62				

Ty	Document Number	Co.	Item	Date	Co. / G/L Class	Name / Invoice Number / Account Description	Address Number / Remark / Account Number	Payment Amount / Discount Taken	G/L Distribution	LT	PC	PI	Subledger / Type	Tax Amount
G/L Bank Account	00018481					Cash	Batch Number 2852506 Type M Date 8/25/2020		User ID 189171					
PN	9205377			8/25/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	907.62-			D			
PV	523123	00790	001	8/25/2020		42257 998 8212020	BCSO WEEKLY CLAIM 8/17-8/21/20							
						Cash	00018481		907.62-	AA				
PN	9205377			8/25/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	3,594.70-			D			
PV	523123	00790	002	8/25/2020		42257 998 8212020	BCSO WEEKLY CLAIM 8/17-8/21/20							
						Cash	00018481		3,594.70-	AA				
PN	9205377			8/25/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	268.50-			D			
PV	523123	00790	003	8/25/2020		42257 998 8212020	BCSO WEEKLY CLAIM 8/17-8/21/20							
						Cash	00018481		268.50-	AA				
PN	9205377			8/25/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	572.50-			D			
PV	523123	00790	004	8/25/2020		42257 998 8212020	BCSO WEEKLY CLAIM 8/17-8/21/20							
						Cash	00018481		572.50-	AA				
PN	9205377			8/25/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	33,301.15-			D			
PV	523123	00790	005	8/25/2020		42257 998 8212020	BCSO WEEKLY CLAIM 8/17-8/21/20							
						Cash	00018481		33,301.15-	AA				
PN	9205377			8/25/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	656.16-			D			
PV	523123	00790	006	8/25/2020		42257 998 8212020	BCSO WEEKLY CLAIM 8/17-8/21/20							
						Cash	00018481		656.16-	AA				
PN	9205378			8/25/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	1,090.40-			D			
PV	523124	00790	001	8/25/2020		42257 999 8212020	BCC WEEKLY CLAIMS 8/17-8/21/20							
						Cash	00018481		1,090.40-	AA				
PN	9205378			8/25/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	2,451.00-			D			
PV	523124	00790	002	8/25/2020		42257 999 8212020	BCC WEEKLY CLAIMS 8/17-8/21/20							

Ty	Document Payment Voucher	Co.	Item	Date Payment Voucher	Co. G/L Class	Name / Invoice Number / Account Description	Address Number / Remark / Account Number	Amounts: Payment Amount / Discount Taken	Amounts: G/L Distribution	LT	PC	PI	Subledger /Type	Tax Amount
						Cash	00018481		2,451.00-	AA				
PN	9205378			8/25/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	516.00-			D			
PV	523124	00790	003	8/25/2020		42257 999 8212020	BCC WEEKLY CLAIMS 8/17-8/21/20							
						Cash	00018481		516.00-	AA				
PN	9205378			8/25/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	486.89-			D			
PV	523124	00790	004	8/25/2020		42257 999 8212020	BCC WEEKLY CLAIMS 8/17-8/21/20							
						Cash	00018481		486.89-	AA				
PN	9205378			8/25/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	117,722.61-			D			
PV	523124	00790	005	8/25/2020		42257 999 8212020	BCC WEEKLY CLAIMS 8/17-8/21/20							
						Cash	00018481		117,722.61-	AA				
PN	9205378			8/25/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	44,589.10-			D			
PV	523124	00790	006	8/25/2020		42257 999 8212020	BCC WEEKLY CLAIMS 8/17-8/21/20							
						Cash	00018481		44,589.10-	AA				
PN	9205378			8/25/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	725.55-			D			
PV	523124	00790	007	8/25/2020		42257 999 8212020	BCC WEEKLY CLAIMS 8/17-8/21/20							
						Cash	00018481		725.55-	AA				
						Totals for Bank Account		206,882.18-	39,300.63-					
						Totals for Batch		206,882.18-	39,300.63-					
						User Total		206,882.18-	39,300.63-					
						Grand Total		206,882.18-	39,300.63-					

Ty	Document: Payment Voucher	Co.	Item	Date Payment Voucher	Co. G/L Class	Name / Invoice Number / Account Description	Address Number / Remark / Account Number	Amounts: Payment Amount / Discount Taken	Amounts: G/L Distribution	LT	PC	PI	Subledger /Type	Tax Amount
G/L Bank Account	00018481					Cash	Batch Number 2852507 Type M Date 8/25/2020		User ID 189171					
PN	9205379			8/25/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	39,400.49-			D			
PV	523125	00790	001	8/25/2020		42257-999 9012020	BCC ADMIN FEES 9/1-10/1/20							
						Cash	00018481		39,400.49-	AA				
						Totals for Bank Account		39,400.49-	39,400.49-					
						Totals for Batch		39,400.49-	39,400.49-					
						User Total		39,400.49-	39,400.49-					
						Grand Total		39,400.49-	39,400.49-					

Supplier Number	Name	Phone Number	Co	Balance Open	Aging Current	1 - 0	Over 0		
19003	NORTH BALDWIN UTILITIES		00001	28,247.14					28,247.14
51003	RIVIERA UTILITIES		00001	208.17					208.17
54257	FRONTIER COMMUNICATIONS		00001	14.70					14.70
62367	SOUTHERN LINC WIRELESS		00001	60.46					60.46
152240	VERIZON WIRELESS **		00001	17,054.29					17,054.29
	General Fund		00001	45,584.76					45,584.76
19003	NORTH BALDWIN UTILITIES		00104	85.26					85.26
48004	BAY MINETTE POSTMASTER		00104	165.00					165.00
	Legislative Del Off Fund		00104	250.26					250.26
97691	BALDWIN COUNTY SEWER SERVICE L		00109	508.94					508.94
	Animal Shelter		00109	508.94					508.94
14005	BALDWIN EMC	251 9890118	00111	622.00					622.00
51003	RIVIERA UTILITIES		00111	16.66					16.66
62367	SOUTHERN LINC WIRELESS		00111	127.69-	1,055.89-				928.20
97691	BALDWIN COUNTY SEWER SERVICE L		00111	228.90					228.90
	7 Cent Gasoline Tax Fund		00111	739.87	1,055.89-				1,795.76
19003	NORTH BALDWIN UTILITIES		00143	97.18					97.18
	Section 18 Fund		00143	97.18					97.18
10224	AL STATE DEPT OF ENVIRONMENTAL	251 4792593FAX	00144	4,235.00					4,235.00
14005	BALDWIN EMC	251 9890118	00144	879.00					879.00
19021	FAIRHOPE, CITY OF (UTILITIES)		00144	16.10					16.10
51003	RIVIERA UTILITIES		00144	254.97					254.97
62367	SOUTHERN LINC WIRELESS		00144	386.53					386.53
97691	BALDWIN COUNTY SEWER SERVICE L		00144	114.45					114.45
	Parks Fund		00144	5,886.05					5,886.05
14005	BALDWIN EMC	251 9890118	00510	114.00					114.00
62367	SOUTHERN LINC WIRELESS		00510	780.36					780.36
97691	BALDWIN COUNTY SEWER SERVICE L		00510	655.00					655.00
	Solid Waste Fund		00510	1,549.36					1,549.36
62367	SOUTHERN LINC WIRELESS		00511	1,004.08					1,004.08
192572	COUNTRY LIVING ESTATES (R)		00511	650.00					650.00
	Solid Waste Collection Fund		00511	1,654.08					1,654.08
19003	NORTH BALDWIN UTILITIES		00708	86.86					86.86
152240	VERIZON WIRELESS **		00708	513.38					513.38
	Community Corrections		00708	600.24					600.24
192220	HAYNES, JOSHUA BYRON		00725	9,962.99	9,962.99				
192290	MCADAMS PROPERTIES		00725	94.17	94.17				
192297	COOPER, OLLIE G AND CYNTHIA N		00725	1,957.93	1,957.93				
	Land Redemption Fund		00725	12,015.09	12,015.09				
43012	OFFICE OF PROSECUTION SERVICES		00760	453.94					453.94

Supplier Number	Supplier Name	Supplier Phone Number	Co	Balance Open	Aging: Current	Aging: 1 - 0	Aging: Over 0		
	District Attorney Fund		00760	453.94					453.94
	Grand Total(s)		00760	69,339.77	10,959.20				58,380.57

Supplier Number	Name	Phone Number	Co	Balance Open	Aging Current	1 - 0	Over 0		
14005	BALDWIN EMC	251 9890118	00001	210.00					210.00
	General Fund		00001	210.00					210.00
	Grand Total(s)		00001	210.00					210.00

Ty	Document Payment Voucher	Co.	Item	Date Payment Voucher	Co. G/L Class	Name / Invoice Number / Account Description	Address Number / Remark / Account Number	Payment Amount / Discount Taken	G/L Distribution	LT	PC	PI	Subledger /Type	Tax Amount
G/L Bank Account	00018481					Cash	Batch Number 2852549 Type M Date 8/27/2020		User ID		RBENSON			
PN	9205380			8/27/2020	00111	HANCOCK BANK	185975	235.96-			D			
PV	523236	00111	001	8/27/2020		JUL '20	CREDIT CARD SVCS; JUL 2020							
						Cash	00018481		235.96-	AA				
PN	9205380			8/27/2020	00111	HANCOCK BANK	185975	235.96-			D			
PV	523236	00111	002	8/27/2020		JUL '20	CREDIT CARD SVCS; JUL 2020							
						Cash	00018481		235.96-	AA				
PN	9205380			8/27/2020	00111	HANCOCK BANK	185975	10.00			D			
PV	523236	00111	003	8/27/2020		JUL '20	CREDIT CARD SVCS; JUL 2020							
						Cash	00018481		10.00	AA				
PN	9205380			8/27/2020	00111	HANCOCK BANK	185975	10.00			D			
PV	523236	00111	004	8/27/2020		JUL '20	CREDIT CARD SVCS; JUL 2020							
						Cash	00018481		10.00	AA				
PN	9205380			8/27/2020	00510	HANCOCK BANK	185975	223.00-			D			
PV	523236	00111	005	8/27/2020		JUL '20	CREDIT CARD SVCS; JUL 2020							
						Cash	00018481		223.00-	AA				
PN	9205380			8/27/2020	00001	HANCOCK BANK	185975	219.69-			D			
PV	523236	00111	006	8/27/2020		JUL '20	CREDIT CARD SVCS; JUL 2020							
						Cash	00018481		219.69-	AA				
PN	9205380			8/27/2020	00001	HANCOCK BANK	185975	133.29-			D			
PV	523236	00111	007	8/27/2020		JUL '20	CREDIT CARD SVCS; JUL 2020							
						Cash	00018481		133.29-	AA				
PN	9205380			8/27/2020	00111	HANCOCK BANK	185975	600.00-			D			
PV	523236	00111	008	8/27/2020		JUL '20	CREDIT CARD SVCS; JUL 2020							

Ty	Document: Payment Voucher	Co.	Item	Date Payment Voucher	Co. G/L Class	Name / Invoice Number / Account Description	Address Number / Remark / Account Number	Amounts: Payment Amount / Discount Taken	Amounts: G/L Distribution	LT	PC	PI	Subledger /Type	Tax Amount
						Cash	00018481		600.00-	AA				
PN	9205380			8/27/2020	00001	HANCOCK BANK	185975	559.96-			D			
PV	523236	00111	009	8/27/2020		JUL '20	CREDIT CARD SVCS; JUL 2020							
						Cash	00018481		559.96-	AA				
PN	9205380			8/27/2020	00001	HANCOCK BANK	185975	119.40-			D			
PV	523236	00111	010	8/27/2020		JUL '20	CREDIT CARD SVCS; JUL 2020							
						Cash	00018481		119.40-	AA				
PN	9205380			8/27/2020	00111	HANCOCK BANK	185975	250.00-			D			
PV	523236	00111	011	8/27/2020		JUL '20	CREDIT CARD SVCS; JUL 2020							
						Cash	00018481		250.00-	AA				
PN	9205380			8/27/2020	00111	HANCOCK BANK	185975	45.00-			D			
PV	523236	00111	012	8/27/2020		JUL '20	CREDIT CARD SVCS; JUL 2020							
						Cash	00018481		45.00-	AA				
PN	9205380			8/27/2020	00001	HANCOCK BANK	185975	400.00-			D			
PV	523236	00111	013	8/27/2020		JUL '20	CREDIT CARD SVCS; JUL 2020							
						Cash	00018481		400.00-	AA				
PN	9205380			8/27/2020	00001	HANCOCK BANK	185975	1,850.00-			D			
PV	523236	00111	014	8/27/2020		JUL '20	CREDIT CARD SVCS; JUL 2020							
						Cash	00018481		1,850.00-	AA				
PN	9205380			8/27/2020	00001	HANCOCK BANK	185975	27.55-			D			
PV	523236	00111	015	8/27/2020		JUL '20	CREDIT CARD SVCS; JUL 2020							
						Cash	00018481		27.55-	AA				
PN	9205380			8/27/2020	00001	HANCOCK BANK	185975	299.40-			D			
PV	523236	00111	016	8/27/2020		JUL '20	CREDIT CARD SVCS; JUL 2020							

Ty	Document Payment Voucher	Co.	Item	Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	Amounts Payment Amount Discount Taken	Amounts G/L Distribution	LT	PC	PI	Subledger	/Type	Tax Amount
						Cash	00018481		299.40-	AA					
							Totals for Bank Account	5,179.21-	5,179.21-						
							Totals for Batch	5,179.21-	5,179.21-						
							User Total	5,179.21-	5,179.21-						
							Grand Total	5,179.21-	5,179.21-						

Ty	Document: Payment Voucher	Co.	Item	Date Payment Voucher	Co. G/L Class	Name / Invoice Number / Account Description	Address Number / Remark / Account Number	Payment Amount / Discount Taken	G/L Distribution	LT	PC	PI	Subledger /Type	Tax Amount
G/L Bank Account	00018481					Cash	Batch Number 2852568 Type M Date 8/28/2020		User ID		RBENSON			
PN	9205381			8/28/2020	00001	BALDWIN CNTY SHERIFF'S OFFICE	10	15,428.04-			D			
PV	523349	00001	001	8/28/2020		8282020	MONTH END AP AUG FOR SEPT							
						Cash	00018481		15,428.04-	AA				
PN	9205381			8/28/2020	00001	BALDWIN CNTY SHERIFF'S OFFICE	10	7,721.60-			D			
PV	523349	00001	002	8/28/2020		8282020	MONTH END AP AUG FOR SEPT							
						Cash	00018481		7,721.60-	AA				
PN	9205381			8/28/2020	00708	BALDWIN CNTY SHERIFF'S OFFICE	10	1,326.11			D			
PV	523349	00001	003	8/28/2020		8282020	MONTH END AP AUG FOR SEPT							
						Cash	00018481		1,326.11	AA				
						Totals for Bank Account		21,823.53-	21,823.53-					
						Totals for Batch		21,823.53-	21,823.53-					
						User Total		21,823.53-	21,823.53-					
						Grand Total		21,823.53-	21,823.53-					

Ty	Document: Payment Voucher	Co.	Item	Date: Payment Voucher	Co. G/L Class	Name / Invoice Number / Account Description	Address Number / Remark / Account Number	Amounts: Payment Amount / Discount Taken	G/L Distribution	LT	PC	PI	Subledger /Type	Tax Amount
G/L Bank Account	00018481					Cash	Batch Number 2852671	Type M	Date 9/3/2020	User ID		DGBRYARS		
PN	9205382			9/1/2020	00001	ALABAMA INCOME TAX DIVISION	10365	15,123.41-				D		
T7	521459	00001	001	8/7/2020		08042013545135	37585 Payroll Taxes							
						Cash	00018481		15,123.41-	AA				
PN	9205382			9/1/2020	00103	ALABAMA INCOME TAX DIVISION	10365	49.14-				D		
T7	521460	00103	001	8/7/2020		08042013545136	37585 Payroll Taxes							
						Cash	00018481		49.14-	AA				
PN	9205382			9/1/2020	00104	ALABAMA INCOME TAX DIVISION	10365	153.92-				D		
T7	521461	00104	001	8/7/2020		08042013545137	37585 Payroll Taxes							
						Cash	00018481		153.92-	AA				
PN	9205382			9/1/2020	00105	ALABAMA INCOME TAX DIVISION	10365	1,186.98-				D		
T7	521462	00105	001	8/7/2020		08042013545138	37585 Payroll Taxes							
						Cash	00018481		1,186.98-	AA				
PN	9205382			9/1/2020	00106	ALABAMA INCOME TAX DIVISION	10365	189.32-				D		
T7	521463	00106	001	8/7/2020		08042013545139	37585 Payroll Taxes							
						Cash	00018481		189.32-	AA				
PN	9205382			9/1/2020	00109	ALABAMA INCOME TAX DIVISION	10365	506.50-				D		
T7	521465	00109	001	8/7/2020		08042013545140	37585 Payroll Taxes							
						Cash	00018481		506.50-	AA				
PN	9205382			9/1/2020	00111	ALABAMA INCOME TAX DIVISION	10365	8,861.62-				D		
T7	521466	00111	001	8/7/2020		08042013545141	37585 Payroll Taxes							
						Cash	00018481		8,861.62-	AA				
PN	9205382			9/1/2020	00120	ALABAMA INCOME TAX DIVISION	10365	2,833.71-				D		
T7	521467	00120	001	8/7/2020		08042013545142	37585 Payroll Taxes							

Ty	Document Payment Voucher	Co.	Item	Date Payment Voucher	Co. G/L Class	Name / Invoice Number / Account Description	Address Number / Remark / Account Number	Amounts: Payment Amount / Discount Taken	Amounts: G/L Distribution	LT	PC	PI	Subledger /Type	Tax Amount
						Cash	00018481		2,833.71-	AA				
PN	9205382			9/1/2020	00140	ALABAMA INCOME TAX DIVISION	10365	442.34-			D			
T7	521468	00140	001	8/7/2020		08042013545143	37585 Payroll Taxes							
						Cash	00018481		442.34-	AA				
PN	9205382			9/1/2020	00143	ALABAMA INCOME TAX DIVISION	10365	1,614.90-			D			
T7	521469	00143	001	8/7/2020		08042013545144	37585 Payroll Taxes							
						Cash	00018481		1,614.90-	AA				
PN	9205382			9/1/2020	00144	ALABAMA INCOME TAX DIVISION	10365	845.73-			D			
T7	521470	00144	001	8/7/2020		08042013545145	37585 Payroll Taxes							
						Cash	00018481		845.73-	AA				
PN	9205382			9/1/2020	00146	ALABAMA INCOME TAX DIVISION	10365	124.93-			D			
T7	521471	00146	001	8/7/2020		08042013545146	37585 Payroll Taxes							
						Cash	00018481		124.93-	AA				
PN	9205382			9/1/2020	00510	ALABAMA INCOME TAX DIVISION	10365	2,715.21-			D			
T7	521472	00510	001	8/7/2020		08042013545147	37585 Payroll Taxes							
						Cash	00018481		2,715.21-	AA				
PN	9205382			9/1/2020	00511	ALABAMA INCOME TAX DIVISION	10365	3,606.62-			D			
T7	521473	00511	001	8/7/2020		08042013545148	37585 Payroll Taxes							
						Cash	00018481		3,606.62-	AA				
PN	9205382			9/1/2020	00740	ALABAMA INCOME TAX DIVISION	10365	29.54-			D			
T7	521474	00740	001	8/7/2020		08042013545149	37585 Payroll Taxes							
						Cash	00018481		29.54-	AA				
PN	9205382			9/1/2020	00001	ALABAMA INCOME TAX DIVISION	10365	1,484.31-			D			
T7	522030	00001	001	8/14/2020		0812201235573	37585 Payroll Taxes							

Ty	Document Payment Voucher	Co.	Item	Date Payment Voucher	Co. G/L Class	Name / Invoice Number / Account Description	Address Number / Remark / Account Number	Amounts: Payment Amount / Discount Taken	Amounts: G/L Distribution	LT	PC	PI	Subledger /Type	Tax Amount
						Cash	00018481		1,484.31-	AA				
PN	9205382			9/1/2020	00001	ALABAMA INCOME TAX DIVISION	10365	14,930.08-			D			
T7	522573	00001	001	8/21/2020		0818209184535	37585 Payroll Taxes							
						Cash	00018481		14,930.08-	AA				
PN	9205382			9/1/2020	00103	ALABAMA INCOME TAX DIVISION	10365	49.14-			D			
T7	522574	00103	001	8/21/2020		0818209184536	37585 Payroll Taxes							
						Cash	00018481		49.14-	AA				
PN	9205382			9/1/2020	00104	ALABAMA INCOME TAX DIVISION	10365	153.92-			D			
T7	522575	00104	001	8/21/2020		0818209184537	37585 Payroll Taxes							
						Cash	00018481		153.92-	AA				
PN	9205382			9/1/2020	00105	ALABAMA INCOME TAX DIVISION	10365	1,039.08-			D			
T7	522576	00105	001	8/21/2020		0818209184538	37585 Payroll Taxes							
						Cash	00018481		1,039.08-	AA				
PN	9205382			9/1/2020	00106	ALABAMA INCOME TAX DIVISION	10365	181.76-			D			
T7	522577	00106	001	8/21/2020		0818209184539	37585 Payroll Taxes							
						Cash	00018481		181.76-	AA				
PN	9205382			9/1/2020	00109	ALABAMA INCOME TAX DIVISION	10365	505.03-			D			
T7	522579	00109	001	8/21/2020		0818209184540	37585 Payroll Taxes							
						Cash	00018481		505.03-	AA				
PN	9205382			9/1/2020	00111	ALABAMA INCOME TAX DIVISION	10365	8,939.55-			D			
T7	522580	00111	001	8/21/2020		0818209184541	37585 Payroll Taxes							
						Cash	00018481		8,939.55-	AA				
PN	9205382			9/1/2020	00120	ALABAMA INCOME TAX DIVISION	10365	2,845.05-			D			
T7	522581	00120	001	8/21/2020		0818209184542	37585 Payroll Taxes							

Ty	Document Payment Voucher	Co.	Item	Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	Amounts Payment Amount Discount Taken	Amounts G/L Distribution	LT	PC	PI	Subledger /Type	Tax Amount
						Cash	00018481		2,845.05-	AA				
PN	9205382			9/1/2020	00140	ALABAMA INCOME TAX DIVISION	10365	443.07-			D			
T7	522582	00140	001	8/21/2020		0818209184543	37585 Payroll Taxes							
						Cash	00018481		443.07-	AA				
PN	9205382			9/1/2020	00143	ALABAMA INCOME TAX DIVISION	10365	1,549.24-			D			
T7	522583	00143	001	8/21/2020		0818209184544	37585 Payroll Taxes							
						Cash	00018481		1,549.24-	AA				
PN	9205382			9/1/2020	00144	ALABAMA INCOME TAX DIVISION	10365	837.11-			D			
T7	522584	00144	001	8/21/2020		0818209184545	37585 Payroll Taxes							
						Cash	00018481		837.11-	AA				
PN	9205382			9/1/2020	00146	ALABAMA INCOME TAX DIVISION	10365	124.93-			D			
T7	522585	00146	001	8/21/2020		0818209184546	37585 Payroll Taxes							
						Cash	00018481		124.93-	AA				
PN	9205382			9/1/2020	00510	ALABAMA INCOME TAX DIVISION	10365	2,640.59-			D			
T7	522586	00510	001	8/21/2020		0818209184547	37585 Payroll Taxes							
						Cash	00018481		2,640.59-	AA				
PN	9205382			9/1/2020	00511	ALABAMA INCOME TAX DIVISION	10365	3,629.56-			D			
T7	522587	00511	001	8/21/2020		0818209184548	37585 Payroll Taxes							
						Cash	00018481		3,629.56-	AA				
PN	9205382			9/1/2020	00740	ALABAMA INCOME TAX DIVISION	10365	29.54-			D			
T7	522588	00740	001	8/21/2020		0818209184549	37585 Payroll Taxes							
						Cash	00018481		29.54-	AA				
						Totals for Bank Account		77,665.83-	77,665.83-					

Document: Ty	Payment Voucher	Co.	Item	Date Payment	Voucher	Co. G/L Class	Name / Invoice Number / Account Description	Address Number / Remark / Account Number	Amounts: Payment Amount / Discount Taken	G/L Distribution	LT	PC	PI	Subledger	/Type	Tax Amount
								Totals for Batch	77,665.83-	77,665.83-						
								User Total	77,665.83-	77,665.83-						
								Grand Total	77,665.83-	77,665.83-						

Ty	Document Payment Voucher	Co.	Item	Date Payment Voucher	Co. G/L Class	Name / Invoice Number / Account Description	Address Number / Remark / Account Number	Payment Amount / Discount Taken	G/L Distribution	LT	PC	PI	Subledger /Type	Tax Amount
G/L Bank Account	00018481					Cash	Batch Number 2852613	Type M	Date 9/1/2020	User ID		DGBRYARS		
PN	9205383			9/4/2020	00001	IRS-TAX PAYMENT	54188	31,060.58-			D			
T7	523425	00001	001	9/4/2020		09012095847106	636001408 Payroll Taxes							
						Cash	00018481		31,060.58-	AA				
PN	9205383			9/4/2020	00001	IRS-TAX PAYMENT	54188	58,575.04-			D			
T7	523426	00001	001	9/4/2020		09012095847107	636001408 Payroll Taxes							
						Cash	00018481		58,575.04-	AA				
PN	9205383			9/4/2020	00103	IRS-TAX PAYMENT	54188	124.24-			D			
T7	523427	00103	001	9/4/2020		09012095847108	636001408 Payroll Taxes							
						Cash	00018481		124.24-	AA				
PN	9205383			9/4/2020	00103	IRS-TAX PAYMENT	54188	211.26-			D			
T7	523428	00103	001	9/4/2020		09012095847109	636001408 Payroll Taxes							
						Cash	00018481		211.26-	AA				
PN	9205383			9/4/2020	00104	IRS-TAX PAYMENT	54188	315.37-			D			
T7	523430	00104	001	9/4/2020		09012095847110	636001408 Payroll Taxes							
						Cash	00018481		315.37-	AA				
PN	9205383			9/4/2020	00104	IRS-TAX PAYMENT	54188	639.42-			D			
T7	523431	00104	001	9/4/2020		09012095847111	636001408 Payroll Taxes							
						Cash	00018481		639.42-	AA				
PN	9205383			9/4/2020	00105	IRS-TAX PAYMENT	54188	1,720.24-			D			
T7	523432	00105	001	9/4/2020		09012095847112	636001408 Payroll Taxes							
						Cash	00018481		1,720.24-	AA				
PN	9205383			9/4/2020	00105	IRS-TAX PAYMENT	54188	3,827.38-			D			
T7	523433	00105	001	9/4/2020		09012095847113	636001408 Payroll Taxes							

Ty	Document Payment Voucher	Co.	Item	Date Payment Voucher	Co. G/L Class	Name / Invoice Number / Account Description	Address Number / Remark / Account Number	Amounts: Payment Amount / Discount Taken	Amounts: G/L Distribution	LT	PC	PI	Subledger /Type	Tax Amount
						Cash	00018481		3,827.38-	AA				
PN	9205383			9/4/2020	00106	IRS-TAX PAYMENT	54188	125.10-			D			
T7	523434	00106	001	9/4/2020		09012095847114	636001408 Payroll Taxes							
						Cash	00018481		125.10-	AA				
PN	9205383			9/4/2020	00106	IRS-TAX PAYMENT	54188	712.48-			D			
T7	523435	00106	001	9/4/2020		09012095847115	636001408 Payroll Taxes							
						Cash	00018481		712.48-	AA				
PN	9205383			9/4/2020	00109	IRS-TAX PAYMENT	54188	893.58-			D			
T7	523436	00109	001	9/4/2020		09012095847116	636001408 Payroll Taxes							
						Cash	00018481		893.58-	AA				
PN	9205383			9/4/2020	00109	IRS-TAX PAYMENT	54188	2,209.68-			D			
T7	523437	00109	001	9/4/2020		09012095847117	636001408 Payroll Taxes							
						Cash	00018481		2,209.68-	AA				
PN	9205383			9/4/2020	00111	IRS-TAX PAYMENT	54188	17,496.07-			D			
T7	523438	00111	001	9/4/2020		09012095847118	636001408 Payroll Taxes							
						Cash	00018481		17,496.07-	AA				
PN	9205383			9/4/2020	00111	IRS-TAX PAYMENT	54188	35,793.42-			D			
T7	523439	00111	001	9/4/2020		09012095847119	636001408 Payroll Taxes							
						Cash	00018481		35,793.42-	AA				
PN	9205383			9/4/2020	00120	IRS-TAX PAYMENT	54188	5,330.56-			D			
T7	523441	00120	001	9/4/2020		09012095847120	636001408 Payroll Taxes							
						Cash	00018481		5,330.56-	AA				
PN	9205383			9/4/2020	00120	IRS-TAX PAYMENT	54188	11,108.12-			D			
T7	523442	00120	001	9/4/2020		09012095847121	636001408 Payroll Taxes							

Ty	Document Payment Voucher	Co.	Item	Date Payment Voucher	Co. G/L Class	Name / Invoice Number / Account Description	Address Number / Remark / Account Number	Amounts: Payment Amount / Discount Taken	Amounts: G/L Distribution	LT	PC	PI	Subledger /Type	Tax Amount
						Cash	00018481		11,108.12-	AA				
PN	9205383			9/4/2020	00140	IRS-TAX PAYMENT	54188	803.94-			D			
T7	523443	00140	001	9/4/2020		09012095847122	636001408 Payroll Taxes							
						Cash	00018481		803.94-	AA				
PN	9205383			9/4/2020	00140	IRS-TAX PAYMENT	54188	1,854.78-			D			
T7	523444	00140	001	9/4/2020		09012095847123	636001408 Payroll Taxes							
						Cash	00018481		1,854.78-	AA				
PN	9205383			9/4/2020	00143	IRS-TAX PAYMENT	54188	2,785.06-			D			
T7	523445	00143	001	9/4/2020		09012095847124	636001408 Payroll Taxes							
						Cash	00018481		2,785.06-	AA				
PN	9205383			9/4/2020	00143	IRS-TAX PAYMENT	54188	6,888.54-			D			
T7	523446	00143	001	9/4/2020		09012095847125	636001408 Payroll Taxes							
						Cash	00018481		6,888.54-	AA				
PN	9205383			9/4/2020	00144	IRS-TAX PAYMENT	54188	1,482.75-			D			
T7	523447	00144	001	9/4/2020		09012095847126	636001408 Payroll Taxes							
						Cash	00018481		1,482.75-	AA				
PN	9205383			9/4/2020	00144	IRS-TAX PAYMENT	54188	3,818.74-			D			
T7	523448	00144	001	9/4/2020		09012095847127	636001408 Payroll Taxes							
						Cash	00018481		3,818.74-	AA				
PN	9205383			9/4/2020	00146	IRS-TAX PAYMENT	54188	280.31-			D			
T7	523449	00146	001	9/4/2020		09012095847128	636001408 Payroll Taxes							
						Cash	00018481		280.31-	AA				
PN	9205383			9/4/2020	00146	IRS-TAX PAYMENT	54188	481.38-			D			
T7	523450	00146	001	9/4/2020		09012095847129	636001408 Payroll Taxes							

Ty	Document Payment Voucher	Co.	Item	Date Payment Voucher	Co. G/L Class	Name / Invoice Number / Account Description	Address Number / Remark / Account Number	Amounts: Payment Amount / Discount Taken	Amounts: G/L Distribution	LT	PC	PI	Subledger /Type	Tax Amount
						Cash	00018481		481.38-	AA				
PN	9205383			9/4/2020	00510	IRS-TAX PAYMENT	54188	5,861.53-			D			
T7	523452	00510	001	9/4/2020		09012095847130	636001408 Payroll Taxes							
						Cash	00018481		5,861.53-	AA				
PN	9205383			9/4/2020	00510	IRS-TAX PAYMENT	54188	10,797.46-			D			
T7	523453	00510	001	9/4/2020		09012095847131	636001408 Payroll Taxes							
						Cash	00018481		10,797.46-	AA				
PN	9205383			9/4/2020	00511	IRS-TAX PAYMENT	54188	6,054.48-			D			
T7	523454	00511	001	9/4/2020		09012095847132	636001408 Payroll Taxes							
						Cash	00018481		6,054.48-	AA				
PN	9205383			9/4/2020	00511	IRS-TAX PAYMENT	54188	14,366.06-			D			
T7	523455	00511	001	9/4/2020		09012095847133	636001408 Payroll Taxes							
						Cash	00018481		14,366.06-	AA				
PN	9205383			9/4/2020	00740	IRS-TAX PAYMENT	54188	51.73-			D			
T7	523456	00740	001	9/4/2020		09012095847134	636001408 Payroll Taxes							
						Cash	00018481		51.73-	AA				
PN	9205383			9/4/2020	00740	IRS-TAX PAYMENT	54188	161.26-			D			
T7	523457	00740	001	9/4/2020		09012095847135	636001408 Payroll Taxes							
						Cash	00018481		161.26-	AA				
							Totals for Bank Account	225,830.56-	225,830.56-					
							Totals for Batch	225,830.56-	225,830.56-					
							User Total	225,830.56-	225,830.56-					

Ty	Document Payment Voucher	Co.	Item	Date Payment Voucher	Co. G/L Class	Name / Invoice Number / Account Description	Address Number / Remark / Account Number	Payment Amount / Discount Taken	G/L Distribution	LT	PC	PI	Subledger /Type	Tax Amount
G/L Bank Account	00018481					Cash	Batch Number 2852620 Type M Date 9/1/2020		User ID DGBRYARS					
PN	9205384			9/1/2020	00146	RETIREMENT SYSTEMS OF AL	51059	419.36-			D			
T7	523419	00146	001	9/4/2020		09012095847100	RSA AP PR 08302020							
						Cash	00018481		419.36-	AA				
PN	9205384			9/1/2020	00510	RETIREMENT SYSTEMS OF AL	51059	5,925.58-			D			
T7	523420	00510	001	9/4/2020		09012095847101	RSA AP PR 08302020							
						Cash	00018481		5,925.58-	AA				
PN	9205384			9/1/2020	00510	RETIREMENT SYSTEMS OF AL	51059	2,820.24-			D			
T7	523421	00510	001	9/4/2020		09012095847102	RSA AP PR 08302020							
						Cash	00018481		2,820.24-	AA				
PN	9205384			9/1/2020	00511	RETIREMENT SYSTEMS OF AL	51059	7,664.07-			D			
T7	523422	00511	001	9/4/2020		09012095847103	RSA AP PR 08302020							
						Cash	00018481		7,664.07-	AA				
PN	9205384			9/1/2020	00511	RETIREMENT SYSTEMS OF AL	51059	4,834.12-			D			
T7	523423	00511	001	9/4/2020		09012095847104	RSA AP PR 08302020							
						Cash	00018481		4,834.12-	AA				
PN	9205384			9/1/2020	00740	RETIREMENT SYSTEMS OF AL	51059	140.18-			D			
T7	523424	00740	001	9/4/2020		09012095847105	RSA AP PR 08302020							
						Cash	00018481		140.18-	AA				
PN	9205384			9/1/2020	00001	RETIREMENT SYSTEMS OF AL	51059	37,562.17-			D			
T7	523655	00001	001	9/4/2020		0901209584779	RSA AP PR 08302020							
						Cash	00018481		37,562.17-	AA				
PN	9205384			9/1/2020	00001	RETIREMENT SYSTEMS OF AL	51059	14,381.21-			D			
T7	523657	00001	001	9/4/2020		0901209584780	RSA AP PR 08302020							

Ty	Document Payment Voucher	Co.	Item	Date Payment Voucher	Co. G/L Class	Name / Invoice Number / Account Description	Address Number / Remark / Account Number	Amounts: Payment Amount / Discount Taken	Amounts: G/L Distribution	LT	PC	PI	Subledger /Type	Tax Amount
						Cash	00018481		14,381.21-	AA				
PN	9205384			9/1/2020	00103	RETIREMENT SYSTEMS OF AL	51059	188.19-			D			
T7	523658	00103	001	9/4/2020		0901209584781	RSA AP PR 08302020							
						Cash	00018481		188.19-	AA				
PN	9205384			9/1/2020	00104	RETIREMENT SYSTEMS OF AL	51059	169.58-			D			
T7	523659	00104	001	9/4/2020		0901209584782	RSA AP PR 08302020							
						Cash	00018481		169.58-	AA				
PN	9205384			9/1/2020	00104	RETIREMENT SYSTEMS OF AL	51059	369.74-			D			
T7	523660	00104	001	9/4/2020		0901209584783	RSA AP PR 08302020							
						Cash	00018481		369.74-	AA				
PN	9205384			9/1/2020	00105	RETIREMENT SYSTEMS OF AL	51059	2,759.53-			D			
T7	523661	00105	001	9/4/2020		0901209584784	RSA AP PR 08302020							
						Cash	00018481		2,759.53-	AA				
PN	9205384			9/1/2020	00105	RETIREMENT SYSTEMS OF AL	51059	820.54-			D			
T7	523662	00105	001	9/4/2020		0901209584785	RSA AP PR 08302020							
						Cash	00018481		820.54-	AA				
PN	9205384			9/1/2020	00106	RETIREMENT SYSTEMS OF AL	51059	367.03-			D			
T7	523663	00106	001	9/4/2020		0901209584786	RSA AP PR 08302020							
						Cash	00018481		367.03-	AA				
PN	9205384			9/1/2020	00106	RETIREMENT SYSTEMS OF AL	51059	288.86-			D			
T7	523664	00106	001	9/4/2020		0901209584787	RSA AP PR 08302020							
						Cash	00018481		288.86-	AA				
PN	9205384			9/1/2020	00109	RETIREMENT SYSTEMS OF AL	51059	396.78-			D			
T7	523665	00109	001	9/4/2020		0901209584788	RSA AP PR 08302020							

Ty	Document Payment Voucher	Co.	Item	Date Payment Voucher	Co. G/L Class	Name / Invoice Number / Account Description	Address Number / Remark / Account Number	Amounts: Payment Amount / Discount Taken	Amounts: G/L Distribution	LT	PC	PI	Subledger /Type	Tax Amount
						Cash	00018481		396.78-	AA				
PN	9205384			9/1/2020	00109	RETIREMENT SYSTEMS OF AL	51059	1,382.85-			D			
T7	523666	00109	001	9/4/2020		0901209584789	RSA AP PR 08302020							
						Cash	00018481		1,382.85-	AA				
PN	9205384			9/1/2020	00111	RETIREMENT SYSTEMS OF AL	51059	20,165.69-			D			
T7	523668	00111	001	9/4/2020		0901209584790	RSA AP PR 08302020							
						Cash	00018481		20,165.69-	AA				
PN	9205384			9/1/2020	00111	RETIREMENT SYSTEMS OF AL	51059	11,387.22-			D			
T7	523669	00111	001	9/4/2020		0901209584791	RSA AP PR 08302020							
						Cash	00018481		11,387.22-	AA				
PN	9205384			9/1/2020	00120	RETIREMENT SYSTEMS OF AL	51059	6,964.16-			D			
T7	523670	00120	001	9/4/2020		0901209584792	RSA AP PR 08302020							
						Cash	00018481		6,964.16-	AA				
PN	9205384			9/1/2020	00120	RETIREMENT SYSTEMS OF AL	51059	2,858.83-			D			
T7	523671	00120	001	9/4/2020		0901209584793	RSA AP PR 08302020							
						Cash	00018481		2,858.83-	AA				
PN	9205384			9/1/2020	00140	RETIREMENT SYSTEMS OF AL	51059	1,519.30-			D			
T7	523672	00140	001	9/4/2020		0901209584794	RSA AP PR 08302020							
						Cash	00018481		1,519.30-	AA				
PN	9205384			9/1/2020	00140	RETIREMENT SYSTEMS OF AL	51059	202.96-			D			
T7	523673	00140	001	9/4/2020		0901209584795	RSA AP PR 08302020							
						Cash	00018481		202.96-	AA				
PN	9205384			9/1/2020	00143	RETIREMENT SYSTEMS OF AL	51059	3,190.37-			D			
T7	523674	00143	001	9/4/2020		0901209584796	RSA AP PR 08302020							

Ty	Document: Payment Voucher	Co.	Item	Date Payment Voucher	Co. G/L Class	Name / Invoice Number / Account Description	Address Number / Remark / Account Number	Amounts: Payment Amount / Discount Taken	Amounts: G/L Distribution	LT	PC	PI	Subledger /Type	Tax Amount
						Cash	00018481		3,190.37-	AA				
PN	9205384			9/1/2020	00143	RETIREMENT SYSTEMS OF AL	51059	2,522.89-			D			
T7	523675	00143	001	9/4/2020		0901209584797	RSA AP PR 08302020							
						Cash	00018481		2,522.89-	AA				
PN	9205384			9/1/2020	00144	RETIREMENT SYSTEMS OF AL	51059	1,739.48-			D			
T7	523676	00144	001	9/4/2020		0901209584798	RSA AP PR 08302020							
						Cash	00018481		1,739.48-	AA				
PN	9205384			9/1/2020	00144	RETIREMENT SYSTEMS OF AL	51059	1,448.91-			D			
T7	523677	00144	001	9/4/2020		0901209584799	RSA AP PR 08302020							
						Cash	00018481		1,448.91-	AA				
PN	9205384			9/1/2020	00001	RETIREMENT SYSTEMS OF AL	51059	.33			D			
PD	523738	00001	001	9/1/2020		09012020	ADJUSTMENT							
						Cash	00018481		.33	AA				
							Totals for Bank Account	132,489.51-	132,489.51-					
							Totals for Batch	132,489.51-	132,489.51-					
							User Total	132,489.51-	132,489.51-					
							Grand Total	132,489.51-	132,489.51-					

Ty	Document: Payment Voucher	Co.	Item	Date Payment Voucher	Co. G/L Class	Name / Invoice Number / Account Description	Address Number / Remark / Account Number	Payment Amount / Discount Taken	G/L Distribution	LT	PC	PI	Subledger /Type	Tax Amount
G/L Bank Account	00018481					Cash	Batch Number 2852623 Type M Date 9/1/2020		User ID		DGBRYARS			
PN	9205385			9/1/2020	00001	C/O RETIREMENT SYSTEMS OF AL	8889	1,200.00-			D			
T7	523484	00001	001	9/4/2020		0901209584716	RSA1 BW AP PR 08302020							
						Cash	00018481		1,200.00-	AA				
PN	9205385			9/1/2020	00105	C/O RETIREMENT SYSTEMS OF AL	8889	20.00-			D			
T7	523495	00105	001	9/4/2020		0901209584717	RSA1 BW AP PR 08302020							
						Cash	00018481		20.00-	AA				
PN	9205385			9/1/2020	00120	C/O RETIREMENT SYSTEMS OF AL	8889	90.00-			D			
T7	523506	00120	001	9/4/2020		0901209584718	RSA1 BW AP PR 08302020							
						Cash	00018481		90.00-	AA				
PN	9205385			9/1/2020	00140	C/O RETIREMENT SYSTEMS OF AL	8889	215.00-			D			
T7	523517	00140	001	9/4/2020		0901209584719	RSA1 BW AP PR 08302020							
						Cash	00018481		215.00-	AA				
PN	9205385			9/1/2020	00143	C/O RETIREMENT SYSTEMS OF AL	8889	25.00-			D			
T7	523529	00143	001	9/4/2020		0901209584720	RSA1 BW AP PR 08302020							
						Cash	00018481		25.00-	AA				
PN	9205385			9/1/2020	00146	C/O RETIREMENT SYSTEMS OF AL	8889	25.00-			D			
T7	523540	00146	001	9/4/2020		0901209584721	RSA1 BW AP PR 08302020							
						Cash	00018481		25.00-	AA				
PN	9205385			9/1/2020	00510	C/O RETIREMENT SYSTEMS OF AL	8889	10.00-			D			
T7	523551	00510	001	9/4/2020		0901209584722	RSA1 BW AP PR 08302020							
						Cash	00018481		10.00-	AA				
PN	9205385			9/1/2020	00511	C/O RETIREMENT SYSTEMS OF AL	8889	50.00-			D			
T7	523562	00511	001	9/4/2020		0901209584723	RSA1 BW AP PR 08302020							

Ty	Document Payment Voucher	Co.	Item	Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	Amounts Payment Amount Discount Taken	Amounts G/L Distribution	LT	PC	PI	Subledger	/Type	Tax Amount
						Cash	00018481		50.00-	AA					
							Totals for Bank Account	1,635.00-	1,635.00-						
							Totals for Batch	1,635.00-	1,635.00-						
							User Total	1,635.00-	1,635.00-						
							Grand Total	1,635.00-	1,635.00-						

Supplier Number	Name	Phone Number	Co	Balance Open	Aging Current	1 - 0	Over 0		
717	FLEXIBLE BENEFITS 251	9370264	00001	4,709.64	4,709.64				
40627	NATIONWIDE RETIREMENT SOLUTION		00001	3,402.25	3,402.25				
94828	ALABAMA CHILD SUPPORT PAYMENT		00001	577.85	577.85				
112221	WISE, JODY L CIRCUIT CLERK		00001	50.00	50.00				
180373	BALDWIN CNTY COMMISSION - DENT		00001	4,470.00	4,470.00				
184047	O'BRIEN, DANIEL		00001	368.30	368.30				
186456	BALDWIN CNTY COMMISSION - HEAL		00001	169,289.00	169,289.00				
188062	BALDWIN CNTY COMMISSION - BOOT		00001	7.50	7.50				
	General Fund		00001	182,874.54	182,874.54				
40627	NATIONWIDE RETIREMENT SOLUTION		00103	30.00	30.00				
180373	BALDWIN CNTY COMMISSION - DENT		00103	34.00	34.00				
186456	BALDWIN CNTY COMMISSION - HEAL		00103	1,240.00	1,240.00				
	County Transportation Fund		00103	1,304.00	1,304.00				
180373	BALDWIN CNTY COMMISSION - DENT		00104	57.00	57.00				
186456	BALDWIN CNTY COMMISSION - HEAL		00104	2,273.00	2,273.00				
	Legislative Del Off Fund		00104	2,330.00	2,330.00				
717	FLEXIBLE BENEFITS 251	9370264	00105	167.14	167.14				
40627	NATIONWIDE RETIREMENT SOLUTION		00105	128.00	128.00				
94828	ALABAMA CHILD SUPPORT PAYMENT		00105	438.46	438.46				
148216	FLORIDA, STATE OF DISBURSEMENT		00105	149.89	149.89				
180373	BALDWIN CNTY COMMISSION - DENT		00105	383.50	383.50				
186456	BALDWIN CNTY COMMISSION - HEAL		00105	14,664.00	14,664.00				
	Juvenile Detention Fac Fund		00105	15,930.99	15,930.99				
717	FLEXIBLE BENEFITS 251	9370264	00106	79.17	79.17				
180373	BALDWIN CNTY COMMISSION - DENT		00106	88.00	88.00				
184047	O'BRIEN, DANIEL		00106	253.00	253.00				
186456	BALDWIN CNTY COMMISSION - HEAL		00106	2,959.00	2,959.00				
	Baldwin Co Archives Fund		00106	3,379.17	3,379.17				
717	FLEXIBLE BENEFITS 251	9370264	00109	12.50	12.50				
40627	NATIONWIDE RETIREMENT SOLUTION		00109	125.00	125.00				
180373	BALDWIN CNTY COMMISSION - DENT		00109	159.50	159.50				
186456	BALDWIN CNTY COMMISSION - HEAL		00109	6,133.00	6,133.00				
	Animal Shelter		00109	6,430.00	6,430.00				
717	FLEXIBLE BENEFITS 251	9370264	00111	1,909.09	1,909.09				
40627	NATIONWIDE RETIREMENT SOLUTION		00111	4,945.00	4,945.00				
94828	ALABAMA CHILD SUPPORT PAYMENT		00111	724.87	724.87				
180373	BALDWIN CNTY COMMISSION - DENT		00111	2,865.50	2,865.50				
186456	BALDWIN CNTY COMMISSION - HEAL		00111	116,271.00	116,271.00				
188062	BALDWIN CNTY COMMISSION - BOOT		00111	45.00	45.00				
189015	DEPARTMENT OF CHILDREN AND FAM		00111	193.84	193.84				

Supplier Number	Supplier Name	Phone Number	Co	Balance Open	Aging Current	1 - 0	Over 0		
	7 Cent Gasoline Tax Fund		00111	126,954.30	126,954.30				
717	FLEXIBLE BENEFITS	251 9370264	00120	946.68	946.68				
40627	NATIONWIDE RETIREMENT SOLUTION		00120	930.00	930.00				
180373	BALDWIN CNTY COMMISSION - DENT		00120	815.50	815.50				
184047	O'BRIEN, DANIEL		00120	337.84	337.84				
186456	BALDWIN CNTY COMMISSION - HEAL		00120	32,785.00	32,785.00				
	Reappraisal Fund		00120	35,815.02	35,815.02				
717	FLEXIBLE BENEFITS	251 9370264	00140	214.60	214.60				
180373	BALDWIN CNTY COMMISSION - DENT		00140	244.00	244.00				
186456	BALDWIN CNTY COMMISSION - HEAL		00140	8,488.00	8,488.00				
	Council on Aging Fund		00140	8,946.60	8,946.60				
717	FLEXIBLE BENEFITS	251 9370264	00143	543.79	543.79				
40627	NATIONWIDE RETIREMENT SOLUTION		00143	160.00	160.00				
180373	BALDWIN CNTY COMMISSION - DENT		00143	726.50	726.50				
186456	BALDWIN CNTY COMMISSION - HEAL		00143	25,272.00	25,272.00				
188062	BALDWIN CNTY COMMISSION - BOOT		00143	10.00	10.00				
	Section 18 Fund		00143	26,712.29	26,712.29				
717	FLEXIBLE BENEFITS	251 9370264	00144	20.84	20.84				
40627	NATIONWIDE RETIREMENT SOLUTION		00144	135.00	135.00				
94828	ALABAMA CHILD SUPPORT PAYMENT		00144	222.92	222.92				
180373	BALDWIN CNTY COMMISSION - DENT		00144	301.50	301.50				
186456	BALDWIN CNTY COMMISSION - HEAL		00144	12,575.00	12,575.00				
188062	BALDWIN CNTY COMMISSION - BOOT		00144	80.00	80.00				
	Parks Fund		00144	13,335.26	13,335.26				
717	FLEXIBLE BENEFITS	251 9370264	00146	83.34	83.34				
180373	BALDWIN CNTY COMMISSION - DENT		00146	68.00	68.00				
186456	BALDWIN CNTY COMMISSION - HEAL		00146	2,480.00	2,480.00				
	Eastern Shore Metro Planning O		00146	2,631.34	2,631.34				
717	FLEXIBLE BENEFITS	251 9370264	00510	775.64	775.64				
40627	NATIONWIDE RETIREMENT SOLUTION		00510	169.50	169.50				
180373	BALDWIN CNTY COMMISSION - DENT		00510	688.00	688.00				
184047	O'BRIEN, DANIEL		00510	252.00	252.00				
186456	BALDWIN CNTY COMMISSION - HEAL		00510	29,323.00	29,323.00				
188062	BALDWIN CNTY COMMISSION - BOOT		00510	50.00	50.00				
	Solid Waste Fund		00510	31,258.14	31,258.14				
717	FLEXIBLE BENEFITS	251 9370264	00511	833.79	833.79				
40627	NATIONWIDE RETIREMENT SOLUTION		00511	305.00	305.00				
94828	ALABAMA CHILD SUPPORT PAYMENT		00511	696.00	696.00				
180373	BALDWIN CNTY COMMISSION - DENT		00511	1,302.50	1,302.50				
186456	BALDWIN CNTY COMMISSION - HEAL		00511	48,651.00	48,651.00				

Supplier Number	Supplier Name	Supplier Phone Number	Co	Balance Open	Aging Current	Aging 1 - 0	Aging Over 0		
	Solid Waste Collection Fund		00511	51,788.29	51,788.29				
	Grand Total(s)		00511	509,689.94	509,689.94				

Ty	Document Payment Voucher	Co.	Item	Date Payment Voucher	Co. G/L Class	Name / Invoice Number / Account Description	Address Number / Remark / Account Number	Payment Amount / Discount Taken	G/L Distribution	LT	PC	PI	Subledger /Type	Tax Amount
G/L Bank Account	00018481					Cash	Batch Number 2852645 Type M Date 9/2/2020		User ID		DGBRYARS			
PN	9205386			9/2/2020	00001	BALDWIN CNTY SHERIFF'S OFFICE	10	268,996.54-			D			
PV	523860	00001	001	9/2/2020		09022020	PAYROLL; 09042020							
						Cash	00018481		268,996.54-	AA				
PN	9205386			9/2/2020	00001	BALDWIN CNTY SHERIFF'S OFFICE	10	141,169.91-			D			
PV	523860	00001	002	9/2/2020		09022020	PAYROLL; 09042020							
						Cash	00018481		141,169.91-	AA				
PN	9205386			9/2/2020	00001	BALDWIN CNTY SHERIFF'S OFFICE	10	11,330.83-			D			
PV	523860	00001	003	9/2/2020		09022020	PAYROLL; 09042020							
						Cash	00018481		11,330.83-	AA				
PN	9205386			9/2/2020	00001	BALDWIN CNTY SHERIFF'S OFFICE	10	339,345.50-			D			
PV	523860	00001	004	9/2/2020		09022020	PAYROLL; 09042020							
						Cash	00018481		339,345.50-	AA				
PN	9205386			9/2/2020	00001	BALDWIN CNTY SHERIFF'S OFFICE	10	161,167.15-			D			
PV	523860	00001	005	9/2/2020		09022020	PAYROLL; 09042020							
						Cash	00018481		161,167.15-	AA				
PN	9205386			9/2/2020	00001	BALDWIN CNTY SHERIFF'S OFFICE	10	13,462.18-			D			
PV	523860	00001	006	9/2/2020		09022020	PAYROLL; 09042020							
						Cash	00018481		13,462.18-	AA				
							Totals for Bank Account	935,472.11-	935,472.11-					
							Totals for Batch	935,472.11-	935,472.11-					
							User Total	935,472.11-	935,472.11-					

Ty	Document Payment Voucher	Co.	Item	Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	Amounts Payment Amount Discount Taken	Amounts G/L Distribution	LT	PC	PI	Subledger	/Type	Tax Amount
						Grand Total		935,472.11-	935,472.11-						

Ty	Document: Payment Voucher	Co.	Item	Date Payment Voucher	Co. G/L Class	Name / Invoice Number / Account Description	Address Number / Remark / Account Number	Payment Amount / Discount Taken	G/L Distribution	LT	PC	PI	Subledger /Type	Tax Amount
G/L Bank Account	00018481					Cash	Batch Number 2852658 Type M Date 9/3/2020		User ID 189171					
PN	9205387			9/3/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	21,037.71-			D			
PV	523958	00790	001	9/3/2020		42257-998 9012020	BCSO MONTHLY 9/1-10/1/20							
						Cash	00018481		21,037.71-	AA				
						Totals for Bank Account		21,037.71-	21,037.71-					
						Totals for Batch		21,037.71-	21,037.71-					
						User Total		21,037.71-	21,037.71-					
						Grand Total		21,037.71-	21,037.71-					

Ty	Document Payment Voucher	Co.	Item	Date Payment Voucher	Co. G/L Class	Name / Invoice Number / Account Description	Address Number / Remark / Account Number	Payment Amount / Discount Taken	G/L Distribution	LT	PC	PI	Subledger /Type	Tax Amount
G/L Bank Account	00018481					Cash	Batch Number 2852662	Type M	Date 9/3/2020	User ID	189171			
PN	9205388			9/3/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	4,398.62-			D			
PV	523969	00790	001	9/3/2020		42257 999 8282020	BCC WEEKLY CLAIMS 8/24-8/28/20							
						Cash	00018481		4,398.62-	AA				
PN	9205388			9/3/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	3,322.72-			D			
PV	523969	00790	002	9/3/2020		42257 999 8282020	BCC WEEKLY CLAIMS 8/24-8/28/20							
						Cash	00018481		3,322.72-	AA				
PN	9205388			9/3/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	52.00-			D			
PV	523969	00790	003	9/3/2020		42257 999 8282020	BCC WEEKLY CLAIMS 8/24-8/28/20							
						Cash	00018481		52.00-	AA				
PN	9205388			9/3/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	932.80-			D			
PV	523969	00790	004	9/3/2020		42257 999 8282020	BCC WEEKLY CLAIMS 8/24-8/28/20							
						Cash	00018481		932.80-	AA				
PN	9205388			9/3/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	91,346.91-			D			
PV	523969	00790	005	9/3/2020		42257 999 8282020	BCC WEEKLY CLAIMS 8/24-8/28/20							
						Cash	00018481		91,346.91-	AA				
PN	9205388			9/3/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	6,995.64-			D			
PV	523969	00790	006	9/3/2020		42257 999 8282020	BCC WEEKLY CLAIMS 8/24-8/28/20							
						Cash	00018481		6,995.64-	AA				
PN	9205388			9/3/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	1,329.55-			D			
PV	523969	00790	007	9/3/2020		42257 999 8282020	BCC WEEKLY CLAIMS 8/24-8/28/20							
						Cash	00018481		1,329.55-	AA				
						Totals for Bank Account		108,378.24-	108,378.24-					

Ty	Document Payment Voucher	Co.	Item	Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	Amounts Payment Amount Discount Taken	Amounts G/L Distribution	LT	PC	PI	Subledger	/Type	Tax Amount
							Totals for Batch	108,378.24-	108,378.24-						
							User Total	108,378.24-	108,378.24-						
							Grand Total	108,378.24-	108,378.24-						

Ty	Document: Payment Voucher	Co.	Item	Date Payment Voucher	Co. G/L Class	Name / Invoice Number / Account Description	Address Number / Remark / Account Number	Payment Amount / Discount Taken	G/L Distribution	LT	PC	PI	Subledger /Type	Tax Amount
G/L Bank Account	00018481					Cash	Batch Number 2852665 Type M Date 9/3/2020		User ID 189171					
PN	9205389			9/3/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	786.00-			D			
PV	524018	00790	001	9/3/2020		42257 998 8282020	BCSO WEEKLY CLAIM 8/24-8/28/20							
						Cash	00018481		786.00-	AA				
PN	9205389			9/3/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	2,567.80-			D			
PV	524018	00790	002	9/3/2020		42257 998 8282020	BCSO WEEKLY CLAIM 8/24-8/28/20							
						Cash	00018481		2,567.80-	AA				
PN	9205389			9/3/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	402.46-			D			
PV	524018	00790	003	9/3/2020		42257 998 8282020	BCSO WEEKLY CLAIM 8/24-8/28/20							
						Cash	00018481		402.46-	AA				
PN	9205389			9/3/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	41,464.09-			D			
PV	524018	00790	004	9/3/2020		42257 998 8282020	BCSO WEEKLY CLAIM 8/24-8/28/20							
						Cash	00018481		41,464.09-	AA				
PN	9205389			9/3/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	1,779.37-			D			
PV	524018	00790	005	9/3/2020		42257 998 8282020	BCSO WEEKLY CLAIM 8/24-8/28/20							
						Cash	00018481		1,779.37-	AA				
PN	9205389			9/3/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	46.91-			D			
PV	524018	00790	006	9/3/2020		42257 998 8282020	BCSO WEEKLY CLAIM 8/24-8/28/20							
						Cash	00018481		46.91-	AA				
						Totals for Bank Account		47,046.63-	47,046.63-					
						Totals for Batch		47,046.63-	47,046.63-					
						User Total		47,046.63-	47,046.63-					

..... Document ..... Ty	Payment Voucher	Co.	Item	Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	..... Amounts ..... Payment Amount Discount Taken	G/L Distribution	LT	PC	PI	Subledger	/Type	Tax Amount
						Grand Total		47,046.63-	47,046.63-						

Supplier Number	Supplier Name	Phone Number	Co	Balance Open	Aging Current	Aging 1 - 0	Aging Over 0		
10009	ALABAMA POWER CO ***		00001	69,145.10					69,145.10
14397	AT&T MOBILITY (WIRELESS) **		00001	42.23					42.23
19003	NORTH BALDWIN UTILITIES		00001	1,385.28					1,385.28
27007	CENTURYLINK (GULFTEL) **		00001	2,596.81					2,596.81
48004	BAY MINETTE POSTMASTER		00001	10,000.00					10,000.00
62367	SOUTHERN LINC WIRELESS		00001	311.85					311.85
63589	AT&T (BELLSOUTH)**		00001	102.10					102.10
152240	VERIZON WIRELESS **		00001	6,583.66					6,583.66
	General Fund		00001	90,167.03					90,167.03
10009	ALABAMA POWER CO ***		00104	594.15					594.15
152240	VERIZON WIRELESS **		00104	162.40					162.40
	Legislative Del Off Fund		00104	756.55					756.55
10009	ALABAMA POWER CO ***		00105	2,405.96					2,405.96
19003	NORTH BALDWIN UTILITIES		00105	642.86					642.86
152240	VERIZON WIRELESS **		00105	162.40					162.40
	Juvenile Detention Fac Fund		00105	3,211.22					3,211.22
10009	ALABAMA POWER CO ***		00106	15.49					15.49
152240	VERIZON WIRELESS **		00106	86.20					86.20
	Baldwin Co Archives Fund		00106	101.69					101.69
19021	FAIRHOPE, CITY OF (UTILITIES)		00109	214.27					214.27
27007	CENTURYLINK (GULFTEL) **		00109	42.58					42.58
152240	VERIZON WIRELESS **		00109	614.00					614.00
	Animal Shelter		00109	870.85					870.85
10009	ALABAMA POWER CO ***		00111	2,554.07					2,554.07
14005	BALDWIN EMC	251 9890118	00111	57.00					57.00
19003	NORTH BALDWIN UTILITIES		00111	488.80					488.80
27007	CENTURYLINK (GULFTEL) **		00111	85.28					85.28
51003	RIVIERA UTILITIES		00111	112.84					112.84
57007	SILVERHILL, TOWN OF (UTILITIES		00111	109.93					109.93
152240	VERIZON WIRELESS **		00111	3,295.13					3,295.13
	7 Cent Gasoline Tax Fund		00111	6,703.05					6,703.05
152240	VERIZON WIRELESS **		00120	1,499.50					1,499.50
	Reappraisal Fund		00120	1,499.50					1,499.50
27007	CENTURYLINK (GULFTEL) **		00140	44.76					44.76
57069	LOXLEY, TOWN OF (UTILITIES)		00140	27.02					27.02
152240	VERIZON WIRELESS **		00140	166.81					166.81
	Council on Aging Fund		00140	238.59					238.59
10009	ALABAMA POWER CO ***		00143	337.68					337.68
48182	ROBERTSDALE POSTMASTER		00143	220.00					220.00
152240	VERIZON WIRELESS **		00143	2,121.69					2,121.69

Supplier Number	Name	Phone Number	Co	Balance Open	Aging Current	1 - 0	Over 0		
	Section 18 Fund		00143	2,679.37					2,679.37
10009	ALABAMA POWER CO ***		00144	336.87					336.87
57007	SILVERHILL, TOWN OF (UTILITIES		00144	99.67					99.67
152240	VERIZON WIRELESS **		00144	374.81					374.81
	Parks Fund		00144	811.35					811.35
152240	VERIZON WIRELESS **		00146	81.20					81.20
	Eastern Shore Metro Planning O		00146	81.20					81.20
14005	BALDWIN EMC	251 9890118	00510	388.00					388.00
19003	NORTH BALDWIN UTILITIES		00510	633.39					633.39
19021	FAIRHOPE, CITY OF (UTILITIES)		00510	77.72					77.72
27007	CENTURYLINK (GULFTEL) **		00510	219.40					219.40
57069	LOXLEY, TOWN OF (UTILITIES)		00510	83.03					83.03
152240	VERIZON WIRELESS **		00510	1,239.03					1,239.03
	Solid Waste Fund		00510	2,640.57					2,640.57
152240	VERIZON WIRELESS **		00511	4,058.77					4,058.77
192599	PEEBLES, JOHN J (R)		00511	208.30					208.30
192600	MALBIS, GERTRUDE C (R)		00511	85.20					85.20
192601	JIMENEZ, WAYNE (R)		00511	709.00					709.00
192602	GUARISCO, JASON (R)		00511	131.00					131.00
192603	PAYNE, HELEN (R)		00511	139.00					139.00
	Solid Waste Collection Fund		00511	5,331.27					5,331.27
10009	ALABAMA POWER CO ***		00708	854.35					854.35
	Community Corrections		00708	854.35					854.35
65091	STONE CROSBY PC **		00720	46,000.00					46,000.00
185801	ANMT, LLC SOLO 401K TRUST		00720	4,000.00					4,000.00
	Excess From Land Sales Fund		00720	50,000.00					50,000.00
174019	AUSTILL, JERE III	251 6267972	00725	121.19	121.19				
187158	CANOPY INVESTMENT COMPANY LLC		00725	121.02	121.02				
192250	DOVES, LLC		00725	315.19	315.19				
192296	NUVIEW IRA FBO DOUGLAS GALE		00725	613.26	613.26				
192306	SOUTHERN BIRD DOG PROPERTIES L		00725	72.81	72.81				
	Land Redemption Fund		00725	1,243.47	1,243.47				
	Grand Total(s)		00725	167,190.06	1,243.47				165,946.59

Baldwin County Commission

Agenda Action Form

File #: 20-1543, **Version:** 1 **Item #:** FM1

Meeting Type: BCC Regular Meeting
Meeting Date: 9/15/2020
Item Status: New
From: Cian Harrison, Clerk Treasurer
Submitted by: Cian Harrison, Clerk Treasurer

ITEM TITLE
Payment of Bills During the Accounting System Conversion

STAFF RECOMMENDATION
For discussion only.

The Baldwin County Commission's accounting software will be converted from JD Edwards Enterprise One (E1) to Tyler Technology's Munis at the beginning of the new fiscal year, October 1, 2020. In order to convert data, both accounting systems will be down September 26th through October 4th (with the exception of processing payroll). Munis will go live on October 5th.

The Finance/Accounting Department Staff has reviewed all accounting processes and has determined the best timing for Payment of Bills prior to the accounting system conversion is Friday, September 25th. Commission approval is required for Payment of Bills, however, the two Commission Meetings closest to this date are September 15th and October 6th.

This agenda item is to provide information and allow for discussion on how to accomplish Payment of Bills through the accounting system conversion.

BACKGROUND INFORMATION

Previous Commission action/date: 08/04/2020

Background: At its regularly scheduled meeting on June 4, 2019, the Commission approved and authorized the Chairman to sign all documents related to the purchase and installation of Tyler software and related services through a Sourcewell contract, formerly known as National Joint Powers Alliance, for the amount of $1,140,220.00 with an additional estimated travel cost of $97,270.00. Invoicing for all fees is set forth in the Investment Summary per Tyler Technologies' Invoicing and Payment Policy attached in the License and Services Agreement. (Contract was effective upon full execution.)

09/03/2019 - The Commission approved the acquisition of the optional Project and Grant Accounting

module. This module will also provide additional resources for other departments associated with Grant management. Resolution #2019-40 provides for funding for the purchase of the Project and Grants Accounting module.

12/03/2019 - The Commission approved the acquisition of the optional Contract Management module. This module will also be beneficial to multiple department to track contracts related to operation of the Baldwin County Commission.

08/04/2020 - The Commission approved the conversion of unused hours to be used to allow for Tyler's staff to assist County staff to provide a more timely "go live' date. The unused hours was accomplished by staff working diligently to maintain the work in-house without the need of Tyler staff assistance. The Commission also approved the upgrade from the Genus 1 Mag Strip Reader time clock in the original agreement to the Touchscreen 7 Mag Stripe Reader time clock. The model included in the original agreement would become "end of life" before installation of the hardware.

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 #: 20-1545, **Version:** 1 **Item #:** FM2

Meeting Type: BCC Regular Meeting
Meeting Date: 9/15/2020
Item Status: New
From: Cian Harrison, Clerk Treasurer
Submitted by: Cian Harrison, Clerk Treasurer

ITEM TITLE
Proposed Bank Account Conversion

STAFF RECOMMENDATION
For discussion only.

The Baldwin County Commission accounting software will be converted from JD Edwards Enterprise One (E1) to Tyler Technology's Munis at the beginning of the new fiscal year, October 1, 2020. Once the system has been converted, the Finance/Accounting Department plans to convert and consolidate 70+ bank accounts to 5 pooled bank accounts.

This agenda item is to provide information and allow for discussion on bank account consolidation.

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

Proposed Bank Account Conversion to Munis

	Current Bank Accounts			Proposed Munis Bank Accounts - 5 Bank Accounts				
				Master Pooled Cash	Payroll Pooled Cash	Deposit Pooled Cash	Non Interest Bearing Pooled Cash	Idle Funds Pooled Cash
Bank Account Name	Hancock Whitney Bank	United Bank	The First Bank	Hancock Whitney Bank	Hancock Whitney Bank	United Bank	Hancock Whitney Bank	The First Bank
001 - General Fund	X			X				
001 - General Trust Fund	X			X				
001 - General Trust Fund - Idle Funds			X					X
001 - Sales and Use Tax	X			X				
102 - Health Tax Fund	X			X				
103 - County Transportation	X			X				
104 - Legislative Fund	X			X				
105 - JDC Construction	X			X				
105 - Juvenile Dentention Facility	X			X				
106 - Archives Fund	X			X				
109 - BC Animal Shelter	X			X				
109 - BC Animal Shelter - Deposits		X				X		
111 - Public Works Trust	X			X				
111 - Seven Cent Gas Tax	X			X				
112 - Road and Bridge Fund	X			X				
113 - Public HWY and Traffic	X			X				
114 - Severed Material Tax	X			X				
115 - Rebuild Alabama Fund	X			X				
116 - Capital Improvement Fund	X			X				
117 - RRR Fund	X			X				
118 - FED AID Exchange Fund	X			X				
120 - Reappraisal Fund	X			X				
121 - Board of Equalization	X			X				
140 - Council of Aging Fund	X			X				
140 - Senior Treasures	X			X				
143 - Section 18 Fund	X			X				
144 - Legal Minimum Parks Fund	X			X				
144 - Parks Fund	X			X				
145 - Brats 5307 Large Urban Transit	X			X				
146 - Eastern Shore Metropolitan	X						X	
153 - FEMA Fund	X			X				
154 - Federal Treasury Funds	X			X				
154 - US Dept of Justice	X			X				
165 - Gulf Mexico Energy Sec 2006	X			X				
180 - State Grant Fund	X						X	
200 - PBA Reimbursment	X			X				
200 - Series 2020A Warrant	X			X				
280 - Federal Grant Fund	X						X	
304 - Debt Service Fund	X			X				
510 - EMD Trust	X			X				

	Current Bank Accounts			Proposed Munis Bank Accounts - 5 Bank Accounts				
				Master Pooled Cash	Payroll Pooled Cash	Deposit Pooled Cash	Non Interest Bearing Pooled Cash	Idle Funds Pooled Cash
Bank Account Name	Hancock Whitney Bank	United Bank	The First Bank	Hancock Whitney Bank	Hancock Whitney Bank	United Bank	Hancock Whitney Bank	The First Bank
510 - SW Trust			X					X
510 - Financial Assurance Trust	X			X				
510 - SW Fin. Assur. Trust - Deposits			X					X
510 - Solid Waste Fund	X			X				
510 - Solid Waste Fund - Deposits		X				X		
511 - Solid Waste Collection Fund	X			X				
511 - Solid Waste Coll Fund - Deposits		X				X		
705 - Disbursement Fund	X			X				
708 - BC Community Corrections Fund	X			X				
710 - Payroll Fund	X				X			
717 - Flexible Benefits Fund	X			X				
720 - Excess Land Sales Fund	X			X				
721 - Data Processing Fee Fund	X			X				
722 - Special Motor Vehicle Reg	X			X				
725 - Land Redemption Fund	X			X				
730 - Fiduciary Fund	X			X				
733 - Supernumerary Fund	X			X				
740 - Law Library Fund	X			X				
741 - AAA Donations Fund	X			X				
742 - Historic Parks Fund	X			X				
743 - Tax Refund Tax	X						X	
744 - BC Commission Capital Fund	X			X				
751 - Employees Fund	X			X				
760 - District Attorney Fund	X			X				
761 - Worthless Check Fund	X			X				
762 - DA 2 Dollar Fee Fund	X			X				
765 - DA Restitution Recovery Fund	X			X				
770 - Planning and Zoning Comm Fund	X			X				
779 - Motor Vehicle	X			X				
780 - Donation Trust Fund	X			X				
781 - Manufactured Home Trust Fund	X			X				
783 - Revenue Comm Discretionary	X			X				
784 - Probate Judge Discretionary	X			X				
786 - Zoning Fee Fund	X			X				
788 - Utilities Permit Fund	X			X				
790 - Dental Self Ins	X			X				
790 - Health Self Ins	X			X				
790 - Motor Vehicle Claims	X			X				
791 - Oil and Gas Trust Fund	X			X				
794 - Juvenile Supervision Services	X			X				

Baldwin County Commission

Agenda Action Form

File #: 20-1576, **Version:** 1 **Item #:** HA1

Meeting Type: BCC Regular Meeting
Meeting Date: 9/15/2020
Item Status: Addendum
From: Commissioner Billie Jo Underwood, Chairman
Submitted by: Anu Gary, Administrative Services Manager

ITEM TITLE
Resolution #2020-134 in Support of Baldwin Beach Express II Expansion Project

STAFF RECOMMENDATION
Action Item with discussion needed.

Adopt Resolution #2020-134 of the Baldwin County Commission which supports Amendment 2 and the proposed establishment of a toll authority to financially support and expeditiously construct the expansion of the Baldwin Beach Express II.

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):
Administration - Send copy of Resolution #2020-134 to:

Mary Elizabeth Roberson
Director of Public Affairs
PERITUS Public Relations
mroberson@perituspr.com <mailto:mroberson@perituspr.com>

Martin Christie
mchristie@christiestrategygroup.com <mailto:mchristie@christiestrategygroup.com>

cc:

4BCC
Wayne Dyess
S-L Botop
Joey Nunnally

Additional instructions/notes: N/A

COUNTY OF BALDWIN)

STATE OF ALABAMA)

RESOLUTION #2020-134
OF THE
BALDWIN COUNTY COMMISSION

IN SUPPORT OF AMENDMENT 2 ON THE BALDWIN COUNTY GENERAL ELECTION BALLOT NOVEMBER 3, 2020.

WHEREAS; A local, constitutional amendment proposing the expansion of the Baldwin Beach Express with a new roadway, the Baldwin Beach Express II, connecting Interstate 10 to Interstate 65 is on the Baldwin County General Election ballot on November 3, 2020; and

WHEREAS; Amendment 2 on the General Election ballot proposes the establishment of a toll authority to oversee this roadway extension, projected to cost $200 million, to be fully paid for by users of the new roadway; and

WHEREAS; Development of the proposed new roadway will NOT require the closure of or limiting access to any current transportation routes or roadways, ensuring that only those visitors and citizens who wish to use the new road will pay for it; and

WHEREAS; Baldwin County has experienced rapid growth and development in five years' time, making the Baldwin Beach Express II critical infrastructure in order to establish a strong and ready foundation for the future economic security and prosperity of our citizens; and

WHEREAS; An additional roadway will secure a safe and efficient alternative evacuation route for Baldwin County residents and visitors during hurricane season and provide an additional route for public safety and health officers to assist the community in the advent of a natural disaster; and

WHEREAS; Baldwin County has long been a world class destination for visitors and beachgoers from throughout the country and promoting enhanced accessibility for visitors is vital for Baldwin County residents whose businesses thrive off tourist and visitor traffic; and

WHEREAS; The proposed additional roadway will provide additional economic opportunity for the citizens of Baldwin County by providing a new transportation artery adjacent to the Baldwin County Economic Development Megasite; and

WHEREAS; The proposed Baldwin Beach Express II will enhance the overall quality of life for the citizens of Baldwin County for generations to come;

NOW, THEREFORE, BE IT RESOLVED, that the Baldwin County Commission hereby strongly supports Amendment 2 and the proposed establishment of a toll authority to financially support and expeditiously construct the expansion of the Baldwin Beach Express II.

DONE, under the Seal of the County of Baldwin, at the County Seat in Bay Minette, Alabama, on this the 15th day of September, 2020.

_____
Billie Jo Underwood, Chairman

ATTEST:

_____
Wayne Dyess, County Administrator

COUNTY OF BALDWIN)

STATE OF ALABAMA)

RESOLUTION #2020-134
OF THE
BALDWIN COUNTY COMMISSION

IN SUPPORT OF AMENDMENT 2 ON THE BALDWIN COUNTY GENERAL ELECTION BALLOT NOVEMBER 3, 2020.

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WHEREAS; The proposed additional roadway will provide additional economic opportunity for the citizens of Baldwin County by providing a new transportation artery adjacent to the Baldwin County Economic Development Megasite; and

WHEREAS; The proposed Baldwin Beach Express II will enhance the overall quality of life for the citizens of Baldwin County for generations to come;

NOW, THEREFORE, BE IT RESOLVED, that the Baldwin County Commission hereby strongly supports Amendment 2 and the proposed establishment of a toll authority to financially support and expeditiously construct the expansion of the Baldwin Beach Express II.

DONE, under the Seal of the County of Baldwin, at the County Seat in Bay Minette, Alabama, on this the 15th day of September, 2020.

Billie Jo Underwood, Chairman

Joe Davis, III, Vice Chairman

James E. Ball, Commissioner

Charles F. Gruber, Commissioner

Baldwin County Commission

Agenda Action Form

File #: 20-1580, **Version:** 1 **Item #:** HA2

Meeting Type: BCC Regular Meeting
Meeting Date: 9/15/2020
Item Status: Addendum
From: Wayne Dyess, County Administrator
Submitted by: Anu Gary, Administrative Services Manager

ITEM TITLE
Termination for Cause of Lease Agreement for Store and Management Agreement for Campground Located at Live Oak Landing between the Baldwin County Commission and WildNative LOL, LLC

STAFF RECOMMENDATION
Authorize the Chairman to take all appropriate steps to terminate the Lease Agreement for the Store and Management Agreement for Campground Located at Live Oak Landing between the Baldwin County Commission and WildNative LOL, LLC, (approved on June 22, 2017, amended on August 21, 2018, and April 21, 2020), including without limitation delivering written notice of the Commission's intent to terminate the lease for cause.

BACKGROUND INFORMATION

Previous Commission action/date: Various dates, see below.

Background: Previous action taken by the Commission:

April 7, 2015, Regular Meeting: Approved the Request for Proposals (RFPS) and authorized the Purchasing Manager to advertise for the Marketing, Leasing and Management of Retail Space and Boat Launch at Live Oak Landing.

May 26, 2015, Work Session: Instructed staff to meet with a County committee to determine what parts of the RFP best fits the County interests for Live Oak Park.

October 13, 2015, Work Session: Instructed staff to negotiate with Five Rivers Delta Safaris, LLC/Wild Native, Inc., on the lease terms and bring back to a Commission Work Session in 30 days.

March 21, 2017, Work Session: Instructed staff to work with Five Rivers Delta Safaris, LLC/Wild Native, Inc., on the lease terms and bring back to a Commission Work Session for discussion.

May 23, 2017, Work Session: Instructed County Attorney to work with WildNative LOL, LLC, on the

terms of the lease agreement and bring back to the Commission.

June 13, 2017, Work Session: Details of draft agreement were discussed and County Attorney was instructed to make revisions to sections 3.1 and 5.5.

June 22, 2017, Regular Meeting: Took the following actions:

Pursuant to Amendment No. 750 of the Alabama Constitution 1901, conduct an open public hearing and consider the following actions:

1) Adopt Resolution #2017-112 of the Baldwin County Commission, pursuant to Amendment No. 750 to the Constitution of Alabama 1901, to promote the local economic and commercial development of the County. The Baldwin County Commission hereby makes the determination that the expenditure of public funds in the form of a warrant for Live Oak Landing and the execution of an agreement for the lease and management of the Live Oak Landing Campgrounds serves a valid and sufficient public purpose, benefiting the public by resulting in an improved and better amenities and services to be provided to the public at Live Oak Landing public park, boat launch and campgrounds, notwithstanding any incidental benefits accruing to any private entity or entities; and

2) Authorize the Chairman to execute the "Lease Agreement for the Store and Management Agreement for Campground Located at Live Oak Landing" between the Baldwin County Commission and WildNative LOL, LLC, an Alabama limited liability company. The term covered by this Lease Agreement shall be for a term of three years and shall commence thirty (30) days prior to the County's estimated completion date of the RV park and bath house being constructed by the County at Live Oak Landing, and shall terminate at 11:59 p.m. Central Time three years from the commencement date. This Agreement shall automatically renew for two additional three-year terms, unless either party elects to terminate the Agreement by giving not less than sixty (60) days written notice prior to the end of the respective term or renewal term.

3) Authorize an expenditure of public funds for the purposes specified in the Agreement.

4) Adopt the Live Oak Landing Extended Stay Policies, Rules and Regulations, as listed in "Exhibit C" of the Agreement

August 14, 2018, Work Session: Revisions to the agreement were discussed at the request of WildNative LOL, LLC, and proposed revisions by WildNative were provided to the Commission for review.

August 21, 2018, Regular Meeting: Took the following actions:

1) In accordance with Section 5.5 (b) of the "Lease Agreement for the Store and Management Agreement for Campground Located at Live Oak Landing" between the Baldwin County Commission and WildNative LOL, LLC, an Alabama limited liability company, which was originally approved by the Commission on June 22, 2017, authorize extended stay guests at the Campground to stay up to ninety (90) days instead of five (5) weeks, throughout the calendar year, subject to any future changes or amendments to the policies, rules and regulations approved by the County, in its

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discretion. Except as amended herein, all other terms and conditions of the Lease Agreement and exhibits shall remain in full force and effect.

2) In accordance with the County's authority to amend the policies, rules and regulations applicable to the Lease Agreement, Section 1 of Exhibit C to the Lease Agreement, LIVE OAK LANDING CAMPGROUND EXTENDED STAY POLICIES, RULES AND REGULATIONS, is hereby amended to read as follows:

Extended stay lots shall be subject to published daily, weekly or monthly rates.

3) Except as amended herein, all other terms and conditions of the Lease Agreement and exhibits shall remain in full force and effect.

April 21, 2020, Regular Meeting: Approve an Amended Lease Agreement for Store and Management for Campground Located at Live Oak Landing between the Baldwin County Commission and WildNative LOL, LLC, an Alabama limited liability company which extends the initial term of the Lease Agreement (originally approved on June 22, 2017, and amended on August 21, 2018) to now terminate at 11:59 p.m. on September 25, 2020, instead of the former termination date on July 25, 2020.

FINANCIAL IMPACT

Total cost of recommendation: TBD

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 Brad Hicks 09/18/2020 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: Time Sensitive - Coordinate with County Attorney's Office. To be mailed via Certified U.S. Mail and Regular U.S. Mail, Return Receipt Requested.

Individual(s) responsible for follow up: Administration: Send correspondence via CERTIFIED MAIL, RETURN RECEIPT REQUESTED, to:

WILDNATIVE LOL, LLC
c/o Druhan & Tyler, L.L.C.
Attorneys at Law
1106 Dauphin Street
Mobile, Alabama 36604

Mailing Address:
P.O. Box 6
Mobile, Alabama 36601

Cc: Mr. Michael Dorie, President, via email: mdorie@wildnative.com

Brad Hicks, County Attorney

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

Additional instructions/notes: N/A

COUNTY COMMISSION
BALDWIN COUNTY

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

www.baldwincountyal.gov

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

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

May 19, 2020

WILDNATIVE LOL, LLC
c/o Druhan & Tyler, LLC
Post Office Box 6
Mobile, Alabama 36601

RE: Amended Lease Agreement for Store and Management Agreement for Campground Located at Live Oak Landing between the Baldwin County Commission and WildNative LOL, LLC

To Whom It May Concern:

Please find enclosed a **fully executed copy** of the *Amended Lease Agreement* approved during the April 21, 2020, Baldwin County Commission meeting, between WildNative LOL, LLC and the Baldwin County Commission, for the *Amended Lease Agreement for Store and Management for Campground Located at Live Oak Landing*, an Alabama limited liability company which extends the initial term of the Lease Agreement (originally approved on June 22, 2017, and amended on August 21, 2018) to now terminate at 11:59 p.m. on September 25, 2020, instead of the former termination date on July 25, 2020.

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

Sincerely,

Monica English

MONICA ENGLISH
Assistant Administrative Services Manger
Baldwin County Commission

ME/vk Item GA1

cc: Wayne Dyess
Brad Hicks, County Attorney
Michael Dorie, President, (via email – mdorie@wildnative.com)

ENCLOSURE(S)

AMENDED LEASE AGREEMENT
FOR STORE AND MANAGEMENT FOR CAMPGROUND
LOCATED AT LIVE OAK LANDING

KNOW ALL PERSONS BY THESE PRESENTS, that as of this ___ day of April, 2020, this Amended Lease and Management Agreement ("Amended Agreement") is made between BALDWIN COUNTY, ALABAMA, by and through the BALDWIN COUNTY COMMISSION, a political subdivision of the State of Alabama (hereinafter referred to as "County") and WildNative LOL LLC, a limited liability company organized under the laws of the State of Alabama ("Tenant" or "Wildnative") based upon the following:

WHEREAS, the County and WildNative entered into that certain Lease and Management Agreement (the "Agreement"), covering the Leased Premises at Live Oak Landing as described in the Agreement and;

WHEREAS, the initial Term of the Agreement commenced on July 25, 2017 and terminates on July 25, 2020 ("Initial Term"). The Initial Term is scheduled to automatically renew for an additional three-year term at 11:59 p.m. on July 25, 2020, and the County and WildNative desire to amend the Agreement to provide for an extension of the Initial Term for two (2) additional months and an extension and amendment of the deadline to terminate the Agreement prior to triggering the automatic renewal provision.

NOW, THEREFORE, in consideration of the mutual covenants and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby stipulated and agreed as follows:

1. Recitals. The foregoing Recitals are hereby incorporated into this Amended Agreement by reference. All capitalized terms not otherwise defined herein shall have the meanings ascribed to such in the Agreement.

2. Amended Term. Paragraph 2.1 of the Agreement is amended as follows: the Initial Term of this Agreement is extended for an additional term of two (2) months. Specifically, the Initial Term will now terminate at 11:59 p.m. on September 25, 2020, instead of the former

termination date on July 25, 2020. The Agreement shall automatically renew as set forth therein unless either party elects to terminate by giving not less than thirty (30) days notice prior to the end of the respective term or renewal term. For the Initial Term, the deadline to terminate is 11:59 p.m. on August 26, 2020. Notwithstanding anything to the contrary in paragraph 16 of the Agreement, notice of termination under this paragraph may be given by the County to WildNative at the following email address: _____.

3. Counterparts. This Amended Agreement may be executed in counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof, it shall only be necessary to produce one such counterpart.

4. Continuation of Lease and Management Agreement. Except as expressly modified herein, the Lease Agreement and Management Agreement and all exhibits shall continue in full force and effect and is hereby ratified and affirmed.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have caused this Amended Agreement to be executed by their duly authorized representatives as of the day and year first above written.

COUNTY

BALDWIN COUNTY COMMISSION

By: Billie Jo Underwood
BILLIE JO UNDERWOOD
Its: Chairman

Attest:
WAYNE DYESS
Its: County Administrator

WILDNATIVE
WILNATIVE LOL LLC
An Alabama Limited Liability Company

By:
(print name) MICHAEL DORIE
Its: Member

STATE OF ALABAMA

COUNTY OF BALDWIN

I, Keri Green, a Notary Public, in and for said County in said State, hereby certify that BILLIE JO UNDERWOOD whose name as Chairman of the Baldwin County Commission, and WAYNE DYESS, whose name as County Administrator, 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 on the day the same bears date.

Given under my hand and seal this 13th day of ~~April~~ May, 2020.

Notary Public
My Commission Expires: 1/31/2024

STATE OF ALABAMA

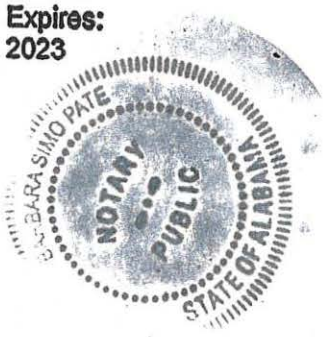
COUNTY OF BALDWIN

I, Barbara Simo Pate, a Notary Public, in and for said County in said State, hereby certify that Michael Dorie, whose name as Member of WILDNATIVE LOL LLC, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she in his/her capacity as such Managing Member and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 11 day of ~~April~~ May, 2020.

Barbara Simo Pate
Notary Public
My Commission Expires: _____

My Commission Expires:
November 6, 2023



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COUNTY COMMISSION

BALDWIN COUNTY
312 Courthouse Square, Suite 12
BAY MINETTE, ALABAMA 36507
(251) 937-0264
Fax (251) 580-2500
www.baldwincountyal.gov

MEMBERS
DISTRICT 1. FRANK BURT, JR.
2. CHRIS ELLIOTT
3. J. TUCKER DORSEY
4. CHARLES F. GRUBER

August 21, 2018

WILDNATIVE LOL, LLC
c/o Druhan & Tyler, L.L.C.
Attorneys at Law
Post Office Box 6
Mobile, Alabama 36601

RE: Lease Agreement for the Store and Management Agreement for Campground Located at Live Oak Landing between the Baldwin County Commission and WildNative LOL, LLC – Authorization and Approval of Change Related to Extended Stay Option at the Campground

Dear Sir or Madam:

The Baldwin County Commission, during its regularly scheduled meeting held on August 21, 2018, took the following actions:

1) In accordance with Section 5.5 (b) of the *Lease Agreement for the Store and Management Agreement for Campground Located at Live Oak Landing* between the Baldwin County Commission and WildNative LOL, LLC, an Alabama limited liability company, which was originally approved by the Commission on June 22, 2017, authorized extended stay guests at the Campground to stay up to ninety (90) days instead of five (5) weeks, throughout the calendar year, subject to any future changes or amendments to the policies, rules and regulations approved by the County, in its discretion. Except as amended herein, all other terms and conditions of the Lease Agreement and exhibits shall remain in full force and effect.

2) In accordance with the County's authority to amend the policies, rules and regulations applicable to the Lease Agreement, Section 1 of Exhibit C to the Lease Agreement, LIVE OAK LANDING CAMPGROUND EXTENDED STAY POLICIES, RULES AND REGULATIONS, is hereby amended to read as follows:

Extended stay lots shall be subject to published daily, weekly or monthly rates.

3) Except as amended herein, all other terms and conditions of the Lease Agreement and exhibits shall remain in full force and effect.

Enclosed is a copy of Agenda Item GA1 approved during the August 21, 2018, Baldwin County Commission meeting.

If you have any questions or need further assistance, please do not hesitate to contact me at (251) 937-0395 or Ron Cink, County Administrator/Budget Director, at (251) 580-2550.

Sincerely,

FRANK BURT, JR., Chairman
Baldwin County Commission

FB/met Item GA1

cc: Ron Cink
Kim Creech
David Conner, County Attorney
Rebecca Gaines, County Attorney
Michael Dorie, President, Wildnative LOL, LLC (via email - mdorie@wildnative.com)

ENCLOSURE

LEASE AGREEMENT FOR STORE AND
MANAGEMENT AGREEMENT FOR CAMPGROUND
LOCATED AT LIVE OAK LANDING

This Lease Agreement for Store and Management Agreement for Campground Located at Live Oak Landing (the "Agreement") is entered into by and between BALDWIN COUNTY, ALABAMA, by and through the BALDWIN COUNTY COMMISSION, a political subdivision of the State of Alabama (hereinafter referred to as "County"), and WildNative LOL LLC, an Alabama limited liability company (hereinafter referred to as "Tenant" or "WildNative").

I LEASE AGREEMENT FOR STORE

WITNESSETH:

For and in consideration of the respective covenants and agreement of the parties contained herein, County does hereby lease and demise unto WildNative for and during the term of the Agreement the following described Leased Premises located in Baldwin County, Alabama, to wit:

> That portion of the property described as Live Oak Landing, Parcel 1 in that certain Statutory Warranty Deed recorded as Instrument Number 1355257 in the Office of the Judge of Probate of Baldwin County, Alabama, which contains a retail store as outlined and depicted on the attached Exhibit A (the County reserves the right to substitute or add a legal description for the Leased Premises).

WildNative shall be entitled to use that portion of the Premises described above and as outlined and depicted on the attached Exhibit A for the operation of a retail sales store for services related to the operation of the campground and boat launch. The County reserves the right, in its sole discretion, to subdivide the premises and the surrounding property in order to create two or more lots or parcels. In that event, the parties agree that the legal description of the property outlined and depicted in Exhibit A may be substituted based on the subdivision by an addendum executed by the parties, if deemed necessary by the County.

1. USE OF LEASED PREMISES

1.1 The Leased Premises are to be used by WildNative for the sole purpose of operating a retail sales and rental store for services related to the operation of the campground, boat launch, kayak rentals and other services provided at Live Oak Landing. (WildNative shall be entitled sell alcohol for off-premise consumption only, subject all applicable laws, rules and regulations and any rules and regulations adopted by the County regarding the same, and WildNative shall obtain all required licenses.) Any other activity is expressly prohibited. WildNative shall, at all times, in connection with its operations, fully and promptly comply with all laws, ordinances, orders, rules and regulations of any lawful authority having jurisdiction over said Leased Premises, including, but not limited to, those relating to cleanliness, safety,

occupation and use of said Leased Premises and the nature, character and manner of the operation of the business conducted in or at said Leased Premises. WildNative shall, at all times, in connection with its operations, fully and promptly comply with all laws, ordinances, orders, rules and regulations pertaining to environmental protection, either through the EPA, ADEM (Alabama Department of Environmental Management) or other regulatory bodies.

1.2 WildNative is solely responsible for the safety of all employees, invitees, customers and guests relative to the Leased Premises.

1.3 County agrees that, if WildNative shall perform all of the covenants and agreements herein required to be performed by WildNative, WildNative shall, subject to the terms of this Agreement, have the peaceable and quiet enjoyment and possession of the Leased Premises.

2. DURATION OF LEASE TERM

2.1 Provided that WildNative has remitted unto County all rental payments, boat launch fees and all payments required to be paid to the County, the term ("Term") covered by this Lease Agreement shall be for a term of three years and shall commence thirty (30) days prior to the County's estimated completion date of the RV park and bath house being constructed by the County at Live Oak Landing, and shall terminate at 11:59 p.m. Central Time three years from the commencement date. This Agreement shall automatically renew for two additional three year terms, unless either party elects to terminate the Agreement by giving not less than sixty (60) days written notice prior to the end of the respective term or renewal term.

2.2 Either party may terminate this Agreement for cause by giving ninety (90) days written notice of such termination for cause. WildNative shall be responsible for making all payments required pursuant to the Lease Agreement through the date of termination and surrender of possession.

3. CONSIDERATION

3.1 In consideration of this Agreement, WildNative agrees to collect the money for boat launch fees and pavilion rental, and WildNative agrees to pay 100% of the funds collected to the County, less a maximum fee of two percent (2%) of the credit card transactions for any credit card fees, banking fees or financial transaction fees directly attributable to such credit card transactions, in exchange for the rent of the store for the Term of the Lease. WildNative shall provide documentation and records outlining all such credit card fees, banking fees or financial transaction fees directly attributable to such credit card transactions for boat launch fees and pavilion rental as deemed necessary by the County.

3.2 All scheduled rent payments, boat launch fees and other required payments shall be paid to the County on or before the first (1st) day of each month, and the first such monthly payment under this Agreement shall be due on the first day of the month following the commencement date of the Agreement. In the event the payments are not received by the

10th of each month, a late fee in the amount of 10% of the previous month's payment or $150.00. whichever is greater, shall be paid to the County.

3.3 Payment of said rent shall be made by mailing or otherwise delivering a check or money order payable to at the following address:

For Standard Delivery: Baldwin County Commission
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

For Overnight Delivery: Baldwin County Commission
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

3.4 Said payments shall be made as indicated herein until such time as County may subsequently designate another place of payment.

3.5 Prior to the commencement of the lease, WildNative shall pay a security deposit in the amount of Ten Thousand Dollars ($10,000.00) to secure the performance by WildNative of all terms and conditions of the Agreement and to secure payment to the County for (1) any losses or damages incurred by the County as a result of WildNative's failure to comply with the terms of this Agreement and (2) any losses, damages or reimbursements incurred by the County as a result of County's efforts to enforce the terms of this Agreement, including, but not limited to, reasonable attorney's fees and costs.

4. MAINTENANCE AND REPAIR

4.1 WildNative has inspected the Leased Premises prior to the execution of this Lease, and agrees to accept the same in its present condition. WildNative is taking the Leased Premises in "as is" condition. WildNative shall maintain and keep in a good state of repair all improvements situated on the Leased Premises, including, without limitation, windows, interior of the building, heating and air conditioning unit(s) and routine maintenance. WildNative shall be solely responsible for the maintenance of any additional improvements constructed by WildNative, as approved by the County, including, without limitation, renovations and any additional heating and air conditioning units, electrical wiring and plumbing. Subject to the limitations set forth below, WildNative shall be solely responsible for maintaining and keeping the Premises in a good state of repair, free from refuse and rubbish, and yards maintained, and shall return and surrender possession of the same at the expiration or termination of this lease in like good order as at the commencement of said Term, natural wear and tear excepted. Provided, however, that County shall be responsible for the maintenance and repair of the exterior, electrical wiring and plumbing in the building existing at the time of commencement of the Agreement, and the County shall provide grass mowing and landscaping, as deemed necessary by the County, in its sole discretion.

4.2 It is expressly understood and agreed between the parties hereto that the County shall not be responsible for the maintenance or repair to any of the items described herein which said maintenance or repair is necessitated by any act of WildNative or WildNative's invitees or licensees, it being expressly agreed by the parties hereto that such maintenance and repair shall be the obligation of WildNative, including any repair to the electrical wiring, plumbing and heating and air conditioning unit(s), provided, however, that WildNative shall not be responsible for any repairs necessitated as a result of negligence or intentional acts of County or its employees or agents.

4.3 WildNative may, at WildNative's expense, make such alterations in, or additions to, the building or Leased Premises, as WildNative may deem necessary to fit the same for the business of WildNative, upon first obtaining written approval of County, in County's sole discretion. It is understood that any and all improvements shall become property of the County, with the exception of fixtures purchased by WildNative which can be removed without damage to the Leased Premises.

4.4 County shall not be required to do any repairs upon the Leased Premises or building thereon other than those agreed upon by the County in writing at the commencement of the Lease, if any, and the County shall not be liable for any damage caused by or growing out of any breakage, leakage, getting out of order, or defective condition of said roof, plumbing, gas, electrical, water, steam or other sewerage, or the bursting, leaking or running of any cistern tank, wash pan, water closet, or waste pipe, in, above or upon said building, premise or appliances located therein.

4.5 It is further understood and agreed by the parties hereto that nothing herein shall be construed as denying the County the right to make any repairs which are deemed necessary during the Term of this Lease, such right being expressly reserved unto the County.

4.6 WildNative shall also be responsible for the maintenance of fire extinguishers and pest control.

4.7 The cost of all utilities related to the Leased Premises and the operation of the retail store, including, but not limited to, electricity, water, sewer, telephone, internet or gas, if available, shall be the sole responsibility of WildNative.

II. MANAGEMENT AGREEMENT FOR CAMPGROUND

5. MANAGEMENT AND OPERATION OF THE CAMPGROUND

5.1 WildNative shall be responsible for the management and operation of the campground, including the RV sites, primitive sites and bath house, subject to any rules, regulations or procedures adopted by the County, in its discretion. Attached as Exhibit B is a drawing of the campground and bath house as it will exists on the date of commencement, subject to any changes or modifications deemed necessary by the County, in its discretion.

5.2 As set forth in Section 5.1 and as depicted in Exhibit B, the County has installed or will install twenty-eight (28) RV sites, and County reserves the right to install additional RV sites, in its sole discretion. WildNative shall be responsible for installing the primitive camp sites, with an initial twenty (20) primitive camp sites to be installed on a location to be determined by the County. The installation of any further primitive camp sites may be approved by the County, in its discretion. WildNative may seek grant funding or assistance from other agencies, subject to the approval of the County, in its discretion.

5.3 WildNative shall be responsible for managing the campground, collecting all rental fees, maintaining the campground facilities, mowing grass, collecting trash and debris, cleaning the campground and providing adequate staff for the campground operations.

5.4 WildNative shall be entitled to charge an appropriate variable rent of not less than ten dollars ($10.00) and not more than thirty dollars ($30.00) per day for primitive campsites and not less than thirty-five dollars ($35.00) and not more than sixty-five dollars ($65.00) per day for RV sites, unless the County approves an increase or decrease, in its discretion. WildNative shall be required to publish a rate schedule outlining the rental rates to be charged during the year, including any discounts that may apply, which shall be provided to the County. The County reserves the right to authorize or require discounts for Baldwin County residents, in its discretion. The County reserves the right, in its discretion, to allow non-profit groups (for example, the Boy Scouts or Girl Scouts) to use the campground and facilities rent free.

5.5 (a) No camper or guests shall be allowed to stay in the same campsite for more than twenty-one (21) days, and no camper or guest shall be allowed to stay longer than twenty-one (21) consecutive days in the campground, unless otherwise approved or authorized by the rules and regulations adopted by the County. Campers and guests must leave the campground for a minimum of one (1) week. (b) Beginning on November 1 and ending seven days prior to the week of Spring Break as determined by the Baldwin County Board of Education for each year of the term (which shall be no later than April 1), WildNative may offer an extended stay option, subject to any policies, rules or regulations adopted by the County in its discretion. Subject to site availability and the policies, rules and regulations adopted by the County, WildNative may allow extended stay guest to utilize up to fourteen (14) sites for extended stay, provided, however, that no extended stay guests shall be allowed to stay in the same campsite for more than five (5) weeks, and extended stay guests must leave the campground for a minimum of three (3) weeks before returning to the campground. The initial policies, rules and regulations approved by the County shall be subject to amendment at any time, are attached hereto as Exhibit C.

5.6 Access to the campground may be restricted subject to rules and regulations approved by the County.

5.7 The cost of all utilities related to the campground only, including, but not limited to, electricity, water, sewer, telephone, internet or gas, if available, are to be deducted from the gross rent revenue collected from the RV and primitive campsites each month, and the

net rent revenue collected after the such deduction for utilities shall be subject to the payment of the management fees to WildNative as set forth in Section 5.8.

5.8 County shall pay WildNative a management fee based on the following schedule:

A. WildNative shall be entitled to receive a management fee for the RV sites based on the number of RV sites constructed subject to the following schedule:
   1. Twenty-eight (28) to fifty-nine (59) RV sites constructed; forty-two percent (42%) of net rent revenue for the rental of RV sites and primitive campsites each month as described in Section 5.7.
   2. Sixty (60) to eighty-nine (89) RV sites constructed; twenty-six percent (26%) of net rent revenue for the rental of RV sites and primitive campsites each month as described in Section 5.7.
   3. Ninety (90) to One Hundred Twenty-four (124) RV sites constructed; nineteen percent (19%) of net rent revenue for the rental of RV sites and primitive campsites each month as described in Section 5.7.
   4. One Hundred Twenty-five or more RV sites constructed; fourteen percent (14) of net rent revenue for the rental of the RV sites and primitive campsites each month as described in Section 5.7.

B. WildNative shall collect all campground rental fees, and after the deduction of the cost of the utilities as set forth in Section 5.7, WildNative shall remit all amounts collected to the County, less the management fees based on the net rent revenues as set forth above.

5.9 The term of the management agreement term shall coincide with the term of the lease and shall be subject to termination in the same manner as the lease.

III. REMAINING PROVISIONS APPLICABLE TO THE LEASE AGREEMENT FOR STORE AND MANAGEMENT AGREEMENT FOR CAMPGROUND

6. UTILITIES AND CARE OF PREMISES

6.1 Except as expressly set forth in this Agreement, WildNative agrees to pay all bills, cost of installation or maintenance incurred for electricity, water, gas, sewer, telephone, internet services, garbage or other utilities of whatsoever kind used on the Premises during the term of this Agreement; to keep all electrical apparatus in good order; to permit no waste of the property, or allow the same to be done, but to take good care of the same; and upon the termination of this Agreement, to surrender quiet and peaceable possession of the said Premises in like good order as at the commencement of said term, natural wear and tear excepted. Utilities will be transferred from County to WildNative upon commencement of the Agreement, and any charges for services through that date will be prorated between the parties.

7. INDEMNITY, PUBLIC LIABILITY INSURANCE AND FIRE EXTENDED COVERAGE INSURANCE

7.1 Indemnity. County shall not be liable to WildNative or to WildNative's employees, agents, licensees, guests or visitors, or to any other person or entity, whomsoever, for any injury to person or damage to or loss of property on or about the Premises caused by the negligence or misconduct of WildNative, its employees, subtenants, licensees, guests, visitors or concessionaires, or of any other person entering the Premises under the express or implied invitation of WildNative, or arising out of the use of the Premises by WildNative and the conduct of its business therein, or arising out of any breach or default by WildNative in the performance of its obligations hereunder or resulting from any other cause. **TO THE FULLEST EXTENT ALLOWED BY LAW, WILDNATIVE SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COUNTY AND ANY COMMISSIONER, OFFICER, DIRECTOR, AGENT, EMPLOYEE, REPRESENTATIVE, TRUSTEE, BENEFICIARY, INSURER OR EMPLOYEE OF COUNTY (HEREIN COLLECTIVELY CALLED A "COUNTY RELATED PARTY") FROM AND AGAINST ANY AND ALL LIABILITIES, OBLIGATIONS, DAMAGES, CLAIMS, SUITS, LOSSES, CAUSES OF ACTION, LIENS, JUDGMENTS AND EXPENSES (INCLUDING COURT COSTS, ATTORNEY'S FEES AND COSTS OF INVESTIGATION) OF ANY KIND, NATURE OR DESCRIPTION RESULTING FROM ANY INJURIES TO OR DEATH OF ANY PERSON OR ANY DAMAGE TO PROPERTY WHICH ARISES, OR IS CLAIMED TO ARISE FROM (I) AN INCIDENT OR EVENT WHICH OCCURRED WITHIN OR ON THE PREMISES; OR (II) THE OPERATION OR CONDUCT OF WILDNATIVE'S BUSINESS WITHIN THE PREMISES (COLLECTIVELY, THE "CLAIMS"), UNLESS SUCH CLAIM IS THE CAUSED SOLELY BY THE NEGLIGENT ACTS OR OMISSIONS OF ANY COUNTY RELATED PARTY. WILDNATIVE SHALL, AT WILDNATIVE'S SOLE COST AND EXPENSE, DEFEND SUCH CLAIM BY OR THROUGH ATTORNEYS REASONABLY ACCEPTABLE TO COUNTY.**

WildNative shall not cause or permit hazardous materials to be brought upon, kept or used in or about the Premises other than as is necessary or useful to WildNative's business. Any such hazardous material shall be used, kept and stored in a manner that complies with all laws regulating any such hazardous material. **TO THE FULLEST EXTENT ALLOWED BY LAW, WILDNATIVE AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS COUNTY AND COUNTY RELATED PARTIES FROM ANY AND ALL CLAIMS, JUDGMENTS, DAMAGES, PENALTIES, FINES, COSTS, LIABILITIES OR LOSSES AS A RESULT OF THE CONTAMINATION OF THE PREMISES BY ANY SUCH HAZARDOUS MATERIALS OF WILDNATIVE. THIS INDEMNIFICATION OF COUNTY AND COUNTY RELATED PARTIES BY WILDNATIVE INCLUDES, WITHOUT LIMITATION, COSTS INCURRED IN CONNECTION WITH ANY INVESTIGATION OF SITE CONDITIONS OR ANY CLEANUP, REMEDIAL REMOVAL OR RESTORATION WORK REQUIRED BY ANY FEDERAL, STATE OR LOCAL GOVERNMENTAL AGENCY OR POLITICAL SUBDIVISION BECAUSE OF HAZARDOUS MATERIAL OF WILDNATIVE. THIS INDEMNIFICATION OF COUNTY AND COUNTY RELATED PARTIES BY WILDNATIVE INCLUDES**

WITHOUT LIMITATION COSTS INCURRED IN CONNECTION WITH ANY INVESTIGATION OF SITE CONDITIONS OR ANY CLEANUP, REMEDIAL REMOVAL OR RESTORATION WORK REQUIRED BY ANY FEDERAL, STATE OR LOCAL GOVERNMENTAL AGENCY OR POLITICAL SUBDIVISION BECAUSE OF HAZARDOUS MATERIAL OF WILDNATIVE PRESENT IN THE SOIL OR GROUNDWATER OR UNDER THE PREMISES AS A RESULT OF WILDNATIVE'S ACTIONS. WITHOUT LIMITING THE FOREGOING, IF THE PRESENCE OF ANY HAZARDOUS MATERIAL ON THE PREMISES CAUSED OR PERMITTED BY WILDNATIVE RESULTS IN ANY CONTAMINATION OF THE PREMISES, WILDNATIVE SHALL PROMPTLY TAKE ALL ACTIONS, AT ITS SOLE EXPENSE, AS ARE NECESSARY TO RETURN THE PREMISES TO THE CONDITION EXISTING PRIOR TO THE INTRODUCTION OF ANY SUCH HAZARDOUS MATERIAL TO THE PREMISES. "HAZARDOUS MATERIAL" SHALL MEAN ANY HAZARDOUS OR TOXIC SUBSTANCE, MATERIAL OR WASTE WHICH IS OR BECOMES REGULATED BY ANY LOCAL GOVERNMENTAL AUTHORITY, THE STATE OF ALABAMA OR THE UNITED STATES GOVERNMENT.

7.2 Responsibility for Insurance Coverage:

(a) WildNative shall, during the Term, at its sole expense, obtain and keep in force, the following types of insurance insuring the WildNative and County and County Related Parties (County and County Related Parties shall at all times be named as an additional insured), as their respective interests may appear, (i) comprehensive general liability insurance coverage, personal injury, bodily injury, broad form property damage, operations hazard, owner's protective coverage, contractual liability and products and completed operations liability with limits of not less than One Million Dollars ($1,000,000.00) (the aggregate limits of such insurance to apply specifically to the Premises and not to multiple locations); (ii) "All Risk" Physical Damage insurance for WildNative's property (personal property, fixtures and leasehold improvements) in or on the Premises, providing protection against perils that are covered under standard insurance industry practices within the classification of all risk insurance, including, but not limited to, loss or damage from fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles, smoke, domestic water damage, collapse, sprinkler damage, vandalism, malicious mischief, earthquake and flood, for the full insurable value thereof, including an endorsement provided for "loss of income" coverage; and (iii) All Risk Property Damage Insurance covering any building or improvements constructed by WildNative on the Premises (including exterior walls, downspouts, gutter and roof), in an amount not less than ninety (90%) percent of full replacement cost (exclusive of the cost of excavations, foundations, and footings), and with such retention and amounts deductible as County may in its discretion permit, providing protection against perils that are covered under standard insurance industry practices within the classification of all risk insurance, including, but not limited to, loss or damage from fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles, smoke, domestic water damage, collapse, sprinkler damage, vandalism, malicious mischief, earthquake and flood, and such other risks as County may from time to time determine and with any such deductibles as County may from time to time require. All such policies shall name County and County Related Parties as additional insureds.

(b) WildNative shall furnish evidence satisfactory to County of the existence of and maintenance of such insurance prior to or contemporaneous with the commencement of the Term and thereafter at least fifteen (15) days prior to any date on which such policy is required to be renewed. WildNative shall obtain a written obligation on the part of each insurance company to notify County at least thirty (30) days prior to the cancellation of such insurance.

7.3 Non-Liability for Certain Damages: **NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, TO THE FULLEST EXTENT ALLOWED BY LAW, NEITHER COUNTY NOR ANY COUNTY RELATED PARTY SHALL BE LIABLE FOR DAMAGES TO WILDNATIVE OR ANY PARTY CLAIMING THROUGH WILDNATIVE FOR ANY INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO PROPERTY OR FOR INTERRUPTION OR DAMAGE TO BUSINESS RESULTING FROM ANY OF THE FOLLOWING REASONS: (A) ANY ACT, OMISSION OR NEGLIGENCE OF WILDNATIVE OR WILDNATIVE'S EMPLOYEES, AGENTS, CONTRACTORS, OFFICERS, SUBTENANTS, ASSIGNEES, LICENSEES, INVITEES OR CUSTOMERS; (B) ANY ACT, OMISSION OR NEGLIGENCE OF ANY OTHER TENANT WITHIN THE BUILDING, OR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, CONTRACTORS, TENANTS, ASSIGNEES, LICENSEES, INVITEES OR CUSTOMERS; (C) THE REPAIR, ALTERATION, MAINTENANCE, DAMAGE OR DESTRUCTION OF THE PREMISES OR ANY OTHER PORTION OF THE PREMISES (INCLUDING THE CONSTRUCTION OF LEASEHOLD IMPROVEMENTS FOR OTHER TENANTS OF THE PREMISES); (D) VANDALISM, THEFT, BURGLARY AND OTHER CRIMINAL ACTS (OTHER THAN THOSE COMMITTED BY COUNTY'S EMPLOYEES); (E) ANY DEFECT IN OR FAILURE OF IMPROVEMENTS, EQUIPMENT, PIPES, WIRING, HEATING OR AIR CONDITIONING EQUIPMENT, STAIRS, ELEVATORS, OR SIDEWALKS; THE BURSTING OF ANY PIPES OR THE LEAKING, ESCAPING OR FLOWING OF GAS, WATER, STEAM, ELECTRICITY, OR OIL; BROKEN GLASS; OR THE BACKING UP OF ANY DRAINS, EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF COUNTY OR ANY COUNTY RELATED PARTY; (F) INJURY DONE OR OCCASIONED BY WIND, SNOW, RAIN OR ICE, FIRE, ACT OF GOD, PUBLIC ENEMY, INJUNCTION, RIOT, STRIKE, INSURRECTION, WAR, COURT ORDER, REQUISITION, ORDER OF ANY GOVERNMENTAL BODY OR AUTHORITY, OR ANY OTHER CAUSE BEYOND THE REASONABLE CONTROL OF COUNTY. UNDER NO CIRCUMSTANCES SHALL COUNTY BE LIABLE FOR DAMAGES RELATED TO BUSINESS INTERRUPTION, CONSEQUENTIAL DAMAGES, PUNITIVE DAMAGES OR LOSS OF PROFITS.**

8. LOSS OF BUILDING

8.1 If the buildings located on the Premises are totally or partially damaged or destroyed by fire, or other cause, so as to be partially or totally unfit for the use or purpose for which the same is hereby let, the County may elect to repair or rebuild same within ninety (90)

days after receiving written notice from WildNative of such destruction. If such election is made, the County shall proceed to rebuild or repair the said building with due diligence. The rent during said time of reconstruction shall be reduced in the proportion that said Leased Premises in the untenable or unfit condition bears to the condition of the said Leased Premises immediately prior to said damage; provided, however, that in the event County fails to make such election to repair or rebuild within the aforesaid ninety (90) days after WildNative properly notifies the County of such damage, this Agreement may be terminated by WildNative by written notice to the County at any time after the expiration of said ninety (90) day period. Such notice must be given prior to the commencement of reconstruction by the County, and in the event that reconstruction is begun by the County subsequent to said ninety (90) day period and prior to notification by WildNative of its intent to terminate this Agreement, then WildNative will be deemed to have waived the right to so terminate.

9. EMINENT DOMAIN

9.1 In the event the whole of the Premises shall be taken by federal, state, county, city, public utility or other authority for public use or under any statute, or by right of eminent domain, then when possession shall be taken thereunder of said Premises, the Term hereby granted and all rights of WildNative hereunder shall immediately cease and terminate, and the rent herein provided for shall be adjusted as of the date of such termination of this Agreement.

9.2 In the event that a portion of the Premises be taken by such authority, this Agreement shall continue in full force and effect as to the property remaining, provided, however, that said property remaining is capable of a continued enjoyment by WildNative for the uses and purposes provided herein.

10. DEFINITION OF DEFAULT

10.1 The happening of any one or more of the following events shall constitute events of default hereunder:

(a) The levy of execution or other legal process upon the interest of WildNative in the leasehold estate herein created on in this Agreement, or upon any property of WildNative located upon the Leased Premises that remain in effect for thirty (30) days from such levy.

(b) The adjudication of WildNative to be bankrupt, or the approval of a petition for a reorganization of WildNative filed in good faith, in proceedings instituted under the bankruptcy laws, which remain in effect for thirty (30) or more days from such adjudication.

(c) The making of an assignment by WildNative for the benefit of creditors with respect to all or substantially all of the WildNative's property.

(d) The appointment of a receiver of WildNative or of WildNative's property by a court of competent jurisdiction which remains in effect for thirty (30) or more days from such appointment.

(e) The failure of WildNative to pay any installment of rent, boat launch fees or any other payments hereunder at the maturity thereof and the continuance of such failure for a period of thirty (30) days after such maturity. It is understood and agreed between the parties hereto that it shall not be necessary for the County to give notice of rents, boat launch fees or other payments to become due or being unpaid, or to make any demand for same, the execution of this Agreement, signed by WildNative, which execution is hereby acknowledged, being sufficient notice of the rents, boat launch fees and other payments being due and the demand for the same, and shall be so construed, any law, usage or custom to the contrary notwithstanding.

(f) The failure of WildNative to perform any duty or obligation herein imposed upon WildNative at the time when this Agreement requires said duty or obligation to be performed and the continuance of such failure for a period of thirty (30) days after County provides written notice to WildNative of such failure.

(g) The vacation of said Premises or abandonment of possession of the same by WildNative, or the use by WildNative of said Premises for purpose other than those for which the same are hereby let which is not cured within thirty (30) days after County provides written notice to WildNative of such act in violation of this Agreement.

(h) Violation by WildNative of any laws, rules or regulations regarding the use of the Premises.

11. REMEDIES UPON DEFAULT

11.1 In the event of default by WildNative as provided in paragraph 10 hereof which is not cured within the cure periods provided, County shall have the right, at County's option:

(a) To declare the remaining balance of rent for the entire term of this Agreement immediately due and payable and proceed by attachment, suit or otherwise to collect the whole amount for the entire Agreement term;

(b) To charge interest on the balance at the rate of eighteen percent (18%) per annum or the highest rate allowed by the laws of the State of Alabama, whichever is less.

(c) To cancel, terminate and annul this Agreement and immediately re-enter and repossess the let Premises;

(d) To demand immediate possession of the Premises without annulling this Agreement; and

(e) In the event this Agreement is in default by WildNative, County has the right to place "For Rent" signs on the building while such event of default is in existence and has not been cured. WildNative agrees to allow County, or parties authorized by County, to visit and inspect the building or show for view for buying or renting the same immediately upon default of the Agreement.

11.2 In the event of the action referred to in paragraph 10.1(c) above, WildNative shall immediately surrender possession of the Premises, and the County shall have the right, but not the obligation, at County's option, for the balance of the Agreement term, to rent the Premises, and WildNative shall pay to the County the difference between the rent reserved in this Agreement and any lesser amount of rent which the County may procure by renting the Premises to such other party.

11.3 The exercise by County of the right to declare the entire rent due for the entire term, and subsequent proceedings by the County to collect said rent, shall not affect County's right to exercise the privileges granted County in paragraph 10.1 above. The acceptance of rent by County after a violation of a duty or obligation of WildNative or breach by WildNative of a condition to this Agreement shall not be deemed a waiver of any default that may exist hereunder. The remedies provided for herein shall be cumulative and nothing contained herein shall be construed as restricting or limiting any right which the County may have, to recover damages, or other remedy provided by law, from WildNative for a breach of this Agreement.

12. ATTORNEY'S FEES

12.1 If an event of default by WildNative hereunder occurs, and in the event of the subsequent employment by the County of an attorney for the collection of any amount due hereunder, or for the institution of any suit for possession of the Premises, or on account of bankruptcy proceedings by or against WildNative, or legal process being issued against the leasehold interest of WildNative in the let Premises, or against any property of WildNative located upon the Premises, or upon the necessity of the County employing an attorney on account of any violation of the conditions of this Agreement by WildNative, in such event, WildNative hereby agrees to pay and shall be taxed with a reasonable attorney's fee and related costs for the services of such attorney on behalf of the County and any County Related Party.

13. TAXES

13.1 WildNative shall promptly pay all taxes and assessments of whatsoever kind and nature which are now or which may be imposed or assessed upon (i) the land and improvements hereby leased; and (ii) any fixtures, equipment, merchandise or other personal property of any kind installed upon the Premises or brought thereto by County. WildNative shall promptly pay all taxes and assessments of whatsoever kind and nature which are now or which may be imposed or assessed upon any fixtures, equipment, merchandise or other personal property of any kind installed upon the Premises or brought thereto by WildNative. WildNative shall, within fifteen (15) days of receiving notification of same, pay all property taxes assessed against the property, provided however that WildNative shall pay only the prorated portion of such taxes accruing during WildNative's occupancy of the Premises.

14. ACCESS TO RECORDS

14.1 Upon request, WildNative shall respond to requests for information and/or provide reports regarding the Agreement and the condition of the building to the County Commission or the County Administrator. WildNative shall maintain an accounting system and records to evidence or prove all required payments pursuant to this Agreement, and these records shall be kept for a minimum of three (3) years or as otherwise required by any applicable laws, rules and regulations.

15. ASSIGNMENT

15.1 WildNative shall not have the right to assign, sublease or transfer this Agreement without the prior written consent of County, which consent may be withheld, in the sole discretion of the County.

16. NOTICES

16.1 All notices given hereunder shall be made by either (1) delivery by hand to the address of WildNative or in person to WildNative, or posted at the entrance of the Leased Premises of WildNative for a period of twenty-four (24) hours; or (2) to WildNative or County in writing and sent by U.S. Registered or U.S. Certified Mail, postage prepaid, addressed as follows:

County: BALDWIN COUNTY COMMISSION
Attn.: Chairman of the Baldwin County Commission
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

WildNative: WILDNATIVE LOL LLC.
C/O Druhan & Tyler, L.L.C.
Attorneys at Law
1106 Dauphin Street
Mobile, Alabama 36604

Mailing Address:
P.O. Box 6
Mobile, Alabama 36601

Each party may, by like notice, from time to time, designate any further or different address to which subsequent notices shall be sent.

17. HOLDING OVER

17.1 In the event that WildNative remains in possession of the Leased Premises or any part thereof after the expiration of said lease term, WildNative shall be a tenant at will of the County, and upon demand, WildNative shall surrender peaceable possession of said Premises to the County. In such event, all of the terms, conditions and covenants of this Agreement shall remain in full force and effect, and WildNative shall furnish written notice to the County of WildNative's intention to terminate said Agreement sixty (60) days prior to such termination, and failure to so notify the County shall render WildNative liable for the rents due under the terms of this lease for a period of two (2) months following the vacation of the premises, in addition to any other damage of whatsoever kind suffered by the County as a result of the failure of WildNative to so notify. County expressly reserves the right to exercise or pursue any and all remedies available at law or in equity.

18. SURRENDER OF POSSESSION

18.1 WildNative agrees that, upon the expiration of the lease term herein, WildNative will surrender quiet and peaceable possession of said Leased Premises in like good order as at the commencement of said term, reasonable wear and tear excepted. WildNative further agrees that WildNative shall be liable unto the County for the restoration of the Leased Premises to the same good condition that the said property was in as of the commencement date of the lease term herein, reasonable wear and tear excepted, and provided that such restoration is made necessary by damages caused to the leased property by WildNative through WildNative's negligence, willful act, abuse or other misuse of the leased property, reasonable wear and tear excepted.

19. SUCCESSIVE INTEREST

19.1 This Agreement shall be binding upon and inure to the benefit of the successors and permitted assignees of each of the parties hereto.

20. EQUIPMENT AND FURNISHINGS / INTERNET SERVICES

20.1 The County, in its sole discretion, may allow for the use or purchase or lease of certain equipment, furnishings or internet services. If the County so elects and WildNative agrees, the parties may enter into a separate agreement or addendum to this Agreement outlining such terms and conditions.

21. LIEN ON LEASEHOLD

21.1 As further consideration of the Agreement and to secure the prompt payments of the rents due hereunder, a first lien is hereby expressly reserved by the County and granted by WildNative upon the terms of this Agreement and upon all interest of WildNative in this Agreement for the payment of rent and also for the satisfaction of any cause of action which may accrue to the County by provisions of this instrument. A first lien is expressly reserved by the County and granted by WildNative upon all buildings, improvements, fixtures, water fixtures, gas fixtures and any other fixtures of whatsoever kind erected or put in place or that may be erected or put in place upon the Leased Premises by or through WildNative for the payment of rent, and also for the satisfaction of any cause of action which may accrue to the County by the provisions of this Agreement.

22. SIGNAGE

22.1 All signage on the Premises shall be in compliance with all applicable laws, ordinances, rules and regulations, and shall be subject to the approval of the County, in its sole discretion. No political signs or advertisements shall be placed on the Premises.

23. NO THIRD PARTY BENEFICIARIES

23.1 This Agreement is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and permitted assigns, and no other person or entity shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise. **[NOTE: Discuss Rental Agreements.]**

24. ENTIRE AGREEMENT

24.1 This instrument constitutes the entire Agreement and understanding of the parties hereto of the subject hereof and supersedes all prior agreements and understandings relating to the subject matter hereof. There are no agreements, understandings, restrictions, warranties, or representations between or among the parties hereto other than those set forth herein.

25. GOVERNING LAW

25.1 This Agreement shall be deemed to have been made within the State of Alabama and shall be governed by and construed in accordance with the laws of the State of Alabama, without giving effect to any choice of law provisions arising thereunder.

IN WITNESS WHEREOF, the County and WildNative, by and through their duly authorized representatives, have signed duplicate originals of this Agreement on this the 1st day of August, 2017.

COUNTY

BALDWIN COUNTY COMMISSION

Attest:

RONALD J. CINK
County Administrator/Budget Director

By: _____
T. CHRISTOPHER ELLIOTT
Its Chairman

WILDNATIVE

WILDNATIVE LOL LLC
An Alabama limited liability company

By: _____
Michael Dorie
Its Director

STATE OF ALABAMA

COUNTY OF BALDWIN

I, Wade Gautney, 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/Budget Director, 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 14th day of September, 2017.

Wade Gautney
Notary Public, Baldwin County, Alabama
My Commission Expires: WANDA F. GAUTNEY My Commission Expires July 28, 2018

STATE OF ALABAMA

COUNTY OF Baldwin

I, Maria Wojciechowski, a Notary Public, in and for said County in said State, hereby certify that Michael Dorie, whose name as Director of WILDNATIVE LOL LLC, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

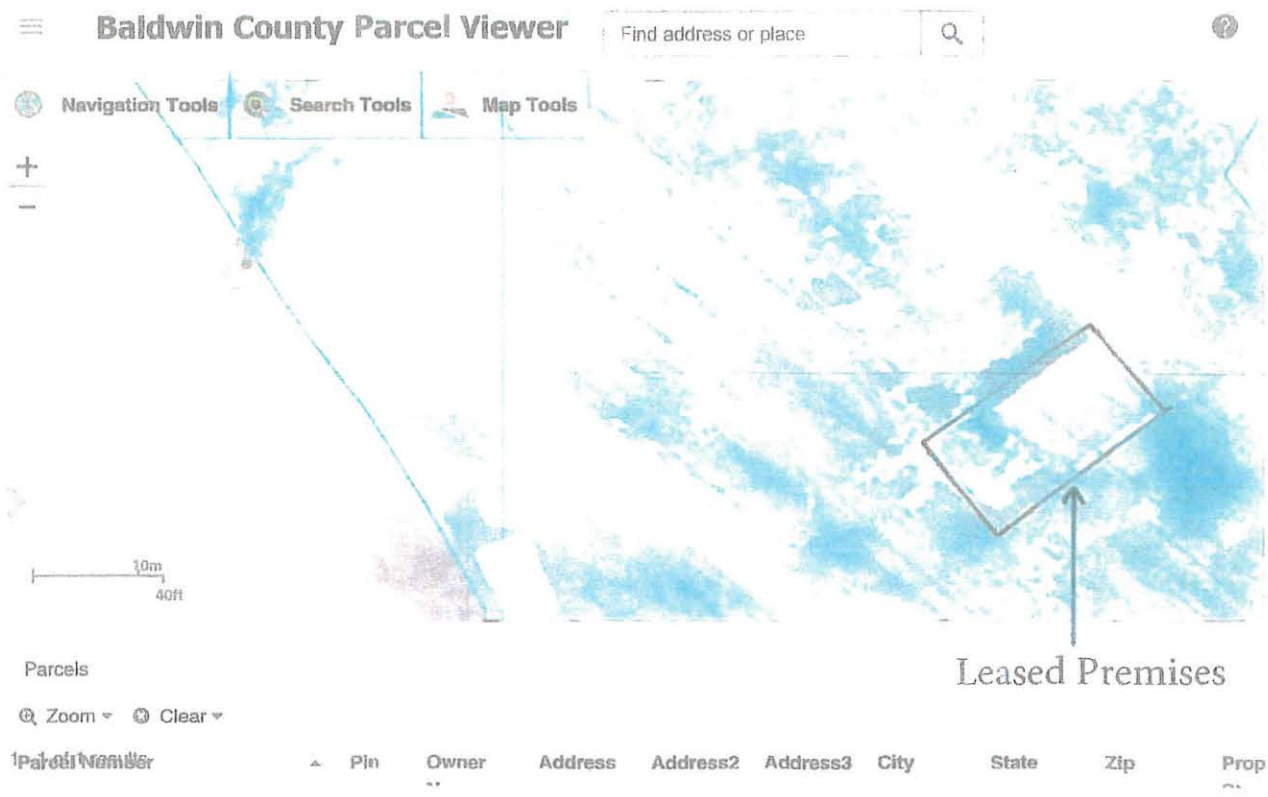
Given under my hand and seal this 1st day of August, 2017.

Maria Wojciechowski

Notary Public, Baldwin County, Alabama
My Commission Expires: 12/14/2020

MARIA WOJCIECHOWSKI
My Commission Expires
NOTARY PUBLIC
12-14-2020
ALABAMA STATE AT LARGE

This instrument prepared by:
DAVID J. CONNER of
BLACKBURN & CONNER, P.C.
Attorneys at Law
Post Office Box 458
Bay Minette, Alabama 36507



Parcels

Zoom Clear

Parcel Number	Pin	Owner	Address	Address2	Address3	City	State	Zip	Prop

EXHIBIT A

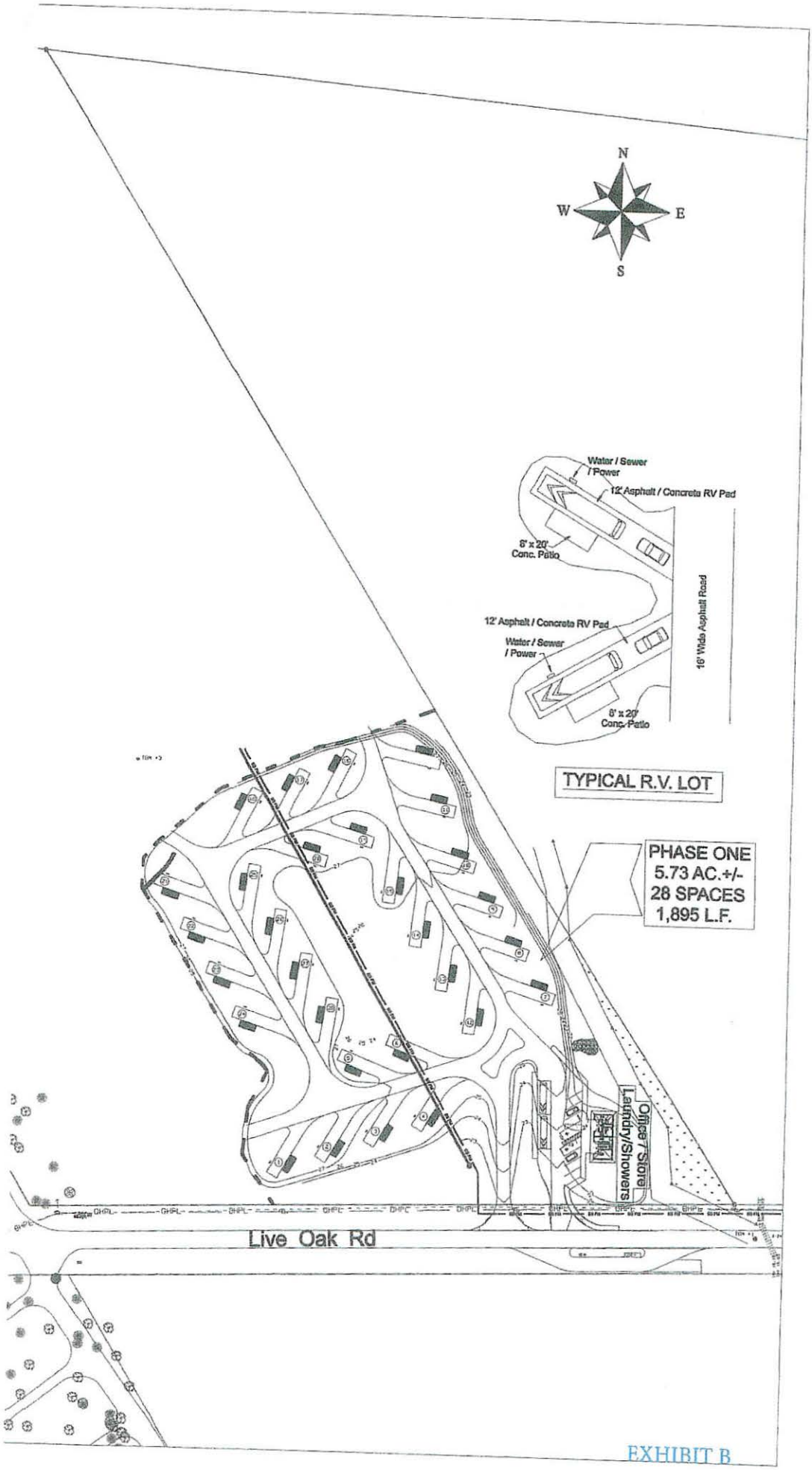

N
W
E
S
Water / Sewer / Power
12' Asphalt / Concrete RV Pad
8' x 20' Conc. Patio
16' Wide Asphalt Road
12' Asphalt / Concrete RV Pad
Water / Sewer / Power
8' x 20' Conc. Patio
TYPICAL R.V. LOT
PHASE ONE
5.73 AC.+/-
28 SPACES
1,895 L.F.
Office / Store
Laundry/Showers
Live Oak Rd

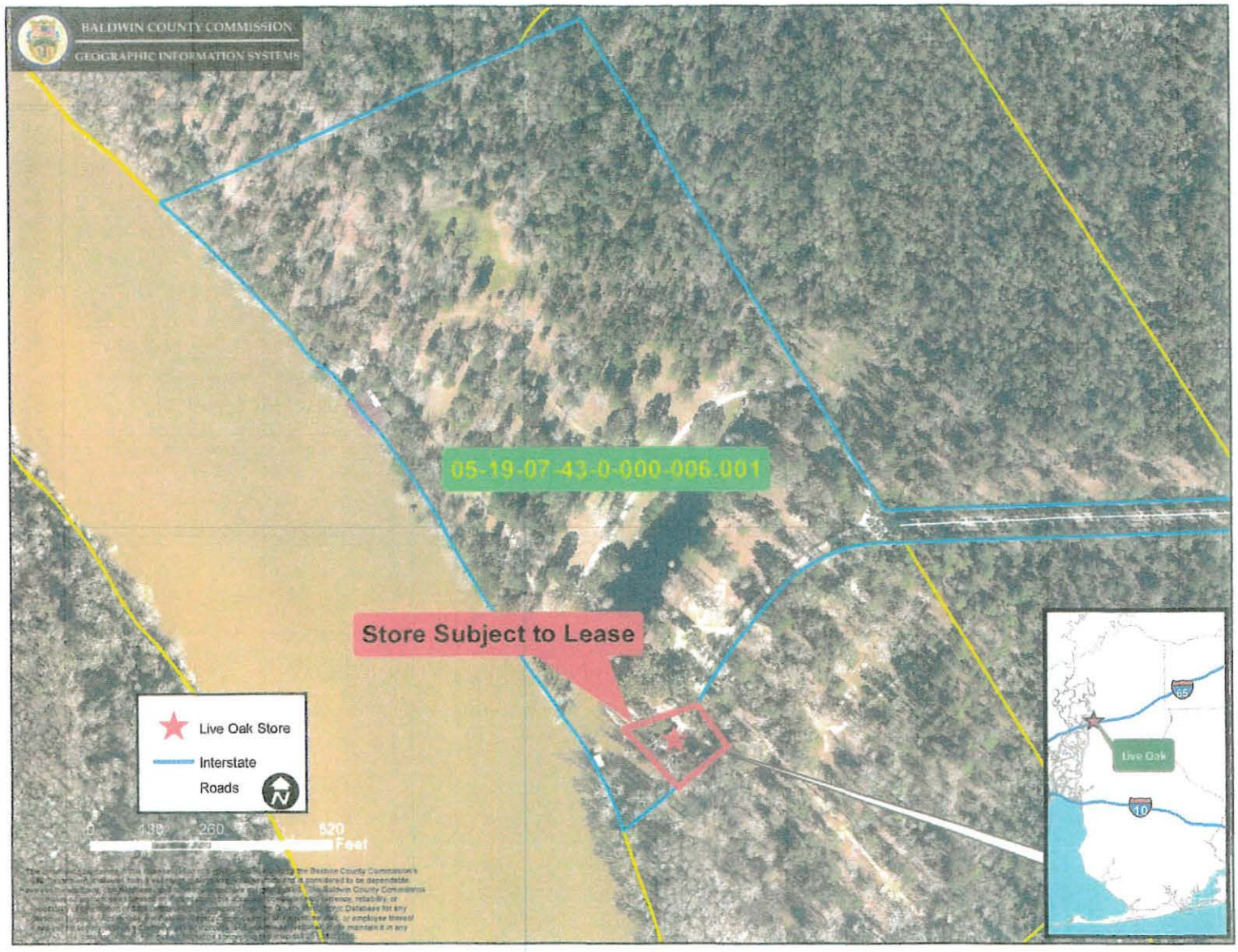
EXHIBIT B

EXHIBIT C

LIVE OAK LANDING CAMPGROUND EXTENDED STAY
POLICIES, RULES AND REGULATIONS

1. Extended stay lots shall be subject to the published weekly rates. No monthly or longer-term rates shall be allowed.
2. Guest with motorhomes, fifth wheels and travel trailers only shall be allowed to utilize the extended stay option. No pop-up or tent campers shall be allowed to utilize the extended stay option.
3. No subletting of sites will be allowed.
4. No indoor furniture or appliances are allowed outside of camping unit.
5. Only one camping unit is allowed per site.
6. Campsites must be clean and well-kept at all times.
7. Only two vehicles are allowed per site.
8. No external propane tanks are allowed to be installed on the ground.
9. No permanent clothes lines are allowed.
10. Any lots or campers that are not kept clean may be subject to cleaning by management, and a charge for such services will be imposed.
11. No storage sheds or any permanent structures are allowed.
12. No ATV's, 3 wheelers, 4 wheelers, motorized scooters or go-carts will be allowed in the campground. Motorcycles are to be used only for transportation in and out of the park. Battery powered golf carts and scooters are allowed.
13. There shall be a limit of two pets per site, and campers must clean up after their pets.
14. Pets must be kept on a leash at all times and shall not to be left outside overnight.
15. Nuisance pets, including, but not limited to, excessive barking, aggression, failure to police feces, wandering cats, etc., as determined by the management or the County, will not be allowed.
16. No fences or cages for pets shall be allowed outside. Portable pet play pens are allowed during the day.
17. Only four adults shall be allowed to camp or stay overnight on each site.
18. Quiet time shall be from 10p.m. till 7 a.m.
19. No electric water heaters shall be installed outside of the camper.
20. No disfiguring of trees or shrubs, including, but not limited to, nails and other hardware, cutting, girdling with rope, or removal, is allowed.
21. The number of sites available for extended stay may be amended or changed by the County, in its discretion.

NOTE: These policies, rules and regulations may be amended by the County at any time in its discretion.


BALDWIN COUNTY COMMISSION
GEOGRAPHIC INFORMATION SYSTEMS
05-19-07-43-0-000-006.001
Store Subject to Lease
Live Oak Store
Interstate
Roads
0
130
260
520
Feet
Live Oak
65
10

LEASE AGREEMENT FOR STORE AND
MANAGEMENT AGREEMENT FOR CAMPGROUND
LOCATED AT LIVE OAK LANDING

This Lease Agreement for Store and Management Agreement for Campground Located at Live Oak Landing (the "Agreement") is entered into by and between BALDWIN COUNTY, ALABAMA, by and through the BALDWIN COUNTY COMMISSION, a political subdivision of the State of Alabama (hereinafter referred to as "County"), and WildNative LOL LLC, an Alabama limited liability company (hereinafter referred to as "Tenant" or "WildNative").

LEASE AGREEMENT FOR STORE

WITNESSETH:

For and in consideration of the respective covenants and agreement of the parties contained herein, County does hereby lease and demise unto WildNative for and during the term of the Agreement the following described Leased Premises located in Baldwin County, Alabama, to wit:

> That portion of the property described as Live Oak Landing, Parcel 1 in that certain Statutory Warranty Deed recorded as Instrument Number 1355257 in the Office of the Judge of Probate of Baldwin County, Alabama, which contains a retail store as outlined and depicted on the attached Exhibit A (the County reserves the right to substitute or add a legal description for the Leased Premises).

WildNative shall be entitled to use that portion of the Premises described above and as outlined and depicted on the attached Exhibit A for the operation of a retail sales store for services related to the operation of the campground and boat launch. The County reserves the right, in its sole discretion, to subdivide the premises and the surrounding property in order to create two or more lots or parcels. In that event, the parties agree that the legal description of the property outlined and depicted in Exhibit A may be substituted based on the subdivision by an addendum executed by the parties, if deemed necessary by the County.

1. USE OF LEASED PREMISES

1.1 The Leased Premises are to be used by WildNative for the sole purpose of operating a retail sales and rental store for services related to the operation of the campground, boat launch, kayak rentals and other services provided at Live Oak Landing. (WildNative shall be entitled sell alcohol for off-premise consumption only, subject all applicable laws, rules and regulations and any rules and regulations adopted by the County regarding the same, and WildNative shall obtain all required licenses.) Any other activity is expressly prohibited. WildNative shall, at all times, in connection with its operations, fully and promptly comply with all laws, ordinances, orders, rules and regulations of any lawful authority having jurisdiction over said Leased Premises, including, but not limited to, those relating to cleanliness, safety,

occupation and use of said Leased Premises and the nature, character and manner of the operation of the business conducted in or at said Leased Premises. WildNative shall, at all times, in connection with its operations, fully and promptly comply with all laws, ordinances, orders, rules and regulations pertaining to environmental protection, either through the EPA, ADEM (Alabama Department of Environmental Management) or other regulatory bodies.

1.2 WildNative is solely responsible for the safety of all employees, invitees, customers and guests relative to the Leased Premises.

1.3 County agrees that, if WildNative shall perform all of the covenants and agreements herein required to be performed by WildNative, WildNative shall, subject to the terms of this Agreement, have the peaceable and quiet enjoyment and possession of the Leased Premises.

2. DURATION OF LEASE TERM

2.1 Provided that WildNative has remitted unto County all rental payments, boat launch fees and all payments required to be paid to the County, the term ("Term") covered by this Lease Agreement shall be for a term of three years and shall commence thirty (30) days prior to the County's estimated completion date of the RV park and bath house being constructed by the County at Live Oak Landing, and shall terminate at 11:59 p.m. Central Time three years from the commencement date. This Agreement shall automatically renew for two additional three year terms, unless either party elects to terminate the Agreement by giving not less than sixty (60) days written notice prior to the end of the respective term or renewal term.

2.2 Either party may terminate this Agreement for cause by giving ninety (90) days written notice of such termination for cause. WildNative shall be responsible for making all payments required pursuant to the Lease Agreement through the date of termination and surrender of possession.

3. CONSIDERATION

3.1 In consideration of this Agreement, WildNative agrees to collect the money for boat launch fees and pavilion rental, and WildNative agrees to pay 100% of the funds collected to the County, less a maximum fee of two percent (2%) of the credit card transactions for any credit card fees, banking fees or financial transaction fees directly attributable to such credit card transactions, in exchange for the rent of the store for the Term of the Lease. WildNative shall provide documentation and records outlining all such credit card fees, banking fees or financial transaction fees directly attributable to such credit card transactions for boat launch fees and pavilion rental as deemed necessary by the County.

3.2 All scheduled rent payments, boat launch fees and other required payments shall be paid to the County on or before the first (1st) day of each month, and the first such monthly payment under this Agreement shall be due on the first day of the month following the commencement date of the Agreement. In the event the payments are not received by the

10th of each month, a late fee in the amount of 10% of the previous month's payment or $150.00. whichever is greater, shall be paid to the County.

3.3 Payment of said rent shall be made by mailing or otherwise delivering a check or money order payable to at the following address:

For Standard Delivery: Baldwin County Commission
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

For Overnight Delivery: Baldwin County Commission
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

3.4 Said payments shall be made as indicated herein until such time as County may subsequently designate another place of payment.

3.5 Prior to the commencement of the lease, WildNative shall pay a security deposit in the amount of Ten Thousand Dollars ($10,000.00) to secure the performance by WildNative of all terms and conditions of the Agreement and to secure payment to the County for (1) any losses or damages incurred by the County as a result of WildNative's failure to comply with the terms of this Agreement and (2) any losses, damages or reimbursements incurred by the County as a result of County's efforts to enforce the terms of this Agreement, including, but not limited to, reasonable attorney's fees and costs.

4. MAINTENANCE AND REPAIR

4.1 WildNative has inspected the Leased Premises prior to the execution of this Lease, and agrees to accept the same in its present condition. WildNative is taking the Leased Premises in "as is" condition. WildNative shall maintain and keep in a good state of repair all improvements situated on the Leased Premises, including, without limitation, windows, interior of the building, heating and air conditioning unit(s) and routine maintenance. WildNative shall be solely responsible for the maintenance of any additional improvements constructed by WildNative, as approved by the County, including, without limitation, renovations and any additional heating and air conditioning units, electrical wiring and plumbing. Subject to the limitations set forth below, WildNative shall be solely responsible for maintaining and keeping the Premises in a good state of repair, free from refuse and rubbish, and yards maintained, and shall return and surrender possession of the same at the expiration or termination of this lease in like good order as at the commencement of said Term, natural wear and tear excepted. Provided, however, that County shall be responsible for the maintenance and repair of the exterior, electrical wiring and plumbing in the building existing at the time of commencement of the Agreement, and the County shall provide grass mowing and landscaping, as deemed necessary by the County, in its sole discretion.

4.2 It is expressly understood and agreed between the parties hereto that the County shall not be responsible for the maintenance or repair to any of the items described herein which said maintenance or repair is necessitated by any act of WildNative or WildNative's invitees or licensees, it being expressly agreed by the parties hereto that such maintenance and repair shall be the obligation of WildNative, including any repair to the electrical wiring, plumbing and heating and air conditioning unit(s), provided, however, that WildNative shall not be responsible for any repairs necessitated as a result of negligence or intentional acts of County or its employees or agents.

4.3 WildNative may, at WildNative's expense, make such alterations in, or additions to, the building or Leased Premises, as WildNative may deem necessary to fit the same for the business of WildNative, upon first obtaining written approval of County, in County's sole discretion. It is understood that any and all improvements shall become property of the County, with the exception of fixtures purchased by WildNative which can be removed without damage to the Leased Premises.

4.4 County shall not be required to do any repairs upon the Leased Premises or building thereon other than those agreed upon by the County in writing at the commencement of the Lease, if any, and the County shall not be liable for any damage caused by or growing out of any breakage, leakage, getting out of order, or defective condition of said roof, plumbing, gas, electrical, water, steam or other sewerage, or the bursting, leaking or running of any cistern tank, wash pan, water closet, or waste pipe, in, above or upon said building, premise or appliances located therein.

4.5 It is further understood and agreed by the parties hereto that nothing herein shall be construed as denying the County the right to make any repairs which are deemed necessary during the Term of this Lease, such right being expressly reserved unto the County.

4.6 WildNative shall also be responsible for the maintenance of fire extinguishers and pest control.

4.7 The cost of all utilities related to the Leased Premises and the operation of the retail store, including, but not limited to, electricity, water, sewer, telephone, internet or gas, if available, shall be the sole responsibility of WildNative.

II. MANAGEMENT AGREEMENT FOR CAMPGROUND

5. MANAGEMENT AND OPERATION OF THE CAMPGROUND

5.1 WildNative shall be responsible for the management and operation of the campground, including the RV sites, primitive sites and bath house, subject to any rules, regulations or procedures adopted by the County, in its discretion. Attached as Exhibit B is a drawing of the campground and bath house as it will exists on the date of commencement, subject to any changes or modifications deemed necessary by the County, in its discretion.

5.2 As set forth in Section 5.1 and as depicted in Exhibit B, the County has installed or will install twenty-eight (28) RV sites, and County reserves the right to install additional RV sites, in its sole discretion. WildNative shall be responsible for installing the primitive camp sites, with an initial twenty (20) primitive camp sites to be installed on a location to be determined by the County. The installation of any further primitive camp sites may be approved by the County, in its discretion. WildNative may seek grant funding or assistance from other agencies, subject to the approval of the County, in its discretion.

5.3 WildNative shall be responsible for managing the campground, collecting all rental fees, maintaining the campground facilities, mowing grass, collecting trash and debris, cleaning the campground and providing adequate staff for the campground operations.

5.4 WildNative shall be entitled to charge an appropriate variable rent of not less than ten dollars ($10.00) and not more than thirty dollars ($30.00) per day for primitive campsites and not less than thirty-five dollars ($35.00) and not more than sixty-five dollars ($65.00) per day for RV sites, unless the County approves an increase or decrease, in its discretion. WildNative shall be required to publish a rate schedule outlining the rental rates to be charged during the year, including any discounts that may apply, which shall be provided to the County. The County reserves the right to authorize or require discounts for Baldwin County residents, in its discretion. The County reserves the right, in its discretion, to allow non-profit groups (for example, the Boy Scouts or Girl Scouts) to use the campground and facilities rent free.

5.5 (a) No camper or guests shall be allowed to stay in the same campsite for more than twenty-one (21) days, and no camper or guest shall be allowed to stay longer than twenty-one (21) consecutive days in the campground, unless otherwise approved or authorized by the rules and regulations adopted by the County. Campers and guests must leave the campground for a minimum of one (1) week. (b) Beginning on November 1 and ending seven days prior to the week of Spring Break as determined by the Baldwin County Board of Education for each year of the term (which shall be no later than April 1), WildNative may offer an extended stay option, subject to any policies, rules or regulations adopted by the County in its discretion. Subject to site availability and the policies, rules and regulations adopted by the County, WildNative may allow extended stay guest to utilize up to fourteen (14) sites for extended stay, provided, however, that no extended stay guests shall be allowed to stay in the same campsite for more than five (5) weeks, and extended stay guests must leave the campground for a minimum of three (3) weeks before returning to the campground. The initial policies, rules and regulations approved by the County shall be subject to amendment at any time, are attached hereto as Exhibit C.

5.6 Access to the campground may be restricted subject to rules and regulations approved by the County.

5.7 The cost of all utilities related to the campground only, including, but not limited to, electricity, water, sewer, telephone, internet or gas, if available, are to be deducted from the gross rent revenue collected from the RV and primitive campsites each month, and the

net rent revenue collected after the such deduction for utilities shall be subject to the payment of the management fees to WildNative as set forth in Section 5.8.

5.8 County shall pay WildNative a management fee based on the following schedule:

A. WildNative shall be entitled to receive a management fee for the RV sites based on the number of RV sites constructed subject to the following schedule:
   1. Twenty-eight (28) to fifty-nine (59) RV sites constructed; forty-two percent (42%) of net rent revenue for the rental of RV sites and primitive campsites each month as described in Section 5.7.
   2. Sixty (60) to eighty-nine (89) RV sites constructed; twenty-six percent (26%) of net rent revenue for the rental of RV sites and primitive campsites each month as described in Section 5.7.
   3. Ninety (90) to One Hundred Twenty-four (124) RV sites constructed; nineteen percent (19%) of net rent revenue for the rental of RV sites and primitive campsites each month as described in Section 5.7.
   4. One Hundred Twenty-five or more RV sites constructed; fourteen percent (14) of net rent revenue for the rental of the RV sites and primitive campsites each month as described in Section 5.7.

B. WildNative shall collect all campground rental fees, and after the deduction of the cost of the utilities as set forth in Section 5.7, WildNative shall remit all amounts collected to the County, less the management fees based on the net rent revenues as set forth above.

5.9 The term of the management agreement term shall coincide with the term of the lease and shall be subject to termination in the same manner as the lease.

III. REMAINING PROVISIONS APPLICABLE TO THE LEASE AGREEMENT FOR STORE AND MANAGEMENT AGREEMENT FOR CAMPGROUND

6. UTILITIES AND CARE OF PREMISES

6.1 Except as expressly set forth in this Agreement, WildNative agrees to pay all bills, cost of installation or maintenance incurred for electricity, water, gas, sewer, telephone, internet services, garbage or other utilities of whatsoever kind used on the Premises during the term of this Agreement; to keep all electrical apparatus in good order; to permit no waste of the property, or allow the same to be done, but to take good care of the same; and upon the termination of this Agreement, to surrender quiet and peaceable possession of the said Premises in like good order as at the commencement of said term, natural wear and tear excepted. Utilities will be transferred from County to WildNative upon commencement of the Agreement, and any charges for services through that date will be prorated between the parties.

7. INDEMNITY, PUBLIC LIABILITY INSURANCE AND FIRE EXTENDED COVERAGE INSURANCE

7.1 Indemnity. County shall not be liable to WildNative or to WildNative's employees, agents, licensees, guests or visitors, or to any other person or entity, whomsoever, for any injury to person or damage to or loss of property on or about the Premises caused by the negligence or misconduct of WildNative, its employees, subtenants, licensees, guests, visitors or concessionaires, or of any other person entering the Premises under the express or implied invitation of WildNative, or arising out of the use of the Premises by WildNative and the conduct of its business therein, or arising out of any breach or default by WildNative in the performance of its obligations hereunder or resulting from any other cause. **TO THE FULLEST EXTENT ALLOWED BY LAW, WILDNATIVE SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COUNTY AND ANY COMMISSIONER, OFFICER, DIRECTOR, AGENT, EMPLOYEE, REPRESENTATIVE, TRUSTEE, BENEFICIARY, INSURER OR EMPLOYEE OF COUNTY (HEREIN COLLECTIVELY CALLED A "COUNTY RELATED PARTY") FROM AND AGAINST ANY AND ALL LIABILITIES, OBLIGATIONS, DAMAGES, CLAIMS, SUITS, LOSSES, CAUSES OF ACTION, LIENS, JUDGMENTS AND EXPENSES (INCLUDING COURT COSTS, ATTORNEY'S FEES AND COSTS OF INVESTIGATION) OF ANY KIND, NATURE OR DESCRIPTION RESULTING FROM ANY INJURIES TO OR DEATH OF ANY PERSON OR ANY DAMAGE TO PROPERTY WHICH ARISES, OR IS CLAIMED TO ARISE FROM (I) AN INCIDENT OR EVENT WHICH OCCURRED WITHIN OR ON THE PREMISES; OR (II) THE OPERATION OR CONDUCT OF WILDNATIVE'S BUSINESS WITHIN THE PREMISES (COLLECTIVELY, THE "CLAIMS"), UNLESS SUCH CLAIM IS THE CAUSED SOLELY BY THE NEGLIGENT ACTS OR OMISSIONS OF ANY COUNTY RELATED PARTY. WILDNATIVE SHALL, AT WILDNATIVE'S SOLE COST AND EXPENSE, DEFEND SUCH CLAIM BY OR THROUGH ATTORNEYS REASONABLY ACCEPTABLE TO COUNTY.**

WildNative shall not cause or permit hazardous materials to be brought upon, kept or used in or about the Premises other than as is necessary or useful to WildNative's business. Any such hazardous material shall be used, kept and stored in a manner that complies with all laws regulating any such hazardous material. **TO THE FULLEST EXTENT ALLOWED BY LAW, WILDNATIVE AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS COUNTY AND COUNTY RELATED PARTIES FROM ANY AND ALL CLAIMS, JUDGMENTS, DAMAGES, PENALTIES, FINES, COSTS, LIABILITIES OR LOSSES AS A RESULT OF THE CONTAMINATION OF THE PREMISES BY ANY SUCH HAZARDOUS MATERIALS OF WILDNATIVE. THIS INDEMNIFICATION OF COUNTY AND COUNTY RELATED PARTIES BY WILDNATIVE INCLUDES, WITHOUT LIMITATION, COSTS INCURRED IN CONNECTION WITH ANY INVESTIGATION OF SITE CONDITIONS OR ANY CLEANUP, REMEDIAL REMOVAL OR RESTORATION WORK REQUIRED BY ANY FEDERAL, STATE OR LOCAL GOVERNMENTAL AGENCY OR POLITICAL SUBDIVISION BECAUSE OF HAZARDOUS MATERIAL OF WILDNATIVE. THIS INDEMNIFICATION OF COUNTY AND COUNTY RELATED PARTIES BY WILDNATIVE INCLUDES**

WITHOUT LIMITATION COSTS INCURRED IN CONNECTION WITH ANY INVESTIGATION OF SITE CONDITIONS OR ANY CLEANUP, REMEDIAL REMOVAL OR RESTORATION WORK REQUIRED BY ANY FEDERAL, STATE OR LOCAL GOVERNMENTAL AGENCY OR POLITICAL SUBDIVISION BECAUSE OF HAZARDOUS MATERIAL OF WILDNATIVE PRESENT IN THE SOIL OR GROUNDWATER OR UNDER THE PREMISES AS A RESULT OF WILDNATIVE'S ACTIONS. WITHOUT LIMITING THE FOREGOING, IF THE PRESENCE OF ANY HAZARDOUS MATERIAL ON THE PREMISES CAUSED OR PERMITTED BY WILDNATIVE RESULTS IN ANY CONTAMINATION OF THE PREMISES, WILDNATIVE SHALL PROMPTLY TAKE ALL ACTIONS, AT ITS SOLE EXPENSE, AS ARE NECESSARY TO RETURN THE PREMISES TO THE CONDITION EXISTING PRIOR TO THE INTRODUCTION OF ANY SUCH HAZARDOUS MATERIAL TO THE PREMISES. "HAZARDOUS MATERIAL" SHALL MEAN ANY HAZARDOUS OR TOXIC SUBSTANCE, MATERIAL OR WASTE WHICH IS OR BECOMES REGULATED BY ANY LOCAL GOVERNMENTAL AUTHORITY, THE STATE OF ALABAMA OR THE UNITED STATES GOVERNMENT.

7.2 Responsibility for Insurance Coverage:

(a) WildNative shall, during the Term, at its sole expense, obtain and keep in force, the following types of insurance insuring the WildNative and County and County Related Parties (County and County Related Parties shall at all times be named as an additional insured), as their respective interests may appear, (i) comprehensive general liability insurance coverage, personal injury, bodily injury, broad form property damage, operations hazard, owner's protective coverage, contractual liability and products and completed operations liability with limits of not less than One Million Dollars ($1,000,000.00) (the aggregate limits of such insurance to apply specifically to the Premises and not to multiple locations); (ii) "All Risk" Physical Damage insurance for WildNative's property (personal property, fixtures and leasehold improvements) in or on the Premises, providing protection against perils that are covered under standard insurance industry practices within the classification of all risk insurance, including, but not limited to, loss or damage from fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles, smoke, domestic water damage, collapse, sprinkler damage, vandalism, malicious mischief, earthquake and flood, for the full insurable value thereof, including an endorsement provided for "loss of income" coverage; and (iii) All Risk Property Damage Insurance covering any building or improvements constructed by WildNative on the Premises (including exterior walls, downspouts, gutter and roof), in an amount not less than ninety (90%) percent of full replacement cost (exclusive of the cost of excavations, foundations, and footings), and with such retention and amounts deductible as County may in its discretion permit, providing protection against perils that are covered under standard insurance industry practices within the classification of all risk insurance, including, but not limited to, loss or damage from fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles, smoke, domestic water damage, collapse, sprinkler damage, vandalism, malicious mischief, earthquake and flood, and such other risks as County may from time to time determine and with any such deductibles as County may from time to time require. All such policies shall name County and County Related Parties as additional insureds.

(b) WildNative shall furnish evidence satisfactory to County of the existence of and maintenance of such insurance prior to or contemporaneous with the commencement of the Term and thereafter at least fifteen (15) days prior to any date on which such policy is required to be renewed. WildNative shall obtain a written obligation on the part of each insurance company to notify County at least thirty (30) days prior to the cancellation of such insurance.

7.3 Non-Liability for Certain Damages: **NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, TO THE FULLEST EXTENT ALLOWED BY LAW, NEITHER COUNTY NOR ANY COUNTY RELATED PARTY SHALL BE LIABLE FOR DAMAGES TO WILDNATIVE OR ANY PARTY CLAIMING THROUGH WILDNATIVE FOR ANY INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO PROPERTY OR FOR INTERRUPTION OR DAMAGE TO BUSINESS RESULTING FROM ANY OF THE FOLLOWING REASONS: (A) ANY ACT, OMISSION OR NEGLIGENCE OF WILDNATIVE OR WILDNATIVE'S EMPLOYEES, AGENTS, CONTRACTORS, OFFICERS, SUBTENANTS, ASSIGNEES, LICENSEES, INVITEES OR CUSTOMERS; (B) ANY ACT, OMISSION OR NEGLIGENCE OF ANY OTHER TENANT WITHIN THE BUILDING, OR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, CONTRACTORS, TENANTS, ASSIGNEES, LICENSEES, INVITEES OR CUSTOMERS; (C) THE REPAIR, ALTERATION, MAINTENANCE, DAMAGE OR DESTRUCTION OF THE PREMISES OR ANY OTHER PORTION OF THE PREMISES (INCLUDING THE CONSTRUCTION OF LEASEHOLD IMPROVEMENTS FOR OTHER TENANTS OF THE PREMISES); (D) VANDALISM, THEFT, BURGLARY AND OTHER CRIMINAL ACTS (OTHER THAN THOSE COMMITTED BY COUNTY'S EMPLOYEES); (E) ANY DEFECT IN OR FAILURE OF IMPROVEMENTS, EQUIPMENT, PIPES, WIRING, HEATING OR AIR CONDITIONING EQUIPMENT, STAIRS, ELEVATORS, OR SIDEWALKS; THE BURSTING OF ANY PIPES OR THE LEAKING, ESCAPING OR FLOWING OF GAS, WATER, STEAM, ELECTRICITY, OR OIL; BROKEN GLASS; OR THE BACKING UP OF ANY DRAINS, EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF COUNTY OR ANY COUNTY RELATED PARTY; (F) INJURY DONE OR OCCASIONED BY WIND, SNOW, RAIN OR ICE, FIRE, ACT OF GOD, PUBLIC ENEMY, INJUNCTION, RIOT, STRIKE, INSURRECTION, WAR, COURT ORDER, REQUISITION, ORDER OF ANY GOVERNMENTAL BODY OR AUTHORITY, OR ANY OTHER CAUSE BEYOND THE REASONABLE CONTROL OF COUNTY. UNDER NO CIRCUMSTANCES SHALL COUNTY BE LIABLE FOR DAMAGES RELATED TO BUSINESS INTERRUPTION, CONSEQUENTIAL DAMAGES, PUNITIVE DAMAGES OR LOSS OF PROFITS.**

8. LOSS OF BUILDING

8.1 If the buildings located on the Premises are totally or partially damaged or destroyed by fire, or other cause, so as to be partially or totally unfit for the use or purpose for which the same is hereby let, the County may elect to repair or rebuild same within ninety (90)

days after receiving written notice from WildNative of such destruction. If such election is made, the County shall proceed to rebuild or repair the said building with due diligence. The rent during said time of reconstruction shall be reduced in the proportion that said Leased Premises in the untenable or unfit condition bears to the condition of the said Leased Premises immediately prior to said damage; provided, however, that in the event County fails to make such election to repair or rebuild within the aforesaid ninety (90) days after WildNative properly notifies the County of such damage, this Agreement may be terminated by WildNative by written notice to the County at any time after the expiration of said ninety (90) day period. Such notice must be given prior to the commencement of reconstruction by the County, and in the event that reconstruction is begun by the County subsequent to said ninety (90) day period and prior to notification by WildNative of its intent to terminate this Agreement, then WildNative will be deemed to have waived the right to so terminate.

9. EMINENT DOMAIN

9.1 In the event the whole of the Premises shall be taken by federal, state, county, city, public utility or other authority for public use or under any statute, or by right of eminent domain, then when possession shall be taken thereunder of said Premises, the Term hereby granted and all rights of WildNative hereunder shall immediately cease and terminate, and the rent herein provided for shall be adjusted as of the date of such termination of this Agreement.

9.2 In the event that a portion of the Premises be taken by such authority, this Agreement shall continue in full force and effect as to the property remaining, provided, however, that said property remaining is capable of a continued enjoyment by WildNative for the uses and purposes provided herein.

10. DEFINITION OF DEFAULT

10.1 The happening of any one or more of the following events shall constitute events of default hereunder:

(a) The levy of execution or other legal process upon the interest of WildNative in the leasehold estate herein created on in this Agreement, or upon any property of WildNative located upon the Leased Premises that remain in effect for thirty (30) days from such levy.

(b) The adjudication of WildNative to be bankrupt, or the approval of a petition for a reorganization of WildNative filed in good faith, in proceedings instituted under the bankruptcy laws, which remain in effect for thirty (30) or more days from such adjudication.

(c) The making of an assignment by WildNative for the benefit of creditors with respect to all or substantially all of the WildNative's property.

(d) The appointment of a receiver of WildNative or of WildNative's property by a court of competent jurisdiction which remains in effect for thirty (30) or more days from such appointment.

(e) The failure of WildNative to pay any installment of rent, boat launch fees or any other payments hereunder at the maturity thereof and the continuance of such failure for a period of thirty (30) days after such maturity. It is understood and agreed between the parties hereto that it shall not be necessary for the County to give notice of rents, boat launch fees or other payments to become due or being unpaid, or to make any demand for same, the execution of this Agreement, signed by WildNative, which execution is hereby acknowledged, being sufficient notice of the rents, boat launch fees and other payments being due and the demand for the same, and shall be so construed, any law, usage or custom to the contrary notwithstanding.

(f) The failure of WildNative to perform any duty or obligation herein imposed upon WildNative at the time when this Agreement requires said duty or obligation to be performed and the continuance of such failure for a period of thirty (30) days after County provides written notice to WildNative of such failure.

(g) The vacation of said Premises or abandonment of possession of the same by WildNative, or the use by WildNative of said Premises for purpose other than those for which the same are hereby let which is not cured within thirty (30) days after County provides written notice to WildNative of such act in violation of this Agreement.

(h) Violation by WildNative of any laws, rules or regulations regarding the use of the Premises.

11. REMEDIES UPON DEFAULT

11.1 In the event of default by WildNative as provided in paragraph 10 hereof which is not cured within the cure periods provided, County shall have the right, at County's option:

(a) To declare the remaining balance of rent for the entire term of this Agreement immediately due and payable and proceed by attachment, suit or otherwise to collect the whole amount for the entire Agreement term;

(b) To charge interest on the balance at the rate of eighteen percent (18%) per annum or the highest rate allowed by the laws of the State of Alabama, whichever is less.

(c) To cancel, terminate and annul this Agreement and immediately re-enter and repossess the let Premises;

(d) To demand immediate possession of the Premises without annulling this Agreement; and

(e) In the event this Agreement is in default by WildNative, County has the right to place "For Rent" signs on the building while such event of default is in existence and has not been cured. WildNative agrees to allow County, or parties authorized by County, to visit and inspect the building or show for view for buying or renting the same immediately upon default of the Agreement.

11.2 In the event of the action referred to in paragraph 10.1(c) above, WildNative shall immediately surrender possession of the Premises, and the County shall have the right, but not the obligation, at County's option, for the balance of the Agreement term, to rent the Premises, and WildNative shall pay to the County the difference between the rent reserved in this Agreement and any lesser amount of rent which the County may procure by renting the Premises to such other party.

11.3 The exercise by County of the right to declare the entire rent due for the entire term, and subsequent proceedings by the County to collect said rent, shall not affect County's right to exercise the privileges granted County in paragraph 10.1 above. The acceptance of rent by County after a violation of a duty or obligation of WildNative or breach by WildNative of a condition to this Agreement shall not be deemed a waiver of any default that may exist hereunder. The remedies provided for herein shall be cumulative and nothing contained herein shall be construed as restricting or limiting any right which the County may have, to recover damages, or other remedy provided by law, from WildNative for a breach of this Agreement.

12. ATTORNEY'S FEES

12.1 If an event of default by WildNative hereunder occurs, and in the event of the subsequent employment by the County of an attorney for the collection of any amount due hereunder, or for the institution of any suit for possession of the Premises, or on account of bankruptcy proceedings by or against WildNative, or legal process being issued against the leasehold interest of WildNative in the let Premises, or against any property of WildNative located upon the Premises, or upon the necessity of the County employing an attorney on account of any violation of the conditions of this Agreement by WildNative, in such event, WildNative hereby agrees to pay and shall be taxed with a reasonable attorney's fee and related costs for the services of such attorney on behalf of the County and any County Related Party.

13. TAXES

13.1 WildNative shall promptly pay all taxes and assessments of whatsoever kind and nature which are now or which may be imposed or assessed upon (i) the land and improvements hereby leased; and (ii) any fixtures, equipment, merchandise or other personal property of any kind installed upon the Premises or brought thereto by County. WildNative shall promptly pay all taxes and assessments of whatsoever kind and nature which are now or which may be imposed or assessed upon any fixtures, equipment, merchandise or other personal property of any kind installed upon the Premises or brought thereto by WildNative. WildNative shall, within fifteen (15) days of receiving notification of same, pay all property taxes assessed against the property, provided however that WildNative shall pay only the prorated portion of such taxes accruing during WildNative's occupancy of the Premises.

14. ACCESS TO RECORDS

14.1 Upon request, WildNative shall respond to requests for information and/or provide reports regarding the Agreement and the condition of the building to the County Commission or the County Administrator. WildNative shall maintain an accounting system and records to evidence or prove all required payments pursuant to this Agreement, and these records shall be kept for a minimum of three (3) years or as otherwise required by any applicable laws, rules and regulations.

15. ASSIGNMENT

15.1 WildNative shall not have the right to assign, sublease or transfer this Agreement without the prior written consent of County, which consent may be withheld, in the sole discretion of the County.

16. NOTICES

16.1 All notices given hereunder shall be made by either (1) delivery by hand to the address of WildNative or in person to WildNative, or posted at the entrance of the Leased Premises of WildNative for a period of twenty-four (24) hours; or (2) to WildNative or County in writing and sent by U.S. Registered or U.S. Certified Mail, postage prepaid, addressed as follows:

County: BALDWIN COUNTY COMMISSION
Attn.: Chairman of the Baldwin County Commission
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

WildNative: WILDNATIVE LOL LLC.
C/O Druhan & Tyler, L.L.C.
Attorneys at Law
1106 Dauphin Street
Mobile, Alabama 36604

Mailing Address:
P.O. Box 6
Mobile, Alabama 36601

Each party may, by like notice, from time to time, designate any further or different address to which subsequent notices shall be sent.

17. HOLDING OVER

17.1 In the event that WildNative remains in possession of the Leased Premises or any part thereof after the expiration of said lease term, WildNative shall be a tenant at will of the County, and upon demand, WildNative shall surrender peaceable possession of said Premises to the County. In such event, all of the terms, conditions and covenants of this Agreement shall remain in full force and effect, and WildNative shall furnish written notice to the County of WildNative's intention to terminate said Agreement sixty (60) days prior to such termination, and failure to so notify the County shall render WildNative liable for the rents due under the terms of this lease for a period of two (2) months following the vacation of the premises, in addition to any other damage of whatsoever kind suffered by the County as a result of the failure of WildNative to so notify. County expressly reserves the right to exercise or pursue any and all remedies available at law or in equity.

18. SURRENDER OF POSSESSION

18.1 WildNative agrees that, upon the expiration of the lease term herein, WildNative will surrender quiet and peaceable possession of said Leased Premises in like good order as at the commencement of said term, reasonable wear and tear excepted. WildNative further agrees that WildNative shall be liable unto the County for the restoration of the Leased Premises to the same good condition that the said property was in as of the commencement date of the lease term herein, reasonable wear and tear excepted, and provided that such restoration is made necessary by damages caused to the leased property by WildNative through WildNative's negligence, willful act, abuse or other misuse of the leased property, reasonable wear and tear excepted.

19. SUCCESSIVE INTEREST

19.1 This Agreement shall be binding upon and inure to the benefit of the successors and permitted assignees of each of the parties hereto.

20. EQUIPMENT AND FURNISHINGS / INTERNET SERVICES

20.1 The County, in its sole discretion, may allow for the use or purchase or lease of certain equipment, furnishings or internet services. If the County so elects and WildNative agrees, the parties may enter into a separate agreement or addendum to this Agreement outlining such terms and conditions.

21. LIEN ON LEASEHOLD

21.1 As further consideration of the Agreement and to secure the prompt payments of the rents due hereunder, a first lien is hereby expressly reserved by the County and granted by WildNative upon the terms of this Agreement and upon all interest of WildNative in this Agreement for the payment of rent and also for the satisfaction of any cause of action which may accrue to the County by provisions of this instrument. A first lien is expressly reserved by the County and granted by WildNative upon all buildings, improvements, fixtures, water fixtures, gas fixtures and any other fixtures of whatsoever kind erected or put in place or that may be erected or put in place upon the Leased Premises by or through WildNative for the payment of rent, and also for the satisfaction of any cause of action which may accrue to the County by the provisions of this Agreement.

22. SIGNAGE

22.1 All signage on the Premises shall be in compliance with all applicable laws, ordinances, rules and regulations, and shall be subject to the approval of the County, in its sole discretion. No political signs or advertisements shall be placed on the Premises.

23. NO THIRD PARTY BENEFICIARIES

23.1 This Agreement is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and permitted assigns, and no other person or entity shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise. **[NOTE: Discuss Rental Agreements.]**

24. ENTIRE AGREEMENT

24.1 This instrument constitutes the entire Agreement and understanding of the parties hereto of the subject hereof and supersedes all prior agreements and understandings relating to the subject matter hereof. There are no agreements, understandings, restrictions, warranties, or representations between or among the parties hereto other than those set forth herein.

25. GOVERNING LAW

25.1 This Agreement shall be deemed to have been made within the State of Alabama and shall be governed by and construed in accordance with the laws of the State of Alabama, without giving effect to any choice of law provisions arising thereunder.

IN WITNESS WHEREOF, the County and WildNative, by and through their duly authorized representatives, have signed duplicate originals of this Agreement on this the 1st day of August, 2017.

COUNTY

BALDWIN COUNTY COMMISSION

Attest:

RONALD J. CINK
County Administrator/Budget Director

By: _____
T. CHRISTOPHER ELLIOTT
Its Chairman

WILDNATIVE

WILDNATIVE LOL LLC
An Alabama limited liability company

By: _____
Michael Dorie
Its Director

STATE OF ALABAMA

COUNTY OF BALDWIN

I, _____, 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/Budget Director, 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 14th day of September, 2017.

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

WANDA F. GAUTNEY
My Commission Expires
July 28, 2018

STATE OF ALABAMA

COUNTY OF Baldwin

I, Maria Wojciechowski, a Notary Public, in and for said County in said State, hereby certify that Michael Dorie, whose name as Director of WILDNATIVE LOL LLC, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

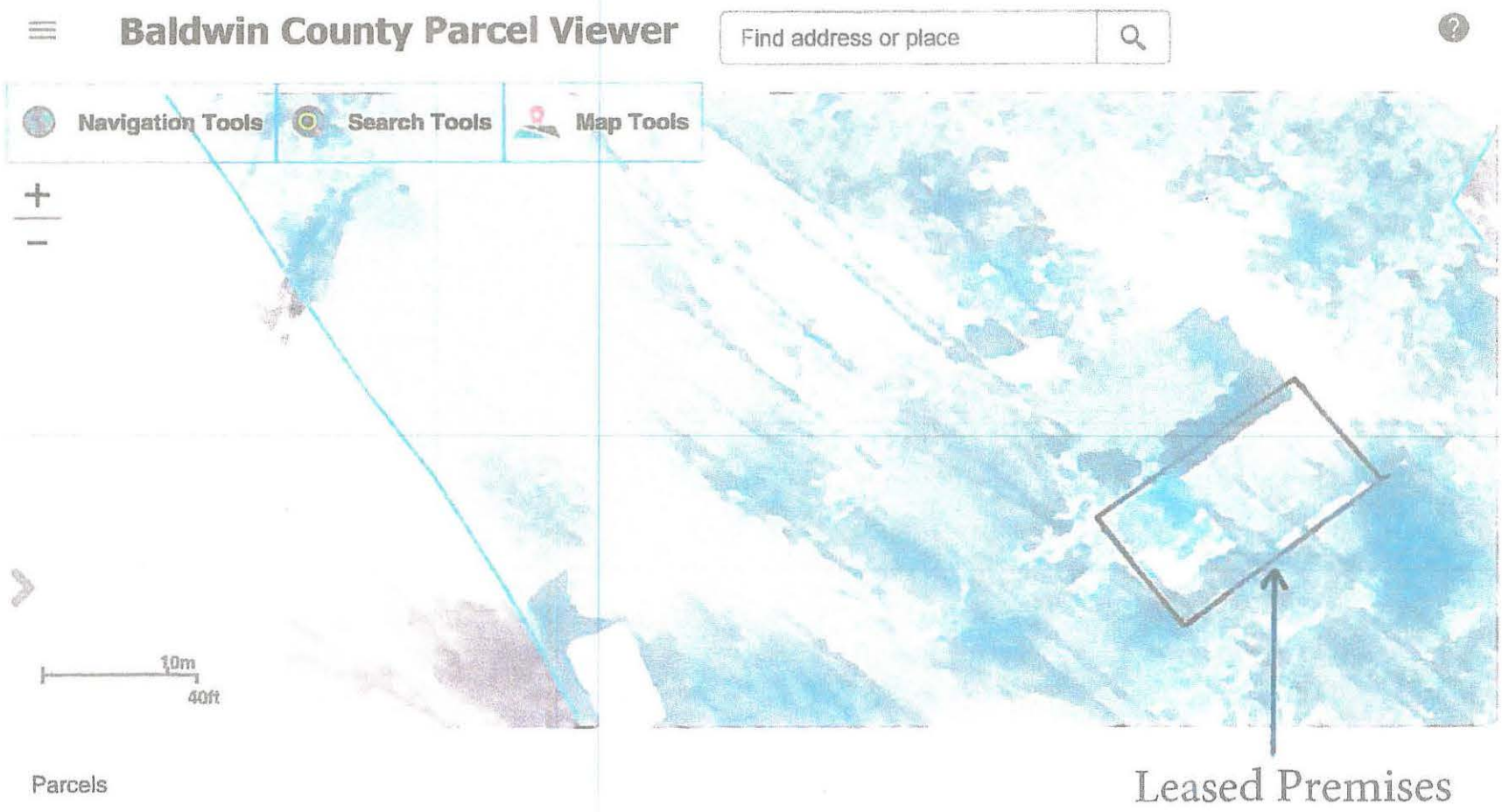
Given under my hand and seal this 1st day of August, 2017.

Maria Wojciechowski

Notary Public, Baldwin County, Alabama
My Commission Expires: 12/14/2020

MARIA WOJCIECHOWSKI
My Commission Expires
NOTARY PUBLIC
12-14-2020
ALABAMA STATE AT LARGE

This instrument prepared by:
DAVID J. CONNER of
BLACKBURN & CONNER, P.C.
Attorneys at Law
Post Office Box 458
Bay Minette, Alabama 36507



Parcels

Zoom Clear

1 of 1 results

Parcel Number	Pin	Owner	Address	Address2	Address3	City	State	Zip	Prop

EXHIBIT A

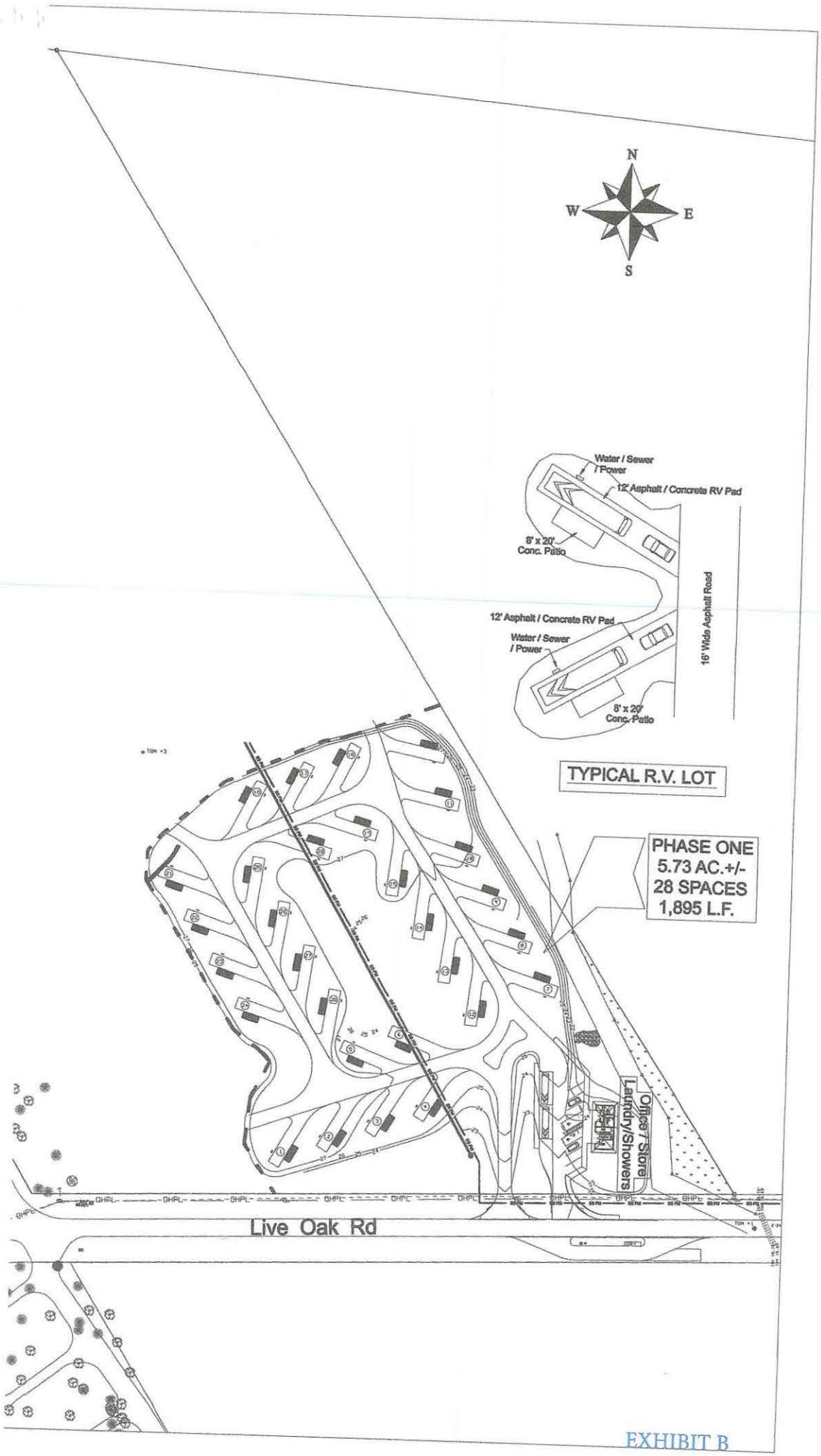

N
W
E
S
Water / Sewer / Power
12' Asphalt / Concrete RV Pad
8' x 20' Conc. Patio
16' Wide Asphalt Road
12' Asphalt / Concrete RV Pad
Water / Sewer / Power
8' x 20' Conc. Patio
TYPICAL R.V. LOT
PHASE ONE
5.73 AC.+/-
28 SPACES
1,895 L.F.
Office / Store
Laundry/Showers
Live Oak Rd

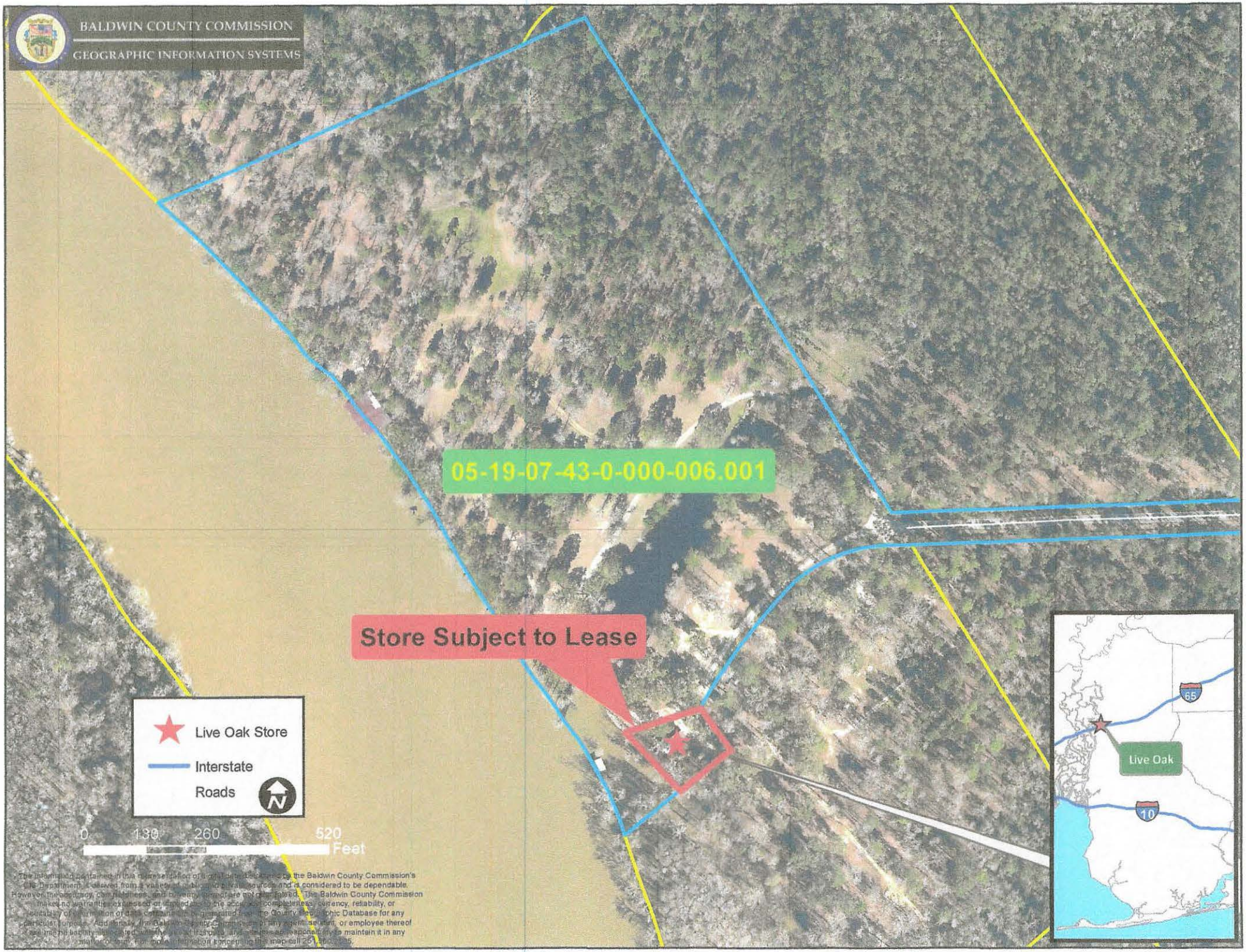
EXHIBIT B

EXHIBIT C

LIVE OAK LANDING CAMPGROUND EXTENDED STAY
POLICIES, RULES AND REGULATIONS

1. Extended stay lots shall be subject to the published weekly rates. No monthly or longer-term rates shall be allowed.
2. Guest with motorhomes, fifth wheels and travel trailers only shall be allowed to utilize the extended stay option. No pop-up or tent campers shall be allowed to utilize the extended stay option.
3. No subletting of sites will be allowed.
4. No indoor furniture or appliances are allowed outside of camping unit.
5. Only one camping unit is allowed per site.
6. Campsites must be clean and well-kept at all times.
7. Only two vehicles are allowed per site.
8. No external propane tanks are allowed to be installed on the ground.
9. No permanent clothes lines are allowed.
10. Any lots or campers that are not kept clean may be subject to cleaning by management, and a charge for such services will be imposed.
11. No storage sheds or any permanent structures are allowed.
12. No ATV's, 3 wheelers, 4 wheelers, motorized scooters or go-carts will be allowed in the campground. Motorcycles are to be used only for transportation in and out of the park. Battery powered golf carts and scooters are allowed.
13. There shall be a limit of two pets per site, and campers must clean up after their pets.
14. Pets must be kept on a leash at all times and shall not to be left outside overnight.
15. Nuisance pets, including, but not limited to, excessive barking, aggression, failure to police feces, wandering cats, etc., as determined by the management or the County, will not be allowed.
16. No fences or cages for pets shall be allowed outside. Portable pet play pens are allowed during the day.
17. Only four adults shall be allowed to camp or stay overnight on each site.
18. Quiet time shall be from 10p.m. till 7 a.m.
19. No electric water heaters shall be installed outside of the camper.
20. No disfiguring of trees or shrubs, including, but not limited to, nails and other hardware, cutting, girdling with rope, or removal, is allowed.
21. The number of sites available for extended stay may be amended or changed by the County, in its discretion.

NOTE: These policies, rules and regulations may be amended by the County at any time in its discretion.


BALDWIN COUNTY COMMISSION
GEOGRAPHIC INFORMATION SYSTEMS
05-19-07-43-0-000-006.001
Store Subject to Lease
Live Oak Store
Interstate
Roads
N
0
130
260
520
Feet
Live Oak
65
10

Baldwin County Commission

Agenda Action Form

File #: 20-1579, **Version:** 1 **Item #:** HA3

Meeting Type: BCC Regular Meeting
Meeting Date: 9/15/2020
Item Status: Addendum
From: Eddie Harper, Building Official
Submitted by: Mindy Smith, Permit Administrator

ITEM TITLE
Delta Computer Systems, Inc. - Software Support Agreement and Addendum

STAFF RECOMMENDATION
Related to the Building Inspection Department software, take the following actions:

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

2) Authorize the Chairman to sign the Computer Software Support Agreement Addendum with Delta Computer Systems, Inc. with the new monthly rate in the amount of $719.16, effective October 1, 2020.

BACKGROUND INFORMATION

Previous Commission action/date: August 6, 2019

Background: The Baldwin County Commission, during its regularly scheduled meeting held on August 6, 2019, and as related to the Building Permit Computer Software Agreement, took the following actions: 1) Authorized the Chairman to sign the Computer Software Support Agreement with Delta Computer Systems, Inc., with terms of this agreement automatically renew at each annual period; and 2) Authorized the Chairman to sign the Computer Software Support Agreement Addendum with Delta Computer Systems, Inc.

FINANCIAL IMPACT

Total cost of recommendation: $8,630.00

Budget line item(s) to be used: 52710.5235

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

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?
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 and Ronald Cink, Budget Director

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Administration - have Chairman sign Computer Support Agreement and Addendum
Mail agreement and addendum to:
Delta Computer Systems, Inc
1085 Tommy Munro Drive
Biloxi, Mississippi 39532

Additional instructions/notes: N/A

Delta Computer Systems, Inc.
Computer Software Support Agreement

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

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

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

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

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

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

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

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

Either party may terminate this agreement after a 60 day written notice and payment of all outstanding amounts due.

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

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

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

Agreed this 2nd day of June, 2020

BALDWIN COUNTY, AL
Client Name

Client Signature

Eddie Harper
Printed Name

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

Delta Computer Systems, Inc.
A Harris Local Government Company

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

Computer Software Support Agreement
ADDENDUM

For: BALDWIN COUNTY, AL-BUILDING PERMITS AL05

Below is a current list of maintenance/support/web hosting charges for the upcoming fiscal year 10/ 1/2020 These charges will be billed on 9/15/2020 due for payment 10/ 1/2020.

Delta Contract Number	Description	Date of Last Increase	Current Rate	New Rate	Rate Type
16910	Building Permit Website Hosting	09/2019	2,940.00	3,100.00	Annual
16920	Building Permit Software Maintenance	09/2019	5,240.00	5,530.00	Annual
IVMCBP03(1)		TOTAL:	681.67	719.16	MONTHLY

Agreed this 10th day of July, 2020.

BALDWIN COUNTY, AL
County/Office Name

Accepted: Delta Computer Systems, Inc.

Client Signature

Eddie Harper
Printed Name

TO: BALDWIN COUNTY BUILDING DEPT
ATTN: BRIAN PEACOCK
312 COURTHOUSE SQUARE SUITE 19
BAY MINETTE AL 36507

Baldwin County Commission

Agenda Action Form

File #: 20-1582, **Version:** 1 **Item #:** HA4

Meeting Type: BCC Regular Meeting
Meeting Date: 9/15/2020
Item Status: Addendum
From: Eddie Harper, Building Official
Submitted by: Mindy Smith, Permit Administrator

ITEM TITLE
Waiving Permit Fees for Repairs Related to Damage Caused by Hurricane Sally

STAFF RECOMMENDATION
As related to damages caused by Hurricane Sally and for a period of six (6) months, starting September 16, 2020, and ending March 16, 2021, take the following actions:

1) Waive building permit fees for those residents in the unincorporated Baldwin County building permitting jurisdiction who sustained damage and will need repairs due to Hurricane Sally on September 16, 2020; and

2) Waive Land Use Certificate application fees in the zoned areas of Baldwin County for repairs due to Hurricane Sally.

(These actions will still require residents to apply for and receive approved Land Use Certificates, Building Permits, and inspections and is only applicable to structures that were existing prior to the storm. This action does not apply to new construction or to any additional square footage.)

BACKGROUND INFORMATION

Previous Commission action/date: September 21, 2004

Background: In the regular meeting on September 21, 2004, the Baldwin County Commission approved a similar request for storm damage repair related to Hurricane Ivan.

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: Eddie Harper will notify the Building Department offices. Wayne Dyess will notify the Planning and Zoning Department offices.

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

Additional instructions/notes: N/A