# **Baldwin County Commission**



# Work Session Meeting Agenda Monday, December 5, 2022 8:30 AM

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

# Regular Meeting Agenda Monday, December 5, 2022 10:00 AM

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

District 1 – Commissioner James E. Ball
District 2 – Commissioner Matthew P. McKenzie
District 3 – Commissioner Billie Jo Underwood
District 4 – Commissioner Charles F. Gruber

All individuals wishing to speak during public hearings or public comments must fill out a speaker form. Comments from individuals should be limited to 3 minutes; groups are asked to select a spokesperson to speak on behalf of the group with comments 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.

Comments or questions may be submitted to County Commissioners at: https://www.baldwincountyal.gov/government/baldwin-county-commission or by telephone at: 251.937.0264

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

#### A ADOPTION OF MINUTES

November 16, 2022, Regular (Organizational) Meeting

#### **B** COMMITTEE REPORTS

|   | ВА  | FINANCE/ADMINISTRATION DIVISION  |                |
|---|-----|--|----------------|
|   | BA1 | Payment of Bills   | <u>23-0239</u> |
|   | BA2 | Notification of Interim Payments Approved by Clerk/Treasurer as Allowed Under Policy 8.1                 | <u>23-0238</u> |
| С | C   | ONSENT   |                |
|   | CA  | ADMINISTRATION   |                |
|   | CA1 | City of Fairhope - Annexation Notification   | <u>23-0272</u> |
|   | CA2 | City of Foley - Annexation Notification  | <u>23-0261</u> |
|   | CA3 | City of Robertsdale - Annexation Notification  | <u>23-0271</u> |
|   | CA4 | *The Optimist Club of Perdido Bay 31st Annual Christmas Parade   | <u>23-0227</u> |
|   | CA5 | *Vaughn Community Annual Christmas Parade  | <u>23-0265</u> |
|   | CA6 | *Case No. LV-22015 - Alcohol License Application for Swami<br>Krupa Management Inc d/b/a Lillian Chevron | <u>23-0251</u> |
|   | CA7 | Annual Approval of County Take Home Vehicle List - December 2022   | 23-0232        |

| CA8  | Resolution #2023-025 and Funding Agreement with ADCNR Forever Wild Land Trust  | 23-0210        |
|------|--|----------------|
| CA9  | Resolution #2023-030 of the Baldwin County Commission - Act No. 90-449 (Fire Tax) - Crossroads Volunteer Fire Department - Approval of Use of Fire Tax Proceeds  | 23-0236        |
| CA10 | Space Allocation in County Facilities - Fairhope Satellite Courthouse, Fairhope, Alabama   | <u>23-0277</u> |
| CA11 | Approval of Bonds Issued by The Educational Building Authority of the City of Fairhope, Alabama - St. Michael Catholic High School   | <u>23-0240</u> |
| CA12 | Absentee Election Duties Related to the Baldwin County Planning (Zoning) District 38 Zoning Election on December 13, 2022  | <u>23-0289</u> |
| CA13 | Consideration for Rescheduling Certain Baldwin County Commission<br>Meetings in 2023   | <u>23-0226</u> |
| CC   | ARCHIVES AND HISTORY   |                |
| CC1  | Approval of BRATS and Solid Waste Services for Christmas Festival at Bicentennial Park Event   | 23-0174        |
| CE   | BUDGET/PURCHASING  |                |
| CE1  | Amendment (Schedule C) to the Service Agreement with Kofile Technologies, Inc., for Phase I of the Preservation, Archival Imaging and Indexing of Historical Baldwin County Records for the Baldwin County Archives and History Department | 23-0230        |
| CE2  | Competitive Bid #WG20-52A - Provision of Push-to-Talk over Cellular (PoC) Services and Equipment Monthly Rental for the Baldwin County Commission  | 23-0231        |
| CE3  | Competitive Bid #WG21-03 - Provision of Microcomputer Systems and Peripheral Equipment for the Baldwin County Commission   | 23-0224        |
| CE4  | Competitive Bid #WG22-01 - On-call Fiber Optic Installation and Repair Services for the Baldwin County Commission  | 23-0228        |
| CE5  | Competitive Bid #WG23-04 - Provision of Police Vehicle Equipment for the Baldwin County Commission   | 23-0270        |
| CE6  | Competitive Bid #WG23-07 - Provision of Police Vehicle Equipment (Brake Rotors/Pads) for the Baldwin County Commission   | 23-0264        |

| CE7  | Competitive Bid #WG23-08 - Purchase and Installation of Ceiling Netting for Baldwin County Highway Maintenance Facility (Area 300) Located in Foley, Alabama for the Baldwin County Commission  | 23-0273        |
|------|---|----------------|
| CE8  | Lease of One (1) Postage Machine for the Baldwin County Satellite Courthouse Located in Fairhope, Alabama   | <u>23-0237</u> |
| CE9  | Lease of One (1) Postage Machine for the Baldwin County Sheriff's Office Located in Bay Minette, Alabama  | <u>23-0279</u> |
| CE10 | Quotes for the Purchase and Installation of Partitions in the Building Inspection Department Located at the Central Annex in Robertsdale, Alabama for the Baldwin County Commission             | 23-0233        |
| CE11 | Quote for Labor for the Modernization of the Elevator in the Baldwin County Corrections Center Located in Bay Minette, Alabama  | <u>23-0276</u> |
| CE12 | Rental of One (1) Copy Machine for the Baldwin County Board of Education Located in Bay Minette, Alabama  | <u>23-0281</u> |
| CE13 | Rental of Two (2) New Copy Machines for the Baldwin County Judge of Probate Office Located in the Fairhope Satellite Courthouse and Board of Registrar's Office Located in Bay Minette, Alabama | 23-0278        |
| CE14 | Rental of Four (4) New Copy Machines for Various Baldwin County Solid Waste Offices Located in Summerdale and Loxley, Alabama   | <u>23-0280</u> |
| СН   | COMMUNICATIONS/INFORMATION SYSTEMS (CIS)  |                |
| CH1  | IQGeo America - Professional Services Agreement for Subscription and Maintenance, Support and Hosting Services  | <u>23-0266</u> |
| CJ   | ELECTED OFFICIALS   |                |
| CJ1  | Baldwin County Sheriff's Office - Donation of Surplus Vehicle to Summerdale Fire Department   | <u>23-0267</u> |
| CJ2  | Baldwin County Sheriff's Office - Sale of Surplus Vehicles to Bonifay Police Department   | <u>23-0263</u> |
| CJ3  | Baldwin County Sheriff's Office - Sale of Vehicles as Scrap Metal   | <u>23-0268</u> |
| СК   | EMERGENCY MANAGEMENT AGENCY (EMA)   |                |
| CK1  | Fiscal Year 2022 State Homeland Security Grant Agreement with Alabama Law Enforcement Agency for Emergency Operation Center Upgrades  | 23-0282        |
| CK2  | Memorandum of Agreement with the Baldwin County Fire Chiefs' Association  | <u>23-0286</u> |
|      |   |                |

| CL   | ENVIRONMENTAL MANAGEMENT  |                |
|------|---|----------------|
| CL1  | Merchant Services Agreement with CardConnect for Solid Waste Landfill / Scale Locations                           | <u>23-0250</u> |
| СМ   | FINANCE AND ACCOUNTING  |                |
| CM1  | Notice of Termination Document Regarding the PNC Bank ATM Machine at the Baldwin County Courthouse in Bay Minette | <u>23-0259</u> |
| CM2  | *Publication of Baldwin County's Draft Unaudited Financial Status   | <u>23-0229</u> |
| CN   | HIGHWAY   |                |
| CN1  | Execution of IRS Form 8283 for Donated Right-of-Way on Project No. HW22023 - Pilgrim Road (Tract 3)               | <u>23-0252</u> |
| CN2  | Execution of IRS Form 8283 for Donated Right-of-Way on Project No. HW22023 - Pilgrim Road (Tract 6)               | <u>23-0253</u> |
| CN3  | Execution of IRS Form 8283 for Donated Right-of-Way on Project No. HW22023 - Pilgrim Road (Tract 7)               | <u>23-0254</u> |
| CN4  | Execution of IRS Form 8283 for Donated Right-of-Way on Project No. HW22023 - Pilgrim Road (Tract 8)               | <u>23-0255</u> |
| CN5  | Execution of IRS Form 8283 for Donated Right-of-Way on Project No. HW22023 - Pilgrim Road (Tract 11)              | <u>23-0256</u> |
| CN6  | Execution of IRS Form 8283 for Donated Right-of-Way on Project No. HW22023 - Pilgrim Road (Tract 12)              | <u>23-0257</u> |
| CN7  | Execution of IRS Form 8283 for Donated Right-of-Way on Project No. HW22023 - Pilgrim Road (Tract 13)              | <u>23-0258</u> |
| CN8  | Case No. S-18038-B (SFP22-000012) - Cottages of Aventura, Phase IIIB - Road Acceptance                            | <u>23-0192</u> |
| CN9  | City of Orange Beach - Quitclaim Deed - Portion of County Road 95   | <u>23-0181</u> |
| CN10 | License Agreement No. 22014 - Cherokee Road - Right-of-Way  | <u>23-0269</u> |
| CQ   | PERSONNEL   |                |
| CQ1  | CIS Department - Promotion of Employee  | <u>23-0241</u> |
| CQ2  | Highway Department (Bay Minette) - Employment of One (1) Operator Technician I Position                           | <u>23-0242</u> |
| CQ3  | Highway Department (Foley) - Personnel Changes  | <u>23-0243</u> |

#### **G** ADDENDA

GA2

| GA1 | Competitive Bid #WG23-09 - Purchase of One (1) New 2023 Chevrolet | <u>23-0292</u> |
|-----|---|----------------|
|     | Tahoe 4WD Z71 or Equivalent for the Baldwin County Commission     |                |

23-0296

Acceptance of Resignation of Juvenile Detention Director

| Baldwi<br>Regula | n County Commission Meeting Agenda<br>r   | December 5, 2022 |
|------------------|---|------------------|
| GA3              | Prime Data, LLC - Extension of Professional Services Agreement for General Programming and Consulting   | 23-0291          |
| GA4              | Resolution #2023-031 - Formal Program Amendment of the Community Development Block Grant (CDBG) Project Number CY-CM-PF-18-009 Public Hearing | <u>23-0287</u>   |
| н                | COMMISSIONER REQUESTS   |                  |
| I                | SENIOR STAFF REPORT   |                  |
| J                | COUNTY ATTORNEY'S REPORT  |                  |
| K                | PUBLIC COMMENTS   |                  |
| L                | PRESS QUESTIONS   |                  |
| М                | COMMISSIONER COMMENTS   |                  |
| N                | ADJOURNMENT   |                  |



# **Baldwin County Commission**

### Agenda Action Form

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 12/5/2022

Item Status: New

From: Cian Harrison, Clerk/Treasurer
Dana Austin, Accounting Manager

Submitted by: Robin Benson, Accounts Payable Supervisor

#### **ITEM TITLE**

Payment of Bills

#### STAFF RECOMMENDATION

Pay bills totaling \$9,564,985.78 (nine million, five hundred sixty-four thousand, nine hundred eighty-five dollars and seventy-eight 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, \$5,268,877.63 (five million, two hundred sixty-eight thousand, eight hundred seventy-seven dollars and sixty-three cents) is payable to the Baldwin County Board of Education, \$370,640.84 (three hundred seventy thousand, six hundred forty dollars and eighty-four cents) is payable to the Gulf Shores Board of Education and \$160,646.94 (one hundred sixty thousand, six hundred forty-six dollars and ninety-four cents) is payable to Orange Beach 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: December 5, 2022

#### Vendor Name

|  |              | <u>Brief Bescription</u>               |
|--|--------------|--|
| Baldwin County Board of Education  | 3,872,203.28 | Sales Tax                              |
| ,  | 1,396,674.35 | Use Tax                                |
|  | 296,395.29   | Casual Sales Tax; Oct 2022             |
| Gulf Shores Board of Education   | 257,869.91   | Sales Tax                              |
|  | 112,770.93   | Use Tax                                |
|  | 23,564.65    | Casual Sales Tax; Oct 2022             |
| Orange Beach Board of Education  | 111,634.90   | Sales Tax                              |
|  | 49,012.04    | Use Tax                                |
|  | 10,599.68    | Casual Sales Tax; Oct 2022             |
| Regions Bank Corp Trust  | 185,220.83   | 2020 PBA Lease; Dec 2022               |
|  | 96,487.50    | 2021 PBA Lease; Dec 2022               |
| Software House Int dba SHI   | 484,061.77   | Annual Contract Renewal Year 2 of 3    |
|  | 98,503.31    | Crowdstrike Annual Renewal             |
|  | 45,000.00    | Computer Maintenance Expense           |
|  | 9,179.82     | Computer Support Services Expense      |
|  | 247.96       | Computer supplies                      |
| Symbol Health Solutions, LLC   | 167,185.51   | Medical Services                       |
| Davison Fuels & Oil, LLC   | 139,959.20   | Fuel                                   |
| Administrative Office of Courts  | 97,904.17    | 4th Qtr FY2022 Judicial Employees      |
|  | 14,150.96    | 4th Qtr FY2022 Juvenile Truancy        |
| Solid Waste Fund   | 103,536.40   | Tipping Fees; Oct 2022                 |
| QCHC, Inc.   | 102,943.81   | Medical Services                       |
| ESRI, Inc  | 85,000.00    | ESRI Annua IRenewal FY 2023            |
| Coastal Alabama Community College  | 82,650.33    | Sales Tax                              |
| The state of the s | 1,084.14     | Casual Sales Tax; Oct 2022             |
| Graybar Electric Co., Inc.   | 79,560.00    |  |
| Volkert, Inc.  | 62,700.38    | Commission Sponsored Events            |
| Petroleum Traders Corporation  | 59,414.89    | Engineering Services                   |
| W W Grainger   |              | Fuel                                   |
| TT TT Grainger   | 32,565.81    | Miscellaneous Expenses                 |
| Vision Southeast, Inc.   | 23,341.10    | Equipment; Sheriff's                   |
| TSA, Inc.  | 54,835.78    | Computer Maintenance Expense           |
| Mott MacDonald Consultants, Inc.   | 53,625.40    | Computer Support Services and Expenses |
| McGriff Tire Co., Inc.   | 48,510.14    | Contract Services                      |
| South Alabama Regional   | 47,458.78    | Tires                                  |
| Paradigm Software  | 47,003.14    | Temporary Services                     |
| Greaestone Aggregates, LLC   | 46,840.00    | RFP for Solid Wasdte Software Solution |
| CDG Engineers and Associates   | 41,603.77    | Road Building Materials                |
| Baldwin Youth Services   | 40,621.59    | Professional Services                  |
| Baldwill Toutil Services   | 33,883.47    | Sales Tax                              |
| MPH Industries   | 447.07       | Casual Sales Tax; Oct 2022             |
| Carmichael Engineering, Inc.   | 33,660.00    | Vehicle Equipment Expense              |
| Cascade Engineering, Inc.  | 32,240.00    | Engineering Services                   |
| Gulf States Disbributors   | 32,094.64    | Curbside Carts; Solid Waste            |
| Guil States Dispributors   | 28,824.00    | Uniform Expense                        |
| Ctana Crashy DC  | 1,701.00     | Training Expense                       |
| Stone Crosby PC  | 29,852.25    |  |
| Cowin Equipment Co   | 29,086.07    | Repair and Maintenance Expense         |
| Baldwin County Economic Development Alliance   | 28,263.27    | Sales Tax                              |
| North Baldwin Infirmary  | 26,659.30    | Medical; Sheriff's                     |
| Thompson Tractor Company   | 26,401.47    | Repair and Maintenance Expense         |
| Neel-Schaffer, Inc.  | 26,088.47    | Professional Services                  |
| Wastequip Manufacturing Co., LLC   | 24,455.00    | Open Top Roll-Off Boxes; Solid Waste   |
| Blue Arbor, Inc.   | 23,325.67    | Temporary Services                     |
| Staples Contract & Commercial, Inc.  | 21,851.31    | Office and Cleaning Supplies           |
| Mobile Asphalt Co, LLC   | 21,134.90    | Road Building Materials                |
| District Attorney's Office   | 17,152.57    | Sales Tax Act 2017-447                 |
|  | 2,777.79     | Mental Health Court; Oct 2022          |
|  | 223.53       | Casual Sales Tax; Oct 2022             |
|  |              |  |

**Brief Description** 

|            | Vendor Summary                        | Totals       |
|------------|---------------------------------------|--------------|
| 1          | 4IMPRINT INC                          | 317.71       |
| 2          | A & M PORTABLES INC                   | 1,031.75     |
| 3          | ADAMS AND REESE LLP                   | 7,092.00     |
| 4          | ADMINISTRATIVE OFFICE OF COURTS       | 112,055.13   |
| 5          | ADT SECURITY SERVICES INC             | 58.89        |
| 6          | ADVANTAGE ELEVATOR INSP AND CONS      | 180.00       |
|            | AIDA SHELTON                          | 119.25       |
| -          | AIRGAS USA LLC                        | 1,471.14     |
|            | AL DEPT OF ENVIRONMENTAL MANAGEMENT   | 95.00        |
|            | AL JUDICIAL COLLEGE EDUCATION FUND    | 1,650.00     |
|            | AL STATE DEPT OF TRANSPORTATION       | 323.16       |
|            | ALABAMA ASSN OF FLOODPLAIN MANAGERS   | 375.00       |
|            | ALABAMA AUTO SERVICE CENTERS INC      | 7,833.60     |
|            | ALABAMA BIO CLEAN                     | 932.00       |
|            | ALABAMA CHAPTER OF THE IAAO           | 3,550.00     |
|            | ALABAMA COASTAL RADIOLOGY PC          | 225.87       |
|            | ALABAMA HISTORICAL ASSN               | 2,000.00     |
|            | ALABAMA MEDIA GROUP                   | 2,504.42     |
|            | ALABAMA PIPE & SUPPLY CO INC          | 16,583.84    |
|            | ALABAMA TAX ADMINISTRATION ASSN       | 450.00       |
|            | AMANDA USJAK                          | 16.00        |
|            | ANDREW'S DIESEL & AUTOMOTIVE REPAIR   | 192.90       |
|            | APCO INTERNATIONAL INC                | 361.00       |
| 100.000 20 | ARCHIVE SOCIAL                        | 8,388.00     |
|            | ASHBERRY LANDFILL LLC                 | 390.00       |
|            | ASSN OF STATE FLOODPLAIN MANAGERS INC | 1,035.00     |
| Seed on A  | AUBURN UNIVERSITY                     | 2,780.00     |
|            | AUDRA MIZE                            | 75.00        |
|            | AUTO ZONE - ROBERTSDALE               | 857.60       |
|            | AVRIL TURNER                          | 64.00        |
|            | BINCORPORATED                         | 14,806.80    |
|            | B&H PHOTO & ELECTRONICS CORP          | 6,696.26     |
|            | BALDWIN ANIMAL CLINIC PC              | 125.00       |
|            | BALDWIN CNTY ASSN OF REALTORS INC     | 5,471.00     |
|            | BALDWIN CNTY BOARD OF EDUCATION       | 5,565,272.92 |
|            | BALDWIN CNTY ECONOMIC DEVELOPMENT     | 28,263.27    |
|            | BALDWIN CNTY SHERIFF'S OFFICE         | 5,092.36     |
|            | BALDWIN CNTY SOLID WASTE              | 3,369.29     |
|            | BALDWIN EYE CLINIC                    | 167.00       |
|            | BALDWIN FEED AND SEED LLC             | 380.00       |
|            | BALDWIN GULF COAST PEST CONTROL       | 160.00       |
|            | BALDWIN YOUTH SERVICES                | 34,330.54    |
|            | BAY AREA PRINTING & GRAPHIC SOLUTIONS | 745.28       |
|            | BAY IMAGES                            | 35.00        |
|            | BAY MINETTE LAND CO                   | 922.05       |
| 46         | BAY MINETTE LAND CO                   | 1,000.00     |

|    | Vendor Summary                         | Totals    |
|----|--|-----------|
| 47 | BAY PAPER                              | 636.84    |
| 48 | BAY PEST CONTROL COMPANY INC           | 210.65    |
| 49 | BAY SIDE RUBBER & PRODUCTS             | 2,518.15  |
| 50 | BEARD EQUIPMENT - MOBILE               | 1,724.52  |
| 51 | BEARD EQUIPMENT - POWERPLAN            | 1,529.02  |
| 52 | BEDS & BLINDS                          | 967.00    |
| 53 | BEHAVIORAL HEALTH SYSTEMS INC          | 1,499.67  |
| 54 | BEN MAYFIELD                           | 160.00    |
| 55 | BEVERLY FOREMAN                        | 32.00     |
| 56 | BEVERLY S MOON                         | 197.00    |
| 57 | BLACKLIDGE EMULSIONS INC               | 5,798.00  |
| 58 | BLOSSMAN GAS INC - FOLEY               | 132.88    |
| 59 | BLUE ARBOR INC                         | 23,325.67 |
| 60 | BOB BARKER CO INC                      | 10,091.25 |
| 61 | BON SECOUR FISHERIES                   | 23.40     |
| 62 | BRENDA Q GANEY                         | 383.33    |
| 63 | BRENDA WALZ                            | 273.44    |
| 64 | BRIAN COLLINSWORTH                     | 42.00     |
| 65 | BROOKE THRASHER                        | 64.00     |
|    | BUILDERS HARDWARE & SUPPLY CO.         | 980.42    |
|    | BUSINESS SYSTEMS & CONSULTANTS INC     | 995.00    |
|    | C R PATE LOGGING, INC                  | 17,523.77 |
|    | CAMPBELL HARDWARE & SUPPLY CO          | 473.61    |
|    | CAPITAL ONE                            | 40.78     |
|    | CARMICHAEL ENGINEERING, INC.           | 32,240.00 |
|    | CASCADE ENGINEERING INC                | 32,094.64 |
|    | CDG ENGINEERS AND ASSOCIATES           | 40,621.59 |
|    | CDW - GOVERNMENT, INC                  | 18,763.87 |
|    | CELENA R BOYKIN                        | 36.88     |
|    | CENTRAL BALDWIN VETERINARY HOSPITAL    | 802.96    |
|    | CERTIFIED LABORATORIES DIVISION        | 14,138.80 |
|    | CHARLES SCHROEDER                      | 192.00    |
|    | CHUCK STEVENS AUTO INC                 | 4,311.37  |
|    | CHUCK STEVENS CHEVROLET OF BAY MINETTE | 2,517.65  |
|    | CINTAS CORPORATION NO 2                | 3,045.77  |
|    | CINTAS FIRST AID & SAFETY              | 31.47     |
|    | CITY OF FAIRHOPE-UTILITIES             | 17,524.66 |
|    | COASTAL ALABAMA COMMUNITY COLLEGE      | 83,734.47 |
|    | COASTAL HEALTH MISTITUTE               | 6,150.00  |
|    | COASTAL INDUSTRIAL SURBLY              | 1,045.00  |
|    | COASTAL INDUSTRIAL SUPPLY              | 1,701.25  |
|    | COBLENTZ EQUIPMENT & PARTS CO          | 11,682.10 |
|    | COCA COLA UNITED                       | 670.88    |
|    | COCKRELL'S BODY SHOP OF ROBERTSDALE    | 3,521.28  |
|    | COMMERCIAL DIVING SERVICES INC         | 19,800.00 |
| 92 | CONSOLIDATED PIPE & SUPPLY             | 1,190.00  |

|     | Vendor Summary                           | Totals     |
|-----|--|------------|
| 93  | CORLEY AUTO CARE                         | 199.94     |
| 94  | CORPORATE BILLING                        | 2,682.09   |
| 95  | COWIN EQUIPMENT CO - MOBILE              | 29,086.07  |
| 96  | CROWN USA, INC.                          | 608.20     |
| 97  | CRYSTAL RICE                             | 197.00     |
| 98  | CULLIGAN WATER SYSTEMS OF MOBILE         | 37.60      |
| 99  | DADE PAPER & BAG CO                      | 2,278.36   |
| 100 | DARECATALOG.COM                          | 1,241.79   |
| 101 | DAVISON FUELS & OIL LLC                  | 139,959.20 |
| 102 | DEANNA VICICH COX                        | 1,800.00   |
| 103 | DELTA COMPUTER SYSTEMS INC               | 9,205.00   |
| 104 | DELTA FLOORING INC                       | 7,955.00   |
| 105 | DESIGN WORKSHOP, INC                     | 1,540.00   |
| 106 | DEWBERRY ENGINEERS INC                   | 1,049.67   |
| 107 | DISTRICT ATTORNEY'S OFFICE               | 20,153.89  |
| 108 | DOUGLAS H PUGH III                       | 21.00      |
| 109 | DYKES VETERINARY CLINIC                  | 966.20     |
| 110 | ELANCO US, INC                           | 996.13     |
| 111 | EMPIRE TRUCK SALES INC                   | 9,155.47   |
| 112 | ENT CENTERS OF EXCELLLENCE               | 283.82     |
| 113 | EQUIPMENT SALES CO                       | 77.64      |
| 114 | ESRI INC - CALIFORNIA                    | 85,000.00  |
| 115 | EVANS & COMPANY                          | 8,153.05   |
| 116 | EXPRESS OIL CHANGE                       | 148.40     |
| 117 | FEDEX                                    | 147.93     |
| 118 | FINDLEY E FOX                            | 459.10     |
| 119 | FLEETPRIDE                               | 18,836.70  |
| 120 | FLORES & ASSOCIATES                      | 1,056.80   |
| 121 | FLORIDA-ALABAMA TPO                      | 8,503.00   |
| 122 | FLOYDS EXHAUST & PERFORMANCE ACCESSORIES | 13,828.85  |
| 123 | GALL'S LLC                               | 5,244.05   |
| 124 | GEOCON ENGINEERING & MATERIAL TESTING IN | 871.00     |
|     | GEOTECHNICAL ENGINEERING TESTING INC     | 3,071.50   |
| 126 | GILMORE SERVICES                         | 54.57      |
| 127 | GIS CERTIFICATION INSTITUTE              | 285.00     |
| 128 | GLASS SYSTEMS OF ALABAMA                 | 4,639.00   |
| 129 | GOODYEAR AUTO SERVICE CENTER - FOLEY     | 372.73     |
| 130 | GPS INSIGHT, LLC                         | 124.75     |
| 131 | GRAESTONE AGGREGATES, LLC                | 41,603.77  |
| 132 | GRAYBAR ELECTRIC CO INC - MOBILE         | 79,560.00  |
| 133 | GSP MARKETING INC                        | 6,150.02   |
| 134 | GULF COAST BUILDING SUPPLY & HARDWARE    | 218.46     |
| 135 | GULF COAST MEDIA, LLC                    | 789.03     |
| 136 | GULF COAST ORGANIC, INC.                 | 2,300.00   |
| 137 | GULF COAST RESOURCE CONSERVATION &       | 750.00     |
| 138 | GULF REGIONAL PATHOLOGISTS PA            | 150.00     |

| 394,205.49     140   GULF STATES DISTRIBUTORS   30,525.00     141   HAPPY ACRES VETERINARY CLINIC   1,099.00     142   HARRIS AND COMPANY, LLC   6,750.00     143   HERITAGE-CRYSTAL CLEAN LLC   697.29     144   HI-LINE   1,474.62     145   HILL'S PET NUTRITION INC   1,162.85     146   HUNTER SECURITY INC   185.00     147   IAN MARTIN   90.00     148   IMC HOSPITALIST LLC   267.94     191   IMC-EMERGENCY PHYSICIANS   1,069.21     150   IMC-NORTH BALDWIN PHYSICIANS GROUP   491.28     151   INFIRMARY OCCUPATIONAL HEALTH PC   818.00     152   INTERSTATE BILLING SERVICE INC   2,015.29     153   JACOB K PIERCE   185.00     154   JADE CONSULTING LLC   4,325.00     155   JAMES DARIN JONES   78.50     156   JANI KING OF MOBILE   469.00     157   JESSICA WATERS   99.00     158   JODIE SMITH   31.75     159   JOHN M WARREN CO   1,594.00     160   JONES WALKER LLP   1,321.20     161   JOSH & MONICA ROBINSON   16.00     162   JOY SHIND   798.49     163   JUBILEE ACE HOME CENTER   68.13     164   KELLEY BROS HARDWARE-ALABAMA INC   570.00     165   KENDEL HENDERSON   129.38     166   KENNETH STRONG   236.93     167   KENNY WALL   20.00     168   KEN'S TRUCK REPAIR, INC.   58.65     169   KENNY WALL   20.00     160   KENNY BROWN   16.00     171   KENYEN BROWN   16.00     172   KENYEN BROWN   16.00     173   KIMBALL MIDWEST   1,178.35     174   KIMBERLY H ADAMS PC   5,000.00     175   KNOX PEST CONTROL   33.00     176   La K CONSTRUCTION, LLC   15,400.00     177   LAURIE & KYLE STANKY   2.00     178   LONETTA BARNES   6,750.00     179   LORI G RUFFIN   182.00     180   LOWE'S - FOLEY   6,419.15     181   LOWE'S - FOLEY   6,419.15     182   LYNETTE M SPALLER   3,433.34     184   MANAV BHOGAL   16.00 |     | Vendor Summary                     | Totals     |
|---|-----|------------------------------------|------------|
| HAPPY ACRES VETERINARY CLINIC   | 139 | GULF SHORES BOARD OF EDUCATION     | 394,205.49 |
| HARRIS AND COMPANY, LLC   | 140 | GULF STATES DISTRIBUTORS           | 30,525.00  |
| 143       HERITAGE-CRYSTAL CLEAN LLC       697.29         144       HI-LINE       1,474.62         145       HILL'S PET NUTRITION INC       1,162.85         146       HUNTER SECURITY INC       185.00         147       IAN MARTIN       90.00         148       IMC HOSPITALIST LLC       267.94         149       IIMC-EMERGENCY PHYSICIANS       1,069.21         150       IMC-NORTH BALDWIN PHYSICIANS GROUP       491.28         151       IINFIRMARY OCCUPATIONAL HEALTH PC       818.00         152       INTERSTATE BILLING SERVICE INC       2,015.29         153       JACOB K PIERCE       185.00         154       JADE CONSULTING LLC       4,325.00         155       JAMES DARIN JONES       78.50         156       JANI KING OF MOBILE       469.00         157       JESSICA WATERS       92.00         158       JODIE SMITH       31.75         159       JOHN M WARREN CO       1,594.00         160       JONES WALKER LLP       1,321.20         161       JOSH & MONICA ROBINSON       16.00         162       JOY SHIND       798.49         163       JUBILEE ACE HOME CENTER       68.13         164<   | 141 | HAPPY ACRES VETERINARY CLINIC      | 1,099.00   |
| 144       HI-LINE       1,474.62         145       HILL'S PET NUTRITION INC       1,162.85         146       HUNTER SECURITY INC       185.00         147       IAN MARTIN       90.00         148       IMC HOSPITALIST LLC       267.94         149       IMC-EMERGENCY PHYSICIANS       1,069.21         150       IMC-NORTH BALDWIN PHYSICIANS GROUP       491.28         151       IINFIRMARY OCCUPATIONAL HEALTH PC       818.00         152       INTERSTATE BILLING SERVICE INC       2,015.29         153       JACOB K PIERCE       185.00         154       JADE CONSULTING LLC       4,325.00         155       JAMIS KING OF MOBILE       469.00         157       JESSICA WATERS       92.00         158       JODIE SMITH       31.75         159       JOHN M WARREN CO       1,594.00         160       JOSES WALKER LLP       1,321.20         161       JOSH & MONICA ROBINSON       16.00         162       JOY SHIND       798.49         163       JUBILEE ACE HOME CENTER       68.13         164       KELLEY BROS HARDWARE-ALABAMA INC       570.00         165       KENNETH STRONG       236.93  | 142 | HARRIS AND COMPANY, LLC            | 6,750.00   |
| HILL'S PET NUTRITION INC  | 143 | HERITAGE-CRYSTAL CLEAN LLC         | 697.29     |
| 146         HUNTER SECURITY INC         185.00           147         IAN MARTIN         90.00           148         IMC HOSPITALIST LLC         267.94           149         IMC-EMERGENCY PHYSICIANS         1,069.21           150         IMC-NORTH BALDWIN PHYSICIANS GROUP         491.28           151         INFIRMARY OCCUPATIONAL HEALTH PC         818.00           152         INTERSTATE BILLING SERVICE INC         2,015.29           153         JACOB K PIERCE         185.00           154         JADE CONSULTING LLC         4,325.00           155         JAMES DARIN JONES         78.50           156         JAJNI KING OF MOBILE         469.00           157         JESSICA WATERS         92.00           158         JOHN M WARREN CO         1,594.00           160         JONES WALKER LLP         1,321.20           161         JOSH & MONICA ROBINSON         16.00           162         JOY SHIND         798.49           163         JUBILEE ACE HOME CENTER         68.13           164         KELLEY BROS HARDWARE-ALABAMA INC         570.00           165         KENDEL HENDERSON         129.38           166         KENNETH STRONG         236.93  | 144 | HI-LINE                            | 1,474.62   |
| 146         HUNTER SECURITY INC         185.00           147         IAN MARTIN         90.00           148         IMC HOSPITALIST LLC         267.94           49         IMC-EMERGENCY PHYSICIANS         1,069.21           150         IMC-NORTH BALDWIN PHYSICIANS GROUP         491.28           151         INFIRMARY OCCUPATIONAL HEALTH PC         818.00           152         INTERSTATE BILLING SERVICE INC         2,015.29           153         JACOB K PIERCE         185.00           154         JADE CONSULTING LLC         4,325.00           155         JAMES DARIN JONES         78.50           156         JANI KING OF MOBILE         469.00           157         JESSICA WATERS         92.00           158         JOHN M WARREN CO         1,594.00           160         JONES WALKER LLP         1,321.20           161         JOSH & MONICA ROBINSON         16.00           162         JOY SHIND         798.49           163         JUBILEE ACE HOME CENTER         68.13           164         KELLEY BROS HARDWARE-ALABAMA INC         570.00           165         KENDEL HENDERSON         129.38           166         KENNETH STRONG         236.93  | 145 | HILL'S PET NUTRITION INC           | 1,162.85   |
| 148         IMC HOSPITALIST LLC         267.94           149         IMC-EMERGENCY PHYSICIANS         1,069.21           150         IMC-NORTH BALDWIN PHYSICIANS GROUP         491.28           151         INFIRMARY OCCUPATIONAL HEALTH PC         818.00           20         11 INFIRMARY OCCUPATIONAL HEALTH PC         818.00           152         INTERSTATE BILLING SERVICE INC         2,015.29           153         JACOB K PIERCE         185.00           154         JADE CONSULTING LLC         4,325.00           155         JAMES DARIN JONES         78.50           156         JANI KING OF MOBILE         469.00           157         JESSICA WATERS         92.00           158         JODIE SMITH         31.75           159         JOHN M WARREN CO         1,594.00           160         JONES WALKER LLP         1,321.20           161         JOSH & MONICA ROBINSON         16.00           162         JOY SHIND         798.49           163         JUBILEE ACE HOME CENTER         68.13           164         KELLEY BROS HARDWARE-ALABAMA INC         570.00           165         KENNETH STRONG         236.93           167         KENNYWALL         20.00   | 146 | HUNTER SECURITY INC                | **         |
| 149       IMC-EMERGENCY PHYSICIANS       1,069.21         150       IMC-NORTH BALDWIN PHYSICIANS GROUP       491.28         151       INFIRMARY OCCUPATIONAL HEALTH PC       818.00         152       INTERSTATE BILLING SERVICE INC       2,015.29         153       JACOB K PIERCE       185.00         154       JADE CONSULTING LLC       4,325.00         155       JAMES DARIN JONES       78.50         156       JANI KING OF MOBILE       469.00         157       JESSICA WATERS       92.00         158       JODIE SMITH       31.75         159       JOHN M WARREN CO       1,594.00         160       JONES WALKER LLP       1,321.20         161       JOSH & MONICA ROBINSON       16.00         162       JOY SHIND       798.49         163       JUBILEE ACE HOME CENTER       68.13         164       KELLEY BROS HARDWARE-ALABAMA INC       570.00         165       KENDEL HENDERSON       129.38         166       KENNETH STRONG       236.93         167       KENNY WALL       20.00         168       KEN'S TRUCK REPAIR, INC.       58.65         169       KENWORTH OF MOBILE INC       2,461.05  | 147 | IAN MARTIN                         | 90.00      |
| 150       IMC-NORTH BALDWIN PHYSICIANS GROUP       491.28         151       INFIRMARY OCCUPATIONAL HEALTH PC       818.00         152       INTERSTATE BILLING SERVICE INC       2,015.29         153       JACOB K PIERCE       185.00         154       JADE CONSULTING LLC       4,325.00         155       JAMES DARIN JONES       78.50         156       JAMI KING OF MOBILE       469.00         157       JESSICA WATERS       92.00         158       JODIE SMITH       31.75         159       JOHN M WARREN CO       1,594.00         160       JONES WALKER LLP       1,321.20         161       JOSH & MONICA ROBINSON       16.00         162       JOY SHIND       798.49         163       JUBILEE ACE HOME CENTER       68.13         164       KELLEY BROS HARDWARE-ALABAMA INC       570.00         165       KENDEL HENDERSON       129.38         166       KENNETH STRONG       236.93         167       KENNY WALL       20.00         168       KEN'S TRUCK REPAIR, INC.       58.65         169       KENNETH STRONG       236.93         170       KERI GREEN       46.13         171       KENY  | 148 | IMC HOSPITALIST LLC                | 267.94     |
| 151       INFIRMARY OCCUPATIONAL HEALTH PC       818.00         152       INTERSTATE BILLING SERVICE INC       2,015.29         153       JACOB K PIERCE       185.00         154       JADE CONSULTING LLC       4,325.00         155       JAMES DARIN JONES       78.50         156       JANI KING OF MOBILE       469.00         157       JESSICA WATERS       92.00         158       JODIE SMITH       31.75         159       JOHN M WARREN CO       1,594.00         160       JONES WALKER LLP       1,321.20         161       JOSH & MONICA ROBINSON       16.00         162       JOSH & MONICA ROBINSON       16.00         163       JUBILEE ACE HOME CENTER       68.13         164       KELLEY BROS HARDWARE-ALABAMA INC       570.00         165       KENDEL HENDERSON       129.38         166       KENNETH STRONG       236.93         167       KENNY WALL       20.00         168       KENYI STRUCK REPAIR, INC.       58.65         169       KENTWOOD SPRING WATER       48.06         KENYEN BROWN       16.00       157.00         172       KENYEN BROWN       16.01         173       KIM  | 149 | IMC-EMERGENCY PHYSICIANS           | 1,069.21   |
| 152       INTERSTATE BILLING SERVICE INC       2,015.29         153       JACOB K PIERCE       185.00         154       JADE CONSULTING LLC       4,325.00         155       JAMES DARIN JONES       78.50         156       JANI KING OF MOBILE       469.00         157       JESSICA WATERS       92.00         158       JODIE SMITH       31.75         159       JOHN M WARREN CO       1,594.00         160       JONES WALKER LLP       1,321.20         161       JOSH & MONICA ROBINSON       16.00         162       JOY SHIND       798.49         163       JUBILEE ACE HOME CENTER       68.13         KELLEY BROS HARDWARE-ALABAMA INC       570.00         165       KENDEL HENDERSON       129.38         166       KENNETH STRONG       236.93         167       KENNY WALL       20.00         168       KENYEN STRUCK REPAIR, INC.       58.65         169       KENTWOOD SPRING WATER       48.06         170       KENWORTH OF MOBILE INC       2,461.05         171       KENYEN BROWN       16.00         172       KERI E GREEN       46.13         173       KIMBALL MIDWEST       1,178.35   | 150 | IMC-NORTH BALDWIN PHYSICIANS GROUP |            |
| 153       JACOB K PIERCE       185.00         154       JADE CONSULTING LLC       4,325.00         155       JAMES DARIN JONES       78.50         156       JANI KING OF MOBILE       469.00         157       JESSICA WATERS       92.00         158       JODIE SMITH       31.75         159       JOHN M WARREN CO       1,594.00         160       JONES WALKER LLP       1,321.20         161       JOSH & MONICA ROBINSON       16.00         162       JOY SHIND       798.49         163       JUBILEE ACE HOME CENTER       68.13         164       KELLEY BROS HARDWARE-ALABAMA INC       570.00         165       KENDEL HENDERSON       129.38         166       KENNETH STRONG       236.93         167       KENTWY WALL       20.00         168       KENYEN STRUCK REPAIR, INC.       58.65         169       KENTWOOD SPRING WATER       48.06         170       KENWORTH OF MOBILE INC       2,461.05         171       KENYEN BROWN       16.00         172       KENYEN BROWN       16.00         173       KIMBALL MIDWEST       1,178.35         174       KIMBERLY H ADAMS PC       5,00   | 151 | INFIRMARY OCCUPATIONAL HEALTH PC   | 818.00     |
| 153       JACOB K PIERCE       185.00         154       JADE CONSULTING LLC       4,325.00         155       JAMES DARIN JONES       78.50         156       JANI KING OF MOBILE       469.00         157       JESSICA WATERS       92.00         158       JODIE SMITH       31.75         159       JOHN M WARREN CO       1,594.00         160       JONES WALKER LLP       1,321.20         161       JOSH & MONICA ROBINSON       16.00         162       JOY SHIND       798.49         163       JUBILEE ACE HOME CENTER       68.13         164       KELLEY BROS HARDWARE-ALABAMA INC       570.00         165       KENDEL HENDERSON       129.38         166       KENNETH STRONG       236.93         167       KENYEW WALL       20.00         168       KENYEW STRUCK REPAIR, INC.       58.65         169       KENTWOOD SPRING WATER       48.06         170       KENWORTH OF MOBILE INC       2,461.05         171       KENYEN BROWN       16.00         172       KENYEN BROWN       16.00         173       KIMBALL MIDWEST       1,178.35         174       KIMBERLY H ADAMS PC       5,00   | 152 | INTERSTATE BILLING SERVICE INC     | 2,015.29   |
| 155       JAMES DARIN JONES       78.50         156       JANI KING OF MOBILE       469.00         157       JESSICA WATERS       92.00         158       JODIE SMITH       31.75         159       JOHN M WARREN CO       1,594.00         160       JONES WALKER LLP       1,321.20         161       JOSH & MONICA ROBINSON       16.00         162       JOY SHIND       798.49         163       JUBILEE ACE HOME CENTER       68.13         164       KELLEY BROS HARDWARE-ALABAMA INC       570.00         165       KENDEL HENDERSON       129.38         166       KENNETH STRONG       236.93         167       KENNETH STRONG       236.93         167       KENNY WALL       20.00         KENYEN BROWN       16.00         170       KENYEN BROWN       16.00         171       KENYEN BROWN       16.00         172       KENYEN BROWN       16.00         173       KIMBALL MIDWEST       1,178.35         174       KIMBERLY H ADAMS PC       5,000.00         175       KNOX PEST CONTROL       33.00         126       L & K CONSTRUCTION, LLC       15,400.00         170 <td>153</td> <td>JACOB K PIERCE</td> <td>8</td>  | 153 | JACOB K PIERCE                     | 8          |
| JANI KING OF MOBILE  JESSICA WATERS  JESSICA WATERS  JODIE SMITH  31.75  JOHN M WARREN CO  1,594.00  JONES WALKER LLP  1,321.20  JOSH & MONICA ROBINSON  16.00  JOY SHIND  798.49  JUBILEE ACE HOME CENTER  68.13  LELEY BROS HARDWARE-ALABAMA INC  570.00  165 KENDEL HENDERSON  129.38  KENNETH STRONG  236.93  KENNY WALL  20.00  KEN'S TRUCK REPAIR, INC.  58.65  KENTWOOD SPRING WATER  48.06  KENYEN BROWN  16.00  171  KENYEN BROWN  16.00  172  KERI E GREEN  46.13  173  KIMBALL MIDWEST  1,178.35  174  KIMBERLY H ADAMS PC  170  KNOX PEST CONTROL  171  LAURIE & KYLE STANKY  100  175  LONETTA BARNES  107  LONETTA BARNES  107  LOWE'S - DAPHNE  LOWE'S - FOLEY  LYNETTE M SPALLER  3,433.34  183  MAC'S AUTOGLASS LLC  2,575.00  | 154 | JADE CONSULTING LLC                | 4,325.00   |
| 157       JESSICA WATERS       92.00         158       JODIE SMITH       31.75         159       JOHN M WARREN CO       1,594.00         160       JONES WALKER LLP       1,321.20         161       JOSH & MONICA ROBINSON       16.00         162       JOY SHIND       798.49         163       JUBILEE ACE HOME CENTER       68.13         164       KELLEY BROS HARDWARE-ALABAMA INC       570.00         165       KENDEL HENDERSON       129.38         166       KENNETH STRONG       236.93         167       KENNY WALL       20.00         KENY WALL       20.00         KENY WOLL       20.00         KENY STRUCK REPAIR, INC.       58.65         KENY BOWN       16.00         172       KENYEN BROWN       16.00         172       KERI E GREEN       46.13         KIMBALL MIDWEST       <  | 155 | JAMES DARIN JONES                  |            |
| 158       JODIE SMITH       31.75         159       JOHN M WARREN CO       1,594.00         160       JONES WALKER LLP       1,321.20         161       JOSH & MONICA ROBINSON       16.00         162       JOY SHIND       798.49         163       JUBILEE ACE HOME CENTER       68.13         164       KELLEY BROS HARDWARE-ALABAMA INC       570.00         165       KENDEL HENDERSON       129.38         166       KENNETH STRONG       236.93         167       KENNY WALL       20.00         168       KENNY WALL       20.00         KENYS TRUCK REPAIR, INC.       58.65         169       KENTWOOD SPRING WATER       48.06         170       KENWORTH OF MOBILE INC       2,461.05         KENYEN BROWN       16.00       172         KERI E GREEN       46.13       173         KIMBALL MIDWEST       1,178.35         174       KIMBERLY H ADAMS PC       5,000.00         175       KNOX PEST CONTROL       33.00         176       L & K CONSTRUCTION, LLC       15,400.00         177       LAURIE & KYLE STANKY       21.00         178       LONETTA BARNES       6,750.00 <td< td=""><td>156</td><td>JANI KING OF MOBILE</td><td>469.00</td></td<>  | 156 | JANI KING OF MOBILE                | 469.00     |
| 159       JOHN M WARREN CO       1,594.00         160       JONES WALKER LLP       1,321.20         161       JOSH & MONICA ROBINSON       16.00         162       JOY SHIND       798.49         163       JUBILEE ACE HOME CENTER       68.13         164       KELLEY BROS HARDWARE-ALABAMA INC       570.00         165       KENDEL HENDERSON       129.38         166       KENNETH STRONG       236.93         167       KENNY WALL       20.00         168       KEN'S TRUCK REPAIR, INC.       58.65         169       KENTWOOD SPRING WATER       48.06         170       KENWORTH OF MOBILE INC       2,461.05         171       KENYEN BROWN       16.00         172       KERI E GREEN       46.13         173       KIMBALL MIDWEST       1,178.35         174       KIMBERLY H ADAMS PC       5,000.00         175       KNOX PEST CONTROL       33.00         176       L & K CONSTRUCTION, LLC       15,400.00         177       LAURIE & KYLE STANKY       21.00         178       LONETTA BARNES       6,750.00         179       LORI G RUFFIN       182.00         180       LOWE'S - DAPHNE   | 157 | JESSICA WATERS                     | 92.00      |
| 160       JONES WALKER LLP       1,321.20         161       JOSH & MONICA ROBINSON       16.00         162       JOY SHIND       798.49         163       JUBILEE ACE HOME CENTER       68.13         164       KELLEY BROS HARDWARE-ALABAMA INC       570.00         165       KENDEL HENDERSON       129.38         166       KENNETH STRONG       236.93         167       KENNY WALL       20.00         168       KEN'S TRUCK REPAIR, INC.       58.65         169       KENTWOOD SPRING WATER       48.06         170       KENWORTH OF MOBILE INC       2,461.05         171       KENYEN BROWN       16.00         172       KERI E GREEN       46.13         173       KIMBALL MIDWEST       1,178.35         174       KIMBERLY H ADAMS PC       5,000.00         175       KNOX PEST CONTROL       33.00         176       L & K CONSTRUCTION, LLC       15,400.00         177       LAURIE & KYLE STANKY       21.00         178       LONETTA BARNES       6,750.00         179       LORI G RUFFIN       182.00         180       LOWE'S - DAPHNE       5,166.96         181       LOWE'S - FOLEY   | 158 | JODIE SMITH                        | 31.75      |
| 160       JONES WALKER LLP       1,321.20         161       JOSH & MONICA ROBINSON       16.00         162       JOY SHIND       798.49         163       JUBILEE ACE HOME CENTER       68.13         164       KELLEY BROS HARDWARE-ALABAMA INC       570.00         165       KENDEL HENDERSON       129.38         166       KENNETH STRONG       236.93         167       KENNY WALL       20.00         168       KEN'S TRUCK REPAIR, INC.       58.65         169       KENTWOOD SPRING WATER       48.06         170       KENWORTH OF MOBILE INC       2,461.05         171       KENYEN BROWN       16.00         172       KERI E GREEN       46.13         173       KIMBALL MIDWEST       1,178.35         174       KIMBERLY H ADAMS PC       5,000.00         175       KNOX PEST CONTROL       33.00         176       L & K CONSTRUCTION, LLC       15,400.00         177       LAURIE & KYLE STANKY       21.00         178       LONETTA BARNES       6,750.00         179       LORI G RUFFIN       182.00         180       LOWE'S - DAPHNE       5,166.96         181       LOWE'S - FOLEY   | 159 | JOHN M WARREN CO                   | 1,594.00   |
| 161       JOSH & MONICA ROBINSON       16.00         162       JOY SHIND       798.49         163       JUBILEE ACE HOME CENTER       68.13         164       KELLEY BROS HARDWARE-ALABAMA INC       570.00         165       KENDEL HENDERSON       129.38         166       KENNETH STRONG       236.93         167       KENNY WALL       20.00         168       KEN'S TRUCK REPAIR, INC.       58.65         169       KENTWOOD SPRING WATER       48.06         170       KENWORTH OF MOBILE INC       2,461.05         171       KENYEN BROWN       16.00         172       KERI E GREEN       46.13         173       KIMBALL MIDWEST       1,178.35         174       KIMBERLY H ADAMS PC       5,000.00         175       KNOX PEST CONTROL       33.00         176       L & K CONSTRUCTION, LLC       15,400.00         177       LAURIE & KYLE STANKY       21.00         178       LONETTA BARNES       6,750.00         179       LORI G RUFFIN       182.00         180       LOWE'S - DAPHNE       5,166.96         181       LOWE'S - FOLEY       6,419.15         182       LYNETTE M SPALLER  | 160 | JONES WALKER LLP                   |            |
| 163       JUBILEE ACE HOME CENTER       68.13         164       KELLEY BROS HARDWARE-ALABAMA INC       570.00         165       KENDEL HENDERSON       129.38         166       KENNETH STRONG       236.93         167       KENNY WALL       20.00         168       KEN'S TRUCK REPAIR, INC.       58.65         169       KENTWOOD SPRING WATER       48.06         170       KENWORTH OF MOBILE INC       2,461.05         171       KENYEN BROWN       16.00         172       KERI E GREEN       46.13         173       KIMBALL MIDWEST       1,178.35         174       KIMBERLY H ADAMS PC       5,000.00         175       KNOX PEST CONTROL       33.00         176       L & K CONSTRUCTION, LLC       15,400.00         177       LAURIE & KYLE STANKY       21.00         178       LONETTA BARNES       6,750.00         179       LORI G RUFFIN       182.00         180       LOWE'S - DAPHNE       5,166.96         181       LOWE'S - FOLEY       6,419.15         182       LYNETTE M SPALLER       3,433.34         183       MAC'S AUTOGLASS LLC       2,575.00  | 161 | JOSH & MONICA ROBINSON             |            |
| 164       KELLEY BROS HARDWARE-ALABAMA INC       570.00         165       KENDEL HENDERSON       129.38         166       KENNETH STRONG       236.93         167       KENNY WALL       20.00         168       KEN'S TRUCK REPAIR, INC.       58.65         169       KENTWOOD SPRING WATER       48.06         170       KENWORTH OF MOBILE INC       2,461.05         171       KENYEN BROWN       16.00         172       KERI E GREEN       46.13         173       KIMBALL MIDWEST       1,178.35         174       KIMBERLY H ADAMS PC       5,000.00         175       KNOX PEST CONTROL       33.00         176       L & K CONSTRUCTION, LLC       15,400.00         177       LAURIE & KYLE STANKY       21.00         178       LONETTA BARNES       6,750.00         180       LOWE'S - DAPHNE       5,166.96         181       LOWE'S - FOLEY       6,419.15         182       LYNETTE M SPALLER       3,433.34         183       MAC'S AUTOGLASS LLC       2,575.00   | 162 | JOY SHIND                          | 798.49     |
| 165       KENDEL HENDERSON       129.38         166       KENNETH STRONG       236.93         167       KENNY WALL       20.00         168       KEN'S TRUCK REPAIR, INC.       58.65         169       KENTWOOD SPRING WATER       48.06         170       KENWORTH OF MOBILE INC       2,461.05         171       KENYEN BROWN       16.00         172       KERI E GREEN       46.13         173       KIMBALL MIDWEST       1,178.35         174       KIMBERLY H ADAMS PC       5,000.00         175       KNOX PEST CONTROL       33.00         176       L & K CONSTRUCTION, LLC       15,400.00         177       LAURIE & KYLE STANKY       21.00         178       LONETTA BARNES       6,750.00         180       LOWE'S - DAPHNE       5,166.96         181       LOWE'S - FOLEY       6,419.15         182       LYNETTE M SPALLER       3,433.34         183       MAC'S AUTOGLASS LLC       2,575.00   | 163 | JUBILEE ACE HOME CENTER            | 68.13      |
| 166       KENNETH STRONG       236.93         167       KENNY WALL       20.00         168       KEN'S TRUCK REPAIR, INC.       58.65         169       KENTWOOD SPRING WATER       48.06         170       KENWORTH OF MOBILE INC       2,461.05         171       KENYEN BROWN       16.00         172       KERI E GREEN       46.13         173       KIMBALL MIDWEST       1,178.35         174       KIMBERLY H ADAMS PC       5,000.00         175       KNOX PEST CONTROL       33.00         176       L & K CONSTRUCTION, LLC       15,400.00         177       LAURIE & KYLE STANKY       21.00         178       LONETTA BARNES       6,750.00         180       LOWE'S - DAPHNE       5,166.96         181       LOWE'S - FOLEY       6,419.15         182       LYNETTE M SPALLER       3,433.34         183       MAC'S AUTOGLASS LLC       2,575.00   | 164 | KELLEY BROS HARDWARE-ALABAMA INC   | 570.00     |
| 167       KENNY WALL       20.00         168       KEN'S TRUCK REPAIR, INC.       58.65         169       KENTWOOD SPRING WATER       48.06         170       KENWORTH OF MOBILE INC       2,461.05         171       KENYEN BROWN       16.00         172       KERI E GREEN       46.13         173       KIMBALL MIDWEST       1,178.35         174       KIMBERLY H ADAMS PC       5,000.00         175       KNOX PEST CONTROL       33.00         176       L & K CONSTRUCTION, LLC       15,400.00         177       LAURIE & KYLE STANKY       21.00         178       LONETTA BARNES       6,750.00         179       LORI G RUFFIN       182.00         180       LOWE'S - DAPHNE       5,166.96         181       LOWE'S - FOLEY       6,419.15         182       LYNETTE M SPALLER       3,433.34         183       MAC'S AUTOGLASS LLC       2,575.00  | 165 | KENDEL HENDERSON                   | 129.38     |
| 168       KEN'S TRUCK REPAIR, INC.       58.65         169       KENTWOOD SPRING WATER       48.06         170       KENWORTH OF MOBILE INC       2,461.05         171       KENYEN BROWN       16.00         172       KERI E GREEN       46.13         173       KIMBALL MIDWEST       1,178.35         174       KIMBERLY H ADAMS PC       5,000.00         175       KNOX PEST CONTROL       33.00         176       L & K CONSTRUCTION, LLC       15,400.00         177       LAURIE & KYLE STANKY       21.00         178       LONETTA BARNES       6,750.00         179       LORI G RUFFIN       182.00         180       LOWE'S - DAPHNE       5,166.96         181       LOWE'S - FOLEY       6,419.15         182       LYNETTE M SPALLER       3,433.34         183       MAC'S AUTOGLASS LLC       2,575.00   | 166 | KENNETH STRONG                     | 236.93     |
| 169       KENTWOOD SPRING WATER       48.06         170       KENWORTH OF MOBILE INC       2,461.05         171       KENYEN BROWN       16.00         172       KERI E GREEN       46.13         173       KIMBALL MIDWEST       1,178.35         174       KIMBERLY H ADAMS PC       5,000.00         175       KNOX PEST CONTROL       33.00         176       L & K CONSTRUCTION, LLC       15,400.00         177       LAURIE & KYLE STANKY       21.00         178       LONETTA BARNES       6,750.00         179       LORI G RUFFIN       182.00         180       LOWE'S - DAPHNE       5,166.96         181       LOWE'S - FOLEY       6,419.15         182       LYNETTE M SPALLER       3,433.34         183       MAC'S AUTOGLASS LLC       2,575.00  | 167 | KENNY WALL                         | 20.00      |
| 170       KENWORTH OF MOBILE INC       2,461.05         171       KENYEN BROWN       16.00         172       KERI E GREEN       46.13         173       KIMBALL MIDWEST       1,178.35         174       KIMBERLY H ADAMS PC       5,000.00         175       KNOX PEST CONTROL       33.00         176       L & K CONSTRUCTION, LLC       15,400.00         177       LAURIE & KYLE STANKY       21.00         178       LONETTA BARNES       6,750.00         179       LORI G RUFFIN       182.00         180       LOWE'S - DAPHNE       5,166.96         181       LOWE'S - FOLEY       6,419.15         182       LYNETTE M SPALLER       3,433.34         183       MAC'S AUTOGLASS LLC       2,575.00  | 168 | KEN'S TRUCK REPAIR, INC.           | 58.65      |
| 171       KENYEN BROWN       16.00         172       KERI E GREEN       46.13         173       KIMBALL MIDWEST       1,178.35         174       KIMBERLY H ADAMS PC       5,000.00         175       KNOX PEST CONTROL       33.00         176       L & K CONSTRUCTION, LLC       15,400.00         177       LAURIE & KYLE STANKY       21.00         178       LONETTA BARNES       6,750.00         179       LORI G RUFFIN       182.00         180       LOWE'S - DAPHNE       5,166.96         181       LOWE'S - FOLEY       6,419.15         182       LYNETTE M SPALLER       3,433.34         183       MAC'S AUTOGLASS LLC       2,575.00  | 169 | KENTWOOD SPRING WATER              | 48.06      |
| 171       KENYEN BROWN       16.00         172       KERI E GREEN       46.13         173       KIMBALL MIDWEST       1,178.35         174       KIMBERLY H ADAMS PC       5,000.00         175       KNOX PEST CONTROL       33.00         176       L & K CONSTRUCTION, LLC       15,400.00         177       LAURIE & KYLE STANKY       21.00         178       LONETTA BARNES       6,750.00         179       LORI G RUFFIN       182.00         180       LOWE'S - DAPHNE       5,166.96         181       LOWE'S - FOLEY       6,419.15         182       LYNETTE M SPALLER       3,433.34         183       MAC'S AUTOGLASS LLC       2,575.00  | 170 | KENWORTH OF MOBILE INC             | 2,461.05   |
| 173       KIMBALL MIDWEST       1,178.35         174       KIMBERLY H ADAMS PC       5,000.00         175       KNOX PEST CONTROL       33.00         176       L & K CONSTRUCTION, LLC       15,400.00         177       LAURIE & KYLE STANKY       21.00         178       LONETTA BARNES       6,750.00         179       LORI G RUFFIN       182.00         180       LOWE'S - DAPHNE       5,166.96         181       LOWE'S - FOLEY       6,419.15         182       LYNETTE M SPALLER       3,433.34         183       MAC'S AUTOGLASS LLC       2,575.00  | 171 | KENYEN BROWN                       | 16.00      |
| 174       KIMBERLY H ADAMS PC       5,000.00         175       KNOX PEST CONTROL       33.00         176       L & K CONSTRUCTION, LLC       15,400.00         177       LAURIE & KYLE STANKY       21.00         178       LONETTA BARNES       6,750.00         179       LORI G RUFFIN       182.00         180       LOWE'S - DAPHNE       5,166.96         181       LOWE'S - FOLEY       6,419.15         182       LYNETTE M SPALLER       3,433.34         183       MAC'S AUTOGLASS LLC       2,575.00   | 172 | KERI E GREEN                       | 46.13      |
| 175       KNOX PEST CONTROL       33.00         176       L & K CONSTRUCTION, LLC       15,400.00         177       LAURIE & KYLE STANKY       21.00         178       LONETTA BARNES       6,750.00         179       LORI G RUFFIN       182.00         180       LOWE'S - DAPHNE       5,166.96         181       LOWE'S - FOLEY       6,419.15         182       LYNETTE M SPALLER       3,433.34         183       MAC'S AUTOGLASS LLC       2,575.00  | 173 | KIMBALL MIDWEST                    | 1,178.35   |
| 176       L & K CONSTRUCTION, LLC       15,400.00         177       LAURIE & KYLE STANKY       21.00         178       LONETTA BARNES       6,750.00         179       LORI G RUFFIN       182.00         180       LOWE'S - DAPHNE       5,166.96         181       LOWE'S - FOLEY       6,419.15         182       LYNETTE M SPALLER       3,433.34         183       MAC'S AUTOGLASS LLC       2,575.00  | 174 | KIMBERLY H ADAMS PC                | 5,000.00   |
| 177       LAURIE & KYLE STANKY       21.00         178       LONETTA BARNES       6,750.00         179       LORI G RUFFIN       182.00         180       LOWE'S - DAPHNE       5,166.96         181       LOWE'S - FOLEY       6,419.15         182       LYNETTE M SPALLER       3,433.34         183       MAC'S AUTOGLASS LLC       2,575.00  | 175 | KNOX PEST CONTROL                  | 33.00      |
| 178       LONETTA BARNES       6,750.00         179       LORI G RUFFIN       182.00         180       LOWE'S - DAPHNE       5,166.96         181       LOWE'S - FOLEY       6,419.15         182       LYNETTE M SPALLER       3,433.34         183       MAC'S AUTOGLASS LLC       2,575.00   | 176 | L & K CONSTRUCTION, LLC            | 15,400.00  |
| 179       LORI G RUFFIN       182.00         180       LOWE'S - DAPHNE       5,166.96         181       LOWE'S - FOLEY       6,419.15         182       LYNETTE M SPALLER       3,433.34         183       MAC'S AUTOGLASS LLC       2,575.00   | 177 | LAURIE & KYLE STANKY               | 21.00      |
| 180       LOWE'S - DAPHNE       5,166.96         181       LOWE'S - FOLEY       6,419.15         182       LYNETTE M SPALLER       3,433.34         183       MAC'S AUTOGLASS LLC       2,575.00  | 178 | LONETTA BARNES                     | 6,750.00   |
| 181       LOWE'S - FOLEY       6,419.15         182       LYNETTE M SPALLER       3,433.34         183       MAC'S AUTOGLASS LLC       2,575.00   | 179 | LORI G RUFFIN                      |            |
| 181       LOWE'S - FOLEY       6,419.15         182       LYNETTE M SPALLER       3,433.34         183       MAC'S AUTOGLASS LLC       2,575.00   | 180 | LOWE'S - DAPHNE                    | I          |
| 182       LYNETTE M SPALLER       3,433.34         183       MAC'S AUTOGLASS LLC       2,575.00   | 181 | LOWE'S - FOLEY                     |            |
| 183 MAC'S AUTOGLASS LLC 2,575.00  | -   |                                    |            |
|   |     |                                    |            |
|   |     |                                    |            |

| 8   | Vendor Summary                       | Totals     |
|-----|--------------------------------------|------------|
| 185 | MARTIN MARIETTA MATERIALS            | 10,826.72  |
| 186 | MARY ANNE SUPIC                      | 37.00      |
| 187 | McGRIFF TIRE CO INC                  | 47,458.78  |
| 188 | MCPHERSON OIL CO                     | 2,502.48   |
| 189 | MCPHERSON OIL CO INC/DBA FUELMAN     | 4,509.56   |
| 190 | MICHAEL BAKER INTERNATIONAL, INC.    | 190.28     |
| 191 | MILLER'S GRAND EVENTS INC            | 712.50     |
| 192 | MOBILE ASPHALT CO LLC                | 21,134.90  |
| 193 | MOBILE BAY OVERHEAD DOOR INC         | 4,664.00   |
| 194 | MOMAR INC                            | 850.68     |
| 195 | MOTT MACDONALD CONSULTANTS, INC.     | 48,510.14  |
| 196 | MOYER FORD SALES INC                 | 449.56     |
| 197 | MPH INDUSTRIES                       | 33,660.00  |
| 198 | MWI ANIMAL HEALTH                    | 1,261.05   |
| 199 | NATIONAL ASSN OF COUNTIES            | 2,972.00   |
| 200 | NEEL-SCHAFFER INC                    | 26,088.47  |
| 201 | NEW DAIRY OPCO, LLC DBA BORDEN DAIRY | 205.72     |
| 202 | NORTH BALDWIN INFIRMARY              | 26,659.30  |
| 203 | NORTH BALDWIN MACHINE                | 484.65     |
| 204 | NOVUS GLASS BALDWIN                  | 355.00     |
|     | OEC                                  | 194.04     |
|     | OFFICE OF PROSECUTION SERVICES       | 429.22     |
| 207 | ORANGE BEACH BOARD OF EDUCATION      | 171,246.62 |
| 208 | O'REILLY AUTO PARTS                  | 2,337.98   |
| 209 | PAMELA SCOGGINS                      | 20.00      |
| 210 | PAM'S EMBROIDERY & SEWING            | 387.00     |
| 211 | PARADIGM SOFTWARE                    | 46,840.00  |
| 212 | PARISH TRACTOR COMPANY, LLC          | 1,318.41   |
| 213 | PASTPERFECT SOFTWARE                 | 380.00     |
| 214 | PATRICIA NEWTON                      | 16.00      |
| 215 | PEREGRINE SERVICES INC               | 15,980.64  |
|     | PETROLEUM TRADERS CORPORATION        | 59,414.89  |
| 217 | PINE GROVE VFD                       | 2,890.91   |
|     | POWER SYSTEMS OF MS                  | 9,123.00   |
|     | POWERPLAN                            | 3,788.45   |
|     | PRECISION SAND PRODUCTS, LLC         | 5,045.10   |
|     | PRO-CHEM INC                         | 1,496.12   |
|     | PRODISEE PANTRY                      | 650.00     |
|     | QCHC INC                             | 102,943.81 |
| 224 | QUADIENT LEASING USA, INC            | 2,280.87   |
|     | QUALITY TECHNICAL CONSULTANTS INC    | 261.16     |
|     | RACINE'S FEED GARDEN & SUPPLY INC    | 1,045.50   |
|     | RDA SERVICE COMPANY                  | 15,730.00  |
|     | READY MIX USA LLC                    | 565.00     |
|     | REGIONS BANK CORP TRUST              | 281,708.33 |
| 230 | REPUBLIC SERVICES #986               | 1,621.00   |

|     | Vendor Summary                       | Totals     |
|-----|--------------------------------------|------------|
| 231 | ROBERTSDALE AUTO PARTS INC           | 2,983.90   |
| 232 | ROBERTSDALE FEED STORE               | 168.36     |
| 233 | ROBERTSDALE POWER EQUIPMENT          | 1,013.82   |
| 234 | ROBERTSON INSURANCE AGENCY INC       | 1,500.00   |
| 235 | RONALD DOWDY                         | 16.00      |
| 236 | SAFE HARBOR ANIMAL COALITION INC     | 539.00     |
| 237 | SALLY MORGAN LUDKE                   | 4.69       |
| 238 | SAMULYN PARKER                       | 197.00     |
| 239 | SCARLET WEATHERFORD                  | 3,433.34   |
| 240 | SCS FIELD SERVICES                   | 2,140.00   |
| 241 | SHARP ELECTRONICS CORPORATION        | 2,481.45   |
| 242 | SHARPS MD OF ALABAMA                 | 750.00     |
| 243 | SHERWIN WILLIAMS - SPANISH FORT      | 449.99     |
| 244 | SHORELINE ENVIRONMENTAL INC          | 90.00      |
| 245 | SOFTWARE HOUSE INT dba SHI           | 636,992.86 |
| 246 | SOLID WASTE FUND                     | 103,536.40 |
| 247 | SOUTH ALABAMA REGIONAL               | 47,003.14  |
| 248 | SOUTH ALABAMA REGIONAL PLANNING COMM | 801.51     |
| 249 | SOUTHDATA INC                        | 107.87     |
| 250 | SOUTHERN FIRE & SAFETY INC           | 150.00     |
| 251 | SOUTHERN PIPE & SUPPLY               | 814.28     |
| 252 | SOUTHERN TIRE MART                   | 2,680.86   |
|     | SPARTAN SERVICES GRO                 | 340.00     |
| 254 | SPRINGHILL TINTING                   | 250.00     |
| 255 | STAPLES CONTRACT & COMMERCIAL INC    | 21,851.31  |
| 256 | STATE OF ALABAMA DEPT OF LABOR       | 75.00      |
| 257 | STEVE SNIDER                         | 90.00      |
|     | STOCKTON EQUIPMENT CO                | 134.00     |
|     | STONE CROSBY PC                      | 29,852.25  |
|     | SUMMIT LANDSCAPE SUPPLY              | 6,978.50   |
|     | SUNDOWN PROPERTIES                   | 478.91     |
|     | SUNSOUTH LLC                         | 4,318.74   |
|     | SWEAT TIRE - BAY MINETTE             | 343.21     |
|     | SWEAT TIRE - ROBERTSDALE             | 3,402.39   |
|     | SYMBOL HEALTH SOLUTIONS LLC          | 167,185.51 |
|     | THE PRINT SHOP                       | 3,275.75   |
| 9   | THERESA GRICE                        | 612.00     |
|     | THOMPSON ENGINEERING                 | 7,570.00   |
|     | THOMPSON TRACTOR CO                  | 26,401.47  |
|     | TONY'S TOWING INC                    | 1,744.00   |
|     | TOWER EQUITIES LLC                   | 3,000.00   |
|     | TOWN OF MOUNT VERNON                 | 49.40      |
|     | TRACTOR & EQUIPMENT - MOBILE         | 878.21     |
|     | TRAVIS PAUL MD PC                    | 9,761.00   |
|     | TRUIST BANK                          | 106.50     |
| 276 | TSA INC                              | 53,625.40  |

|     | Vendor Summary                              | Totals       |
|-----|---|--------------|
| 277 | TYLER TECHNOLOGIES, INC.                    | 740.00       |
| 278 | ULINE INC                                   | 443.29       |
| 279 | USA HEALTH ANESTHESIA BILLING SERVICES, LLC | 170.67       |
| 280 | VAN SCOYOC ASSOCIATES                       | 9,500.00     |
| 281 | VERNON DANDRIDGE                            | 210.00       |
| 282 | VIA MOBILITY, LLC                           | 14,500.00    |
| 283 | VIRGINIA SUE FERGUSON                       | 80.00        |
| 284 | VISION SOUTHEAST INC                        | 54,835.78    |
| 285 | VOLKERT INC                                 | 62,700.38    |
| 286 | VVS HOLDCO, LLC                             | 681.81       |
| 287 | W W GRAINGER                                | 55,906.91    |
| 288 | WALTER CURTIS CO LLC                        | 46.00        |
| 289 | WALTERS CONTROLS INC                        | 300.00       |
| 290 | WARD INTL TRUCKS - MOBILE                   | 1,274.80     |
| 291 | WASTEQUIP MANUFACTURING CO LLC              | 24,455.00    |
| 292 | WAVY WONDERS                                | 50.06        |
| 293 | WESCO GAS & WELDING SUPPLY                  | 409.78       |
| 294 | WESCO RECEIVABLES CORP                      | 96.66        |
| 295 | WEST BEACH STR LLC                          | 50.00        |
| 296 | WEST GROUP PAYMENT CENTER                   | 1,242.32     |
| 297 | WILDLIFE SOLUTIONS INC                      | 560.00       |
| 298 | WILLIAMS QUALITY CLEANING                   | 428.75       |
| 299 | WITTICHEN SUPPLY - DAPHNE                   | 1,406.88     |
| 300 | WOLFE-BAYVIEW FUNERAL HOMES & CREM, INC     | 395.00       |
| 301 | WRIGHTS MOTOR PARTS INC                     | 933.74       |
| 302 | XEROX CORP                                  | 271.70       |
| 303 | ZACHARY HOOD                                | 92.00        |
| 304 | ZACK LONG                                   | 5,092.50     |
|     |   |              |
|     | Grand Total                                 | 9,564,985.78 |



### **AP CHECK RECONCILIATION REGISTER**

| CHECK # CHECK DATE TYPE  | VENDOR NAME   |                    | UNCLEARED   | CLEARED | ВАТСН | CLEAR DATE |  |
|--|---|--------------------|---|---------|-------|------------|--|
| 9206761 12/05/2022 WIRE<br>9206762 12/05/2022 WIRE<br>9206763 12/05/2022 WIRE<br>9206764 12/05/2022 WIRE<br>9206765 12/05/2022 WIRE<br>9206766 12/05/2022 WIRE<br>9206767 12/05/2022 WIRE<br>9206768 12/05/2022 WIRE | 014116 BALDWIN<br>191392 GULF SHO<br>191392 GULF SHO<br>002334 ORANGE B |                    | 5,268,877.63<br>296,395.29<br>370,640.84<br>23,564.65<br>160,646.94<br>10,599.68<br>185,220.83<br>96,487.50 |         |       |            |  |
|  | 8 CHECKS  | CASH ACCOUNT TOTAL | 6,412,433.36  | .00     |       |            |  |



### **AP CHECK RECONCILIATION REGISTER**

| CHECK # CHECK DATE TYPE VENDOR NAME  257101 12/05/2022 PRINTED 158051 4IMPRINT INC 257102 12/05/2022 PRINTED 010448 A & M PORTABLES INC 257104 12/05/2022 PRINTED 0157294 ADAMS AND REESE LLP 257104 12/05/2022 PRINTED 002267 KIMBERLY H ADAMS PC 257106 12/05/2022 PRINTED 061663 ADMINISTRATIVE OFFICE OF 257106 12/05/2022 PRINTED 061663 ADMINISTRATIVE OFFICE OF 257107 12/05/2022 PRINTED 010432 ADT SECURITY SERVICES INC 257108 12/05/2022 PRINTED 192412 ADVANTAGE ELEVATOR INSP A 257109 12/05/2022 PRINTED 192412 ADVANTAGE ELEVATOR INSP A 257110 12/05/2022 PRINTED 192412 ADVANTAGE ELEVATOR INSP A 257110 12/05/2022 PRINTED 192412 ADVANTAGE ELEVATOR INSP A 257111 12/05/2022 PRINTED 100474 AL DEPT OF ENVIRONMENTAL 257111 12/05/2022 PRINTED 100474 AL STATE DEPT OF TRANSPOR 257113 12/05/2022 PRINTED 146931 ALABAMA ASSN OF FLOODPLAI 257114 12/05/2022 PRINTED 146931 ALABAMA ASSN OF FLOODPLAI 257115 12/05/2022 PRINTED 146931 ALABAMA ASSN OF FLOODPLAI 257117 12/05/2022 PRINTED 146931 ALABAMA ASSN OF FLOODPLAI 257118 12/05/2022 PRINTED 146931 ALABAMA ASSN OF FLOODPLAI 257119 12/05/2022 PRINTED 10045 ALABAMA ASSN OF FLOODPLAI 257119 12/05/2022 PRINTED 10045 ALABAMA ASSN OF FLOODPLAI 257112 12/05/2022 PRINTED 10045 ALABAMA ASSN OF FLOODPLAI 257121 12/05/2022 PRINTED 192814 ALABAMA CHAPTER OF THE IA 257121 12/05/2022 PRINTED 192814 ALABAMA CHAPTER OF THE IA 257121 12/05/2022 PRINTED 192814 ALABAMA CHAPTER OF THE IA 257121 12/05/2022 PRINTED 192814 ALABAMA CHAPTER OF THE IA 257121 12/05/2022 PRINTED 192814 ALABAMA CHAPTER OF THE IA 257121 12/05/2022 PRINTED 192814 ALABAMA CHAPTER OF THE IA 257121 12/05/2022 PRINTED 192814 ALABAMA CHAPTER OF THE IA 257121 12/05/2022 PRINTED 192814 ALABAMA CHAPTER OF THE IA 257121 12/05/2022 PRINTED 192814 ALABAMA CHAPTER OF THE IA 257121 12/05/2022 PRINTED 100394 APCO INTERNATIONAL INC 257121 12/05/2022 PRINTED 100394 APCO INTERNATIONAL INC 257131 12/05/2022 PRINTED 100394 APCO INTERNATIONAL INC 257131 12/05/2022 PRINTED 100394 APCO INTERNATIONAL INC 257131 12/05/2022 PRINTED 105384 ALABAMA TAX ADMINI | UNCLEARED CLEARED BATCH CLEAR DATE |
|--|------------------------------------|
| 257101 12/05/2022 PRINTED 158051 4TMPRINT INC  | 317.71                             |
| 257102 12/05/2022 PRINTED 010448 A & M PORTABLES INC   | 1,031.75                           |
| 257103 12/05/2022 PRINTED 157294 ADAMS AND REESE LLP   | 7,092.00                           |
| 257104 12/05/2022 PRINTED 002267 KIMBERLY H ADAMS PC   | 5,000.00                           |
| 257105 12/05/2022 PRINTED 061663 ADMINISTRATIVE OFFICE OF  | 97,904.17                          |
| 25/106 12/05/2022 PRINTED 061663 ADMINISTRATIVE OFFICE OF  | 14,150.96                          |
| 25/10/ 12/05/2022 PRINTED 010432 ADT SECURITY SERVICES INC   | 58.89                              |
| 23/100 12/03/2022 PRINTED 192412 ADVANTAGE ELEVATOR INSP A   | 180.00                             |
| 237103 12/03/2022 PRINTED 140/34 ALRGAS USA LLC<br>257110 12/05/2022 PRINTED 010224 AL DERT OF ENVIRONMENTAL   | 1,4/1.14                           |
| 257111 12/05/2022 PRINTED 010224 AL DEPT OF ENVIRONMENTAL 257111 12/05/2022 PRINTED 183252 AL JUDICIAL COLLEGE EDUCA   | 93.00                              |
| 257112 12/05/2022 PRINTED 100474 AL STATE DEPT OF TRANSPOR   | 323 16                             |
| 257113 12/05/2022 PRINTED 146931 ALABAMA ASSN OF FLOODPLAT   | 75.00                              |
| 257114 12/05/2022 PRINTED 146931 ALABAMA ASSN OF FLOODPLAI   | 75.00                              |
| 257115 12/05/2022 PRINTED 146931 ALABAMA ASSN OF FLOODPLAI   | 75.00                              |
| 257116 12/05/2022 PRINTED 146931 ALABAMA ASSN OF FLOODPLAI   | 75.00                              |
| 257117 12/05/2022 PRINTED 146931 ALABAMA ASSN OF FLOODPLAI   | 75.00                              |
| 257118 12/05/2022 PRINTED 010045 ALABAMA AUTO SERVICE CENT   | 7,833.60                           |
| 25/119 12/05/2022 PRINTED 00192/ ALABAMA BIO CLEAN   | 932.00                             |
| 25/120 12/05/2022 PRINTED 192814 ALABAMA CHAPTER OF THE IA   | 3,000.00                           |
| 23/121 12/03/2022 PRINTED 192014 ALABAMA CHAPTER OF THE IA   | 50.00                              |
| 257123 12/05/2022 PRINTED 192814 ALABAMA CHAPTER OF THE TA   | 450.00                             |
| 257124 12/05/2022 PRINTED 181921 ALABAMA COASTAL RADTOLOGY   | 775 87                             |
| 257125 12/05/2022 PRINTED 125559 ALABAMA HISTORICAL ASSN   | 2.000.00                           |
| 257126 12/05/2022 PRINTED 083660 ALABAMA PIPE & SUPPLY CO  | 16,583.84                          |
| 257127 12/05/2022 PRINTED 184603 ANDREW'S DIESEL & AUTOMOT   | 192.90                             |
| 257128 12/05/2022 PRINTED 100394 APCO INTERNATIONAL INC  | 361.00                             |
| 257129 12/05/2022 PRINTED 187137 ARCHIVE SOCIAL  | 8,388.00                           |
| 257130 12/05/2022 PRINTED 180302 ASHBERRY LANDFILL LLC   | 390.00                             |
| 25/131 12/05/2022 PRINTED 085534 ALABAMA TAX ADMINISTRATIO   | 150.00                             |
| 25/132 12/05/2022 PRINTED 085534 ALABAMA TAX ADMINISTRATIO   | 150.00                             |
| 23/133 12/03/2022 PRINTED 065934 ALABAMA TAX ADMINISTRATIO   | 150.00                             |
| 257135 12/05/2022 PRINTED 003824 ASSN OF STATE FLOODPLAIN  | 90.00<br>90.00                     |
| 257136 12/05/2022 PRINTED 003024 ASSN OF STATE FEODDFLAIN  | 50.00                              |
| 257137 12/05/2022 PRINTED 010225 AUBURN UNIVERSITY   | 350.00                             |
| 257138 12/05/2022 PRINTED 010225 AUBURN UNIVERSITY   | 2.380.00                           |
| 257139 12/05/2022 PRINTED 185252 AUTO ZONE - ROBERTSDALE   | 857.60                             |
| 257140 12/05/2022 PRINTED 181136 B I INCORPORATED  | 14,806.80                          |
| 257141 12/05/2022 PRINTED 163096 B&H PHOTO & ELECTRONICS C   | 6,696.26                           |
| 257142 12/05/2022 PRINTED 014044 BALDWIN ANIMAL CLINIC PC  | _ 125.00                           |
| 25/143 12/05/2022 PRINTED 014043 BALDWIN CNTY ASSN OF REAL   | 5,471.00                           |
| 25/144 12/05/2022 PRINTED 014553 BALDWIN CNTY ECONOMIC DEV   | 28,263.27                          |
| 23/149 12/03/2022 PRINTED 130011 BALDWIN CNTY SUBSTEELS OF   | 1,827.00                           |
| 257147 12/05/2022 PRINTED 136611 DALDWIN CNTV CHERTER'S OF   | 460.00<br>2.785.36                 |
| 257148 12/05/2022 PRINTED 130011 BALDWIN CNIT SHEKIFF S OF   | 2,703.30<br>A75 20                 |
| 257149 12/05/2022 PRINTED 105048 BALDWIN CNTY SOLID WASTE  | 2.894.00                           |
| 257150 12/05/2022 PRINTED 165665 BALDWIN EYE CLINIC  | 167.00                             |
| 257151 12/05/2022 PRINTED 146165 BALDWIN FEED AND SEED LLC   | 380.00                             |
| 257152 12/05/2022 PRINTED 096663 BALDWIN GULF COAST PEST C   | 160.00                             |
|  |                                    |



### **AP CHECK RECONCILIATION REGISTER**

| CHECK # CHECK DATE TYPE   | VENDOR NAME  | UNCLEARED  | CLEARED BATCH CLEAR DATE |
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| 257153 12/05/2022 PRINTED 257155 12/05/2022 PRINTED 257156 12/05/2022 PRINTED 257157 12/05/2022 PRINTED 257158 12/05/2022 PRINTED 257158 12/05/2022 PRINTED 257160 12/05/2022 PRINTED 257160 12/05/2022 PRINTED 257161 12/05/2022 PRINTED 257162 12/05/2022 PRINTED 257163 12/05/2022 PRINTED 257164 12/05/2022 PRINTED 257166 12/05/2022 PRINTED 257166 12/05/2022 PRINTED 257166 12/05/2022 PRINTED 257166 12/05/2022 PRINTED 257168 12/05/2022 PRINTED 257168 12/05/2022 PRINTED 257168 12/05/2022 PRINTED 257170 12/05/2022 PRINTED 257171 12/05/2022 PRINTED 257171 12/05/2022 PRINTED 257171 12/05/2022 PRINTED 257171 12/05/2022 PRINTED 257175 12/05/2022 PRINTED 257176 12/05/2022 PRINTED 257176 12/05/2022 PRINTED 257176 12/05/2022 PRINTED 257177 12/05/2022 PRINTED 257178 12/05/2022 PRINTED 257178 12/05/2022 PRINTED 257178 12/05/2022 PRINTED 257180 12/05/2022 PRINTED 257181 12/05/2022 PRINTED 257182 12/05/2022 PRINTED 257181 12/05/2022 PRINTED 257188 12/05/2022 PRINTED 257188 12/05/2022 PRINTED 257189 12/05/2022 PRINTED 257191 12/05/2022 PRINTED 257193 12/05/2022 | O14132 BALDWIN YOUTH SERVICES O14132 BALDWIN YOUTH SERVICES O02007 LONETTA BARNES 113603 BAY AREA PRINTING & GRAPH 191953 BAY IMAGES O14029 BAY MINETTE BUILDING SUPP 054092 BAY PAPER 191016 BAY PEST CONTROL COMPANY 054050 BAY SIDE RUBBER & PRODUCT 185645 BEARD EQUIPMENT - MOBILE 014075 BEARD EQUIPMENT - POWERPL 014075 POWERPLAN 089623 BEDS & BLINDS 079396 BEHAVIORAL HEALTH SYSTEMS 014488 BLACKLIDGE EMULSIONS INC 014006 BLOSSMAN GAS INC - FOLEY 002251 BLUE ARBOR INC 014084 BOB BARKER CO INC 001867 NEW DAIRY OPCO, LLC DBA B 109891 CELENA R BOYKIN 014011 BUILDERS HARDWARE & SUPPL 159450 BUSINESS SYSTEMS & CONSUL 189926 C R PATE LOGGING, INC 019009 CAMPBELL HARDWARE & SUPPL 191890 CARMICHAEL ENGINEERING, I 183314 CASCADE ENGINEERING, I 183314 CASCADE ENGINEERING INC 027714 CENTRAL BALDWIN VETERINAR 180354 CERTIFIED LABORATORIES DI 094060 CHUCK STEVENS AUTO INC 180505 CHUCK STEVENS CHEVROLET O 105435 CINTAS FIRST AID & SAFETY 187695 CINTAS FORST AID SAFETY 187695 COASTAL BALDWIN VETERINAR 180354 CERTIFIED LABORATORIES DI 094060 CHUCK STEVENS CHEVROLET O 105435 CINTAS FIRST AID SAFETY 187695 CINTAS FORST AID SAFETY 187695 CINTAS FORST AID SAFETY 187695 COASTAL BALDWIN VETERINAR 180354 CERTIFIED LABORATORIES DI 094060 CHUCK STEVENS CHEVROLET O 105435 CINTAS FORST AID SAFETY 187695 COASTAL BALDWIN VETERINAR 180354 CERTIFIED LABORATORIES DI 094060 CHUCK STEVENS OF COMMUNITY 192695 COASTAL BRT, LLC 180489 COASTAL BRT, LLC 181489 COASTAL BRT, LLC 181499 COASTAL BRT, LC 181499 COASTAL BRT, LC 181499 COASTAL BRT, LC 181499 COASTAL BRT, LC 181490 COASTAL B | 447.07 33,883.47 6,750.00 745.28 35.00 922.05 636.84 210.65 2,518.15 1,724.52 1,529.02 3,788.45 967.00 1,499.67 5,798.00 132.88 23,325.67 10,091.25 205.72 36.88 980.42 995.00 17,523.77 473.61 32,240.00 32,094.64 40,621.59 18,763.87 802.96 14,138.80 4,311.37 2,517.65 31.47 3,045.77 17,524.66 1,084.14 82,650.33 6,150.00 1,701.25 | CLEARED BATCH CLEAR DATE |
| 257182 12/05/2022 PRINTED 257183 12/05/2022 PRINTED 257184 12/05/2022 PRINTED 257185 12/05/2022 PRINTED 257186 12/05/2022 PRINTED 257187 12/05/2022 PRINTED 257188 12/05/2022 PRINTED 257189 12/05/2022 PRINTED 257191 12/05/2022 PRINTED 257191 12/05/2022 PRINTED 257193 12/05/2022 PRINTED 257194 12/05/2022 PRINTED 257196 12/05/2022 PRINTED 257196 12/05/2022 PRINTED 257197 12/05/2022 PRINTED 257198 12/05/2022 PRINTED 257198 12/05/2022 PRINTED 257199 12/05/2022 PRINTED 257199 12/05/2022 PRINTED 257201 12/05/2022 PRINTED 257203 12/05/2022 PRINTED 257203 12/05/2022 PRINTED 257204 12/05/2022 | 180354 CERTIFIED LABORATORIES DI 094060 CHUCK STEVENS AUTO INC 180505 CHUCK STEVENS CHEVROLET O 105435 CINTAS FIRST AID & SAFETY 187695 CINTAS FIRST AID & SAFETY 187695 CINTAS CORPORATION NO 2 019021 CITY OF FAIRHOPE-UTILITIE 025040 COASTAL ALABAMA COMMUNITY 192695 COASTAL BRT, LLC 181489 COASTAL BRT, LLC 181489 COASTAL HEALTH INSTITUTE 182244 COASTAL INDUSTRIAL SUPPLY 181306 COBLENTZ EQUIPMENT & PART 097682 COCA COLA UNITED 142527 COCKRELL'S BODY SHOP OF R 183167 COMMERCIAL DIVING SERVICE 001887 CONSOLIDATED PIPE & SUPPL 068275 CORLEY AUTO CARE 019039 COWIN EQUIPMENT CO - MOBI 002070 CROWN USA, INC. 086609 CULLIGAN WATER SYSTEMS OF 115852 DADE PAPER & BAG CO 193493 VERNON DANDRIDGE 191799 DARECATALOG.COM   | 14,138.80<br>4,311.37<br>2,517.65<br>31.47<br>3,045.77<br>17,524.66<br>1,084.14<br>82,650.33<br>6,150.00<br>1,045.00<br>1,701.25<br>11,682.10<br>670.88<br>3,521.28<br>19,800.00<br>1,190.00<br>1,190.00<br>1,99.94<br>29,086.07<br>608.20<br>37.60<br>2,278.36<br>210.00<br>1,241.79  |                          |



### **AP CHECK RECONCILIATION REGISTER**

| CHECK # CHECK DATE TYPE VENDOR NAME  | UNCLEARED CLEARED BATCH CLEAR DATE |
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| CHECK # CHECK DATE TYPE VENDOR NAME  257205 12/05/2022 PRINTED 021179 DAVISON FUELS & OIL L 257206 12/05/2022 PRINTED 180834 DEANNA VICICH COX 257207 12/05/2022 PRINTED 021252 DELTA COMPUTER SYSTEM 257208 12/05/2022 PRINTED 021252 DELTA COMPUTER SYSTEM 257209 12/05/2022 PRINTED 01961 DESIGN WORKSHOP, INC 257210 12/05/2022 PRINTED 01961 DESIGN WORKSHOP, INC 257211 12/05/2022 PRINTED 021127 DISTRICT ATTORNEY'S O 257213 12/05/2022 PRINTED 021127 DISTRICT ATTORNEY'S O 257213 12/05/2022 PRINTED 021127 DISTRICT ATTORNEY'S O 257214 12/05/2022 PRINTED 021127 DISTRICT ATTORNEY'S O 257214 12/05/2022 PRINTED 021127 DISTRICT ATTORNEY'S O 257214 12/05/2022 PRINTED 021137 DYKES VETERINARY CLIN 257216 12/05/2022 PRINTED 021135 DYKES VETERINARY CLIN 257216 12/05/2022 PRINTED 062623 EMPIRE TRUCK SALES IN 257217 12/05/2022 PRINTED 062623 EMPIRE TRUCK SALES IN 257218 12/05/2022 PRINTED 062623 EMPIRE TRUCK SALES IN 257219 12/05/2022 PRINTED 07649 ESRI INC - CALIFORNIA 257221 12/05/2022 PRINTED 043932 EVANS & COMPANY 257221 12/05/2022 PRINTED 043932 EVANS & COMPANY 257221 12/05/2022 PRINTED 041646 FEDEX 257223 12/05/2022 PRINTED 041646 FEDEX 257223 12/05/2022 PRINTED 041646 FEDEX 257224 12/05/2022 PRINTED 041646 FEDEX 257228 12/05/2022 PRINTED 041646 FEDEX 257229 12/05/2022 PRINTED 041646 FEDEX 257231 12/ | LLC 139,959.20                     |
| 257206 12/05/2022 PRINTED 180834 DEANNA VICICH COX   | 1,800.00                           |
| 257207 12/05/2022 PRINTED 021252 DELTA COMPUTER SYSTEM   | 4S IN 9,205.00                     |
| 25/208 12/05/2022 PRINTED 113161 DELTA FLOORING INC  | 7,955.00                           |
| 257209 12/03/2022 PRINTED 001901 DESIGN WORKSHOP, INC. 257210 12/05/2022 DETHTED 185685 DEWREDDY ENGINEEDS IN  | 1,340.00                           |
| 257211 12/05/2022 PRINTED 021127 DISTRICT ATTORNEY'S 0   | DEFTC 223.53                       |
| 257212 12/05/2022 PRINTED 021127 DISTRICT ATTORNEY'S 0   | DFFIC 17.152.57                    |
| 257213 12/05/2022 PRINTED 021127 DISTRICT ATTORNEY'S 0   | DFFIC 2,777.79                     |
| 257214 12/05/2022 PRINTED 021153 DYKES VETERINARY CLIN   | NIC 966.20                         |
| 25/215 12/05/2022 PRINTED 192919 ELANCO US, INC  | 996.13                             |
| 25/210 12/05/2022 PRINTED 002023 EMPIRE TRUCK SALES IN   | NC 9,155.4/                        |
| 257217 12/03/2022 PRINTED 002339 ENT CENTERS OF EXCELL 257218 12/05/2022 PRINTED 025048 FOULTDMENT SALES CO.   | LLENC 203.02<br>77.64              |
| 257219 12/05/2022 PRINTED 077649 ESRT INC - CALTEORNIA   | 85,000,00                          |
| 257220 12/05/2022 PRINTED 043932 EVANS & COMPANY   | 8.153.05                           |
| 257221 12/05/2022 PRINTED 126261 EXPRESS OIL CHANGE  | 58.81                              |
| 257222 12/05/2022 PRINTED 094932 EXPRESS OIL CHANGE  | 89.59                              |
| 257223 12/05/2022 PRINTED 041646 FEDEX   | 16.14                              |
| 25/224 12/05/2022 PRINTED 041646 FEDEX   | 32.30                              |
| 257225 12/05/2022 PRINTED 041040 FEDEX   | 0.02<br>13 48                      |
| 257227 12/05/2022 PRINTED 041646 FEDEX   | 19.66                              |
| 257228 12/05/2022 PRINTED 041646 FEDEX   | 8.97                               |
| 257229 12/05/2022 PRINTED 041646 FEDEX   | 50.76                              |
| 257230 12/05/2022 PRINTED 193481 VIRGINIA SUE FERGUSON   | N 80.00                            |
| 257231 12/05/2022 PRINTED 095071 FLEETPRIDE  | 18,836.70                          |
| 25/232 12/05/2022 PRINTED 188242 FLORES & ASSOCIATES   | 1,056.80                           |
| 257233 12/03/2022 PRINTED 13102/ FLORIDA-ALABAMA 1PO<br>257234 12/05/2022 PRINTED 136514 FLOVOS EVHALIST & DEDE  | 6,303.00<br>EORMA 13 828 85        |
| 257235 12/05/2022 PRINTED 130314 FE0TUS EXHAUST & FERT   | 15,626.65<br>459 10                |
| 257236 12/05/2022 PRINTED 027263 GALL'S LLC  | 5.244.05                           |
| 257237 12/05/2022 PRINTED 182991 GEOCON ENGINEERING &  | MATE 871.00                        |
| 257238 12/05/2022 PRINTED 027287 GEOTECHNICAL ENGINEER   | RING 3,071.50                      |
| 257239 12/05/2022 PRINTED 185711 GILMORE SERVICES  | 54.57                              |
| 25/240 12/05/2022 PRINTED 005383 GIS CERTIFICATION INS   | 285.00                             |
| 257242 12/05/2022 PRINTED 002005 GLASS SYSTEMS OF ALAE   | BANIA 4,059.00<br>E CEN 377 73     |
| 257243 12/05/2022 PRINTED 02/003 GOODTEAK AUTO SERVICE   | 124 75                             |
| 257244 12/05/2022 PRINTED 186138 GRAESTONE AGGREGATES.   | . LLC 41.603.77                    |
| 257245 12/05/2022 PRINTED 027012 GRAYBAR ELECTRIC CO 1   | ÍNC - 79,560.00                    |
| 257246 12/05/2022 PRINTED 174561 KERI E GREEN  | 46.13                              |
| 257247 12/05/2022 PRINTED 189486 GSP MARKETING INC   | 6,150.02                           |
| 25/248 12/05/2022 PRINTED 181424 GULF COAST BUILDING S   | SUPPL 218.46                       |
| 237249 12/03/2022 PRINTED 002016 GULF COAST MEDIA, LLC   | C 505.24                           |
| 257251 12/05/2022 PRINTED 002010 GOLF COAST MEDIA, ELC<br>257251 12/05/2022 PRINTED 185606 GULF COAST ORGANIC. 1   | TNC 2 300 00                       |
| 257252 12/05/2022 PRINTED 027282 GULF COAST RESOURCE C   | 750.00                             |
| 257253 12/05/2022 PRINTED 027242 INTERSTATE BILLING SE   | ERVIC 57.03                        |
| 257254 12/05/2022 PRINTED 085067 GULF REGIONAL PATHOLO   | OGIST 150.00                       |
| 25/255 12/05/2022 PRINTED 027181 GULF STATES DISTRIBUT   | TORS 30,525.00                     |
| 25/256 12/05/2022 PRINTED 188103 HAPPY ACRES VETERINAR   | RY CL 1,099.00                     |



### AP CHECK RECONCILIATION REGISTER

| ### CHECK # CHECK DATE TYPE  | CHECK # CHECK DATE TYPE VENDOR                                       | NAME                      | UNCLEARED              | CLEARED BATCH CLEAR DATE |
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| 257258   12/05/2022   PRINTED   188951   KENDEL HENDERSON   1.29.38  | 257257 12/05/2022 PRINTED 002099                                     | HARRIS AND COMPANY, LLC   | 6.750.00               |                          |
| 257259   12/05/2022   PRINTED   186607   HERITAGE-CRYSTAL CLEAN LL   697.29  | 257258 12/05/2022 PRINTED 183951                                     | KENDEL HENDERSON          | 129.38                 |                          |
| 1,474.62   1,705.7022   PRINTED 120432   HT-LINE   1,162.85   1,   | 257259 12/05/2022 PRINTED 186607                                     | HERITAGE-CRYSTAL CLEAN LL | 697.29                 |                          |
| 1, 102, 103, 103, 103, 103, 103, 103, 103, 103   | 25/260 12/05/2022 PRINTED 120432                                     | HI-LINE                   | 1,474.62               |                          |
| 1,005   0022   | 25/261 12/05/2022 PRINTED 188391                                     | HILL'S PET NUTRITION INC  | 1,162.85               |                          |
| 257264   12/05/2022   PRINTED   189455   INC.   ING.PTITALIST   LIC   1267.94  | 257263 12/05/2022 PRINTED 190036                                     | LINTER SECURITY INC       | 92.00<br>195.00        |                          |
| 2577265   12/05/2022 PRINTED   1900/29   IMCEMERGENCY PHYSICIANS   1,069   21   2577266   12/05/2022 PRINTED   1988   16   IMCNORTH BALDWIN PHYSICIANS   491.28   2577267   12/05/2022 PRINTED   199320   INFIRMARY OCCUPATIONAL   HE   818.00   2577269   12/05/2022 PRINTED   087767   JAIN KING OF MOBILE   469.00   257727   12/05/2022 PRINTED   108767   JAIN KING OF MOBILE   469.00   257727   12/05/2022 PRINTED   10806   JOHN M MARREN CO   1,340.00   257727   12/05/2022 PRINTED   10806   JOHN M MARREN CO   1,340.00   257727   12/05/2022 PRINTED   10806   JOHN M MARREN CO   1,340.00   257727   12/05/2022 PRINTED   10815   JUBILEE ACE HOME CENTER   68.13   257274   12/05/2022 PRINTED   188705 KELLEY BROS HARDWARE-ALAB   570.00   257275   12/05/2022 PRINTED   03846 KEN'S TRUCK REPAIR, INC.   58.65   257276   12/05/2022 PRINTED   039466 KENTWOOD SPRING WATER   48.06   257277   12/05/2022 PRINTED   039466 KENTWOOD SPRING WATER   48.06   257278   12/05/2022 PRINTED   039478 KENWORTH OF MOBILE INC   2,642.09   257281   12/05/2022 PRINTED   039478 KENWORTH OF MOBILE INC   2,642.09   257281   12/05/2022 PRINTED   039578 KENWORTH OF MOBILE INC   2,642.09   257282   12/05/2022 PRINTED   039578 KENWORTH OF MOBILE INC   2,642.09   257283   12/05/2022 PRINTED   039578 KENWORTH OF MOBILE INC   2,642.09   257284   12/05/2022 PRINTED   108678 KENWORTH OF MOBILE INC   2,642.09   257285   12/05/2022 PRINTED   108678 KENWORTH OF MOBILE INC   2,642.09   257286   12/05/2022 PRINTED   136872 LOWE'S - DAPHNE   251.75   257284   12/05/2022 PRINTED   136872 LOWE'S - DAPHNE   251.75   257284   12/05/2022 PRINTED   136872 LOWE'S - DAPHNE   251.75   257285   12/05/2022 PRINTED   136875 SALLY MORGAN LUDKE   4,69   257287   12/05/2022 PRINTED   186875 SALLY MORGAN LUDKE   4,69   257287   12/05/2022 PRINTED   18735 SALLY MORGAN LUDKE   4,69   257288   12/05/2022 PRINTED   18735 SALLY MORGAN LUDKE   4,69   257290   12/05/2022 PRINTED   108417 AUDRA MIZE   7,50   257291   12/05/2022 PRINTED   108417 AUDRA MIZE   7,50   257291   12/05/2022 PRIN       | 257264 12/05/2022 PRINTED 032413                                     | TMC HOSPITALIST LLC       | 267 94                 |                          |
| 2577266 12/05/2022 PRINTED 189816 IMC-MORTH BALDWIN PHYSICI  | 257265 12/05/2022 PRINTED 190029                                     | IMC-EMERGENCY PHYSICIANS  | 1.069.21               |                          |
| 257767 12/05/2022 PRINTED 099320 INFERNMANY OCCUPATIONAL HE 818.00 257769 12/05/2022 PRINTED 175986 JADE CONSULTING LLC 4, 325.00 257769 12/05/2022 PRINTED 087767 JANI KING OF MOBILE 469.00 257771 12/05/2022 PRINTED 167927 JONES WALKER LLP 1, 594.00 257771 12/05/2022 PRINTED 167927 JONES WALKER LLP 1, 321.20 257773 12/05/2022 PRINTED 167927 JONES WALKER LLP 1, 321.20 257773 12/05/2022 PRINTED 08608 JAMES DARIN JONES 7, 321.20 257773 12/05/2022 PRINTED 086251 JUBILEE ACE HOME CENTER 68.13 257773 12/05/2022 PRINTED 086251 JUBILEE ACE HOME CENTER 68.13 257773 12/05/2022 PRINTED 086251 JUBILEE ACE HOME CENTER 68.13 257773 12/05/2022 PRINTED 08787 KELLEY FROS HARDWARE-ALAB 570.00 257776 12/05/2022 PRINTED 08787 KELLEY FROS HARDWARE-ALAB 570.00 257777 12/05/2022 PRINTED 08787 KELLEY FROS HARDWARE-ALAB 570.00 257778 12/05/2022 PRINTED 095783 CORPORATE BILLING 2, 682.09 257779 12/05/2022 PRINTED 095783 CORPORATE BILLING 2, 682.09 257779 12/05/2022 PRINTED 095783 CORPORATE BILLING 2, 682.09 257781 12/05/2022 PRINTED 095094 L & K CONSTRUCTION, LLC 15, 400.00 257281 12/05/2022 PRINTED 1086872 LOWE'S - DAPHNE 257278 12/05/2022 PRINTED 095094 L & K CONSTRUCTION, LLC 15, 400.00 257281 12/05/2022 PRINTED 18672 LOWE'S - DAPHNE 257278 12/05/2022 PRINTED 18672 LOWE'S - DAPHNE 257278 12/05/2022 PRINTED 18672 LOWE'S - DAPHNE 4,915.21 257286 12/05/2022 PRINTED 18672 LOWE'S - DAPHNE 4,915.21 257287 12/05/2022 PRINTED 18673 LOWE'S - DAPHNE 4,915.21 257288 12/05/2022 PRINTED 186873 SALLY MORGAN LUDKE 4,69 257297 12/05/2022 PRINTED 186873 SALLY MORGAN LUDKE 4,69 257297 12/05/2022 PRINTED 186874 LOWE'S - DAPHNE 4,915.21 257288 12/05/2022 PRINTED 186874 LOWE'S - DAPHNE 4,915.21 257289 12/05/2022 PRINTED 186874 MARTEN AUTOCLAS ALLEY MARTEN AUTOCLAS AUTOCLA | 257266 12/05/2022 PRINTED 189816                                     | IMC-NORTH BALDWIN PHYSICI | 491.28                 |                          |
| 257768 12/05/2022 PRINTED 087767 JANK KING OF MOBILE 469.00 257770 12/05/2022 PRINTED 087767 JANK KING OF MOBILE 469.00 257771 12/05/2022 PRINTED 086018 JOHN M WARREN CO 1,594.00 257771 12/05/2022 PRINTED 167927 JONES WALER LLP 1,321.20 257773 12/05/2022 PRINTED 190608 JAMES DARIN JONES 78.50 257773 12/05/2022 PRINTED 1805251 JUBILEE ACE HOME CENTER 68.13 257773 12/05/2022 PRINTED 01805251 JUBILEE ACE HOME CENTER 68.13 257773 12/05/2022 PRINTED 018074 KELLEY BROS HARDWARE-ALAB 570.00 257775 12/05/2022 PRINTED 019546 KENTWOOD SPRING WATER 1. INC. 58.65 257775 12/05/2022 PRINTED 039466 KENTWOOD SPRING WATER 48.06 257777 12/05/2022 PRINTED 039466 KENTWOOD SPRING WATER 48.06 257773 12/05/2022 PRINTED 095787 KENDORTH OF MOBILE INC 2,461.05 257773 12/05/2022 PRINTED 095787 KENDORTH OF MOBILE INC 2,461.05 257783 12/05/2022 PRINTED 095787 KENDORTH OF MOBILE INC 2,461.05 257783 12/05/2022 PRINTED 095787 KENDORTH OF MOBILE INC 2,461.05 257783 12/05/2022 PRINTED 186872 LOWE'S CONSTRUCTION, LLC 1,783.00 257783 12/05/2022 PRINTED 186872 LOWE'S CONSTRUCTION, LLC 15,400.00 257788 12/05/2022 PRINTED 186872 LOWE'S CONSTRUCTION, LLC 15,400.00 257788 12/05/2022 PRINTED 186872 LOWE'S CONSTRUCTION 1,500.00 257788 12/05/2022 PRINTED 186873 MARIT MARKETAM | 257267 12/05/2022 PRINTED 099320                                     | INFIRMARY OCCUPATIONAL HE | 818.00                 |                          |
| 257269   12/05/2022 PRINTED 087767 JANI KING OF MOBILE   469.00  | 257268 12/05/2022 PRINTED 175986                                     | JADE CONSULTING LLC       | 4,325.00               |                          |
| 1,594.00   | 25/269 12/05/2022 PRINTED 087767                                     | JANI KING OF MOBILE       | 469.00                 |                          |
| 257272   12/05/2022 PRINTED 109068 JAMES DARIN JONES   78.50   | 25/2/0 12/05/2022 PRINTED 066018                                     | JOHN M WARREN CO          | 1,594.00               |                          |
| 12/57273   12/05/2022 PRINTED 036251 JUSTLER ACE HOME CENTER   68.13   | 257272 12/05/2022 PRINTED 10/92/                                     | JONES WALKER LLP          | 1,321.20               |                          |
| 257774 12/05/2022 PRINTED 188705 KELLEY BROS HARDWARE-ALAB 257275 12/05/2022 PRINTED 030466 KENTWOOD SPRING WATER 257276 12/05/2022 PRINTED 030466 KENTWOOD SPRING WATER 257277 12/05/2022 PRINTED 030466 KENTWOOD SPRING WATER 257278 12/05/2022 PRINTED 095783 CORPORATE BILLING 257278 12/05/2022 PRINTED 095783 CORPORATE BILLING 257278 12/05/2022 PRINTED 158107 KIMBALL MIDWEST 25728 12/05/2022 PRINTED 158107 KIMBALL MIDWEST 25728 12/05/2022 PRINTED 158107 KIMBALL MIDWEST 25728 12/05/2022 PRINTED 10802094 L & K CONSTRUCTION, LLC 25728 12/05/2022 PRINTED 168872 LOWE'S - DAPHNE 25728 12/05/2022 PRINTED 136872 LOWE'S - DAPHNE 25728 12/05/2022 PRINTED 136872 LOWE'S - DAPHNE 25728 12/05/2022 PRINTED 136872 LOWE'S - DAPHNE 25728 12/05/2022 PRINTED 188753 SALLY MORGAN LUDKE 25728 12/05/2022 PRINTED 188396 MAC'S AUTOGLASS LLC 25728 12/05/2022 PRINTED 188396 MAC'S AUTOGLASS LLC 25728 12/05/2022 PRINTED 136872 LOWE'S - POLEY 25728 12/05/2022 PRINTED 136873 KORE'S - POLEY 25729 12/05/2022 PRINTED 136969 MCCRIEFT TIRE CO INC 25729 12/05/2022 PRINTED 108634 MCPHERSON OIL CO 25729 12/05/2022 PRINTED 108634 MCPHERSON OIL CO 100 100 100 100 100 100 100 100 100 10  | 257273 12/05/2022 PRINTED 130000                                     | TURTLEE ACE HOME CENTER   | 76.30<br>68.13         |                          |
| 257275 12/05/2022 PRINTED 001847 KEN'S TRUCK REPAIR, INC. 257277 12/05/2022 PRINTED 039466 KENTWOOD SPRING WATER 48.06 257277 12/05/2022 PRINTED 0395783 KENWORTH OF MOBILE INC 257278 12/05/2022 PRINTED 05783 KENWORTH OF MOBILE INC 257279 12/05/2022 PRINTED 158107 KIMBALL MIDWEST 257280 12/05/2022 PRINTED 068321 KNOX PEST CONTROL 257281 12/05/2022 PRINTED 008381 KNOX PEST CONTROL 257281 12/05/2022 PRINTED 002094 L & K CONSTRUCTION, LLC 257281 12/05/2022 PRINTED 002094 L & K CONSTRUCTION, LLC 257281 12/05/2022 PRINTED 002094 L & K CONSTRUCTION, LLC 257283 12/05/2022 PRINTED 136872 LOWE'S - DAPHNE 257283 12/05/2022 PRINTED 136872 LOWE'S - DAPHNE 257285 12/05/2022 PRINTED 136872 LOWE'S - DAPHNE 257285 12/05/2022 PRINTED 188753 SALLY MORGAN LUDKE 257285 12/05/2022 PRINTED 188753 SALLY MORGAN LUDKE 257286 12/05/2022 PRINTED 188753 SALLY MORGAN LUDKE 257287 12/05/2022 PRINTED 1885396 MAC'S AUTOGLASS LLC 257288 12/05/2022 PRINTED 036513 MARTIN MARIETTA MATERIALS 10.826.72 257288 12/05/2022 PRINTED 036513 MARTIN MARIETTA MATERIALS 10.826.72 257289 12/05/2022 PRINTED 038634 MCPHERSON OIL CO 257290 12/05/2022 PRINTED 098634 MCPHERSON OIL CO 257291 12/05/2022 PRINTED 098634 MCPHERSON OIL CO 257291 12/05/2022 PRINTED 115975 MILLER'S GRAND EVENTS INC 257291 12/05/2022 PRINTED 108417 AUDRA MIZE 75.00 257292 12/05/2022 PRINTED 108417 AUDRA MIZE 75.00 257293 12/05/2022 PRINTED 108417 AUDRA MIZE 75.00 257394 12/05/2022 PRINTED 108417 AUDRA MIZE 75.00 257395 12/05/2022 PRINTED 108417 AUDRA MIZE 75.00 257396 12/05/2022 PRINTED 108417 AUDRA MIZE 257390 12/05/2022 PRINTED 187818 MOBILE ASPALT CO LLC 21.1344.90 257390 12/05/2022 PRINTED 187817 MILLER'S GRAND EVENTS INC 257300 12/05/2022 PRINTED 108417 AUDRA MIZE 257300 12/05/2022 PRINTED 108418 MPINT MISTRIES 257300 12/05/2022 PRINTED 1060098 MORE PROD SALES INC 257300 12/05/2022 PRINTED 166573 NECLE-SCHAFFER  | 257274 12/05/2022 PRINTED 188705                                     | KELLEY BROS HARDWARE-ALAB | 570.00                 |                          |
| 257276 12/05/2022 PRINTED 039466 KENTWOOD SPRING WATER 257277 12/05/2022 PRINTED 095783 CORPORATE BILLING 257278 12/05/2022 PRINTED 105783 CORPORATE BILLING 257281 12/05/2022 PRINTED 158107 KIMBALL MIDWEST 1.78.35 257280 12/05/2022 PRINTED 1681321 KNOX PEST CONTROL 257281 12/05/2022 PRINTED 068321 KNOX PEST CONTROL 257281 12/05/2022 PRINTED 068321 KNOX PEST CONTROL 257281 12/05/2022 PRINTED 181809 LORI G RUFFIN 182.00 257283 12/05/2022 PRINTED 181809 LORI G RUFFIN 182.00 257283 12/05/2022 PRINTED 136872 LOWE'S - DAPHNE 251.75 257284 12/05/2022 PRINTED 136872 LOWE'S - DAPHNE 251.75 257285 12/05/2022 PRINTED 188753 SALLY MORGAN LUDKE 4,69 257285 12/05/2022 PRINTED 188753 SALLY MORGAN LUDKE 4,69 257287 12/05/2022 PRINTED 188596 MAC'S AUTOGLASS LLC 257288 12/05/2022 PRINTED 188596 MAC'S AUTOGLASS LLC 257289 12/05/2022 PRINTED 136874 LOWE'S - DAPHNE 257289 12/05/2022 PRINTED 183996 MAC'S AUTOGLASS LLC 257289 12/05/2022 PRINTED 185996 MARTIN MARIETTA MATERIALS 10,826.72 257289 12/05/2022 PRINTED 185996 MAC'S AUTOGLASS LLC 257290 12/05/2022 PRINTED 193694 MCPHERSON OIL CO 257289 12/05/2022 PRINTED 193694 MCPHERSON OIL CO 257291 12/05/2022 PRINTED 193694 MCPHERSON OIL CO 257291 12/05/2022 PRINTED 193694 MCPHERSON OIL CO 257293 12/05/2022 PRINTED 103914 MCPHERSON OIL CO INC/DBA 257291 12/05/2022 PRINTED 105915 MILLREL'S GRAND EVENTS INC 257291 12/05/2022 PRINTED 105915 MOBBLE ASPHALT CO LLC 257295 12/05/2022 PRINTED 105417 AUDORA MCPLES AUTORA | 257275 12/05/2022 PRINTED 001847                                     | KEN'S TRUCK REPAIR, INC.  | 58.65                  |                          |
| 257277 12/05/2022 PRINTED 095783 KENWORTH OF MOBILE INC 257278 12/05/2022 PRINTED 095783 KENWORTH OF MOBILE INC 257278 12/05/2022 PRINTED 158107 KIMBALL MIDWEST 1.778.35 257280 12/05/2022 PRINTED 068321 KNOX PEST CONTROL 33.00 257281 12/05/2022 PRINTED 068321 KNOX PEST CONTROL 257281 12/05/2022 PRINTED 181809 LORI G RUFFIN 18.200 257283 12/05/2022 PRINTED 131809 LORI G RUFFIN 18.200 257283 12/05/2022 PRINTED 136872 LOWE'S - DAPHNE 251.75 257284 12/05/2022 PRINTED 136872 LOWE'S - DAPHNE 251.75 257284 12/05/2022 PRINTED 136872 LOWE'S - DAPHNE 257285 12/05/2022 PRINTED 188753 SALLY MORGAN LUDKE 4, 69 257287 12/05/2022 PRINTED 188753 SALLY MORGAN LUDKE 4, 69 257287 12/05/2022 PRINTED 188753 SALLY MORGAN LUDKE 257288 12/05/2022 PRINTED 188753 SALLY MORGAN LUDKE 257288 12/05/2022 PRINTED 188596 MAC'S AUTOGLASS LLC 257288 12/05/2022 PRINTED 18596 MCSRIFF TIRE CO INC 257288 12/05/2022 PRINTED 194690 MCGRIFF TIRE CO INC 257289 12/05/2022 PRINTED 194690 MCGRIFF TIRE CO INC 257289 12/05/2022 PRINTED 194690 MCGRIFF TIRE CO INC 257291 12/05/2022 PRINTED 198634 MCPHERSON OIL CO INC/DBA 257292 12/05/2022 PRINTED 198634 MCPHERSON OIL CO INC/DBA 257293 12/05/2022 PRINTED 115975 MILLER'S GRAND EVENTS INC 257294 12/05/2022 PRINTED 115975 MILLER'S GRAND EVENTS INC 257294 12/05/2022 PRINTED 108417 AUDRA MIZE 257295 12/05/2022 PRINTED 108417 AUDRA MIZE 257296 12/05/2022 PRINTED 108417 AUDRA MIZE 257297 12/05/2022 PRINTED 101155 MOMBILE ASPHALT CO LLC 21,134,90 257298 12/05/2022 PRINTED 101155 MOMBILE ASPHALT CO LLC 21,134,90 257300 12/05/2022 PRINTED 101155 MOMBILE ASPHALT CO LLC 21,344,90 257301 12/05/2022 PRINTED 101155 MOMBILE ASPHALT GO LLC 257302 12/05/2022 PRINTED 101155 MOMBILE ASPHALT GO LLC 257303 12/05/2022 PRINTED 101155 MOMBILE ASPHALT GO LLC 257304 12/05/2022 PRINTED 1040638 MOBILE ASPHALT GO LLC 257305 12/05/2022 PRINTED 1040638 MOBILE ASPHALT GO LLC 257306 12/05/2022 PRINTED 104064 NOTH MALDWIN INFIRMARY 26,69 257307 12/05/2022 PRINTED 1040640 MORTH BALDWIN INFIRMARY 26,69 257308 12/05/2022 PRINTED 040026 NORTH BALDWI | 257276 12/05/2022 PRINTED 039466                                     | KENTWOOD SPRING WATER     | 48.06                  |                          |
| 257278 12/05/2022 PRINTED 158107 KIMBALL MIDWEST 1,178.35 257280 12/05/2022 PRINTED 158107 KIMBALL MIDWEST 1,178.35 257281 12/05/2022 PRINTED 068321 KNOX PEST CONTROL 33.00 257281 12/05/2022 PRINTED 181809 LORI G RUFFIN 182.00 257282 12/05/2022 PRINTED 136872 LOWE'S - DAPHNE 251.75 257284 12/05/2022 PRINTED 136872 LOWE'S - DAPHNE 251.75 257284 12/05/2022 PRINTED 136872 LOWE'S - DAPHNE 4.915.21 257285 12/05/2022 PRINTED 188753 SALLY MORGAN LUDKE 4.699 257287 12/05/2022 PRINTED 188753 SALLY MORGAN LUDKE 4.699 257287 12/05/2022 PRINTED 185396 MAC'S AUTOGLASS LLC 2,575.00 257288 12/05/2022 PRINTED 18596 MAC'S AUTOGLASS LLC 2,575.00 257288 12/05/2022 PRINTED 18596 MAC'S AUTOGLASS LLC 2,575.00 257289 12/05/2022 PRINTED 189634 MCPHERSON OIL CO INC/DBA 47.458.78 257291 12/05/2022 PRINTED 098634 MCPHERSON OIL CO INC/DBA 4,509.56 257292 12/05/2022 PRINTED 198975 MILLER'S GRAND EVENTS INC 712.50 257293 12/05/2022 PRINTED 109818 MILCHAEL BAKER INTERNATION 190.28 257293 12/05/2022 PRINTED 109818 MILCHAEL BAKER INTERNATION 190.28 257293 12/05/2022 PRINTED 108417 AUDRA MIZE 75.00 257294 12/05/2022 PRINTED 108417 AUDRA MIZE 75.00 257295 12/05/2022 PRINTED 115975 MILLER'S GRAND EVENTS INC 712.50 257295 12/05/2022 PRINTED 108417 AUDRA MIZE 75.00 257297 12/05/2022 PRINTED 115975 MILLER'S GRAND EVENTS INC 712.50 257299 12/05/2022 PRINTED 108417 AUDRA MIZE 75.00 257299 12/05/2022 PRINTED 108417 AUDRA MIZE 75.00 257299 12/05/2022 PRINTED 108417 AUDRA MIZE 75.00 257299 12/05/2022 PRINTED 101135 MOMAR INC 850.68 257299 12/05/2022 PRINTED 040033 ALABAMA MEDIA GROUP 2,504.42 257299 12/05/2022 PRINTED 101135 MOMAR INC 850.68 257299 12/05/2022 PRINTED 101135 MOMAR INC 850.68 257300 12/05/2022 PRINTED 101135 MOMAR INC 449.56 257300 12/05/2022 PRINTED 101135 MOMAR INC 449.56 257300 12/05/2022 PRINTED 104084 MOYER FORD SALES INC 449.56 257300 12/05/2022 PRINTED 104084 MOYER FORD SALES INC 449.56 257300 12/05/2022 PRINTED 104084 MOYER FORD SALES INC 449.56 257300 12/05/2022 PRINTED 104084 MOYER FORD SALES INC 449.56 257300 12/05/2022 PRINTED  | 257277 12/05/2022 PRINTED 095783                                     | KENWORTH OF MOBILE INC    | 2,461.05               |                          |
| 257278 12/05/2022 PRINTED 188107 KIMBALL MIDWEST 133.00 257281 12/05/2022 PRINTED 068321 KNOX PEST CONTROL 33.00 257282 12/05/2022 PRINTED 181809 LORI G RUFFIN 182.00 257283 12/05/2022 PRINTED 181809 LORI G RUFFIN 182.00 257283 12/05/2022 PRINTED 136872 LOWE'S - DAPHNE 251.75 257284 12/05/2022 PRINTED 136872 LOWE'S - DAPHNE 4,915.21 257285 12/05/2022 PRINTED 188733 SALLY MORGAN LUDKE 4,915.21 257286 12/05/2022 PRINTED 188733 SALLY MORGAN LUDKE 4,69 257287 12/05/2022 PRINTED 188733 SALLY MORGAN LUDKE 4,69 257288 12/05/2022 PRINTED 188733 SALLY MORGAN LUDKE 4,69 257288 12/05/2022 PRINTED 1885396 MARTIN MARIETTA MATERIALS 10,826.72 257288 12/05/2022 PRINTED 186513 MARTIN MARIETTA MATERIALS 10,826.72 257289 12/05/2022 PRINTED 198634 MCPHERSON OIL CO 2,502.48 257291 12/05/2022 PRINTED 198634 MCPHERSON OIL CO 2,502.48 257291 12/05/2022 PRINTED 198634 MCPHERSON OIL CO 2,502.48 257292 12/05/2022 PRINTED 098634 MCPHERSON OIL CO 100.70BA 4,509.56 257292 12/05/2022 PRINTED 098634 MCPHERSON OIL CO 2,502.48 257293 12/05/2022 PRINTED 098634 MCPHERSON OIL CO 100.70BA 4,509.56 257294 12/05/2022 PRINTED 098634 MCPHERSON OIL CO 2,502.48 257293 12/05/2022 PRINTED 098634 MCPHERSON OIL CO 100.70BA 4,509.56 257294 12/05/2022 PRINTED 098634 MCPHERSON OIL CO 2,502.48 257293 12/05/2022 PRINTED 098634 MCPHERSON OIL CO 100.70BA 4,509.56 257295 12/05/2022 PRINTED 098634 MCPHERSON OIL CO 2,502.48 257299 12/05/2022 PRINTED 098634 MOBILE BAY OVERHEAD DOOR 4,664.00 257290 12/05/2022 PRINTED 098634 MOBILE BAY OVERHEAD DOOR 4,664.00 257290 12/05/2022 PRINTED 098634 MOBILE BAY OVERHEAD DOOR 4,664.00 257290 12/05/2022 PRINTED 098634 MOBILE BAY OVERHEAD DOOR 4,664.00 257300 12/05/2022 PRINTED 192596 BEVERLY S MOON 197.00 257302 12/05/2022 PRINTED 098634 MOBILE BAY OVERHEAD DOOR 4,664.00 257302 12/05/2022 PRINTED 098634 MOBILE BAY OVERHEAD DOOR 4,664.00 257302 12/05/2022 PRI | 25/2/8 12/05/2022 PRINTED 095783                                     | CORPORATE BILLING         | 2,682.09               |                          |
| 257281 12/05/2022 PRINTED 002094 L & K CONSTRUCTION, LLC   | 257280 12/05/2022 PRINTED 068221                                     | KIMBALL MIDWEST           | 1,1/8.35               |                          |
| 257283 12/05/2022 PRINTED 13189 LORI G RUFFIN 182.00 257283 12/05/2022 PRINTED 136872 LOWE'S - DAPHNE 251.75 257284 12/05/2022 PRINTED 136872 LOWE'S - DAPHNE 4,915.21 257285 12/05/2022 PRINTED 136872 LOWE'S - DAPHNE 4,915.21 257286 12/05/2022 PRINTED 136873 SALLY MORGAN LUDKE 4,69 257287 12/05/2022 PRINTED 136873 SALLY MORGAN LUDKE 4,69 257288 12/05/2022 PRINTED 036513 MARTIN MARIETTA MATERIALS 10,826.72 257288 12/05/2022 PRINTED 149690 MCGRIFF TIRE CO INC 47,458.78 257290 12/05/2022 PRINTED 136904 MCPHERSON OIL CO INC/DBA 4,509.56 257291 12/05/2022 PRINTED 098634 MCPHERSON OIL CO INC/DBA 4,509.56 257292 12/05/2022 PRINTED 098634 MCPHERSON OIL CO INC/DBA 4,509.56 257293 12/05/2022 PRINTED 098634 MCPHERSON OIL CO INC/DBA 4,509.56 257294 12/05/2022 PRINTED 040589 MOBILE ASPHALT CO LLC 712.50 257294 12/05/2022 PRINTED 040589 MOBILE ASPHALT CO LLC 21,34.90 257296 12/05/2022 PRINTED 040589 MOBILE ASPHALT CO LLC 21,34.90 257296 12/05/2022 PRINTED 050834 MCPHERSON OIL GROUP 2,504.42 257298 12/05/2022 PRINTED 040589 MOBILE ASPHALT CO LLC 21,34.90 257296 12/05/2022 PRINTED 040589 MOBILE ASPHALT CO LLC 21,34.90 257297 12/05/2022 PRINTED 040589 MOBILE ASPHALT CO LLC 21,34.90 257298 12/05/2022 PRINTED 040589 MOBILE ASPHALT CO LLC 21,34.90 257299 12/05/2022 PRINTED 040589 MOBILE ASPHALT CO LLC 21,34.90 257290 12/05/2022 PRINTED 040589 MOBILE ASPHALT CO LLC 21,34.90 257291 12/05/2022 PRINTED 040589 MOBILE ASPHALT CO LLC 21,34.90 257301 12/05/2022 PRINTED 040033 ALABAMA MEDIA GROUP 2,504.42 257298 12/05/2022 PRINTED 040038 MCPHERSON 05000 197.00 257301 12/05/2022 PRINTED 040018 MCPHERSON 05000 197.00 257302 12/05/2022 PRINTED 040018 MCPHERSON 05000 197.00 257302 12/05/2022 PRINTED 040018 MCPHERSON 05000 197.00 257303 12/05/2022 PRINTED 040018 MCPHERSON 05000 197.00 257304 12/05/2022 PRINTED 040018 MCPHERSON 05000 197.00 257305 12/05/2022 PRINTED 040018 MCPHERSON 05000 197.00 257306 12/05/2022 PRINTED 040018 MCPHERSON 050000 197.00 257306 12/05/2022 PRINTED 040018 MCPHERSON 050000 197.00 257306 12/05/2022 PRINTED 0400000 10000 | 257281 12/05/2022 PRINTED 000321                                     | . KNUX PEST CONTROL       | 33.00                  |                          |
| 257788 12/05/7022 PRINTED 136872 LOWE'S - DAPHNE 251.75 257284 12/05/2022 PRINTED 136872 LOWE'S - DAPHNE 4,915.21 257285 12/05/2022 PRINTED 087716 LOWE'S - FOLEY 6,419.15 257286 12/05/2022 PRINTED 188753 SALLY MORGAN LUDKE 4,69 257287 12/05/2022 PRINTED 185369 MAC'S AUTOGLASS LLC 2,575.00 257288 12/05/2022 PRINTED 036513 MARTIN MARIETTA MATERIALS 10,826.72 257289 12/05/2022 PRINTED 149690 MCGRIFF TIRE CO INC 47,458.78 257290 12/05/2022 PRINTED 123094 MCPHERSON OIL CO C 2,502.48 257291 12/05/2022 PRINTED 098634 MCPHERSON OIL CO INC/DBA 4,509.56 257292 12/05/2022 PRINTED 098634 MCPHERSON OIL CO INC/DBA 4,509.56 257292 12/05/2022 PRINTED 115975 MILLER'S GRAND EVENTS INC 712.50 257294 12/05/2022 PRINTED 108417 AUDRA MIZE 75.00 257295 12/05/2022 PRINTED 040589 MOBILE ASPHALT CO LLC 21,134.90 257296 12/05/2022 PRINTED 040589 MOBILE BAY OVERHEAD DOOR 4,664.00 257297 12/05/2022 PRINTED 151781 MOBILE BAY OVERHEAD DOOR 4,664.00 257299 12/05/2022 PRINTED 101135 MOMAR INC 850.68 257299 12/05/2022 PRINTED 101135 MOMAR INC 850.68 257299 12/05/2022 PRINTED 101135 MOMAR INC 850.68 257300 12/05/2022 PRINTED 187849 MOTT MACDONALD CONSULTANT 48,510.14 257301 12/05/2022 PRINTED 187817 MWI ANIMAL HEALTH 1,261.05 257304 12/05/2022 PRINTED 187817 MWI ANIMAL HEALTH 1,261.05 257304 12/05/2022 PRINTED 187817 MWI ANIMAL HEALTH 1,261.05 257305 12/05/2022 PRINTED 165673 NEEL-SCHAFFER INC 26,688.47 257306 12/05/2022 PRINTED 167020 NETH BALDWIN INFIRMARY 26,659.30 257307 12/05/2022 PRINTED 187817 NORTH BALDWIN INFIRMARY 26,659.30  | 257282 12/05/2022 PRINTED 002034                                     | LORT G RUFFIN             | 182 00                 |                          |
| 257284 12/05/2022 PRINTED 136872 LOWE'S - DAPHNE   | 257283 12/05/2022 PRINTED 136872                                     | LOWE'S - DAPHNE           | 251.75                 |                          |
| 257285 12/05/2022 PRINTED 087716 LOWE'S - FOLEY 257286 12/05/2022 PRINTED 18873 SALLY MORGAN LUDKE 257287 12/05/2022 PRINTED 185396 MAC'S AUTOGLASS LLC 257288 12/05/2022 PRINTED 036513 MARTIN MARTETTA MATERIALS 257289 12/05/2022 PRINTED 149690 MCGRIFF TIRE CO INC 257289 12/05/2022 PRINTED 123094 MCPHERSON OIL CO 257291 12/05/2022 PRINTED 123094 MCPHERSON OIL CO 257291 12/05/2022 PRINTED 098634 MCPHERSON OIL CO INC/DBA 257291 12/05/2022 PRINTED 098634 MCPHERSON OIL CO INC/DBA 257292 12/05/2022 PRINTED 01918 MICHAEL BAKER INTERNATION 257293 12/05/2022 PRINTED 115975 MILLER'S GRAND EVENTS INC 257294 12/05/2022 PRINTED 108417 AUDRA MIZE 257295 12/05/2022 PRINTED 040589 MOBILE ASPHALT CO LLC 257295 12/05/2022 PRINTED 040589 MOBILE ASPHALT CO LLC 257297 12/05/2022 PRINTED 04038 HOBBILE BAY OVERHEAD DOOR 257296 12/05/2022 PRINTED 04038 HOBBILE BAY OVERHEAD DOOR 257297 12/05/2022 PRINTED 101135 MOMAR INC 257298 12/05/2022 PRINTED 101135 MOMAR INC 257300 12/05/2022 PRINTED 101135 MOMAR INC 257300 12/05/2022 PRINTED 187849 MOTT MACDONALD CONSULTANT 257301 12/05/2022 PRINTED 187849 MOTT MACDONALD CONSULTANT 257301 12/05/2022 PRINTED 187849 MOTT MACDONALD CONSULTANT 257301 12/05/2022 PRINTED 187819 MOYER FORD SALES INC 257303 12/05/2022 PRINTED 187817 MWI ANIMAL HEALTH 257305 12/05/2022 PRINTED 187817 MWI ANIMAL HEALTH 257306 12/05/2022 PRINTED 187817 MWI ANIMAL HEALTH 257306 12/05/2022 PRINTED 187817 MWI ANIMAL HEALTH 257306 12/05/2022 PRINTED 165673 NEEL-SCHAFFER INC 257306 12/05/2022 PRINTED 167673 NEEL-SCHAFFER INC 257306 12/05/2022 PRINTED 167673 NEEL-SCHAFFER INC 257307 12/05/2022 PRINTED 167673 NEEL-SCHAFFER INC 257307 12/05/2022 PRINTED 167673 NEEL-SCHAFFER INC 257307 12/05/2022 PRINTED 187817 NORTH BALDWIN INFIRMARY 26,659 30 257307 12/05/2022 PRINTED 187817 NORTH BALDWIN INFIRMARY 26,659 30  | 257284 12/05/2022 PRINTED 136872                                     | LOWE'S - DAPHNE           | 4,915.21               |                          |
| 257286 12/05/2022 PRINTED 188753 SALLY MORGAN LUDKE  | 257285 12/05/2022 PRINTED 087716                                     | LOWE'S - FOLEY            | 6,419.15               |                          |
| 257288 12/05/2022 PRINTED 185399 MAC'S AUTOGLASS LLC 257288 12/05/2022 PRINTED 36513 MARTIN MARTEITA MATERIALS 257290 12/05/2022 PRINTED 149690 MCGRIFF TIRE CO INC 257288 12/05/2022 PRINTED 123094 MCPHERSON OIL CO 257291 12/05/2022 PRINTED 123094 MCPHERSON OIL CO 257291 12/05/2022 PRINTED 098634 MCPHERSON OIL CO INC/DBA 257291 12/05/2022 PRINTED 001918 MICHAEL BAKER INTERNATION 190 .28 257293 12/05/2022 PRINTED 115975 MILLER'S GRAND EVENTS INC 257294 12/05/2022 PRINTED 108417 AUDRA MIZE 257295 12/05/2022 PRINTED 040589 MOBILE ASPHALT CO LLC 257295 12/05/2022 PRINTED 040589 MOBILE ASPHALT CO LLC 257296 12/05/2022 PRINTED 040589 MOBILE ASPHALT CO LLC 257297 12/05/2022 PRINTED 040033 ALABAMA MEDIA GROUP 257297 12/05/2022 PRINTED 1151781 MOBILE BAY OVERHEAD DOOR 257298 12/05/2022 PRINTED 101135 MOMAR INC 850 .68 257299 12/05/2022 PRINTED 101135 MOMAR INC 850 .68 257299 12/05/2022 PRINTED 187849 MOTT MACDONALD CONSULTANT 48,510 .14 257301 12/05/2022 PRINTED 0404381 MPH INDUSTRIES 33,660 .00 257302 12/05/2022 PRINTED 187817 MWI ANIMAL HEALTH 1,261 .05 257304 12/05/2022 PRINTED 187817 MWI ANIMAL HEALTH 1,261 .05 257305 12/05/2022 PRINTED 165673 NEEL-SCHAFFER INC 26,088 .47 257306 12/05/2022 PRINTED 1040424 NATIONAL ASSN OF COUNTIES 257307 12/05/2022 PRINTED 1040624 NATIONAL ASSN OF COUNTIES 257307 12/05/2022 PRINTED 105673 NEEL-SCHAFFER INC 26,088 .47 257306 12/05/2022 PRINTED 1040026 NORTH BALDWIN MACHINE 257307 12/05/2022 PRINTED 10507 NEEL-SCHAFFER INC 26,698 .47 257307 12/05/2022 PRINTED 10507 NEEL-SCHAFFER INC 26,698 .47 257306 12/05/2022 PRINTED 10507 NEEL-SCHAFFER INC 26,698 .47 257307 12/05/2022 PRINTED 10507 NEEL-SCHAFFER INC 26,698 .47 257306 12/05/2022 PRINTED 10507 NEEL-SCHAFFER INC 26,698 .30 257307 12/05/2022 PRINTED 10507 NEEL-SCHAFFER INC 26,698 .47 257306 12/05/2022 PRINTED 10507 NEEL-SCHAFFER INC 26,698 .47  | 25/286 12/05/2022 PRINTED 188753                                     | SALLY MORGAN LUDKE        | 4.69                   |                          |
| 257289 12/05/2022 PRINTED 149690 MCGRIFF TIRE CO INC 47,458.78 257290 12/05/2022 PRINTED 123094 MCPHERSON OIL CO 2,502.48 257291 12/05/2022 PRINTED 098634 MCPHERSON OIL CO INC/DBA 4,509.56 257292 12/05/2022 PRINTED 001918 MICHAEL BAKER INTERNATION 190.28 257293 12/05/2022 PRINTED 115975 MILLER'S GRAND EVENTS INC 712.50 257294 12/05/2022 PRINTED 108417 AUDRA MIZE 75.00 257295 12/05/2022 PRINTED 108417 AUDRA MIZE 75.00 257296 12/05/2022 PRINTED 040589 MOBILE ASPHALT CO LLC 21,134.90 257296 12/05/2022 PRINTED 040589 MOBILE BAY OVERHEAD DOOR 4,664.00 257297 12/05/2022 PRINTED 04033 ALABAMA MEDIA GROUP 2,504.42 257298 12/05/2022 PRINTED 040033 ALABAMA MEDIA GROUP 2,504.42 257298 12/05/2022 PRINTED 1135 MOMAR INC 850.68 257299 12/05/2022 PRINTED 192596 BEVERLY S MOON 197.00 257300 12/05/2022 PRINTED 187849 MOTT MACDONALD CONSULTANT 48,510.14 257301 12/05/2022 PRINTED 040019 MOYER FORD SALES INC 449.56 257302 12/05/2022 PRINTED 049381 MPH INDUSTRIES 33,660.00 257303 12/05/2022 PRINTED 187817 MWI ANIMAL HEALTH 1,261.05 257304 12/05/2022 PRINTED 187817 MWI ANIMAL HEALTH 1,261.05 257305 12/05/2022 PRINTED 040424 NATIONAL ASSN OF COUNTIES 2,2972.00 257307 12/05/2022 PRINTED 040044 NATIONAL ASSN OF COUNTIES 2,57306 12/05/2022 PRINTED 040424 NATIONAL ASSN OF  | 25/28/ 12/05/2022 PRINTED 185396                                     | MAC'S AUTOGLASS LLC       | 2,575.00               |                          |
| 257290 12/05/2022 PRINTED 123094 MCPHERSON OIL CO  | 257289 12/05/2022 PRINTED 050515                                     | MAKIIN MAKIEIIA MAIEKIALS | 10,826.72              |                          |
| 257291 12/05/2022 PRINTED 098634 MCPHERSON OIL CO INC/DBA 4,509.56 257292 12/05/2022 PRINTED 01918 MICHAEL BAKER INTERNATION 190.28 257293 12/05/2022 PRINTED 115975 MILLER'S GRAND EVENTS INC 712.50 257294 12/05/2022 PRINTED 108417 AUDRA MIZE 75.00 257295 12/05/2022 PRINTED 040589 MOBILE ASPHALT CO LLC 21,134.90 257296 12/05/2022 PRINTED 040589 MOBILE BAY OVERHEAD DOOR 4,664.00 257297 12/05/2022 PRINTED 040033 ALABAMA MEDIA GROUP 2,504.42 257298 12/05/2022 PRINTED 101135 MOMAR INC 850.68 257299 12/05/2022 PRINTED 102596 BEVERLY S MOON 197.00 257300 12/05/2022 PRINTED 187849 MOTT MACDONALD CONSULTANT 48,510.14 257301 12/05/2022 PRINTED 040019 MOYER FORD SALES INC 449.56 257302 12/05/2022 PRINTED 040019 MOYER FORD SALES INC 449.56 257303 12/05/2022 PRINTED 040381 MPH INDUSTRIES 33,660.00 257303 12/05/2022 PRINTED 04024 NATIONAL ASSN OF COUNTIES 2,972.00 257305 12/05/2022 PRINTED 165673 NEEL-SCHAFFER INC 26,088.47 257306 12/05/2022 PRINTED 040026 NORTH BALDWIN INFIRMARY 26,659.30 257307 12/05/2022 PRINTED 040026 NORTH BALDWIN INFIRMARY 26,659.30 257307 12/05/2022 PRINTED 138157 NORTH BALDWIN MACHINE   | 257290 12/05/2022 PRINTED 123094                                     | MCPHERSON OTL CO          | 2 502 48               |                          |
| 257292 12/05/2022 PRINTED 001918 MICHAEL BAKER INTERNATION 190.28 257293 12/05/2022 PRINTED 115975 MILLER'S GRAND EVENTS INC 712.50 257294 12/05/2022 PRINTED 108417 AUDRA MIZE 75.00 257295 12/05/2022 PRINTED 040589 MOBILE ASPHALT CO LLC 21,134.90 257296 12/05/2022 PRINTED 151781 MOBILE BAY OVERHEAD DOOR 4,664.00 257297 12/05/2022 PRINTED 040033 ALABAMA MEDIA GROUP 2,504.42 257298 12/05/2022 PRINTED 101135 MOMAR INC 850.68 257299 12/05/2022 PRINTED 192596 BEVERLY S MOON 197.00 257300 12/05/2022 PRINTED 187849 MOTT MACDONALD CONSULTANT 48,510.14 257301 12/05/2022 PRINTED 040019 MOYER FORD SALES INC 449.56 257302 12/05/2022 PRINTED 0409381 MPH INDUSTRIES 33,660.00 257303 12/05/2022 PRINTED 187817 MWI ANIMAL HEALTH 1,261.05 257304 12/05/2022 PRINTED 040424 NATIONAL ASSN OF COUNTIES 2,972.00 257305 12/05/2022 PRINTED 165673 NEEL-SCHAFFER INC 26,088.47 257306 12/05/2022 PRINTED 138157 NORTH BALDWIN INFIRMARY 26,659.30 257307 12/05/2022 PRINTED 138157 NORTH BALDWIN INFIRMARY 26,659.30   | 257291 12/05/2022 PRINTED 098634                                     | MCPHERSON OTL CO TNC/DBA  | 4,509,56               |                          |
| 257293 12/05/2022 PRINTED 115975 MILLER'S GRAND EVENTS INC 257294 12/05/2022 PRINTED 108417 AUDRA MIZE 75.00 257295 12/05/2022 PRINTED 040589 MOBILE ASPHALT CO LLC 257296 12/05/2022 PRINTED 151781 MOBILE BAY OVERHEAD DOOR 257297 12/05/2022 PRINTED 040033 ALABAMA MEDIA GROUP 257298 12/05/2022 PRINTED 101135 MOMAR INC 257299 12/05/2022 PRINTED 101135 MOMAR INC 257299 12/05/2022 PRINTED 192596 BEVERLY S MOON 257300 12/05/2022 PRINTED 187849 MOTT MACDONALD CONSULTANT 257301 12/05/2022 PRINTED 040019 MOYER FORD SALES INC 257302 12/05/2022 PRINTED 040019 MOYER FORD SALES INC 257303 12/05/2022 PRINTED 187817 MANIMAL HEALTH 257304 12/05/2022 PRINTED 187817 MAINMAL HEALTH 257305 12/05/2022 PRINTED 040424 NATIONAL ASSN OF COUNTIES 257306 12/05/2022 PRINTED 165673 NEEL-SCHAFFER INC 257306 12/05/2022 PRINTED 183157 NORTH BALDWIN INFIRMARY 257307 12/05/2022 PRINTED 133157 NORTH BALDWIN INFIRMARY 257307 12/05/2022 PRINTED 133157 NORTH BALDWIN MACHINE 484 65  | 257292 12/05/2022 PRINTED 001918                                     | MICHAEL BAKER INTERNATION | 190.28                 |                          |
| 257294 12/05/2022 PRINTED 108417 AUDRA MIZE 75.00 257295 12/05/2022 PRINTED 040589 MOBILE ASPHALT CO LLC 21,134.90 257296 12/05/2022 PRINTED 151781 MOBILE BAY OVERHEAD DOOR 4,664.00 257297 12/05/2022 PRINTED 040033 ALABAMA MEDIA GROUP 2,504.42 257298 12/05/2022 PRINTED 101135 MOMAR INC 850.68 257299 12/05/2022 PRINTED 192596 BEVERLY S MOON 197.00 257300 12/05/2022 PRINTED 187849 MOTT MACDONALD CONSULTANT 48,510.14 257301 12/05/2022 PRINTED 040019 MOYER FORD SALES INC 449.56 257302 12/05/2022 PRINTED 049381 MPH INDUSTRIES 33,660.00 257303 12/05/2022 PRINTED 187817 MWI ANIMAL HEALTH 1,261.05 257304 12/05/2022 PRINTED 040424 NATIONAL ASSN OF COUNTIES 2,972.00 257305 12/05/2022 PRINTED 165673 NEEL-SCHAFFER INC 26,088.47 257306 12/05/2022 PRINTED 040026 NORTH BALDWIN INFIRMARY 26,659.30 257307 12/05/2022 PRINTED 138157 NORTH BALDWIN MACHINE 486.5  | 257293 12/05/2022 PRINTED 115975                                     | MILLER'S GRAND EVENTS INC | 712.50                 |                          |
| 257296 12/05/2022 PRINTED 040589 MOBILE ASPHALT CO LLC 257296 12/05/2022 PRINTED 151781 MOBILE BAY OVERHEAD DOOR 257297 12/05/2022 PRINTED 040033 ALABAMA MEDIA GROUP 257298 12/05/2022 PRINTED 101135 MOMAR INC 257299 12/05/2022 PRINTED 192596 BEVERLY S MOON 257300 12/05/2022 PRINTED 187849 MOTT MACDONALD CONSULTANT 257301 12/05/2022 PRINTED 040019 MOYER FORD SALES INC 257302 12/05/2022 PRINTED 049381 MPH INDUSTRIES 257303 12/05/2022 PRINTED 049381 MPH INDUSTRIES 257304 12/05/2022 PRINTED 187817 MWI ANIMAL HEALTH 257304 12/05/2022 PRINTED 040424 NATIONAL ASSN OF COUNTIES 257305 12/05/2022 PRINTED 165673 NEEL-SCHAFFER INC 257306 12/05/2022 PRINTED 165673 NEEL-SCHAFFER INC 257307 12/05/2022 PRINTED 138157 NORTH BALDWIN INFIRMARY 257307 12/05/2022 PRINTED 138157 NORTH BALDWIN MACHINE  | 257294 12/05/2022 PRINTED 108417                                     | AUDRA MIZE                | 75.00                  |                          |
| 257297 12/05/2022 PRINTED 131/81 MOBILE BAY OVERHEAD DOOR 4,664.00 257297 12/05/2022 PRINTED 040033 ALABAMA MEDIA GROUP 2,504.42 257298 12/05/2022 PRINTED 192596 BEVERLY S MOON 197.00 257300 12/05/2022 PRINTED 187849 MOTT MACDONALD CONSULTANT 48,510.14 257301 12/05/2022 PRINTED 040019 MOYER FORD SALES INC 449.56 257302 12/05/2022 PRINTED 049381 MPH INDUSTRIES 33,660.00 257303 12/05/2022 PRINTED 187817 MWI ANIMAL HEALTH 1,261.05 257304 12/05/2022 PRINTED 040424 NATIONAL ASSN OF COUNTIES 2,972.00 257305 12/05/2022 PRINTED 165673 NEEL-SCHAFFER INC 26,088.47 257306 12/05/2022 PRINTED 040026 NORTH BALDWIN INFIRMARY 26,659.30 257307 12/05/2022 PRINTED 138157 NORTH BALDWIN MACHINE 486.55  | 25/295 12/05/2022 PRINTED 040589                                     | MOBILE ASPHALT CO LLC     | 21,134.90              | ×                        |
| 257298 12/05/2022 PRINTED 101135 MOMAR INC 257299 12/05/2022 PRINTED 192596 BEVERLY S MOON 257300 12/05/2022 PRINTED 187849 MOTT MACDONALD CONSULTANT 257301 12/05/2022 PRINTED 040019 MOYER FORD SALES INC 257302 12/05/2022 PRINTED 049381 MPH INDUSTRIES 257303 12/05/2022 PRINTED 187817 MWI ANIMAL HEALTH 257304 12/05/2022 PRINTED 187817 MWI ANIMAL HEALTH 257305 12/05/2022 PRINTED 040424 NATIONAL ASSN OF COUNTIES 257306 12/05/2022 PRINTED 165673 NEEL-SCHAFFER INC 257306 12/05/2022 PRINTED 040026 NORTH BALDWIN INFIRMARY 257307 12/05/2022 PRINTED 138157 NORTH BALDWIN MACHINE 48,510.14 48,510.14 257306 12/05/2022 PRINTED 049381 MPH INDUSTRIANARY 26,688.47 257307 12/05/2022 PRINTED 138157 NORTH BALDWIN MACHINE  | 257290 12/05/2022 PRINTED 151/01<br>257297 12/05/2022 PRINTED 040033 | ALABAMA MEDIA CROUD       | 4,664.00               |                          |
| 257299 12/05/2022 PRINTED 192596 BEVERLY S MOON 197.00 257300 12/05/2022 PRINTED 187849 MOTT MACDONALD CONSULTANT 48,510.14 257301 12/05/2022 PRINTED 040019 MOYER FORD SALES INC 449.56 257302 12/05/2022 PRINTED 049381 MPH INDUSTRIES 33,660.00 257303 12/05/2022 PRINTED 187817 MWI ANIMAL HEALTH 1,261.05 257304 12/05/2022 PRINTED 040424 NATIONAL ASSN OF COUNTIES 2,972.00 257305 12/05/2022 PRINTED 165673 NEEL-SCHAFFER INC 26,088.47 257306 12/05/2022 PRINTED 040026 NORTH BALDWIN INFIRMARY 26,659.30 257307 12/05/2022 PRINTED 138157 NORTH BALDWIN MACHINE 486.5  | 257298 12/05/2022 PRINTED 040033                                     | MOMAR THE                 | 2,304.42               |                          |
| 257300 12/05/2022 PRINTED 187849 MOTT MACDONALD CONSULTANT 257301 12/05/2022 PRINTED 040019 MOYER FORD SALES INC 257302 12/05/2022 PRINTED 049381 MPH INDUSTRIES 33,660.00 257303 12/05/2022 PRINTED 187817 MWI ANIMAL HEALTH 1,261.05 257304 12/05/2022 PRINTED 040424 NATIONAL ASSN OF COUNTIES 257305 12/05/2022 PRINTED 165673 NEEL-SCHAFFER INC 257306 12/05/2022 PRINTED 040026 NORTH BALDWIN MACHINE 257307 12/05/2022 PRINTED 138157 NORTH BALDWIN MACHINE 48,510.14 449.56 23,660.00 2,972.00 2,972.00 2,972.00 26,088.47 257307 12/05/2022 PRINTED 138157 NORTH BALDWIN MACHINE 484.65   | 257299 12/05/2022 PRINTED 192596                                     | BEVERLY S MOON            | 197.00                 |                          |
| 257301 12/05/2022 PRINTED 040019 MOYER FORD SALES INC 257302 12/05/2022 PRINTED 049381 MPH INDUSTRIES 33,660.00 257303 12/05/2022 PRINTED 187817 MWI ANIMAL HEALTH 1,261.05 257304 12/05/2022 PRINTED 040424 NATIONAL ASSN OF COUNTIES 257305 12/05/2022 PRINTED 165673 NEEL-SCHAFFER INC 257306 12/05/2022 PRINTED 040026 NORTH BALDWIN INFIRMARY 257307 12/05/2022 PRINTED 138157 NORTH BALDWIN MACHINE 484 65   | 257300 12/05/2022 PRINTED 187849                                     | MOTT MACDONALD CONSULTANT | 48,510.14              |                          |
| 25/302 12/05/2022 PRINTED 049381 MPH INDUSTRIES 257303 12/05/2022 PRINTED 187817 MWI ANIMAL HEALTH 257304 12/05/2022 PRINTED 040424 NATIONAL ASSN OF COUNTIES 257305 12/05/2022 PRINTED 165673 NEEL-SCHAFFER INC 257306 12/05/2022 PRINTED 040026 NORTH BALDWIN INFIRMARY 257307 12/05/2022 PRINTED 138157 NORTH BALDWIN MACHINE   | 257301 12/05/2022 PRINTED 040019                                     | MOYER FORD SALES INC      | 449.56                 |                          |
| 257304 12/05/2022 PRINTED 18/81/ MWI ANIMAL HEALTH 257304 12/05/2022 PRINTED 040424 NATIONAL ASSN OF COUNTIES 257305 12/05/2022 PRINTED 165673 NEEL-SCHAFFER INC 257306 12/05/2022 PRINTED 040026 NORTH BALDWIN INFIRMARY 257307 12/05/2022 PRINTED 138157 NORTH BALDWIN MACHINE 484 65  | 25/302 12/05/2022 PRINTED 049381                                     | MPH INDUSTRIES            | 33,660.00              |                          |
| 257305 12/05/2022 PRINTED 165673 NEEL-SCHAFFER INC 26,088.47 257306 12/05/2022 PRINTED 040026 NORTH BALDWIN INFIRMARY 26,659.30 257307 12/05/2022 PRINTED 138157 NORTH BALDWIN MACHINE 484.65  | 25/303 12/05/2022 PRINTED 187817                                     | MWI ANIMAL HEALTH         | 1,261.05               |                          |
| 257306 12/05/2022 PRINTED 040026 NORTH BALDWIN INFIRMARY 26,659.30 257307 12/05/2022 PRINTED 138157 NORTH BALDWIN MACHINE 484.65   | 257305 12/05/2022 PRINTED 165673                                     | NATIONAL ASSN OF COUNTIES | 2,9/2.00<br>26.089.47  |                          |
| 257307 12/05/2022 PRINTED 138157 NORTH BALDWIN MACHINE 484 65  | 257306 12/05/2022 PRINTED 040026                                     | NORTH RAIDWIN INC         | 20,000.47<br>26 659 30 |                          |
|  | 257307 12/05/2022 PRINTED 138157                                     | NORTH BALDWIN MACHINE     | 484.65                 |                          |
| 257308 12/05/2022 PRINTED 002230 NOVUS GLASS BALDWIN 355.00  | 257308 12/05/2022 PRINTED 002230                                     | NOVUS GLASS BALDWIN       | 355.00                 |                          |



### **AP CHECK RECONCILIATION REGISTER**

FOR CASH ACCOUNT: 999

10010

FOR: Uncleared

| CHECK # CHECK DATE TYPE VEND                                     | OR NAME  77 O'REILLY AUTO PARTS 74 O'REILLY AUTO PARTS 75 O'REILLY AUTO PARTS 76 O'REILLY AUTO PARTS 77 O'REILLY AUTO PARTS 78 O'REILLY AUTO PARTS 79 O'REILLY AUTO PARTS 79 O'REILLY AUTO PARTS 70 O'REILLY AUTO PARTS 71 O'REILLY AUTO PARTS 71 O'REILLY AUTO PARTS 72 O'REILLY AUTO PARTS 73 O'REILLY AUTO PARTS 74 O'REILLY AUTO PARTS 75 O'REILLY AUTO PARTS 76 O'REILLY AUTO PARTS 77 O'REILLY AUTO PARTS 78 O'REILLY AUTO PARTS 78 O'REILLY AUTO PARTS 79 O'REILLY AUTO PARTS 70 O'REILLY AUTO PARTS 70 O'REILLY AUTO PARTS 70 O'REILLY AUTO PARTS 71 O'REILLY AUTO PARTS 72 O'REILLY AUTO PARTS 73 O'REILLY AUTO PARTS 74 O'REILLY AUTO PARTS 75 O'REILLY AUTO PARTS 76 O'REILLY AUTO PARTS 77 O'REILLY AUTO PARTS 78 PAOLINE SERVICES INC 79 PETROLEUM TRADERS CORPORA 79 JACOB K PIERCE 75 PINE GROVE VFD 75 PINE GROVE VFD 75 PINE GROVE VFD 75 PRODISEE PANTRY 75 PROPOLISE PANTRY 75 PROPOLISE PANTRY 75 READY MIX USA LLC 76 PRODISE PANTRY 75 READY MIX USA LLC 76 REPUBLIC SERVICES #986 75 CRYSTAL RICE | UNCLEARED             | CLEARED BATCH CLEAR DATE |
|--|---|-----------------------|--------------------------|
| 257200 12 /05 /2022  |   |                       |                          |
| 25/309 12/05/2022 PRINTED 1268<br>257310 12/05/2022 PRINTED 1819 | // O'REILLY AUTO PARTS 74 O'RETLLY AUTO PARTS   | 295.24<br>2.042.74    |                          |
| 257311 12/05/2022 PRINTED 0430                                   | 03 OEC  | 194.04                |                          |
| 257312 12/05/2022 PRINTED 0430                                   | 12 OFFICE OF PROSECUTION SER  | 429.22                |                          |
| 257313 12/05/2022 PRINTED 9999                                   | 90 AIDA SHELTON   | 119.25                |                          |
| 25/314 12/05/2022 PRINTED 9999                                   | 90 AMANDA USJAK   | 16.00                 |                          |
| 257316 12/05/2022 PRINTED 9999                                   | 90 REN MAVETELD   | 160.00                |                          |
| 257317 12/05/2022 PRINTED 9999                                   | 90 BEVERLY FOREMAN  | 32.00                 |                          |
| 257318 12/05/2022 PRINTED 9999                                   | 90 BON SECOUR FISHERIES   | 23.40                 |                          |
| 257319 12/05/2022 PRINTED 9999                                   | 90 BRIAN COLLINSWORTH   | 42.00                 |                          |
| 25/320 12/05/2022 PRINTED 9999                                   | 90 BROOKE THRASHER  | 64.00                 |                          |
| 25/321 12/05/2022 PRINTED 9995                                   | 90 CHARLES SCHROEDER  | 192.00                |                          |
| 257323 12/05/2022 PRINTED 9999                                   | 90 TAN MARTIN   | 90.00                 |                          |
| 257324 12/05/2022 PRINTED 9999                                   | 90 JOSH & MONICA ROBINSON   | 16.00                 |                          |
| 257325 12/05/2022 PRINTED 9999                                   | 90 JOY SHIND  | 798.49                |                          |
| 257326 12/05/2022 PRINTED 9999                                   | 90 KENNY WALL   | 20.00                 |                          |
| 25/32/ 12/05/2022 PRINTED 9999                                   | 90 KENYEN BROWN   | 16.00                 |                          |
| 257320 12/U5/2U22 PRINTED 9995                                   | 90 MANAY BHOCAL   | 21.00<br>16.00        |                          |
| 257330 12/05/2022 PRINTED 9999                                   | 90 MARY ANNE SUPTC  | 37.00                 |                          |
| 257331 12/05/2022 PRINTED 9999                                   | 90 PAMELA SCOGGINS  | 20.00                 |                          |
| 257332 12/05/2022 PRINTED 9999                                   | 90 PATRICIA NEWTON  | 16.00                 |                          |
| 257333 12/05/2022 PRINTED 9999                                   | 90 QUALITY TECHNICAL CONSULT  | 261.16                |                          |
| 25/334 12/05/2022 PRINTED 9999                                   | 90 RONALD DOWDY   | 16.00                 |                          |
| 257336 12/05/2022 PRINTED 9995                                   | 90 SIEVE SNIDEK   | 90.00<br>478.01       |                          |
| 257337 12/05/2022 PRINTED 9999                                   | 90 THERESA GRICE  | 476.91<br>612.00      |                          |
| 257338 12/05/2022 PRINTED 9999                                   | 90 TOWN OF MOUNT VERNON   | 49.40                 |                          |
| 257339 12/05/2022 PRINTED 9999                                   | 90 WAVY WONDERS   | 50.06                 |                          |
| 257340 12/05/2022 PRINTED 9999                                   | 90 WEST BEACH STR LLC   | 50.00                 |                          |
| 25/341 12/05/2022 PRINTED 1747                                   | 13 PAM'S EMBROIDERY & SEWING  | 387.00                |                          |
| 257342 12/05/2022 PRINTED 002                                    | 35 DARTSH TRACTOR COMPANY   | 46,840.00             |                          |
| 257344 12/05/2022 PRINTED 0020                                   | 71 SAMULYN PARKER   | 1,310.41              |                          |
| 257345 12/05/2022 PRINTED 1400                                   | 89 PASTPERFECT SOFTWARE   | 380.00                |                          |
| 257346 12/05/2022 PRINTED 1212                                   | 16 PEREGRINE SERVICES INC   | 15,980.64             |                          |
| 257347 12/05/2022 PRINTED 1809                                   | 99 PETROLEUM TRADERS CORPORA  | 59,414.89             |                          |
| 25/348 12/05/2022 PRINTED 1889                                   | 109 JACOB K PIERCE  | 185.00                |                          |
| 257350 12/05/2022 PRINTED 0460                                   | 184 DOWED SYSTEMS OF MS   | 2,890.91              |                          |
| 257351 12/05/2022 PRINTED 1849                                   | 144 PRECISION SAND PRODUCTS.  | 5,123.00              |                          |
| 257352 12/05/2022 PRINTED 0482                                   | 58 PRO-CHEM INC   | 1.496.12              |                          |
| 257353 12/05/2022 PRINTED 1921                                   | .50 PRODISEE PANTRY   | 650.00                |                          |
| 257354 12/05/2022 PRINTED 1863                                   | 26 QCHC INC   | 102,943.81            |                          |
| 25/355 12/05/2022 PRINTED 1919                                   | 14/ QUADIENT LEASING USA, INC   | 2,280.87              |                          |
| 237330 12/03/2022 PKINTED 097.                                   | 33 KACINE S FEED GAKDEN & SU  | 1,045.50<br>15 730 00 |                          |
| 257358 12/05/2022 PRINTED 1834                                   | 07 READY MIX USA LLC  | 13,730.00<br>565 00   |                          |
| 257359 12/05/2022 PRINTED 1836                                   | 49 REPUBLIC SERVICES #986   | 1,621.00              |                          |
| 257360 12/05/2022 PRINTED 1818                                   | 91 CRYSTAL RICE   | 197.00                |                          |



### AP CHECK RECONCILIATION REGISTER

| 257361 12/05/2022 PRINTED 051009 12/05/2022 PRINTED 051043 12/05/2022 PRINTED 051043 12/05/2022 PRINTED 051043 12/05/2022 PRINTED 051040 12/05/2022 PRINTED 051040 12/05/2022 PRINTED 051029 12/05/2022 PRINTED 051029 12/05/2022 PRINTED 051029 12/05/2022 PRINTED 11/05/2022 PRINTED 0540437 12/05/2022 PRINTED 0540437 12/05/2022 PRINTED 0540437 12/05/2022 PRINTED 054043 12/05/2022 PRINTED 054043 12/05/2022 PRINTED 054043 12/05/2022 PRINTED 054043 12/05/2022 PRINTED 054083 12/05/2022 PRINTED 054083 12/05/2022 PRINTED 15/05/2022 PRINTED 054083 12/05/2022 PRINTED 054083 12/05/2022 PRINTED 054083 12/05/2022 PRINTED 054083 12/05/2022 PRINTED 066835 12/05/2022 PRINTED 066835 12/05/2022 PRINTED 066835 12/05/2022 PRINTED 001912 12/05/2022 PRINTED 001911 12/05/2022 PRINTED 001912 12/05/2022 | NAME                      | UNCLEARED             | CLEARED BATCH CLEAR DATE |
|---|---------------------------|-----------------------|--------------------------|
| 257261 12/05/2022 PRINTED 051000 r  | DODEDTSDALE AUTO DARTS TH | 2 082 00              |                          |
| 257362 12/03/2022 PRINTED 051009 N  | ROBERTSDALE AUTO PARTS IN | 2,963.90<br>168.36    |                          |
| 257363 12/05/2022 PRINTED 051045 I  | ROBERTSDALE FEED STOKE    | 1 013 82              |                          |
| 257364 12/05/2022 PRINTED 051029 F  | ROBERTSON INSURANCE AGENC | 1,500.00              |                          |
| 257365 12/05/2022 PRINTED 114420  | INTERSTATE BILLING SERVIC | 1,958.26              |                          |
| 257366 12/05/2022 PRINTED 002236 S  | SAFE HARBOR ANIMAL COALIT | 539.00                |                          |
| 257367 12/05/2022 PRINTED 142404 9  | SCS FIELD SERVICES        | 2,140.00              |                          |
| 25/368 12/05/2022 PRINTED 181/8/ 9  | SHARP ELECTRONICS CORPORA | 2,481.45              |                          |
| 257370 12/05/2022 PRINTED 136207 (  | SHARPS MD OF ALABAMA      | /50.00<br>//0.00      |                          |
| 257370 12/05/2022 FRINTED 130207 3  | SHORELTHE ENVIRONMENTAL T | 90.00                 |                          |
| 257372 12/05/2022 PRINTED 064733  | JODIE SMITH               | 31.75                 |                          |
| 257373 12/05/2022 PRINTED 123300 S  | SOFTWARE HOUSE INT dba SH | 636.992.86            |                          |
| 257374 12/05/2022 PRINTED 000510 S  | SOLID WASTE FUND          | 103,536.40            |                          |
| 257375 12/05/2022 PRINTED 054037 S  | SOUTH ALABAMA REGIONAL    | 47,003.14             |                          |
| 257376 12/05/2022 PRINTED 054083 9  | SOUTH ALABAMA REGIONAL PL | 801.51                |                          |
| 25/3// 12/05/2022 PRINIED 1/0536 S  | SOUTHDATA INC             | 107.87                |                          |
| 25/3/0 12/U3/2U22 PRINTED U00033 3  | SOUTHERN FIRE & SAFETY IN | 150.00                |                          |
| 257380 12/05/2022 PRINTED 190650 9  | SOUTHERN TIPE & SUPPLI    | 2 680 86              |                          |
| 257381 12/05/2022 PRINTED 001836  | LYNETTE M SPALLER         | 3.433.34              |                          |
| 257382 12/05/2022 PRINTED 001912  | SPARTAN SERVICES GRO      | 340.00                |                          |
| 257383 12/05/2022 PRINTED 002040 :  | SPRINGHILL TINTING        | 250.00                |                          |
| 257384 12/05/2022 PRINTED 185594  | STAPLES CONTRACT & COMMER | 21,851.31             |                          |
| 25/385 12/05/2022 PRINTED 133938 9  | STATE OF ALABAMA DEPT OF  | 75.00                 |                          |
| 25/380 12/U5/2U22 PRINTED 14/125 1  | STOCKION EQUIPMENT CO     | 134.00                |                          |
| 257388 12/05/2022 PRINTED 003091 1  | KENNETH STRONG            | 29,632.23             |                          |
| 257389 12/05/2022 PRINTED 070471  | SUMMIT LANDSCAPE SUPPLY   | 6.978.50              |                          |
| 257390 12/05/2022 PRINTED 182059  | SUNSOUTH LLC              | 4,318.74              |                          |
| 257391 12/05/2022 PRINTED 162616  | SWEAT TIRE - BAY MINETTE  | 343.21                |                          |
| 257392 12/05/2022 PRINTED 054042  | SWEAT TIRE - ROBERTSDALE  | 3,402.39              |                          |
| 25/393 12/05/2022 PRINTED 186451 1  | SYMBOL HEALTH SOLUTIONS L | 167,185.51            |                          |
| 25/394 12/05/2022 PRINTED 133008 -  | THE PRINT SHUP            | 3,2/3./3<br>7,570,00  |                          |
| 257396 12/05/2022 PRINTED 123906  | THOMPSON TRACTOR CO       | 7,370.00<br>26 401 47 |                          |
| 257397 12/05/2022 PRINTED 057327  | TONY'S TOWING INC         | 1.744.00              |                          |
| 257398 12/05/2022 PRINTED 188839  | TOWER EQUITIES LLC        | 3,000.00              |                          |
| 257399 12/05/2022 PRINTED 057038  | TRACTOR & EQUIPMENT - MOB | 878.21                |                          |
| 257400 12/05/2022 PRINTED 138958  | TRAVIS PAUL MD PC         | 9,761.00              |                          |
| 25/401 12/05/2022 PRINTED 002111 3  | TRUIST BANK               | 106.50                |                          |
| 257402 12/05/2022 PRINTED 1009/5  | TVIED TECHNOLOCIES THE    | 55,625.40<br>740.00   |                          |
| 257404 12/05/2022 PRINTED 130864  | III THE THE               | 443 29                |                          |
| 257405 12/05/2022 PRINTED 193110  | USA HEALTH ANESTHESIA BIL | 170.67                |                          |
| 257406 12/05/2022 PRINTED 135466  | VAN SCOYOC ASSOCIATES     | 9,500.00              |                          |
| 257407 12/05/2022 PRINTED 192322  | VIA MOBILITY, LLC         | 14,500.00             |                          |
| 257408 12/05/2022 PRINTED 002020  | VISION SOUTHEAST INC      | 54,835.78             |                          |
| 25/409 12/05/2022 PRINTED 066295  | VOLKERT INC               | 62,700.38             |                          |
| 257410 12/03/2022 PRINTED 002212  | W W CDAINCED              | 18.18d<br>55.006.01   |                          |
| 257412 12/05/2022 PRINTED 084210  | CAPTTAL ONF               | 33,900.91<br>40 78    |                          |
|   | G ZIAL OIL                | 70.70                 |                          |



### AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999

10010

FOR: Uncleared

| CHECK # CHECK DATE TYPE | PE VENDOR N    | NAME   | UNCLEARED    | CLEARED BATCH | CLEAR DATE |
|-------------------------|----------------|--|--------------|---------------|------------|
|                         |                |  |              |               |            |
| 257413 12/05/2022 PRI   | INTED 151503 v | NALTER CURTIS CO LLC                               | 46.00        |               |            |
| 257414 12/05/2022 PR    | INTED 066396 v | VALTERS CONTROLS INC                               | 300.00       |               |            |
| 257415 12/05/2022 PRI   |                |  | 273.44       |               |            |
|                         |                | WARD INTL TRUCKS - MOBILE                          | 1,274.80     |               |            |
|                         |                | NASTEQUIP MANUFACTURING C                          | 24,455.00    |               |            |
| 257418 12/05/2022 PRI   | INTED 193358   | JESSICA WATERS<br>SCARLET WEATHERFORD              | 92.00        |               |            |
|                         |                |  | 3,433.34     |               |            |
|                         |                | NESCO RECEIVABLES CORP                             | 96.66        |               |            |
|                         |                | NESCO GAS & WELDING SUPPL                          | 409.78       |               |            |
|                         |                | WEST GROUP PAYMENT CENTER                          | 1,048.08     |               |            |
| 257423 12/05/2022 PRI   | INTED 066029 v | WEST GROUP PAYMENT CENTER                          | 194.24       |               |            |
| 257424 12/05/2022 PR    | INTED 183268 v | WILDLIFE SOLUTIONS INC                             | 560.00       |               |            |
| 257425 12/05/2022 PR    | INTED 002061 W | WILLIAMS QUALITY CLEANING                          | 428.75       |               |            |
| 257426 12/05/2022 PR    | INTED 184892 v | WITTICHEN SUPPLY - DAPHNE                          | 1,406.88     |               |            |
| 257427 12/05/2022 PR    | INTED 146114 V | NOLFE-BAYVIEW FUNERAL HOM                          | 395.00       |               |            |
| 257428 12/05/2022 PR    | INTED 066006 W | WRIGHTS MOTOR PARTS INC                            | 933.74       |               |            |
| 257429 12/05/2022 PR    | INTED 066391 > | WRIGHTS MOTOR PARTS INC<br>KEROX CORP<br>ZACK LONG | 271.70       |               |            |
| 257430 12/05/2022 PR    | INTED 110162 2 | ZACK LONG  | 5,092.50     |               |            |
| 257431 12/05/2022 PR    | INTED 150287 E | BAY MINETTE LAND CO                                | 1,000.00     |               |            |
| 257432 12/05/2022 PR    | INTED 116169 E | BRENDA Q GANEY                                     | 383.33       |               |            |
|                         | 332 CHECKS     | S CASH ACCOUNT TOTAL                               | 3,152,552.42 | .00           |            |



# **Baldwin County Commission**

### Agenda Action Form

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 12/5/2022

Item Status: New

From: Cian Harrison, Clerk/Treasurer
Dana Austin, Accounting Manager

Submitted by: Robin Benson, Accounts Payable Supervisor

#### **ITEM TITLE**

Notification of Interim Payments Approved by Clerk/Treasurer as Allowed Under Policy 8.1

#### STAFF RECOMMENDATION

Make the attached interim payments made by the Clerk/Treasurer totaling \$6,836,615.85 (six million, eight hundred thirty-six thousand, six hundred fifteen dollars and eighty-five 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?  $\ensuremath{\mathsf{N/A}}$ 

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 December 5, 2022

|         | Vendor Summary                           | Totals   | Brief Description                 |
|---------|--|--|-----------------------------------|
| 1       | AFLAC                                    | 19,628.07  | Payroll                           |
| 2       | AL OFFICE OF THE SECRETARY OF STATE      | 20.00  | Commission Certificates 2022-2026 |
| 3       | AL STATE DEPT OF INDUSTRIAL RELATIONS    | 3,879.10   | FY23 Q1 Form CR-4G                |
| 4       | ALABAMA CHILD SUPPORT PAYMENT CENTER     | 6,622.08   | Payroll                           |
| 5       | ALABAMA DEPT OF REVENUE                  |  | Lodging Tax; Oct 2022             |
| 6       | ALABAMA INCOME TAX DIVISION              | 118,446.17   |                                   |
| 7       | ALABAMA POWER CO                         | 69,141.61  |                                   |
| 8       | ALLRED STOLARSKI ARCHITECTS, PA PC       | 0  | Contract Services                 |
| - 1     | AT&T                                     |  | Telephone                         |
| 10      | AT&T MOBILITY                            |  | Telephone                         |
| 11      | ATLANTIS COMMERCIAL GROUP INC            |  | Contract Services                 |
| 12      | BALDWIN CNTY COMMISSION - BOOTS          | 365.00   |                                   |
| 13      | BALDWIN CNTY COMMISSION - DENTAL 790     | 28,781.58  |                                   |
|         | BALDWIN CNTY COMMISSION - HEALTH         | 641,715.55   |                                   |
|         | BALDWIN COUNTY SHERIFF'S OFFICE          | 1,783,049.14   | <u> </u>                          |
| 10 9000 | BALDWIN EMC                              | 11,991.59  |                                   |
|         | BILLIE J UNDERWOOD                       |  | Travel Reimbursement              |
| 11 000  | BLADE CONSTRUCTION, LLC                  | TO THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TO THE PERSON NAMED IN COLUM | Contract Services                 |
| - 1     | BLUE CROSS & BLUE SHIELD OF AL           | 499,750.16   |                                   |
|         | BRENDA Q GANEY CIRCUIT CLERK             | 1,274.17   | 1                                 |
|         | C SPIRE                                  |  | Telephone                         |
|         | CITY OF FAIRHOPE-UTILITIES               | 8,868.05   |                                   |
|         | CITY OF FOLEY                            |  | Utilities                         |
|         | CONNECT PARENT CORP                      |  | Telephone                         |
|         | CORRECTIONAL PEACE OFFICERS FOUNDATION   | 1  | Payroll                           |
| 0.00    | CRAFT TRAINING FUND                      |  | CICT Fees; Oct 2022               |
| 27      | DANIEL O'BRIEN                           | 1,792.24   |                                   |
| 28      | DELTA FLOORING INC                       |  | Contract Services                 |
| 29      | DEPARTMENT OF CHILDREN AND FAMILY SVC    | 308.20   |                                   |
| 30      | ELECTION, POLL WORKERS                   |  | Election, Poll Workers            |
| - 1     | EVELINA L HERNANDEZ                      |  | Election 11/08/22                 |
| 32      | FLEXIBLE BENEFITS                        | 18,355.97  | I I                               |
| 33      | FRONTIER COMMUNICATIONS OF THE SOUTH INC |  | Payroll                           |
| 34      | HANCOCK BANK                             |  | Credit Card Services; Oct 2022    |
| 35      | HANS AND EVELYN DAVIS                    |  | ROW Acquisition; Hwy              |
| 36      | IRS-TAX PAYMENT                          | 630,032.01   |                                   |
|         | JOSEPH L BYKOWSKI                        | ***  | Land Redemption                   |
| - 1     | JUDICIAL RETIREMENT FUND                 | 1,104.31   |                                   |
|         | L & K CONSTRUCTION, LLC                  | 8  | Contract Services                 |
| - 1     | LIBERTY NATIONAL LIFE                    | 9,353.21   |                                   |
| 41      | LORD & SON CONSTRUCTION, INC.            |  | Contract Services                 |
|         | MCELHENNEY CONSTRUCTION CO LLC           |  | Contract Services                 |
|         | MCINNIS CONSTRUCTION LLC                 |  | Contract Services                 |
|         | MEDONE, LC                               | 90,300.61  |                                   |
|         | METROPOLITAN LIFE INSURANCE CO           | 28,483.92  |                                   |
| 451     |  |  |                                   |

| 47 | NEWELL & BUSH INC                      | 192,195.36   | Contract Services          |
|----|--|--------------|----------------------------|
| 48 | NORTH BALDWIN CHAMBER OF COMMERCE      | 5,000.00     | FY23 Funding Appropriation |
| 49 | NORTH BALDWIN HOSPITAL WELLNESS CENTER | 106.00       | Payroll                    |
| 50 | NORTH BALDWIN UTILITIES                | 40,888.32    | Utilities                  |
| 51 | PARTNERS MANAGING GENERAL UNDERWRITERS | 61,631.94    | Stop Loss; Oct 2022        |
| 52 | PATRICK HANKS                          | 9,500.00     | ROW Acquisition; Hwy       |
| 53 | RETIREMENT SYSTEMS OF AL               | 439,459.13   | Payroll                    |
| 54 | RIVIERA UTILITIES                      | 15,362.59    | Utilities                  |
| 55 | RLI SURETY                             | 1,925.00     | Bond; Probate              |
| 56 | ROBERTSON INSURANCE AGENCY INC         | 935.00       | Bonds                      |
| 57 | ROLIN CONSTRUCTION, INC.               | 259,915.25   | Contract Services          |
| 58 | SOUTHERN LINC WIRELESS                 | 1,206.28     | Telephone                  |
| 59 | STACY E STEVENS                        | 169.34       | Land Redemption            |
| 60 | THE BALDWIN POPS                       | 5,000.00     | FY23 Funding Appropriation |
| 61 | TOWN OF SILVERHILL                     | 210.19       | Utilities                  |
| 62 | UNITED WAY OF BALDWIN COUNTY           | 222.00       | Payroll                    |
| 63 | VERIZON WIRELESS                       | 62,297.97    | Telephone                  |
|    |  |              |                            |
|    | Grand Total                            | 6,836,615.85 |                            |



# PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

**Detail Invoice List** 

CHECK RUN: I110722A

11/07/2022

DUE DATE: 11/07/2022

| THE RESERVE OF THE PARTY OF THE | CCOUNT: 999 10010                    | To the second | reasury P | ooled Cast | 1    |            |                                 |        |          |         |       |
|--|--------------------------------------|---------------|-----------|------------|------|------------|---------------------------------|--------|----------|---------|-------|
| ENDOR  |                                      | REMIT         | PO        |            | TYPE | DUE DATE   | INVOICE                         | AMOUNT | DOCUMENT | VOUCHER | CHECK |
| 51029  | ROBERTSON INSURANCE A ACCOUNT DETAIL | 0000          |           |            | INV  | 11/07/2022 | 9098; GRUBER '22<br>LINE AMOUNT |        | 46421    |         |       |
|  | 1 10051125 52730                     | Α             | dmin      | Surety     |      |            | 340.00                          |        |          |         |       |
|  |                                      |               |           |            |      |            |                                 | 340.00 |          |         |       |
|  |                                      |               |           |            |      |            | CHECK TOTAL                     | 340.00 |          |         |       |
| 51029  | ROBERTSON INSURANCE A                | 0000          |           |            | INV  | 11/07/2022 | 9099; MCKENZIE '22              |        | 46422    |         |       |
|  | ACCOUNT DETAIL                       |               |           |            |      |            | LINE AMOUNT                     |        |          |         |       |
|  | 1 10051125 52730                     | Α             | dmin      | Surety     |      |            | 595.00                          |        |          |         |       |
|  |                                      |               |           |            |      |            |                                 | 595.00 |          |         |       |
|  |                                      |               |           |            |      |            | CHECK TOTAL                     | 595.00 |          |         |       |
| 2  | INVOICES                             |               | W         | ARRANT TO  | OTAL |            | 935.00                          | 935.00 |          |         |       |



### AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999

10010

FOR: Uncleared

| CHECK # CHECK DATE TYPE | VENDOR NAME       |                    | UNCLEARED  | CLEARED | ВАТСН | CLEAR DATE |  |
|-------------------------|-------------------|--------------------|------------|---------|-------|------------|--|
| 9206723 11/08/2022 WIRE | 014125 BLUE CROSS | S & BLUE SHIELD    | 113,630.47 |         |       |            |  |
|                         | 1 CHECKS          | CASH ACCOUNT TOTAL | 113,630.47 | .00     |       |            |  |



### AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999

10010

FOR: Uncleared

| CHECK # CHECK DATE TYPE   | VENDOR NAME  |   | UNCLEARED C   | LEARED BATCH | CLEAR DATE |
|---|--|---|---|--------------|------------|
| 256613 11/08/2022 PRINTED 256614 11/08/2022 PRINTED 256615 11/08/2022 PRINTED 256616 11/08/2022 PRINTED 256617 11/08/2022 PRINTED 256618 11/08/2022 PRINTED 256619 11/08/2022 PRINTED 256620 11/08/2022 PRINTED 256621 11/08/2022 | 170616 AFLAC 180373 BALDWIN CNTY COM 186456 BALDWIN CNTY COM 064266 CORRECTIONAL PEA 039441 LIBERTY NATIONAL 191391 METROPOLITAN LIF 091547 NORTH BALDWIN HO | MISSION -<br>NCE OFFICE<br>. LIFE<br>FE INSURAN<br>JSPITAL WF | 19,556.45<br>71.62<br>1,458.58<br>32,949.55<br>10.00<br>9,353.21<br>28,483.92<br>106.00<br>222.00 |              |            |
|   | 9 CHECKS CASH  | ACCOUNT TOTAL   | 92,211.33   | .00          |            |



### **INVOICE ENTRY PROOF LIST**

| BATCH: 3889        |  | NEW INVOICES                               |   |  | <b>各個的第三人称形式</b>  |
|--------------------|--|--|---|--|---|
| INVOICE            | PO   | CHECK RUN                                  | NET AMOUNT  | EXCEEDS PO BY  | PO BALANCE CHK/WIRE   |
| CES                |  |  |   |  |   |
|                    | 10/31-11/4   | M110922I                                   | 87,782.17   | .00  | .00 9206724   |
| 555 DUE 11/09/2022 |  | DISC: .00<br>Y CLAIMS 10/31/22             |   | 79010790 51204<br>79010790 51204<br>79010790 51526<br>79010790 51202<br>79010790 51202<br>79010790 51202 | 1,495.50 1099: 676.40 1099: 260.63 1099: 76,536.10 1099: 295.41 1099: 8,518.13 1099:  |
| ED PAID INVOICES   | TOTAL  |  | 87,782.17   |  |   |
|                    |  |  |   |  |   |
|                    | DOCUMENT INVOICE  CES  ROSS & BLU 46552 42257 998  O2 INV 11/09/2022 | DOCUMENT INVOICE PO  CES  ROSS & BLU 46552 | DOCUMENT INVOICE PO CHECK RUN  CES  ROSS & BLU 46552 M110922I 42257 998 10/31-11/4  02 INV 11/09/2022 SEP-CHK: N DISC: .00 5555 DUE 11/09/2022 DESC:BCSO WEEKLY CLAIMS 10/31/22  ED PAID INVOICES TOTAL | DOCUMENT INVOICE PO CHECK RUN NET AMOUNT  CES  ROSS & BLU 46552  | CES  ROSS & BLU 46552 42257 998 10/31-11/4  02 INV 11/09/2022 SEP-CHK: N DISC: .00 555 DUE 11/09/2022 DESC:BCSO WEEKLY CLAIMS 10/31/22-11/04/22 79010790 51204 79010790 51202 79010790 51202 79010790 51202 79010790 51202 79010790 51202 79010790 51202 79010790 51202 |



### AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999

10010

FOR: Uncleared

| CHECK # CHECK DATE TYPE VENDOR NAME  |   | UNCLEARED   | CLEARED BATCH | CLEAR DATE |
|--|---|---|---------------|------------|
| 256622 11/10/2022 PRINTED 094828 ALABA<br>256623 11/10/2022 PRINTED 180373 BALDW<br>256624 11/10/2022 PRINTED 186456 BALDW<br>256625 11/10/2022 PRINTED 188062 BALDW<br>256626 11/10/2022 PRINTED 002213 BREND<br>256627 11/10/2022 PRINTED 184047 DANIE<br>256628 11/10/2022 PRINTED 189015 DEPAR | IN CNTY COMMISSION -<br>IN CNTY COMMISSION -<br>IN CNTY COMMISSION -<br>A Q GANEY CIRCUIT CL<br>L O'BRIEN<br>TMENT OF CHILDREN AN | 3,311.04<br>13,508.00<br>300,715.50<br>182.50<br>637.09<br>896.12<br>154.10 |               |            |
| 256629 11/10/2022 PRINTED 000717 FLEXI   | BLE BENEFITS  | 9,114.89  |               |            |
| 8 CHECKS   | CASH ACCOUNT TOTAL  | 328,519.24  | .00           |            |



### AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999

10010

FOR: All Except Stale

| CHECK # CHECK DATE TYPE  | VENDOR NAME |                    | UNCLEARED                | CLEARED | ВАТСН | CLEAR DATE |
|--|-------------|--------------------|--------------------------|---------|-------|------------|
| 9206725 11/10/2022 WIRE 051059 RETIREMENT SYSTEMS OF AL 9206726 11/10/2022 WIRE 054188 IRS-TAX PAYMENT |             |                    | 188,603.06<br>275,933.57 |         |       |            |
|  | 2 CHECKS    | CASH ACCOUNT TOTAL | 464,536.63               | .00     |       |            |

Page



### AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999

10010

FOR: All Except Stale

| CHECK # CHECK DATE TYPE | VENDOR NAME       |                    | UNCLEARED | CLEARED | ВАТСН | CLEAR DATE |  |
|-------------------------|-------------------|--------------------|-----------|---------|-------|------------|--|
| 9206728 11/10/2022 WIRE | 040627 NATIONWIDE | RETIREMENT SOL     | 14,297.08 |         |       |            |  |
|                         | 1 CHECKS          | CASH ACCOUNT TOTAL | 14,297.08 | .00     | )     |            |  |



### **AP CHECK RECONCILIATION REGISTER**

FOR CASH ACCOUNT: 999

10010

| CHECK # CHECK DATE TYPE | VENDOR NAME       |                    | UNCLEARED | CLEARED | BATCH | CLEAR DATE |
|-------------------------|-------------------|--------------------|-----------|---------|-------|------------|
| 9206651 11/10/2022 WIRE | 010365 ALABAMA IN | NCOME TAX DIVISI   | 11,581.66 |         |       |            |
|                         | 1 CHECKS          | CASH ACCOUNT TOTAL | 11,581.66 | .00     | Í     |            |



### AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

| CHECK # CHECK DATE TYPE | VENDOR NAME      |                    | UNCLEARED | CLEARED | BATCH | CLEAR DATE |  |
|-------------------------|------------------|--------------------|-----------|---------|-------|------------|--|
| 9206659 11/10/2022 WIRE | 010365 ALABAMA I | NCOME TAX DIVISI   | 1,528.71  |         |       |            |  |
|                         | 1 CHECKS         | CASH ACCOUNT TOTAL | 1,528.71  | .00     |       |            |  |



### **AP CHECK RECONCILIATION REGISTER**

FOR CASH ACCOUNT: 999

10010

| CHECK # CHECK DATE TYPE | VENDOR NAME       |                    | UNCLEARED | CLEARED BAT | CH CLEAR DATE |
|-------------------------|-------------------|--------------------|-----------|-------------|---------------|
| 9206677 11/10/2022 WIRE | 010365 ALABAMA IN | NCOME TAX DIVISI   | 47,293.41 |             |               |
|                         | 1 CHECKS          | CASH ACCOUNT TOTAL | 47,293.41 | .00         |               |



### **AP CHECK RECONCILIATION REGISTER**

FOR CASH ACCOUNT: 999

10010

| CHECK # CHECK DATE TYPE | VENDOR NAME       |                    | UNCLEARED | CLEARED | BATCH CLEAR DATE |
|-------------------------|-------------------|--------------------|-----------|---------|------------------|
| 9206697 11/10/2022 WIRE | 010365 ALABAMA IN | NCOME TAX DIVISI   | 46,717.30 |         |                  |
|                         | 1 CHECKS          | CASH ACCOUNT TOTAL | 46,717.30 | .00     |                  |



### **AP CHECK RECONCILIATION REGISTER**

FOR CASH ACCOUNT: 999

10010

| CHECK # CHECK DATE TYPE | VENDOR NAME       |                    | UNCLEARED | CLEARED | BATCH | CLEAR DATE |  |
|-------------------------|-------------------|--------------------|-----------|---------|-------|------------|--|
| 9206702 11/10/2022 WIRE | 010365 ALABAMA IN | NCOME TAX DIVISI   | 11,325.09 |         |       |            |  |
|                         | 1 CHECKS          | CASH ACCOUNT TOTAL | 11,325.09 | .00     |       |            |  |



### AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999

10010

| CHECK # CHECK DATE TYPE   | VENDOR NAME  |  | UNCLEARED   | CLEARED   | BATCH CLEAR DATE |
|---|--|--|---|-----------|------------------|
| 256630 11/10/2022 PRINT 256631 11/10/2022 PRINT 256632 11/10/2022 PRINT 256633 11/10/2022 PRINT 256634 11/10/2022 PRINT 256635 11/10/2022 PRINT 256636 11/10/2022 PRINT 256637 11/10/2022 PRINT 256638 11/10/2022 PRINT 256649 11/10/2022 PRINT 256640 11/10/2022 PRINT 256644 11/10/2022 PRINT 256644 11/10/2022 PRINT 256645 11/10/2022 PRINT 256646 11/10/2022 PRINT 256646 11/10/2022 PRINT 256646 11/10/2022 PRINT 256647 11/10/2022 PRINT 256647 11/10/2022 PRINT 256648 11/10/2022 PRINT 256649 11/10/2022 PRINT 256649 11/10/2022 PRINT 256649 11/10/2022 PRINT 256649 11/10/2022 PRINT 2566649 11/10/2022 PRINT 256649 11/10/2022 PRINT | ED 010009 ALABAMA FED 192148 ALLRED STED 054017 AT&T ED 014397 AT&T MOBIED 014397 AT&T MOBIED 014397 AT&T MOBIED 014005 BALDWIN ED 019021 CITY OF FED 019049 CITY OF FED 186412 CRAFT TRAED 001950 LORD & SCED 051003 RIVIERA UED 002031 ROLIN CONED 062367 SOUTHERN ED 062367 SOUTHERN ED 057007 TOWN OF SED 152240 VERTZON WED | OLARSKI ARCHITEC  LITY LITY LITY MC STRUCTION, LLC AIRHOPE-UTILITIE OLEY INING FUND N CONSTRUCTION, ONSTRUCTION LLC TILITIES STRUCTION, INC. LINC WIRELESS LINC WIRELESS ILVERHILL TRELESS | 67,356.45<br>3,280.03<br>1,199.31<br>563.71<br>365.12<br>1.00<br>8,054.00 | CLEARED00 | BATCH CLEAR DATE |
|   |  |  |   |           |                  |



### AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010 FOR: Uncleared

| CHECK # CHECK DATE TYPE  | VENDOR NAME    |  | UNCLEARED                                   | CLEARED | ВАТСН | CLEAR DATE |  |
|--|----------------|--|---|---------|-------|------------|--|
| 9206730 11/15/2022 WIRE<br>9206731 11/15/2022 WIRE<br>9206732 11/15/2022 WIRE<br>9206733 11/15/2022 WIRE | 040627 NATIONW | AL RETIREMENT FUND<br>VIDE RETIREMENT SOL<br>MENT SYSTEMS OF AL<br>K PAYMENT | 1,104.31<br>125.00<br>3,572.81<br>10,938.95 |         |       |            |  |
|  | 4 CHECKS       | CASH ACCOUNT TOTAL   | 15,741.07                                   | .00     |       |            |  |



### **INVOICE ENTRY PROOF LIST**

| CLERK: R               | BENSON BAT          | CH: 3897<br>DOCUMENT     |       | NEW INVOICES                    | S            |  |  |
|------------------------|---------------------|--------------------------|-------|---------------------------------|--------------|--|--|
| VENDOR REMIT           | NAME                | INVOICE                  | PO    | CHECK RUN                       | NET AMOUNT   | EXCEEDS PO BY  | PO BALANCE CHK/WIRE  |
| APPROVED PAI           | D INVOICES          |                          |       |                                 |              |  |  |
| 10 00000               | BALDWIN CN          | TY SHE 46580<br>11092022 |       | M110922A                        | 1,053,623.42 | .00  | .00 9206734  |
| CASH 999<br>ACCT 10010 | 2023/02<br>DEPT 555 |                          |       | DISC: .00<br>S PAYROLL AP 11/10 | 0/22         | 10052100 52910<br>10052200 52910<br>708 22797<br>999 28299<br>10052100 52910<br>10052200 52910<br>708 22797<br>999 28299 | 317,092.39 1099:<br>221,131.44 1099:<br>12,886.49 1099:<br>-742.62 1099:<br>301,153.86 1099:<br>189,890.31 1099:<br>12,496.36 1099:<br>-284.81 1099: |
|                        | APPROVED PA         | AID INVOICES             | TOTA  | Leading the second second       | 1,053,623.42 |  | 多类学的过去式和过去分词 化自己电影电影   |
|                        |                     |                          |       |                                 |              |  |  |
| $\sim 1$               | INVOICE(S)          |                          | REPOR | T POST TOTAL                    | 1,053,623.42 |  |  |



### AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010 FOR: Uncleared

| CHECK # | CHECK DATE                             | TYPE    | VENDOR  | NAME        |                    | UNCLEARED                | CLEARED | BATCH | CLEAR DATE |  |
|---------|--|---------|---------|-------------|--------------------|--------------------------|---------|-------|------------|--|
| 257045  | 11/15/2022<br>11/15/2022<br>11/15/2022 | PRINTED | 800164  | DICKMAN, GA |                    | 10.00<br>25.00<br>125.00 |         |       |            |  |
|         |  |         | 3 CHECH | (S          | CASH ACCOUNT TOTAL | 160.00                   | .00     |       |            |  |



### **AP CHECK RECONCILIATION REGISTER**

FOR CASH ACCOUNT: 999

10010

| CHECK # CHECK DATE TYPE   | VENDOR NAME       | UI                 | NCLEARED CLE                 | EARED BATCH | CLEAR DATE |
|---|-------------------|--------------------|------------------------------|-------------|------------|
| 257047 11/16/2022 PRINTED 257048 11/16/2022 PRINTED 257049 11/16/2022 PRINTED | 186456 BALDWIN CN | ITY COMMISSION -   | 289.00<br>5,868.00<br>150.00 |             |            |
|   | 3 CHECKS          | CASH ACCOUNT TOTAL | 6,307.00                     | .00         |            |



### AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999

10010

| CHECK # CHECK DATE TYPE   | VENDOR NAME   |                    | UNCLEARED                          | CLEARED | BATCH | CLEAR DATE |  |
|---|---|--------------------|------------------------------------|---------|-------|------------|--|
| 9206735 11/15/2022 WIRE<br>9206736 11/15/2022 WIRE<br>9206737 11/15/2022 WIRE | 014125 BLUE CROSS<br>014125 BLUE CROSS<br>014125 BLUE CROSS | & BLUE SHIELD      | 57,435.31<br>50,773.89<br>5,748.08 |         |       |            |  |
|   | 3 CHECKS  | CASH ACCOUNT TOTAL | 113,957.28                         | .00     |       |            |  |



### **INVOICE ENTRY PROOF LIST**

| NEW INVOICES         |                              | ALK WEST  |  |
|----------------------|------------------------------|---|--|
| CHECK RUN            | NET AMOUNT                   | EXCEEDS PO BY   | PO BALANCE CHK/WIRE  |
|                      |                              |   |  |
|                      |                              |   |  |
| N111622A             | 3,879.10                     | .00   | .00 9206738  |
| DISC: .00<br>M CR-4G |                              | 100 21540   | 3,879.10 1099:   |
|                      | 3,879.10                     |   |  |
|                      |                              |   |  |
|                      | 2 070 40                     |   |  |
|                      | CHECK RUN N111622A DISC: .00 | CHECK RUN NET AMOUNT  N111622A 3,879.10  DISC: .00 M CR-4G 3,879.10 | CHECK RUN NET AMOUNT EXCEEDS PO BY  N111622A 3,879.10 .00  DISC: .00 100 21540  M CR-4G 3,879.10 |



### **AP CHECK RECONCILIATION REGISTER**

FOR CASH ACCOUNT: 999

10010

| CHECK # | CHECK DATE TY | PE VEND    | R NAME     |                    | UNCLEARED | CLEARED | BATCH | CLEAR DATE |  |
|---------|---------------|------------|------------|--------------------|-----------|---------|-------|------------|--|
| 257054  | 11/16/2022 PR | INTED 1896 | 6 BILLIE J | UNDERWOOD          | 577.32    |         |       |            |  |
|         |               | 1 CH       | CKS        | CASH ACCOUNT TOTAL | 577.32    | .00     |       |            |  |



### AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999

10010

| CHECK # CHECK DATE TYPE                             | VENDOR N             | AME                                 | UNCLEARED       | CLEARED | BATCH | CLEAR DATE |
|---|----------------------|-------------------------------------|-----------------|---------|-------|------------|
| 257051 11/16/2022 PRINTED 257052 11/16/2022 PRINTED | 002194 J<br>002336 S | OSEPH L. BYKOWSKI<br>TACY E STEVENS | 93.00<br>169.34 |         |       |            |
|   | 2 CHECKS             | CASH ACCOUNT TOTAL                  | 262.34          | .00     |       |            |



### AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999

10010

| CHECK # | CHECK  | DATE | TYPE    | VENDOR  | NAME       |              |       | UNCLEARED | CLEARED | ВАТСН | CLEAR D | ATE |  |
|---------|--------|------|---------|---------|------------|--------------|-------|-----------|---------|-------|---------|-----|--|
| 256651  | 11/17/ | 2022 | PRINTED | 185518  | MCELHENNEY | CONSTRUCTION | С     | 15,633.93 |         |       |         |     |  |
|         |        |      |         | 1 CHECK | <b>KS</b>  | CASH ACCOUNT | TOTAL | 15,633.93 | .00     |       |         |     |  |



### AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010 FOR: Uncleared

| CHECK # CHECK DATE TYPE   | VENDOR NAME  |  | UNCLEARED   | CLEARED BATCH | CLEAR DATE |
|---|--|--|---|---------------|------------|
| 257056 11/17/2022 PRINTED<br>257057 11/17/2022 PRINTED<br>257058 11/17/2022 PRINTED<br>257058 11/17/2022 PRINTED<br>257060 11/17/2022 PRINTED<br>257061 11/17/2022 PRINTED<br>257062 11/17/2022 PRINTED<br>257063 11/17/2022 PRINTED<br>257064 11/17/2022 PRINTED<br>257066 11/17/2022 PRINTED<br>257066 11/17/2022 PRINTED<br>257066 11/17/2022 PRINTED<br>257068 11/17/2022 PRINTED<br>257068 11/17/2022 PRINTED<br>257069 11/17/2022 PRINTED | 014005 BALDWIN EMC<br>002259 CONNECT PAR<br>002259 CONNECT PAR<br>002259 CONNECT PAR<br>019021 CITY OF FAI<br>054257 FRONTIER CC<br>002094 L & K CONST<br>180761 NEWELL & BL<br>019003 NORTH BALDW<br>186450 PARTNERS MA<br>051003 RIVIERA UTI<br>152240 VERIZON WIF | ENT CORP LENT CORP LENT CORP LENT CORP RHOPE-UTILITIE MMUNICATIONS O RUCTION, LLC ISH INC IN UTILITIES LINAGING GENERAL LLITIES RELESS | 1,151.56 1,316.59 387.06 67.57 98.95 8,850.87 81.51 130,375.02 192,195.36 1,222.85 61,631.94 1,437.42 20.04 18.059.20 |               |            |
| 257070 11/17/2022 PRINTED 257070 11/17/2022 PRINTED   |  |  | 18,171.88   |               |            |
| 1   | 15 CHECKS  | CASH ACCOUNT TOTAL   | 435,067.82  | .00           |            |



### **AP CHECK RECONCILIATION REGISTER**

FOR CASH ACCOUNT: 999 10010 FOR: All Except Stale

| CHECK # CHECK DATE TYPE | VENDOR NAME       |                    | UNCLEARED | CLEARED | BATCH | CLEAR DATE |
|-------------------------|-------------------|--------------------|-----------|---------|-------|------------|
| 9206739 11/17/2022 WIRE | 001849 ALABAMA DE | PT OF REVENUE      | 620.08    |         |       |            |
|                         | 1 CHECKS          | CASH ACCOUNT TOTAL | 620.08    | .00     |       |            |



### **INVOICE ENTRY PROOF LIST**

| CLERK: R               | BENSON BATO         | CH: 3942 DOCUMENT                |                                   | NEW INVOICES                  |            |  |  |
|------------------------|---------------------|----------------------------------|-----------------------------------|-------------------------------|------------|--|--|
| VENDOR REMIT           | NAME                | INVOICE                          | PO                                | CHECK RUN                     | NET AMOUNT | EXCEEDS PO BY  | PO BALANCE CHK/WIRE  |
| APPROVED PAI           | D INVOICES          |                                  |                                   |                               |            |  |  |
| 10 00000               | BALDWIN CN          | TY SHE 46860<br>11172022         |                                   | M111722A                      | 113,846.62 | .00  | .00 9206740  |
| CASH 999<br>ACCT 10010 | 2023/02<br>DEPT 555 | INV 11/17/2022<br>DUE 11/17/2022 | SEP-CHK: N D<br>DESC:SHERIFF'S AP | PISC: .00<br>P MONTH END; OCT | 2022       | 10052100 52910<br>10052200 52910<br>708 22797<br>999 28299 | 69,223.28 1099:<br>35,259.21 1099:<br>3,098.87 1099:<br>6,265.26 1099:   |
| 1                      | APPROVED PA         | AID INVOICES                     | TOTAL                             |                               | 113,846.62 |  | Control of A. A. State - State Control of Control of State - Control of Contr |
|                        |                     |                                  |                                   |                               |            |  |  |
| 1                      | INVOICE(S)          |                                  | REPORT PO                         | ST TOTAL                      | 113,846.62 |  |  |



### **AP CHECK RECONCILIATION REGISTER**

FOR CASH ACCOUNT: 999

10010

| CHECK # CHECK DATE TYPE | VENDOR NAME       |                    | UNCLEARED | CLEARED | BATCH | CLEAR DATE |
|-------------------------|-------------------|--------------------|-----------|---------|-------|------------|
| 9206741 11/21/2022 WIRE | 001983 MEDONE, LC |                    | 90,300.61 |         |       |            |
|                         | 1 CHECKS          | CASH ACCOUNT TOTAL | 90,300.61 | .00     | ĵ.    |            |



### **AP CHECK RECONCILIATION REGISTER**

FOR CASH ACCOUNT: 999

10010

| CHECK # CHECK DATE TYPE | VENDOR NAME       |                    | UNCLEARED | CLEARED | ВАТСН | CLEAR DATE |
|-------------------------|-------------------|--------------------|-----------|---------|-------|------------|
| 9206746 11/22/2022 WIRE | 014125 BLUE CROSS | & BLUE SHIELD      | 33,462.62 |         |       |            |
|                         | 1 CHECKS          | CASH ACCOUNT TOTAL | 33,462.62 | .00     |       |            |



### **AP CHECK RECONCILIATION REGISTER**

FOR CASH ACCOUNT: 999

10010

| CHECK # CHECK DATE TYPE | VENDOR NAME       |                    | UNCLEARED  | CLEARED | ВАТСН | CLEAR DATE |  |
|-------------------------|-------------------|--------------------|------------|---------|-------|------------|--|
| 9206747 11/22/2022 WIRE | 014125 BLUE CROSS | & BLUE SHIELD      | 150,917.62 |         |       |            |  |
|                         | 1 CHECKS          | CASH ACCOUNT TOTAL | 150,917.62 | .00     | (     |            |  |



### AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999

10010

| CHECK # CHECK DATE TYPE | VENDOR NAME       |                    | UNCLEARED | CLEARED | BATCH | CLEAR DATE |
|-------------------------|-------------------|--------------------|-----------|---------|-------|------------|
| 9206751 11/21/2022 WIRE | 185975 НАМСОСК ВА | NK                 | 20,445.44 |         |       |            |
|                         | 1 CHECKS          | CASH ACCOUNT TOTAL | 20,445.44 | .00     |       |            |



### AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999

10010

| CHECK # CHECK DATE TYPE   | VENDOR NAME      |                    | UNCLEARED | CLEARED | BATCH | CLEAR DATE | 12.00 |
|---------------------------|------------------|--------------------|-----------|---------|-------|------------|-------|
| 257074 11/21/2022 PRINTED | 054321 AL OFFICE | OF THE SECRETAR    | 20.00     |         |       |            |       |
|                           | 1 CHECKS         | CASH ACCOUNT TOTAL | 20.00     | .00     |       |            |       |



### AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999

10010

| 257076 11/23/2022 PRINTED 010009 ALABAMA POWER CO 257077 11/23/2022 PRINTED 063589 AT&T 2,412.82 257078 11/23/2022 PRINTED 002248 ATLANTIS COMMERCIAL GROUP 257081 11/23/2022 PRINTED 014005 BALDWIN EMC 257081 11/23/2022 PRINTED 185203 BLADE CONSTRUCTION, LLC 257081 11/23/2022 PRINTED 002044 C SPIRE 257082 11/23/2022 PRINTED 002342 HANS AND EVELYN DAVIS 257083 11/23/2022 PRINTED 002342 HANS AND EVELYN DAVIS 257084 11/23/2022 PRINTED 002341 DELTA FLOORING INC 257085 11/23/2022 PRINTED 002341 PATRICK HANKS 257087 11/23/2022 PRINTED 131414 EVELINA L HERNANDEZ 257087 11/23/2022 PRINTED 185518 MCELHENNEY CONSTRUCTION C 257088 11/23/2022 PRINTED 014601 NORTH BALDWIN CHAMBER OF 257089 11/23/2022 PRINTED 019003 NORTH BALDWIN UTILITIES 39,665.47 257090 11/23/2022 PRINTED 188063 RLI SURETY 312.95 3,821.00 257090 11/23/2022 PRINTED 188063 RLI SURETY | BATCH CLEAR DATE |
|--|------------------|
| 257091 11/23/2022 PRINTED 188063 RLI SURETY 1,925.00 5,000.00 16 CHECKS CASH ACCOUNT TOTAL 844,481.98 .00  |                  |



### **AP CHECK RECONCILIATION REGISTER**

FOR CASH ACCOUNT: 999

10010

FOR: Uncleared

| CHECK # CHECK DATE TYPE | VENDOR NAME                            |                    | UNCLEARED              | CLEARED | ВАТСН | CLEAR DATE |
|-------------------------|--|--------------------|------------------------|---------|-------|------------|
|                         | 051059 RETIREMENT<br>054188 IRS-TAX PA |                    | 59,806.11<br>75,304.65 |         |       |            |
|                         | 2 CHECKS                               | CASH ACCOUNT TOTAL | 135,110.76             | .00     |       |            |

1



### AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010 FOR: Uncleared

| CHECK # CHECK DATE TYPE  | VENDOR NAME                      | UNCLEARED   | CLEARED | BATCH CLEAR DATE |
|--|----------------------------------|---|---------|------------------|
| 257094 11/25/2022 PRINTED<br>257095 11/25/2022 PRINTED<br>257096 11/25/2022 PRINTED<br>257097 11/25/2022 PRINTED<br>257098 11/25/2022 PRINTED<br>257099 11/25/2022 PRINTED | 189015 DEPARTMENT OF CHILDREN AN | 3,311.04<br>13,526.00<br>302,182.50<br>182.50<br>637.08<br>896.12<br>154.10 |         |                  |
| 257100 11/25/2022 PRINTED  | 000717 FLEXIBLE BENEFITS         | 9,091.08  |         |                  |
|  | 8 CHECKS CASH ACCOUNT TOTAL      | 329,980.42  | .00     | 0                |



### AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999

10010

| CHECK # CHECK DATE TYPE   | VENDOR NAME   |                    | UNCLEARED                             | CLEARED | ВАТСН | CLEAR DATE |  |
|---|---|--------------------|---------------------------------------|---------|-------|------------|--|
| 9206742 11/25/2022 WIRE<br>9206743 11/25/2022 WIRE<br>9206745 11/25/2022 WIRE | 051059 RETIREMENT<br>054188 IRS-TAX PA<br>040627 NATIONWIDE | AYMENT             | 187,477.15<br>267,854.84<br>14,247.08 |         |       |            |  |
|   | 3 CHECKS  | CASH ACCOUNT TOTAL | 469,579.07                            | .00     | ĺ     |            |  |



### **INVOICE ENTRY PROOF LIST**

| CLERK: RBENSON BAT                      | TCH: 3976<br>DOCUMENT            |                                | NEW INVOICES                |            |   |   |
|---|----------------------------------|--------------------------------|-----------------------------|------------|---|---|
| VENDOR REMIT NAME                       | INVOICE                          | PO                             | CHECK RUN                   | NET AMOUNT | EXCEEDS PO BY                                 | PO BALANCE CHK/WIRE                                     |
| APPROVED PAID INVOICES                  |                                  |                                |                             |            |   |   |
| 10 00000 BALDWIN C                      | NTY SHE 47346<br>11232022        |                                | M112322A                    | 539,196.75 | .00   | .00 9206752   |
| CASH 999 2023/02<br>ACCT 10010 DEPT 555 | INV 11/23/2022<br>DUE 11/23/2022 | SEP-CHK: N<br>DESC:SHERIFF'S P | DISC: .00<br>PR AP 11/23/22 |            | 10052100 52910<br>10052200 52910<br>708 22797 | 337,749.73 1099:<br>188,593.61 1099:<br>12,853.41 1099: |
| 1 APPROVED I                            | PAID INVOICES                    | TOTAL                          |                             | 539,196.75 |   |   |
|   |                                  |                                |                             |            |   |   |
| 1 INVOICE(S)                            | )                                | REPORT P                       | POST TOTAL                  | 539,196.75 |   |   |



### **INVOICE ENTRY PROOF LIST**

| CLERK: RE              | BENSON BATC | H: 3977<br>DOCUMENT       |                              | NEW INVOICES                     |            |               |                                       |
|------------------------|-------------|---------------------------|------------------------------|----------------------------------|------------|---------------|---------------------------------------|
| VENDOR REMIT           | NAME        | INVOICE                   | PO                           | CHECK RUN                        | NET AMOUNT | EXCEEDS PO BY | PO BALANCE CHK/WIRE                   |
| APPROVED PAI           | ) INVOICES  |                           |                              |                                  |            |               |                                       |
| 10 00000               | BALDWIN CNT | Y SHE 47363<br>11222022 A | RPA                          | N112322A                         | 76,382.35  | .00           | .00 9206753                           |
| CASH 999<br>ACCT 10010 | DEPT 555    |                           | SEP-CHK: N<br>DESC:SHERIFF'S | DISC: .00<br>PR AP ARPA 11/23/22 |            | 999 28299     | 76,382.35 1099:                       |
| 1                      | APPROVED PA | ID INVOICES               | TOTAL                        |                                  | 76,382.35  |               | The first of the second second second |
|                        |             |                           |                              |                                  |            |               |                                       |
| 1                      | INVOICE(S)  |                           | REPORT                       | POST TOTAL                       | 76,382.35  |               |                                       |



### **Baldwin County Commission**

### **Agenda Action Form**

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 12/5/2022

Item Status: New

**From:** Ron Cink, Budget Director / Interim County Administrator **Submitted by:** Michelle Howard, Commission Executive Assistant

#### **ITEM TITLE**

City of Fairhope - Annexation Notification

#### STAFF RECOMMENDATION

Authorize placement of the City of Fairhope's Annexation Ordinances No. 1761 and No. 1762, annexing property into the corporate limits of the City of Fairhope, Alabama, into the minutes of the December 5, 2022, Baldwin County Commission meeting with proper notification to the following departments/organizations:

#### **Baldwin County Commission Departments**

**Baldwin County Commission** 

**Building Inspection Department** 

Communications/Information Systems Department

**Environmental Management/Solid Waste Department** 

Highway Department

Planning and Zoning Department

#### **Elected Officials**

**Baldwin County Probate Office** 

**Baldwin County Revenue Commission** 

Baldwin County Sheriff's Office

#### Other Agencies

**Board of Registrars Office** 

**Emergency 911** 

South Alabama Regional Planning Commission

#### BACKGROUND INFORMATION

**Background:** The City of Fairhope submitted a copy of Annexation Ordinances No. 1761 and No. 1762, 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 regular meeting on December 5, 2022.

Previous Commission action/date: 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?  $\ensuremath{\mathsf{N}/\mathsf{A}}$ 

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):

The Honorable Sherry Sullivan, Mayor City of Fairhope Post Office Drawer 429 Fairhope, Alabama 36533

Attention: Lisa Hanks, City Clerk

Memo to various departments/organizations

Additional instructions/notes: N/A

From: Lisa A. Hanks, MMC < Lisa. Hanks@fairhopeal.gov >

**Sent:** Wednesday, November 16, 2022 4:33 PM **To:** Lisa A. Hanks, MMC < <u>Lisa.Hanks@fairhopeal.gov</u>>

Subject: Ordinance No. 1761 - Dynamic Holdings, LLC and Ordinance No. 1762 - The Grand Reserve at

Pelham, LLC Annexations

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

Attached please find Ordinance No. 1761 Dynamic Holdings, LLC zoned B-2 concurrent with Annexation and Ordinance No. 1762 - The Grand Reserve at Pelham, LLC zoned B-2 concurrent with Annexation.

Thank you and have a great day,

LISA A. HANKS, MMC City Clerk City of Fairhope P. O. Drawer 429 Fairhope, AL 36533 251-928-2136 251-302-7552 (Fax)



#### **ORDINANCE NO. 1761**

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

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

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

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

The property of Dynamic Holdings, LLC, generally located on the south side of Spring Run Drive, north of Wolfe-Bayview Funeral Home.

#### **PPIN # 91211**

Legal Description: (Case number ZC 22.08)

BEGINNING AT THE SOUTHEAST CORNER OF LOT 2, HOWARD SUBDIVISION, AS RECORDED IN MAP BOOK 11, PAGE 68 IN THE RECORDS OF THE OFFICE OF THE JUDGE OF PROBATE OF BALDWIN COUNTY, ALABAMA; THENCE RUN SOUTH 00 DEGREES 09 MINUTES 53 SECONDS WEST, 181.35 FEET TO A POINT; THENCE RUN SOUTH 89 DEGREES 45 MINUTES 32 SECONDS WEST, 144.56 FEET TO A POINT; THENCE RUN NORTH 00 DEGREES 17 MINUTES 29 SECONDS EAST, 181.89 FEET TO A POINT ON THE SOUTH LINE OF THE AFORESAID LOT 2, HOWARD SUBDIVISION; THENCE RUN NORTH 89 DEGREES 58 MINUTES 22 SECONDS EAST, ALONG THE SAID SOUTH LINE OF LOT 2, A DISTANCE OF 144.16 FEET TO THE POINT OF BEGINNING.

A map of the property to be rezoned is attached as Exhibit A.

The property is hereby initially zoned B-2, General Business District, concurrent with annexation into the City of Fairhope. This property shall hereafter be lawful to construct on such property any structures permitted by Ordinance No. 1253 and to use said premises for any use permitted or building sought to be erected on said property shall be in compliance with the building laws of the City of Fairhope and that any structure shall be approved by the Building Official of the City of Fairhope and that any structure be erected only in compliance with such laws, including the requirements of Ordinance No. 1253.

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

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

Adopted and approved this 14th day of November, 2022

Jay Robinson, Council President

Attest:

isa A. Hanks. MMC

Hank

City Clerk

Adopted and approved this 14th day of November, 2022

Sherry Sullivan, Mayor



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

## **PETITION FOR ANNEXATION**

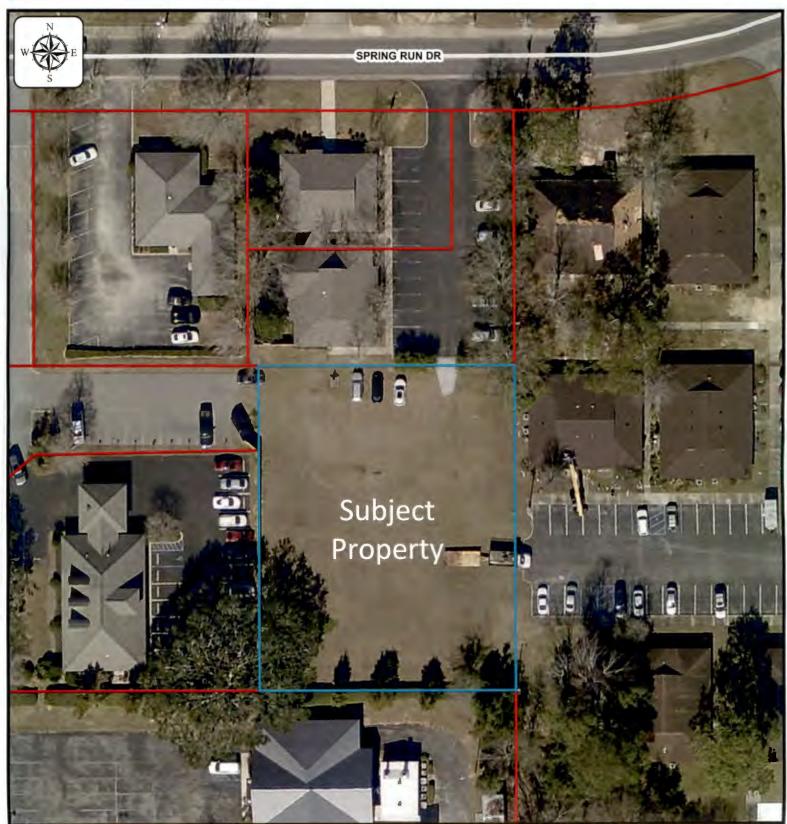
| STATE OF ALABAMA<br>COUNTY OF BALDWIN  | )(<br>)(  |   |
|--|---|---|
| attached EXHIBIT A, such property b<br>Alabama, but being contiguous to the<br>the corporate limits or police jurisdicti | S), owner(s) of the lands in fee simple being without the Corporate Limits of the said Corporate Limits; and such propertion of any other municipality, do, by the spal corporation, that said property be annual | e City of Fairhope,<br>ty not lying within<br>se presents, hereby |
| The subject land is delineated on the m the City of Fairhope to verify property  | nap attached hereto as EXHIBIT B that w is contiguous.  | ill be prepared by  |
| This petition is filed under authority of  | Section 11-42-21, Code of Alabama, 19   | 75, as amended.   |
| ☐ This petition is for R-1 Zon   | ning  |   |
|  | on is that zoning be established as_  |   |
| Concurrent with Annexati   | on.   | (Zoning Request)  |
| Is this property colony property property, the Fairhope Single Tax   | YesNo. If this prope<br>x Office must sign as a petitioner.   | rty is colony   |
| Signature of Petitioner  | John Mad<br>Print petitioner's nar  |   |
| listalie fledd   | V Natalie W   | addox   |
| Signature of Petitioner  | Print petitioner's nar  | me /  |
| Signature of Petitioner  | Print petitioner's nar  | me  |
| Physical Address of property being   | annexed: 8076-1 SPRUF RUNI  | DR.   |
| Petitioner's Current Physical Address 80%-B. Spring Ran Diz. Fair hope, At 36532   |   |   |
| Fair hope, At 3633   | Taichope, AC 30.  | 2 252   |
| Telephone Number(s): 251-  | 709-9760 251-90<br>Home Work  | 1818-01   |
| Tay Parcel ID Number: 0012   |   |   |

| Petition and who is are known to me, the acknowledge that he she/they have volu  | a Notary Public in and for said State and County, hereby whose name(s) is/are signed to the forgoing his day appeared before me and, being first duly sworn, untarily executed this Petition on this day same bears date.                            |
|--|--|
| Given under my Hand and S  (Seal)  PATRICIA L. MOiRRIS My Commission Expires September 8, 2024                               | Seal this 1th day of July, 20 30,  Patrice & S. Snow  Notary Public  My commission expires 918134  |
| Petition and who is are known to me, the acknowledge that he she they have volu  | _ a Notary Public in and for said State and County, hereby whose name(s) is are signed to the forgoing his day appeared before me and, being first duly sworn, untarily executed this Petition on this day same bears date. Seal this day of day, 20 |
| certify that Petition and who is/are known to me, the acknowledge that he/she/they have volutional Given under my Hand and S | a Notary Public in and for said State and County, hereby whose name(s) is/are signed to the forgoing his day appeared before me and, being first duly sworn, antarily executed this Petition on this day same bears date.  Seal this day of, 20,     |
| (Seal)   | Notary Public  My commission expires   |



Exhibit A: The Property of Dynamic Holdings, LLC.
Conditional Annexation to B-2
(ZC 22.08)





## ORDINANCE NO. 1762

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

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

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

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

The property of The Grand Reserve at Pelham, LLC, generally located on the west side of US Highway 98, just south of Pale Moon Court.

### PPIN # 39376, 210314

Legal Description: (Case number ZC 22.11)

#### Parcel A:

BEGINNING AT A CONCRETE MONUMENT AT THE NORTHEAST CORNER OF RW BATTLES LLC REPLAT, AS RECORDED ON SLIDE 2776 B-D OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA; THENCE RUN NORTH 89°-16'-58" WEST ALONG THE NORTH LINE OF SAID RW BATTLES LLC REPLAT A DISTANCE OF 295.79 FEET TO A CAPPED REBAR (ILLEGIBLE); THENCE RUN SOUTH 89°-28'-38" WEST ALONG SAID NORTH LINE A DISTANCE OF 241.89 FEET TO A 1-1/4" OPEN TOP PIPE; THENCE RUN SOUTH 89°-39'-31" WEST ALONG SAID NORTH LINE A DISTANCE OF 106.51 FEET TO A CAPPED REBAR (MOORE); THENCE RUN NORTH 00°-26'-47" WEST A DISTANCE OF 325.86 FEET TO A CAPPED REBAR (MOORE); THENCE RUN SOUTH 89°-34'-40" WEST A DISTANCE OF 224.84 FEET TO A CAPPED REBAR (MOORE); THENCE RUN SOUTH 00°-25'-38" EAST A DISTANCE OF 325.57 FEET TO A CAPPED REBAR (MOORE); THENCE RUN SOUTH 89°-34'-04" WEST A DISTANCE OF 295.63 FEET TO A 1" IRON PIPE AT THE SOUTHEAST CORNER OF COMMON AREA 3, OLD BATTLES VILLAGE, PHASE THREE, AS RECORDED ON SLIDE 2632 A-D OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA; THENCE RUN NORTH 00°-14'-51" EAST ALONG THE EAST LINE OF SAID COMMON AREA 3 AND A PROJECTION THEREOF A DISTANCE OF 498.20 FEET TO A CAPPED REBAR (WATTIER); THENCE RUN NORTH 89°-47'-03" EAST A DISTANCE OF 1,167.17 FEET TO A CAPPED REBAR (HMR) AT THE SOUTHEAST CORNER OF LOT 1, JEFFREY SMITH SUBDIVISION, AS RECORDED ON SLIDE 2356-F OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA, SAID POINT ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF GREENO ROAD (U.S. HIGHWAY 98, 245' R/W); THENCE RUN SOUTH 00°-31'-40" WEST ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 499.87 FEET TO THE POINT OF BEGINNING. THE DESCRIBED PARCEL CONTAINS 11.62 ACRES, MORE OR LESS.

# Parcel B:

COMMENCING AT A CONCRETE MONUMENT AT THE NORTHEAST CORNER OF RW BATTLES LLC REPLAT, AS RECORDED ON SLIDE 2776 B-D OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA; THENCE RUN NORTH 89°-16'-58" WEST ALONG THE NORTH LINE OF SAID RW BATTLES LLC REPLAT A DISTANCE OF 295.79 FEET TO A CAPPED REBAR (ILLEGIBLE); THENCE RUN SOUTH 89°-28'-38" WEST ALONG SAID NORTH LINE A DISTANCE OF 241.89 FEET TO A 1-1/4" OPEN TOP PIPE; THENCE RUN SOUTH 89°-39'-31" WEST ALONG SAID NORTH LINE A DISTANCE OF 106.51 FEET TO A CAPPED REBAR (MOORE) AT THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE CONTINUE SOUTH 89°-39'-31" WEST ALONG SAID NORTH LINE A DISTANCE OF 208.73 FEET TO A CAPPED REBAR (MOORE) AT THE NORTHWEST CORNER OF SAID RW BATTLES LLC REPLAT; THENCE RUN SOUTH 89°-34'-04" WEST A DISTANCE OF 16.21 FEET TO A CAPPED REBAR (MOORE); THENCE RUN NORTH 00°-25'-38" WEST A DISTANCE OF 325.57 FEET TO A CAPPED REBAR (MOORE); THENCE RUN NORTH 89°-34'-40" EAST A DISTANCE OF 224.84 FEET TO A CAPPED REBAR (MOORE); THENCE RUN SOUTH 00°-26'-47" EAST A DISTANCE OF 325.86 FEET TO THE POINT OF BEGINNING. THE DESCRIBED PARCEL CONTAINS 1.68 ACRES, MORE OR LESS.

Ordinance No. <u>1762</u> Page -2-

A map of the property to be rezoned is attached as Exhibit A.

The property is hereby initially zoned B-2, General Business District, concurrent with annexation into the City of Fairhope. This property shall hereafter be lawful to construct on such property any structures permitted by Ordinance No. 1253 and to use said premises for any use permitted or building sought to be erected on said property shall be in compliance with the building laws of the City of Fairhope and that any structure shall be approved by the Building Official of the City of Fairhope and that any structure be erected only in compliance with such laws, including the requirements of Ordinance No. 1253.

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

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

Adopted and approved this 14th day of November, 2022

Jay Robinson, Council President

Attest:

Bv:

City Clerk

Lisa A. Hanks. MMC

Adopted and approved this 14th day of November, 2022

Sherry Sullivan Mayor



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

# **PETITION FOR ANNEXATION**

| STATE OF ALABAMA )( COUNTY OF BALDWIN )(  |   |
|---|---|
| attached EXHIBIT A, such property being w<br>Alabama, but being contiguous to the said Co<br>the corporate limits or police jurisdiction of a | er(s) of the lands in fee simple described in the rithout the Corporate Limits of the City of Fairhope, orporate Limits; and such property not lying within any other municipality, do, by these presents, hereby reporation, that said property be annexed into the City |
| The subject land is delineated on the map att   | ached hereto as EXHIBIT B.  |
| This petition is filed under authority of Section   | on 11-42-21, Code of Alabama, 1975, as amended.   |
| This petition is for R-1 Zoning   |   |
|   | that zoning be established as B-2   |
| Concurrent with Annexation.   | (Zoning Request)  |
| Is this property colony property<br>property the Fairhope Single Tax Off  | Yes No. If this property is colony ice must sign as a petitioner.   |
| at Talk   | Juston Trimback, Manager/Member   |
| Signature of Petitioner   | Print petitioner's name   |
| Signature of Petitioner   | Print petitioner's name   |
| Signature of Petitioner   | Print petitioner's name   |
| Physical Address of property being anne   | exed: 18323 GREENO RD &18323 GREENO RD S (A)  |
| Petitioner's Current Physical Address:<br>THE GRAND RESERVE AT PELHAM, LLC  | Petitioner's Current Mailing Address:   |
| 3517 RETAIL DR, PHENIX CITY AL 36869  | 9   |
| Telephone Number(s):  | 334-480-4001  |
| Home  | Work  |
| County Tax Parcel Number: 05-46-09-2  | 9-0-000-068.000 & 05-46-09-29-0-000-068.001   |

# **U.S JUSTICE DEPARTMENT INFORMATION**

|          | Size of property (acres or square feet) 13.30  |  |  |
|----------|--|--|--|
|          | If property is occupied, give number of housing units 0  |  |  |
|          | Number of Persons residing in each unit, and their race 0  |  |  |
|          | If property is unoccupied, give proposed use Any use allowed by B-2 zoning   |  |  |
|          | If property is being developed as a subdivision, give subdivision name <b>NA</b>   |  |  |
|          | Number of lots within proposed subdivision NA  |  |  |
| ce<br>Pe | Avairable of the second of the |  |  |
| Pe<br>ac | a Notary Public in and for said State and County, hereby whose name(s) is/are signed to the forgoing etition and who is/are known to me, this day appeared before me and, being first duly sworn, eknowledge 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,  Beal)  Notary Public  My commission expires   |  |  |
| ce<br>Pe | a Notary Public in and for said State and County, hereby whose name(s) is/are signed to the forgoing etition and who is/are known to me, this day appeared before me and, being first duly sworn, knowledge 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,  |  |  |
| (S       | Notary Public  |  |  |
|          | My commission expires  |  |  |



Exhibit A: The Property of The Grand Reserve at Pelham LLC.

Conditional Annexation to B-2

(ZC 22.11)





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Ordinance No. <u>1762</u> Page -2-

A map of the property to be rezoned is attached as Exhibit A.

The property is hereby initially zoned B-2, General Business District, concurrent with annexation into the City of Fairhope. This property shall hereafter be lawful to construct on such property any structures permitted by Ordinance No. 1253 and to use said premises for any use permitted or building sought to be erected on said property shall be in compliance with the building laws of the City of Fairhope and that any structure shall be approved by the Building Official of the City of Fairhope and that any structure be erected only in compliance with such laws, including the requirements of Ordinance No. 1253.

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

Adopted and approved this 14th day of November, 2022

Jay Robinson, Council President

Attest:

Bv:

City Clerk

Lisa A. Hanks. MMC

Adopted and approved this 14th day of November, 2022

Sherry Sullivan Mayor



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

# **PETITION FOR ANNEXATION**

| STATE OF ALABAMA )( COUNTY OF BALDWIN )(  |   |
|---|---|
| attached EXHIBIT A, such property being w<br>Alabama, but being contiguous to the said Co<br>the corporate limits or police jurisdiction of a | er(s) of the lands in fee simple described in the rithout the Corporate Limits of the City of Fairhope, orporate Limits; and such property not lying within any other municipality, do, by these presents, hereby reporation, that said property be annexed into the City |
| The subject land is delineated on the map att   | ached hereto as EXHIBIT B.  |
| This petition is filed under authority of Section   | on 11-42-21, Code of Alabama, 1975, as amended.   |
| This petition is for R-1 Zoning   |   |
|   | that zoning be established as B-2   |
| Concurrent with Annexation.   | (Zoning Request)  |
| Is this property colony property<br>property the Fairhope Single Tax Off  | Yes No. If this property is colony ice must sign as a petitioner.   |
| at Talk   | Juston Trimback, Manager/Member   |
| Signature of Petitioner   | Print petitioner's name   |
| Signature of Petitioner   | Print petitioner's name   |
| Signature of Petitioner   | Print petitioner's name   |
| Physical Address of property being anne   | exed: 18323 GREENO RD &18323 GREENO RD S (A)  |
| Petitioner's Current Physical Address:<br>THE GRAND RESERVE AT PELHAM, LLC  | Petitioner's Current Mailing Address:   |
| 3517 RETAIL DR, PHENIX CITY AL 36869  | 9   |
| Telephone Number(s):  | 334-480-4001  |
| Home  | Work  |
| County Tax Parcel Number: 05-46-09-2  | 9-0-000-068.000 & 05-46-09-29-0-000-068.001   |

# **U.S JUSTICE DEPARTMENT INFORMATION**

|          | Size of property (acres or square feet) 13.30  |  |  |
|----------|--|--|--|
|          | If property is occupied, give number of housing units 0  |  |  |
|          | Number of Persons residing in each unit, and their race 0  |  |  |
|          | If property is unoccupied, give proposed use Any use allowed by B-2 zoning   |  |  |
|          | If property is being developed as a subdivision, give subdivision name <b>NA</b>   |  |  |
|          | Number of lots within proposed subdivision NA  |  |  |
| ce<br>Pe | Avairable of the second of the |  |  |
| Pe<br>ac | a Notary Public in and for said State and County, hereby whose name(s) is/are signed to the forgoing etition and who is/are known to me, this day appeared before me and, being first duly sworn, eknowledge 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,  Beal)  Notary Public  My commission expires   |  |  |
| ce<br>Pe | a Notary Public in and for said State and County, hereby whose name(s) is/are signed to the forgoing etition and who is/are known to me, this day appeared before me and, being first duly sworn, knowledge 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,  |  |  |
| (S       | Notary Public  |  |  |
|          | My commission expires  |  |  |



Exhibit A: The Property of The Grand Reserve at Pelham LLC.

Conditional Annexation to B-2

(ZC 22.11)







# **Baldwin County Commission**

# **Agenda Action Form**

File #: 23-0261, Version: 1 Item #: CA2

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 12/5/2022

Item Status: New

From: Ron Cink, Interim County Administrator

Submitted by: Jeannie M. Peerson, Commission Executive Assistant

### ITEM TITLE

City of Foley - Annexation Notification

### STAFF RECOMMENDATION

Authorize the placement of the City of Foley's Annexation Ordinances No. 22-2043-ORD annexing property into the corporate limits of the City of Foley, Alabama, into the minutes of the December 5, 2022, Baldwin County Commission regular meeting with proper notification to the following departments/organizations:

## **Baldwin County Commission Departments**

**Baldwin County Commission** 

**Building Inspection Department** 

Communications/Information Systems Department

Environmental Management/Solid Waste Department

**Highway Department** 

Planning and Zoning Department

#### **Elected Officials**

**Baldwin County Probate Office** 

**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 Foley has submitted a copy of Annexation Ordinance No. 22-2043-ORD, for the annexation of certain property into the corporate limits of the City of Foley, Alabama, to be

made part of the record of the Baldwin County Commission meeting on December 5, 2022.

## 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 - Mail Correspondence to:

The Honorable Ralph G. Hellmich, Mayor

City of Foley

407 E. Laurel Avenue

Folev. Alabama 36535

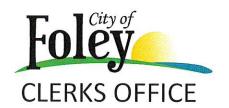
Attn: Kathryn Taylor, City Clerk

Memo to various departments/organizations

Additional instructions/notes: N/A

407 E. Laurel Ave. Foley, AL 36535

251-943-1545 Fax (251-952-4014 www.cityoffoley.org



Kathryn A. Taylor, MMC

ADMINISTRATIVE ASSISTANTS

Brenda Shambo • Fay Krehling • Diane Hall

tocc

October 31, 2022

Ron Cink County Administrator 312 Courthouse Square, Suite 12 Bay Minette, AL. 36507

RE: Hadley Village Annexation

Dear Mr. Cink:

You are receiving this letter informing you of any annexations pursuant to the Code of Alabama, 1975, Section 11-42-7. Enclosed is a copy of the annexation for the following:

Hadley Village – Tax Map Parcel # 05-54-05-16-0-000-007.000; PPIN# 34907 The proposed zoning is PUD (Planned Unit Development). There is 1 home and 0 businesses on this property.

If you have any questions regarding this item please feel free to contact me at 251-943-1545 or email at ktaylor@cityoffoley.org.

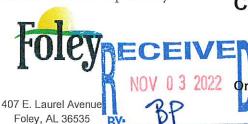
Sincerely,

Kathryn Taylor, MMC

City Clerk

This Instrument Prepared By:

City of Foley, AL



Signature Copy

Ordinance: 22-2043-ORD

BALDWIN COUNTY, ALABAMA HARRY D'OLIVE, JR. PROBATE JUDGE Filed/cert. 10/31/2022 9:26 AM TOTAL 49.00 13 Pages

File Number: 22-0569

Enactment Number: 22-2043-ORD

AN ORDINANCE APPROVING PETITION FOR ANNEXATION AND BRINGING PROPERTY INTO THE CORPORATE LIMITS OF THE CITY OF FOLEY OWNED BY VARIOUS OWNERS (Hadley Village)

WHEREAS, on the 22nd day of July, 2022, S.E. Civil, LLC on behalf of Daniel Ray Pugh, Sandra Pugh Norwood, Vickie Wilkinson, John Ricky Pugh and Rebecca Rapier, being the owner(s) of all the real property did file with the City Clerk a petition asking that the said tract(s) or parcel(s) of land be annexed to and become a part of the City of Foley, and

WHEREAS, said petition did contain the signatures of all the owners of the described territory and a map of said property showing its relationship to the corporate limits of the City of Foley, and

WHEREAS, the governing body did determine that it is in the public interest that said property be annexed to the City of Foley and it did further determine that all legal requirements for annexing said real property have been met pursuant to Sections 11-42-20 through 11-42-24, Code of Alabama, 1975;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF FOLEY, ALABAMA, AS FOLLOWS:

Section 1. The Council of the City of Foley, Alabama, finds and declares as the legislative body of the City that it is in the best interests of the citizens of the City, and the citizens of the affected area, to bring the territory described in Section 2 of this ordinance into the City of Foley.

Section 2. The boundary lines of the City of Foley, Alabama, be, and the same are hereby altered or rearranged so as to include all of the territory heretobefore encompassed by the corporate limits of the City of Foley, Alabama, and in addition thereto the following described territory, to-wit:

Parcel #05-54-05-16-0-000-007.000 PIN 34907

Section 3. This property was pre-zoned PUD (Planned Unit Development) on October 3, 2022 via Ordinance 22-2045. 2041 Savenes From-KT

Section 4. This ordinance shall be published as provided by law, and a certified copy of same, together with a certified copy of the petition of the property owners, shall be filed with the Probate Judge of Baldwin County, Alabama.

Section 5. The territory described in this ordinance shall become a part of the corporate limits of Foley, Alabama, upon publication of this ordinance as required by law.

PASSED, APPROVED AND ADOPTED this 17th day of October 2022.

Mayor's Signature

"I certify that the foregoing Ordinance was published in the Foley Onlooker, a newspaper of general circulation in the City of Foley, in its issue of Wednesday, October 26, 2022."



#### PETITION FOR ANNEXATION

We, the undersigned PETITIONERS, owners of the property described in the attached Exhibit A and as delineated on the map attached as Exhibit B, such property being outside the corporate limits of the City of Foley, Alabama, but which is now, or at the time this petition is acted upon will be, contiguous to the said corporate limits, and such property not lying within the corporate limits of any other municipality, do by these presents hereby petition the City of Foley, a municipal corporation, that said property be annexed into the City of Foley, Alabama pursuant to the authority of Section 11-42-21 of the Code of Alabama (1975).

We, the undersigned PETITIONERS further petition that the Honorable Mayor and City Council of the City of Foley, Alabama, set a date for the hearing of this petition and adopt an ordinance annexing such property.

We, the undersigned PETITIONERS also ask that the Honorable Mayor and City Council of the City of Foley, Alabama, do all things necessary and requisite to comply with the terms of Section 11-42-21 of the <u>Code of Alabama</u> (I 975).

|   | Dated this 22 day of July, 2022  Uckie Pugh Wilkenson  Petitioner's Signature   | n |
|---|---|---|
|   | Petitioner's Signature  |   |
|   | STATE OF ALABAMA<br>BALDWIN COUNTY  |   |
| PERO PERO PERO PERO PERO PERO PERO PERO | On this 22 day of JVV 2022, before me personally appeared Vickie Wilkinson, to me known and known to me to be the person who executed the foregoing instrument, and-who, sworn and under oath, acknowledged that he/she executed the same as his/her own free act and deed, with full knowledge of the contents thereof.  JEFFERSON S KASTRUP  My Commission Expires  July 27, 2024  My Commission Expires: July 31, 3034 |   |
|   | STATE OF ALABAMA BALDWIN COUNTY  On this day of, 20, before me personally appeared, to me known and known to me to be the person who executed the foregoing instrument, and-who, sworn and under oath, acknowledged that he/she executed the same as his/her own free act and deed, with full knowledge of the contents thereof.  |   |
|   | NOTARY PUBLIC My Commission Expires:  |   |

# ATTACHMENT TO PETITION

PETITIONER(S) REQUEST PROPERTY BE INITIALLY ZONED AS FOLLOWS:

|                      | R-1A  | Residential Single Family  |
|----------------------|---|--|
|                      | R-IB  | Residential Single Family  |
|                      | R-IC  | Residential Single Family  |
|                      | R-ID  | Residential Single Family  |
|                      | R-IR  | Restricted Residential Single Family   |
|                      | R-2   | Residential Single Family & Duplex   |
|                      | R-3   | Residential Multi Family   |
|                      | R-4   | Residential Single Family & Duplex   |
|                      | GPH-I                                       | Residential Garden-Patio Homes   |
|                      | TH-1  | Residential Townhouses   |
|                      | MH-1  | Residential Mobile Home Park/Subdivision   |
|                      | OSP   | Open Space/Reservation District  |
|                      | PDD   | Planned Development District   |
| ×                    | PUD   | Planned Unit Development   |
|                      | PID   | Planned Industrial District  |
|                      | B-1   | Central Business District  |
|                      | B-lA  | Commercial Extended Business District  |
|                      | B-2   | Commercial Neighborhood Business District  |
|                      | B-3   | Commercial Local Business District   |
|                      | PO  | Preferred Office District  |
|                      | M-1   | Light Industry   |
|                      | A-O   | Agriculture Open Space   |
|                      | H   | Overlying area of Historic District  |
| THE REQUESTED        | D ZONING, PLEASE                            | E, IF YOU HAVE ANY QUESTIONS REGARDING CALL THE ZONING OFFICE AT 251-943-4011.   |
|                      |   | able to the City of Foley due at time of submission.   |
|                      |   | e property being annexed1  |
| Number of occupar    | nts Adults 0                                | Race   |
| Number of business   | ses currently located o                     | n the property being annexed0  |
| (If n                | nore than one busine                        | ss on property, print information on back.)  |
| If property is undev | me Uckie dress 10101 eloped, have plans bed | Plantation Dr. Daphne, AZ 36526 en submitted to Planning Commission? elopment or subdivision will be completed 06/2023  Vichie Rughe Wilkinson 7/25/2022 Petitioner's Signature Date |
|                      |   | Petitioner's Signature Date  |

| For Internal I<br>acceptance fro | Jse Only: Are infrastructure<br>on the Engineering Departmen | valuation forms for annexations and subdivision tatached? |
|----------------------------------|--|---|
| ☐ Yes                            | □ No   |   |

#### REAL ESTATE VALIDATION FORM

The following information is provided pursuant to Alabama Code § 40-22-1, and verified by Grantor signature below:

Grantor Name: Daniel Ray Pugh, Co- Trustee and

· Sandra Pugh Norwood , Co-Trustee

Grantees Names: Daniel Ray Pugh, Sandra Pugh Norwood,

Vickle Wilkinson, John Ricky Pugh, Rebecca Rapier

Mailing Address: 16648 Sherman Rd

Summerdale, Alabama 36580

Malling Address: 16648 Sherman Rd

Summerdale, Alabama 36580

Property Address: Hwy 59/Hadley Road

Date of Sale; 07 24 2020

PPIN: 34907 (32nc), 83217 (3.10 ac), 108401 (1.47)

Value of Property: \$977,700 (tax assessors value)

#### STATE OF ALABAMA

#### TRUSTEES' DEED

#### BALDWIN COUNTY

THIS INDENTURE is being made the Alay of Aught, 2020, between Daniel Ray Pugh and Sandra Pugh Norwood, as Successor Trustees of the John Ben Pugh Revocable Trust Agreement dated April 11, 2005, Daniel Ray Pugh and Sandra Pugh Norwood, as Successor Trustees of the John Ben Pugh Residual Share Trust, and Daniel Ray Pugh and Sandra Pugh Norwood, as Successor Trustees of the Phylis Jean Gantt Pugh Revocable Trust dated April 11, 2005 (the "Trusts"), hereinafter called Grantors, and Daniel Ray Pugh, Sandra Pugh Norwood, Vickie Wilkinson, John Ricky Pugh and Rebecca Rapier, per stirpes, herein after called Grantees.

WHERBAS, the John Ben Pugh Revocable Trust Agreement was created on April 11, 2005, by John Ben Pugh wherein the John Ben Pugh Residual Share Trust was created;

WHEREAS, the Phyllis Jean Gantt Pugh Revocable Trust was created on April 11, 2005, by Phyllis Jean Gantt Pugh;

WHEREAS, John Ben Pugh passed away on August 15, 2009, leaving a Last Will and Testament dated April 11, 2005. Said Will being probated in Baldwin County and being Case No.: 27434. Said Probate Case was closed on April 6, 2011;

WHEREAS, John Ben Pugh's Last Will and Testament dated April 11, 2015 and a death certificate have been filed in the records of the Probate Court of Baldwin County, Alabama on 08 (9/2020), being Instrument No. 185/320;

WHEREAS, Phyllis Jean Gantt Pugh passed way on March 21, 2015 leaving a Last Will and Testament dated April 11, 2005. Said Will being probate in Baldwin County and being Case No.: 32508;

WHEREAS, the below described property was transferred from the Estate of Phyllis Jean Gantt Pugh to Phyllis Jean Gantt Pugh Revocable Trust dated April 11, 2005 on 07/04/2020 and recorded in the records of the Probate Court of Baldwin County, Alabama on 08/19/2020, being Instrument No. 1851329.

WHEREAS, the above Trusts, state that after the death of the Beneficiary, then the Beneficiary's trust assets shall be distributed to the Beneficiary's lineal descendants, per stirpes;

THEREFORE, pursuant to the terms of the Trusts, Grantors have granted, bargained, and sold, and by these presents does herby GRANT, BARGAIN, SELL, and CONVEY unto Grantees, the following described real estate situated in the County of Baldwin, State of Alabama, to wit:

<u>Parcel One</u> — owned as follows; one-half in the John Ben Pugh Residual Share Trust and one-half in the Phyllis Jean Gantt Pugh Revocable Trust

The Northwest Quarter of the Northwest Quarter of Section 16, Township 7 South, Range 4 East, excepting therefrom the West 5 acres thereof and any other portion used or reserved for public record or railroad right-of-way.

Subject to any and all easements and restrictions on record in the office of the Judge of Probate of Baldwin County, Alabama.

Said property being map & parcel 54-05-16-0-060-007.0 and PPIN 34907, Baldwin County, Alabama.



BALDWIN COUNTY, ALABAMA HARRY D'OLIVE, JR. PROBATE JUDGE Filedicent. 8719/2020 8:22 AM TOTAL \$ 28.00 8 Pagids



 $\underline{Parcel Two}$  — owned as follows: one-half in John B. Pugh and one-half in the Phyllis Jean Gantt Pugh Revocable Trust

The West five acres of the Northwest Quarter of the Northwest Quarter of Section 16, Township 7 South, Range 4 East, Baldwin County, Alabama.

Subject to rights-of-way of record to the State of Alabama and the City of Foley.

Said property being map & parcel 54-05-16-0-000-025.0 and PPIN 83217, containing 3.10+1, Baldwin County, Alabama.

Included herewith is certain property formerly known as L & N Railroad right-of-way 100 feet in width, abutting on the western boundary of the above property. This being the same casement described in a Quitclaim Deed from the City of Foley to John B. Pugh and Phyllis Jean Pugh, dated June 4, 1999, filed January 5, 2000 as Instrument No. 527204, Baldwin County Probate Records, Alabams.

Parcel Three - owned as follows: one-half in John B. Pugh and one-half in the Phyllis Jean Gantt Pugh Revocable Trust

The West five acres of the Northwest Quarter of the Northwest Quarter of Section 16, Township 7 South, Range 4 East, Baldwin County, Alabama.

Subject to rights-of-way of record to the State of Alabama and the City of Foley,

Said property being map & parcel 54-05-16-0-000-007.001 and PPIN 108401, containing 1.47 +/-, Baldwin County, Alabama.

Included herewith is certain property formerly known as L & N Railroad right-of-way 100 feet in width, abutting on the western boundary of the above property. This being the same easement described in a Quitclaim Deed from the City of Foley to John B. Pugh and Phyllis Jean Pugh, dated June 4, 1999, filed January 5, 2000 as Instrument No. 527204, Baldwin County Probate Records, Alabama.

<u>PROVIDED HOWEVER</u> this deed is made and is accepted <u>SUBJECT</u> to: all easements, setback line requirements, reservations and restrictions which are of public record in the Office of Probate Judge of Baldwin County, Alabama, to any present encroachments thereon, if any and to the lien of real property taxes hereinafter falling due.

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in any wise appertaining.

To have and to hold the above described real estate unto Grantee, and unto the heirs, assigns, and successors of the Grantee, in fee simple absolute forever.

Wherever the words Grantor and Grantees appear herein, the same shall include the singular and/or the plural and the masculine and/or feminine, as the case may be,

IN WITNESS WHEREOF, Grantor has signed and sealed this conveyance on this day, month and year first above written.

John Ben Fugh Revocable Trust

Daniel Ray Pugh, Successor Co-Trustee

John Ben Pugh Residual Share Trust

Daniel Ray Pugh, Successor Co-Trustee

John Ben Pugh Residual Share Trust

Daniel Ray Pugh, Successor Co-Trustee

Phyllis Gantt Pugh Revocable Trust

Daniel Ray Pugh, Successor Co-Trustee

January Pugh, Successor Co-Trustee

Sandra Pugh Norwood, Silccessor Co-Trustee

#### STATE OF ALABAMA)

#### COUNTY OF BALDWIN)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Daniel Ray Pugh and Sandra Pugh Norwood, whose named as Successor Co-Trustees of John Ben Pugh Revocable Trust, John Ben Pugh Residual Share Trust and Phyills Gantt Pugh Revocable Trust, 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, with full authority, executed the same voluntarily on the day the same bears date for and with the authority to act on behalf of John Ben Pugh Revocable Trust, John Ben Pugh Residual Share Trust and Phyllis Gantt Pugh Revocable Trust.

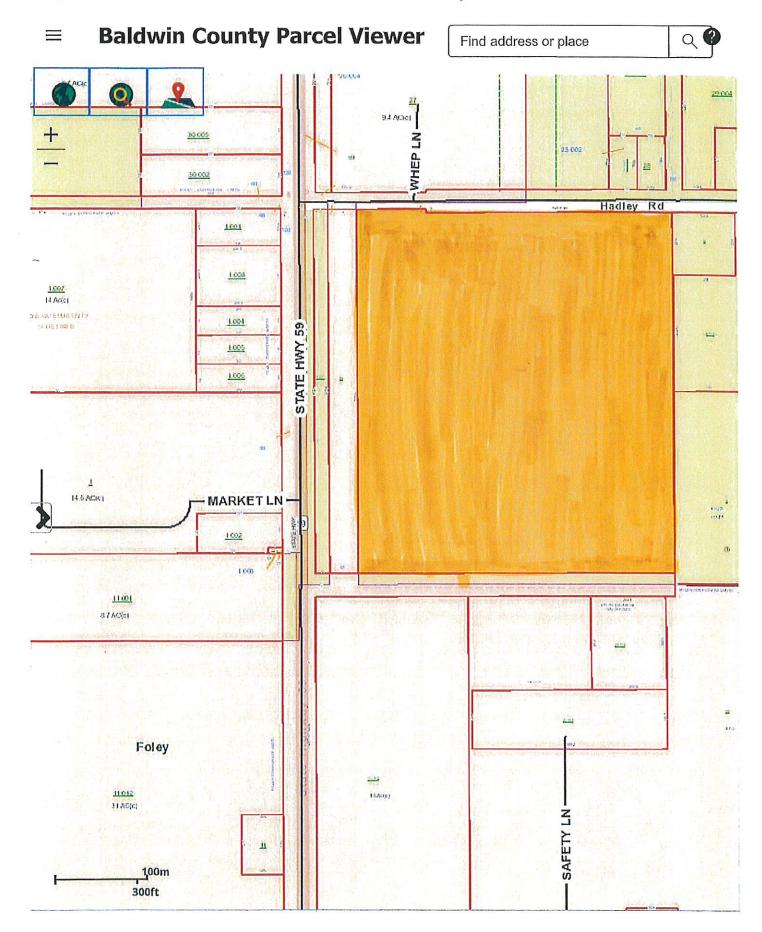
Given under my hand and official seal this, the 24th day of VIII

My Commission Expires: MICHELLE MODEON Alabama MICHELLE MCDONALD Alabama State At Large My Commission Expires April 23, 2022

THIS INSTRUMENT PREPARED BY:

J. Thomas Pilcher, IV Wilkins, Bankester, Biles & Wynne PO Box 400 Bay Minette, Alabama 36507 Telephone: 251-937-7024

> NOTE: The Preparation of this document does not constitute an examination of title as to the property described herein. The above attorneys have made no such title examination unless reflected by separate documents signed by such attorneys.



# fiscal year ending 9/30/2022 INFRASTRUCTURE ADDITIONS DUE TO ANNEXATION, SUBDIVISION ACCEPTANCE, DONATIONS, ETC.

| DATE ANNEXED/ | ACCEPTED: |
|---------------|-----------|
|---------------|-----------|

Resolution, Ordinance Act# (etc):

ROW Acceptance Ordinance#

??????

Date:

Data Collection by:

Jeff Phillips Date: 9.27.2022

(Data obtained from as-builts, onsite inspection, GIS, etc.)

Accounting Valuation by:

9.27.2022

(See current year file for accounting valuation supporting detail)

ANNEXING PARTY AND/OR SUBDIVISION NAME/UNIT/PHASE:

Vickie Pugh Wilkinson PARCEL#05-54-05-16-0-000-007.00

PIN 34907

Border County? Yes

Quadrant: NE & E

BEGIN ROAD SEGEMENT

Road Name:

Hadley Rd

Segment Observed:

FROM: Hwy 59

TO: Hadley Rd East to Juniper Street N

TRAFFIC USE:

Heavy

TYPE:

Residential

Moderate

**Business** 

Light

Industrial

SURFACE (RS):

Length

686' Road Width 20' Thickness

1.5"

Estimated Life remaining (new=20 years): 20 yrs.

8 Years remaining

Notes:

Passed testing reg's.

Accounting Valuation\$

Fd: 80 Acct; 300 Dept: 82 Bldg: 0003 Prop: 0026 Class: 910 Cost Sre; E Funct; 431 Life if new: dirt-50, limestone-10 asphalt & rock-20 (if not new, see above)

BASE (RB): Material:

Sand/Clay Clay Shell Limestone

Compaction:

N/A

Length

Base condition Notes:

N/A

Accounting Valuation\$

NA

Fd: 80 Acct: 300 Dept: 81Bldg: 0002 Prop: 0026 Class: 910 Cost Sre: E Funct: 431 Non-Depr

CURB & GUTTER AND MEDIAN ISLANDS (CG):

Type:

C&G - Ribbon - valley gutter -

Present on both sides of street? N/A

Life remaining (new 25 years):25 years

Accounting Valuation\$

Fd: 80 Acct: 300 Dept: 88 Bldg: 0009 Prop: 0026 Class: 950 Cost Sre: E Funct: 431 Life New 25 (if not new, see above)

Concrete sidewalk: Y

N

Length:

Accounting Valuation\$

Fd: 80 Acct: 001 Dept: 87 Bldg: 0008 Prop: 0026 Class: 945 Cost Sre: E Funct: 431 Life New: 30 (if not new, see above)

Cont'd

page 2

RIGHTS OF WAY (RW)

Hadley ROW

road

Length=

358 width = 80/2=40

.33AC

Length=

328 width = 60/2=30

0.23

Accounting Valuation\$

.56 AC

Fd: 80 Acct: 001 Dept: 80 Bldg: PITO Prop: 0026 Class: 001 Cost Sre: E Funct: 431 Non-Depr.

#### END OF ROAD SEGEMENT

|  | BEGIN ROAD SEGEMENT                |                         |   |        |
|--|------------------------------------|-------------------------|---|--------|
| Road Name:   |                                    |                         |   |        |
| Segment Observed:  | FROM:                              |                         |   |        |
|  | TO:                                |                         |   |        |
| TRAFFIC USE:   | Light                              | TYPE:                   | Residential   |        |
|  | Moderate                           |                         | Business  |        |
|  | Heavy                              |                         | Industrial  |        |
| SURFACE (RS):  |                                    | 0                       |   |        |
| Length   | Road Width                         |                         | Thickness   | ???    |
| Estimated Life remaining   | g (new=20 years): 20 yrs.          |                         |   |        |
|  |                                    |                         |   |        |
|  | testing reg's.                     | Accounting V            |   |        |
|  | 0003 Prop: 0026 Class: 910 Cost Sr | re: E Funct: 431 Life i | f new: dirt-50, limestone-  | -10    |
| asphalt & rock-20 (if not new, see   | above)                             |                         |   |        |
| BASE (RB): Material:   | Sand/Clay Clay Shell               | Limostono               | C   | N1 / A |
| NOT THE COURSE OF SECTION OF SECT | Base width                         |                         | Compaction:   | N/A    |
| Length   | base width                         | Base conditio           | n Notes:  | N/A    |
|  |                                    | Accounting              | alvatia a t   |        |
| Ed: 80 Acct: 300 Dept: 81Bldg: 0   | 002 Prop: 0026 Class: 910 Cost Sre | Accounting V            |   |        |
| 1 d. ou Acci. 300 Dept. o Iblidg. o  | 002 F10p, 0020 Class, 910 Cost 516 | e. E Funci. 431 Non-i   | Depr  |        |
| <b>CURB &amp; GUTTER AND I</b>   | MEDIAN ISLANDS (CG):               |                         |   |        |
| Type: C&G Ri   | bbon valley gutter                 |                         |   |        |
| Present on both sides of   |                                    |                         |   |        |
|  |                                    |                         |   |        |
| Life remaining (new 25 y   |                                    | Accounting Vo           |   |        |
|  | 0009 Prop: 0026 Class: 950 Cost Sr | e: E Funct: 431 Life I  | New 25 (if not new, see a   | above) |
| Concrete sidewalk: Y   | N                                  |                         |   |        |
| width:   | Length:                            | Accounting Vo           | 11.1000 (1.1000 (1.100 (1.100 (1.100 (1.100 (1.100 (1.100 (1.100 (1.100 (1.100 |        |
| Fd: 80 Acct: 001 Dept: 87 Bldg: 0  | 0008 Prop: 0026 Class: 945 Cost Sr | e: E Funct: 431 Life i  | New:30 (if not new, see a   | above) |
| RIGHTS OF WAY (RW)   |                                    |                         |   |        |
| MOTHS OF WAT (KW)  |                                    |                         |   |        |
|  |                                    |                         |   |        |

Accounting Valuation\$

Fd: 80 Acct: 001 Dept: 80 Bldg: PITO Prop: 0026 Class: 001 Cost Sre: E Funct: 431 Non-Depr.

END OF ROAD SEGEMENT

### BEGIN ROAD SEGEMENT

| Road Name:   |                                  |                  |                               |  |        |
|--|----------------------------------|------------------|-------------------------------|--|--------|
| Segment Observed:  | FROM                             | :                |                               |  |        |
|  | ТО                               | :                |                               |  |        |
| TRAFFIC USE:   | Light                            |                  | TYPE:                         | Residential  |        |
|  | Moderate                         |                  |                               | Business   |        |
|  | Heavy                            |                  |                               | Industrial   |        |
| SURFACE (RS):  |                                  |                  |                               |  |        |
| Length   |                                  | Road Wid         | :h                            | Thickness  | ???    |
| Estimated Life remaining   | (new=20 yea                      | rs): 20 yrs.     |                               |  |        |
|  |                                  |                  |                               |  |        |
|  | esting reg's.                    | l 040 O          | Accounting                    |  |        |
| Fd: 80 Acct: 300 Dept: 82 Bldg: 0 asphalt & rock-20 (if not new, see   |                                  | lass: 910 Cost   | Sre: E Funct: 431 Life        | e if new: dirt-50, limestone   | -10    |
|  |                                  |                  |                               |  |        |
| BASE (RB): Material:   | Sand/Clay                        | Clay Shell       | Limestone                     | Compaction:  | N/A    |
| Length   | Base width                       | (A)              | Base conditi                  | 100 N 100 000 000 N 100  | N/A    |
| 3  |                                  |                  |                               |  | 1,,,,  |
|  |                                  |                  | Accounting 1                  | Valuation\$  |        |
| Fd: 80 Acct: 300 Dept: 81Bldg: 00  | 002 Prop: 0026 Cla               | ass: 910 Cost S  |                               |  |        |
|  |                                  |                  |                               |  |        |
| CURB & GUTTER AND N  | ΛΕDIAN ISLA                      | NDS (CG):        |                               |  |        |
| Type: C&G Ribbon valley gutter   |                                  |                  |                               |  |        |
| Present on both sides of   |                                  | Parrel           |                               |  |        |
|  |                                  |                  |                               |  |        |
| Life remaining (new 25 years):25 years  Accounting Valuation\$   |                                  |                  |                               |  |        |
| Fd: 80 Acct: 300 Dept: 88 Bldg: 0  |                                  |                  |                               | THE STATE OF THE S | above) |
|  |                                  |                  |                               | ,  |        |
| Concrete sidewalk: Y   | N                                |                  |                               |  |        |
| width:   | Length:                          |                  | Accounting \                  | Valuation\$  |        |
| Fd: 80 Acct: 001 Dept: 87 Bldg: 0  |                                  | lass: 945 Cost S | _                             |  | above) |
| and the second s | annean sailes I seascasa a saile |                  | 01.00cm-900 W 71.770 01.750 0 |  | 22310/ |
| RIGHTS OF WAY (RW)   |                                  |                  |                               |  |        |
|  |                                  | width=80         | t half 40 ft                  |  |        |

Accounting Valuation\$

Fd: 80 Acct: 001 Dept: 80 Bldg: PITO Prop: 0026 Class: 001 Cost Sre; E Funct: 431 Non-Depr.

END OF ROAD SEGEMENT

| CR 20 | west | segment-1 |
|-------|------|-----------|
|-------|------|-----------|

Cont'd

page 4

# DECORATIVE STREET LIGHT FIXTURES (SL):

| Notation: The City is not curr  | ently capturing decorative light a as an asset. If the lights |
|---------------------------------|---|
| are damaged, The City will pa   | ay to have the lights replaced with current standard street   |
| lighting and will consider this | a maintenance type expense. If the S/D homeowners wish to     |
| pay the difference, the sar     | ne type of decorative light fixture will be installed.        |
| NUMBER OF FIXTURES              | APPROXIAMTE COST INSTALLED                                    |
| IF OLDER FIXTURES, APPRO        | DXIMATE COST TO REPLACE \$                                    |



# **Baldwin County Commission**

# **Agenda Action Form**

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 12/5/2022

Item Status: New

From: Ronald J. Cink, Interim County Administrator

Submitted by: Keri E. Green, Commission Executive Assistant

## **ITEM TITLE**

City of Robertsdale - Annexation Notification

### STAFF RECOMMENDATION

Authorize the placement of the City of Robertsdale's Annexation Ordinance No. 014-2022, annexing property into the corporate limits of the City of Robertsdale, Alabama, into the minutes of the December 5, 2022, Baldwin County Commission meeting with proper notifications to the following departments/organizations:

# **Baldwin County Commission Departments**

**Baldwin County Commission** 

**Building Inspection Department** 

Communications/Information Systems Department

**Environmental Management/Solid Waste Department** 

**Highway Department** 

Planning and Zoning Department

#### **Elected Officials**

**Baldwin County Probate Office** 

**Baldwin County Revenue Commission** 

Baldwin County Sheriff's Office

#### Other Agencies

**Board of Registrars Office** 

**Emergency 911** 

South Alabama Regional Planning Commission

**Baldwin County Commission Departments:** 

## **BACKGROUND INFORMATION**

**Background:** The City of Robertsdale submitted a copy of Annexation Ordinance No. 014-2022, for the annexation of certain property into the corporate limits of the City of Robertsdale, Alabama, to be made part of the record of the Baldwin County Commission meeting on December 5, 2022.

**Previous Commission action/date:** 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 - Mail correspondence to:

The Honorable Charles H. Murphy, Mayor City of Robertsdale Attention: Shannon J. Burkett, City Clerk Post Office Box 429

Robertsdale, Alabama 36567

Memo to various departments/organizations

Additional instructions/notes: N/A

MAYOR Charles H. Murphy

COUNCIL MEMBERS: Joe M. Kitchens Paul Hollingsworth Russell Johnson Sue Cooper

Ruthie Campbell CHIEF FINANCIAL OFFICER Lewis Shealy

CITY CLERK Shannon J. Burkett

# CITY OF ROBERTSDALE



The Hub
of Baldwin County

 City Hall
 251-947-8900

 City Clerk
 251-947-8920

 Court Clerk
 251-947-8910

 Public Works
 251-947-8950

 Police Dept.
 251-947-2222

 Fax
 251-947-2619

 TDD#
 251-947-2122

P. O. Box 429 Robertsdale, AL 36567



November 15, 2022

To Whom It May Concern:

I have been instructed to provide you with a copy of any annexation ordinances adopted by the City Council of the City of Robertsdale.

Ordinance Number 014-2022 was adopted November 7, 2022.

Should you have any questions, please contact me at <a href="mailto:shouldverted:sh

Respectfully,

Shannon J. Burkett,

City Clerk

# ORDINANCE NO. 014-2022

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROBERTSDALE, ALABAMA, AS FOLLOWS:

WHEREAS, the City Council of the City of Robertsdale, Alabama has received a petition of annexation from Edward Morgan, for the property located at 19055 Hughen Street, as a R-1 zone, and

WHEREAS, the Planning Commission of the City of Robertsdale has reviewed the proposed annexation of said petition and has recommended the Council proceed with the annexation, and

WHEREAS, the property being considered for annexations is contiguous with the current city limits, and

WHEREAS, the following is a legal description of the property:

Commence at the Southwest corner of the West half of Northwest Quarter, Section 32, Township 5 South, Range 4 East, Baldwin County, Alabama; thence run East 40.00 feet to a point; thence North 00°50′05" East, 20.00 feet to a rebar at the intersection of the north right-of-way of Hughen Street and the east right-of-way of College Avenue; thence along the north right-of-way of Hughen Street, North 89°31′57" East, 189.84 feet to the point of beginning; thence North 00°06′25" East, 165.52 feet to a rebar; thence North 89°55′05" East, 116.69 feet to a rebar; thence South 00°21′56" West, 164.89 feet to a rebar on the north right-of-way of Hughen Street; thence along said north right-of-way, South 89°36′13" West, 115.95 feet to the point of beginning.

BE IT FURTHER ORDAINED THAT THE OFFICIAL ZONING MAP, AS AMENDED, BE FURTHER AMENDED TO REFLECT THIS CHANGE.

Adopted and approved by the City Council of the City of Robertsdale, Alabama, on this  $7^{\rm th}$  day of November, 2022.

MAYOR MAYOR

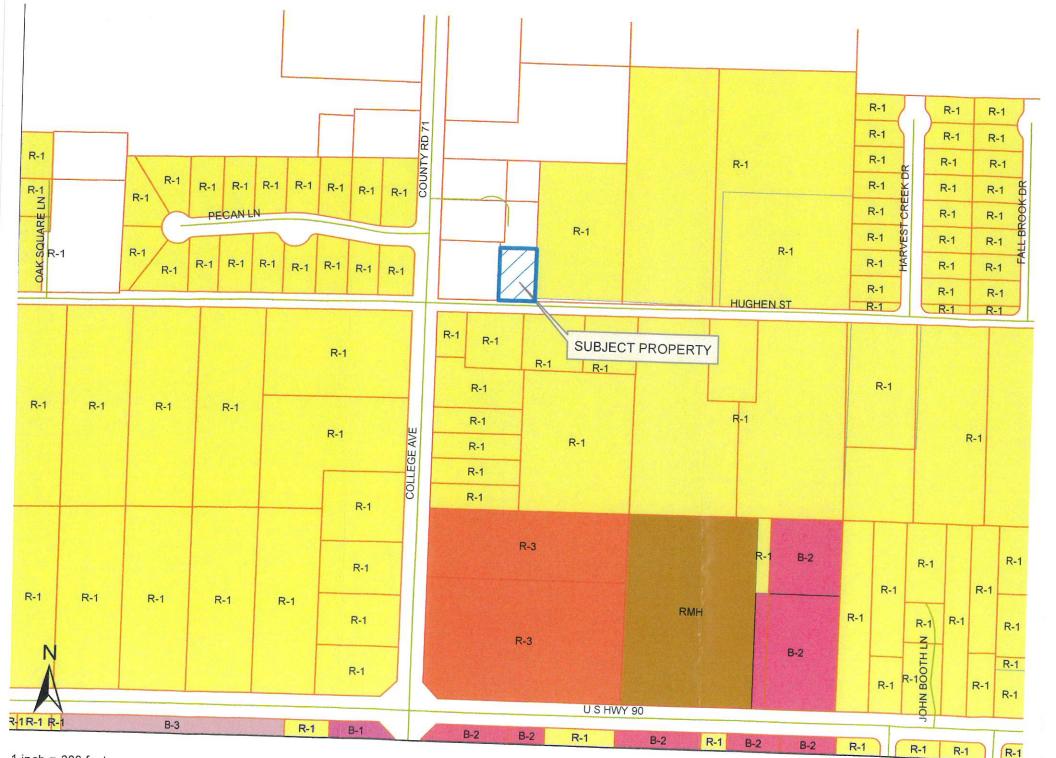
C DY

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 <u>014-2022</u> is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Robertsdale on the 7<sup>th</sup> day of November, 2022, as same appears in the official records of said City.







# **Baldwin County Commission**

# **Agenda Action Form**

File #: 23-0227, Version: 1 Item #: CA4

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 12/5/2022

Item Status: New

From: Charles F. Gruber, Commissioner District 4

Submitted by: Jeannie M. Peerson, Commission Executive Assistant

### **ITEM TITLE**

\*The Optimist Club of Perdido Bay 31st Annual Christmas Parade

## STAFF RECOMMENDATION

Approve the requested road closure for the Optimist Club of Perdido Bay 31st Annual Christmas Parade in Lillian, Alabama on Saturday, December 10, 2022, beginning at 12:45 p.m. until 2:15 p.m. The parade will start at 1:00 p.m. at the Corner of U.S. Highway 98 & Perdido Street, proceeding to U.S. Highway 98 & County Road 99. The parade route is 1 ¼ miles long and will take approximately 1 hour and 15 minutes to complete.

The Baldwin County Sheriff's Office and the Alabama Law Enforcement Agency, Highway Patrol Division, will assist with road closure and the detouring of traffic for the parade.

### **BACKGROUND INFORMATION**

Previous Commission action/date: November 16, 2021

**Background:** Certificate of Liability Insurance forthcoming.

Staff received a request from David W. Randall, Vice President of The Optimist Club of Perdido Bay, to hold the 31st Annual Christmas Parade in Lillian, Alabama on Saturday, December 10, 2022, beginning at 1:00 p.m. The parade will require the closing of certain county roads and the detouring of traffic.

# 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 to send correspondence to:

Email: DanielWRandall@Gmail.com

Mr. Daniel W. Randall

Vice President, Optimist Club of Perdido Bay

12770 South Perdido Street

Lillian, Alabama 36549

CC:

Email: Byron.Piggott@alea.gov - Department of Public Safety

Email: Douglas.Huntley@alea.gov - Highway Patrol Division

Sheriff Hoss Mack, BCSO

Anthony Lowery, BCSO

Capt. Tony Nolfe, BCSO

Lt. Nathan Lusk, BCSO

Nancy Hall, BCSO

Brittney Lundy, BCSO

Heather Johnson, BCSO

Joey Nunnally, BCHD

Frank Lundy, BCHD

Tyler Mitchell, BCHD

Additional instructions/notes: N/A



# **OPTIMIST CLUB OF PERDIDO BAY**

# P.O. Box 87 Lillian, AL 36549 OptimistClubPB.org

Baldwin County Commission
Jeannie Peerson, Office Administrator
201 East Section Street, Foley AL 36535

Baldwin County Sheriff's Department COL Anthony Lowery 310 Hand Ave., Bay Minette, AL 36507

Alabama State Troopers
Trooper, Brandon Christen
3402 Demetropolis Rd, Mobile, AL 36693

October 17, 2022

Request of the Closure of U.S. Hwy 98 from the Corner of U.S. Hwy 98 & Perdido Street to U.S. Hwy 98 & County Road 99, December 10, 2022 from 12:45 PM – 2:15 PM For the Lillian Christmas Parade Sponsored by the Perdido Bay Optimist Club.

Dear Baldwin County Commissioners, Baldwin County Sheriff's Department and Alabama State Trooper's,

Our Perdido Bay Optimist Club will conduct our 31st Annual Christmas Parade in Lillian on December 10, 2022 starting at 1:00 P.M. The parade is about 1 ¼ miles and takes about an hour and 15 minutes. It requires the closing of U.S. HWY 98 in Lillian and detouring traffic.

In the past the Alabama State Troopers closed U.S. HWY 98 to westbound traffic at County Road 99 and routed traffic south on County Road 99 to Rosalia, then west to Perdido Street and then north back to U.S. HWY 98 and The Sheriff's Department closed U.S. HWY 98 to eastbound traffic at Perdido Street, routing traffic south on Perdido to Rosalia, then east on Rosalia to County Road 99 and north back to U.S. HWY 98. Attached is a map of the parade route. Also enclosed is a copy of our insurance certificate.

This has worked well in the past and we hope you will be able to assist us again this year. Please let me know if there is anything more, we need to do or if you have any questions. We look forward to providing this wonderful opportunity for our community and appreciate your assistance.

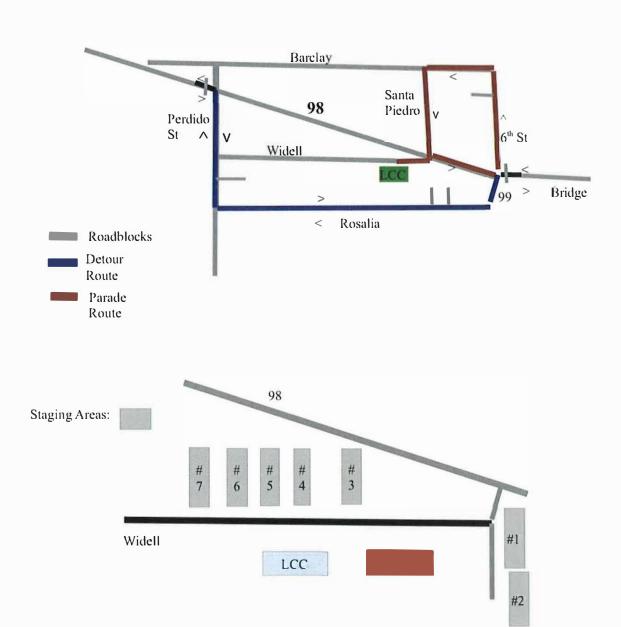
Sincerely,

Daniel W. Randall

Rev. Daniel W. Randall, Vice President of the Optimist Club of Perdido Bay Cell: 251-234-1122 Email: DanielWRandall@gmail.com

CC: County Board of Commissioners, Sheriff Huey Hoss Mack, Alabama State Troopers & Dodd Bouchillon

Request of the Closure of U.S. Hwy 98 from the Corner of U.S. Hwy 98 & Perdido Street to U.S. Hwy 98 & County Road 99, December 10, 2022 from 12:45 PM – 2:15 PM For the Lillian Christmas Parade Sponsored by the Optimist Club of Perdido Bay



#### Jeannie M. Peerson

Subject:

FW: Road Closure Request by Perdido Bay Optimist Club for December 10 2022 Christmas Parade

From: Anthony Lowery <ALOWERY@baldwincountyal.gov>

Sent: Wednesday, November 9, 2022 7:32 PM

To: Christen, Brandon < Brandon. Christen@alea.gov>

Cc: Daniel Randall <danielwrandall@gmail.com>; Jeannie M. Peerson <Jeannie.Peerson@baldwincountyal.gov>; Charles

Gruber <skipg@gulftel.com>; mack@baldwincountyal.gov; Dodd Bouchillon cpresident.ocpb@gmail.com>
Subject: Re: Road Closure Request by Perdido Bay Optimist Club for December 10 2022 Christmas Parade

Thank you!

Sent from my iPhone

On Nov 9, 2022, at 6:56 PM, Christen, Brandon < Brandon. Christen@alea.gov > wrote:

Good evening Rev. Randall

I have scheduled some troopers to assist with the Christmas Parade road closures. I'll coordinate further with BCSO, and we'll make it happen.

Take care,

#### Sergeant Brandon Christen

Alabama Law Enforcement Agency Mobile Post Commander 3402 Demetropolis Road Mobile, AL 36693

Office: 251-660-2466 Cell: 334-922-9192

CONFIDENTIALITY NOTICE: The information contained in this e-mail is confidential and is intended solely for the use of the individual(s) to whom it is addressed. If you believe you received this e-mail in error, please notify the sender immediately and delete the e-mail and any attachments from your computer. If you are not the intended recipient of this e-mail, you are notified that any dissemination, distribution, or use of this information is strictly prohibited. If you properly received this e-mail, you should maintain its contents in confidence in order to preserve the attorney-client, work product and other privileges that may be available to protect confidentiality. It should not be copied or forwarded to any persons.

From: Daniel Randall < danielwrandall@gmail.com >

Sent: Monday, October 17, 2022 4:56 PM

**To:** Jeannie M. Peerson < <u>Jeannie.peerson@baldwincountyal.gov</u>>; Charles Gruber < <u>skipg@gulftel.com</u>>; Anthony Lowery < <u>alowery@baldwincountyal.gov</u>>; <u>mack@baldwincountyal.gov</u>; Christen, Brandon < Brandon.Christen@alea.gov>



### **Baldwin County Commission**

#### **Agenda Action Form**

File #: 23-0265, Version: 1 Item #: CA5

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 12/5/2022

Item Status: New

**From:** Ronald J. Cink, Budget Director / Interim County Administrator **Submitted by:** Barbara Pate, Commission Executive Assistant

\_\_\_\_\_\_

#### **ITEM TITLE**

\*Vaughn Community Annual Christmas Parade

#### STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the request from the citizens of the Vaughn Community of Stockton, Alabama to use County Road 21, Bryant's Landing Road and Vaughn Circle for their Annual Christmas Parade on Saturday, December 17, 2022, beginning at 1:00 p.m.; and
- 2) Authorize the Baldwin County Highway Department and Traffic Control Division to provide the necessary barricades for the event.

The Baldwin County Sheriff's Office will provide the necessary security for the event.

#### **BACKGROUND INFORMATION**

**Background:** Certificate of Liability Insurance forthcoming.

On November 18, 2022, Administration staff received a request from Mr. James Williams, Zion Fountain A.M.E. Zion Church, requesting approval to use County Road 21, Bryant's Landing Road and Vaughn Circle, for the Annual Vaughn Community Christmas Parade on December 17, 2022 at 1:00 p.m. The parade will begin and conclude at Vaughn Elementary School.

Previous Commission action/date: 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):

Email Commission approval to: jdillard9213@bellsouth.net

Send correspondence to:

Mr. James Williams Zion Fountain A.M.E. Zion Church Post Office Box 273 Stockton, Alabama 36579

cc: Sheriff Huey "Hoss" Mack

Chief Deputy Anthony Lowery, BCSO

Capt. Tony Nolfe, BCSO

Lt. Nathan Lusk, BCSO

Mandi Scott, BCSO

Brittney Lundy, BCSO

Joey Nunnally, BCHD

Frank Lundy, BCHD

Tyler Mitchell, BCHD

Zach Hood, BCEMA

Mike Purner, BCEMA N/A

Additional instructions/notes: N/A



## Zion Fountain A. M. E. Zion Church



P. O. Box 524, 55185 County Rd. 21, Stockton, Alabama 36579 (251) 937-2301

Rev. Denbray Archie, Pastor Mr. Hartford Edwards, Trustee Board Chairman Mrs. Margaret Jones, Church Secretary

Mr. Anthony Cox, Preacher Steward Mrs. Velma Smith, Financial Secretary Mrs. Annie Horace, Church Treasurer

November 18, 2022

Chairman of the Baldwin County Commission 312 Courthouse Square Bay Minette, Alabama. 36507



#### Commissioner,

We, the citizens of the **Vaughn Community** are requesting your permission to use the following roads as our Christmas parade route.

- ♦ Begin at Vaughn Elementary School
- ♦ Right on County Road 21
- Left on Bryant's Landing Road
- ♦ Turning around at the Landing
- Returning on Bryant's Landing Road
- Right on Vaughn Circle
- ♦ Ending at Vaughn Elementary School

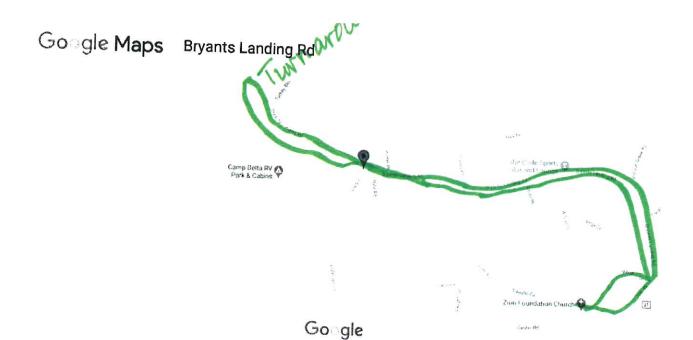
The parade will be held on Saturday; December 17<sup>th</sup>, beginning at 1:00pm. We would also like to extend an invitation to the Board of Commissioners to participate in this event, as well as assistance from the Sheriff Department and Highway Department.

Thank you for all you have done and are doing for the Vaughn Community. If you have any concerns, please contact me at (251) 421-4636.

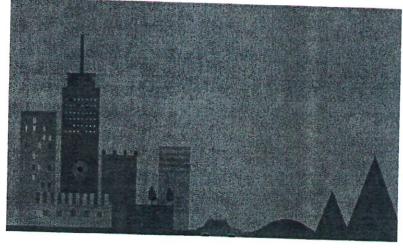
Sincerely,

James Williams

James Williams Zion Fountain A.M.E. Zin Church P.O. Box 273 Stockton, Alabama 36507



Map data @2019





Bryants Landing Rd

Alabama 36579











Directions

Save

Nearby

Send to your phone

Share

## Office of Sheriff

#### BALDWIN COUNTY, ALABAMA SHERIFF HUEY HOSS MACK



320 N. Hoyle Avenue Bay Minette, Alabama 36507 (251) 937-0210 Fax (251) 580-1687

TO:

**County Commission** 

FROM:

Anthony Lowery, Chief Deput

DATE:

November 18, 2022

SUBJECT:

Vaughn Community Christmas Parade

December 17, 2022

1:00 pm @ Vaughn Elementary School



The Sheriff's Office will provide security for the above referenced event if the Commission approves the route-as per policy.

Please make us aware of your decision as soon as possible.

CC:

Capt. Tony Nolfe

Lt. Nathan Lusk

Lt. Matt Morrison

Mandi Scott

AL/BL



### **Baldwin County Commission**

#### **Agenda Action Form**

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 12/5/2022 **Item Status:** Replacement

**From:** Ronald J. Cink, Budget Director/Interim County Administrator **Submitted by:** Carjetta Crook, Administrative Support Specialist IV

#### **ITEM TITLE**

\*Case No. LV-22015 - Alcohol License Application for Swami Krupa Management Inc d/b/a Lillian Chevron

#### STAFF RECOMMENDATION

Approve the transfer and issuance of 050 - Retail Beer (Off Premises Only) and 070 - Retail Table Wine (Off Premises Only) license by the Alabama Alcoholic Beverage Control (ABC) Board from Star Quest Inc d/b/a Lillian Chevron, to Swami Krupa Management Inc d/b/a Lillian Chevron, located at 33780 US Highway 98, Lillian, Alabama 36549.

#### BACKGROUND INFORMATION

Previous Commission action/date: N/A

**Background:** Reason for Replacement Item - Staff recommendation revised to correct verbiage approving the transfer of the license and adding the trade name of applicant.

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? N/A

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

#### **FOLLOW UP IMPLEMENTATION**

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

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

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

State of Alabama ABC Board c/o Ms. Rose Moore 2715 Gunter Park Drive, West Montgomery, Alabama 36109 Via email only: rose.moore@abc.alabama.gov

CC:

Applicant: Hetal Patel (via email lillianchevron@gmail.com)
Sheriff Huey Hoss Mack
Terrie Watson
Sharon Hunt
Susanne Spears (Davis)
Joe Ryan
Celena Boykin
Matthew Brown
Kipp Kyzar, Baldwin County Health Department

Additional instructions/notes: N/A

#### Carjetta L. Crook

**From:** Carjetta L. Crook

Sent: Thursday, November 17, 2022 10:10 AM

To: LILLIANCHEVRON@GMAIL.COM

**Cc:** Anu Gary; Carjetta L. Crook; Jeanette Brown; Kristen Rawson; Victoria Key

**Subject:** Alcohol License Application - LV-22015 – Swami Krupa Management, Inc d/b/a Lillian Chevron

The Alcohol License application you have submitted will be considered by the Baldwin County Commission as follows:

| Case Number:         | LV-22015 – Swami Krupa Management, Inc d/b/a Lillian Chevron   |
|----------------------|--|
| Location:            | 33780 US HWY 98 Lillian, Alabama 36549   |
| License Type:        | 050 – RETAIL BEER – (OFF PREMISES ONLY)<br>070 – RETAIL TABLE WINE - (OFF PREMISES ONLY)                                   |
| Meeting Date:        | December 5, 2022   |
| Meeting<br>Location: | Baldwin County Administration Building County Commission Meeting Chambers 322 Courthouse Square Bay Minette, Alabama 36507 |

If you have questions, please contact the Baldwin County Administration Department at 251-937-0264.

### Carjetta L. Crook

Administrative Support Specialist IV Baldwin County Commission Phone: (251) 937-0267 ext. 2267

Fax: (251) 580-2500

Email: Carjetta.Crook@baldwincountyal.gov

#### PLANNING AND ZONING DEPARTMENT

Main Office - 251.580.1655 22251 Palmer St., Robertsdale, AL 36567 Foley Office - 251.972.8523 201 East Section Ave., Foley, AL 36535

### ZONING VERIFICATION REQUEST Case #: ZV22-000445

This zoning 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.

**Applicant** 

Swami Krupa Management Inc DBA Lillian Chevron 33780 US Hwy 98 Lillian AL 36549

Site Information

Parcel ID Number: 05-52-08-27-0-000-002.134

Physical Address (E-911): 33780 U S HWY 98 LILLIAN, AL 36549

**Project Information** 

Applicant's Description of Proposed Use: Gas Station with convenience store

**Staff Review** 

City Limits: Unincorporated Baldwin County Extra Terratorial Jurisdiction (ETJ): N/A Building Permit Jurisdiction: Baldwin County

**Zoning Status: Zoned** 

Planning District: 33: Lillian - North

**Zoning Classification: B-2 Local Business District** 

Fire District: N/A - Except for Location Verification for Liquor License

Verification Status: Complete Date of Verification: 10/25/2022

Planner's Comments: Existing auto convenience store is grandfathered as it was built prior to zoning in planning

district 33.

Reviewed By: Linda Lee, Planner

### **BALDWIN COUNTY COMMISSION**

#### **CONSENT FOR INSPECTION**

| I, Binta H. Patel                              | , the owner or authorized agent for the     |
|--|---|
| owner of the premises located at $33780$       |   |
|  |   |
| do hereby consent to the inspection of said p  | 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 a | 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 3_ day of Novembe                   | , 20 <u>22</u> .                            |
| Banta H. Pald                                  | 847-477-7043                                |
| Signature of Owner or Authorized Agent         | Telephone number                            |

# STATE OF ALABAMA

CONTROL NO.

BALDWIN COUNTY

LICENSE NO.

2304295

2389801 ACCOUNT NO.

77002

ISSUED TO:

SWAMI KRUPA MANAGEMENT INC DBA LILLIAN CHEVRON PATEL, BINTA

LICENSE YEAR

25941 US HWY 98 ELBERTA, AL 36530

2022-2023

STORE LICENSE

CHAIN STORE LICENSE

OCCUPATIONAL LICENSE

LICENSE TYPE

| DA  | TE ISSI | JED |
|-----|---------|-----|
| .0  | 21 2    | 022 |
| MO. | DAY     | YR. |

| BUS | INESS | LOC | CATI | ON: |
|-----|-------|-----|------|-----|
|     |       |     |      |     |

33780 US HWY 98 LILLIAN, AL 36549

**EXPIRES** September 30, 2023 RENEW IN OCTOBER

RL: LF6664

U29 - #2389801 - T2 - P985811 - M1 SECTION **BUSINESS TYPE** License PENALTY CITATION INTEREST TOTAL Amount 069B CEREAL BEVERAGES, SOFT DRINKS - RETAILERS 15.00 1.00 0.00 0.00 0.00 16.00 (on tap) STORE LICENSE 315A 1.00 1.00 0.00 0.00 0.00 2.00 0072 CIGARS, CIGARETTES, CHEROOTS, ETC - RETAILERS 3.00 1.00 0.00 0.00 0.00 4.00 0106 GASOLINE STATIONS AND PUMPS 27.75 1.00 0.00 0.00 0.00 28.75 (6 add'l pumps) 0153 SANDWICH SHOPS, BARBECUE STANDS, ETC 7.50 1.00 0.00 0.00 0.00 8.50 AUTOMOBILE ACCESSORY DEALERS 0053 7.50 1.00 0.00 0.00 0.00 8.50 0134 NEWSSTANDS 7.50 1.00 0.00 0.00 0.00 8.50 TRANSFER OF LICENSE saving been adduced before me that a bona fide TOTAL of the business licensed by this certificate has been made Kathleen D. Baxter State Comptroller 76.25 liversee, this license is transferred to said purchaser. MAII FEE 0.00 Vernon Barnett TOTAL WITH Name of Purchaser Commissioner of Revenue

HARRY D'OLIVE JR

Issuing Authority

2023 - 2304295 10/21/2022 3:30:35 PM U29 - #2389801 T2 - P985811 - M1

SWAMI KRUPA MANAGEMENT INC PATEL, BINTA 25941 US HWY 98 ELBERTA, AL 36530

Issuing Authority

## Office of Sheriff

#### BALDWIN COUNTY, ALABAMA SHERIFF HUEY HOSS MACK



320 N. Hoyle Avenue Bay Minette, Alabama 36507 (251) 937-0210 Fax (251) 580-1687

TO:

**Baldwin County Commission** 

FROM:

Anthony Lowery

Chief Deputy

Date:

November 7, 2022

Subject: Alcoholic Beverage License

Swami Krupa Management Inc.

D.B.A Lillian Cheveron

Location: 33780 US HWY 98 Lillian, AL 36549 Mailing: 25941 US HWY 98 Elberta, AL 36530

APPLICANT: Binta H. Patel

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** 

Limited Food
Priority Category 2

LF-6664

COUNTY

Swami Krupa Management Inc

PERMIT NUMBER

BUSINESS OWNER OR AUTHORIZED AGENT
IS HEREBY PERMITTED TO MAINTAIN AND OPERATE
Lillian Chevron

ESTABLISHMENT LOCATED AT

33780 US Highway 98

Lillian

36549-

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.

10/06/22

09/30/23

Date issued

**Expiration Date** 

Scott Harris, M.D., M.P.H.

State Health Officer

Display for public view - not transferable

ADPH-FLP-102L.01.2020





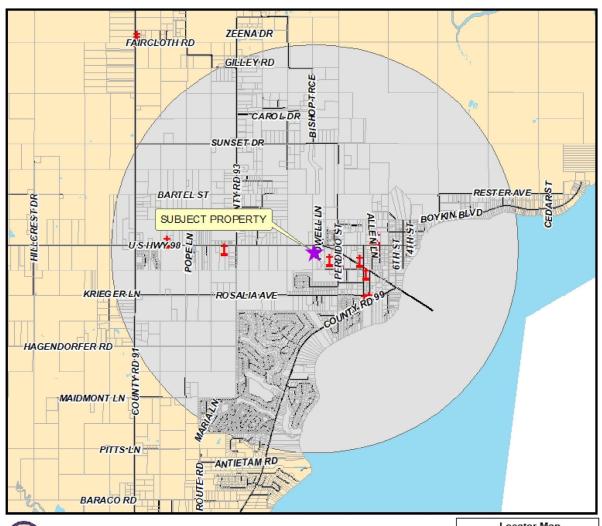




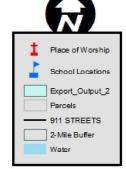
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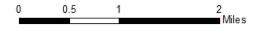
Locator Map

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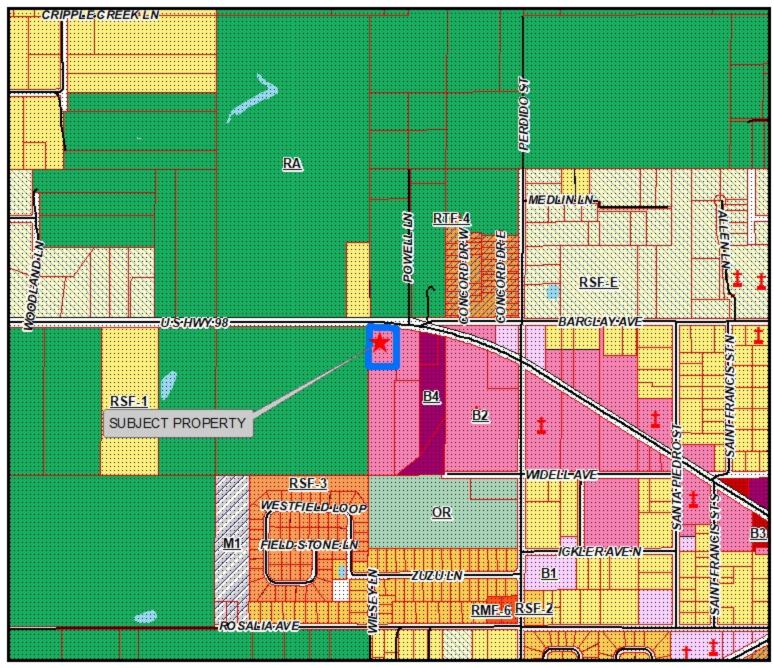






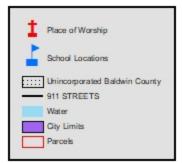
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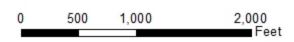


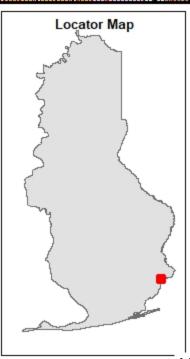












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### **Baldwin County Commission**

#### Agenda Action Form

File #: 23-0251, Version: 1 Item #: CA6

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 12/5/2022

Item Status: New

**From:** Ronald J. Cink, Budget Director/Interim County Administrator **Submitted by:** Carjetta Crook, Administrative Support Specialist IV

#### **ITEM TITLE**

Case No. LV-22015 - Alcohol License Application for Swami Krupa Management Inc d/b/a Lillian Chevron

#### STAFF RECOMMENDATION

Consider the transfer application of 050 - Retail Beer (Off Premises Only) and 070 - Retail Table Wine (Off Premises Only) license from Star Quest Inc to Swami Krupa Management Inc d/b/a Lillian Chevron, located at 33780 US Hwy 98, Lillian, Alabama 36549 and approve the issuance of said license by the Alabama Alcoholic Beverage Control (ABC) Board.

#### 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?  $\ensuremath{\mathsf{N/A}}$ 

Reviewed/approved by: N/A

Additional comments: N/A

#### **ADVERTISING REQUIREMENTS**

Is advertising required for this recommendation? N/A

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

#### **FOLLOW UP IMPLEMENTATION**

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

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

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

Send correspondence to:

State of Alabama ABC Board c/o Ms. Rose Moore 2715 Gunter Park Drive, West Montgomery, Alabama 36109 Via email only: rose.moore@abc.alabama.gov

cc:

Applicant: Hetal Patel (via email lillianchevron@gmail.com)

Sheriff Huev Hoss Mack

Terrie Watson Sharon Hunt

Susanne Spears (Davis)

Joe Ryan

Celena Boykin

Matthew Brown

Kipp Kyzar, Baldwin County Health Department

Additional instructions/notes: N/A

Baldwin County Commission Page 2 of 2 Printed on 11/30/2022

#### Carjetta L. Crook

**From:** Carjetta L. Crook

Sent: Thursday, November 17, 2022 10:10 AM

To: LILLIANCHEVRON@GMAIL.COM

**Cc:** Anu Gary; Carjetta L. Crook; Jeanette Brown; Kristen Rawson; Victoria Key

**Subject:** Alcohol License Application - LV-22015 – Swami Krupa Management, Inc d/b/a Lillian Chevron

The Alcohol License application you have submitted will be considered by the Baldwin County Commission as follows:

| Case Number:         | LV-22015 – Swami Krupa Management, Inc d/b/a Lillian Chevron   |
|----------------------|--|
| Location:            | 33780 US HWY 98 Lillian, Alabama 36549   |
| License Type:        | 050 – RETAIL BEER – (OFF PREMISES ONLY)<br>070 – RETAIL TABLE WINE - (OFF PREMISES ONLY)                                   |
| Meeting Date:        | December 5, 2022   |
| Meeting<br>Location: | Baldwin County Administration Building County Commission Meeting Chambers 322 Courthouse Square Bay Minette, Alabama 36507 |

If you have questions, please contact the Baldwin County Administration Department at 251-937-0264.

### Carjetta L. Crook

Administrative Support Specialist IV Baldwin County Commission Phone: (251) 937-0267 ext. 2267

Fax: (251) 580-2500

Email: Carjetta.Crook@baldwincountyal.gov

#### PLANNING AND ZONING DEPARTMENT

Main Office - 251.580.1655 22251 Palmer St., Robertsdale, AL 36567 Foley Office - 251.972.8523 201 East Section Ave., Foley, AL 36535

### ZONING VERIFICATION REQUEST Case #: ZV22-000445

This zoning 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.

**Applicant** 

Swami Krupa Management Inc DBA Lillian Chevron 33780 US Hwy 98 Lillian AL 36549

**Site Information** 

Parcel ID Number: 05-52-08-27-0-000-002.134

Physical Address (E-911): 33780 U S HWY 98 LILLIAN, AL 36549

**Project Information** 

Applicant's Description of Proposed Use: Gas Station with convenience store

**Staff Review** 

City Limits: Unincorporated Baldwin County Extra Terratorial Jurisdiction (ETJ): N/A Building Permit Jurisdiction: Baldwin County

**Zoning Status: Zoned** 

Planning District: 33: Lillian - North

**Zoning Classification: B-2 Local Business District** 

Fire District: N/A - Except for Location Verification for Liquor License

Verification Status: Complete Date of Verification: 10/25/2022

Planner's Comments: Existing auto convenience store is grandfathered as it was built prior to zoning in planning

district 33.

Reviewed By: Linda Lee, Planner

Linda Lee

### **BALDWIN COUNTY COMMISSION**

#### **CONSENT FOR INSPECTION**

| I, Binta H. Patel                              | , the owner or authorized agent for the     |
|--|---|
| owner of the premises located at 33780         | US Hwy 98, Lillian, AZ                      |
| 36549  |   |
| do hereby consent to the inspection of said p  | 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 a | 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 3 day ofNovembe                     | , 20_22                                     |
| Benta H. Pald                                  | 847-477-7043                                |
| Signature of Owner or Authorized Agent         | Telephone number                            |

# STATE OF ALABAMA

CONTROL NO.

2389801

ACCOUNT NO.

77002

BALDWIN COUNTY

ISSUED TO:

LICENSE NO.

2304295

SWAMI KRUPA MANAGEMENT INC DBA LILLIAN CHEVRON PATEL, BINTA

25941 US HWY 98 ELBERTA, AL 36530

X

2022-2023

STORE LICENSE

CHAIN STORE LICENSE

LICENSE TYPE

LICENSE YEAR

| DA  | TE ISSU | JED |
|-----|---------|-----|
| 0   | 21 2    | 022 |
| MO. | DAY     | YR. |

**BUSINESS LOCATION:** 

33780 US HWY 98 LILLIAN, AL 36549

**EXPIRES** September 30, 2023 RENEW IN OCTOBER

RL: LF6664

OCCUPATIONAL LICENSE U29 - #2389801 - T2 - P985811 - M1 SECTION **BUSINESS TYPE** License PENALTY CITATION INTEREST TOTAL Amount 069B CEREAL BEVERAGES, SOFT DRINKS - RETAILERS 15.00 1.00 0.00 0.00 0.00 16.00 (on tap) STORE LICENSE 315A 1.00 1.00 0.00 0.00 0.00 2.00 0072 CIGARS, CIGARETTES, CHEROOTS, ETC - RETAILERS 3.00 1.00 0.00 0.00 0.00 4.00 0106 GASOLINE STATIONS AND PUMPS 27.75 1.00 0.00 0.00 0.00 28.75 (6 add'l pumps) 0153 SANDWICH SHOPS, BARBECUE STANDS, ETC 7.50 1.00 0.00 0.00 0.00 8.50 AUTOMOBILE ACCESSORY DEALERS 0053 7.50 1.00 0.00 0.00 0.00 8.50 0134 NEWSSTANDS 7.50 1.00 0.00 0.00 0.00 8.50 TRANSFER OF LICENSE saving been adduced before me that a bona fide TOTAL of the business licensed by this certificate has been made <u>Kathleen D. Baxter</u> State Comptroller 76.25 liversee, this license is transferred to said purchaser. MAII FEE 0.00 Vernon Barnett TOTAL WITH Name of Purchaser Commissioner of Revenue

HARRY D'OLIVE JR

Issuing Authority

2023 - 2304295 10/21/2022 3:30:35 PM U29 - #2389801 T2 - P985811 - M1

SWAMI KRUPA MANAGEMENT INC PATEL, BINTA 25941 US HWY 98 ELBERTA, AL 36530

Issuing Authority

## Office of Sheriff

#### BALDWIN COUNTY, ALABAMA SHERIFF HUEY HOSS MACK



320 N. Hoyle Avenue Bay Minette, Alabama 36507 (251) 937-0210 Fax (251) 580-1687

TO:

**Baldwin County Commission** 

FROM:

Anthony Lowery

Chief Deputy

Date:

November 7, 2022

Subject: Alcoholic Beverage License

Swami Krupa Management Inc.

D.B.A Lillian Cheveron

Location: 33780 US HWY 98 Lillian, AL 36549 Mailing: 25941 US HWY 98 Elberta, AL 36530

APPLICANT: Binta H. Patel

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

**Limited Food Priority Category 2** 

LF-6664

COUNTY

Swami Krupa Management Inc

PERMIT NUMBER

BUSINESS OWNER OR AUTHORIZED AGENT IS HEREBY PERMITTED TO MAINTAIN AND OPERATE Lillian Chevron

> **ESTABLISHMENT** LOCATED AT

33780 US Highway 98

Lillian

36549-

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.

10/06/22

09/30/23

Date issued

**Expiration Date** 

Scott Harris, M.D., M.P.H.

State Health Officer

Display for public view - not transferable

ADPH-FLP-102L.01.2020





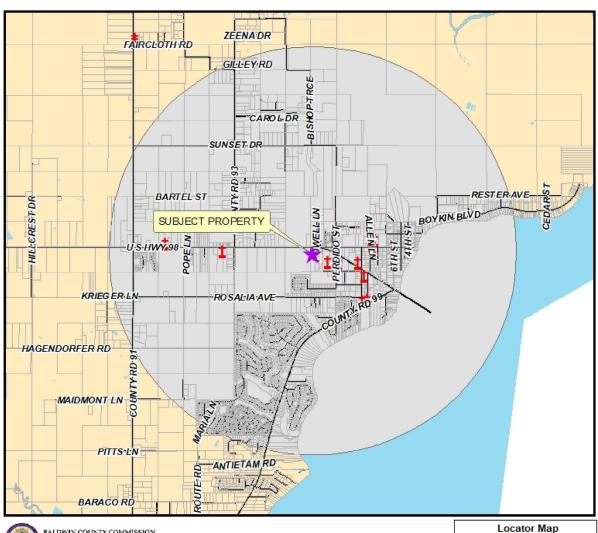




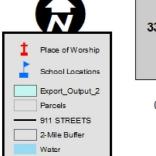
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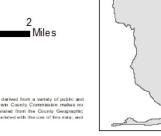
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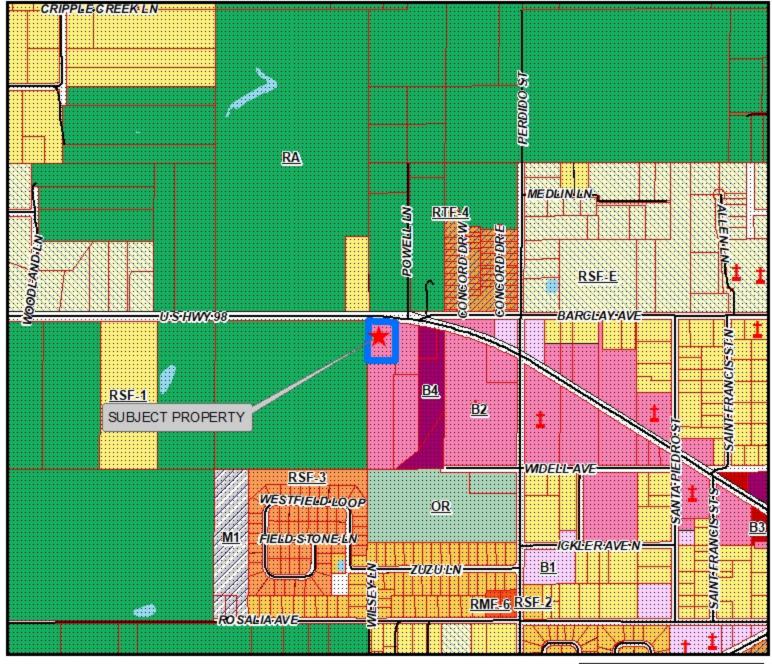


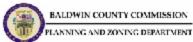




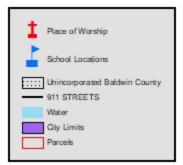


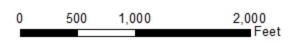
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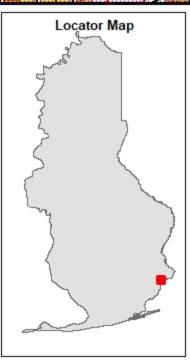












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### **Baldwin County Commission**

#### Agenda Action Form

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 12/5/2022

Item Status: New

**From:** Ronald J. Cink, Interim County Administrator/Budget Director **Submitted by:** Victoria Key, Administrative Support Specialist

#### **ITEM TITLE**

Annual Approval of County Take Home Vehicle List - December 2022

#### STAFF RECOMMENDATION

Approve the revised County Take Home Vehicle List - December 2022.

The total number of Baldwin County Commission departmental staff driving County owned vehicles home is 219.

#### **BACKGROUND INFORMATION**

**Background:** Baldwin County Commission Policy #2.9 provides that, in December of each year, the Interim County Administrator shall present a current list of employees who drive County owned vehicles assigned to the Baldwin County Commission. The Interim County Administrator has collected data on all vehicles assigned to department directors, elected officials and staff. These vehicles are further defined by the number of vehicles driven home and by whom, for the Baldwin County Commission to review and approve. If changes occur during the year, staff brings the revised list to the Baldwin County Commission to review and approve.

#### Add employees listed below:

BCSO - nine (9) officers

EMA - Tom Tyler, Deputy Director

EMA - Vernon Dandridge, Planning and Grants Division Manager

Solid Waste - Robby Stanford, Master Mechanic

By approving the revised list, staff will be able to provide the Clerk / Treasurer with an accurate list of employees for tax purposes.

**Previous Commission action/date:** September 6, 2022 - Last revision to County Take Home Vehicle List.

#### 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:** Victoria Key, Administrative Support Specialist - Email approved list to Cian Harrison, Clerk / Treasurer

cc: Administration Staff

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

Additional instructions/notes: N/A

| Vehicle Description           | Employee                     | Round Trip (Estimated) | Reason for Need to Drive Vehicle Home  |
|-------------------------------|------------------------------|------------------------|--|
| Administration                |                              |                        |  |
| 2021 Chevrolet Silverado 1500 | Ron Cink                     | 22                     | Required to travel all over the county at any given time.  |
| Animal Shelter                |                              |                        |  |
| 2011 Ford F-250               | Shealyn Flowers              | 12                     | On Call Animal Control Officer   |
| 2019 Ford F-250               | Michael Dorman               | 12                     | On Call Animal Control Officer   |
| 2019 Ford F-250               | Gina Jones                   | 75                     | On Call Animal Control Officer   |
| <b>Building Department</b>    |                              |                        |  |
| 2020 Ford F-150               | Eddie Harper                 | 40                     | Building Official is on call 24/7 for emergency purposes. We are required to approve entry into any structures that may be damaged due to storms, fires and accidents at all hours. The Building official also attends after hours meetings with various organizations in all areas of the County, i.e. (Home Builders and Realtor associations). Duties also include being available at four offices located in Foley, Robertsdale, Fairhope, and Bay Minette. Building Official will also serve as back up inspector for all four offices as needed. |
| 2017 Ford F-150               | Frederick "Freddy"<br>Holman | 12                     | The Building Department has implemented online permit inspection software which can be accessed via any mobile device. Inspectors are able to view daily inspection assignments, construction plans, and complete inspections from their iPads. Direct from home allows a timelier response to job sites especially since most inspectors live in the inspection territories they are assigned to.   |
| 2019 Ford F-150               | Murray Authement             | 20                     | Same as Above  |
| 2017 Ford F-150               | Ashley Anderson              | 54                     | Same as Above  |
| 2022 Ford F-150               | Christopher "Jason" Byrd     | 30                     | Same as Above  |
| 2022 Ford F-150               | William "Lee" Angle          | 40                     | Same as Above  |
| 2020 Ford F-150               | Michael "Dalton" Hart        | 12                     | Same as Above  |
| 2016 Ford F-150               | George Fralic                | 20                     | Same as Above  |
| 2022 Ford F-150               | Michael Morris               | 22                     | Same as Above  |
| Building Maintenance          |                              |                        |  |
| 2018 Ford F-150               | Junius Long                  | 5                      | Must respond to after hours call-outs.   |
| EMA                           |                              |                        |  |
| 2015 Chevrolet Tahoe          | Zachary Hood                 | 30                     | Allows a more timely response to schedule events during and after regular business hours, as well as traveling to any location in the County during an emergency.  |
| 2014 Ford Expedition          | Michael Purner               | 14                     | Mike functions as Call of Duty Officer one week each month and also is subject to 24/7 call out per job description. It is imperative to reduce the amount of response time to command scene, have the appropriate equipment available and ready, and may require transportation of available resources to pick up in one location of the county for delivery to another location within the county. The objective is to have 3 different county EMA assets staged and ready at various locations within the County when EMA is dispatched.            |

| Vehicle Description            | Employee         | Round Trip (Estimated) | Reason for Need to Drive Vehicle Home  |
|--------------------------------|------------------|------------------------|--|
| Any / All EMA Vehicles, as     | Tom Tyler        | 31                     | For use only when on call  |
| available                      |                  |                        |  |
| Any / All EMA Vehicles, as     | Vernon Dandridge | 24                     | For use only when on call  |
| available                      | D 0 '''          |                        |  |
| Any / All EMA Vehicles, as     | Danon Smith      | 20                     | For use only when on call  |
| available                      |                  |                        |  |
| Highway<br>2015 Ford F-150 4x4 | Joey Nunnally    | 24                     | Direct from home allows a more timely response to afterhours call out in a reliable, available |
| 2015 Fold F-150 4X4            | Joey Numally     | 24                     | County vehicle that can transverse rough terrain as is often necessary, and that has           |
|                                |                  |                        | appropriate items needed-subject to call out for a variety of matters, such as employee        |
|                                |                  |                        | accident, the weather affecting a road/bridge etcCounty vehicle has County Highway             |
|                                |                  |                        | Department radio for sometimes critically important communication. Also used for after         |
|                                |                  |                        | hour weekend appointments.   |
| 2016 Ford F-150 4x4            | Frank Lundy      | 54                     | Same as Above  |
| 2021 Ford F-150 Crew Cab 4x4   | Orie King        | 14                     | Same as Above  |
| 2019 Ford Explorer             | Tate Chalfant    | 24                     | Same as Above  |
| 2018 Ford F-150 Crew Cab 4x4   | Randy Black      | 20                     | Same as Above  |
| 2021 Ford F-150 Crew Cab 4x4   | Adam Harville    | 110                    | Same as Above  |
| 2019 Ford F-150 Crew Cab 4x4   | Kevin Carroll    | 46                     | Same as Above  |
| 2018 Ford F-150 Crew Cab 4x4   | Pete Peterson    | 38                     | Same as Above  |
| 2019 Ford F-150 Crew Cab 4x4   | Tyler Mitchell   | 35                     | Same as Above  |
| 2021 Ford F-150 Crew Cab 4x4   | Dustin Thweatt   | 15                     | Same as Above  |
| 2022 Ford F-150 Crew Cab       | Forrest Davis    | 13                     | Same as Above  |
| 2021 Ford F-150 Crew Cab 4x4   | Jeromey Parks    | 13                     | Same as Above  |
| 2021 Ford F-150 Crew Cab 4x4   | Jeremy Ringler   | 32                     | Same as Above  |
| Parks                          |                  |                        |  |
| 2019 Ford F-150 Crew Cab 4x4   | Madison Steele   | 68                     | Direct from home allows a more timely response to afterhours call out in a reliable, available |
|                                |                  |                        | County vehicle that can transverse rough terrain as is often necessary, and that has           |
|                                |                  |                        | appropriate items needed-subject to call out for a variety of matters, such as employee        |
|                                |                  |                        | accident, the weather affecting a road/bridge etc.   |
| Planning                       |                  |                        |  |
| 2015 Ford F-150                | Vincent Ramer    | 40                     | The Planning and Zoning Department utilized online complaint software which can be             |
|                                |                  |                        | accessed via any mobile device. Code enforcement offices will be able to view their daily      |
|                                |                  |                        | inspection assignments and relevant zoning details from their iPads. Direct from home          |
|                                |                  |                        | allows a more timely response to complaint sites.  |
| Solid Waste                    |                  |                        |  |
|                                |                  |                        |  |

| Vehicle Description      | Employee         | Round Trip (Estimated) | Reason for Need to Drive Vehicle Home   |
|--------------------------|------------------|------------------------|---|
| 2017 Chevy Silverado     | Jimmy Shiver     | 18                     | A take home County vehicle allows timely response to afterhours call-out in a reliable available vehicle that can traverse through rough terrain and carries appropriate tools. Call-outs sometimes occur on weekends or holidays and the vehicle makes it possible to get to any maintenance emergency quickly. Mr. Shiver is the supervisor for the Bay Minette Transfer Station and responds to all Transfer Station emergencies and security issues.  |
| 2021 Chevy Silverado     | Johnathan Bryars | 16                     | A take home County vehicle allows timely response to afterhours call-out in a reliable available vehicle that can traverse through rough terrain and carries appropriate tools. Call-outs sometimes occur on weekends or holidays and the vehicle makes it possible to get to any maintenance emergency quickly. Mr. Bryars is the Assistant Collections Supervisor and responds to all collection emergencies throughout the County and stays for repairs if any garbage truck breaks down.  |
| 2021 Chevy Silverado     | Brian Philyaw    | 18                     | A take home County vehicle allows timely response to afterhours call-out in a reliable available vehicle that can traverse through rough terrain and carries appropriate tools. Call-outs sometimes occur on weekends or holidays and the vehicle makes it possible to get to any maintenance emergency quickly. Mr. Philyaw is the Assistant Collections Supervisor and responds to all collection emergencies throughout the County and stays for repairs if any garbage truck breaks down.   |
| 2016 Ford F-250          | JT Qualls        | 45                     | A take home County vehicle allows timely response to afterhours call-out in a reliable available vehicle that can traverse through rough terrain and carries appropriate tool. Call-outs sometimes occur on weekends or holidays and the vehicle makes it possible to get to any maintenance emergency quickly. Mr. Qualls is a first responder for Magnolia Landfill emergencies and security issues. He is also responsible for Magnolia Landfill's Methane Gas System that has to be maintained in an operating capacity at all times.     |
| 2020 Ford F-150          | David Deyton     | 25                     | A take home County vehicle allows timely response to afterhours call-out in a reliable available vehicle that can traverse through rough terrain and carries appropriate tool. Call-outs sometimes occur on weekends or holidays and the vehicle makes it possible to get to any maintenance emergency quickly. Mr. Deyton is a Landfill Supervisor for Magnolia Landfill emergencies and security issues. He is also responsible for Magnolia Landfill's Methane Gas System that has to be maintained in an operating capacity at all times. |
| 2015 Chevrolet Silverado | Robby Stanford   | 12                     | A take home County vehicle allows timely response to afterhours call-out in a reliable available vehicle that can traverse through rough terrain and carries appropriate tool. Call-outs sometimes occur on weekends or holidays and the vehicle makes it possible to get to any maintenance emergency quickly. Mr. Stanford is the Master Mechanic and is responsible for all solid waste equipment and/or facility emergencies throughout the County and stays for repairs if any equipment and/or fleet breaks down.                       |

| County Commission    |                       |                        |   |
|----------------------|-----------------------|------------------------|---|
| Vehicle Description  | Employee              | Round Trip (Estimated) | Reason for Need to Drive Vehicle Home   |
| 2018 Chevy Silverado | Charlie Stanford      | 10                     | A take home County vehicle allows timely response to afterhours call-out in a reliable available vehicle that can traverse through rough terrain and carries appropriate tool. Call-outs sometimes occur on weekends or holidays and the vehicle makes it possible to any maintenance emergency quickly. Mr. Stanford is the Collections Supervisor and responds to all collection emergencies throughout the County and stays for repairs if any garbage truck breaks down.                                |
| 2017 Chevy Silverado | Randall Aaron         | 25                     | A take home County vehicle allows timely response to afterhours call-out in a reliable available vehicle that can traverse through rough terrain and carries appropriate tool. Call-outs sometimes occur on weekends or holidays and the vehicle makes it possible to any maintenance emergency quickly. Mr. Aaron is the Collections Supervisor and responds to all collection emergencies throughout the County and stays for repairs if any garbage truck breaks down.                                   |
| 2020 Chevy Silverado | Wesley Pate           | 46                     | A take home County vehicle allows timely response to afterhours call-out in a reliable available vehicle that can traverse through rough terrain and carries appropriate tools. Call-outs sometimes occur on weekends or holidays and the vehicle makes it possible to get to any maintenance emergency quickly. Mr. Pate is a Landfill Gas Technician for Magnolia Landfill and is responsible for Magnolia Landfill's Methane Gas System that has to be maintained in an operating capacity at all times. |
| 2018 Chevy Silverado | Ed Fox                | 26                     | Mr. Fox is the Development & Environmental Assistant Director. A take home vehicle allows a timely response to Solid Waste situations that could arise day or night.  |
| 2020 Chevy Tahoe     | Terri Graham          | 5                      | Ms. Graham is the Development & Environmental Director. A take home vehicle allows a timely response to Solid Waste situations that could arise day or night.   |
| Elected Officials    |                       |                        |   |
| Department:          | Vehicles Driven Home: | Vehicle Description:   | Employee:   |
| County Commissioners | 3                     | 2015 Ford F-150 4X4    | Commissioner Charles Gruber   |
| ,                    |                       | 2020 Chevy Tahoe       | Commissioner Billie Jo Underwood  |
|                      |                       | 2022 Ford F-150 4x4    | Commissioner Matt McKenzie  |
| Coroner's Office     | 2                     | 2015 Ford F-150 4X4    | Coroner Brian Pierce  |
|                      | _                     | 2022 Ford F-150 4x4    | Chief Deputy Coroner Troy Dyess   |
| Probate Office       | 2                     | 2020 Ford Expedition   | Judge Harry D'Olive   |
|                      |                       | 2012 Chevy Tahoe       | Dean Mott Chief Clerk   |
|                      |                       |                        |   |
| L                    |                       |                        | 1   |

# County Take Home Vehicle List - December 2022

**County Commission** 

| Vehicle Description      | Employee                  | Round Trip (Estimated) | Reason for Need to Drive Vehicle Home |
|--------------------------|---------------------------|------------------------|---------------------------------------|
| Sheriff                  |                           |                        |                                       |
| Sherriff Office          | 167                       |                        |                                       |
|                          |                           |                        |                                       |
|                          |                           |                        |                                       |
|                          |                           |                        |                                       |
|                          |                           |                        |                                       |
|                          |                           |                        |                                       |
|                          |                           |                        |                                       |
| Complete Total Number of | Vehicles Driven Home: 219 |                        |                                       |



# **Baldwin County Commission**

### **Agenda Action Form**

File #: 23-0210, Version: 1 Item #: CA8

Meeting Type: BCC Regular Meeting

**Meeting Date:** 12/5/2022

Item Status: New

From: Ronald J. Cink, Budget Director/Interim County Administrator

Submitted by: Anu Gary, Administrative Services Manager

### ITEM TITLE

Resolution #2023-025 and Funding Agreement with ADCNR Forever Wild Land Trust

### STAFF RECOMMENDATION

Take the following actions:

- 1) Adopt Resolution #2023-025 authorizing the execution of an agreement with the Alabama Forever Wild Land Trust (FWLT); and
- 2) Approve a Memorandum of Understanding between the Alabama Forever Wild Land Trust and the Baldwin County Commission for the FWLT to make an annual payment of \$1.60 per acre, beginning with FWLT's Fiscal Year 2023, to each county where FWLT owns land, upon the execution of this Agreement and receipt of required documentation as specified in the MOU.

This Agreement shall become effective upon execution by both Parties and shall remain and continue in full force and effect until September 30, 2032, contingent upon the legal availability of funds, unless and until terminated in writing by either Party with advance written notice of 90 days to the other Party.

### BACKGROUND INFORMATION

**Background:** Staff received correspondence from ADCNR on November 1, 2022 (attached) requesting the County to approve a Memorandum of Understanding with the Alabama Forever Wild Land Trust for the FWLT to make an annual payment of \$1.60 per acre, beginning with FWLT's Fiscal Year 2023, to each county where FWLT owns land.

According to the ADCNR State Lands Division, FWLT owns 48,774. 7 acres in Baldwin County, which represents a payment of \$78,039.52 for fiscal year 2023.

Previous Commission action/date: N/A

### FINANCIAL IMPACT

Total cost of recommendation: Incoming revenue in the amount of \$78,039.52 for Fiscal Year

2023.

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, County Attorney and ACCA review necessary.

Reviewed/approved by: Review and approved by Brad Hicks, County Attorney 11/03/2022 akg

Reviewed and approved by ACCA 11/04/2022 - The language in the proposed agreement ensures that the funding is not considered the payment of property tax or a payment in lieu of property taxes. This money does not represent a property tax payment, but is described in the resolution as a "reasonable fee" paid to the county commission to accomplish the goals of Forever Wild, "including, but not limited to, the support, promotion, protection and conservation of such lands within the county." In the resolution, the payment is also referred to as "reasonable compensation to applicable counties." At this time, ACCA sees no reason why the county commission should not accept these funds.

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 - First invoice must be submitted to ADCNR by December 30, 2022 to receive the FY2023 payment.

**Individual(s) responsible for follow up:** Administration Department and Finance/Accounting Department

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

<u>Administration</u>: Have the correspondence, resolution and agreement executed and forward documents to Finance and Accounting.

### Finance and Accounting:

- 1) Register as a vendor in the State of Alabama Accounting and Resource System (STAARS).
- 2) Generate and submit an invoice on official county letterhead, dated in the same fiscal year as the requested transfer of funds.
- 3) Include A W-9 Form.
- 4) For its first payment (Fiscal Year 2023), the County Commission must submit the documentation to ADCNR by December 30, 2022.
- 5) All documentation must be mailed or delivered by overnight courier to the attention of:

Patricia P. McCurdy, State Lands Director Alabama Department of Conservation and Natural Resources 64 North Union Street, Room 464 Montgomery, Alabama 36130

Cc:

Ron Cink Cian Harrison Eva Cutsinger Christie Bezoari

Additional instructions/notes: N/A

# STATE OF ALABAMA ) MONTGOMERY COUNTY )

#### MEMORANDUM OF UNDERSTANDING

# MEMORANDUM OF UNDERSTANDING between THE ALABAMA FOREVER WILD LAND TRUST and THE COUNTY COMMISSION

This Memorandum of Understanding ('Agreement") is made by and between the ALABAMA TRUST FUND FOR THE STATE OF ALABAMA (pursuant to Amendment 543 to the Alabama Constitution of 1901), acting by and through the ALABAMA FOREVER WILD LAND TRUST (Forever Wild), hereinafter called the "FWLT," through its Board of Trustees, and the \_\_\_\_\_\_County Commission, hereinafter called the "COMMISSION." The FWLT and the COMMISSION are hereinafter collectively referred to as the "Parties." This Agreement is as follows:

#### I. PURPOSE AND SCOPE.

WHEREAS, Amendment 543 of the Alabama Constitution of 1901 creates the Forever Wild Land Trust (FWLT) for the purpose of identifying, acquiring, managing, protecting and preserving natural lands and waters that are of environmental or recreational importance for the benefit of future generations; and

WHEREAS, Amendment 543 declares that the promotion of proper balance between population growth, economic development, environmental protection, and ecological diversity is an express policy of the State of Alabama; and

WHEREAS, the Board of Trustees for the Alabama Forever Wild Land Trust pursuant to Amendment 543 governs the FWLT; and

WHEREAS, the Board of Trustees is authorized at its discretion to cooperate and contract with local governments to accomplish the purposes and goals of Amendment 543, including to effect payment of reasonable fees or expenses in connection with such cooperation efforts; and

WHEREAS, the Board of Trustees, as the fiduciary for the FWLT, wishes to cooperate with counties in which FWLT owns land by paying a reasonable fee to accomplish the purposes and goals of Amendment 543, including, but not limited to, the support, promotion, protection, and conservation of such lands within the county; and

WHEREAS, in its public meeting of May 5, 2022, the Board of Trustees considered whether to provide reasonable compensation to applicable counties, the calculation of which would be fair but would not create an undue administrative burden on FWLT; and

WHEREAS, such cooperative efforts between the FWLT and the county commissions for the counties in which the FWLT owns lands will ensure a proper balance between the need for continued economic development and the stewardship of the FWLT by facilitating the continued acquisition and conservation of land for future generations of Alabamians; and

WHEREAS, in its public meeting of May 5, 2022, the Board of Trustees voted and approved to make an annual payment from the FWLT available to local county governments where lands owned by FWLT are located;

NOW THEREFORE MUTUALLY AGREED, that in consideration of the mutual covenants and promises referred to herein, and in further consideration of the execution of the Agreement by the PARTIES hereto, and for all other good and valuable consideration, the receipt of which is specifically and directly acknowledged by both Parties, the FWLT and the COMMISSION agree as follows:

#### II. PARTIES' RESPONSIBILITIES.

- 1. The <u>COMMISSION</u> agrees to the following:
  - (a) Adopt the Resolution attached hereto as Exhibit A approving this Agreement and authorizing its Chairperson or due designee to execute same.
  - (b) Register as a vendor in the State of Alabama Accounting and Resource System (STAARS) prior to the submission of an invoice.
  - (c) Timely submit to the Alabama Department of Conservation and Natural Resources (ADCNR):
    - i. The adopted Resolution.
    - ii. The executed Agreement.
    - iii. A completed Invoice for Payment in the amount assessed by the State Lands Division of ADCNR, the template for which is attached as Exhibit B hereto.
    - iv. A W-9 Form.
    - v. For its first payment (Fiscal Year 2023), the Commission must submit the documentation to ADCNR by December 30, 2022.
    - vi. For each subsequent fiscal year, the Commission must submit the documentation to ADCNR between October 1 and October 31.
  - (d) Promptly mail or send via overnight courier all documents to the attention of:

Patricia P. McCurdy, State Lands Director Alabama Department of Conservation and Natural Resources 64 North Union Street, Room 464 Montgomery, Alabama 36130

(e) Utilize the funds received from the FWLT in accordance with applicable laws.

### 2. The <u>FWLT</u> agrees to:

- (a) Make an annual payment of \$1.60 per acre, beginning with FWLT's Fiscal Year 2023, to each county where FWLT owns land, upon the execution of this Agreement and receipt of required documentation specified herein.
- (b) Conduct and provide to the respective counties, through the ADCNR State Lands Division, an annual calculation of the acreage owned by the FWLT in each participating county as of August 1 of each year.
- (c) Timely provide the counties the calculation of annual amounts due as assessed by the State Lands Division pursuant to this Agreement to facilitate submission by the Commission of its annual invoice pursuant to Paragraph 1(c)iii.

#### III. TERM AND TERMINATION.

1. This Agreement shall become effective upon execution by both Parties and shall remain and continue in full force and effect until <u>September 30, 2032</u> contingent upon the legal availability of funds, unless and until terminated in writing by either Party with advance written notice of 90 days to the other Party. This Agreement is subject to extension upon express written agreement of both Parties as allowed by law and subject to the continued legal availability of funds.

### IV. GENERAL TERMS.

- 1. <u>NON-ASSIGNABILITY:</u> This Agreement may not be assigned or otherwise transferred without the express written consent of the Parties.
- 2. <u>AUTHORITY TO EXECUTE:</u> The COMMISSION warrants that its designee has the lawful authority to execute the Agreement.
- 3. <u>AMENDMENT:</u> This Agreement may be altered, supplemented, amended, or modified as necessary with the express written consent of the Parties.
- 4. <u>AVAILABILITY OF FUNDS:</u> It is expressly understood and mutually agreed that any commitment of funds herein shall be contingent upon the receipt and legal availability of funds under the program for which this Agreement is awarded.
- 5. NOT A DEBT OF THE STATE: It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this contract shall contravene any statute or constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in the contract shall be deemed null and void.

- 6. <u>ALTERNATIVE DISPUTE RESOLUTION</u>: In the event of any dispute between the parties, senior officials of both Parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail, and the dispute involve the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.
- 7. <u>IMMIGRATION</u>: By signing this Agreement, the COMMISSION affirms, for the duration of the Agreement, that it 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, the COMMISSION, if 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.
- 8. <u>COMPLIANCE WITH LAWS</u>: The COMMISSION agrees to comply with all applicable laws, ordinances, regulations, and codes of the federal, state, and local governments in conducting activities pursuant to this Agreement.
- 9. <u>RELEASE</u>: The COMMISSION understands and agrees to release the FWLT, the Alabama Department of Conversation and Natural Resources, and related parties from liability and hereby waives its right to sue such entities regarding any and all claims resulting in economic loss or other damage as a result of or related in any way to the Agreement.
- 10. <u>SEVERABILITY</u>: Should any provision of this Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby, and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement.
- 11. <u>NO AGENCY</u>: The COMMISSION understands and agrees it in not an agent of the State of Alabama by virtue of this Agreement.
- 12. <u>RESERVATION OF RIGHTS</u>: Except as otherwise expressly provided in this Agreement, the FWLT expressly reserves any and all rights and remedies available to it.
- 13. <u>SUPERSEDES</u>: The PARTIES represent that this Agreement supersedes all proposal, oral and written, all previous contracts, agreements, negotiations, and all other communications between the Parties with respect to the subject matter hereof.
- 14. <u>BOYCOTT:</u> In compliance with Act 2016-312, the Commission hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the State can enjoy open trade.

| 15.   | NOT ENTITLED TO MERIT SYSTEM: Commission understands and agrees that it is not hereby entitled to any benefits of the Alabama State Merit System by virtue of this Agreement. |
|-------|---|
| exec  | IN WITNESS WHEREOF, the parties have caused this instrument to be uted on this the day of, 2022.  |
| ALAB  | AMA TRUST FUND FOR THE STATE OF ALABAMA (PURSUANT AMENDMENT 543 TO THE<br>AMA CONSTITUTION OF 1901)<br>LABAMA FOREVER WILD LAND TRUST   |
| Chris | topher M. Blankenship, Chairman   |
|       | TTY COMMISSION:<br>IS CHAIRPERSON   |
|       | (signature)   |
|       | , Chairperson   |
|       |   |

| STATE OF ALABAMA  | ) |
|-------------------|---|
| MONTGOMERY COUNTY | ) |

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Christopher M. Blankenship, whose name as Chairman of the Forever Wild Land Trust Board of Trustees and Commissioner of the DEPARTMENT of Conservation and Natural Resources of the State of Alabama, is signed to the foregoing instrument and who is known to me, acknowledge before me on this day that, being informed of the contents of the within instrument, he, as such Chairman and Commissioner and with full authority, executed the same voluntarily on the day the same bears date.

|       | Given under my hand and seal this the |             | _ day of |
|-------|---------------------------------------|-------------|----------|
| 2022. |                                       |             |          |
|       |                                       | Notary Publ | lic      |

| STAT   | E OF ALABA       |             |               | )<br>)     |            |           |         |         |      |      |
|--------|------------------|-------------|---------------|------------|------------|-----------|---------|---------|------|------|
|        | I, the unders    | signed au   | thority, a No | otary Pu   | blic in an | d for sai | d Stat  | e and   | Cou  | nty, |
| hereb  | y certify        | that        |               |            |            | w         | hose    | nan     | ne   | as   |
|        |                  |             | _ of          |            |            |           | is s    | signed  | to   | the  |
| forego | oing instrume    | nt and w    | ho is knowr   | n to me,   | acknowle   | edged be  | fore n  | ne on   | this | day  |
| that,  | being inform     | ed of the   | contents of   | of the w   | ithin ins  | trument,  | he/s    | he in   | his  | /her |
| capac  | ity as such of   | fficer and  | with full au  | athority ( | executed   | the same  | e volu: | ntarily | for  | and  |
| as the | e act of said en | ntity on th | ne day the sa | ame bear   | rs date.   |           |         |         |      |      |
|        | Given under      | my hand     | and seal th   | nis the _  |            | _ day of  |         |         |      | ,    |
| 2022.  |                  |             |               |            |            |           |         |         |      |      |
|        |                  |             |               | _          | Notary P   | ublic     |         |         |      |      |

| STATE OF ALABAMA )   |
|--|
| BALDWIN COUNTY )   |
|  |
| RESOLUTION #2023-025 OF THE BALDWIN COUNTY COMMISSION  |
| AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE FOREVER WILD LAND TRUST AND PROVIDING THAT CONTINUED FUNDING IS SUBJECT TO THE LEGAL AVAILABILITY OF FUNDS.   |
| <b>WHEREAS</b> , Amendment 543 of the Alabama Constitution of 1901 creates the Forever Wild Land Trust (FWLT) for the purpose of identifying, acquiring, managing, protecting and conserving natural lands and waters that are of environmental or recreational importance for the benefit of future generations; and  |
| <b>WHEREAS</b> , the Board of Trustees for the Alabama Forever Wild Land Trust governs the FWLT, and is authorized at its discretion to cooperate and contract with County Commissions to accomplish the purposes and goals of Amendment 543, including to effect payment of reasonable fees in connection with such cooperation efforts; and  |
| <b>WHEREAS</b> , the Board of Trustees, as the fiduciary for the FWLT, wishes to cooperate and enter into an agreement with each county in which FWLT owns acreage by paying, on an annual basis, a reasonable fee for the support, promotion, protection, and conservation of such lands within the county; and   |
| <b>WHEREAS</b> , the Baldwin County Commission recognizes that the proposed funding serves a valid and compelling public purpose; and  |
| <b>WHEREAS</b> , the Baldwin County Commission acknowledges that this proposed funding is subject to the legal availability of funds for this purpose in each fiscal year; and   |
| WHEREAS, the Baldwin County Commission agrees to participate in the funding opportunity and to comply with all terms and conditions of said Agreement, this Resolution, and related documents; and   |
| <b>NOW THEREFORE, BE IT RESOLVED</b> that the Baldwin County Commission specifically instructs and authorizes the Chairman of the Baldwin County Commission or his/her designee to enter into the Agreement with the FWLT, and further authorizes the Chairman of the County Commission or his/her designee to execute any and all documents deemed necessary to effectuate the transfer of funds. |
| <b>BE IT FURTHER RESOLVED</b> that a copy of this Resolution be duly reflected upon the minutes of the   |
| This Resolution is effective immediately upon adoption.  |
| Adopted this the day of, 2022.   |
|  |

Charles F. Gruber, Chairman

ATTEST:\_\_\_\_\_\_ Ronald J. Cink, Budget Director/ Interim County Administrator

### Exhibit B

### **Invoice Template**

[Place on County Commission Letterhead]

| <u>Invoice Number XXXX</u>  |
|---|
| [Please designate an invoice number consistent with your county's numbering scheme]   |
| November, 2022  |
| [For its first payment, the County Commission must submit the documentation to ADCNR by December 30, 2022. For the subsequent fiscal years, the County Commission must submit the documentation to ADCNR between October 1 and October 31.]   |
| Patricia P. McCurdy, State Lands Director<br>Alabama Department of Conservation and Natural Resources<br>64 North Union Street, Room 464<br>Montgomery, Alabama 36130   |
| Re: MOU between FWLT and the [insert county] County Commission  |
| Ms. McCurdy,  |
| As outlined in the Memorandum of Understanding between said County Commission and the Alabama Forever Wild Land Trust, we are requesting the annual payment of funds to the County in the amount of \$ This represents payment of \$1.60 per acre for property owned in County by the Alabama Forever Wild Land Trust (title held in the Alabama Trust Fund for the State of Alabama) as annually assessed by the Department of Conservation and Natural Resources' State Lands Division. |
| Sincerely,  |
| [Signed by Appropriate Authority]   |
| Attachment  |

[Attach copy of W-9 form and duly executed Resolution]



# STATE OF ALABAMA **DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES**

64 NORTH UNION STREET, SUITE 468 MONTGOMERY, ALABAMA 36130 (334) 242-3486 FAX (334) 242-3489

KAY IVEY GOVERNOR CHRISTOPHER M. BLANKENSHIP COMMISSIONER

> EDWARD F. POOLOS DEPUTY COMMISSIONER

October 31, 2022

VIA EMAIL:

Mr. Anu Gary

EMAIL: agary@baldwincountyal.gov

Re.: Proposed Funding Agreement with the Forever Wild Land Trust (FWLT)

Dear Baldwin County Administrator/Clerk:

On behalf of the Forever Wild Land Trust and as the Chairman of its Board of Trustees, I am pleased to inform you that the FWLT, at its discretion, has formally voted to extend a funding opportunity to each County Commission where FWLT owns land.

Please find attached hereto the proposed agreement reflecting FWLT's payment of a reasonable fee to applicable counties on an annual basis. Payments will begin with Fiscal Year 2023 (October 1, 2022 through September 30, 2023) upon your submission of the necessary documentation - with the caveat that funding is subject to the continued legal availability of funds. We are also including for your convenience a proposed Resolution authorizing the Agreement for your County Commission's consideration and formal approval as soon as practicable.

Finally, please see below the instructions from the Alabama Department of Conservation and Natural Resources State Lands Division in order to facilitate and streamline the payment process:

- Each County Commission must register as a vendor in the State of Alabama Accounting and Resource System (STAARS). If your County Commission is not a registered vendor in STAARS, please promptly register through the following link: https://vendors.alabama.gov. The STAARS helpdesk number is 334-353-9000 and email is Staars.support@finance.alabama.gov.
- 2. Each County Commission must generate and submit an invoice, dated in the same fiscal year as the requested transfer of funds. The invoice must be on your official letterhead, be dated, and exhibit a County generated identification/control number. For your convenience, a sample invoice for placement on your letterhead is attached to the Agreement as Exhibit B.
- 3. A W-9 Form.

- 4. For its first payment (Fiscal Year 2023), the County Commission must submit the documentation to ADCNR by December 30, 2022. For the subsequent fiscal years, the County Commission must submit the documentation to ADCNR between October 1 and October 31.
- All documentation must be mailed or delivered by overnight courier to the attention of: Patricia P. McCurdy, State Lands Director Alabama Department of Conservation and Natural Resources 64 North Union Street, Room 464 Montgomery, Alabama 36130

According to the ADCNR State Lands Division, FWLT owns 48774.7 acres in your county, which represents a payment of \$78,039.52 for fiscal year 2023.

Thank you for your valued role in conserving Alabama's natural lands and waters for the benefit of our future generations. We look forward to strengthening our partnership with your County Commission through this Agreement and appreciate your attention to this matter. Should you have any questions regarding these documents, please contact Charlanna Skaggs, General Counsel, or Juliana Dean, Deputy General Counsel, at 334-242-3165.

Sincerely,

Christopher M. Blankenship,

Commissioner of Alabama Department of Conservation and Natural Resources and

Chairman of the Board Forever Wild Land Trust

**Subject:** FW: Funding Agreements w/ Forever Wild Land Trust

From: ACCA <<u>sbrasfield@alabamacounties.org</u>> Sent: Wednesday, November 2, 2022 4:58 PM To: Ronald Cink <<u>RCink@baldwincountyal.gov</u>>

Subject: Funding Agreements w/ Forever Wild Land Trust

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



November 2, 2022

### **Resolution on Forever Wild Land Trust Payments**

By now those of you with Forever Wild lands in your county have received correspondence from the Alabama Department of Conservation and Natural Resources regarding payments as partial compensation for ad valorem taxes lost from these lands. The email includes several documents and a resolution for adoption by your county commission.

Although the Association was involved in the legislative actions that resulted in payments being made available, we did not see the documents before they were delivered to your county. For this reason, we would suggest that you withhold action until we can review the documents and provide our advice. The first payments will not be available until next fall, so a delay of a few days should not be a problem.

This initiative is a result of legislation introduced last session by Rep. Ben Robbins, who strongly advocated for counties to receive payments for the lost ad valorem taxes resulting from private lands being purchased by the Forever Wild Land Trust. Several Senators joined his effort and an agreement was reached on the last night of the legislative session.

If you have any questions or concerns, please let us know.



Association of County Commissions of Alabama
P.O. Box 5040, Montgomery, AL 36103
t: 334.263.7594 | f: 334.263.7678

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# **Baldwin County Commission**

### **Agenda Action Form**

File #: 23-0236, Version: 1 Item #: CA9

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 12/5/2022

Item Status: New

From: Ronald J. Cink, Budget Director

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

### **ITEM TITLE**

Resolution #2023-030 of the Baldwin County Commission - Act No. 90-449 (Fire Tax) - Crossroads Volunteer Fire Department - Approval of Use of Fire Tax Proceeds

### STAFF RECOMMENDATION

Take the following actions:

- 1) Adopt Resolution #2023-030 of the Baldwin County Commission which provides the Baldwin County Commission's required approval for the Crossroads Volunteer Fire Department to utilize its proceeds of taxes derived by Act. No. 90-449 as security for repayment of a loan not to exceed \$621, 546.00 (and the repayment of said loan's applicable interest) for the purchase of one (1) 1500-Gallon Rosenbauer Pumper fire truck complete with Rosenbauer chassis and custom cab truck at a cost of \$621,546.00; and
- 2) Authorize the Baldwin County Commission Chairman to execute any other necessary documentation related to the adoption of Resolution #2023-030, including any other assurances, certificates and financing documents or approvals to affect such approval and purchase of the above-described equipment.

This approval does not in any way constitute any financial involvement or obligation of the Baldwin County Commission.

### **BACKGROUND INFORMATION**

Previous Commission action/date: N/A

**Background:** The Baldwin County Commission received a written request (see Exhibit A to Resolution #2023-030) from Crossroads Volunteer Fire Department on November 15, 2022, requesting the Commission for approval for said entity to use its proceeds of taxes derived by Act No. 90-449 as security repayment of a loan not to exceed \$621,546.00 (and the repayment of said loan's applicable interest) for the purchase of one (1) 1500-Gallon Rosenbauer Pumper fire truck complete with Rosenbauer chassis and custom cab truck at a cost of \$621,546.00.

The Baldwin County Fire Chiefs' Association has approved the request by resolution as required (see Exhibit B to Resolution #2023-030).

BACKGROUND ON ACT NO. 90-449:

In 1990, Act No. 90-449 was adopted by the Alabama Legislature as a Local Act calling for a referendum election on the question of whether or not the qualified voters of Baldwin County desired to levy upon themselves a 1  $\frac{1}{2}$  mill tax on all property for the specific use by the fire departments in the county. The referendum election was held on June 26, 1990, whereby the qualified voters of the county voted in the majority to install the "fire tax."

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

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

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

"(b) Any exceptions to the above appending guidelines must be approved by the Baldwin County Fire Chiefs' Association and the Baldwin County Commission."

### FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

### LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?  $\ensuremath{\text{N/A}}$ 

Reviewed/approved by: N/A

Additional comments: N/A

### **ADVERTISING REQUIREMENTS**

Is advertising required for this recommendation? N/A

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

### **FOLLOW UP IMPLEMENTATION**

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

Individual(s) responsible for follow up: Commission Administration

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

Commission Administration - Letter and Resolution to:

Crossroads Volunteer Fire Department Chief John "Chip" Mays 41961 State Highway 225 Bay Minette, Alabama 36507

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

Additional instructions/notes: Upload resolution with exhibits to BCAP

| STATE OF ALABAMA  | ) |
|-------------------|---|
| COUNTY OF BALDWIN | ) |

### RESOLUTION # 2023-030 OF THE BALDWIN COUNTY COMMISSION

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

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

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

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

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

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

; and

WHEREAS, the Crossroads Volunteer Fire Department is duly incorporated under the laws of the State of Alabama and remains qualified to receive proceeds derived from Act No. 90-449 and, furthermore, has presented a written request (attached hereto as **Exhibit "A"**) for the consideration of the Baldwin County Commission to approve the utilization of its proceeds of said taxes as security for repayment of a loan not to exceed \$621,546.00 (and the repayment of said loan's applicable interest) for the purchase of one (1) 1500-Gallon Rosenbauer Pumper fire truck complete with Rosenbauer chassis and custom cab truck at a cost of \$621,546.00; and

WHEREAS, this honorable county governing body, pursuant to Act No. 90-449, has reviewed the aforementioned written request, as well as the accompanying instrument indicating

the required approval of the Baldwin County Fire Chiefs' Association related to the same (attached hereto as **Exhibit "B"**), and finds that such remains an exception to the spending guidelines set forth in said Act No. 90-449 and seeks to provide its approval to said spending exception; now therefore

BE IT RESOLVED BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, That the Crossroads Volunteer Fire Department is hereby authorized to use its proceeds of taxes derived by Act No. 90-449 as security for repayment of a loan not to exceed \$621,546.00 (and the repayment of said loan's applicable interest) for the purchase of one (1) 1500-Gallon Rosenbauer Pumper fire truck complete with Rosenbauer chassis and custom cab truck at a cost of \$621,546.00; and

FURTHER, BE IT RESOLVED, that this instrument, codified as *Resolution #2023-030* of the Baldwin County Commission, shall in no way obligate the Baldwin County Commission as to the loan sought by the Crossroads Volunteer Fire Department as hereinabove referenced, or any loan, sought or secured by the Crossroads Volunteer Fire Department.

DONE, under the Seal of Baldwin County, Alabama, as affixed on this the 5<sup>th</sup> day of December 2022.

NOV 3 0 2022



Crossroads Volunteer Fire Department

41961 State Hwy 225 Bay Minette, AL 36507

Emergency Dial: 911 Chief: John "Chip" Mays Cell # (251) 379-5015 Non-Emergency (251) 580-0090 Asst. Chief: Phil Williams Cell # (251) 709-0710

November 1, 2022

Baldwin County Commission 322 Courthouse Square Bay Minette, Alabama 36507

Dear Sirs:

Pursuant to Act No. 90-449 of the 1990 Legislature, Crossroads Volunteer Fire & Rescue Department, Inc. respectfully request your approval to borrow funds for the purchase of a new fire truck located at 41961 State Highway 225, Bay Minette, Alabama. The loan will be in the approximate amount of \$621,546.00.

On behalf of the Crossroads Volunteer Fire & Rescue Department and the Crossroads Community, we would like to thank you for your continued support and consideration in this matter.

John "Chip" Mays

Fire Chief

Phil Williams Assistant Chief

1



# Baldwin County Fire Chiefs' Association

established 1969

### RESOLUTION

NOV 15 2022 AS, Act No. 90-449 of the

KNOW ALL MEN BY THESE PRESENTS, THAT WHEREAS, Act No. 90-449 of the 1990 Legislature provides for a levy of a one and one-half mill tax on all property located in Baldwin County, Alabama, to be distributed among qualified fire departments in the county, and

WHEREAS, said Act provides as follows:

- "(a) Fire departments which participate in the distribution of the tax proceeds shall expend such funds only for the acquisition of fire trucks, fire stations, fire equipment communications, fire training, fire vehicle and station insurance, oil, gas, hydrants, utilities, and vehicle or station repair. Such funds shall not be used to pay salaries, purchase food and drink, or to hold fund raising projects."
- "(b) Any exception to the above spending guidelines must be approved by the Baldwin County Fire Chiefs' Association and the Baldwin County Commission."

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

NOW, THEREFORE, to be resolved by the Baldwin County Fire Chiefs' Association, that Baldwin County Fire Departments in good standing be, and is hereby, authorized to purchase the equipment and or properties set forth in said application and to pledge the proceeds from Act 90-449 for repayment of the same.

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

Approved in the regular monthly meeting on November 3<sup>rd</sup>, 2022 located at the 911Baldwin County Training Center, 23171 McAuliffe Drive, Robertsdale, AL 36567.



# Baldwin County Fire Chiefs' Association

established 1969



Crossroads Volunteer Fire Department

Approved to finance a total cost of \$621,546

For the purchase of a new fire truck.

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

ATTEST:

**BALDWIN COUNTY FIRE CHIEFS'** 

**ASSOCIATION** 

BY: Mesiclem

iv: Decreta



# **Baldwin County Commission**

### **Agenda Action Form**

Meeting Type: BCC Regular Meeting

**Meeting Date:** 12/5/2022

Item Status: New

**From:** Ron Cink, Budget Director / Interim County Administrator **Submitted by:** Michelle Howard, Commission Executive Assistant

### **ITEM TITLE**

Space Allocation in County Facilities - Fairhope Satellite Courthouse, Fairhope, Alabama

### STAFF RECOMMENDATION

Pursuant to the authority granted the Baldwin County Commission at §11-3-11 (a) (1) of the <u>Code of Alabama</u> 1975 and Section 6 of Act No. 239 (1931), as amended, and without limitation, adopt Resolution #2023-028 of the Baldwin County Commission, which designates one office space on the second floor of the Fairhope Satellite Courthouse to be occupied by GC HIDTA Board (Gulf Coast High Intensity Drug Trafficking Area Board) in and further, to authorize the space allocations and offices applicable to the Fairhope Satellite Courthouse, 1100 Fairhope Avenue, Fairhope, Alabama.

(Resolution #2023-028 repeals Resolution #2020-100, adopted by the Baldwin County Commission on July 7, 2020.)

### **BACKGROUND INFORMATION**

**Background:** On October 15, 2022, the Baldwin County Commission received a request from the Gulf Coast High Intensity Drug Trafficking Area Board for the use of one office space to provide operational space for coordination and logistical needs.

**Previous Commission action/date:** The last space allocation change for the Fairhope Satellite Courthouse in Fairhope was approved by Resolution #2020-100, adopted on July 7, 2020.

### FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

N/A

### **LEGAL IMPACT**

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

Reviewed/approved by: N/A

Additional comments: N/A

### **ADVERTISING REQUIREMENTS**

. .

Is advertising required for this recommendation? N/A

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

### **FOLLOW UP IMPLEMENTATION**

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

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

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

Don DeSalvo
AL/FL State Director
Gulf Coast HIDTA
desalvod@gchidta.org

Captain Clint Cadenhead Sheriff Hoss Mack Ron Cink Wanda Gautney Junius Long Chris Bulman Christel Watson Shannon Spivey Administration Staff

Additional instructions/notes: N/A

| STATE OF ALABAMA  | ) |
|-------------------|---|
| COUNTY OF BALDWIN | ) |

# RESOLUTION #2023-028 OF THE BALDWIN COUNTY COMMISSION

EXERCISING THE AUTHORITY PROVIDED IN §11-3-11 (a) (1) OF THE CODE OF ALABAMA 1975, AND SECTION 6 OF ACT NO. 239 (1931), AS AMENDED, TO AUTHORIZE, BY ORDER AS ENTERED UPON THE MINUTES OF THE AUGUST 21, 2018, REGULAR MEETING, THE LOCATION OF THE COURTS IN THE ROOMS OF THE BALDWIN COUNTY (FAIRHOPE) SATELLITE COURTHOUSE LOCATED IN THE CITY OF FAIRHOPE, ALABAMA, AND TO DESIGNATE THE ROOMS TO BE OCCUPIED BY THE DIFFERENT OFFICES LOCATED THEREIN; FURTHER, TO AUTHORIZE SPACE ALLOCATIONS AND OFFICES APPLICABLE TO THE BALDWIN COUNTY (FAIRHOPE) SATELLITE COURTHOUSE CAMPUS.

WHEREAS, §11-3-11 (a) (1) of the <u>Code of Alabama</u> 1975 provides, in pertinent part, that the Baldwin County Commission shall have authority to direct, control and maintain the property of the county as it may deem expedient according to law, and in this direction and control it has the sole power to locate the courts in the rooms of the courthouse and to designate the rooms to be occupied by the officers entitled to rooms therein, including the circuit judge if resident in the county, and to change the location of the courts and the designation of the rooms for officers as it may deem best and most expedient, and this shall be done by order of the county commission entered upon the minutes of the county commission at a regular meeting of the county commission; and

WHEREAS, further, Section 6 of Act No. 239 (1931), as amended, provides, in pertinent part, that the Baldwin County Commission shall have the duty, power, jurisdiction, authority and privilege to direct and control the property of Baldwin County, as it may deem expedient according to law, and in this direction and control it has the sole power to locate the courts in the rooms of the courthouse and to designate the rooms to be occupied by the different officers entitled to rooms therein, and to change the location of courts and designation of rooms for officers as it may deem best and most expedient; and this shall be done by order of the Commission entered upon its minutes at a regular term of the Commission.

COMES NOW, this honorable county governing body desiring, by this instrument, to update the designation of the location of the courts in the rooms of the Baldwin County (Fairhope) Satellite Courthouse; further, to update the designation of the rooms to be occupied by the offices located therein pursuant to the floor plan rendering of said Baldwin County (Fairhope) Satellite Courthouse and; further, to update the designation of the rooms to be occupied by the offices located in the Baldwin County (Fairhope) Satellite Courthouse Campus [i.e. adjoining the Baldwin County (Fairhope) Satellite Courthouse proper]; now therefore

BE IT RESOLVED AND ORDERED BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, That, pursuant to the authority granted the Baldwin County Commission in §11-3-11 (a) (1) of the <u>Code of Alabama</u> 1975 and Section 6 of Act No. 239 (1931), as amended, as referenced herein and without limitation, the Baldwin County Commission hereby, and by this instrument, deems it best and most expedient to locate the courts in the rooms of the **Baldwin County** (**Fairhope**) **Satellite Courthouse and Campus** as located 1100 Fairhope Avenue in Fairhope, Alabama, and designate the rooms to be occupied by the offices located therein as follows:

### **Courthouse First Floor**

See Exhibit A hereto

### **Courthouse Second Floor**

See Exhibit B hereto

### Fairhope Beige Brick Building

See Exhibit C hereto

### **Springer House**

See Exhibit D hereto

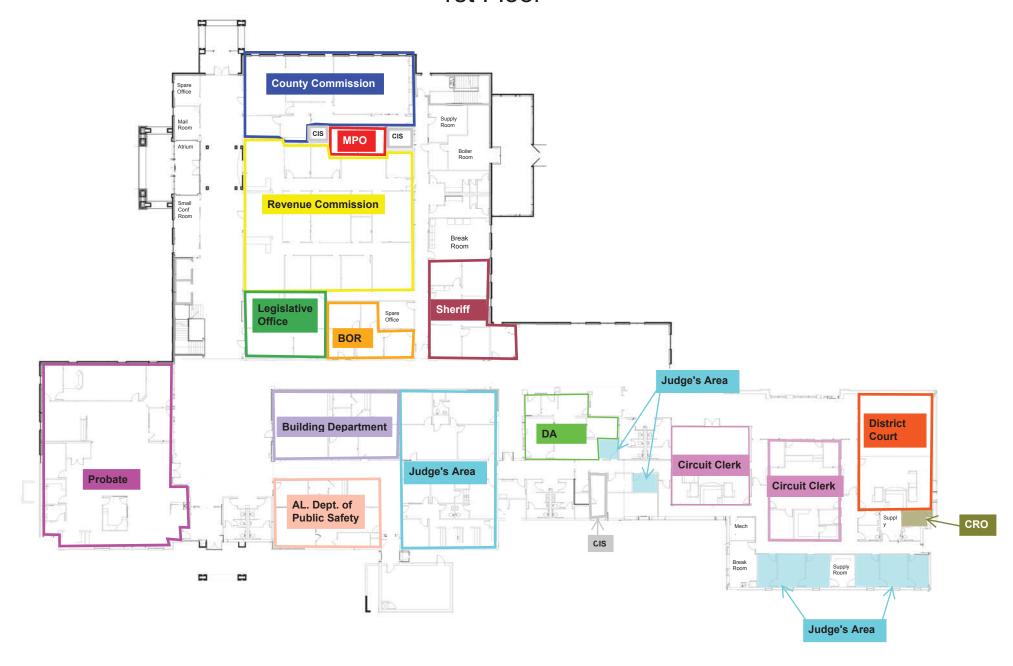
FURTHER, BE IT RESOLVED AND ORDERED, that this instrument, codified as *Resolution #2023-028 of the Baldwin County Commission*, be entered and spread upon the minutes of this December 5, 2022, regular meeting (term) of the Baldwin County Commission.

FURTHER, BE IT RESOLVED AND ORDERED, that *Resolution #2020-100* (adopted at the July 7,2020, regular meeting) is expressly repealed.

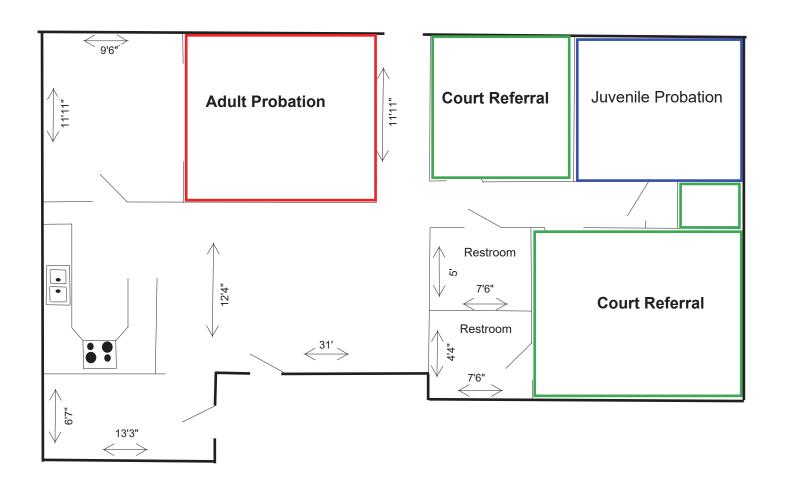
**DONE**, under the Seal of Baldwin County, Alabama, as affixed on this the 5th day of December 2022.

| ATTEST:                              | Commissioner Charles F. Gruber, Chairman |
|--------------------------------------|--|
|                                      |  |
|                                      |  |
| Ronald J. Cink,                      |  |
| Budge Director/ County Administrator |  |

# Fairhope Satellite Courthouse 1st Floor

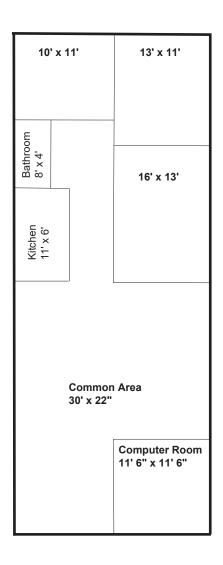


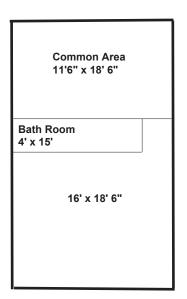
# Fairhope Tan Brick Building



# Springer House 20609 Bishop Road Fairhope

# **Currently Vacant**







# **Baldwin County Commission**

### **Agenda Action Form**

File #: 23-0240, Version: 1 Item #: CA11

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 12/5/2022

Item Status: New

From: Ronald J. Cink, Budget Director / Interim County Administrator

Submitted by: Anu Gary, Administrative Services Manager

### ITEM TITLE

Approval of Bonds Issued by The Educational Building Authority of the City of Fairhope, Alabama - St. Michael Catholic High School

### STAFF RECOMMENDATION

At the request of The Educational Building Authority of the City of Fairhope, Alabama - St. Michael Catholic High School (the Authority), authorize the Chairman to execute the Certificate of Baldwin County Commission related to the Authority's issuance of Revenue Bonds, Series 2022, for the use by St. Michael Catholic School to refinance the indebtedness incurred by the Authority for the benefit of the school to pay the costs of the educational facilities, library, technology center, dining halls, media center, recreational facilities, multi-purpose building, and parking facilities which constitute St. Michael Catholic High School located at 11732 Higbee Road within the jurisdiction of the Authority.

### **BACKGROUND INFORMATION**

**Background:** A request was received on November 16, 2022, from Maynard Cooper (see attached email) for the Commission to approve a "Certificate by the Baldwin County Commission," consisting of the approval by the local governmental unit (the Commission) of the location and nature of the financed project, which is required by Section 147 of the Internal Revenue Code, and applicable regulations, for the debt for the School to be issued at a tax-exempt rate.

<u>Note</u>: Paragraph 5 of the Certificate makes it clear that this Certificate will not have any impact on the borrowing capacity of the County and does not impose any liability upon the county.

The Commission approved the initial bonds issued by the Archdiocese of Mobile for St. Michael Catholic High School in 2015.

#### Previous Commission action/date:

<u>09/01/2015</u>, <u>BCC Regular Meeting</u> - The Commission adopted Resolution #2015-148 which approved the bonds issued by the Archdiocese of Mobile for St. Michael Catholic High School.

### FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

N/A

### **LEGAL IMPACT**

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

Reviewed/approved by: Approved by County Attorney, Brad Hicks 11/21/2022 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

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

Email notification of Commission action to:

Heyward Hosch hhosch@maynardcooper.com F. Grey Redditt, Jr. gredditt@maynardcooper.com

Place correspondence and original fully executed certificate in the mail to:

Heyward Hosch Maynard Cooper Gale 1901 Sixth Ave N, Suite 1700 Birmingham, Alabama 35203

Cc:

Cian Harrison

Ron Cink Brad Hicks

Additional instructions/notes: N/A

#### CERTIFICATE OF THE BALDWIN COUNTY COMMISSION

The undersigned hereby certify and declare as follows:

- 1. The undersigned are the duly elected, qualified and acting members of the Baldwin County Commission, as governing body of Baldwin County, Alabama.
- 2. Capitalized terms used herein without definition shall have the meaning assigned in the attached Legal Notice.
- 3. The undersigned have reviewed the information concerning the Project and the Revenue Bond set forth in the attached Legal Notice.
- 4. On behalf of Baldwin County, Alabama, the undersigned, acting as the Baldwin County Commission, consent to the refinancing of the Project by the Authority by the issuance of the Revenue Bond and to the location and nature of the Project, all in accordance with the proposals of the Authority in the attached Legal Notice.
- 5. This certificate is delivered in accordance with Section 147 of the Internal Revenue Code of 1986, as amended, and may be relied upon by the Authority and by bond counsel for the Authority (Maynard, Cooper & Gale, P.C.) The consent and approval of the Baldwin County Commission to the issuance of the Revenue Bond by the Authority is being given pursuant to, and solely for the purpose of, the provisions of Section 147(f) of the Internal Revenue Code of 1986, as amended, and 26 C.F.R. Section 1.147(f)-1, and this consent to and approval of the issuance of the Revenue Bond by the Authority cannot be construed as expressing any view whatsoever as to the feasibility of the financing. Such consent and approval has no impact on, and does not affect in any manner whatsoever, the borrowing capacity of Baldwin County, Alabama and shall never be taken to impose any liability of any kind whatsoever upon the undersigned as the individual members of the Baldwin County Commission or Baldwin County, Alabama.

This 5th day of December 2022.

| BALDWIN | COUNTY COMMISSION |  |
|---------|-------------------|--|
|         |                   |  |
|         | Member            |  |
|         |                   |  |
|         | Member            |  |
|         |                   |  |
|         | Member            |  |
|         |                   |  |
|         | Member            |  |

#### avvui.viai

## GULF C. AST MEDIA

PO Box 1677 • Sumter, SC 29150 GulfCoastMedia.com

The Courier, The Islander
The Onlooker & The Baldwin Times
Office: 251-943-2151 • Legals: 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 <a href="The Courier">The Courier</a>, The Islander, The Onlooker, & or The Baldwin Times in the issue/s of:

#### 11/02/2022

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.

April M. Perry, Legal Ad Representative

Amber Kimbler, Notary Public Baldwin County, Alabama

My commission expires April 11, 2026

AMBER KIMBLER
My Commission Expires
April 11, 2026

Sworn and subscribed to on 11/02/2022.

MAYNARD COOPER & GALE PC

Acct#: 983590 Ad#: 340439 St. Michael

Amount of Ad: \$153.26 Legal File# St. Michael LEGAL NOTICE OF PUBLIC HEARING Regarding St. Michael Catholic High School

The Educational Building Authority of the City of Fairhope, Alabama-St. Michael Catholic High School (the "Authority"), a public corporation incorporated and organized pursuant to Chapter 17 of Title 16 of the Code of Alabama 1975 (the "Authorizing Act"), hereby provides public notice that representatives of the Authority will conduct a public hearing in Fairhope City Hall at 161 North Section Street in the City of Fairhope, Alabama, Alabama (the "City"), at 3:00 p. m. on Monday, November 14, 2022, with respect to (i) the proposed issuance by the Authority pursuant to the Authorizing Act of a Revenue Bond, Series 2022 (the "Revenue Bond ") in the maximum principal amount of \$2,600,000 and (ii) the advance of the principal of the Revenue Bond to St. Michael Catholic High School, an Alabama nonprofit corporation (the "School"), for use by the School to refinance the indebtedness heretofore incurred by the Authority, pursuant to the Authorizing Act, for the benefit of the School to pay the costs of the educational facilities, library, technology center, dining halls, media center, recreational facilities, multi-purpose building, and parking facilities which constitute St. Michael Catholic High School located at 11732 Higbee Road within the jurisdiction of the Authority (the "Project"). The School shall, for the account of the Authority, make payments at such times and in such amounts as shall provide for the payment of the principal of and interest on the Revenue Bond in full when due. The issuance of the Revenue Bond will not constitute or create a pecuniary obligation (whether direct, indirect, or contingent), or charge against the assets, credit, or funds of, the City of Fairhope, Alabama, Baldwin County, Alabama, the State of Alabama, or any other political subdivision or taxing authority of the State of Alabama. The public hearing will reprovide an opportunity for all interested persons to express their views, both orally and in writing, on the proposed issue of the Revenue Bond and with respect to the Project.

November 2, 2022

#### **Anu Gary**

Subject:

FW: Certificate of Baldwin Co. Commission for St. Michael Catholic High School

**Attachments:** 2015 Co. Comm. Approval (06644052x80C68).pdf; Certificate of the Baldwin County Commission

(06640141x80C68).pdf

From: Heyward Hosch < HHosch@maynardcooper.com >

Sent: Wednesday, November 16, 2022 11:41 AM

To: Brad Hicks < <a href="mailto:bhicks@stonecrosby.com">bhicks@stonecrosby.com</a>; F. Grey Redditt, Jr. < <a href="mailto:gredditt@maynardcooper.com">gredditt@maynardcooper.com</a>>

Subject: Certificate of Baldwin Co. Commission for St. Michael Catholic High School

Brad good morning; I hope this finds you well.

Thank you for your time last week in speaking to me about the St. Michael re-approval by the Commission.

For your review, attached are:

- 1. The original 2015 approval of the Commission; and
- 2. The requested 2022 approval of the Commission.

The approval consist of the approval by the local governmental units (in this case Fairhope and the Commission) of the location and nature of the financed project, and is required by Section 147 of the Internal Revenue Code, and applicable regulations, for the debt for the School to be issued at a tax-exempt rate.

The only action to be taken is the extension by Regions of the original debt for three years, but we are required to have the approval again, even though the School is in service.

You will note the Commission passed a resolution in 2015; a resolution is not required by federal tax law, but if the Commission prefers we can certainly convert to a resolution.

I am glad to discuss further at your convenience.

I look forward to hearing from you, and to hopefully having this matter behind us, soon.

**Best Regards** 

Heyward

#### **Heyward Hosch**

Shareholder | Public Finance P: 205.254.1855 | C: 205.586.6110 | F: 205.714.6392 hhosch@maynardcooper.com | V-card



ALABAMA | CALIFORNIA | FLORIDA | GEORGIA | IOWA | NEW YORK | TENNESSEE | TEXAS | WASHINGTON, D.C.







attachments to it. Thank you.

in A LexMundi Member

Confidentiality Notice - The information contained in this e-mail and any attachments to it is intended only for the named recipient and may be legally privileged and include confidential information. If you are not the intended recipient, be aware that any disclosure, distribution or copying of this e-mail or its attachments is prohibited. If you have received this e-mail in error, please notify the sender immediately of that fact by return e-mail and permanently delete the e-mail and any

| STATE OF ALABAMA  | ) |
|-------------------|---|
| COUNTY OF BALDWIN | ) |

## RESOLUTION #2015-148 OF THE BALDWIN COUNTY COMMISSION

RESOLUTION OF THE BALDWIN COUNTY COMMISSION FOR APPROVAL OF THE ISSUANCE OF A BOND BY THE EDUCATIONAL BUILDING AUTHORITY OF THE CITY OF FAIRHOPE, ALABAMA - ST. MICHAEL CATHOLIC HIGH SCHOOL

WHEREAS, The Educational Building Authority of the City of Fairhope, Alabama - St. Michael Catholic High School (the "Authority") was incorporated by the filing in the Office of the Judge of Probate of Baldwin County, Alabama of a Certificate of Incorporation on August 13, 2015; and

WHEREAS, on information and belief, representatives of the Authority conducted a public hearing on July 28, 2015 (the "Hearing") pursuant to public notice of the same attached hereto as Exhibit A (the "Notice"), with respect to the issuance of a certain revenue bond entitled "Special Project Revenue Bond (St. Michael Catholic High School Project) (the "Bond"): and

WHEREAS, the Bond will be issued for the purposes described in the Notice; and

WHEREAS, the Notice was published on July 10, 2015 in The Courier; and

WHEREAS, the provisions of the Internal Revenue Code of 1986, as amended, relating to the issuance of obligations such as the Bond require that the chief elected officer or the elected legislative body of the governmental unit approve the issuance of the bond after a public hearing following reasonable public notice; and

WHEREAS, the Baldwin County Commission is the elected legislative body of Baldwin County, Alabama; and

WHEREAS, we have carefully considered the nature of the transaction with respect to the issuance of the Bond as contemplated in the Hearing;

NOW THEREFORE, be it resolved by the Baldwin County Commission that:

1. The Commission does hereby consent to and approve the issuance by the Authority of the Bond in the principal amount not to exceed \$12,500,000 for the purposes of acquiring and constructing the Project referenced in the Notice, and to the location and nature of the Project, in accordance with the information in the Notice.

2. The approval is being given pursuant to, and solely for the purpose of, the provisions of the Internal Revenue Code of 1986 relating to the issuance of obligations such as these, and our consent and approval of the issuance of the Bond by the Authority should not be construed as expressing any view whatsoever as to the financial feasibility of the Authority, St. Michael Catholic High School, or the Most Rev. Thomas J. Rodi, Archbishop of Mobile, a corporation sole, or of the ability of any of such persons to make the payments due with respect to the Bond, and this resolution shall never be taken to impose any liability of any kind whatsoever upon the Baldwin County Commission or Baldwin County, Alabama. Furthermore, Baldwin County does not make any representations, warranties or pledges related to the Bond or any tax revenues, grants or funding related to the payment of the Bond.

Done, under the Seal of the County Commission of Baldwin County, Alabama, at the County Seat in Bay Minette, Alabama, on this 1<sup>st</sup> day of September, 2015.

CHARLES F. GRUBER, CHAIRMAN

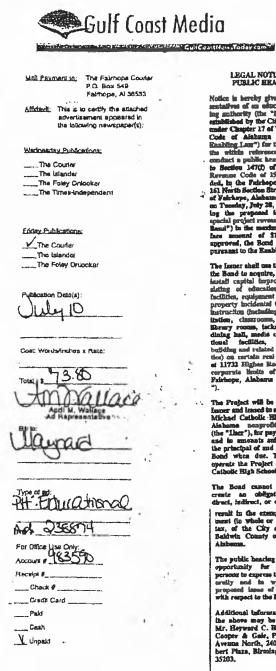
**Baldwin County Commission** 

ATTEST:

RONALD J. CINK

**Interim County Administrator** 

#### **EXHIBIT A** TO RESOLUTION 2015-148



y

Sworn to and subscribe before me.

AMBER KIMBLER

My Commission Expires
APRIL 10, 2018

PUBLIC HEARING

Notice is hereby given that representatives of an obrazilonal building antihority (the "lastest") to be established by the City of Fairbage under Clays of Fairbage under Chapter 17 of Tille 16 of the Code of Aishama 1973 (the "Ranking Law") for the insusance of the within referenced Boad will conduct in public learning pursuant to Section 147(f) of the Informal Revenue Code of 1996, an ancerted, in the Fairbage City Hall at 161 Newto Section Street in the City of Yashrape, Alabama at 9450 a.m. on Tuesday, July 28, 2915 concruling the prepared issuance of a spacial project revenue bond (the "Rank") in the mechanic suggregate has more more supported to the Small of the Sm

pursant to the Embling Law.

The Issuer shall use the proceeds of the Bond to acquire, construct and fastall capital keprovensents covaleting of educational buildings, facilities, equipment and personal property incidented to educational instruction (inchafaling, withheat limitation; classrooms, incharacteries, Ebrary rooms, fachashopy centary, dining hall, media center, recruitment facilities, multi-purpase building and related parking facilities) on certain real estate located at 11712 Highes Reed, within the corporate limits of the City of Fairhope, Alabarra (the "Project").

The Project will be owned by the Issuer and tensed to and used by \$1. Michael Catholic Right School, an Aishama amagnedic temperation (the "Liner"), for payments at these and in smeants sufficient to pay the principal of and interest on the Bond when due. The User will operate the Project as \$1. Michael Catholic High School.

The Boad cannot and will not create an obligation (whether direct, indirect, or contagent), or result in the exemption or abute-usuat (in whole or in part) of any tax, of the Cky of Fakrisape or Bakhwin County or the State of Akabassa.

The public hearing will provide an opportunity for all interested persons to express their views, both orally and he writing, on the proposed lasse of the Bond and with respect to the Project.

Additional information concerning the above may be obtained from hir, Heyward C. Hosch, Maysard, Cooper & Gole, P.C., 1901 Etrih Avenna North, 2406 Regionyflar-bert Plaza, Birnolagiam, Alabama 35203.



## **Baldwin County Commission**

### **Agenda Action Form**

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 12/5/2022

Item Status: New

From: Ronald J. Cink, Budget Director/Interim County Administrator

Submitted by: Anu Gary, Administrative Services Manager

#### **ITEM TITLE**

Absentee Election Duties Related to the Baldwin County Planning (Zoning) District 38 Zoning Election on December 13, 2022

#### STAFF RECOMMENDATION

Related to the Baldwin County Planning (Zoning) District 38 Zoning Election on December 13, 2022, take the following action:

Pursuant to Section 17-11-2 of the <u>Code of Alabama</u> (1975), recognize the performance at and designate the place / office where the Absentee Election Manager shall perform such public duties for the applicable absentee election time period recognized by state law for the December 13, 2022, Baldwin County Planning (Zoning) District 38 Zoning Election, as follows:

Place: Baldwin County (Main) Courthouse at the County Seat in Bay Minette

Office: Office of Circuit Clerk of the 28th Judicial Circuit

8:00 AM - 4:30 PM (Monday - Friday)

#### **BACKGROUND INFORMATION**

**Previous Commission action/date:** Dates of previous BCC actions taken related to this election are listed below.

#### **Background:**

Alabama Code Section 17-11-14 - Compensation of absentee election manager.

The county commission shall determine the amount of compensation to be paid to the absentee election manager for the performance of his or her duties with respect to absentee ballots for which his or her services are required during the 55-day period prior to the election, the day of the election, and the seven-day period following the election, with the total number of days worked not exceeding 46 days. Such compensation shall be at least fifty dollars (\$50.00) per day or the same pay as an inspector as authorized under Section 17-8-12.

#### PREVIOUS ACTION BY BCC ON PD 38 ZONING REFERENDUM:

<u>10/18/2022 - BCC Regular Meeting</u> - Make a part of the record the Order from Baldwin County Judge of Probate setting the date for the Planning (Zoning) District 38 election for December 13, 2022, to be held at Weeks Bay Reserve Auditorium, 11300 U.S. Hwy. 98, Fairhope, Alabama.

<u>06/07/2022 - BCC Regular Meeting</u> - 1) Accepted the notice of intent to form a Planning (Zoning) District and request a referendum for Planning and Zoning purposes for the proposed Planning District to be known as Planning (Zoning) District 38; and 2) Made a determination that it is not feasible to utilize the Voting Precinct boundaries of Precinct 50 as the proposed Planning (Zoning) District 38 boundary; and 3) Accepted the proposed Planning District 38 boundaries subject to a subsequent affirmative referendum vote pursuant Alabama Code §45-2-261.07.

<u>12/07/2021 - BCC Regular Meeting</u> - 1) Adopted Resolution #2022-172 which certifies the accuracy of the petition for the Proposed Planning (Zoning) District 38; and 2) Instructed the Judge of Probate to provide a Zoning Election for Proposed Planning (Zoning) District 38, to be held no later than December 20, 2022.

#### FINANCIAL IMPACT

**Total cost of recommendation:** \$150 per day worked not to exceed 46 days (Absentee Election Manager compensation) - \$6,900.00 maximum

Budget line item(s) to be used: 51910 Elections

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?

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, Finance / Accounting

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

Notification of Commission action (via email only) to: Brenda Ganey, Absentee Election Manager

CC:

Probate Judge Harry D'Olive, Jr.
Tammy Chance, Elections Coordinator
Sheriff Huey Hoss Mack
Matthew Brown, Planning Director
Cian Harrison, Clerk Treasurer
Eva Cutsinger, Chief Accountant
Christie Davis, Accounting Manager

Additional instructions/notes: N/A



#### **BALDWIN COUNTY COMMISSION**

| POLICY #2.10   |   |   |  |  |  |  |  |  |  |
|--|---|---|--|--|--|--|--|--|--|
| Subject Polling Place Hours / Poll Worker Compensation |   |   |  |  |  |  |  |  |  |
| Date Adopted   | February 4, 2020  |   |  |  |  |  |  |  |  |
| Agenda Item  | GA3   |   |  |  |  |  |  |  |  |
| Obsolete Versions                                      | December 15, 1992<br>June 10, 1998<br>February 19, 2008<br>September 21, 2010<br>February 7, 2012 | Minutes Book 12, pg. 358 Minutes Book 20, pg. 313 Minutes Page 26 Minutes Page 13 Agenda Item EA5 |  |  |  |  |  |  |  |

#### **POLICY STATEMENT**

This policy relates to the hours of operation for polling places as well as the provision of equivalent compensation for poll workers in Baldwin County, Alabama, for federal / state / statewide elections and special county elections; further, addressing compensatory issues for county employees, who work as a poll worker or with absentee balloting as part of their job responsibilities, in conformance with the *Baldwin County Commission Employee Handbook*.

#### A. THE HOURS OF OPERATION OF POLLING PLACES

In accordance with Section 17-9-6 of the <u>Code of Alabama 1975</u>, every polling place, in Baldwin County, Alabama, shall be open for voting at 7:00 A.M. and shall close at 7:00 P.M.

#### B. COMPENSATION OF POLL WORKERS – GENERAL INFORMATION

Section 45-2-111 of the Code of Alabama 1975 provides as follows:

Compensation - Poll workers.

In Baldwin County, each poll worker shall receive compensation payable out of the general fund of the county as set by the county commission from time to time. The compensation shall be in lieu of any and all prior or subsequent compensation provided by local law.

# B. (1) COMPENSATION OF POLL WORKERS FOR FEDERAL / STATE / STATEWIDE ELECTIONS FOR WHICH COUNTY EXPENSES ARE REIMBURSED BY THE STATE OF ALABAMA AS DEFINED IN CHAPTER 16, TITLE 17 OF THE CODE OF ALABAMA 1975

Under authority of Section 45-2-111 of the <u>Code of Alabama 1975</u> (Act No. 92-670, as amended by Act No. 2007-265), and only for federal / state / statewide elections for which county expenses are reimbursed by the State of Alabama as defined in Chapter 16, Title 17, of the <u>Code of Alabama 1975</u>, the Baldwin County Commission shall compensate poll workers as follows:

Precinct Inspector: One Hundred and Twenty-five Dollars (\$125) per day\*
Precinct Clerk I (Assistant to Inspector): One Hundred and Ten Dollars (\$110) per day\* (\*\*)
Precinct Clerk II (Other): One Hundred Dollars (\$100) per day\*

- \* Section 17-8-12 of the Code of Alabama 1975 requires, for federal / state / statewide elections, Precinct Inspectors to be compensated \$100 per day and Precinct Clerks to be compensated \$75 per day which this policy, at this subsection, is compliant. Further, Section 17-8-12 of the Code of Alabama 1975 provides that poll workers, for federal / state / statewide elections, also receive additional compensation of \$25 upon completion of a local election school or being certified as a qualified poll worker by the Probate Judge which, upon the foregoing being accomplished, provides total compensation for eligible Precinct Inspectors at \$150 per day, Precinct Clerk I (Assistant to Inspector) at \$135 per day and Precinct Clerk II (Other) at \$125 per day.
- (\*\*) This policy authorizes no more than twenty (20) total Precinct Clerk I (Assistant to Inspector) designations countywide for each election. A Precinct Clerk I (Assistant to Inspector) shall discharge duties as designated, and as determined necessary, by the Probate Judge of Baldwin County. It is the intent of this policy that a Precinct Clerk I (Assistant to Inspector) only be designated by the Probate Judge to aid a respective Precinct Inspector at a Polling Place with a large number of qualified electors necessitating aid to the respective Precinct Inspector.

# B. (2) COMPENSATION OF POLL WORKERS FOR SPECIAL BALDWIN COUNTY OR OTHER ELECTIONS HELD AT ANY TIME OTHER THAN AT THE TIME OF HOLDING FEDERAL / STATE / STATEWIDE ELECTIONS

Under authority of Section 45-2-111 of the Code of Alabama 1975 (Act No. 92-670, as amended by Act No. 2007-265), and only for special Baldwin County or other elections held at any time other than at the time of holding federal / state / statewide elections, the Baldwin County Commission shall compensate poll workers as follows:

Precinct Inspectors: One Hundred and Fifty Dollars (\$150) per day
Precinct Clerk I (Assistant to Inspector): One Hundred and Ten Dollars (\$135) per day (\*\*)
Precinct Clerk II (Other): One Hundred and Twenty-five Dollars (\$125) per day

(\*\*) This policy authorizes no more than twenty (20) total Precinct Clerk I (Assistant to Inspector) designations countywide for each election. A Precinct Clerk I (Assistant to Inspector) shall discharge duties as designated, and as determined necessary, by the Probate Judge of Baldwin County. It is the intent of this policy that a Precinct Clerk I (Assistant to Inspector) only be designated by the Probate Judge to aid a respective Precinct Inspector at a Polling Place with a large number of qualified electors necessitating aid to the respective Precinct Inspector.

#### C. <u>COUNTY EMPLOYEES</u>

In accordance with the *Baldwin County Commission Employee Handbook*, adopted by the Baldwin County Commission pursuant to Act No. 95-581, 1995 Regular Session of the Legislature of Alabama, as amended by Act No. 2005-159, 2005 Regular Session of the Legislature of Alabama, as amended by Act No. 2010-566, 2010 Regular Session of the Legislature of Alabama, a county employee who works as a poll worker or with absentee balloting as part of his or her job responsibilities as a county employee shall be paid for working the hours he or she is required to spend at the polls and shall be allowed to receive any additional fees allowed by law.

#### FORMS/ATTACHMENTS/EXHIBITS

- 1) Act No. 92-670
- 2) Act No. 2007-265 (Section 45-2-111 of the Code of Alabama 1975)
- 3) Section 17-8-12 of the Code of Alabama 1975
- 4) Baldwin County Commission Employee Handbook (see III. Employee Benefits. D. 2. Voting)

#### **RELATED POLICIES**

Baldwin County Commission Employee Handbook (see III. Employee Benefits. D. 2. Voting)

#### Act No. 92-670

#### $H.\ 92-Reps.\ Penry,\ McMıllan$

#### AN ACT

Relating to Baldwin County, providing further for the compensation of poll workers payable from the county general fund

Be It Enacted by the Legislature of Alabama:

Section 1. In Baldwin County each poll worker shall receive compensation in the amount of not more than one hundred dollars (\$100) per day nor less than fifty dollars (\$50) per day payable out of the general fund of the county as set by the county commission from time to time. The compensation shall be in lieu of any and all prior or subsequent compensation provided by law.

Section 2. All laws or parts of laws which conflict with this act are repealed.

**Section 3.** This act shall become effective immediately upon its passage and approval by the Governor, or upon its otherwise becoming a law.

Approved October 6, 1992

Time: 4:36 P.M.

## ACT No. 2007- 265



Page 0

| 1   |   |
|-----|---|
| 2   | ENROLLED, An Act,   |
| 3   | Relating to Baldwin County; amending Act No. 92-670           |
| . 4 | 1992 Second Special Session (Acts 1992, p. 50), providing for |
| 5   | the compensation of poll workers, to further provide for the  |
| 6   | compensation.   |
| 7   | BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:                  |
| 8   | Section 1. Section 1 of Act No. 92-670, 1992 Second           |
| 9   | Special Session (Acts 1992, p. 50), is amended to read as     |
| 10  | follows:  |
| 11  | "Section 1. In Baldwin County, each poll worker               |
| 12  | shall receive compensation payable out of the general fund of |
| 13  | the county as set by the county commission from time to time. |
| 14  | The compensation shall be in lieu of any and all prior or     |
| 15  | subsequent compensation provided by local law."               |
| 16  | Section 2. This act shall become effective                    |
| 17  | immediately following its passage and approval by the         |
| 18  | Governor, or its otherwise becoming law.                      |

Page 1

| 2                                   |                                       | Seath. / Small  |               |
|-------------------------------------|---------------------------------------|---|---------------|
| 4                                   | · · · · · · · · · · · · · · · · · · · | Speaker of the House of Repre   | esentatives   |
| 6                                   |                                       | President and Presiding Officer   | of the Senate |
| 7<br>8<br>9<br>10<br>11<br>12<br>13 | I<br>and was pass                     | House of Representatives<br>hereby certify that the within<br>sed by the House 12-APR-07.<br>Greg Pappas<br>Clerk |               |
| 14                                  |                                       |   |               |
| 15                                  |                                       |   |               |
| 16                                  | Senate                                | 29-MAY-07   | Passed        |
| 17                                  | 1                                     |   | * .           |

Alabama Secretary Of State

Page 2 Recv'd 06/06/07 01:58pmJJB

#### HISTORY

#### **Derivation of Section:**

This section is former Section 17-6-12, as amended and renumbered by Act 2006-570, § 41, effective January 1, 2007.

#### Amendment notes:

The 2006 amendment, effective January 1, 2007, substituted "inspector" for "returning officer", and substituted "precinct election officials present shall select one of their number to return the ballots to the county returning officer" for "inspectors or those acting as such

must appoint from the qualified electors one to serve during the election".

#### Disposition of Former Section:

Former Section 17-8-11 was amended and renumbered as Section 17-6-34 by Act 2006-570, § 33, effective January 1, 2007.

#### LIBRARY REFERENCES

#### American Digest System:

Elections ≈251.

#### Corpus Juris Secundum:

C.J.S. Elections § 229.

#### § 17-8-12. Compensation of election officials.

(a) The inspector and clerks shall each be entitled to base compensation of fifty dollars (\$50). The compensation of the election officials shall be paid as preferred claims, out of moneys in the county treasury not appropriated, on proper proof of service rendered. In all counties in which the compensation of election officials is prescribed by local law or general law of local application at an amount in excess of the amount prescribed, the compensation of the election officials shall not be decreased under this section and the county commission may increase the compensation so prescribed. In those counties in which compensation of election officials is set at an amount in excess of five dollars (\$50) per day, but less than fifty dollars (\$50) per day, the provision of the local law or general law of local application relative thereto is superseded and the compensation prescribed herein shall be the total compensation of election officials in the counties.

(b) In addition to the compensation provided in subsection (a), each clerk shall be entitled to supplemental compensation paid by the state to ensure that the total compensation paid to each shall be in an amount of at least seventy-five dollars (\$75) per day, and each inspector shall be entitled to supplemental compensation paid by the state in an amount that ensures that the total compensation of an inspector is at least one hundred dollars (\$100) per day. Upon completion of a local election school or being certified as a qualified poll worker by the probate judge, or both, each clerk and inspector shall be entitled to receive an additional twenty-five dollars (\$25) per day in compensation from the state. The increase provided for in this subsection shall not increase or decrease any salary supplement paid under a local law which is in effect on October 1, 2005. The provisions of this subsection shall only apply to those statewide elections for which county expenses are reimbursed by the state as defined in Chapter 16. The provisions of this subsection shall not apply to special county or other elections held at any time other than at the time of holding statewide elections. (Code 1876, § 290; Code 1886, § 386; Code 1896, § 1643; Code 1907, § 419; Code 1923, § 509; Code 1940, T. 17, § 198; Acts 1943, No. 311, p. 299; Acts 1947, No. 127, p. 38; Acts 1970, Ex. Sess., No. 30, p. 2652; Acts 1981, No. 81-674, p. 1099; Acts 1993, No. 93-639, p. 1095, § 1; Act 2000-671, p. 1338, § 1; Act

151 house to reduce ,

2006-327, p. 705, § 1; § 17-6-13; amended and renumbered by Act 2006-570, p. 1331, § 41.)

#### COMMENT

No substantive change. Precinct election officials are defined in § 17-1-2.

#### HISTORY

#### Derivation of Section:

This section is former Section 17-6-13, as amended and renumbered by Act 2006-570, § 41, effective January 1, 2007.

#### Amendment notes:

The 1993 amendment, effective May 13, 1993, in the first sentence, deleted "and" following "officer," substituted "\$50" for "\$25.00," and deleted "and the returning officer, in addition, to \$.25 a mile in going to the courthouse and returning to the place of holding the election" at the end of the sentence; deleted "otherwise" preceding "appropriated" in the second sentence; in the third sentence, deleted "However" preceding "prescribed," substituted "the election" for "such election," and deleted "hereby, but in those" following "decreased"; and in the last sentence, inserted "compensation of," deleted "compensation" following "officials," substituted "less than \$50" for "not as much as \$25.00," deleted "hereinabove" preceding "superseded," deleted "hereinabove" preceding "prescribed," and substituted "the counties" for "such counties."

The 2000 amendment, effective October 1,

The 2000 amendment, effective October 1, 2000, designated the existing provisions as subsection (a); and added subsection (b).

The 2006 amendments. — The 2006 amendment by Act 2006–327, effective April 11, 2006, in subsection (a) substituted "base compensation of fifty dollars (\$50). The compensation of the election officials" for \$50. The several claims", substituted "decreased under this section and the county commission may increase the compensation so prescribed. In those" for "increased or decreased. Those", substituted "fifty dollars (\$50)" for "\$5", substituted "fifty dollars (\$50)" for "\$50", and inserted "herein"; and in subsection (b), in the first sentence deleted ", inspection," following "officer", inserted "supplemental", deleted "election official" following (\$75) per day, and each inspector shall be entitled to supplemental compensation paid by the state in an amount that ensures that the total compensation of an inspector is at least one hundred dollars (\$100) per day" for "seventy dollars (\$70) per day", inserted the second sentence, in the third sentence substituted "2005" for "2000", in the fourth sentence de-

leted "and the on-site balloting days associated therewith" following "title", and in the final sentence substituted "to special" for "to: (1) Special" and deleted "elections; or (2) on-site balloting days associated with such special county or other elections, including municipal" following "statewide".

The 2006 amendment by Act 2006–570, effective January 1, 2007, in subsection (a) substituted "precinct election officials" for "returning officer, the inspectors, and clerks", a change which was not included in the section as harmonized by the Code Commissioner; and in subsection (b) substituted "precinct election official" for "returning officer, inspector, and clerk", which was likewise not included in the harmonized section, and substituted "Chapter 16" for "Chapter 21".

#### **Code Commissioner's Notes**

This section was affected by Act 2006–327 and Act 2006–570. Act 2006–570 is essentially a recodification of Title 17. Section 90 of Act 2006–570 provides:

"(a) The purpose of this act is to substantially revise the provisions of Title 17 of the Code of Alabama 1975, to modernize the language, to resolve ambiguities that have arisen from multiple enactments over the years, to incorporate judicial decisions and constructions of language, to incorporate administrative rules, and to make other technical changes to Title 17, all without making any substantive change in existing law.

"(b) To further the purpose of this act, any section of any act enacted at the 2006 Regular Session in substantive conflict with any provision of this act shall prevail over this act whether enacted before or after this act.

"(c) When codifying this act and acts of the 2006 Regular Session or any special session occurring before the 2007 Regular Session, the Code Commissioner shall place the provisions of other acts relating to the subject of this act within the structure of Title 17 as altered by this act. Actions taken by the Code Commissioner in complying with this requirement shall include, but not be limited to, placing a section that is amended and renumbered by this act into the code in the substantive form as amended by the other act but assigning it the code section number contained in this act and assigning a section number based on the numbering system contained in this act for any

section amended by another act that is repealed by this act."

Act 2006-570, effective January 1, 2007, revised this title and renumbered Section 17-6-13 as Section 17-8-12. Act 2006-570 generally amended the section to conform with the revised title, including changing references to returning officers, the inspectors, and clerks to precinct election officials; deleted language concerning on-site balloting days; and adjusted internal references. Act 2006-570 did not change language concerning the compensation of election officials.

Act 2006–327, effective April 11, 2006, described the \$50 payment as base compensation; specified that compensation shall not be decreased but may be increased by the county commission; increased supplemental compensation so that total compensation is at least \$75 per day for returning officers and clerks and \$100 per day for an inspector; provided for an additional \$25 per day payment upon completion of a local election school or certification as a qualified poll worker; and changed local law application date range from 2000 to 2005.

rial action was taken in order to conform this section with Section 17–8–1, which deletes references to the returning officer and provides that the inspector shall serve as returning officer for the voting place. These editorial changes result in compensation as specified in Act 2006–327 being provided in this section only to inspectors and clerks.

#### Disposition of Former Section:

Former Section 17-8-12 was repealed by Act 2006-570, § 89, effective January 1, 2007.

#### LIBRARY REFERENCES

American Digest System:

Elections ⇔53.

Corpus Juris Secundum:

C.J.S. Elections § 63.

#### CASENOTES

#### Priority of claims 1

#### 1. Priority of claims

The fact that election expense is an involuntary expense of county makes such expense a preferred claim against the county, taking precedence over general and voluntary obligations. Abrasley v. Jefferson County, 241 Ala. 660, 4 So.2d 153 (Ala.1941). Counties ≈ 207(1)

Cited in State ex rel. Austin v. Black, 224 Ala.200, 139 So. 431 (1932).

## § 17-8-13. Certain election officials excused from employment to perform election duties.

- (a) All laws to the contrary notwithstanding, any precinct election official appointed pursuant to Section 17–8–1 shall be excused from his or her employment without penalty of loss of time for election day only in order to perform the duties of the position to which he or she has been appointed. Proper documentation of the appointment and the dates of the required service shall be furnished to the employer by the appointee at least seven days before the expected absence from his or her employment.
- (b) This section shall not apply to any employee working for an employer with 25 or fewer employees or require an employer to compensate an employee while performing the duties as prescribed in subsection (a). (Act 2001–1130, 4th Sp. Sess., p. 1210, §§ 1, 2; Act 2002–412, p. 1038, §§ 1, 2; § 17–6–17; amended and renumbered by Act 2006–570, p. 1331, § 41.)

#### COMMENT

No substantive change. Precinct election official defined in § 17-1-2.

given, if February - May, two (2) personal leave days will be given, or June - September, one (1) personal leave day will be given.

These days can be taken for any personal reason. Personal leave days should be scheduled in full eight (8) hour segments as much in advance as possible. Partial days may not be used. These personal leave days must be taken between the first and last full pay period in the fiscal year. No employee will be permitted to carryover personal leave days to the following fiscal year.

Employees leaving employment with Baldwin County will be paid for any personal leave not taken. Employees may not borrow personal leave. Any full-time or probationary employee who is absent and who does not have any sick or annual leave available may take his or her personal leave days or leave without pay.

#### D. OTHER LEAVE WITH PAY

Employees may be authorized leave with pay for absences which are not counted as annual leave, sick leave or personal leave for any of the following reasons:

#### 1. Jury Duty

Leave will be granted an employee for jury duty. The employee must submit a work permit furnished by the court with time card. All fees paid by the court shall be retained by the employee. Jury duty will be considered as any other time worked.

#### 2. Voting

An employee who works as a poll worker or with absentee balloting as part of his or her job responsibilities as a County employee shall be paid for working the hours he or she is required to spend at the polls and shall be allowed to receive any additional fees allowed by law.

Employees will be encouraged to exercise his/her right to vote.

#### 3. Court Attendance

Attendance in court by law enforcement officers or other employees in an official capacity during their regularly scheduled work days shall not be considered as a civil/legal leave. Except where it would be contrary to law, the employee may retain any fees received in addition to his or her pay.



# STATE OF ALABAMA Department of Finance Office of the State Comptroller

100 North Union Street, Suite 220 Montgomery, Alabama 36130-2620 Telephone (334) 242-7050 Fax (334) 242-7466

www.comptroller.alabama.gov

Kay Ivey Governor

Clinton Carter Finance Director Kathleen D. Baxter, PhD, CGFM, CPM State Comptroller

March 26, 2018

#### MEMORANDUM

TO:

**ALL County Commissions** 

FROM:

Kathleen D. Baxter

State Comptroller

SUBJECT:

Compensation for Absentee Election Managers

This letter is to clarify the reimbursements due to the county for the Absentee Election Manager. Pursuant to Code of Alabama, Section 17-11-2, each county shall have an Absentee Election Manager to fulfill the duties assigned by the Code of Alabama. The Absentee Election Manager "shall be entitled to the same compensation for the performance of his or her duties as is provided in Section 17-11-14.

The discussion has been whether Absentee Election Managers are paid for holidays and weekends. This question was raised when reimbursement claims were being received for the election held December 12, 2017. The 45-day period prior to the election crossed Veteran's Day and the Thanksgiving holidays (Thursday, Friday and the weekend), and it was noticed that most of the counties submitted reimbursement claims for all those days over Thanksgiving.

After reviewing several Attorney General Opinions', it appeared that services must be performed to qualify for payment. My staff asked for clarification from our Legal team and it was returned that: "Absentee Election Managers should only be paid for days actually worked, up to a maximum of 45 days preceding an election and including election day. Holidays and weekends are excluded, unless the individual actually performed work on those days."

Since this was not understood by many counties, the State is reimbursing the counties for the days paid to Absentee Election Manager's for the December 12, 2017 election; however, on future claims the Absentee Election Manager should not be paid by the County unless work was performed, which includes work performed on holidays and weekends. For future elections, please submit a signed attendance record from the Absentee Election Manager to support the reimbursement for this cost. I have attached a sample document that may be used for this purpose. If you have any questions, please call or email Kim Butterbaugh at 334-242-7073, <a href="mailto:kimberly.butterbaugh@comptroller.alabama.gov">kimberly.butterbaugh@comptroller.alabama.gov</a>, or Pam Harris at 334-242-4225, pam.harris@comptroller.alabama.gov.

## \_\_\_\_(County)Absentee Election Manager ATTENDANCE REPORT

| MONTH/YEAR   |  |     |  |  |  |  |  |  |  |  |
|--|--|-----|--|--|--|--|--|--|--|--|
| 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18                                       | 8 19 20 21 22 23 24 25 26 27 28 29 30 31 TOTA              | L   |  |  |  |  |  |  |  |  |
| 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18                                       | 0 10 20 21 22 20 2. 20 2.                                  |     |  |  |  |  |  |  |  |  |
|  |  |     |  |  |  |  |  |  |  |  |
| MONTH/YEAR   |  |     |  |  |  |  |  |  |  |  |
|  | 18 19 20 21 22 23 24 25 26 27 28 29 30 31 TOTA             | VI. |  |  |  |  |  |  |  |  |
| 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18                                       | 18 19 20 21 22 23 24 25 26 27 28 29 30 31 TOTA             | (L  |  |  |  |  |  |  |  |  |
|  |  |     |  |  |  |  |  |  |  |  |
| MONTH/YEAR   |  |     |  |  |  |  |  |  |  |  |
| 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18                                       | 18 19 20 21 22 23 24 25 26 27 28 29 30 31 TOTA             | ٦L  |  |  |  |  |  |  |  |  |
| 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18                                       |  |     |  |  |  |  |  |  |  |  |
| Grand Total of Days Worked   |  |     |  |  |  |  |  |  |  |  |
|  |  |     |  |  |  |  |  |  |  |  |
| The above services were rendered in accordance with Section 17-11-14, Code of Alab | bama 1975, as amended.                                     |     |  |  |  |  |  |  |  |  |
|  |  |     |  |  |  |  |  |  |  |  |
| I, do hereby certify that the days indicated above were worked in the perf         | formance of my duties as Absentee Election Manager for the |     |  |  |  |  |  |  |  |  |
| election held  |  |     |  |  |  |  |  |  |  |  |
| \$125.00 per diem x total # days = Reimbursable Amount                             | Absentee Election Manager                                  |     |  |  |  |  |  |  |  |  |
|  | Print Name   |     |  |  |  |  |  |  |  |  |
| Original 3.26.2018   | Sign Name Date   |     |  |  |  |  |  |  |  |  |



## **Baldwin County Commission**

#### **Agenda Action Form**

File #: 23-0226, Version: 1 Item #: CA13

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 12/5/2022

Item Status: New

From: Ronald J. Cink, Budget Director/Interim County Administrator

Submitted by: Anu Gary, Administrative Services Manager

#### **ITEM TITLE**

Consideration for Rescheduling Certain Baldwin County Commission Meetings in 2023

#### STAFF RECOMMENDATION

Adopt Resolution #2023-029 which approves rescheduling the following:

- 1) The February 22, 2023, Work Session Meeting of the Baldwin County Commission is rescheduled to instead, be held and conducted on Wednesday, February 22, 2023, at 8:30 a.m., in the County Commission Meeting Chambers 2<sup>nd</sup> Floor in the Baldwin County Fairhope Satellite Courthouse as located at 1100 Fairhope Avenue, Fairhope, Alabama; and
- 2) The February 22, 2023, Regular Meeting of the Baldwin County Commission is rescheduled to instead, be held and conducted Wednesday, February 22, 2023, at 10:00 a.m., in the County Commission Meeting Chambers 2<sup>nd</sup> Floor in the Baldwin County Fairhope Satellite Courthouse as located at 1100 Fairhope Avenue, Fairhope, Alabama.

#### BACKGROUND INFORMATION

**Background:** Staff recommendations #1 and #2 are to correct action taken on November 16, 2022, for the February 22, 2023 Work Session and Regular Meetings which were inadvertently rescheduled to be held in Bay Minette, to instead, be held in Fairhope, which is customary for the second meeting cycle of the month.

Previous Commission action/date: 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: Time Sensitive - See below.

Individual(s) responsible for follow up: Administration

Send Public Notice to Media/BCC Contacts
Upload Notice to county website
Post Notices at courthouse and facilities

Update Legistar calendar/Insite online meetings calendar

Update Upload Log

Update 4BCC Outlook Calendar and resend invites

Upload fully executed Resolution to BCAP

#### Notify:

- 1) CIS staff for audio/video (email, need confirmation)
- 2) Facility Coordinator for meeting rooms if necessary

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 #2023-029 OF THE BALDWIN COUNTY COMMISSION

#### RESCHEDULING CERTAIN BALDWIN COUNTY COMMISSION MEETINGS IN 2023

COMES NOW, the Baldwin County Commission desiring to reschedule certain Department Head Meetings and Work Session Meetings and certain Baldwin County Commission Regular Meetings in 2023, as set forth herein below; now therefore

BE IT RESOLVED BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, that, pursuant to the authority found at §11-3-8 (a) of the <u>Code of Alabama</u> 1975, and without limitation, the Baldwin County Commission hereby approves the following:

- 1. The February 22, 2023, Work Session Meeting of the Baldwin County Commission is rescheduled to instead, be held and conducted on Wednesday, February 22, 2023, at 8:30 a.m., in the County Commission Meeting Chambers 2<sup>nd</sup> Floor in the Baldwin County Fairhope Satellite Courthouse as located at 1100 Fairhope Avenue, Fairhope, Alabama.
- 2. The February 22, 2023, Regular Meeting of the Baldwin County Commission is rescheduled to instead, be held and conducted Wednesday, February 22, 2023, at 10:00 a.m., in the County Commission Meeting Chambers 2<sup>nd</sup> Floor in the Baldwin County Fairhope Satellite Courthouse as located at 1100 Fairhope Avenue, Fairhope, Alabama.

DONE, under the Seal of Baldwin County, Alabama, as affixed on this the 5th day of December 2022.

|   | Commissioner Charles F. Gruber, Chairman |
|---|--|
| ATTEST:   |  |
|   |  |
| Ronald J. Cink, Budget Director/ Interim County Administrator |  |



## **Baldwin County Commission**

### **Agenda Action Form**

File #: 23-0174, Version: 1 Item #: CC1

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 12/5/2022

Item Status: New

**From:** Felisha Anderson, Director of Archives and History/Special Historic Projects Coordinator **Submitted by:** Felisha Anderson, Director of Archives and History/Special Historic Projects

Coordinator

#### **ITEM TITLE**

Approval of BRATS and Solid Waste Services for Christmas Festival at Bicentennial Park Event

#### STAFF RECOMMENDATION

Related to the Christmas Festival at Bicentennial Park Event, December 9-10, 2022, take the following actions:

- 1) Approve the use of ten (10) large rolling garbage carts from the Solid Waste Department throughout the park for the event at a cost of \$20.00 (\$10.00 delivery fee, \$1.00 per cart rental); and
- 2) Approve Baldwin Regional Area Transit Systems (BRATS) to donate transportation services on December 9, 2022, and December 10, 2022, for four (4) hours each day, at a cost of \$1,366.60 to transport attendees to and from their vehicles to the event site.

#### BACKGROUND INFORMATION

**Background:** Felisha Anderson, Director of Archives and History/Special Historic Projects Coordinator has requested assistance from the Solid Waste Department for use of large rolling garbage carts and from BRATS for transportation services to transport attendees to and from their vehicles to the event site.

Events and activities hosted by the Archives and History Department serve to engage residents and visitors in community activities that educate, inspire, and entertain and is also an avenue for open communication and economic development.

**Previous Commission action/date:** February 1, 2022 - Approved staff to coordinate/promote/host on-site, off-site, and non-standard hours events to include the Christmas Festival at Bicentennial Park.

#### FINANCIAL IMPACT

Total cost of recommendation: \$20.00

Budget line item(s) to be used: 106-51907-51502

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:** Felisha Anderson, Director of Archives and History/Special Historic Projects Coordinator

Action required (list contact persons/addresses if documents are to be mailed or emailed): Send Commission's decision via email to: Felisha Anderson

Cc: Ron Cink
Wanda Gautney
Madison Steele
Cliff Milton
Anne Simpson
Becky Peterson
Terri Graham
Ed Fox
Megan Hart

Cian Harrison

**Additional instructions/notes:** Solid Waste Department: Place ten (10) large rolling garbage cans for use throughout the Bicentennial Park event site prior to the event.

BRATS: Coordinate routes with Felisha Anderson.

#### **Felisha Anderson**

From:

Edward Fox Jr

Sent:

Tuesday, October 25, 2022 8:05 AM

To:

Felisha Anderson

Cc:

Terri L. Graham; John Abbott; Nicole Foster

Subject:

RE: Rolling Garbage Cans - Request

Felisha,

There will be a \$10.00 delivery fee and \$1.00 per cart rental fee. So the total will be \$20.00. Thanks.

From: Felisha Anderson <fanderson@baldwincountyal.gov>

Sent: Tuesday, October 25, 2022 6:57 AM

To: Edward Fox Jr <EFOX@baldwincountyal.gov>; Megan L. Hart <MHART@baldwincountyal.gov>

Cc: Terri L. Graham < TGraham@baldwincountyal.gov>

Subject: Rolling Garbage Cans - Request

Dear Mr. Fox,

We are preparing for Christmas at Bicentennial Park. The event dates and times are Friday and Saturday, December 9th and December 10th from 5:00 pm until 9:00 pm each night. I am preparing the agenda item for the Commission and I need a price quote for ten (10) large rolling garbage cans to be delivered to Bicentennial Park.

Thank you in advance for your support.

## Felisha Anderson

Director/County Archivist

Special Historic Projects Coordinator

**Baldwin County Commission** 

Mailing Address: 312 Courthouse Square, Suite 26 - Bay Minette, Alabama 36507

Physical Address: 305 East 2<sup>nd</sup> Street, Bay Minette, Alabama 36507

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

Archives Ext. 2572

Email: fanderson@baldwincountyal.gov

Department Email: archivalrecords@baldwincountyal.gov

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





#### Felisha Anderson

From: Felisha Anderson

Sent: Tuesday, October 25, 2022 6:43 AM

To: Ann Simpson

Subject: Request for BRATS Transit Service - Christmas at Bicentennial Park

Hi Ann,

I am preparing for Christmas at Bicentennial Park. The event dates and times are Friday and Saturday, December 9th and December 10th from 5:00 pm until 9:00 pm each night. I am preparing the agenda item for the Commission and I need a price quote for two (2) buses to operate on both days and of course, I am asking for the services to be donated. Thank you in advance for your support.

## Felisha Anderson

Director/County Archivist

Special Historic Projects Coordinator

**Baldwin County Commission** 

Mailing Address: 312 Courthouse Square, Suite 26 - Bay Minette, Alabama 36507

Physical Address: 305 East 2<sup>nd</sup> Street, Bay Minette, Alabama 36507

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

Archives Ext. 2572

Email: fanderson@baldwincountyal.gov

Department Email: archivalrecords@baldwincountyal.gov

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







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

Event Pricing Matrix 10/25/2022

| Name of Event   | Christmas at Bicentennial Park   |
|-----------------|----------------------------------|
| Date of Event   | Friday Dec. 9 & Saturday Dec. 10 |
| Time of Service | 5:00 PM - 9:00 PM                |

| Date       | Start Time of<br>Service | End Time of<br>Service | Event in<br>Hours | Event<br>Time in<br>minutes | Pre<br>Trip | Post<br>Trip | Travel Time AM From Garage | Google<br>Travel<br>Time PM<br>To Garage | Non Event Time | Non Event Time<br>in Hours | Total<br>Hours | <br>ost Per<br>Hour | Total Cost | Hereas Contain | Number<br>of Buses | Overall cost |
|------------|--------------------------|------------------------|-------------------|-----------------------------|-------------|--------------|----------------------------|--|----------------|----------------------------|----------------|---------------------|------------|----------------|--------------------|--------------|
| 12/9/2022  | 5:00 PM                  | 9:00 PM                | 4.00              | 240                         | 15          | 15           | 15                         | 15                                       | 60             | 1.00                       | 5.00           | \$<br>68.33         | 1          | \$341.65       | 2                  | \$ 683.30    |
| 12/10/2022 | 5:00 PM                  | 9:00 PM                | 4.00              | 240                         | 15          | 15           | 15                         | 15                                       | 60             | 1.00                       | 5.00           | \$<br>68.33         |            | \$341.65       | 2                  | \$ 683.30    |
|            |                          |                        |                   |                             |             |              | -                          |  |                | ***                        |                |                     |            | Total A        | Il Days            | \$ 1,366.60  |

#### REQUEST FOR BRATS TRANSIT SERVICE

| REQUEST FOR BRATS TRAINSH SERVICE   |
|---|
| Name of Organization: History Date of Request: 11/2/22  |
| Contact Person: Felisha Anderson Email Address: Forderson a baldwincounty al-   |
| Phone Number: (25) 580-3573   |
| Billing Address: 312 Courtneyer Square, Suite 26, Bay Mire He, AL   |
| Do you currently have an approved account with Baldwin Regional Area Transit System? Yes No   |
| POTENTIAL EXEMPTIONS OR EXCEPTIONS  |
| EXEMPTION: Rural Program Purpose  |
| Is the origin of the proposed trip outside the MPO Urbanized Area (see attached map)? 🔼 Yes 🗆 No  |
| Will the proposed transportation be for a human service organization or for elderly, disabled, or low income passengers.   No Donated Service   |
| EXCEPTION 1: Service for Qualified Human Service Organizations (QHSO)   |
| Is the requested service for individuals in one of the following three categories (check all that apply)?   |
| $\Box$ Those with mobility limitations due to advance age $\Box$ Those with disabilities $\Box$ Those with low income   |
| Does one of the following apply to your entity (check all that apply)?  |
| $\square$ Receives funding from federal program listed in attachment $\square$ Is a registered QHSO on the FTA charter website  |
| EXCEPTION 2: Service for Government Officials on Official Government Business   |
| Will the proposed trip occur within BRATS service area (currently all of Baldwin County)? 💢 Yes 🗆 No  |
| Will the proposed involve official government business? ☐ Yes 💆 Yes   |
| Will at least one elected or appointed official be on each provided trip? ☐ Yes 尺No   |
| EXCEPTION 3: Service When Private Charter Service Not Available   |
| Would you like BRATS to initiate exceptions by issuing a notice to determine whether any registered charter providers are interested in providing your entity with charter service? $\Box$ Yes $\Box$ No  |
| NOTE: if you mark "yes" above, BRATS will issue the required notice to registered charter service providers within Baldwin County. If any provider responds with interest in providing the service, Baldwin County cannot provide your entity with the requested service.   |
| Name of Event: Christmas at Bientennic Park Date of Event: 12/9/22 + 12/10/2  |
| Contact Person at Event: telisha Anderson Cell Phone Number: 251-272-0565   |
| Number of Vehicles Needed: Number of Passengers:  |
| Number of Wheelchairs: Number of Lift Assist Passengers:  |
| Time to Begin Event: 5,00 p.M. Time Event Will End: 9,00 p.M.   |
| Pick Up Location & Physical Address: 8100 Live Oak Landing Road Stockton, AL 34579  |
|   |
| Destination Location and Physical Address:  51233 State Highway 2-25  |
| Storkton, AL 36579  |
| A timed itinerary with address details must be supplied for multiple stops.   |
| We acknowledge there will be additional charges for excessive cleanup or damage to the vehicle caused by passengers. We understand charges will include pre and post safety inspections of vehicle and travel times to and from event. We will not hold BRATS responsible for breakdowns, accidents, bad road conditions, inclement weather, and other conditions beyond its control. |
| Signed:  Signed:  Sellisha Anderson  (Authorized Signature)  For:  Balluin Curty Anchus + History  (Company Name)   |
| Trip Scheduled:   |



## **Baldwin County Commission**

### **Agenda Action Form**

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 12/5/2022

Item Status: New

From: Wanda Gautney, Purchasing Director/Felisha Anderson, Director of Archives & History

Department

Submitted by: Wanda Gautney, Purchasing Director

#### **ITEM TITLE**

Amendment (Schedule C) to the Service Agreement with Kofile Technologies, Inc., for Phase I of the Preservation, Archival Imaging and Indexing of Historical Baldwin County Records for the Baldwin County Archives and History Department

#### STAFF RECOMMENDATION

Approve and authorize the Chairman to execute the Amendment (Schedule C - 2022 Preservation and Archival Imaging of County Records) to the Service Agreement with Kofile Technologies, Inc., originally approved on February 15, 2022, in the amount of \$199,999.98 for the preservation, archival imaging, and imaging of historical records for the Baldwin County Archives and History Department.

The Amendment (Schedule C) will become effective upon full execution and will remain in effect for 180 days of retrieving the records from the County Archives Department.

#### BACKGROUND INFORMATION

**Background:** The Director of Archives and History requests the Commission approve the Amendment (Schedule C) from Kofile Technologies, Inc., to the original Service Agreement that was approved on February 15, 2022, for the restoration and preservation of the old probate deed books for Judge of Probate Office. The quote in the amount of \$199,999.98 includes conservation treatments, rehousing, imaging, and indexing. Archival rehousing includes encapsulation and looseleaf binding into archival recorder binders. Kofile Technologies will place the information on a thumb drive for the County to save the historical data. To further prolong the life of the records, a special cover will be added which will protect against moisture and fire.

Kofile Technologies is a sole source provider specializing in the restoration and preservation of old books and documents. Kofile is the developer, manufacturer, and distributer of the Lay-Flat Archival Polyester Pocket and Disaster Safe County Binder. Kofile owns US Patent # 7,943,220 for the Lay Flat Archival Polyester Pocket and US Patent # 10,160,255 for Disaster Safe County Binder.

This project was approved during the FY 23 budget.

#### Previous Commission action/date:

<u>02/15/2022 meeting</u>: Approved and authorized the Chairman to execute the Service Agreement with Kofile Technologies, Inc., in the amount of \$427,517.25 for Phase II of the restoration and preservation of the old Baldwin County Probate Deed Books and Documents. The Agreement became effective on February 15, 2022, and will remain in effect for one (1) year unless terminated as set forth in the Service Agreement. The Agreement will automatically renew for up to three (3) consecutive one (1) year terms unless a party provides no less than sixty (60) days-notice of non-renewal to the other party.

#### FINANCIAL IMPACT

Total cost of recommendation: \$199,999.98

**Budget line item(s) to be used:** 10651906.51500

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

N/A

#### LEGAL IMPACT

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

Reviewed/approved by: Brad Hicks, County Attorney

Additional comments: N/A

#### ADVERTISING REQUIREMENTS

. .

Is advertising required for this recommendation? N/A

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

#### **FOLLOW UP IMPLEMENTATION**

For time-sensitive follow up, select deadline date for follow up: 12/05/2022

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



#### SCHEDULE C- 2022 Preservation and Archival Imaging of County Records

This Schedule C is issued pursuant to the Service Agreement (the "Agreement") effective November 8, 2022, between **BALDWIN COUNTY**, ALABAMA (hereinafter referred to as the "County"), and **KOFILE TECHNOLOGIES**, **INC.**, a (hereinafter referred to as "Kofile"). The parties acknowledge this Schedule C is subject to the Terms and Conditions set forth in the Agreement except as provided for otherwise herein.

#### A. Records Volumes and Pricing:

Kofile will perform the preservation services and archival imaging for the County Books and Newspapers identified by Volume below in Section D of this Schedule. County acknowledges pricing set forth herein is based upon a good faith estimate of page counts and condition. Actual pricing will be based upon actual page counts, condition of records and the applicable unit pricing such that actual billing may vary from the estimate provided.

#### **B. Payment Terms:**

Payment to Kofile will be due in three (3) equal monthly payments of \$66,666.66 based upon the estimated total of \$199,999.98. Kofile will invoice County for the first payment upon execution of the Agreement. Payment terms are net 30 from the receipt of each invoice. Kofile will issue a final invoice or refund to County based upon actual final total cost within thirty (30) days of project completion. Each invoice will be provided to the County as directed or otherwise will be mailed directly to:

Baldwin County Commission 312 Courthouse Square, Suite 26 Bay Minette, AL 36507 Attention: Felisha Anderson

#### C. Project Schedule:

- 1. Kofile will pick-up the Records from the County within forty-five (45) days of the execution of the Agreement between the parties.
- 2. County will be responsible to provide Records to be preserved and imaged in organized and labeled boxes.
- Kofile will use commercially reasonable efforts to complete preservation and imaging of the Records within one hundred and eighty (180) days of retrieving the Records from the County.
- **4.** While the Records are in Kofile's possession, County may access the records by sending an e-mail request to imagerequests@kofile.com with a subject line of "Book\_\_/Page\_\_." County will provide the Case(s) and Box/Book that holds the case/document in the body of the Records request e-mail.



- **5.** Kofile will research and respond to the Records request within eight (8) business hours.
- **6.** Kofile and County will mutually agree to schedule the return of the physical Records to County.
- **7.** The preserved and digitized Records will be returned to County upon completion as agreed upon by the parties.

## D. Preservation and Archival Imaging of County Records Project Specifications and Estimates

| Project Overview                   |           |        |         |          |             |              |             |              |  |  |
|------------------------------------|-----------|--------|---------|----------|-------------|--------------|-------------|--------------|--|--|
| Record Series                      | Page      | Rolls  | Binding | L        | Estimated   |              |             |              |  |  |
| Record Selles                      | Range     | Count  | KOIIS   | binding  | PRV         | IM           | ID          | Total        |  |  |
| Maps/Plats/Lot<br>Books/Land Books | 600       | 600    |         | LL/BD    | \$36,600.00 | \$2,100.00   | \$630.00    | \$39,330.00  |  |  |
| Newspapers 16mm<br>film            | 1,136,581 | 58,100 | 332     |          |             | \$90,926.48  | \$11,620.00 | \$102,546.48 |  |  |
| Newspapers 35mm<br>film            | 206,550   | 21,000 | 59      |          |             | \$24,786.00  | \$4,200.00  | \$28,986.00  |  |  |
| Tax Books                          | 450       | 450    |         | LL/BD    | \$27,450.00 | \$1,575.00   | \$112.50    | \$29,137.50  |  |  |
|                                    |           |        | PROJE   | CT TOTAL | \$64,050.00 | \$121,421.00 | \$16,562.50 | \$199,999.98 |  |  |

**IN WITNESS WHEREOF**, the parties hereto have caused this Schedule C to be executed as of the day and year first written above.

KOFILE TECHNOLOGIES, INC.

| fonothe that               |  |
|----------------------------|--|
| Jonathan Mohn<br>President |  |
|                            |  |
| Baldwin County, AL         |  |

# Ms. Felisha Anderson Baldwin County Commission

# Preservation, Imaging, and Indexing of Historical Records

# **SUBMITTED BY:**

Trae Scism Account Executive trae.scism@kofile.com 863.289.0409



Dear Ms. Felisha Anderson.

This proposal addresses Baldwin County Commission's historical records and is presented by Kofile Technologies, Inc. (Kofile). Quoted services include conservation treatments, rehousing, imaging, and indexing. Archival rehousing includes encapsulation and loose-leaf binding into Archival Recorder Binders. Note that prices for the inventory herein are good for 90 days from the date of this assessment.

Kofile Technologies, Inc. (Kofile) is uniquely qualified to complete Baldwin County Commission's modernization goals by taking an innovative approach to this project to ensure a successful outcome. Kofile's basis for success is decades of experience, realistic solutions, and professional analysis and each project is unique and deserves special attention. Our team provides realistic solutions, professional analysis, and innovative archival products to equip records stewards with the information and resources needed to preserve collections.

Kofile performs all services in accordance with the Code of Ethics & Guidelines for Practice of the American Institute for Conservation (AIC) and is an Awardee of a Library of Congress FEDLINK Preservation Services for Library & Archival Collections contract.

Preservation minimizes the chemical and physical deterioration of the page which prolongs the existence and useful life of the original format. Preservation can include removal of the original from public access, creating a security copy, treatment, stabilization, preventative care, or digitization - or any maintenance or repair of the existing resource.

# **AREAS OF CONCERN**

Sound preservation ensures accessibility to these irreplaceable and permanent documents forever.

### Acidic Paper

Past papermaking utilized bleach to obtain white sheets. As a result, this paper becomes increasingly acidic as evidenced by embrittlement and yellowish-brown discoloring. Paper also embrittles when relative humidity drops or fluctuates.

# Acidic Ink

Acidic inks can "eat" or "burn" through a sheet. Unmonitored temperature and relative humidity (RH) accelerate this process. Inks can also fade with exposure to UV light. Historically, iron gall inks were the standard. These inks contain sulfuric acid - which fades with time. With proper treatments, chemical breakdowns (such as acid hydrolysis) are remedied.

# Mechanical Damage (Use & Abuse)

Everyday use greatly affects collections. Sheets bear signs of grime and the natural oils of hands. Exposed sheets are susceptible to damage and loss. Dirt and other pollutants can serve as ignition sources and weaken exposed paper. Exposed fragments become abused even with careful use.

# Binding Margin

The binding margins of many volumes are compromised due to guillotining. In order to rebind and protect these sheets, encapsulation is the only solution. If a volume were rebound as is, without encapsulation, vital information would be lost in the binding margin.

Always question vendors if they recommend power cutters (guillotining) to dismantle sewn books.

Kofile never attempts any procedure that could result in a loss of text or weaken the integrity of the paper. A sheet's binding margin should never be compromised.

### Broken Book Block

Once a binding fails, damage escalates. Sheets are free to drift from the protection of the book block. With exposure, fragments become abused and susceptible to loss.

# Failing Index Stacks

Index Books sustain the most use. Thus, they suffer greater risks of text loss and sheet deterioration. Paper strength is completely depleted from continuous use. Eventually, tabs and sheet fragments are lost. Immediate attention is required.

# Tape & Non-Archival Adhesives

The Library of Congress warns about the culprits of "pressure sensitive tapes—such as scotch, masking, 'invisible,' quick-release, cellophane, and even so-called 'archival' tapes"— all are unstable. These tapes and adhesives "will stain the paper and may cause inks and colors to 'bleed.' Many lose their adhesive properties and fall off with age, leaving behind a residue that is unsightly, damaging to the item and difficult to remove."1

Adhesive stains lead to issues during imaging. Awarding a low-bid imaging and microfilm project may result in illegible images. To enhance image quality, conservation is essential. A conservator can remove water-based, synthetic, and pressure sensitive adhesives.

Page extenders are an inappropriate "quick fix" to a prevailing problem. To save this collection, the underlying issues causing the deterioration of the sheets' margins need correcting. The acid content of the sheet extenders only adds to the chemical breakdown of the paper's fibers.

## Lamination Removal

Kofile conservators address the "Laminate" process to the fullest extent possible damage to underlying paper and inks in accordance with the AIC Code of Ethics and Guidelines Item 21. Conservators reverse the process and remove the laminate using a proprietary solvent solution. The possibility of removing the "Laminate" depends on careful testing at our conservation lab. In a small percentage of cases, the adhesive is resistant to the solvent solution and cannot be removed safely. Conservators will not attempt removal if the removal process will damage either the document's paper or ink. If conservators cannot remove the laminate safely, Kofile will contact the County directly to discuss alternatives.

# Non-Archival Quality Materials

The off gasses of deteriorating metals contribute to the chemical breakdown of paper. Major culprits include the metal content of book spines, the surrounding physical environment, and non-archival fasteners (such as binder clips, paper clips, and staples). These off gasses eventually destroy the fabric of the volume. Another symptom of metal oxidation is foxing, or foxlike (reddish and brown color) stains or blotches on paper.

### **TEMPERATURE & HUMIDITY MONITORING**

While temperature and limited air circulation are crucial to a document's longevity, humidity and water are the most destructive threats.

Relative Humidity (RH) refers to the amount of water vapor present in the air. Maintaining a set point

of 40-45% RH is optimal, but costly. The maximum acceptable total RH variation, or operating range, is 5% on either side of this set point. RH should never exceed 55% or drop below 30%.

Even slight changes in temperature can double the natural aging rate of paper. In reality, temperature and RH are not consistent in a local courthouse (especially on weekends).

Temperatures above 75° F and RH higher than 60% encourage mold and other bacteria arowth within 48-72 hours.

Red inks smear first. then blue inks, and lastly, black inks.

After exposure to water, pages adhere to one another when in a compressed environment. Separation without loss of text and water soluble inks (such as signatures) is vital. These records are extremely fragile.

The mitigation of mold or micro-organics (which can result with the introduction of water or humidity fluctuations), should only be attempted by a trained professional. Water damage can also lead to other issues such as binding failure. The necessary treatments are time consuming and require a highly skilled conservator.

Visit the Image Permanence Institute (IPI) at www.dpcalc.org to explore the correlation of temperature and RH on natural aging, mechanical damage, mold risk, and metal corrosion (as exampled above). The image above is property of IPI.

### TREATMENT SPECIFICATIONS

Kofile regularly addresses historical and permanent documents, including manuscripts, typescripts, negative Photostats, tri-folds, blueprints, re-creations, plats, and maps. No treatment, repair, or maintenance is used that is not 100% reversible.

# Dismantle

Original binding materials, such as threads and adhesive residues, are carefully removed. Old manuscripts often have protein-based binding adhesives such as fish, bone, or rabbit skin glues. The application of steam with specialized equipment can soften the materials that are otherwise difficult to remove. Guillotine cutters are never employed. If trimming is necessary, it is accomplished with handheld scissors or specialized shears designed for trimming fragile sheets carefully and accurately. One document is cut at a time to ensure no text is lost.

# Surface Cleaning

Surface cleaning sheets removes materials and deposits including dust, soot, airborne particulate, sediment from water damage, mold/mildew residue, active micro-organic growth, insect detritus, or biological or mineral contaminants. Tools include a microspatula, soft dusting brush, latex sponge, powdered vinyl eraser, or soft block eraser.

### Removal of Fasteners

Kofile removes fasteners, page markers, and any metal mechanisms. Fasteners, such as binder clips, staples, paper clips, string ties, rubber bands, brads, straight pins, etc., cause damage in short periods. This includes physical damage (decreased paper strength due to punctures or distortion) and chemical damage (rust).

# Removal of Tape, Adhesives, Varnish, or Old Repairs

Varnish, tape, and adhesive residue are reduced as much as possible without further degrading the original. When possible, peelers and tape are removed with two primary mechanical techniques: Heat Removal or Peeling. Heat removal is used when adhesive is loose, old, or brittle. Peeling is used

when removal by heat is unnecessary. Solvents are a last resort, and local application occurs only after testing.

A microspatula (sometimes heated) coaxes threads, tape, and glue from the paper. A Hot Tools remover can soften adhesive for removal. Dial-Temp controls the transfer of heat and guards against scorching. Remaining adhesive is treated with a gum compound eraser.

Adhesive reduction begins with the most benign process. If mechanical tape removal is unsuccessful, the next alternative is chemical. This is either a local or spot treatment or immersion in a solvent bath. Kofile ensures that its laboratories are equipped to process chemical treatments correctly and safely. Previous repairs that cannot be removed safely will remain.



If possible, water-soluble repairs are removed with water or steam. Only fully-trained, experienced, and supervised staff attempt removal of water-soluble repairs. While iron gall ink is safe for aqueous treatment, many inks may fade and compromise legibility. Extensive testing is required.

Flattening and Humidification Improperly stored paper becomes inflexible and retains a memory of the storage position. Kofile's technicians are experienced with all methods and tools to "flatten" paper including the use of tacking irons, heat presses, and an Ultrasonic Humidification Chamber.

After careful testing, the Ultrasonic Humidification Chamber is used to correct the most fragile documents folds and bends. This significant investment,



with which other private labs are rarely equipped, represents Kofile's foresight and commitment to offering the best available technology.

Mending torn paper is an art form and requires a variety of materials depending on the paper's color, tone, condition, and weight. The length of the tear(s) and the degree of embrittlement or fragmentation are also concerns. Kofile generally mends tears greater than 1/2" if the document is going to be encapsulated.

A specialized paper and paste is commonly used and all mending materials are acid free and reversible. Mending strips are cut so the edge of the paper visually integrates with the page without clashing aesthetically or historically. Fragmented edges, folds, tears, cracks, voids, and losses are all mended in this fashion.

The mending paper used is strong and is transparent after application and while

visible to the trained eye, it does not distract from the document.

A low-temperature, acrylic adhesive that bonds to the paper may also be used for reinforcement of damaged sheets. Kofile also constructs its own version with acid-free tissue paper and liquid acrylic adhesive.

An 1848 Probate Record before and after treatment. The image to the right shows the page after deacidification, tape removal, and mending with archival tissue.

# Deacidification

Deacidification is only performed after careful pH and compatibility testing. Kofile is equipped with multiple custom-built spray exhaust booths. All are routed through a HVAC system for optimum performance.

A commercially-prepared buffer solution is applied to both sides of the sheet with compressed air sprayer equipment (see right picture). The solution is non-flammable and nontoxic. The active ingredient, magnesium oxide, neutralizes acid and provides an alkaline reserve. This chemical is inert, safe, and does not degrade the sheet.

Once the buffer is applied, the paper's pH alters slowly. After deacidification, random testing ensures an 8 pH with a deviation of no more than 2-4%.







# Encapsulation

In archival encapsulation, the document floats freely and is not taped or glued to the pocket. Kofile uses SKC SH725 polyester (Polyethylene Terephthalate - PET) which is the most inert, rigid, dimensionally stable (dimstab), and strongest plastic film. Otherwise known as Mylar® Type D or

Melinex® 516, it is crystal clear, smooth, odorless, and is resistant to distorting or melting in case of fire.

Each sheet is encapsulated in a 2 mil patented polyester pocket: Lay Flat Archival Polyester Pocket™ , US Patent #7,943,220 B1, 5/17/2011. This pocket is welded closed on three sides, and a Reemay® strip, or spunbond polyester, statically seals out

atmospheric pollutants while allowing off-gassing on the fourth side. This provides easy access to the original document without cutting the pocket (some companies weld all four sides).

This construction allows for a flat book block and reinforces the binding edge for added strength and years of service. Available in custom sizes, the Pocket dimensions will match the 'book block' dimensions with a 11/2" or 11/4" binding margin.



# **ARCHIVAL RECORDER BINDERS**

Volumes are hand-cased at 250 pages or less and pockets are punched (on the binding edge). Books with large capacities may be split to account for the weight of the Mylar. Kofile punches pockets to any hole specifications and can repair/replace index tabs.

Kofile manufactures binder components at 1/4" incremental capacities on a per-book basis. Kofile punches sheets to any hole specifications and repair/replace index tabs as necessary. Kofile can manufacture custom binder sizes, shapes, spines, colors, and lettering. Each binder features durable cover boards and a spine to support the pages' weight. All materials, including the cover boards and adhesives, are acid free.



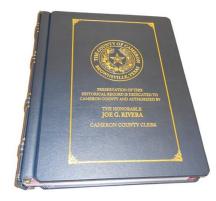
# Stamping

Title stamping can follow the same format/style of the originals.

A stamping sheet is sent for approval. If any titling, dates, or other information from an original volume is noted in error, Baldwin County Commission is notified. Any changes are approved by Baldwin County Commission. Tooling is performed with 23-karat gold foil.

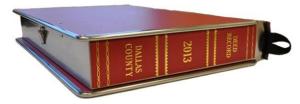
# Heritage Recorder Binder

The Heritage Recorder Binder (pictured right) is a post binder, but the binding can also be sewn. This binder is available in various colors in genuine or imitation leather, or canvas. Cover printing is foil on the leathers and hot stamp printing on the canvas.



# Disaster Safe Binder™ (DSB)

The DSB provides unparalleled protection and storage. Developed after Hurricane Katrina to address the devastation of the Orleans Parish archives, it protects sheets from water, fire, and physical disruption. The primary problem in 2005 was 100% relative humidity. With weeks of no power,



mold was rampant. A hard lesson, the DSB addresses what went wrong in that disaster.

The DSB enables the encapsulated sheets to hang from the binder's posts—much like a hanging vertical plat cabinet. This feature allows collections to return in a smaller storage footprint with 4Post™ Shelving.

Any product that fails to operate properly or maintain its original integrity is replaced at no cost to Baldwin County Commission. This is Kofile's commitment of value and service to its customers.

The DSB provides functionality and access ease while offering the highest rate of return on the client's investment. It is a portable vault for housing records of enduring value. It provides progressive protection from exposure to fire, water, Relative Humidity (RH), atmospheric pollutants, ultraviolet (UV) light, impact, and drops. The DSB also features a lifetime warranty against rust.



# Other DSB Features Include:

Stainless Steel—The metal mechanism and book block apron are constructed of stable, corrosionproof 316 stainless steel, which does not emit harmful gaseous pollutants like cold roll steel.

Support to the Book Block—The DSB is equipped with a Polyester Foam Insert, which ensures physical support to the book block and allows library-style storage.

Microclimate—The DSB creates a Microclimate, an independent, stable environment separating sheets from the external atmosphere.

Security Lock—A security lock hinge protects from theft.

Nonflammable & Self-Extinguishing—With nonflammable cover boards and materials, the DSB is self-extinguishing. These proprietary features, protect the contained pages in extreme temperatures.



### ARCHIVAL DIGITIZATION

Imaging a document and digitizing a collection creates an electronic representation of the original archival record. This process is

not meant to replace the archival record, but to aid in its preservation. The image serves as a reference tool and is a back-up if the original is damaged or destroyed.

Archival digitization includes capture and processing (custom image enhancement and cleanup) and optimization for access. Security backups are captured on archival microfilm with a Life Expectancy (LE) of 500 years.

Kofile's services are unique because materials are addressed according to their conditions and fold endurances without blind, automatic scanner



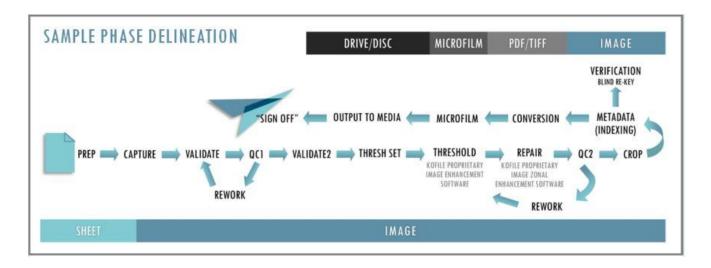


What would this image look like if scanned "AS IS?"

Imaging WITHOUT Conservation

feeds. Technicians are trained to handle fragile and historical documents and use the best hardware and software available. Many projects involve re-work for collections already imaged or indexed by low-bid vendors. With Kofile, images are the highest quality and are free of distortion and loss of information due to image capture.

Kofile always defaults to U.S. National Archives and Records Administration (NARA) technical guidelines for digitization. Upon request, Kofile stores an electronic security back up of all images in case of loss, damage, or destruction by fire or natural disaster.



# **IMAGING OVERVIEW**

Operators observe each page during capture. For faint or illegible pages, the operator marks the page, readjusts the scanner, and employs contrast tools. If unsuccessful, the operator indicates and inserts a review form for the quality assurance team to assess. The page is marked with a "Best Possible Image Indicator" or treated with further enhancements.

Images are captured at a minimum of 300 dpi at 256 bi-tonal or gray levels. This ensures the highest image auglity for documents with poor contrast and difficult-to-read information. Images accumulate as Group IV bi-tonal images in a standard TIFF or PDF format. Images are optimized and scaled for system output.



The article implies that partial document destruction is normal. This is unacceptable and contrary to any preservation standard. Kofile has the experience and expertise to handle fragile documents and address the physical preservation of the source document.

Source: Higgins, Jessie. "Recorder's Office Preserving Oldest County Records by Digitizing Them: Some Century-Old Pages Crumble When Touched." Evansville Courier & Press, August 21, 2013.

# **IMAGE PROCESSING AND ENHANCEMENT**

IMAGEPERFECT is Kofile's proprietary digital SLR-based software which utilizes proprietary algorithms, critical for capturing different densities and quality levels in a collection, to provide optimal quality and uniform images. Image Perfect measures each image at a minimum for the following attributes:

- White-on-white images
- Synchronizing images from different scanners
- Floating page cropping & segmentation
- Rotating & de-skewing images

- Tone correction
- Resolution adjustments
- Metadata Normalization

Kofile utilizes the Microsoft® SQL database as the underpinning for its production systems and IMAGEPERFECT allows operators to interactively build and edit image processing scripts, which can be saved for batch processing. Progress tracking capabilities can identify exceptions enabling supervisors to quickly and efficiently correct problems. This software automatically detects and compensates for a scanner(s) variances. The Assured Image delivers consistent, high-quality output.

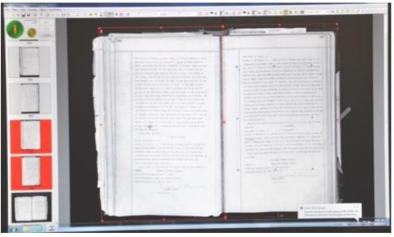
IMAGEPERFECT enables repair of the currently displayed image without rescanning which could compromise image integrity, and uses custom image clean-up and enhancements such as deskew, despeckle, character repair, and zonal processing to improve legibility. Kofile maintains 100% document integrity and image control with exclusive image locking capabilities. The processing procedures will not allow for information from rescanned pages to cut and paste accidentally into the incorrect page.

Quality Targets permit operators to view image quality at scan. Images, even those scanned on different devices, are "normalized." Rather than using ad-hoc algorithms and tricks, this software measures image quality and propagates this data through the imaging chain. Quality Targets serve as the foundation for quality assurance analysis.

Quality Targets (pictured herein) establish the baseline digital capture quality of the scanner during scanning. Therefore, Kofile can measure the digitization physics at the time of capture. IMAGEPERFECT measures each image at a minimum for:

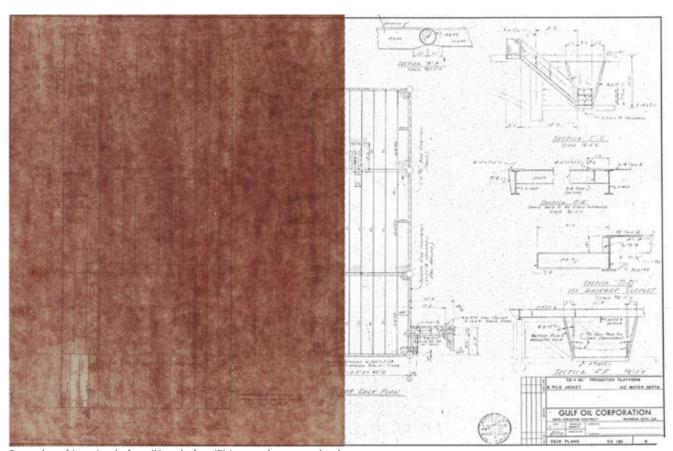
- Target dpi
- Target Tone scale & correction
- Color Management
- Brightness/Contrast Correction
- Gamma Adjustment
- White Balancing
- Page Orientation
- Exposure uniformity
- Color reproduction data

If applicable to the project, Kofile performs negative Photostat polarity reversal (so that all characters are black on a positive background). The



document certification strip (file strip) is inverted to match the polarity of the final image.

If requested, annotations are supported to allow the addition of Name, Book Type, Volume, and Page on the image. Image quality metadata is captured as part of the image header along with a secured digital signature that certifies the fidelity and integrity of every image scanned.



Examples of imaging before (L) and after (R) image cleanup and enhancements.

# Quality Control (QC)

Our Quality Control (QC) process ensures that all images are certified. Each image is sight checked during QC. Each page is checked to ensure there are no missing pages, double feeds, or "A" pages, which may have been added. Every image is inspected and a statistical, random, batch-based review of 8% of the inventory is conducted before delivery. Baldwin County Commission can receive an image log noting the steps employed.

# Advanced Equipment

Kofile can scan mixed-sized and large-format documents. Kofile employs a range of scanners to tailor imaging services to the document that requires imaging. All of scanners employ page detection to adjust for varying sizes of paper and, more importantly, thicknesses to reduce "pull-throughs" on thin papers following thick bond. Fragile documents are imaged by hand and not fed through an automated Document feeder. Kofile's technicians are trained to handle fragile documents.

# WideTek

This wide-format duplex scanner digitizes two-sided printed documents up to 36" in width. The scanner needs only 2.5 seconds to scan

both sides of the page in a single pass at a resolution of 300 dpi. This scanner ensures the best possible gentle document transport and digitizes historical and fragile documents without damage to the source document.

# **ARCHIVAL INDEXING**

Data integrity is essential. Kofile's proprietary indexing software and keying procedures is proven 99.25% accuracy.



Prior to indexing, Kofile conducts a comprehensive assessment of Baldwin County Commission's indexing specifications to ensure accurate and consistent indexes, guaranteeing quick searches for users.

During the assessment, Kofile documents established methods of indexing specific instruments, clarifying terminology, and the standards used to enter names, dates, and other basic required information. This analysis differentiates the following:

- Cross-indexed documents
- Differentiation between individual names & corporation names
- Government departments & agencies
- Alternate & alias names
- Abbreviations, titles, & naming consistency (e.g., hyphens, nos., spaces, & suffixes)

Kofile's quality control procedures (QC) ensure that managers and supervisors internally research and answer questions about any problematic process. Kofile will contact Baldwin County Commission for any clarification and/or decisions needed. Client involvement demonstrates Kofile's pride in building successful professional relationships.

# Data Entry Procedures

Consistently keyed fields will improve document retrieval and build a dependable, searchable database. To accomplish this, two technicians separately key the same entry for every field. Software is then utilized to ensure those separate entries match. Fields that do not match are sent to a supervisor to determine the issue, after which the entry is sent to a third technician to key a final time. With this methodology, each field is blind-keyed at least twice, and up to three times.

Any amendments are communicated with Baldwin County Commission via an exception list. Some exceptions are to be expected as not all records contain all fields noted. Kofile will establish rules for these abnormalities once the project commences.

### MICROGRAPHICS CONVERSION METHODOLOGY

Kofile does not subscribe to the "scan it and forget it" philosophy. Kofile addresses any size micrographics and specializes in addressing originals in advanced states of deterioration. Many of our projects involve re-imaging projects that low-bid vendors initially attempted. With Kofile, images are the highest quality and free of distortion and loss of information due to capture failures. Image cleanup capabilities performed by Kofile include:

- Despecie
- Deskew
- Cropping and black border removal
- Threshold modification
- Duplex separation to individual pages
- Page Validation
- Image Rotation
- Blip interpretation for pagination
- Bi-tonal conversion (if required)

# **Imaging Overview**

Upon receipt at Kofile, each roll of microfilm/microfiche is inspected to ensure that the images are capture-quality. Kofile's high-resolution technical scanners can capture at the highest true optical 300 dpi in grayscale. Images are delivered in 8-bit 256 level grayscale JPEG wrapped in PDF for usability, as well as RAW Grayscale JPEG for archival purposes.

The delivery medium is a portable hard drive or other medium, as requested. If needed, Kofile can provide bi-tonal conversion and/or duplication of Diazo and Silver originals to EPM's.

### Image Capture

Kofile utilizes advanced equipment for compromised originals and technicians are trained to handle such items without loss. Kofile operates high production/quality roll technical scanners for analogue to digital and digital to analogue.

The systems align to use image density compensation, which adjusts quality settings for contrast, document sizes, and variable densities. The scanners scan any size microform (film or fiche) image.

Configuration files are created during the initial pilot sampling. All scanners are set up and tested for the ongoing project. Technicians determine the proper scanner settings, focus, and print and inspect images. The quality control team approves the images before scanning continues. Images are scanned with correct compression, no proprietary headers, and proper scaling. Kofile verifies that the frames are properly detected, and examines image quality, image resolution, proper compression, aspect ratio, and focus.

Kofile's automated systems recognize the beginning and end of files indicated with barcodes or other unique software-identifiable separators. Additionally, operators utilize document "stapling." This

process uses proprietary software-identifiable separators.

# Image Processing And Enhancement

All converted images are reviewed. IMAGE PERFECT is Kofile's proprietary software. The software mimics the operation of a microform roll inserted into a reader/printer and allows frame-by-frame review of every page. This custom programming ensures image quality and uniformity. The utilization of proprietary algorithms is critical for capturing different densities and quality levels in a collection.

This proprietary software is a digital SLR-based system that allows operators to build and edit image processing scripts interactively. The image processing scripts can be saved for batch processing. It also has progress tracking capabilities and can identify exceptions enabling supervisors to manage and correct problems quickly and efficiently.

Using IMAGE PERFECT to repair the currently displayed image eliminates the need to rescan and compromise image integrity. However, should an image be rescanned, processing procedures will not allow for information from rescanned pages to cut and paste accidentally into the incorrect page. This software also automatically detects and compensates for a scanner's variances. The Assured Image delivers consistent, high-quality output.

Annotations are supported to allow the addition of identifiers to the image. Image quality metadata is captured as part of the image header along with a secured digital signature that certifies the fidelity and integrity of every image scanned.

### SCOPE OF SERVICES

General treatments and services are outlined in the following. Services are tailored to the needs of the specific item.

### Preservation—Conservation Treatments, Deacidify, Encapsulate, & Bind (PRV)

- Kofile creates a permanent log (noting condition, page order, characteristics, and treatments) for each item upon receipt. Items are inspected and control numbered as necessary. A final quality check references this log.
- Dismantle volumes by hand (if applicable).
- Surface clean sheets. Tools include a microspatula, soft dusting brush, latex sponge, powdered vinyl eraser, or soft block eraser. Surface cleaning removes materials and deposits—e.g., dust, soot, airborne particulate, sediment from water damage, mold/mildew residue, active microorganic growth, insect detritus, or biological or mineral contaminants.
- Remove any non-archival repairs, adhesives, residual glues, or fasteners to the extent possible without causing damage to paper and inks.
- Mend tears and guard burns on back side of sheets with acid free and reversible mending materials.
- Deacidify sheets (each side of each sheet) after careful testing with Bookkeepers®, This commercial solution of magnesium oxide, which neutralizes acidic inks and paper by providing an alkaline reserve (after pH and compatibility testing). Random testing ensures an 8.5 pH with a deviation of no more than ± .5.
- Encapsulate each sheet in a Lay Flat Archival Polyester Pocket™. Each custom envelope is composed of Skyroll SH72S® Mylar and includes a patented lay flat design. Dimensions match the "book block" dimensions, with a 11/4" binding margin.
- Re-bind in custom-fitted and stamped archival quality binder. Each binder is manufactured on a per-book basis and sized to 1/4" incremental capacities. This binder is available with four hubs, a gold-tooled spine, and is roller shelf-compatible. A volume may return split due to the added weight of the Mylar, depending on page count.

A dedication/treatment report is included in each binder.

# Image—Archival Image Capture, Image Processing, Clean Up, & Enhancements (IM)

- Capture images at a minimum of 300 dpi at 256 gray levels, ensuring the highest quality for poor contrast and legibility. Gray-scale ensures optimum resolution for each page.
- Maps will be captured at a minimum of 600 dpi. Full color, gray scale and black and white will be determined with each document type/book.
- Images accumulate as Group IV bi-tonal images in a standard PDF or TIFF format.
- IMAGE PERFECT, Kofile's proprietary software, ensures the optimum image quality with custom image clean up and enhancements such as deskew, despeckle, character repair, polarity reversal, and zonal processina.
- Crop excess blank space around image. This may involve manual cropping to insure best quality image.
- Images are named (tagged for the directory file structure) at case level by book, volume, and page (or other requested fields).
- Images are grouped (stapled) together to form documents. Cases are grouped and indexed to form documents by case number.
- Page Validation (automated PG. numbering for validation).
- If applicable, images are optimized and scaled for system output.
- If requested, annotations are supported to enable the electronic addition (either custom or Book/Volume/Page) on the digital image to assist in recording keeping.
- When multiple documents (Deeds, Birth Record, etc.) exist on a single page, images are split so that each document is viewable individually. In the case of Vitals, this service incurs additional charaes.
- STITCHING: If identified, images receive stitching where necessary, such as entries that horizontally span the length of more than one page. Amendments are stitched to the appropriate Certificate and indexed in place of the original Certificate.
- Baldwin County Commission receives a MASTER (e.g., CD, DVD, ftp, flash drive) in a medium suitable to the project size.
- Kofile can hold a security copy of all images for safekeeping.

# Archival Indexing (ID)

- Key and blind re-key verify documents.
- Formatting of metadata (indexes) per the requirements of the County's System vendor.
- If requested, Kofile can provide a Disaster Recovery electronic offsite backup of metadata.
- Indexing fields, as applicable, and identified here:
  - Name
  - Section
  - Township
  - Book & Page
  - BEAT
  - Date
  - Year

# Microfiche Digital Conversion (Image Capture, Clean Up, & Zonal Enhancements)

- **300** dpi
- Grayscale JPEG
- Auto Threshold
- Named by Roll and Frame (see above)
- No splitting of images
- No zonal (manual) enhancements are required

- No Redox or Vinegar Syndrome present
- No excessive and/or weak splices
- Pricing subject to change based on condition of the film and the images

### PROJECT PRICING

Without a signed agreement, prices are good for 90 days. Pricing is based on estimated page counts and condition levels. Pricing is finalized upon review at the Kofile lab. Billing occurs on actuals per mutually agreed upon pricing, not to exceed the P.O. without authorization.

| Baldwin County Commission          |              |        |       |              |                  |              |             |              |
|------------------------------------|--------------|--------|-------|--------------|------------------|--------------|-------------|--------------|
| Project Overview                   |              |        |       |              |                  |              |             |              |
| Record Series                      | Page         | Doc.   | Delle | olls Binding | Level of Service |              |             | Estimated    |
| Record Series                      | Range        | Count  | Rolls |              | PRV              | IM           | ID          | Total        |
| Maps/Plats/Lot<br>Books/Land Books | 600          | 600    |       | LL/BD        | \$36,600.00      | \$2,100.00   | \$630.00    | \$39,330.00  |
| Newspapers 16mm film               | 1,162,000    | 58,100 | 332   |              |                  | \$92,960.00  | \$11,620.00 | \$104,580.00 |
| Newspapers 35mm film               | 206,550      | 21,000 | 59    |              |                  | \$24,786.00  | \$4,200.00  | \$28,986.00  |
| Tax Books                          | 450          | 450    |       | LL/BD        | \$27,450.00      | \$1,575.00   | \$112.50    | \$29,137.50  |
|                                    | PROJECT TOTA |        |       |              | \$64,050.00      | \$121,421.00 | \$16,562.50 | \$202,033.50 |

### PROPOSAL ACCEPTANCE

Payment Terms: Pay 25% upon executed agreement and two 25% payments at equal periods through the estimated production completion date, with the balance due upon project completion. Actual payment dates to be determined prior to work beginning.

| Signature/Title of Authorized Official | Date |
|--|------|

# **ACCESSIBILITY OF RECORDS**

Records held at Kofile are maintained as private and confidential material. Baldwin County Commission is guaranteed access to records via email or toll-free fax at our expense. Upon receipt of a records request, Kofile will flag the requested record and verify inventory control, pull supporting paperwork, and email/fax a response to the approved requester or alternate. The turnaround time for a records request will meet or exceed requirements.

Please note that all records (including volumes, documents, digital images, metadata or microfilm) serviced by Kofile shall remain the property of Baldwin County Commission. This policy applies to any agreement, verbal or written, between Baldwin County Commission and Kofile.

The records are not used by Kofile other than in connection with providing the services pursuant to any agreement between Kofile and Baldwin County Commission. The records are not commercially exploited by or on behalf of Kofile, its employees, officers, agents, in-vitees or assigns, in any respect.

Please let me know if you have any questions. We look forward to serving Baldwin County Commission and to working together for the preservation and access of its public and historical assets. Sincerely,

Trae Scism

Trae Scism

c: 863.289.0409

e: trae.scism@kofile.com

rac



# Kofile Technologies, Inc. and Baldwin County, Alabama Service Agreement

THIS SERVICE AGREEMENT FOR Preservation of Deed Volumes (the "Agreement"), effective as of February\_\_\_, 2022 (the "Effective Date"), is between BALDWIN COUNTY, ALABAMA, a political subdivision of the State of Alabama, by and through the Baldwin County Commission (hereinafter referred to as the "County"), an entity with administrative offices located at 220 Courthouse Square, Bay Minette, AL 36507, and KOFILE TECHNOLOGIES, INC., a Delaware corporation, with a principal location at 6300 Cedar Springs Road, Dallas, TX 75235 (hereinafter referred to as "Kofile").

**WHEREAS** the County is committed to preserving and maintaining its records for the benefit and use of the County and the public and is need of preservation services for its records to further those preservation efforts;

**WHEREAS** the County desires to retain Kofile for certain preservation services related to certain County records as set forth in a Schedule to this Agreement (collectively the "Records");

**WHEREAS** Kofile is qualified and desires to perform preservation services for County including those more specifically identified in a Schedule to this Agreement. Preservation Services may include conservation, deacidification, encapsulation, rebinding, re-creation, image capture, image processing, indexing and microfilming, and other related services as the parties may agree from time to time in a Schedule to this Agreement (the "Preservation Services");

**NOW, THEREFORE**, in consideration of the premises, covenants and undertakings contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1. <u>Scope of and Timing of Services</u>. During the term of this Agreement, and consistent with the terms and conditions set forth herein, Kofile will provide County with Preservation Services (the "Services") as set forth in one or more Schedules to this Agreement. Schedule A attached hereto is effective upon the execution of this Agreement. Future Schedules, if any, will be effective upon their execution by both parties.

Unless otherwise specific in a Schedule, Kofile shall arrange for the transport of the Records to and from Kofile's place of business as mutually agreed to by the parties. Upon receiving the Records, or each batch of the Records (as the case may be), at Kofile's place of business, Kofile shall use reasonable efforts to complete the Preservation Services upon the Records and deliver the Preserved Data, or each batch of Preserved Data, to the County within the time period(s) indicated in a Schedule or as agreed to by the parties for each project.

2. <u>Term.</u> This Agreement will become effective on the Effective Date set forth above and will remain in effect for one (1) year unless terminated as set forth herein. This Agreement will automatically renew for up to three (3) one (1) year terms unless a party provides no less than sixty (60) days-notice of non-renewal to the other party. The Termination rights sets forth in Section 3 will be applicable to this Agreement or any individual current or future Schedule thereto.



The termination of any particular Schedule will not terminate this Agreement or another Schedule. Termination of the Agreement will terminate all Schedules.

- 3. <u>Termination</u>. This Agreement is subject to termination for convenience and without penalty by either party upon not less than ninety (90) days written notice to the other party. Either party may terminate this Agreement or any Schedule thereto, for a material breach if such breach remains uncured after ten (10) days written notice by the other party. Unless provided for otherwise therein, each Schedule to this Agreement is subject to termination for convenience and without penalty upon not less than ninety (90) days written notice to the other party. Kofile will use reasonable efforts to cease efforts upon notice of termination. County will be responsible for payment of all Preservation Services completed through the termination date.
- **4.** <u>Compensation and Invoicing.</u> County agrees to pay Kofile for the Preservation Services in accordance with the payment provisions set forth in each Schedule to this Agreement. Kofile shall submit an invoice to County for each payment due, and County agrees to pay each invoice within thirty (30) calendar days after receipt. The date of payment shall be the date the check is mailed, as evidenced by the postmark. Timely payment is a material term of the Agreement.
- **5.** <u>Indemnification.</u> Kofile shall defend, indemnify, and hold harmless the County and its commissioners, officers, agents, and employees, from any and all losses, claims, demands, damages, injuries, causes of action, assessments, penalties, costs, expenses, judgments or other liabilities arising out of Kofile's negligent performance of any Preservation Services provided pursuant to this Agreement. Nothing in this Agreement shall be construed to require Kofile to provide indemnification for losses, claims, demands, damages, injuries, causes of action, assessments, penalties, costs, expenses, judgments, or liabilities (a) arising out of or otherwise related to, in whole or in part, the negligence or willful misconduct of the County or (b) concerning or otherwise related to the accuracy or inaccuracy, content, or omission of any information in any of the Records.
- **6.** <u>Limitation of Liability</u>. EXCEPT FOR LIABILITY ARISING FROM GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY TO THIS AGREEMENT BE LIABLE TO THE OTHER PARTY HEREUNDER FOR ANY CLAIMS, PENALTIES OR DAMAGES, WHETHER IN CONTRACT, TORT, OR BY WAY OF INDEMNIFICATION, IN AN AMOUNT EXCEEDING FIVE-HUNDRED THOUSAND AND 00/100 DOLLARS (\$500,000.00). EXCEPT FOR LIABILITY ARISING FROM GROSS NEGLIGENCE OR WILFULL MISCONDUCT, NEITHER PARTY TO THIS AGREEMENT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, INTRINSIC VALUE OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.
- 7. <u>Insurance.</u> Kofile shall maintain in full force and effect, for the term of this Agreement, the following types of insurance: (a) Commercial General Liability insurance of not less than \$1,000,000.00 each occurrence, and \$2,000,000.00 in the aggregate, (b) Automobile Liability insurance of not less than \$1,000,000.00 combined single limit, (c) Umbrella Liability insurance of not less than \$5,000,000.00, (d) Workers' Compensation insurance meeting or exceeding the



statutory requirements, and (e) Errors and Omissions insurance of not less than \$1,000,000.00. A Certificate of Insurance confirming such insurance and limits will be provided to the County upon request. Kofile shall cause insurer to furnish to County future certificate(s) evidencing the insurance described herein at any time upon request. Kofile will provide County with no less than thirty (30) days-notice of any material change, notice of non-renewal or cancellation.

- 8. Fiscal Funding. Notwithstanding any provisions contained herein, the obligations of County under any Schedule to this Agreement are expressly contingent upon the availability of funding for each item and obligation contained herein for the term of the Agreement and any extensions thereto. In the event County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, County, at its sole discretion, may provide funds from a separate source or may terminate any Schedule to this Agreement by written notice to Kofile at the earliest possible time prior to the end of its fiscal year. Upon County's termination for lack of sufficient funding, each party shall return all products, documentation, and other information disclosed or otherwise delivered to the other party prior to such termination. County shall pay for all services performed up through and including the date of termination, and any licenses granted hereunder shall terminate.
- **9.** <u>Independent Contractor.</u> Kofile, including its agents or employees, is an independent contractor and not an agent, servant, joint enterpriser, joint venture or employee of the County, and is responsible for its own acts, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with the performance of work under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association, or employment relationship between the parties.
- **10.** <u>Taxes.</u> County represents as an entity of the State it is exempt from the payment of state and local sales, excise, and use tax and federal excise tax, and it shall therefore not be liable or responsible to the Kofile for the payment of such taxes under this Agreement.

The fees paid to Kofile pursuant to this Agreement are inclusive of any applicable sales, use, personal property or other taxes based upon or measured by Kofile's cost in acquiring materials and supplies or providing Preservation Services including all personal property and use taxes, if any, due on equipment owned by Kofile.

Kofile accepts full and exclusive liability for the payment of any and all contributions or taxes Including for Social Security, Workers' Compensation Insurance, and Unemployment Insurance, imposed under any state or federal laws based upon by the wages, salaries, or other remuneration paid to persons employed by Kofile for work performed under the terms of this Agreement and agrees to indemnify and save harmless the County from any such liability.

11. <u>Corporate Good Standing.</u> Kofile represents and warrants that it: (a) is a corporation duly incorporated, validly existing and in good standing; (b) has all requisite corporate power and authority to execute, deliver, and perform its obligations hereunder; and (c) is duly licensed, authorized, or qualified to do business and is in good standing in every jurisdiction as necessary to perform its obligations hereunder.



- 12. <u>No Actions, Suits, Proceedings or Debarment.</u> Kofile warrants that there are no actions, suits, or proceedings, pending or threatened, that will have a material adverse effect on Kofile's ability to fulfill its obligations under this Agreement. Kofile certifies that at the time of this Agreement, Kofile was not on the federal government's list of suspended, ineligible, or debarred contractors and that Kofile has not been placed on this list at the time of the contract execution. Kofile will notify County if it becomes suspended, ineligible or debarred.
- 13. <u>Professional Quality.</u> Kofile warrants to the County that all Preservation Services provided under this Agreement will be performed in a manner consistent with or greater than that degree of care, qualification and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. If any work is reasonably determined by County to be less than professional quality, Kofile will correct such work without charge. This warranty extends for ninety (90) business days past termination or expiration of this Agreement. This warranty is limited to rework of the unsatisfactory product without change to the original specifications and without regard to the amount of the effort expended on the original work product.
- 14. Ownership of County Records. All of the Records shall remain the property of the County. The Records shall not be used by Kofile other than in connection with providing the Preservation Services pursuant to this Agreement. Kofile shall not destroy any Records. At no cost to County, Kofile shall upon request: (a) promptly make a copy of a Record or other record and send it to the County, or (b) promptly return to County, any Records or other documents of County that it may possess or control.
- 15. <u>Notices</u>. Any notice or certification required or permitted to be delivered under this Agreement shall be deemed to have been given when personally delivered, or if mailed, three (3) business days after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, properly addressed to the contact person shown at the respective addresses set forth below, or at such other addressed as shall be specified by written notice delivered in accordance herewith:

If to the County:

If to Kofile

Baldwin County 220 Courthouse Square Bay Minette, AL 36507 Attention: Hon. Harry D'Olive, Jr. Kofile Technologies 6300 Cedar Springs Road Dallas, TX 75235 Attention: Legal department Michael.strachan@Kofile.com

- **16.** <u>Order of Precedence of Related Documents.</u> In the event of a conflict or ambiguity within, between or among the provisions of this Agreement and/or any of the referenced or incorporated documents, all parties agree that the provisions of this Agreement shall take precedence.
- 17. <u>Assignment.</u> Kofile will not assign, transfer, or convey its interest in this Agreement without the prior written consent of the County. Notwithstanding the foregoing, Kofile may freely assign this Agreement to a corporate affiliate or in the event of the sale of all, or substantially all, of its assets. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns.



- **18.** Amendments and Changes in the Law. No modification, amendment, notation, renewal, change order, or other alteration of this Agreement shall be effective unless mutually agreed upon in writing and executed by the parties hereto.
- 19. <u>Confidentiality.</u> Information disclosed by a party to the other for purpose of work to be performed under this Agreement or information that comes to the attention of a party during the course of performing such work, that is not considered to be in the public domain, is to be kept strictly confidential. Each party agrees to use each other's confidential information only for the purposes of this Agreement and shall not disclose confidential information to any third-party except as required by law or with the other party's prior written consent.
- **20.** <u>Governing Law; Forum.</u> This Agreement shall be construed and enforced in accordance with the substantive and procedural laws of the State of Alabama, without reference to its principles of conflict of laws with proper venue for any action arising hereunder lying in Baldwin County, Alabama.
- **21.** <u>Entire Agreement.</u> This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings and Agreements between the parties, whether written or oral, relating to the same subject matter. This Agreement and all of its provisions shall be binding upon and shall inure to the benefit of the partities and their respective successors and assigns.
- **22.** <u>Severability.</u> If any provision of the Agreement is constructed to be illegal or invalid, this will not affect the legality of validity of any of the other provisions in this Agreement. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions shall continue and be given effect as if the illegal or invalid provisions had never been incorporated.
- 23. <u>Counterparts; Number and Electronic Signatures.</u> This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Signatures delivered by email in .pdf format shall be deemed original signatures for purposes of this Agreement.
- 24. <u>Signatory Warranty and Binding Effect.</u> The undersigned signatories for the parties hereby represent and warrant that they are officers of their respective organizations for which they have executed this Agreement and that they have full and complete authority to enter into this Agreement on behalf of their respective organizations and that the executions hereof are the acts of the parties involved and constitute legal, valid, and binding obligations of the respective parties.
- **25.** Attorney Fees. In the event County is forced to employ an attorney to enforce any of the terms of this Agreement as a result of a breach of this Agreement by Kofile, the County shall be entitled to recover from Kofile its reasonable costs and expenses, including a reasonable attorney's fees, incurred in connection therewith.

\*\*\*\* Signature Page below \*\*\*\*\*\*



**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

KOFILE TECHNOLOGIES, INC.

Jonathan Mohn

President

Baldwin County Commission, AL

Baldwin County Commission Chair

ATTESTED TO:

By: Wayne Dyess

Its: County Administrator



# SCHEDULE A- 2022 Preservation and Archival Imaging of County Records

# A. Records Volumes and Pricing:

Kofile will perform the preservation services and archival imaging for the County Deed Books identified by Volume below in Section D of this Schedule. County acknowledges pricing set forth herein is based upon a good faith estimate of page counts and condition. Actual pricing will be based upon actual page counts, condition of records and the applicable unit pricing such that actual billing may vary from the estimate provided.

# B. Payment Terms:

Payment to Kofile will be due in three (3) equal monthly payments of \$142,505.75 based upon the estimated total of \$427,517.25. Kofile will invoice County for the first payment upon execution of the Agreement. Payment terms are net 30 from the receipt of each invoice. Kofile will issue a final invoice or refund to County based upon actual final total cost with thirty (30) days of project completion. Each invoice will be provided to the County as directed or otherwise will be mailed directly to:

Baldwin County 220 Courthouse Square Bay Minette, AL 36507 Attention: Hon. Harry D'Olive, Jr.

# C. Project Schedule:

- 1. Kofile will pick-up the Records from the County within forty-five (45) days of the execution of the Agreement between the parties.
- 2. County will be responsible to provide Records to be preserved and imaged in organized and labeled boxes;
- 3. Kofile will use commercially reasonable efforts to complete preservation and imaging of the Records within one hundred and eighty (180) days of retrieving the Records from the County.
- **4.** While the Records are in Kofile's possession, County may access the records by sending an e-mail request to imagerequests@kofile.com with a subject line of "Book\_\_/Page\_\_." County will provide the Case(s) and Box/Book that holds the case/document in the body of the Records request e-mail.
- 5. Kofile will research and respond to the Records request within eight (8) business hours.
- **6.** Kofile and County will mutually agree to schedule the return of the physical Records to County.
- 7. The preserved and digitized Records will be returned to County upon completion as agreed upon by the parties.



# D. Deed Record Project Specifications and Estimates

| BALDWIN COUNTY, AL PRESERVATION AND IMAGING OF DEED RECORDS |               |            |              |                    |                          |                    |
|---|---------------|------------|--------------|--------------------|--------------------------|--------------------|
| VOLUME  | PAGE<br>COUNT | SHEET SIZE | DESCRIPTION  | (PRV) PRESERVATION | (IM) ARCHIVAL<br>IMAGING | LINE-ITEM<br>TOTAL |
| 56-90   | 20,885        | 17" x 11"  |              | \$104,425.00       | \$17,752.25              | \$122,177.25       |
| 91-169  | 47,400        | 14" x 10"  |              | \$237,000.00       | \$40,290.00              | \$277,290.00       |
| TOTAL DEED RECORDS  |               |            | \$341,425.00 | \$58,042.25        | \$399,467.25             |                    |

| BALDWIN COUNTY, AL DSB SHELVING           |  |            |                    |  |  |
|---|--|------------|--------------------|--|--|
| QUANTITY                                  | DESCRIPTION                                    | UNIT PRICE | LINE-ITEM<br>TOTAL |  |  |
| 17  | Shelving units for DSB Binders                 | \$1,650.00 | \$28,050.00        |  |  |
| 1   | Preservation of Old Map                        | No Charge  | \$0.00             |  |  |
| 1   | Preservation of Book "Jim and Jess" and rebind | No Charge  | \$0.00             |  |  |
| PRESERVATION, IMAGING, AND SHELVING UNITS |  |            | \$427,517.25       |  |  |



# **Baldwin County Commission**

# **Agenda Action Form**

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 12/5/2022

Item Status: New

**From:** Wanda Gautney, Purchasing Director/Joey Nunnally, County Engineer/Frank Lundy Maintenance Engineer/Brian Peacock, Communications Information Systems Director

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

# ITEM TITLE

Competitive Bid #WG20-52A - Provision of Push-to-Talk over Cellular (PoC) Services and Equipment Monthly Rental for the Baldwin County Commission

# STAFF RECOMMENDATION

Extend Competitive Bid #WG20-52A - Provision of Push-to-Talk over Cellular (PoC) Services & Equipment Monthly Rental with **Two-Way Communications**, **Inc.**, for an additional twelve (12) months at the same prices and terms stated in the original bid award on December 1, 2020. The new extension will expire on December 1, 2023.

# **BACKGROUND INFORMATION**

**Background:** Staff is requesting the Commission extend the bid for the Provision of Push-to-Talk over Cellular (PoC) Services & Equipment Monthly Rental that was awarded to Two-Way Communications, Inc., on December 1, 2020, for twelve (12) months. The bid specifications contained a stipulation that the bid could be extended for two (2) additional twelve (12) month periods by the Commission at their option, if acceptable by the vendor. Any additional contract or extensions will be at the same prices, terms and conditions stated in the bid. The vendor, Two-Way Communications, Inc., has submitted an email agreeing to extend the bid prices for an additional twelve (12) months. The new extension will expire on December 1, 2023. Award Listing attached for review.

# Previous Commission action/date:

<u>09/15/2020 meeting:</u> 1) Approved the specifications and authorized 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, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid was advertised.

<u>10/20/2020 meeting:</u> 1) Authorized the Purchasing Director to re-bid for the Provision of Push-To-Talk over Cellular (PoC) Services & Equipment Monthly Rental for the Baldwin County Commission; and

File #: 23-0231, Version: 1 Item #: CE2

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

12/01/2020 meeting: Awarded Bid # WG20-52A - Provision of Push-To-Talk over Cellular (PoC) Services & Equipment Monthly Rental to the lowest responsible bidder, Two-Way Communications, Inc., D/B/A 2-Way Communications, Inc., per the attached award listing.

# FINANCIAL IMPACT

Total cost of recommendation: Variable

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

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

# LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

# ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

# FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 12/05/2022

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

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

Letter to Vendor

Additional instructions/notes: N/A

From: <u>Lester Boihem</u>
To: <u>Wanda Gautney</u>

Subject: Re: Baldwin County Commission - Bid #WG20-52A - Provision of Push-To-Talk over Cellular (PoC) Services &

Monthly Equipment Rental

Date: Monday, November 14, 2022 1:38:34 PM

Attachments: WG20-52A Award Listing.pdf

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

YES Thank you Lester

On Nov 14, 2022, at 1:28 PM, Wanda Gautney <wgautney@baldwincountyal.gov> wrote:

Lester,

Bid #WG20-52A - Provision of Push-To-Talk over Cellular (PoC) Services & Monthly Equipment Rental for the Baldwin County Commission will be expiring on December 1, 2022.

The bid specifications included an option to renew the bid for an additional twelve (12) months if the vendor agrees, at the same prices and terms as the original bid award.

Baldwin County would like to extend the bid for twelve (12) months. I have attached a copy of the Award Listing for your review.

Please let me know if Two Way Communications, Inc., agrees to a twelve (12) month extension at the same prices and terms of the original bid award dated December 1, 2020?

Thank you

Wanda Gautney, Purchasing Director Baldwin County Purchasing Department

Phone: (251) 580-2520 Fax: (251) 580-2536

Email: wgautney@baldwincountyal.gov



### **COMPETITIVE BID #WG20-52A AWARD LISTING**

Provision of Push-To-Talk over Cellular (PoC) Services & Equipment Monthly Rental

Effective: December 1, 2020 through December 1, 2022

BIDDER: Two-Way Communications, Inc. DBA 2-Way Communications, Inc.

Radio #1 with accessories listed

Make/Model: Two Way i305/i405

Amount Bid: \$29.00 per month including equipment and unlimited Airtime

Initial Cost: \$114.00

Optional Accessories:

Multi-Unit Charger \$299.00 Surveillance Kit \$55.00 Speaker Mic \$49.00

Radio #2 with accessories listed

Make/Model: Two Way i450

Amount Bid: \$29.00 per month including equipment and unlimited Airtime

Initial Cost: \$114.00

Optional Accessories:

Multi-Unit Charger \$299.00 Surveillance Kit \$55.00 Speaker Mic \$49.00

Radio #3 with accessories listed

Make/Model: Two Way i682

Amount Bid: \$29.00 per month including equipment and unlimited Airtime

Initial Cost: \$114.00

Optional Accessories:

Multi-Unit Charger \$329.00 Surveillance Kit \$69.00 Speaker Mic \$59.00

Radio #4 with accessories listed

Make/Model: Two Way m990

Amount Bid: \$29.00 per month including equipment and unlimited Airtime

Initial Cost: \$114.00

Exceptions: NONE



# **Baldwin County Commission**

# **Agenda Action Form**

File #: 23-0224, Version: 1 Item #: CE3

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 12/5/2022

Item Status: New

From: Wanda Gautney, Purchasing Director/Brian Peacock, CIS Director/Adam Scarborough,

Assistant CIS Director

Submitted by: Wanda Gautney, Purchasing Director

# **ITEM TITLE**

Competitive Bid #WG21-03 - Provision of Microcomputer Systems and Peripheral Equipment for the Baldwin County Commission

# STAFF RECOMMENDATION

Extend Competitive Bid #WG21-03 - Provision of Microcomputer Systems & Peripheral Equipment with TSA, Inc., for Servers Group 1-1 for an additional twelve (12) months at the same prices and terms stated in the original bid award on January 5, 2021. The extension will expire on January 5, 2024.

# **BACKGROUND INFORMATION**

**Background:** The CIS Department is requesting that the Commission extend the bid for the Provision of Microcomputer Systems & Peripheral Equipment with TSA, Inc., that was awarded on January 5, 2021, for twelve (12) months. The bid specifications contained a stipulation that the bid could be extended for two (2) additional twelve (12) month periods by the Commission at their option, if acceptable by the vendor. Any additional contract or extensions will be at the same prices, terms and conditions stated in the bid. The vendor, TSA, Inc., has submitted an email agreeing to extend the bid prices for an additional twelve (12) months. The extension will expire on January 5, 2024. Award Listing attached for review.

Previous Commission action/date: N/A

# FINANCIAL IMPACT

Total cost of recommendation: Variable

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

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

# **LEGAL IMPACT**

Is legal review necessary for this staff recommendation and related documents?  $\ensuremath{\text{N/A}}$ 

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: 12/05/2022

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

**To:** Angle Livengood Wanda Gautney

Date: Tuesday, November 8, 2022 6:40:19 AM

attachments, clicking links, or responding to this email.

Subject: RE: Bid #WG21-03 Provision of Microcomputer Systems and Peripheral Equipment

This message has originated from an External Source. Please use proper judgment and caution when opening

Yes ma'am! TSA agrees to extend. Please let me know if you need anything else.

Thank you Wanda!

Angie Livengood

Account Manager TSA, Inc.

205-281-1960 C | 205-402-2385 F

angie.livengood@tsa.com | https://gcc02.safelinks.protection.outlook.com/?

url=http%3A%2F%2Fwww.tsa.com%2F&data=05%7C01%7Cwgautney%40baldwincountyal.gov%7C13bfc9bc0440480f8d3108dac18662fc%7Ca1dbbb3c47f8420e932cbb4942e61768%7C0%7C0%

7C638035080181029032%7CUnknown%

7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D% 7C3000%7C%7C%amp;sdata=bld5KiDgv0HRLCDOUIk%2FRTlO%2FP7%2BDjqEGljBrwsfIJA% 3D&reserved=0

----Original Message----

From: Wanda Gautney <wgautney@baldwincountyal.gov>

Sent: Monday, November 7, 2022 4:09 PM

To: Angie Livengood <angie.livengood@tsa.com>

Subject: Bid #WG21-03 Provision of Microcomputer Systems and Peripheral Equipment

Angie,

Bid #WG21-03 - Provision of Microcomputer Systems and Peripheral Equipment for Baldwin County Commission will be expiring on January 5, 2023. The bid specifications included an option to renew the bid for an additional twelve (12) months if the vendor agrees, at the same prices and terms as the original bid award. Baldwin County would like to extend the bid for twelve (12) months.

Please let me know if TSA, Inc., agrees to a twelve (12) month extension at the same prices and terms of the original bid award dated January 5, 2021.

Thanks

Wanda Gautney, Purchasing Director Baldwin County Purchasing Department

Phone: (251) 580-2520 Fax: (251) 580-2536

Email: wgautney@baldwincountyal.gov

# Competitive Bid #WG21-03 - AWARD LISTING **Provision of Microcomputer Systems and Peripheral Equipment** Effective 1/5/2021 - 1/5/2022

**Description: Servers Group 1-1** 



| Bid Group: |  |
|------------|--|
|            |  |

**Source Of Manufacturer Reference Price:** 

# (\*\*\*\*Note All Items in Group 1-1 Shall have a 3 year Onsite Repair 24x7x4 Warranty\*\*\*\*)

# **Technical & Scientific Application,** Inc. dba TSA, Inc.

**Personal Computers and Servers** 

| Item # | MFG. | Part #     | Description   | Manufacturer<br>Reference Price: | Discount Factor % | Bid Price \$ |
|--------|------|------------|---|----------------------------------|-------------------|--------------|
| 1      | HP   | C7977AL    | HPE LTO-7 Ultrium Custom Lbl 20 Pack Model          | 2,082.72                         | 37%               | 1,310.00     |
|        |      |            | Quantity Model # Description                        |                                  |                   |              |
|        |      |            | 1 867959-B21 HPE DL360 Gen10 8SFF CTO Server        |                                  |                   |              |
|        |      |            | 1 867959-B21 ABA U.S English localization           |                                  |                   |              |
|        |      |            | 1 860653-L21 HPE DL360 Gen10 Xeon-S 4110 FIO Kit    |                                  |                   |              |
|        |      |            | 1 860653-B21 HPE DL360 Gen10 Xeon-S 4110 Kit        |                                  |                   |              |
|        |      |            | 2 815098-B21 HPE 16GB 1Rx4 PC4-2666V-R Smart Kit    |                                  |                   |              |
|        |      |            | 2 P04527-B21 HPE 800GB SAS MU SFF SC PM5 SSD        |                                  |                   |              |
|        |      |            | 2 AF556A HP 1.83m 10A C13-UL US Pwr Cord            |                                  |                   |              |
|        |      |            | 1 804331-B21 HPE Smart Array P408i-a SR Gen10 Ctrlr |                                  |                   |              |
|        |      |            | 1 734807-B21 HP 1U SFF Easy Install Rail Kit        |                                  |                   |              |
|        |      |            | 2 865408-B21 HPE 500W FS Plat Ht Plg Pwr Supply Kit |                                  |                   |              |
|        |      |            | 1 BD505A HPE iLO Adv 1-svr Lic 3yr Support          |                                  |                   |              |
|        |      |            | 1 H7J34A3 HPE 3Y Foundation Care 24x7 wDMR Service  |                                  |                   |              |
| 2      |      | 867959-B21 | 1 H7J35A3 WAG HPE DL360 Gen10 Support               | 12,123.00                        | 39%               | 7,375.00     |
|        |      |            |   |                                  |                   |              |
|        |      |            |   |                                  |                   |              |
|        |      |            |   |                                  |                   |              |
|        |      |            |   |                                  |                   |              |

Exceptions to Bid Specifications: NONE



# **Baldwin County Commission**

# **Agenda Action Form**

File #: 23-0228, Version: 1 Item #: CE4

Meeting Type: BCC Regular Meeting

**Meeting Date:** 12/5/2022

Item Status: New

From: Wanda Gautney, Purchasing Director/Brian Peacock, CIS Director/Adam Scarborough,

Assistant CIS Director

Submitted by: Wanda Gautney, Purchasing Director

# **ITEM TITLE**

Competitive Bid #WG22-01 - On-call Fiber Optic Installation and Repair Services for the Baldwin County Commission

# STAFF RECOMMENDATION

Extend Competitive Bid #WG22-01 - On-call Fiber Optic Installation and Repair Services with **B & L Cable Construction, LLC**, for an additional twelve (12) months at the same prices and terms stated in the original bid awarded on December 7, 2021.

The Contract extension will expire on December 7, 2023.

# BACKGROUND INFORMATION

**Background:** The CIS staff is requesting that the Commission extend the bid for the On-call Fiber Optic Installation and Repair Services that was awarded to B & L Cable Construction, LLC, on December 7, 2021, for twelve (12) months. The bid specifications contained a stipulation that the bid could be extended for two (2) additional twelve (12) month periods by the Commission at their option, if acceptable by the vendor. Any additional contract or extensions will be at the same prices, terms and conditions stated in the bid. The vendor, B & L Cable Construction, LLC, has submitted an email agreeing to extend the bid prices for an additional twelve (12) months. The Contract extension will expire on December 7, 2023. Award Listing attached for review.

# Previous Commission action/date:

<u>10/19/2021 meeting:</u> 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for an On-call Fiber Optic Installation and Repair Services; and 2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

<u>12/07/2021 meeting</u>: Awarded the bid to the lowest responsible bidder, who met all the specifications, B & L Cable Construction, LLC, for the On-call Fiber Optic Installation and Repair Services and authorized the Chairman to execute the Contract.

# FINANCIAL IMPACT

**Total cost of recommendation:** Estimated \$65,000.00

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

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

N/A

# **LEGAL IMPACT**

Is legal review necessary for this staff recommendation and related documents? Standard County 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: 12/05/2022

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

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

Letter to Vendor

Additional instructions/notes: N/A

From: Beverly Rabren
To: Wanda Gautney

Subject: Re: Contract for Bid #WG22-01 – On-Call Fiber Optic Installation and Repair

Date: Wednesday, November 9, 2022 9:19:16 PM

Attachments: WG22-01 Award Listing.pdf

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

\_\_\_\_\_

Yes ma'am. We agree to the terms and prices and wish to renew. I'll have a new COI sent to you. Let me know if there anything more.

We appreciate the opportunity.

```
> On Nov 7, 2022, at 2:18 PM, Wanda Gautney <wgautney@baldwincountyal.gov> wrote: >
```

> Beverly

> Bid #WG22-01 – On-Call Fiber Optic Installation and Repair for Baldwin County Commission will be expiring on December 7, 2022. The bid specifications included an option to renew the bid for an additional twelve (12) months if the vendor agrees, at the same prices and terms as the original bid award. Baldwin County would like to extend the bid for twelve (12) months with B & L.

> I have attached a copy of the Award Listing for your review.

> Please let me know if B & L Construction, LLC, agrees to a twelve (12) month extension at the same prices and terms of the original bid award dated December 7, 2021.

> Thanks

>

>

> Wanda Gautney, Purchasing Director > Baldwin County Purchasing Department

> Phone: (251) 580-2520 > Fax: (251) 580-2536

 $> Email: \ wgautney@baldwincountyal.gov$ 

>

# Competitive Bid WG22-01 AWARD LISTING On-Call Fiber Optic Network Installation & Repair Services Effective 12/07/2021 through 12/07/2022

| Vendor                | B & L Cable Construction     | , LLC                |                       | AL GC #39123         |
|-----------------------|------------------------------|----------------------|-----------------------|----------------------|
| Item #                | Item                         | Unit                 | <b>Unit Price</b>     |                      |
| 0.01                  | 1                            | I                    |                       |                      |
| 001                   | Fusion Splice                | Each                 | \$35.00               |                      |
| 002                   | Hand Termination             | Each                 | \$42.00               |                      |
| 003                   | Power Meter Testing          | Each                 | \$18.00               |                      |
| 004                   | OTDR Testing                 | Each                 | \$12.00               |                      |
| Hourly cost for rep   | air or new installation work |                      |                       |                      |
|                       | Fiber Splice                 | Installation<br>Crew | Bore Crew             | Plow/Backhoe<br>Crew |
| Weekdays M-F          | \$90.00/hr                   | \$120.00/hr          | \$190.00/hr           | \$160.00/hr          |
| Evenings              | \$120.00/hr                  | \$160.00/hr          | \$250.00/hr           | \$200.00/hr          |
| Weekends              | \$120.00/hr                  | \$160.00/hr          | \$250.00/hr           | \$200.00/hr          |
| Holidays              | \$160.00/hr                  | \$190.00/hr          | \$310.00/hr           | \$280.00/hr          |
|                       | Evenings begin at 5:00 PN    | //; Weekends be      | gin at Friday 5:00 PN | Л                    |
| Holiday List          | New Years Eve, New Year      | s Day, Memorial      | Day, Independence     | Day,                 |
|                       | Labor Day, Thanksgiving [    | Day, Christmas Ev    | e, Christmas Day      |                      |
| Materials Cost Plus F | Rate 15%                     |                      |                       |                      |

| State of Alabama  | ) |
|-------------------|---|
| County of Baldwin | ) |

## CONTRACT FOR PROFESSIONAL AND CONSTRUCTION SERVICES

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

## WITNESSETH:

Whereas, at its regular held meeting on Tuesday, October 19, 2021, the Commission authorized staff to place a competitive bid for On-Call Fiber Optic Installation and Repair Services for the Baldwin County Commission; and

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

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

I. <u>Definitions</u>. The following terms shall have the following meanings:

A. COUNTY:

Baldwin County, Alabama

B. COMMISSION:

Baldwin County Commission

C. PROVIDER:

B & L Cable Construction, LLC

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

- III. <u>Recitals Included</u>. 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.** <u>Professional Qualifications.</u> 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. <u>No Prohibited Exclusive Franchise</u>. 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. <u>Legal Compliance</u>. 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. <u>Unenforceable Provisions</u>. 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. <u>Assignment.</u> 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.** <u>Notice.</u> Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER:

B & L Cable Construction, LLC

11446 Brooklyn Road Andalusia, AL 36421 ATTN: Greg Rabren

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 #WG22-01", 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 #WG22-01 named, On-Call Fiber Optic Network-Installation and Repair Services 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.** <u>Termination of Services</u>. The COUNTY may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the PROVIDER. Upon receipt of such notices, PROVIDER shall discontinue its work to the extent specified in the notice.

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

XIX. <u>Compensation Limited</u>. 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**. <u>Direct Expenses</u>. Compensation to PROVIDER for work shall be as per <u>"ATTACHMENT A"</u>. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services

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

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

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

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

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

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

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

- (a) Acceptance of Surety. The bond and/or surety document must be reviewed by, and be acceptable to, County staff and approved by the County Commission. In the event that such document is not in an acceptable form at any time prior to or during the effectiveness of this Contract, the services and/or work described in this Contract shall either not commence or immediately cease, depending on the situation. Any project delay that is attributable to the County's acceptance, or non-acceptance, of the bond and/or surety document form shall in no way be consider as a delay caused by the County, and the Contractor and/or Provider waives all rights to claim that any such delay was the fault of the County.
- (b) <u>Value of Surety</u>. The bond and/or surety guarantee shall be of an amount equal to or greater than 100 percent of the total cost identified in the bid response.
- (c) <u>Term of Surety</u>. Any bond and/or surety guarantees required by the County must be valid at all times during the life of this Contract. Notwithstanding anything written or implied herein to the contrary, in no event shall the bond and/or surety document lapse, terminate, expire, or otherwise become invalid prior to the County, or the County's authorized agent, providing a written Notice to the Provider/Contractor that the Project is in fact completed in all respects. Said Notice from the County or its authorized agent shall not be provided until the County, in its sole discretion, is satisfied that the Project is complete in all respects.
- (d) Scope of the Surety. The terms and provisions of any bond and/or surety guarantee provided as part of this Project shall in all respects, without limitation, be consistent and in agreement with, the provisions of this Contract. In the event that the bond and/or surety guarantee is in conflict with this Contract, this Contract shall govern. Neither this section nor this provision limits the duties of the Provider/Contractor to satisfy all of the requirements in this Contract.

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

ATTEST:

JAMES E. BALL, Chairman /Date

WAYNE DYESS

County Administrator

State of Alabama )

County of Baldwin

State, hereby certify that, James E. Ball, 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

Notary Public

My Commission Expires My Commission Expires:

December 28, 2024

SIGNATURE PAGE AND NOTARY PAGE TO FOLLOW

# PROVIDER:

| B & L Cable Construction, LLC    12-14-21     By Greg Rabrew   Date     Its   Managing Member  |
|--|
| State of Alabama)  |
| County of Baldwin)   |
| I, <u>Solan Peles</u> , Notary Public in and for said County and State, hereby sertify that <u>Cree Patren</u> as <u>Membel</u> of <u>B &amp; L Cable Construction</u> , <u>LLC</u> , 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 <u>B &amp; L Cable Construction</u> , <u>LLC</u> . |
| GIVEN under my hand and seal on this the day of day of   |
| Notary Public My Commission Expires  |
| JO ANN PETERS Notary Public State of Alabama My Commission Expires: 6/29/2022  |

BID #WG22-01 RESPONSE FORM On-Call Fiber Optic Network Installation & Repair Services 3 of 3

# **Bid Prices**

| Item # | Item                | Unit | Unit Price |
|--------|---------------------|------|------------|
| 001    | Fusion Splice       | Each | \$35       |
| 002    | Hand Termination    | Each | \$42       |
| 003    | Power Meter Testing | Each | \$18       |
| 004    | OTDR Testing        | Each | \$12       |

Hourly cost for repair or new installation work:

|              | <br>Fiber<br>Splicer | In | stallation<br>Crew | γ  | Bore<br>Crew | Plo | w/Backhoe<br>Crew |
|--------------|----------------------|----|--------------------|----|--------------|-----|-------------------|
| Weekdays M-F | \$<br>90.00          | \$ | 120.00             | \$ | 190.00       | \$  | 160.00            |
| Evenings *   | \$<br>120.00         | \$ | 160.00             | \$ | 250.00       | \$  | 200.00            |
| Weekends **  | \$<br>120.00         | \$ | 160.00             | \$ | 250.00       | \$  | 200.00            |
| Holidays *** | \$<br>160.00         | \$ | 190.00             | \$ | 310.00       | \$  | 280.00            |

<sup>\*</sup> Evenings begin at 5:00 PM

| Materials | - Cost | Plus | Rate:                    | 15%  |
|-----------|--------|------|--------------------------|--|
|           |        |      | The second second second | ACCORDING TO THE PROPERTY OF T |

<sup>\*\*</sup>Weekends begin at Friday 5:00 PM

<sup>\*\*\*</sup> Holidays are New Years Eve, New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve, Christmas Day



# **Baldwin County Commission**

# **Agenda Action Form**

File #: 23-0270, Version: 1 Item #: CE5

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 12/5/2022

Item Status: New

From: Wanda Gautney, Purchasing Director / Chief Anthony Lowery, BCSO

Submitted by: Susan Kilby-Aaron, Assistant Purchasing Director

# **ITEM TITLE**

Competitive Bid #WG23-04 - Provision of Police Vehicle Equipment for the Baldwin County Commission

## STAFF RECOMMENDATION

Award Bid #WG23-04 - Provision of Police Vehicle Equipment to the lowest responsible bidder, who met all the specifications, **Dana Safety Supply, Inc.**, as per the Award Listing.

# **BACKGROUND INFORMATION**

# **Previous Commission action/date:**

11/01/2022 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the Provision of Police Vehicle Equipment for the Baldwin County Commission; and 2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

**Background:** Bids were opened in the Purchasing Conference Room on November 18, 2022, at 1:30 P.M. Two (2) bids were received. The lowest responsible bidder, Dana Safety Supply, Inc., met all the specifications. The Jotto computer cable equipment bid by Prologic ITS, Inc., is not interchangeable with the current Gamble console equipment that is in all Sheriff's Department vehicles. Staff recommends the Commission award the bid to lowest responsible bidder, Dana Safety Supply, Inc., who met all the specifications, as per the attached Award Listing. Bid Tabulation is attached for review.

# FINANCIAL IMPACT

Total cost of recommendation: Variable

Budget line item(s) to be used: 52100/52200

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: 12/05/2022

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

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

Letter to Bidders

Additional instructions/notes: N/A

# **COMPETITIVE BID #WG23-04 Award Listing**

Provision of Police Vehicle Equipment - December 5, 2022 - December 5, 2023

BIDDER: DANA SAFETY SUPPLY, INC.

Gamber Johnson Wide Body Console Kit GJ 2021 Tahoe Part# 7170-0848-03

Includes: wide body console, dual cupholder, armrest printer, mongoose motion attachment w/equipment

mounting brackets (also includes blank filler panels necessary to complete install)

Model: 7170-0848-03

Amount Bid: \$869.08 each

Gamber Johnson GJ Notepad V Universal Computer Cradle Part# 7160-0250

Dimensions: Width- 10.62 to 16.5 inches Thickness- Up to 1.50 inches Depth- 9.00 to 12.38 inches

Model: 7160-250

Amount Bid: \$233.50 each

Black Rac/Setina Dual T-Rail Mount Small Lock Handcuff Key & 1082E Black Rac

Part # GK11191B1SHK

Model: GK11191B1SHK

Amount Bid: \$635.10 each

**Exceptions: None** 

## **COMPETITIVE BID #WG23-04 Bid Tabulation**

**Provision of Police Vehicle Equipment** 

BIDDER: DANA SAFETY SUPPLY, INC.

Gamber Johnson Wide Body Console Kit GJ 2021 Tahoe Part# 7170-0848-03

Includes: wide body console, dual cupholder, armrest printer, mongoose motion attachment w/equipment

mounting brackets (also includes blank filler panels necessary to complete install)

Model: 7170-0848-03

Amount Bid: \$869.08 each

Gamber Johnson GJ Notepad V Universal Computer Cradle Part# 7160-0250

Dimensions: Width- 10.62 to 16.5 inches Thickness- Up to 1.50 inches Depth- 9.00 to 12.38 inches

Model: 7160-250

Amount Bid: \$233.50 each

Black Rac/Setina Dual T-Rail Mount Small Lock Handcuff Key & 1082E Black Rac

Part # GK11191B1SHK

Model: GK11191B1SHK

Amount Bid: \$635.10 each

**Exceptions: None** 

# BIDDER: PROLOGIC ITS, LLC

Gamber Johnson Wide Body Console Kit GJ 2021 Tahoe Part# 7170-0848-03
Includes: wide body console, dual cupholder, armrest printer, mongoose motion attachment w/equipment

mounting brackets (also includes blank filler panels necessary to complete install)

Model: Jotto Desk 425-6678/425-3704/425-1849

Amount Bid: \$638.50 each

Gamber Johnson GJ Notepad V Universal Computer Cradle Part# 7160-0250

Dimensions: Width- 10.62 to 16.5 inches Thickness- Up to 1.50 inches Depth- 9.00 to 12.38 inches

Model: Jotto 425-0150/4154

Amount Bid: \$548.29 each

Black Rac/Setina Dual T-Rail Mount Small Lock Handcuff Key & 1082E Black Rac

Part # GK11191B1SHK

Model: Black Rac GK11191B1SHK

Amount Bid: \$708.06 each

Exceptions: Jotto Desk products have been substituted for Gamber Johnson products. Gamber Johnson Part# 7170-0848-03 Jotto Desk Part# 425-6678/425-3704/425-1849

Gamber Johnson Part# 7160-0250 Jotto Desk Part# 425-0150/4154



# **Baldwin County Commission**

# Agenda Action Form

File #: 23-0264, Version: 1 Item #: CE6

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 12/5/2022

Item Status: New

From: Wanda Gautney, Purchasing Director

Submitted by: Susan Kilby-Aaron, Assistant Purchasing Director

# **ITEM TITLE**

Competitive Bid #WG23-07 - Provision of Police Vehicle Equipment (Brake Rotors/Pads) 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 Police Vehicle Equipment (Brake Rotors/Pads); and
- Further, authorize the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

#### **BACKGROUND INFORMATION**

Previous Commission action/date: N/A

**Background:** This is an annual bid. Staff recommends the Commission approve the specifications and authorize the Purchasing Director to place a competitive bid.

# FINANCIAL IMPACT

**Total cost of recommendation:** Specifications

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: 12/05/2022

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 #WG23-07 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.

Bidder shall give a Unit price as indicated on the Bid Response Form. The price shall include all applicable charges, destination charges, delivery charges, 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.

#### **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. Prices bid shall be firm for a twelve (12) month period beginning on the day of the award. It is the County's intent to award the bid to one vendor.

# **BID RESPONSE FORM:**

Each supplier should use the Response Form provided for their bid. All warranties and exceptions are to be attached to the back of the Response Form. The bid Guarantee should be attached to the front of the Response Form. All exceptions must be listed and attached to the bid response form.

# **WARRANTY:**

Bidders shall submit a copy of the manufacturer's standard warranty along with a complete explanation of the warranty with their bid.

#### **DELIVERY**

Delivery shall be made within **thirty (30)** days after receipt of order. Lead time shall be designated on the Bid Response Form. Delivery shall be to the Baldwin County Sheriff's Support Services division, 18185 Raymond Fell Drive, Robertsdale, AL., 36567. Delivery shall be set up with T. Bookout at (251) 972-8590 or M. Brown at (251) 972-7576.

#### **Equipment List:**

Brake Pad and Rotors (both front and rear) for the following vehicles:

2021 thru 2023 Chevrolet Tahoe PPV

2012 thru 2023 Chevrolet Police Tahoe PPV

2016 thru 2023Ford F-150 Police Responder

2016 thru 2023Ford Explorer PPV

2021 thru 2023 Chevrolet Silverado LT 4x4

2017 thru 2023 Ford Transit Van (250-350 Series) PTV

Front Rotors: Factory OEM Equipment or equivalent to PPV package. Front Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent.

Rear Rotors: Factory OEM Equipment or Equivalent to PPV package. Rear Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent

# Provision of Police Vehicle Equipment (Brake Rotors/Pads) Page 1 of 7 Date: \_\_\_\_\_ Out of State \_\_\_\_ or \_\_\_ If yes, \_\_\_\_ Registration Number Company Name: Address: Company Rep. \_\_\_\_\_ (Rep. Name Typed or Printed) Email address: \_\_\_\_\_ Financing through another agency beside yourself \_\_\_\_\_ or \_\_\_\_ No If yes, must attach a copy of the financing agreement and all conditions to this response form. Financing Agency Authorized Signature

**BID #WG23-07 RESPONSE FORM** 

Brochures showing the equipment offered shall be attached to this Response Form.

All exceptions must be listed and attached to the bid response form.

# **BID #WG23-07 RESPONSE FORM**

Provision of Sheriff's Office Vehicle Equipment (Brake Rotors/Pads)
Page 2 of 7

# Brake Pad and Rotors (both front and rear) for the following vehicles:

2021 thru 2023 Chevrolet Tahoe PPV

2012 thru 2023 Chevrolet Police Tahoe PPV

2016 thru 2023Ford F-150 Police Responder

2016 thru 2023Ford Explorer PPV

2021 thru 2023 Chevrolet Silverado LT 4x4

2017 thru 2023 Ford Transit Van (250-350 Series) PTV

# 2021 thru 2023 Chevrolet Tahoe PPV

| Front Rotors: Factory OEM Equipment or equivalent to PPV package         |
|--|
| Model:   |
| Amount Bid: \$each   |
| Front Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent |
| Model:   |
| Amount Bid: \$each   |
| Rear Rotors: Factory OEM Equipment or Equivalent to PPV package          |
| Model:   |
| Amount Bid: \$each   |
| Rear Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent  |
| Model:   |
| Amount Rid: \$ each  |

BID #WG23-07 RESPONSE FORM
Provision of Sheriff's Office Vehicle Equipment (Brake Rotors/Pads)
Page 3 of 7

# 2012 thru 2023 Chevrolet Police Tahoe PPV

| Front Rotors: Factory OEM Equipment or equivalent to PPV package         |
|--|
| Model:   |
| Amount Bid: \$ each  |
| Front Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent |
| Model:   |
| Amount Bid: \$ each  |
| Rear Rotors: Factory OEM Equipment or Equivalent to PPV package          |
| Model:   |
| Amount Bid: \$each   |
| Rear Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent  |
| Model:   |
| Amount Bid: \$each   |

BID #WG23-07 RESPONSE FORM
Provision of Sheriff's Office Vehicle Equipment (Brake Rotors/Pads)
Page 4 of 7

# 2016 thru 2023Ford F-150 Police Responder

| Front Rotors: Factory OEM Equip | oment or equivalent to PPV package        |
|---------------------------------|---|
| Model:                          |   |
| Amount Bid: \$                  | each                                      |
| Front Pads: Wagner Severe Duty  | for Police Pursuit Vehicles or equivalent |
| Model:                          |   |
| Amount Bid: \$                  | each                                      |
| Rear Rotors: Factory OEM Equip  | ment or Equivalent to PPV package         |
| Model:                          |   |
| Amount Bid: \$                  | each                                      |
| Rear Pads: Wagner Severe Duty f | For Police Pursuit Vehicles or equivalent |
| Model:                          |   |
| Amount Bid: \$                  | each                                      |

BID #WG23-07 RESPONSE FORM
Provision of Sheriff's Office Vehicle Equipment (Brake Rotors/Pads)
Page 5 of 7

# 2016 thru 2023Ford Explorer PPV

| Front Rotors: Factory OEM Equip | oment or equivalent to PPV package        |
|---------------------------------|---|
| Model:                          |   |
| Amount Bid: \$                  | each                                      |
| Front Pads: Wagner Severe Duty  | for Police Pursuit Vehicles or equivalent |
| Model:                          |   |
| Amount Bid: \$                  | each                                      |
| Rear Rotors: Factory OEM Equip  | ment or Equivalent to PPV package         |
| Model:                          |   |
| Amount Bid: \$                  | each                                      |
| Rear Pads: Wagner Severe Duty f | or Police Pursuit Vehicles or equivalent  |
| Model:                          |   |
| Amount Bid: \$                  | each                                      |

BID #WG23-07 RESPONSE FORM
Provision of Sheriff's Office Vehicle Equipment (Brake Rotors/Pads)
Page 6 of 7

# 2021 thru 2023 Chevrolet Silverado LT 4x4

| Front Rotors: Factory OEM Equip | pment or equivalent to PPV package        |
|---------------------------------|---|
| Model:                          |   |
| Amount Bid: \$                  | each                                      |
| Front Pads: Wagner Severe Duty  | for Police Pursuit Vehicles or equivalent |
| Model:                          |   |
| Amount Bid: \$                  | each                                      |
| Rear Rotors: Factory OEM Equip  | ment or Equivalent to PPV package         |
| Model:                          |   |
| Amount Bid: \$                  | each                                      |
| Rear Pads: Wagner Severe Duty   | for Police Pursuit Vehicles or equivalent |
| Model:                          |   |
| Amount Bid: \$                  | each                                      |

<u>BID #WG23-07 RESPONSE FORM</u> Provision of Sheriff's Office Vehicle Equipment (Brake Rotors/Pads) Page 7 of 7

# 2017 thru 2023 Ford Transit Van (250-350 Series) PTV

| Front Rotors: Factory OEM Equipment or equivalent to PTV package |
|--|
| Model:   |
| Amount Bid: \$ each  |
| Front Pads: Wagner Severe Duty for PTV Vehicles or equivalent    |
| Model:   |
| Amount Bid: \$ each  |
| Rear Rotors: Factory OEM Equipment or Equivalent to PTV package  |
| Model:   |
| Amount Bid: \$ each  |
| Rear Pads: Wagner Severe Duty for PTV Vehicles or equivalent     |
| Model:   |
| Amount Bid: \$ each  |



# **Baldwin County Commission**

# Agenda Action Form

File #: 23-0273, Version: 1 Item #: CE7

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 12/5/2022

Item Status: New

From: Wanda Gautney, Purchasing Director / Joey Nunnally, Highway Director / Orie King,

Maintenance Facility Manager

Submitted by: Susan Kilby-Aaron, Assistant Purchasing Director

## **ITEM TITLE**

Competitive Bid #WG23-08 - Purchase and Installation of Ceiling Netting for Baldwin County Highway Maintenance Facility (Area 300) Located in Foley, Alabama for the Baldwin County Commission

# STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the specifications and authorize the Purchasing Director to place a competitive bid for the Purchase and Installation of Ceiling Netting for Area 300 - Highway Maintenance Facility located in Foley, Alabama; 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: Joey Nunnally, County Engineer, is requesting to install ceiling netting in Area 300 -Highway Maintenance Facility due to birds causing damage to the ceiling insulation in the maintenance shop area. 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: 12/05/2022

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 #WG23-08 SPECIFICATIONS**

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

The use of specific names and numbers in the specifications is not intended to restrict the bidder or any seller or manufacturer's 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 Supplier should use the Response Form provided for their bid. All warranties and exceptions are to be attached to the back of the Response Form. The Bid Guarantee should be attached to the front of the Response Form.

# **BID PRICE**

Bidders shall give a Lump Sum price as indicated on the Bid Response Form. The price bid shall include all destination charges, delivery charges, and all other applicable cost.

# **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. 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 WILL BE ACCEPTED WITHOUT PROOF OF INSURANCE.** 

# It is the intent of the County to award to one (1) vendor.

Purchase Order will be issued for the services.

# **WARRANTY**

All workmen, equipment, labor, and materials listed shall be furnished by the Contractor.

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

#### **BIDS FOR ALL OR PART**

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

## **BIDDER QUALIFICATIONS**

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

# 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. Such insurance has 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, it's 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; and

\$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.

#### COUNTY'S PROTECTIVE LIABILITY INSURANCE

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

## **HOLD HARMLESS PROVISION**

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

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

# **SCOPE OF WORK**

Provide and install ¾" black polyethylene knotted netting for insulation protection along two ceilings. Stainless-steel hardware shall be used to secure the netting. Once netting is installed net zippers should be installed to allow access to lights and other related areas. Zippers shall be black and UV resistant with stainless steel net rings. Netting needs to be installed above the heaters to prevent any damages due to heat. Netting should be installed in a manner to follow any corrugation along the walls.

Pictures are attached for review of other County facilities with the ceiling netting along with a pictures of Area 300 facility.

## **SITE INSPECTION (Optional)**

You may schedule an onsite inspection prior to submitting a bid. The Contact person for the Baldwin County Commission is Orie King, Maintenance Facility Manager – Baldwin County Highway Department.

## **Contact Info**:

Phone: 251-937-0371 ext. 2903

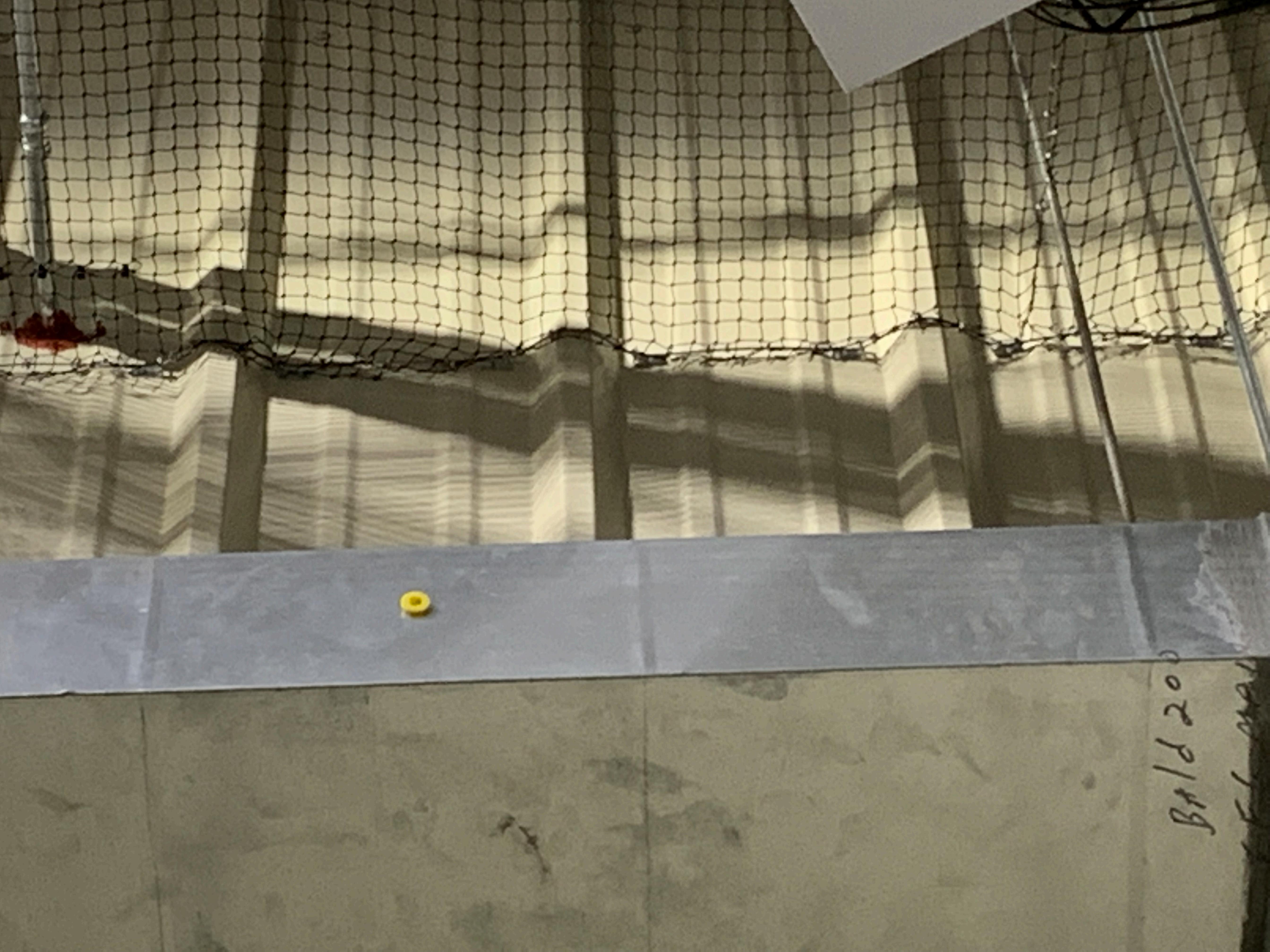
Email: orie.king@baldwincountyal.gov

Location Address: 20764 County Road 24, Foley, Alabama 36535

<u>BID #WG23-08 RESPONSE FORM</u>
Purchase and Installation of Ceiling Netting for Area 300 – Highway Maintenance Facility located in Foley, Alabama Page 1 of 1

| Date:               |          |         |          | -         |                            |                        |
|---------------------|----------|---------|----------|-----------|----------------------------|------------------------|
| Out of State        | Yes      | or _    | No       | If yes,   | Registration Number        |                        |
| Company Na          | me:      |         |          |           |                            | -                      |
| Address:            |          |         |          |           |                            |                        |
|                     |          |         |          |           |                            | -                      |
| Company Rep         | o        |         |          |           |                            | -                      |
| D141                |          | ,       | •        | • 1       | ed or Printed)             |                        |
| Position:           |          |         |          |           |                            | _                      |
| Email address       | s:       |         |          |           |                            | _                      |
| Phone:              |          |         |          |           |                            | -                      |
| Fax:                |          |         |          |           |                            | -                      |
| Financing thro      | ugh ano  | ther aş | gency b  | eside you | urself or<br>Yes No        |                        |
| If yes, must att    | ach a co | py of   | the fina | incing ag | reement and all conditions | to this response form. |
| Financing Age       | ncy Aut  | horize  | d Signa  | nture     |                            |                        |
|                     |          |         |          |           | _                          |                        |
| Purchase and        | d Instal | latio   | n of Ce  | eiling No | etting                     |                        |
| Amount Bid          | \$       |         |          |           |                            |                        |
| <b>Starting Tim</b> | ie:      |         |          |           |                            |                        |
| Completion 7        | Time: _  |         |          |           |                            |                        |















# **Baldwin County Commission**

### Agenda Action Form

File #: 23-0237, Version: 1 Item #: CE8

Meeting Type: BCC Regular Meeting

**Meeting Date:** 12/5/2022

Item Status: New

From: Wanda Gautney, Purchasing Director/Michelle Howard, Commission Executive Assistant/Anu

Gary, Administrative Services Manager

Submitted by: Wanda Gautney, Purchasing Director

### **ITEM TITLE**

Lease of One (1) Postage Machine for the Baldwin County Satellite Courthouse Located in Fairhope, Alabama

### STAFF RECOMMENDATION

Authorize the Chairman to execute the Purchase Order Lease 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 for the Fairhope Satellite Courthouse as follows:

Model IX5AF- iX-5 Series Base w/ Autofeeder, Sealer & Catch Tray & Ink Cartridge

Model IXWP5 - iX Series 5 Weighing Platform

Model IX5AERR - iX Series 5(AF) e-RR Feature & Activation Kit, with bc Scanner Includes e-RR

Rate File w/100 eDel Conf. 100 e

Rate Protection

**Full Coverage Maintenance Contract** 

(36 Months: \$264.50 per month/Total \$3,174.00 per year)

### **BACKGROUND INFORMATION**

**Background:** The lease agreement with Accurate Control (Quadient Leasing USA, Inc.) of Fairhope for the postage machine and meter for the Fairhope Satellite Courthouse is expiring. Quadient is pulling the old machine and replacing it with a new machine off the State of Alabama bid. The lease agreement is for thirty-six (36) months in the amount of \$793.50 per quarter for a total of \$3,174.00 per year.

Previous Commission action/date: N/A

### FINANCIAL IMPACT

Total cost of recommendation: \$3,174.00 per year

**Budget line item(s) to be used:** 10051994.52210

If this is not a budgeted expenditure, does the recommendation create a need for funding?  $\ensuremath{\text{N/A}}$ 

### **LEGAL IMPACT**

Is legal review necessary for this staff recommendation and related documents? Standard State Alabama Purchase Order Lease

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: 12/05/2022

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

### Customer

| Organization   | BALDWIN COUNTY COMMISSION      |     |            |  |  |  |
|----------------|--------------------------------|-----|------------|--|--|--|
| DBA            | ATTN: FINANCE ACCOUNTS PAYABLE |     |            |  |  |  |
| Address        | 312 COURTHOUSE SQ STE 11       |     |            |  |  |  |
| City State Zip | BAY MINETTE                    | AL  | 36507-4809 |  |  |  |
| Phone          | (251) 937-9561                 | Fax |            |  |  |  |

### **Purchase Order - Lease**

NASPO/ValuePoint Contract #: ADSPO16-169901 and / or State Participating Addendum (PA) #: ADSPO16 169901 (AL)

### Vendor

| Company Name   | Quadient Inc.         |                    |    |       |
|----------------|-----------------------|--------------------|----|-------|
| Attention      | Government Sales      |                    |    |       |
| Address        | 478 Wheelers Farms Rd |                    |    |       |
| City State Zip | Milford               |                    | CT | 06461 |
| Phone          | (866) 448-0045        | Fax (203) 301-2600 |    |       |

#### Ship To

| omp io         |  |  |  |    |       |  |
|----------------|--|--|--|----|-------|--|
| Organization   | FAIRHOPE SATELLITE COURTHOUSE              |  |  |    |       |  |
| Attention      | MICHELLE HOWARD                            |  |  |    |       |  |
| Address        | 1100 FAIRHOPE AVE                          |  |  |    |       |  |
| City State Zip | FAIRHOPE                                   |  |  | AL | 36532 |  |
| Phone          | (251) 937-9561 Email MICHELLE.HOWARD@BALDW |  |  |    |       |  |

| P.O. Number | P.O. Date       | Requisitioner Shipped Via |        | F.O.B. Point | Terms               |  |  |  |
|-------------|-----------------|---------------------------|--------|--------------|---------------------|--|--|--|
|             |                 |                           | Ground | Destination  | Quarterly Invoicing |  |  |  |
| QTY         | API Usit Prince |                           |        |              |                     |  |  |  |
| QIT         | Unit            | Description               |        | Unit Price   | Total               |  |  |  |
| 36          | Mon hs          | Lease Payment             |        | \$264.50     | \$9,522.00          |  |  |  |

Lease payment specified above for products listed below includes, as applicable, reduced price equipment maintenance to reflect first year free, meter rental, meter resets, postal rate changes, software license/support/subscription fees, delivery, installation, and operator training.

### **Products**

| QTY | Product ID | Description  |
|-----|------------|--|
| 1   | IX5AF      | iX-5 Series Base w/ Autofeeder, Sealer, Catch Tray & Ink Cartridge                                     |
| 1   | IXWP5      | IX Series 5 lb Weighing Platform   |
| 1   | IX5AERR    | iX Series 5(AF) e-RR Feature & Activation kit. w/bc Scanner Incl e-RR Rate File w/100 eDel Conf, 100 e |

- 1) Order is governed under the terms and conditions of the NASPO/ValuePoint Master Price Agreement Contract Number ADSPO16-169901. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.
- 2) Payments will be sent to Quadient Leasing USA Inc. Dept 3682 PO Box 123682 Dallas TX 75312-3682
- Send all correspondence to Quadient Leasing USA Inc. 478 Wheelers Farms Rd Milford CT 06461

| Authorized by | Date |
|---------------|------|
|               |      |
|               |      |
| Print Name    | Tile |

John Tartaro
Signature

John Tartaro, Deputy CFO

Name

11/17/2022

Date



# **Government Product Lease Agreement**

with Postage Meter Rental Agreement

#### Section (A) Office Information

| occurr (F) onless mornismen |                                 |                |            |  |  |  |  |  |
|-----------------------------|---------------------------------|----------------|------------|--|--|--|--|--|
| Office Number               | Office Name                     | Phone #        | Date       |  |  |  |  |  |
| 601                         | Accurate Control Equipment Inc. | (251) 928-4976 | 11/16/2022 |  |  |  |  |  |
|                             |                                 |                |            |  |  |  |  |  |

#### Section (B) Billing Information

| Company Name     | BALDWIN COUNTY COMMISSION      |       |    |                |  |  |
|------------------|--------------------------------|-------|----|----------------|--|--|
| DBA              | ATTN: FINANCE ACCOUNTS PAYABLE |       |    |                |  |  |
| Billing Address  | 312 COURTHOUSE SQ STE 11       |       |    |                |  |  |
| City State Zip+4 | BAY MINETTE AL 36507-4809      |       |    |                |  |  |
| Contact Name     | WANDA GAUTNEY                  | Phone |    | (251) 937-9561 |  |  |
| Contact Title    | PURCHASING DIRECTOR            | Fax   | x  |                |  |  |
| Email Address    | wgautney@baldwincountyal.gov   |       | PO | #              |  |  |

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

| Geotion (6) instantation information (in different from binning information) |                                     |   |       |       |          |  |
|--|-------------------------------------|---|-------|-------|----------|--|
| Company Name   | FAIRHOPE SATELLITE COURTHOUSE       |   |       |       |          |  |
| Installation Address   | 1100 FAIRHOPE AVE                   |   |       |       |          |  |
| City State Zip+4   | FAIRHOPE AL 36532                   |   |       |       |          |  |
| Contact Name   | MICHELLE HOWARD                     | F | Phone | (251) | 937-9561 |  |
| Contact Title  | OFFICE MANAGER                      | F | ax    |       |          |  |
| Email Address  | MICHELLE.HOWARD@BALDWINCOUNTYAL.GOV |   |       |       |          |  |
| Main Post Office   | PO 5-Digit Zip Code                 |   |       |       |          |  |

### Section (D) Products

| Qty | Model / Part Number | Description (include Serial Number, if applicable)  |
|-----|---------------------|---|
| 1   | IX5AF               | iX-5 Series Base w/ Autofeeder, Sealer, Catch Tray & Ink Cartridge  |
| 1   | IXWP5               | IX Series 5 lb Weighing Platform  |
| 1   | IX5AERR             | iX Series 5(AF) e-RR Feature & Activation kit. w/bc Scanner Incl e-RR Rate File w/100 eDel Conf, 100 eSig Conf & 300 eCert labels |

### Section (F) Lease Payment Information & Lease Payment Schedule

#### Section (F) Postage Meter & Postage Funding Information

| Section (L) Lease I ayment information a Lease I ayment Soliedate |                 |            |             |                                  | Section (1) 1 ostage meter & 1 ostage 1 and mg miorination  |              |                    |              |           |              |           |
|---|-----------------|------------|-------------|----------------------------------|---|--------------|--------------------|--------------|-----------|--------------|-----------|
| Tax Status:   | Number<br>Month |            |             | thly Payment<br>pplicable taxes) | Meter Model   | IX5AFA       | d                  | Machine      | Model     | IX5AF        |           |
| Taxable   | montal          |            | (1.145.4    |                                  | Postage Funding Method: Postage Funding Ac  |              |                    |              |           |              |           |
| ✓ Tax Exempt  | First           | 36         |             | \$264.50                         |   | _            | Observe            |              |           | _            |           |
| Certificate attached  |                 |            |             |                                  | Bill Me   | Prepay by    | у Спеск            |              | ✓ P       | _            | TMS       |
| Billing Frequency:  |                 |            |             |                                  | ✓ ACH Debit   | (Submit cu   | istomer authorizat | tion form)   | ∐ N       | ew 🗹 E       | Exis ing  |
| Monthly   |                 |            |             |                                  | OMAS [  | CPU (inc     | lude authorizatior | form)        | Exis ing  | Account N    | lumber:   |
| <b>✓</b> Quarterly  |                 |            |             |                                  | Agency Code   |              | Sub Agency Code    | •            |           | 7209641      |           |
| Annually  |                 |            |             |                                  |   | Servi        | ice Products (Ch   | eck all that | apply)    |              |           |
| Billing Method:   |                 |            |             |                                  | Online Post   | al Dates iM  | eter™ ∆nn (SD10    | n            |           |              |           |
| Standard  | Current Le      | ase Num    | ber:        | N19112863                        | ✓ Online Postal Rates iMeter™ App (SP10)      ✓ Online Postal Expense Manager iMeter™ App (SP20/NeoStats) |              |                    |              |           |              |           |
| ✓ Arrears   | □ ACH (C        | ustomer    | to submit a | uthorization form)               |   |              |                    |              |           |              |           |
|   | Пион            | AUSTOTTICE | to Submit a | dulonzation lonn)                | Online E-Services with Electronic Return Receipt iMeter™ App (SP35)                                       |              |                    |              |           |              |           |
|   |                 |            |             |                                  | NeoShip Pl  | US (EP70F    | PLUS)              |              |           |              |           |
|   |                 |            |             |                                  | NeoShip In:   | stall & User | Guide (EP70GUI     | DES)         |           |              |           |
|   |                 |            |             |                                  | 3G/4G Cell  | Service      |                    |              |           |              |           |
|   |                 |            |             |                                  | ✓ Maintenand  | e            |                    |              |           |              |           |
|   |                 |            |             |                                  | ✓ Installation/   | Training     | Software S         | upport for p | remise (r | non-cloud) s | 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-V9-2020), which are also available at www.quadient.com/Government-Equipment-Lease-Terms-USPS-Dealer-V9-2020, 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.

Guided by Quadient, Inc.'s Sustainable Design and Responsible Manufacturing Policy, our Products may contain reused components. For more Information visit https://www.quadient.com/about-us/sustainable-design-and-manufacturing.

| ******* SEE PURCHASE ORDER ******            |                      |               |
|--|----------------------|---------------|
| Authorized Signature                         | Print Name and Title | Date Accepted |
| 3  | John Tartaro         | 11/17/2022    |
| Accepted by Quadient Inc. and its Affiliates |                      | Date Accepted |



# **Leasing Worksheet**

Credit Fax: 866.644.6327 Funding: Fax: 203.301.2928

E-Fax: us.CommenceMyLease@quadient.com

| Full Legal Name: BALDWIN COUNTY COMMISSION  |  |             |                               | DBA:<br><b>ATTN</b> | DBA: Phone: ATTN: FINANCE ACCOUNTS PAYABLE (251) 937- |                                      |  |   |                        | 7-9561                 |   |                        |               |
|---|--|-------------|-------------------------------|---------------------|---|--------------------------------------|--|---|------------------------|------------------------|---|------------------------|---------------|
|   | dress (No P.O. Bo  | )x):        |                               |                     | City:<br><b>FAIR</b> I                                | HOPE                                 |  |   |                        | State:                 |   | Zip Code: <b>36532</b> |               |
| Product De  | escription   |             |                               |                     | Model Numb  | IDCI                                 | Dealer Stock<br>(Meter Only)   |   | dient<br>ng DIr        | Quadient<br>Billing QL | Qty   | List Price             | Selling Price |
| iX-5 Series<br>Cartridge  | s Base w/ Autofe   | eder, Seale | r, Catch T                    | ray & Ink           | IX5AF   |                                      |  |   | ]                      | X                      | 1   | \$3,010.00             | \$3,010.00    |
| IX Series 5   | 5 lb Weighing Pla  | atform      |                               |                     | IXWP5   |                                      |  |   | ]                      | X                      | 1   | \$816.00               | \$816.00      |
| Scanner In  | 5(AF) e-RR Featu<br>ncl e-RR Rate Fil<br>10 eCert labels |             |                               |                     | IX5AERR   |                                      |  |   | ]                      | ×                      | 1   | \$495.00               | \$495.00      |
|   |  |             |                               |                     |   |                                      |  |   |                        |                        |   | \$4,321.00             | \$4,321.00    |
| <ul> <li>□ ACH Lease Payments</li> <li>□ Multi-Level Lease</li> <li>□ LTOP</li> <li>□ Split Order</li> <li>□ Debit Doc Fee from Funding</li> <li>□ State of AL NASPO Contract ADSPO16 169901</li> </ul> |  |             | ASPO                          |                     |   | -<br>+<br>+<br>+<br>+<br>+<br>-<br>C | - Disco<br>+ Trade<br>+ Shipp<br>+ Instal<br>+ Doc F<br>+ 3rd P<br>+ Upfro<br>- Down<br>Choose<br>Financ<br>Monthl | e-up Cost: ping & Hand II/Other Fee Fee: * Party Buyout ont SalesTa: n Payment: e Billing Fre ced Lease Coly Lease Ra | t:<br>x (IL/No         | y:<br>.SPO):           | \$4,321.00<br>\$0.00<br>\$1.00<br>\$0.00<br>\$0.00<br>\$0.00<br>\$0.00<br>\$0.00<br>Quarterly<br>\$4,322.00<br>0.0322 |                        |               |
|   |  | _           |                               | _                   | _   | <del></del>                          |  | <u></u>   |                        | ly Lease Pa            |   |                        | \$139.17      |
| Number of<br>Months   | & iMeter Apps  |             | Software<br>Sub-<br>scription | Software<br>Support | (NUSA Other)  | Sub<br>scripti                       | b- Sub-<br>tion scription  | on Fin  | ease<br>Eqpt<br>nanced | + +                    | Leas<br>Eqpt<br>Tota  | t Periodic<br>I Paymen | t Bund. Pmt   |
| First 3   | 36 \$80.00   | \$45.33     | \$0.00                        | \$0.00              | \$0.00  | \$                                   | \$0.00 \$0.0   | 00 \$   | 139.14                 | \$0.03                 | \$139.  | .17 \$264.5            | 0 \$793.50    |

### MASTER LEASE #, if applicable:

- $\pm \, \text{The old lease number must be included, otherwise the old lease will not terminate, and the customer will be double billed.}$
- \* Doc Fee: If you would like the Doc fee deducted from funding, it must be included in this leasing worksheet and included in the Lease Cost.
- $\ensuremath{^{**}}$  Upfront tax is required and only available in IL,ME,NJ.

Be sure to indicate the postage payment option on the lease agreement (blanks will default to prepay option and Quadient Postage Funding).

For existing POC customers, please indicate if you want to link the meter to the existing POC account (recommended). Please include the account number.

For new POC accounts, if Prepay is selected, submit a copy of first postage check payable to USPS. If ACH Debit is selected, submit a copy of the signed ACH Form for set-up.



# **BUSINESS ACCELERATED**

Simple. Flexible. Reliable.



# iX-5 Series

The iX-5 offers flexibility and efficiency while maintaining job integrity every step of the way. Ideal for mid-level mail volumes, the iX-5 is available in two models, a power-assisted hand feed (iX-5 HF) or with auto-feed technology (iX-5 AF).

The iX-5 boasts a modern design with a color screen and easy-to-use control panel. The system meets the latest Intelligent Mail Indicia (IMI) and Dimensional Weighing (DIM) USPS® requirements. The contemporary design of the iX-5 Series depicts clean lines and bold edges while maintaining Quadient's commitment to build and ship products in the most ecological manner.









# INNOVATION DRIVEN BY EXPERIENCE



Ensure compliance with an Intelligent Mail® Indicia (IMI). These new meters meet the latest USPS requirements for data and security management.

### 3. Weighing Platform

5, 10, 30 or 70 lb. platforms handle even the heaviest parcels or oversized packages with ease.

### 1. Automatic Feeder

Processes up to 110 letters per minute.

### 4. Control Panel

A large display with color screen, intuitive prompts and shortcut keys make navigation and mail processing a breeze.

### 6. Envelope Sealer

Automatic sealing with an easy-access reservoir ensures a perfect envelope seal.

### 5. Catch Tray

From postcards to 10" x 13" envelopes, this expandable tray holds a variety of items

### **OPTIMIZING EFFICIENCY**

The iX-5 HF offers a power-assisted hand feeder/moistener combination and processes up to 75 lpm. All other components of the mailing system are shared with the iX-5 AF system.



### MULTI-CARRIER SHIPPING WITH NEOSHIP ADVANCED

Times are changing and businesses want options when it comes to sending parcels. Some companies are extremely loyal to a specific carrier, while others are focused on the bottom line. Hitting a delivery target, or sending an item at the lowest cost are key priorities. Neoship ADVANCED provides the choices businesses are looking for.



- Multi-carrier shipping using USPS®, UPS® and FedEx®
- Cost and time saving opportunities with rate shopping:
  - Neoship automatically identifies the lowest cost or fastest delivery method for getting a parcel to its final destination
- An intuitive interface makes desktop shipping a breeze

- USPS® IM®pb compliant solution
- Discounted postage rates with Commercial Base Pricing
- Free address correction services
- Streamlined shipping workflow with batch processing

### MANAGE, CONTROL AND TRACK POSTAGE EXPENSES WITH NEOSTATS

This robust application provides tools to reconcile postage dollars down to 1/10 of a cent in minutes!

- Analyze postage expense data in summary or detailed formats
- Tighten postage forecasting and budgets by understanding postage usage trends on a daily, weekly, or monthly basis

This flexible solution supports predefined and userdefined reporting parameters based on Mail Class, Account/Department, Weight Break, Presort and Operator details.

Neostats Enhanced supports a single mailing system. Upgrade to Neostats Consolidated to centralize postage expense data for multiple mailing systems at one location or across many.

- Optimize potential cost savings by reviewing use of USPS Mail Classes and Weight Break detail
- Create spreadsheets and eye-catching colorful graphs
- Export and share data for additional analysis



### **SPECIFICATIONS**

| SPECIFICATIONS                           |                                     |
|--|-------------------------------------|
| USPS based IMI meter                     | Standard                            |
| Processing speed iX-5 HF                 | Up to 75 lpm                        |
| Processing speed iX-5 AF                 | Up to 110 lpm                       |
| Feeding capability iX-5 HF               | Semi-automatic hand feed            |
| Feeding capability iX-5 AF               | Automatic feed                      |
| Color display                            | Standard                            |
| On-screen DIM calculations               | Standard                            |
| Weighing platform                        | 5 lb. Standard                      |
| Accounts/departments                     | 100 Standard                        |
| Envelope minimum                         | 3.5" X 5"                           |
| Envelope maximum                         | 10" x 13"                           |
| Envelope thickness                       | Up to ½"                            |
| Envelope orientation                     | Landscape or portrait               |
| Connectivity                             | LAN Standard                        |
| Job imprint memories                     | 9                                   |
| Neoslogan                                | Standard                            |
| Postage meter tapes                      | Yes, integrated automatic dispenser |
| 4-digit PIN code                         | Standard                            |
| Neostats Basic postage expense reporting | Standard                            |

### **OPTIONS**

| Differential weighing                                   | Available                  |
|---|----------------------------|
| External weighing platform                              | Available 10, 30 or 70 lb. |
| Accounts/departments upgrade                            | 300 or 500                 |
| E-Services with Electronic<br>Return Receipt            | Available                  |
| Neostats Enhanced postage expense reporting             | Available                  |
| Neostats Consolidated postage expense reporting         | Available                  |
| Neoship PLUS online shipping software (USPS only)       | Available                  |
| Neoship ADVANCED multi-carrier online shipping software | Available                  |
| IPV6  | Available                  |
|   |                            |

### SYSTEM DIMENSIONS

| iX-5 HF with envelope tray | 33" x 15" x 12" |
|----------------------------|-----------------|
| iX-5 AF with envelope tray | 47" x 15" x 12" |



# **About Quadient®**

Quadient is the driving force behind the world's most meaningful customer experiences. By focusing on four key solution areas including Customer Experience Management, Business Process Automation, Mail-related Solutions, and Parcel Locker Solutions, Quadient helps simplify the connection between people and what matters. Quadient supports hundreds of thousands of customers worldwide in their quest to create relevant, personalized connections and achieve customer experience excellence. Quadient is listed in compartment B of Euronext Paris (QDT) and belongs to the SBF 120 index.

For more information about Quadient, visit **quadient.com** 



# **Baldwin County Commission**

### **Agenda Action Form**

File #: 23-0279, Version: 1 Item #: CE9

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 12/5/2022

Item Status: New

From: Wanda Gautney, Purchasing Director / Chief Anthony Lowery / Kim Kelly, Finance Manager

Submitted by: Susan Kilby-Aaron, Assistant Purchasing Director

### ITEM TITLE

Lease of One (1) Postage Machine for the Baldwin County Sheriff's Office Located in Bay Minette, Alabama

### STAFF RECOMMENDATION

Authorize the Chairman to execute the Purchase Order Lease 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 for the Baldwin County Sheriff's Office located in Bay Minette as follows:

Model IX5AF- iX-5 Series Base w/ Autofeeder, Sealer & Catch Tray & Ink Cartridge

Model IXWP5 - iX Series 5 Weighing Platform

Model IX5AERR - iX Series 5(AF) e-RR Feature & Activation Kit, with bc Scanner Includes e-RR

Rate File w/100 eDel Conf. 100 e

Rate Protection

Full Coverage Maintenance Contract

(36 Months: \$264.50 per month Total \$3,174.00 per year)

### BACKGROUND INFORMATION

Previous Commission action/date: N/A

**Background:** The lease agreement with Accurate Control (Quadient Leasing USA, Inc.) of Fairhope for the Postage Machine and Meter for the Baldwin County Sheriff's Office located in Bay Minette is expiring. Quadient Leasing USA, Inc. is pulling the old machine and replacing it with a new machine off the State of Alabama bid. The lease agreement is for thirty-six (36) months in the amount of \$793.50 per guarter for a total of \$3,174.00 per year.

### FINANCIAL IMPACT

Total cost of recommendation: \$3,174.00 per year

Budget line item(s) to be used: 10052100.52210

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 Purchase Order Lease

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: 12/5/2022

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

### Customer

| Organization   | BALDWIN COUNTY COMMISSION |     |            |  |  |
|----------------|---------------------------|-----|------------|--|--|
| DBA            | FINANCE ACCOUNTS PAYABLE  |     |            |  |  |
| Address        | 312 COURTHOUSE SQ STE 11  |     |            |  |  |
| City State Zip | BAY MINETTE               | AL  | 36507-4809 |  |  |
| Phone          | (251) 937-9561            | Fax |            |  |  |

### **Purchase Order - Lease**

NASPO/ValuePoint Contract #: ADSPO16-169901 and / or State Participating Addendum (PA) #: ADSPO16 169901 (AL)

### Vendor

| Company Name   | Quadient Inc.         |     |          |        |
|----------------|-----------------------|-----|----------|--------|
| Attention      | Government Sales      |     |          |        |
| Address        | 478 Wheelers Farms Rd |     |          |        |
| City State Zip | Milford               |     | CT       | 06461  |
| Phone          | (866) 448-0045        | Fax | (203) 30 | 1-2600 |

### Ship To

| •              |                                |       |         |          |                   |
|----------------|--------------------------------|-------|---------|----------|-------------------|
| Organization   | BALDWIN COUNTY SHERIFFS OFFICE |       |         |          |                   |
| Attention      | BRITTNEY LUNDY                 |       |         |          |                   |
| Address        | 310 HAND AVE                   |       |         |          |                   |
| City State Zip | BAY MINETTE                    |       |         | AL       | 36507-4500        |
| Phone          | (251) 937-9561                 | Email | brittne | y.lundy@ | baldwincountyal.g |

| P.O. Number | P.O. Date | Requisitioner | Shipped Via | F.O.B. Point | Terms               |
|-------------|-----------|---------------|-------------|--------------|---------------------|
|             |           |               | Ground      | Destination  | Quarterly Invoicing |
| QTY         | Unit      | Description   |             | Unit Price   | Total               |
| 36          | Months    | Lease Payment |             | \$264.50     | \$9,522.00          |

Lease payment specified above for products listed below includes, as applicable, reduced price equipment maintenance to reflect first year free, meter rental, meter resets, postal rate changes, software license/support/subscription fees, delivery, installation, and operator training.

### **Products**

| QTY | Product ID | Description  |
|-----|------------|--|
| 1   | IX5AF      | iX-5 Series Base w/ Autofeeder, Sealer, Catch Tray & Ink Cartridge                                     |
| 1   | IXWP5      | IX Series 5 lb Weighing Platform   |
| 1   | IX5AERR    | iX Series 5(AF) e-RR Feature & Activation kit. w/bc Scanner Incl e-RR Rate File w/100 eDel Conf, 100 e |

- 1) Order is governed under the terms and conditions of the NASPO/ValuePoint Master Price Agreement Contract Number ADSPO16-169901. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.
- 2) Payments will be sent to: Quadient Leasing USA Inc. Dept 3682 PO Box 123682 Dallas TX 75312-3682
- Send all correspondence to; Quadient Leasing USA Inc. 478 Wheelers Farms Rd Milford CT 06461

| Authorized by | Date        |
|---------------|-------------|
|               | - 5.10      |
|               |             |
|               |             |
| Print Name    | Title       |
|               |             |
|               |             |
| $\alpha$      |             |
| John Tartaro  | 11/29/2022  |
| Signature     | Date        |
|               |             |
|               |             |
| John Tartaro  | Deputy, CFO |
| Print Name    | Title       |



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Automatic sealing with an easy-access reservoir ensures a perfect envelope seal.

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  - Neoship automatically identifies the lowest cost or fastest delivery method for getting a parcel to its final destination
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### **SPECIFICATIONS**

| SPECIFICATIONS                           |                                     |
|--|-------------------------------------|
| USPS based IMI meter                     | Standard                            |
| Processing speed iX-5 HF                 | Up to 75 lpm                        |
| Processing speed iX-5 AF                 | Up to 110 lpm                       |
| Feeding capability iX-5 HF               | Semi-automatic hand feed            |
| Feeding capability iX-5 AF               | Automatic feed                      |
| Color display                            | Standard                            |
| On-screen DIM calculations               | Standard                            |
| Weighing platform                        | 5 lb. Standard                      |
| Accounts/departments                     | 100 Standard                        |
| Envelope minimum                         | 3.5" X 5"                           |
| Envelope maximum                         | 10" x 13"                           |
| Envelope thickness                       | Up to ½"                            |
| Envelope orientation                     | Landscape or portrait               |
| Connectivity                             | LAN Standard                        |
| Job imprint memories                     | 9                                   |
| Neoslogan                                | Standard                            |
| Postage meter tapes                      | Yes, integrated automatic dispenser |
| 4-digit PIN code                         | Standard                            |
| Neostats Basic postage expense reporting | Standard                            |

### **OPTIONS**

| Differential weighing                                   | Available                  |
|---|----------------------------|
| External weighing platform                              | Available 10, 30 or 70 lb. |
| Accounts/departments upgrade                            | 300 or 500                 |
| E-Services with Electronic<br>Return Receipt            | Available                  |
| Neostats Enhanced postage expense reporting             | Available                  |
| Neostats Consolidated postage expense reporting         | Available                  |
| Neoship PLUS online shipping software (USPS only)       | Available                  |
| Neoship ADVANCED multi-carrier online shipping software | Available                  |
| IPV6  | Available                  |
|   |                            |

### SYSTEM DIMENSIONS

| iX-5 HF with envelope tray | 33" x 15" x 12" |
|----------------------------|-----------------|
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# **Baldwin County Commission**

## **Agenda Action Form**

Meeting Type: BCC Regular Meeting

**Meeting Date:** 12/5/2022

Item Status: New

From: Wanda Gautney, Purchasing Director/Eddie Harper, Building Official/Cian Harrison, Clerk-

Treasurer/Katrina Taylor, Grants Coordinator

Submitted by: Wanda Gautney, Purchasing Director

### **ITEM TITLE**

Quotes for the Purchase and Installation of Partitions in the Building Inspection Department Located at the Central Annex in Robertsdale, Alabama for the Baldwin County Commission

### STAFF RECOMMENDATION

Award the quote to the lowest bidder, **One Cut Glass, LLC**, **in the amount of \$49,327.00** for the Purchase and Installation of Partitions in the Building Inspection Department located at the Central Annex in Robertsdale, Alabama and authorize the Chairman to execute the Contract for Public Works Services and Certificate of Compliance for Public Works Services. (*Funding will be from the American Rescue Plan Act (ARPA) funds*).

### **BACKGROUND INFORMATION**

**Background:** Staff solicited quotes for the purchase and installation of partitions in the Building Inspection Department located at Central Annex in Robertsdale, Alabama. Two (2) quotes were received. The lowest quote was received from One Cut Glass, LLC in the amount of \$49,327.00. Quotes are attached for review. This project will be funded using the American Rescue Plan Act (ARPA) funds.

### Previous Commission action/date:

<u>11/01/2022 meeting:</u> Approved the allocation of "real" American Rescue Plan Act (ARPA) funds in the amount of \$50,460.00 for the installation of partitions at the Council on Aging Vaugh S.A.I.L. Center (\$1,133.00) and the Building Inspection Department located at Central Annex in Robertsdale, Alabama (\$49,327.00).

### FINANCIAL IMPACT

Total cost of recommendation: \$49,327.00

Budget line item(s) to be used: 29970010.52310 ARPA Funds

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

N/A

### **LEGAL IMPACT**

Is legal review necessary for this staff recommendation and related documents? Standard County Public Works Contract

Reviewed/approved by: Brad Hicks, County Attorney / Katherine Jessip, ACCA Assistant Director

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: 12/05/2022

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

# QUOTES FOR THE BUILDING INSPECTION PARTITIONS AT THE CENTRAL ANNEX TABULATION

| VENDOR:     | One Cut Glass, LLC |  |  |
|-------------|--------------------|--|--|
|             |                    |  |  |
| Amount Bid: | \$49,327.00        |  |  |

| VENDOR:     | Glass Systems of Alabama |  |  |
|-------------|--------------------------|--|--|
|             |                          |  |  |
| Amount Bid: | \$59,595.00              |  |  |

| VENDOR:     | Morace Builders, LLC |
|-------------|----------------------|
|             |                      |
| Amount Bid: | No Bid               |

| State of Alabama  | ) |
|-------------------|---|
| County of Baldwin | ) |

### CONTRACT FOR PUBLIC WORKS SERVICES

This Contract for Public Works Services is made and entered into by and between the Baldwin County Commission (hereinafter called "COMMISSION") acting as the governing body for Baldwin County, and **One Cut Glass, LLC,** (hereinafter referred to as "PROVIDER").

### WITNESSETH:

Whereas, the COMMISSION, on behalf of the County, has received American Rescue Plan Act State and Local Fiscal Recover Funds ("ARPA funds") and is charged with ensuring such funds are expended in accordance with state and federal law; and

**Whereas**, the Final Rule issued by the U.S. Department of Treasury on Jan. 6, 2022, provides that improvements to in public facilities, including the installation of partitions, to mitigate the spread of COVID-19 are an eligible use of ARPA funds; and

Whereas, the COMMISSION has determined that the installation of partitions to mitigate the spread of COVID-19 in public facilities is a reasonable, necessary, and proportionate expenditure of ARPA funds; and

Whereas, the COMMISSION staff obtained quotes for the purchase and installation of partitions in the Building Inspection Department located at the Central Annex in Robertsdale, Alabama; and

**Whereas,** PROVIDER presented the lowest quote to the COMMISSION. Therefore, COMMISSION 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 COMMISSION do hereby agree as follows:

**I.** <u>Definitions</u> The following terms shall have the following meanings:

i. COUNTY: Baldwin County, Alabama

ii. COMMISSION: Baldwin County Commission

iii. PROVIDER: One Cut Glass, LLC

- II. Obligations Generally. The COMMISSION hereby retains, and the PROVIDER agrees to perform for the COMMISSION, 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 Agreement and shall have the effect and enforceability as all other provisions herein.
- **IV.** <u>Professional Qualifications.</u> For the purpose of this Contract, the PROVIDER represents and warrants to the COMMISSION that it possesses the professional, technical, and administrative personnel with the specific experience and training necessary to provide the professional services required herein.
- **V.** <u>No Prohibited Exclusive Franchise.</u> The COMMISSION 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 COMMISSION 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, including but not limited to Section 603 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) (the "Act"), regulations adopted by Treasury pursuant to section 603(f) of the Act, codified as 31 C.F.R. Part 35, Subpart A and guidance issued by Treasury.

Federal regulations which may be applicable to this Contract may include, without limitation, the following:

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such

provisions as Treasury may determine are inapplicable to this award and subject to such exceptions as may be otherwise provided by Treasury.

OMB Guidelines to Agencies on Governmentwide Debarment and Suspension Non-procurement, 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 80 and Treasury's implementing regulation at 31 C.F.R. Part 19.

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

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

Contractor must certify that it will not, and has not, used federal appropriated funds to any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C § 1352.

Contractor must comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). All violations must be reported to the County, Treasury, and the Regional Office of the Environmental Protection Agency.

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

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

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

Section 504 of the Rehabilitation Act of 1973, as amended (29 USC § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

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

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

PROVIDER agrees to comply, as applicable, with requirements of the Hatch Act (5 USC §§ 1501-1508 and 7324-7328), which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

PROVIDER understands that making false statements or claims in connection with the use of ARPA funds is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

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

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

- A member of Congress or a representative of a committee of Congress;
- An Inspector General;
- The Government Accountability Office;
- A Treasury employee responsible for contract or grant oversight or management;
- An authorized official of the Department of Justice or other law enforcement agency;
- A court or grand jury; or

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

Contractors shall inform their employees in writing of the rights and remedies provided for whistleblowers in the predominant native language of the workforce.

Pursuant to Executive Order 13043, 62 F.R. 19217 (Apr. 18, 1997), PROVIDER is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating companyowned, rented, or personally owned vehicles.

Pursuant to Executive Order 13513, 74 F.R. 51225 (Oct. 6, 2009), is encouraged to adopt and enforce policies that ban text messaging while driving, and recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

Terms and Conditions related to contractors, mechanics, and laborers:

The following terms and conditions must be built into any bid or resulting contract documents with any contractor engaged to perform work on the project:

PROVIDER must agree to the terms and conditions included above.

PROVIDER must use strong labor standards, including payment of a competitive and prevailing wage in the County.

PROVIDER must adopt and follow high safety standards and provide training based upon the appropriate licensures, certifications, and industry standards.

PROVIDER should prioritize local hiring consistent with the racial, gender, geographic, urban, rural, and economic diversity of the County.

For contracts/subcontracts over \$100,000, work performed by mechanics and laborers are subject to the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702 and 3704), as supplemented by 29 C.F.R. Part 5, including, specifically, safety standards, limitations on hours in a work week and overtime for any work spent over 40 hours, and proper documentation for all employees.

A contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall not require or permit any laborer or mechanic, in any workweek in

which the laborer or mechanic is employed on that work, to work more than 40 hours in that workweek, except as provided 40 U.S.C. Chapter 37; and when a violation of clause (1) occurs, the contractor and any subcontractor responsible for the violation are liable to the affected employee for the employee's unpaid wages; and to the Government, the District of Columbia, or a territory for liquidated damages as provided in the contract.

For more information about the Federal Regulations visit the website <a href="http://www.gpoaccess.gov/index.html">http://www.gpoaccess.gov/index.html</a> of Federal 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 COMMISSION and has no authority, whether express or implied, to contract for or bind the COMMISSION 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 COMMISSION'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 COMMISSION to create an agency relationship pursuant to this Agreement; therefore, the PROVIDER does not in any manner act on behalf of COMMISSION and the creation of such a relationship is prohibited and void.

**X.** <u>Unenforceable Provisions.</u> 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 Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

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

XII. Failure to Strictly Enforce Performance. The failure of the COMMISSION 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 COMMISSION to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

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

**XIV.** Ownership of Documents/Work. The COMMISSION 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 COMMISSION 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 COMMISSION's prior written consent, which may be withheld or granted in the sole discretion of the COMMISION.

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

PROVIDER: One Cut Glass, LLC

2905 S. Pine Street Foley, AL 36535

COMMISSION: 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 COMMISSION as a professionally qualified **contractor**. The general scope of work for the services shall include all the terms and Conditions of "Attachment A", the same being expressly incorporated herein by reference, and without limitation will encompass:

"Quotes for the Purchase and Installation of Partitions in the Building

Inspection Department located at the Central Annex in Robertsdale, Alabama for the Baldwin County Commission as described in Attachment A."

- i. PROVIDER will provide ongoing communications with COMMISSION regarding this service, including updates, emails, etc., as requested. Additionally, PROVIDER will meet with COMMISSION as needed or requested.
- **ii**. PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
- **iii**. PROVIDER represents and warrants that its services shall be performed within the limits and standards provided by the COMMISSION, 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 COMMISSION.

- i. The COMMISSION shall provide reasonable notice to PROVIDER whenever the COMMISSION 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.
- **ii.** The COMMISSION shall pay to PROVIDER the compensation as, and subject to the terms set out below.

**XVIII.** <u>Termination of Services</u>. The COMMISSION 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 COMMISSION shall pay PROVIDER for all services satisfactorily rendered, and for any expenses deemed by COMMISSION 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 COMMISSION.

**XX**. <u>Direct Expenses</u>. Compensation to PROVIDER for work shall be paid **\$49,327.00**. 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 COMMISSION 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 COMMISSION within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COMMISSION 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 twenty (20) days after the Notice to Proceed is given or upon a written notification thereof received by either party within the required ten (10) day period. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

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

**XXIV.** Indemnification. To the fullest extent allowed by law, Provider shall indemnify, defend and hold COMMISSION and its Commissioners, affiliates, employees, agents, and representatives (collectively "COMMISSION") 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 COMMISSION, 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 COMMISSION with proof of general liability coverage including the COMMISSION as an additional insured. This indemnification shall survive the expiration or termination of this Contract.

**XXV.** <u>Number of Originals.</u> This Agreement 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 Agreement, Provider shall carry, with insurers satisfactory to COMMISSION, 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 COMMISSION as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to COMMISSION, shall be furnished to COMMISSION, which shall specifically state that such insurance shall provide for at least ten (10) days' notice to COMMISSION 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 COMMISSION and COMMISSION 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, COMMISSION may, at its option, suspend this Agreement until insurance is obtained, terminate this Agreement 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 COMMISSION as written below.

### SIGNATURE AND NOTARY PAGE TO FOLLOW

| COMMISSION   |  | ATTEST:  |   |
|--|--|--|---|
| CHARLEGE CRUBER  | <u>/</u>   | DONALD I CDW   | /<br>/D /   |
| CHARLES F. GRUBER  | /Date  | RONALD J. CINK<br>Budget Director  | /Date   |
|  |  |  |   |
| State of Alabama )   |  |  |   |
| County of Baldwin )  |  |  |   |
| hereby certify that, Charles I<br>Commission, and Ronald J. (<br>acknowledged before me on<br>Professional and Construction<br>executed same knowingly and | F. Gruber, who Cink, whose nathis day that, the on Services, the old with full aut | ame as Budget Director, are<br>being informed of the conter<br>ey, as such officers and with | dwin County<br>known to me,<br>its of the Contract for<br>full authority,<br>said Commission. |
|  |  | Natour Dublic  |   |
|  |  | Notary Public My Commission Expir  | es  |
|  |  |  |   |
| PROVIDER:  |  |  |   |
| One Cut Glass, LLC   |  |  |   |
|  | /  |  |   |
| By   | /Date  |  |   |

## NOTARY PAGE TO FOLLOW

| State of)                   |  |                                   |   |
|-----------------------------|--|-----------------------------------|---|
| County of)                  |  |                                   |   |
| I,                          | as as<br>in that capacity,<br>med of the conte | and who is knownts of the Contrac | n to me, acknowledged before<br>et for Public Works Services, |
| GIVEN under my hand and sea | l on this the                                  | day of                            | , 2022.   |
|                             |  | Notary Public<br>My Commission    | on Expires  |

### ONE CUT GLASS 2905 S. PINE ST. **FOLEY, AL 36535**

### "ATTACHMENT A"

**EXEMPT** 

PH:(251) 967-1171 FAX:(251) 967-1172

Federal Tax ID: 46-2742562

P/O#:

Cust State Tax ID: Cust Fed Tax ID: Ship Via:

Quote: Q012184

Taken By:

Date: 10/21/2022

Installer: SalesRep: Adv. Code:

Time: 01:20 PM

BIII To: BALDWIN CO

Sold To: BALDWIN CO

BALDWIN COUNTY COMMISSION 312 COURTHOUSE SQUARE SUITE 15 BAY MINETTE, AL 36507

**EDDIE HARPER** 

(251) 972-6823 Fax: (251) 972-6803

| Qty | Part Number | Description   | List        | Disc% | Sell        | Total       |
|-----|-------------|---|-------------|-------|-------------|-------------|
| 1   | MISC        | 1 OPENING APPROX 238 1/2 X 112 3<br>OPENINGS APPROX 207 3/4 X 112 | \$27,927.00 | 0     | \$27,927.00 | \$27,927.00 |
|     |             | COMMERCIAL DOOR WITH SIDE<br>PANELS BRZ METAL CLEAR 1/4<br>GLASS  |             |       |             |             |
| 1   | MISC        | 1/4 BRZ BOTTOM KICK PANELS 7<br>SHEETS                            | \$4,000.00  | 0     | \$4,000.00  | \$4,000.00  |
| 1   | MISC        | SEALENTS, DRILL BITS ETC  | \$400.00    | 0     | \$400.00    | \$400.00    |
| 1   | Labor       | FABRICATE METAL AND DOORS   | \$3,000.00  | 0     | \$3,000.00  | \$3,000.00  |
| 1   | Labor       | Installation Labor  | \$14,000.00 | 0     | \$14,000.00 | \$14,000.00 |

Quoted price is good for 30 days. Thank You for your patronage

Instructions:

22251 PALMER ST N. END OLD LIBRARY

Sub Total:

\$49,327.00

Tax:

\$0.00

Total:

\$49,327.00

# 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:

"Quotes for the Purchase and Installation of Partitions in the Building Inspection Department located at the Central Annex in Robertsdale, Alabama for the Baldwin County Commission."

| IN WITNESS WHEREOF, this Certifi | cation is executed this the day of |
|----------------------------------|------------------------------------|
|                                  |                                    |
|                                  | BALDWIN COUNTY COMMISSION          |
|                                  | By:<br>As Its Chairman             |
| ATTEST:                          |                                    |
| By: As Its County Administrator  |                                    |



# **Baldwin County Commission**

### **Agenda Action Form**

File #: 23-0276, Version: 1 Item #: CE11

Meeting Type: BCC Regular Meeting

**Meeting Date:** 12/5/2022

Item Status: New

**From:** Wanda Gautney, Purchasing Director / Sheriff Hoss Mack / Chief Anthony Lowery / Bobby Ealum, Sheriff's Department Maintenance Manager / Kim Kelly, Sheriff's Department Finance

Manager

Submitted by: Wanda Gautney, Purchasing Director

### **ITEM TITLE**

Quote for Labor for the Modernization of the Elevator in the Baldwin County Corrections Center Located in Bay Minette, Alabama

### STAFF RECOMMENDATION

Approve and authorize the Chairman to execute the Public Works Contract and Certificate of Compliance with **Otis Elevator Company in the amount of \$40,000.00** for the labor for the modernization of the Elevator in the Baldwin County Corrections Center. (Contract effective for 4 weeks after receipt of the equipment.)

### **BACKGROUND INFORMATION**

**Background:** The Commission approved in the FY 23 budget to upgrade the Hydraulic Control System in the 2 Stop Elevator located in the Baldwin County Corrections Center. The County will purchase the materials needed for this project off the OMNIA Partners Public Sector National Purchasing Cooperative. Otis Elevator Company submitted a quote to the County in the amount of \$40,000.00 for labor only to upgrade the hydraulic elevator. Staff recommends approval of the quote from Otis Elevator Company.

Previous Commission action/date: N/A

### FINANCIAL IMPACT

Total cost of recommendation: \$40,000.00

Budget line item(s) to be used: 10052200.55240

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: 12/05/2022

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

| 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 Otis Elevator Company, (hereinafter referred to as "PROVIDER").

#### WITNESSETH:

Whereas, the Baldwin County Commission staff obtained a quote for labor for the Modernization of the Elevator located in the Baldwin County Corrections Center located in Bay Minette, Alabama; and

Whereas, PROVIDER presented the 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. <u>Definitions</u>. The following terms shall have the following meanings:

A. COUNTY: Baldwin County, Alabama

B. COMMISSION: Baldwin County Commission

C. PROVIDER: Otis Elevator Company

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.** <u>Professional Qualifications.</u> 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.** <u>Legal Compliance.</u> 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.** <u>Unenforceable Provisions.</u> 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**. <u>Assignment</u>. 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.** <u>Notice.</u> Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER: Otis Elevator Company

351 Creighton Rd., Ste. C3 Pensacola, FL 32504 ATTN: Terrance Coyne

COUNTY: Baldwin County Commission

c/o Chairman

312 Courthouse Square

Suite 12

Bay Minette, AL 36507

**XVI**. <u>Services to be Rendered</u>. 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 <u>"Attachment A,"</u> the same being expressly incorporated herein by reference, and without limitation will encompass:

"Quote for labor for the Modernization of the Elevator located in the Baldwin County Corrections Center 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**. <u>Direct Expenses</u>. Compensation to PROVIDER for work shall be **\$40,000.00**. 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 once the equipment is received by Baldwin County Commission and shall terminate upon either the expiration of four (4) weeks from the notice of equipment delivery, or upon a written notification thereof received by either party within the required thirty (30) day period. Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

**XXIII.** Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason of an event or effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any

costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.

**XXIV.** Indemnification. 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:  |  |
|---|--|--|
| /   |  | /  |
| CHARLES F. GRUBER, Chairman /Date   | RONALD J. CINK<br>Budget Director  | /Date  |
| State of Alabama )  |  |  |
| County of Baldwin )   |  |  |
| I,, a N<br>State, hereby certify that, Charles F. Gruber, v<br>Commission, and Ronald J. Cink, whose name<br>acknowledged before me on this day that, bein<br>Professional and Construction Services, they,<br>executed same knowingly and with full author | whose name as Chairman of<br>e as Budget Director, are known<br>ing informed of the contents of<br>as such officers and with ful | Baldwin County<br>own to me,<br>of the Contract for<br>Il authority, |
| GIVEN under my hand and seal on the   | nis the day of   | , 2022.  |
|   |  |  |
|   | Notary Public  |  |
|   | My Commission Expires  |  |

#### SIGNATURE PAGE AND NOTARY PAGE TO FOLLOW

| DD       | $\sim$     | . TT  | -  |    |    |
|----------|------------|-------|----|----|----|
| $\nu\nu$ | <i>(</i> ) | \ / I | 11 | ы  | ν. |
| PR       | <b>(</b> ) | vı    | IJ | டப | ı. |

### Otis Elevator Company

| By<br>Its        | //Date  |   |  |
|------------------|---|---|--|
| State of)        |   |   |  |
| County of        | )   |   |  |
| I,               | going in that capacity, and, being informed of the coexecuted the same volunt | of whose Otis<br>d who is known to me,<br>ontents of the Contract | s Elevator Company<br>acknowledged<br>for Professional and |
| GIVEN under my h | and and seal on this the _  | day of  | , 2022.  |
|                  |   | Notary Public My Commission Ex                                    | xpires   |

## Otis Service and Repair Order

10/27/2022

**CUSTOMER NAME** 

BALDWIN COUNTY COMMISSION FINANCE & ACCOUNTING, 312 COURTHOUSE SQUARE, STE 11 BAY MINETTE, AL 36507 OTIS ELEVATOR COMPANY

351 Creighton Rd. Ste. C3 PENSACOLA, FL 32504 **OTIS CONTACT** 

Terrance Coyne

Phone:

Email: Terrance.Coyne@otis.com

PROJECT LOCATION

BALDWIN COUNTY CORRECTION 200 HAND AVE BAY MINETTE, AL 36507 PROPOSAL NUMBER

QTE-001523105

We propose to furnish the necessary labor on the following units:

| Unli   | Customer Designation |
|--------|----------------------|
| F53129 | 2-STOP ELV           |

#### **SCOPE OF WORK**

Material provided shall be installed in accordance with the ASME A17.1 Safety Code for Elevators and Escalators.

The customer will be responsible for paying local inspection fees if applicable.

A representative will contact you to schedule the work. All work will be performed during regular working days and hours of the Elevator Trade unless otherwise specified above.

PRICE \$40,000.00 Forty thousand dollars

This price is based on a one hundred percent (100%) downpayment in the amount of \$40,000.00 Payment terms:

- The base proposal price is contingent upon receiving a downpayment of one hundred percent (100%)
  of the base contract amount.
- The downpayment amount is due in full prior to Otis ordering material and/or mobilizing.
- If you choose the alternative downpayment amount listed below, the corresponding add shall be applied to the base contract amount.

|   | Downpayment Amount | Price Adjustment Percentage | Authorization (Initial) |
|---|--------------------|-----------------------------|-------------------------|
| ĺ | 50%                | +10%                        |                         |

In the event 100% of the contract price is not paid up front, we must be paid the remaining balance no later than the completion of work. Final invoice will be submitted once work is scheduled.

This proposal, including the provisions printed on the pages following, shall be a binding contract between you, or the party identified below for whom you are authorized to contract (collectively referred to herein as "you"), and us when accepted by you through execution of this proposal by you and approved by our authorized representative; or by your authorizing us to perform work for the project and our commencing such work.

Accepted in Duplicate

| BALDWIN COUNTY COMMISSION  | Offs Elevator Company            |
|--|----------------------------------|
| Date:  | Date:                            |
| Signed:  | Signed:                          |
| Print Name: Charles F. Gruber  | Print Name: Anthony Vittorio     |
| Title: Chairman  | Title: General Manager           |
| Email:   | Email: anthony.vittorio@otis.com |
| Company Name: BALDWIN COUNTY COMMISSION                                  |                                  |
| a Principal, Owner or Authorized Representative of<br>Principal or Owner |                                  |
| Agent (Name of Principal or Owner)                                       |                                  |

## **Otis Service and Repair Order**

10/27/2022

#### **CUSTOMER NAME**

BALDWIN COUNTY COMMISSION FINANCE & ACCOUNTING, 312 COURTHOUSE SQUARE, STE 11 BAY MINETTE, AL 36507

#### OTIS ELEVATOR COMPANY

351 Creighton Rd. Ste. C3 PENSACOLA, FL 32504

#### **OTIS CONTACT**

Terrance Coyne
Phone:
Email: Terrance.Coyne@otis.com

#### PROJECT LOCATION

BALDWIN COUNTY CORRECTION 200 HAND AVE BAY MINETTE, AL 36507

#### PROPOSAL NUMBER

QTE-001523105

We propose to furnish the necessary labor on the following units:

| Unit   | <b>Customer Designation</b> |
|--------|-----------------------------|
| F53129 | 2-STOP ELV                  |

#### SCOPE OF WORK

Material provided shall be installed in accordance with the ASME A17.1 Safety Code for Elevators and Escalators.

The customer will be responsible for paying local inspection fees if applicable.

A representative will contact you to schedule the work. All work will be performed during regular working days and hours of the Elevator Trade unless otherwise specified above.

#### PRICE

\$40,000.00

Forty thousand dollars

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- The base proposal price is contingent upon receiving a downpayment of one hundred percent (100%)
  of the base contract amount.
- The downpayment amount is due in full prior to Otis ordering material and/or mobilizing.
- If you choose the alternative downpayment amount listed below, the corresponding add shall be applied to the base contract amount.

| Downpayment Amount | Price Adjustment Percentage | Authorization (Initial) |
|--------------------|-----------------------------|-------------------------|
| 50%                | +10%                        |                         |

In the event 100% of the contract price is not paid up front, we must be paid the remaining balance no later than the completion of work. Final invoice will be submitted once work is scheduled.

This proposal, including the provisions printed on the pages following, shall be a binding contract between you, or the party identified below for whom you are authorized to contract (collectively referred to herein as "you"), and us when accepted by you through execution of this proposal by you and approved by our authorized representative; or by your authorizing us to perform work for the project and our commencing such work.

Accepted in Duplicate

| BALDWIN COUNTY COMMISSION   | Otis Elevator Company            |
|---|----------------------------------|
|   |                                  |
| Date:   | Date:                            |
| Signed:   | Signed:                          |
|   | -                                |
| Print Name: Charles F. Gruber   | Print Name: Anthony Vittorio     |
| Title: Chairman   | Title: General Manager           |
| Email:  | Email: anthony.vittorio@otis.com |
| Company Name: BALDWIN COUNTY COMMISSION   |                                  |
| <ul> <li>Principal, Owner or Authorized Representative of<br/>Principal or Owner</li> </ul> |                                  |
| □ Agent<br>(Name of Principal or Owner)   |                                  |

# $\frac{\text{CERTIFICATE OF COMPLIANCE FOR PUBLIC}}{\text{WORKS PROJECT}}$

#### **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 Labor for the Modernization of the Elevator in the Baldwin County Corrections Center Located in Bay Minette, Alabama for the Baldwin County Commission."

| IN WITNESS WHEREOF, this Certif | ication is executed this the day of |
|---------------------------------|-------------------------------------|
|                                 |                                     |
|                                 | BALDWIN COUNTY COMMISSION           |
|                                 | By:<br>As Its Chairman              |
| ATTEST:                         |                                     |
| By: As Its County Administrator |                                     |



### **Baldwin County Commission**

### **Agenda Action Form**

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 12/5/2022

Item Status: New

From: Wanda Gautney, Purchasing Director /Tom Waters, Board of Education

Submitted by: Wanda Gautney, Purchasing Director

#### ITEM TITLE

Rental of One (1) Copy Machine for the Baldwin County Board of Education Located in Bay Minette, Alabama

#### STAFF RECOMMENDATION

Approve and authorize the Chairman to execute the rental agreement with **Sharp Electronics Corporation** for the rental of one (1) new copy/scanner machine off the State of Alabama bid for thirty-six (36) months effective the date of execution as follows:

Location: Board of Education Superintendent Office - Bay Minette, AL

Model: Sharp BP-70M55

Price: \$181.46/month

Excess Charge/copy: \$0.0049 B/W

#### **BACKGROUND INFORMATION**

**Background:** The current copy machine rental agreement for the Board of Education has ended. Sharp Electronics Corporation has submitted the rental agreement to replace the old copy machine with a new machine. The rental agreement is for thirty-six (36) months off the State of Alabama bid and will include all supplies, toner and developer. The new copy machine for the Board of Education Superintendent Office in Bay Minette will be a Sharp BP-70M55 copier in the base amount of \$181.46 per month with the excess charge of \$0.0049 each for black/white copies. The Baldwin County Commission is required by the Code of Alabama 1975, Section 16-9-24 to provide office equipment to the Baldwin County Board of Education Superintendent of Education and his assistants. Code Section attached for review.

Previous Commission action/date: N/A

#### FINANCIAL IMPACT

Total cost of recommendation: \$2,177.52 per year

Budget line item(s) to be used: 10058100.52210

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 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: 12/05/2022

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# | B369 |
|--------|------|
|--------|------|

Order Address: 100 Paragon Drive, Montvale, NJ 07645
Remit Address: Dept CH 14272, Palatine, IL 60055-4272
STATE CONTRACT RENTAL AGREEMENT

SHIP TO:

BILL TO:

| Baldwir  | n County Commission                       |                 | Baldwin County Board of Educ                 | sation                |
|--|---|-----------------|--|-----------------------|
| 312 Cor  | rthouse Square Suite                      | 11              | 2600 Hand Ave.                               |                       |
| Bay Min  | nette, AL 36507                           |                 | Bay Minette, AL 36507                        |                       |
| TELEF  | PHONE # (251) 580                         | -191 <b>t</b>   | TELEPHONE # <u>251-580-19</u>                | 13                    |
| Contact: Sherry Smith Contact: Tom Waters/Joanne Cox |   |                 |  |                       |
| DATE   |   |                 | BEGINNING METER READ                         |                       |
|  | И: 3 YR. Agree<br>act # 140603-AL         |                 | provisions of State of                       | Alabama               |
| RATI   | 3: Monthly<br>Base Charge:                | \$181.46 Copies | Bxccss Charge<br>ed N/A Per Copy \$ \$.0     | 049 B/W               |
|  | 3 Yr Equip. Total<br>Kde: Pertheterms and |                 | applicable local usage tax has been added li | o the monthly payment |
| MFG  | MODEL                                     | SERIAL#         | LOCATION                                     | METER                 |
| RP   | BP-70M55                                  |                 |  |                       |
|  | BP-DE15                                   |                 |  |                       |
|  | BP-RB10                                   |                 |  |                       |
|  | BP-FN16                                   |                 |  |                       |

REPLACES S/N #95039989

#### SUPPLIES

Contract includes all supplies, toner, and developer. Excludes paper and staples. It is expressly agreed upon by both parties that <u>only</u> authorized supplies provided by Sharp Electronics Corporation C/O CPC Office Technologies 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 CPC Office Technologies and the LESSEE will at their option, replace said equipment if necessary, during the term of contract to maintain customer satisfaction.

#### TERMS AND CONDITIONS

| LESSEE |           | _TITLE  |                            | DATE            |
|--------|-----------|---------|----------------------------|-----------------|
| LESSOR | Mienchley | _ TITLE | Government Acct<br>Manager | DATE 11 21 2022 |

### **Section 16-9-24**

Supervisors; clerical assistants; offices; equipment.

The county board of education may in its discretion provide upon the nomination of the county superintendent of education, at least the following assistants: an elementary school supervisor and a statistical and stenographic clerk. No person shall be eligible for appointment as such supervisor who does not hold a certificate of administration and supervision as required of county superintendents of education. The county board of education may employ additional clerical and professional assistants, including health supervisors, and may reimburse them for all actual traveling expenses necessary in the performance of their official duties. The county superintendent is hereby required to maintain an office at the county seat. The county commission shall provide the county superintendent of education and his professional and clerical assistants with ample, convenient and comfortable office quarters. The county commission shall also provide necessary furniture, office equipment, stationery, postage, forms and supplies required by the county superintendent of education and his assistants.

(School Code 1927, §169; Code 1940, T. 52, §130.)



### **Baldwin County Commission**

### **Agenda Action Form**

File #: 23-0278, Version: 1 Item #: CE13

Meeting Type: BCC Regular Meeting

**Meeting Date:** 12/5/2022

Item Status: New

From: Wanda Gautney, Purchasing Director/Judge Harry D'Olive/Probate Chief Clerk, Dean

Mott/Matt Huffman, Office Manager Board of Registrar **Submitted by:** Wanda Gautney, Purchasing Director

#### **ITEM TITLE**

Rental of Two (2) New Copy Machines for the Baldwin County Judge of Probate Office Located in the Fairhope Satellite Courthouse and Board of Registrar's Office Located in Bay Minette, Alabama

#### STAFF RECOMMENDATION

Approve and authorize the Chairman to execute the rental agreements with **Sharp Electronics Corporation** for the rental of two (2) new copy machines off the State of Alabama bid for thirty-six (36) months effective the date of execution as follows:

Location: Judge of Probate Office - Fairhope Satellite Courthouse

Model: BP-50M55 Price: \$132.80/month

Excess Charge/copy: \$0.0049/BW

Location: Board of Registrar's Office - Bay Minette

Model: BP-70C36 Price: \$159.03 /month

Excess Charge/copy: \$0.0072/BW, \$0.0450/Color

**BACKGROUND INFORMATION** 

**Background:** The Judge of Probate Office located in the Fairhope Satellite Courthouse and the Board of Registrar's Office located in Bay Minette copy machine agreements have expired. Sharp Electronics Corporation has submitted the rental agreements to replace the old copy machines with new machines. The rental agreement is for thirty-six (36) months off the State of Alabama bid and will include all supplies, toner and developer.

Previous Commission action/date: N/A

#### FINANCIAL IMPACT

**Total cost of recommendation:** \$1,593.60/year Probate; \$1,908.36/year Board of Registrar

Budget line item(s) to be used: 10051300 & 10051920

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

#### **LEGAL IMPACT**

Is legal review necessary for this staff recommendation and related documents? Standard State of Alabama 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: 12/05/2022

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# | B370 |
|--------|------|
|--------|------|

Order Address: 100 Paragon Drive, Montvale, NJ 07645
Remit Address: Dept CH 14272, Palatine, IL 60055-4272
STATE CONTRACT RENTAL AGREEMENT

| BILL TO:  | SHIP TO:   |
|---|--|
| Baldwin County Commission   | Pairhope Probate   |
| 312 Courthouse Square Suite 11  | 1100 Fairhope Ave  |
| Bay Minette, AL 36507   | Pairhope, AL 36532   |
| TELEPHONE # (251) 580-1911  | TELEPHONE # 251-990-4645   |
| Contact: Sherry Smith   | Contact: Amy Williams  |
| DATE  | BEGINNING METER READ   |
| TERM: 3 YR. Agreement und<br>Contract # 140603-AL-06                      | der the provisions of State of Alabama   |
| RATE: Monthly Base Charge:\$132.80  | Copies N/A Excess Charge Included N/A Per Copy \$ \$.0049 B/W                          |
| 3 Yr Equip. Total \$4,780.80  Note: Per the terms and conditions of the A | _<br>IL contract, the applicable local usage tax has been added to the monthly payment |

| MFG   | MODEL    | SERIAL#                | LOCATION | METER |
|-------|----------|------------------------|----------|-------|
| SHARP | BP-50M55 |                        |          |       |
|       | BP-FN11  |                        |          |       |
|       | BP-DE14  |                        |          |       |
|       | BP-FX11  |                        |          |       |
|       |          | REPLACES S/N #95045849 |          |       |
|       |          |                        |          |       |
|       |          |                        |          |       |
|       |          |                        |          |       |

#### SUPPLIES

Contract includes all supplies, toner, and developer. Excludes paper and staples. It is expressly agreed upon by both parties that <u>only</u> authorized supplies provided by Sharp Electronics Corporation C/O CPC Office Technologies 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 CPC Office Technologies and the LESSEE will at their option, replace said equipment if necessary, during the term of contract to maintain customer satisfaction.

#### TERMS AND CONDITIONS

| LESSEE |           | _TITLE |                            | DATE    |    |      |
|--------|-----------|--------|----------------------------|---------|----|------|
| LESSOR | Murantley | TITLE  | Government Acct<br>Manager | DATE 11 | 21 | 2022 |

| Order# | B371 |  |
|--------|------|--|
|--------|------|--|

Order Address: 100 Paragon Drive, Montvale, NJ 07645 Remit Address: Dept CH 14272, Palatine, IL 60055-4272 STATE CONTRACT RENTAL AGREEMENT

| BILL TO   | O:   |                          | SHIP TO:   |                 |  |  |  |
|-----------|--|--------------------------|--|-----------------|--|--|--|
| Baldwin C | County Commission                              | <u> </u>                 | Board of Registrars                              |                 |  |  |  |
| 312 Court | house Square Suite                             | 11                       | 119 West 2nd Street                              |                 |  |  |  |
| Bay Mine  | nte, AL 36507                                  |                          | Bay Minette, AL 36507                            |                 |  |  |  |
| TELEPH    | IONE # (251) 580-                              | -1911                    | TELEPHONE # 251-937-0387                         |                 |  |  |  |
| Contac    | t: Sherry Smith                                |                          | Contact: Max Huffman                             | ·               |  |  |  |
| DATE_     |  | _                        | BEGINNING METER READ                             |                 |  |  |  |
|           | 3 YR. Agree<br>t # 140603-AL                   |                          | provisions of State of Ala                       | abama           |  |  |  |
| RATE:     | Monthly<br>Base Charge:                        | Copie<br>\$159.03 Includ | s N/A Excess Charge \$.0072                      | BW \$.0450 CLR  |  |  |  |
| 3         | Yr Equip. Total :<br>Note: Per the terms and c |                          | applicable local usage fax has been added to the | monthly payment |  |  |  |
| VIFG      | MODEL  | SERIAL#                  | LOCATION   | METER           |  |  |  |
| RP        | BP-70C36                                       |                          |  |                 |  |  |  |
|           | BP-TUI0  | -                        |  |                 |  |  |  |
|           | BP-DE14  |                          |  |                 |  |  |  |
|           | BP-FX11  |                          |  | ļ               |  |  |  |
|           |  | REPLACES #95112719       |  | <u> </u>        |  |  |  |
|           |  |                          |  |                 |  |  |  |

#### SUPPLIES

Contract includes all supplies, toner, and developer. Excludes paper and staples. It is expressly agreed upon by both parties that <u>only</u> authorized supplies provided by Sharp Electronics Corporation C/O CPC Office Technologies 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 CPC Office Technologies and the LESSEE will at their option, replace said equipment if necessary, during the term of contract to maintain customer satisfaction.

#### TERMS AND CONDITIONS

| LESSEE          | TITLE |                            | DATE |    |    |      |
|-----------------|-------|----------------------------|------|----|----|------|
| LESSOR MICHALLY | TITLE | Government Acct<br>Manager |      | 11 | 21 | 2022 |



### **Baldwin County Commission**

### **Agenda Action Form**

File #: 23-0280, Version: 1 Item #: CE14

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 12/5/2022

Item Status: New

From: Wanda Gautney, Purchasing Director/Terri Graham, Solid Waste Director

Submitted by: Wanda Gautney, Purchasing Director

#### ITEM TITLE

Rental of Four (4) New Copy Machines for Various Baldwin County Solid Waste Offices Located in Summerdale and Loxley, Alabama

#### STAFF RECOMMENDATION

Approve and authorize the Chairman to execute the rental agreements with **Sharp Electronics Corporation** for the rental of four (4) new copy machines off the State of Alabama bid for thirty-six (36) months effective the date of execution as follows:

Maintenance Shop - Magnolia Landfill - Summerdale

Model: Sharp BP-70C36

Price: \$168.99

Excess Charge/copy: B/W \$0.0072/copy Color \$0.0450/copy

Solid Waste Collections Dept. - Summerdale

Model: Sharp BP-70C55

Price: \$207.92

Excess Charge/copy: B/W \$0.0054/copy Color \$0.0400/copy

Scale House - Magnolia Landfill - Summerdale

Model: Sharp BP-70C36

Price: \$168.99

Excess Charge/copy: B/W \$0.0072/copy Color \$0.0450/copy

MacBride Landfill - Loxley Model: Sharp BP-70C36

Price: \$168.99

Excess Charge/copy: B/W \$0.0072/copy Color \$0.0450/copy

**BACKGROUND INFORMATION** 

**Background:** The current copy machines rental agreements for the Solid Waste Offices located in Summerdale and Loxley, Alabama have expired. Sharp Electronics Corporation has submitted the

File #: 23-0280, Version: 1 Item #: CE14

rental agreements to replace the old copy machines with new machines. The rental agreement is for thirty-six (36) months off the State of Alabama bid and will include all supplies, toner and developer.

Previous Commission action/date: N/A

#### FINANCIAL IMPACT

Total cost of recommendation: \$8,578.68 per year

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

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

N/A

#### **LEGAL IMPACT**

Is legal review necessary for this staff recommendation and related documents? Standard State of Alabama 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: 12/05/2022

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# | B365 |
|--------|------|
| Order# | B365 |

Order Address: 100 Paragon Drive, Montvale, NJ 07645 Remit Address: Dept CH 14272, Palatine, IL 60055-4272

## STATE CONTRACT RENTAL AGREEMENT

| BILL TO:        |  |                           | SHIP TO:  |                  |  |  |
|-----------------|--|---------------------------|---|------------------|--|--|
| Baldwin         | County Commission                            | on                        | Magnolia Land Fill                              |                  |  |  |
| 312 Cour        | thouse Square Suit                           | e 11                      | Maintenance Shop                                |                  |  |  |
| Bay Mine        | ette, AL 36507                               |                           | 15140 County Road 49                            |                  |  |  |
|                 |  |                           | Summerdale, AL 36580                            |                  |  |  |
| TELEPH          | HONE # (251) 58                              | 0-1911                    | TELEPHONE # (251) 972-68                        | 78               |  |  |
| Contac          | ct: Sherry Smith                             |                           | Contact: Michelle Westley                       |                  |  |  |
| DATE_           |  |                           | BEGINNING METER READ                            |                  |  |  |
| TERM<br>Contrac | : 3 YR. Agree<br>ct # 140603-AI              | ement under the p<br>2-06 | provisions of State of A                        | labama           |  |  |
|                 | Monthly<br>Base Charge                       | Copies                    | d N/A Excess Charge Per Conv \$ \$.007          | 2 BW \$.0450 CLR |  |  |
|                 | 3 Yr Equip, Total<br>Nole: Per the lerms and |                           | ipplicable local usage tax has been added to th |                  |  |  |
| MFG             | MODEL  | SERIAL#                   | LOCATION  | METER            |  |  |
| ARP             | BP-70C36                                     |                           |   |                  |  |  |
|                 | BP-DE12                                      |                           |   |                  |  |  |
|                 | BP-FN11                                      |                           |   |                  |  |  |
|                 | BP-FX11                                      |                           |   |                  |  |  |
| <del> </del>    |  | REPLACES #95111599        |   |                  |  |  |
|                 |  |                           |   |                  |  |  |
|                 |  |                           |   |                  |  |  |
|                 |  |                           |   |                  |  |  |

#### SUPPLIES

Contract includes all supplies, toner, and developer. Excludes paper and staples. It is expressly agreed upon by both parties that <u>only</u> authorized supplies provided by Sharp Electronics Corporation C/O CPC Office Technologies 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 CPC Office Technologies and the LESSEE will at their option, replace said equipment if necessary, during the term of contract to maintain customer satisfaction.

#### TERMS AND CONDITIONS

| LESSEE           | TITLE |                            | DATE            |
|------------------|-------|----------------------------|-----------------|
| LESSOR AWONSPLEY | TITLE | Government Acct<br>Manager | DATE 11/21/2020 |

| Order# B366 |  |
|-------------|--|
|-------------|--|

Order Address: 100 Paragon Drive, Montvale, NJ 07845 Remit Address: Dept CH 14272, Palatine, IL 60055-4272

STATE CONTRACT RENTAL AGREEMENT

SHIP TO:

BILL TO:

| Baldwin County Con  | nmission   | Magnolia    | Land Fill         | ·                   |  |
|---|--|-------------|-------------------|---------------------|--|
| 312 Courthouse Squa   | re Suite I1  | Collection  | s                 |                     |  |
| Bay Minette, AL 365   | Bay Minette, AL 36507 15140 County Road 49   |             |                   |                     |  |
|   |  | Summerde    | ale, AL 36580     |                     |  |
| TELEPHONE # (2  | 51) 580-1911   | TELEPH      | ONE # (251) 972-6 | 878                 |  |
| Contact: Sherry S   | mith   | Contact:    | Allison Owens     |                     |  |
| DATE  |  | BEGINNING N | METER READ        |                     |  |
|   | TERM: 3 YR. Agreement under the provisions of State of Alabama Contract # 140603-AL-06                       |             |                   |                     |  |
| RATB: Monthly<br>Base Ch  | RATE: Monthly Copies N/A Excess Charge Base Charge: \$207.92 Included N/A Per Copy \$ \$.0054 BW \$.0400 CLR |             |                   |                     |  |
| 3 Yr Equip. Total \$7,485.12  Note: Per the terms and conditions of the AL contract, the applicable local usage tax has been added to the monthly payment |  |             |                   | the monthly payment |  |
| MFG MODI  | EL SERIA   | L# L        | OCATION           | METER               |  |
| SHARP BP-70C5   | 5  |             |                   |                     |  |
| BP-DE12   |  |             |                   |                     |  |
| BP-FN!!   |  |             |                   |                     |  |
| BP-FX11   |  |             |                   |                     |  |
|   | REPLACES #   | 95125899    |                   |                     |  |
|   |  |             |                   |                     |  |
|   |  |             |                   |                     |  |
| <u> </u>  | <u></u>  |             |                   |                     |  |

#### SUPPLIES

Contract includes all supplies, toner, and developer. Excludes paper and staples. It is expressly agreed upon by both parties that <u>only</u> authorized supplies provided by Sharp Electronics Corporation C/O CPC Office Technologies 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 CPC Office Technologies and the LESSEE will at their option, replace said equipment if necessary, during the term of contract to maintain customer satisfaction.

#### TERMS AND CONDITIONS

| LESSEE            | TITLE   |                            | DATE            |
|-------------------|---------|----------------------------|-----------------|
| LESSOR 11 Wronkby | _ TITLE | Government Acct<br>Manager | DATE 11 21 2023 |

| Order#                                  | B367 |  |
|---|------|--|
| - · · · · · · · · · · · · · · · · · · · | 2001 |  |

Order Address: 100 Paragon Drive, Montvale, NJ 07645
Remit Address: Dept CH 14272, Palatine, IL 60055-4272
STATE CONTRACT RENTAL AGREEMENT

SHIP TO:

BILL TO:

| Baldwin County Commission             |  |                              | Magnolia Land Fill/Scale House               |                     |  |
|---------------------------------------|--|------------------------------|--|---------------------|--|
| 312 Cou                               | 312 Courthouse Square Suite 11             |                              | 15140 County Road 49                         |                     |  |
| Bay Min                               | ette, AL 36507                             |                              | Summerdale, AL 36580                         |                     |  |
| TELEP                                 | HONE # (251) 580                           | 0-1911                       | TELEPHONE # (251) 972-6                      | 878                 |  |
| Conta                                 | ct: Sherry Smith                           |                              | Contact: Allison Owens                       |                     |  |
| DATE                                  |  |                              | BEGINNING METER READ                         |                     |  |
|                                       | l: 3 YR. Agree<br>ct # 140603-AI           |                              | provisions of State of /                     | Alabama             |  |
| RATE                                  | : Monthly<br>Base Charge:                  | Copie:<br>: \$168.99 Include | B Excess Charge ed N/A Per Copy \$ \$.00     | 072 BW \$.0450 CLR  |  |
|                                       | 3 Yr Equip, Total<br>Kole: Pertheterms and | <del></del>                  | applicable local usage tax has been added to | the mouthly payment |  |
| MFG                                   | MODEL                                      | SERIAL#                      | LOCATION                                     | METER               |  |
| SHARP                                 | BP-70C36                                   |                              |  |                     |  |
|                                       | BP-DE12                                    |                              |  |                     |  |
|                                       | BP-FN11                                    |                              |  |                     |  |
|                                       | BP-FX11                                    |                              |  |                     |  |
| · · · · · · · · · · · · · · · · · · · |  |                              |  |                     |  |
|                                       | <del>-</del>                               | REPLACES 8/N # 9509965       | 60   |                     |  |
|                                       |  |                              |  |                     |  |
| <u> </u>                              |  | <u> </u>                     | _L_ <del></del>                              |                     |  |
|                                       |  |                              |  |                     |  |

#### SUPPLIES

Contract includes all supplies, toner, and developer. Excludes paper and staples. It is expressly agreed upon by both parties that <u>only</u> authorized supplies provided by Sharp Electronics Corporation C/O CPC Office Technologies 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.

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#### TERMS AND CONDITIONS

| LESSEE |           | _TITLE |                            | DATE |         |
|--------|-----------|--------|----------------------------|------|---------|
| LESSOR | Murerosky | TITLE  | Government Acct<br>Manager |      | 31/3039 |

| Order# | B368 |
|--------|------|
|        |      |

Order Address: 100 Paragon Drive, Montvale, NJ 07645
Remit Address: Dept CH 14272, Palatine, IL 60055-4272
STATE CONTRACT RENTAL AGREEMENT

SHIP TO:

BILL TO:

| Baldwi         | n County Commission  | on                     | MacBride Landfill                             | ı                  |  |
|----------------|--|------------------------|---|--------------------|--|
| 312 Cou        | urthouse Square Suit   | te 11                  | 14200 County Road 64                          |                    |  |
| Bay Min        | nette, AL 36507  |                        | Loxley, AL 36551                              |                    |  |
| TELEP          | PHONE # (251)580   | 1-1911                 | TELEPHONE # <u>(251)-972-</u> 68              | 878                |  |
| Conta          | ct: Sherry Smith   |                        | Contact: Allison Owens                        |                    |  |
| DATE           |  | 6                      | EGINNING METER READ                           |                    |  |
| TERM<br>Contra | TERM: 3 YR. Agreement under the provisions of State of Alabama Contract # 140603-AL-06 |                        |   |                    |  |
| RATE           | RATE: Monthly  Copies  N/A  Excess Charge \$.0072 BW \$.0450 CLR                       |                        |   |                    |  |
|                | 3 Yr Equip. Total<br>Note: Per the lemms and   |                        | plicable local usage lax has been added to th | he monthly payment |  |
| MFG            | MODEL  | SERIAL#                | LOCATION                                      | METER              |  |
| SHARP          | BP-70C36   |                        |   |                    |  |
|                | BP-DE12  |                        |   |                    |  |
|                | BP-FN11  |                        |   |                    |  |
|                | BP-FX11  |                        |   |                    |  |
|                |  | REPLACES 9/N #95111589 |   |                    |  |
|                |  |                        |   | _                  |  |
|                | <u> </u>   |                        |   |                    |  |
|                |  |                        |   |                    |  |

#### SUPPLIES

Contract includes all supplies, toner, and developer. Excludes paper and staples. It is expressly agreed upon by both parties that <u>only</u> authorized supplies provided by Sharp Electronics Corporation C/O CPC Office Technologies 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

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#### TERMS AND CONDITIONS

| LESSEE |          | TITLE   | DATE                        |             |
|--------|----------|---------|-----------------------------|-------------|
| LESSOR | Murently | _ TITLE | Government Acct Manager DAT | E11/21/2022 |



### **Baldwin County Commission**

### **Agenda Action Form**

**Meeting Type:** BCC Regular Meeting

Meeting Date: 12/05/2022

Item Status: New

From: Brian Peacock, CIS Director / Adam Scarborough, Assistant CIS Director

Submitted by: Susan Marino, Business Manager

#### ITEM TITLE

IQGeo America - Professional Services Agreement for Subscription and Maintenance, Support and Hosting Services

#### STAFF RECOMMENDATION

Authorize the Chairman to execute a Professional Services Agreement between Baldwin County Commission and IQGeo America for OSPInsight Subscription and Maintenance, Support and Hosting Services.

The Agreement shall be effective for twelve (12) months commencing immediately upon the same date as its full execution, and thereafter automatically renew for consecutive one (1) year periods, not to exceed a three (3) year term.

#### **BACKGROUND INFORMATION**

Background: N/A

Previous Commission action/date: N/A

#### FINANCIAL IMPACT

Total cost of recommendation: \$13,000.00

Budget line item(s) to be used: 10051965.52351

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: Cason Cheely dated 11/01/2022

Additional comments: Brad Hicks

#### **ADVERTISING REQUIREMENTS**

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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: 12/05/2022

**Individual(s) responsible for follow up:** Administration Staff to prepare correspondence and mail executed agreement to provider for signature.

Adam Scarborough, Assistant CIS Director and Susan Marino, Business Manager, to follow up with IQGeo America to ensure implementation.

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

IQGeo America Attn: Kevin Pratt 1670 Broadway Suite 2215 Denver, CO 80202-4814

Additional instructions/notes: Kevin Pratt Email Address: kevin.pratt@iggeo.com

### IQGEO SUBSCRIPTION GENERAL TERMS AND CONDITIONS

1. Applicability. These general terms and conditions (these "Terms") are the only terms which govern the sale of the Subscription Services by IQGeo America Inc. ("IQGeo") to the buyer ("Customer") named on the accompanying order form ("Order Form"). These Terms prevail over any of Customer's general terms and conditions of purchase, regardless of whether or when Customer has submitted its purchase order or such terms. Fulfilment of the Order Form does not constitute acceptance of any of Customer's terms and conditions and does not serve to modify or amend these Terms. IQGeo and Customer may be referred to herein individually as a "Party" and collectively, the "Parties."

#### 2. Provision of the Subscription Services.

- 2.1. Subscription Services. Subject to Customer's compliance with these Terms, IQGeo shall provide certain subscription services, as indicated on the Order Form, on either a hosted or installed basis, including as applicable: (i) the licensing of IQGeo's proprietary OSPInsights software ("Product(s)"), (ii) the provision of Third Party Software or Third Party Data Services, (iii) the provision of support and maintenance services pursuant to Section 4 ("Support Services"), (iv) the Documentation, and (v) hosting services provided by IQGeo or a Third Party Provider on behalf of IQGeo pursuant to Section 5 (the "Hosting Services" and, collectively with subsections (i)-(iv), the "Subscription Services") during the Subscription Term (as defined below). Whereby: "Documentation" means any materials and documentation provided or made available by IQGeo to Customer in connection with the Subscription Services; "Third Party Data Services" means data services supplied by a third party which may be required to use or optimize the relevant Product; and "Third Party Software" means a software product owned and licensed by a third party and which may be required to use or optimize the relevant Product.
- 2.2. <u>Delivery of the Subscription Services</u>. If IQGeo provides the Subscription Services on a hosted basis, IQGeo shall use commercially reasonable efforts to make the Subscription Services available to Customer for the duration of the Subscription Term, except during any reasonable periods of emergency or routine maintenance. If IQGeo provides the Subscription Services on an installed basis, IQGeo shall install the relevant Products at the location (e.g. install address, hardware or platform) specified by Customer and identified on the Order Form ("Installation Location").

### 2.3. <u>License</u>.

2.3.1. <u>License Grant</u>. IQGeo hereby grants to Customer a limited, personal, non-exclusive, revocable, non-transferable, non-sublicenseable license and right, on a subscription basis, to: (i) if on a hosted basis, permit its authorized Representative(s) (subject to the maximum number of Named Users) ("**Users**") to access and use (as a hosted service) the Subscription Services during the Subscription Term solely for the Permitted Purpose or (ii) if on an installed basis, install one copy of the Products at

the Installation Location and permit its Users to access and use (as an installed service) the Subscription Services during the Subscription Term solely for the Permitted Purpose. Customer shall at all times ensure full compliance by any Users with these Terms and Customer shall remain fully liable and assume all responsibility for use of the Subscription Services by its Users. Except for the license provided pursuant to this Section, Customer acknowledges these Terms do not grant Customer, and IQGeo expressly disclaims the grant of any license, interest or right to or under any Intellectual Property Rights (as defined below) of IQGeo, whether directly or indirectly, by implication or otherwise. Whereby: "Named User" means any User (including non-human operating devices if such device can access the Product) of a Product, regardless of whether the User is actively using the Product at any given time; "Permitted Purpose" means Customer's use of the Subscription Services (or Professional Services, as applicable, as such term is defined below) only for Customer's internal business purposes and in strict accordance with these Terms and the Documentation; and "Representatives" means the employees, consultants, agents or subcontractors of a Party.

- 2.3.2. Named Users and/or Operating Unit. The Subscription Services are licensed on a per Product basis and per Named User or by Operating Unit, as set forth in the Order Form. Customer shall not (and shall not permit its Users to) use the Subscription Services (or any part thereof) in excess of the Products or the number of Named Users or Operating Unit(s), as applicable, each case as set out in the Order Form. If IQGeo has any reason to believe or suspect that Customer or its Users are in violation of these Terms, IQGeo may request additional assurances of compliance from Customer, upon which Customer shall promptly initiate an investigation and provide a written certification of compliance within thirty (30) days, in a form reasonably acceptable to IQGeo. Whereby "Operating Unit" means a division, department or functional area within Customer's organization that is responsible for a specific corporate activity.
- 2.4. Restrictions. Customer shall not (and shall not allow any person other than IQGeo or person authorized by IQGeo to): (i) pledge the Products as collateral or otherwise, and shall not permit the creation if any encumbrance, mortgage, charge, lien or security interest over or on the Products; (ii) use the Products to operate a managed service or service bureau, whether as standalone or bundled product, for the benefit of any other person; (iii) attempt to copy, modify, duplicate, translate, create derivative works from or transmit all or any part of the Products or Documentation in any form or media or by any means; (iv) attempt to reverse engineer, decompile, disassemble or otherwise reduce to human-perceivable form all or any part of the Products or otherwise attempt to learn the source code, structure, designs, algorithms, or other items underlying the Product; (v) fix, repair, alter, amend, maintain or support the Products (or attempt to do the same); (vi) license, transfer, assign, distribute, timeshare, display, disclose, or otherwise commercially exploit,



or otherwise make the Products and/or Documentation available to any third party except the Users; or (vii) modify or remove any copyright, trademark, patent or proprietary notices on the Products or the Documentation. Notwithstanding this foregoing, if IQGeo provides the Subscription Services on an installed basis, Customer shall be permitted to make a single back-up copy of the Products as may be necessary under applicable laws, provided that Customer does not use any back-up copy of the Products for live and/or operational use.

2.5. <u>Suggested Improvements</u>. Customer may provide comments or suggestions regarding, or proposed improvements to the Subscription Services ("Suggested Improvements"). IQGeo will be free to use, disclose, reproduce, license or otherwise distribute, and exploit Suggested Improvements as it sees fit, entirely without obligation to Customer or restriction of any kind on account of Intellectual Property Rights or otherwise, including the payment of any fees or royalties to Customer. All right, title and interest in and to the Suggested Improvements developed and/or implemented by IQGeo and all derivatives thereof and modifications and developments thereto (including all Intellectual Property Rights embodied therein or associated therewith) are and shall remain the exclusive property of IQGeo.

#### Third Party Data Services, Third Party Data Software and Third Party Hardware.

- 3.1. Third Party Data Services and Third Party Software. The Documentation sets forth the Third Party Data Services and/or Third Party Software which are (i) provided by IQGeo for use with the Subscription Services; and/or (ii) required to be provided by Customer for use with the Subscription Services. Customer acknowledges that Customer is solely responsible for purchasing such Third Party Software and/or Third Party Data Services not provided with the Subscription Services. To the extent IQGeo provides Third Party Data Services and/or Third Party Software, IQGeo is licensed to use such incorporated Third Party Data Services and/or Third Party Software in conjunction with the Product and, provided Customer's and its User's compliance with these Terms and the applicable Third Party Terms, IQGeo is permitted to extend such licenses to Customer and its Users. "Third Party Terms" means the terms and conditions (including any end user license agreement) which governs use of Third Party Data Services or Third Party Software. Any breach of the Third Party Terms by Customer shall constitute a material breach of these Terms. Customer's right to use the Third Party Software and/or Third Party Data Services provided by IQGeo shall cease if: (i) the underlying license or right terminates or expires or (ii) on termination or expiration of the applicable Order Form.
- 3.2. Third Party Hardware. Customer may need to separately purchase hardware, firmware or other technologies sold or provided by a third party that are required in order to utilize and/or optimize performance of the relevant Product ("Third Party Hardware" and, together with Third Party Data Services and Third Party Software, "Third Party Products").
- No Warranty. IQGeo does not warrant any Third Party Products and IQGeo shall have no liability to Customer or

responsibility for the Third Party Products, including the quality or performance of the Third Party Products, any failure of the relevant third party owner or vendor to perform on its warranties or for the support of the Third Party Products. IQGeo will use commercially reasonable efforts to support Third Party Software as used in conjunction with the Product(s) and, to the extent legally permissible, will pass through to Customer all warranties from third parties. IQGeo shall have no liability for any failure in performance of or defect in the Subscription Services or any Claims (as defined below) arising therefrom, due to Customer's failure to separately purchase such Third Party Products. IQGeo does not warrant that the Product will work in combination with any Third Party Product, other than those provided with the Product or as identified pursuant to the Documentation.

- 4. Support Services. Subject to these Terms, IQGeo will provide the Support Services in accordance with <u>Schedule 1</u>, during the Subscription Term. IQGeo will use commercially reasonable efforts to provide Support Services for any particular Product version for up to eighteen (18) months after such version release date; provided that, IQGeo may terminate the Subscription Term if IQGeo discontinues Support Services and IQGeo shall refund to Customer the prorated amount of any prepaid Subscription Fees.
- Hosting Services. If the Subscription Services are being provided on a hosted basis, IQGeo or a third party on IQGeo's behalf will provide Hosting Services to enable Customer to access and use the Subscription Services, in accordance with Schedule 2, during the Subscription Term. IQGeo reserves the right to suspend the Hosting Services without further notice where IQGeo considers such suspension is reasonably necessary. IQGeo shall act reasonably and in good faith when exercising its right of suspension and IQGeo will use all commercially reasonable efforts to give Customer as much notice of the suspension as is practicable, the reasons for the suspension and the likely period of suspension. Suspension of Hosting Services shall not affect Customer's liability to pay any Subscription Fees and other amounts due to IQGeo under the Order Form, unless the suspension is due to the IQGeo's uncured default or unless the suspension lasts in excess of five (5) business days and impedes Customer's ability to use the Product. Customer acknowledges that it shall be responsible for: (i) procuring and maintaining its network connections and telecommunications links from its systems to IQGeo's data centers and (ii) all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to Customer's network connections or telecommunications links.
- 6. Professional Services. Customer may purchase professional services, including training services and services relating to the implementation, configuration installation, and/or integration of Subscription Services (including, where applicable, migration of Customer Content (as defined below)) ("Professional Services" and, together with the Subscription Services, the "Services"), as detailed in the Order Form and separate statement of work executed by the Parties setting forth the details of the Professional Services ("Statement of Work"). Any and all outputs and deliverables resulting or arising from or generated or created (whether by IQGeo or a Third Party Provider) when performing the Professional Services shall remain the sole and exclusive property of IQGeo and Customer shall have a limited right to use such outputs and deliverables only to the extent necessary to receive the commercial benefit of the Professional

Services and associated outputs and deliverables for the Permitted Purpose.

7. Third Party Providers. Customer acknowledges that IQGeo may engage Third Party Providers from time to time to provide any element of the Subscription Services and/or Professional Services on behalf of IQGeo; provided that, IQGeo shall remain responsible to Customer for the supply of the relevant Subscription Services and/or Professional Services in accordance with these Terms. To the extent there is a failure or issue in, or caused by, the Services provided by a Third Party Provider and Customer and/or Users suffer any losses, IQGeo shall use commercially reasonable efforts to recover such losses from the Third Party Provider. IQGeo's liability to Customer for all such losses shall be limited to the amount IQGeo is able to recover from the Third Party Provider and then apportioned in respect of the Customer's losses. "Third Party Provider" means a third party service provider used or engaged by IQGeo from time to time to provide the Subscription Services or Professional Services on behalf of IQGeo.

#### 8. Fees.

- 8.1. Fees. Customer shall pay the fees for the Subscription Services, including license, support, and, if applicable, hosting charges ("Subscription Fees") and the fees for the Professional Services (together with Subscription Fees, the "Fees") as set forth in the Order Form. All Fees shall be exclusive of any sales or use tax, including VAT, HST, PST, and GST, as applicable, which shall be payable by Customer. The Fees are exclusive of travel, accommodation, per diem or other expenses incurred by IQGeo or its Representatives. Fees may be subject to change at the conclusion of the Initial Term (as defined below).
- 8.2. Payment of Fees. IQGeo shall invoice Customer for the Fees: (i) in respect of the Subscription Services, annually in advance; and (ii) in respect of Professional Services, on or after the applicable dates set out in the Statement of Work or, if no dates are specified, monthly in arrears. Customer shall pay the Fees no later than thirty (30) days after the date of the invoice; except for any amounts disputed by Customer in good faith, provided that, Customer notifies IQGeo of such dispute within ten (10) business days of the date of the invoice. All payments shall be made by ACH or electronic transfer of funds. If Customer fails to pay any in accordance with this Section, IQGeo shall be entitled to charge interest on the unpaid amount at a rate of 18% per annum above the HSBC Bank plc base rate and suspend provision of the Services until full payment of any undisputed amounts. Customer shall promptly notify IQGeo if its internal procedures require a purchase order for the processing of any payments and Customer will promptly submit the purchase order to IQGeo. Customer further acknowledges and agrees that Customer's failure to submit a purchase order to IQGeo does not affect Customer's payment obligations under these Terms.
- 8.3. Fess and Named Users. To the extent that IQGeo has licensed to Customer any Product on a per-Named-User basis and in the event Customer's use of the Product exceeds the licensed number of Named Users, Customer shall promptly notify IQGeo of such excess use and IQGeo shall invoice Customer for the Subscription Fees associated with such excessive use. Notwithstanding the

- foregoing, nothing in this Section shall limit IQGeo's right to recover damages for any breach of these Terms or any of IQGeo's other rights hereunder. IQGeo will not provide any reduction, discount, rebate or refund in the event that Customer reduces the number of Named Users during the Subscription Term.
- 9. Customer Obligations. Customer shall: (i) provide IQGeo with all necessary cooperation in relation to IQGeo's provision of the Services, including all necessary access to information, Customer Content, Customer IT Systems or other hosting or testing environments, as may be reasonably required by IQGeo; (ii) comply with all applicable laws and regulations; (iii) ensure that the Users act in accordance with these Terms; (iv) have sole responsibility for: (A) the legality, reliability, integrity, accuracy and quality of, and all necessary consents in respect of, the Customer Content and (B) backup and restoration of Customer IT Systems and Customer Content relating to the Subscription Services, save to the extent IQGeo is responsible for providing backup and restoration services as part of the Hosting Services. Whereby: "Customer Content" means all information, data, materials, and content of any kind, furnished or made available to IQGeo by Customer, and/or stored in or entered into the Products by or on behalf of the Customer, its Users and/or end users while using the Subscription Services and "Customer IT **Systems**" means Customer's computing environment (including hardware, software and/or telecommunications networks or equipment) used by Customer in connection with the receipt and/or use of the Services which is owned, licensed or otherwise controlled by Customer.
- 10. Compliance with Export Law. Customer understands and recognizes that the Products, Documentation and any other technical information made available to it hereunder may be subject to the export administration regulations of Canada, the European Union, United Kingdom, United States Department of Commerce and other United States government regulations related to the export of technical data and equipment and products. Customer acknowledges and agrees Customer is responsible for its compliance with all such regulations. Customer's breach of this Section shall constitute a material breach of these Terms.

#### 11. Warranties; Disclaimer of Warranties.

- 11.1. Product. IQGeo warrants that each Product delivered thereto will substantially conform, in all material respects, to the Documentation for a period of ninety (90) days after the Product is delivered to Customer ("Warranty Period"). Customer shall notify IQGeo in writing (a "Warranty Notice") within the Warranty Period in the event of any defect in the relevant Product which prevents the Product from complying with this Section and (provided that, such a defect does not result from Customer's or a User's misuse or unauthorized use of the Product) IQGeo shall (at its sole option) either take reasonable steps to remedy the defect or replace the Product within ninety (90) days of the Warranty Notice.
- 11.2. Professional Services; PROFESSIONAL SERVICES

  DISCLAIMER. IQGeo warrants that: (i) the Professional Services will be provided with reasonable care and skill, and materially in accordance with the applicable Schedules and Statements of Work and in accordance with good industry practice; (ii) IQGeo will utilize appropriately experienced, qualified and trained personnel in performance of the Services; and (iii) IQGeo has and will

maintain all necessary rights, licenses, consents, and permissions necessary for the performance of its these Terms. CUSTOMER obligations under ACKNOWLEDGES AND AGREES THAT THE OPINIONS, ADVICE, AND RECOMMENDATIONS OF DURING THE PERFORMANCE PROFESSIONAL SERVICES OR ANY OTHER **SERVICES** DO NOT CONSTITUTE REPRESENTATION, WARRANTY, OR GUARANTEE ABOUT THE SUBSCRIPTION SERVICES, OR ABOUT CUSTOMER'S ABILITY TO USE THE SUBSCRIPTION SERVICES. FURTHER, CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER IS SOLELY RESPONSIBLE FOR THE SCOPE, GOALS AND OVERALL DIRECTION OF ITS USE OF THE SUBSCRIPTION SERVICES, AS WELL AS THE IMPLEMENTATION OF ANY COURSE OF ACTION BASED ON ITS USE OF SUCH SUBSCRIPTION SERVICES.

- 11.3. DISCLAIMER OF WARRANTIES. Except as expressly and specifically provided in these Terms, Customer assumes sole responsibility for results obtained from the use of the Services, and for conclusions drawn from such use. IQGeo shall have no liability for any damage or loss caused by errors or omissions in any information, instructions or scripts provided to IQGeo by Customer in connection with the Subscription Services or any actions taken by IQGeo at the direction of Customer. WITH THE EXCEPTION OF ANY WARRANTIES EXPRESSLY PROVIDED IN THIS SECTION. IQGEO HEREBY DISCLAIMS, TO THE EXTENT PERMITTED BY LAW, ANY AND ALL WARRANTIES, REPRESENTATIONS, CONDITIONS AND OTHER TERMS, EXPRESS OR STATUTORY OR CONCERNING THESE TERMS, THE SERVICES, AND ANY OTHER GOODS SUPPLIED OR SERVICES PERFORMED UNDER THE ORDER FORM, INCLUDING BUT NOT LIMITED TO ANY IMPLIED TERMS AS TO MERCHANTABILITY OR QUALITY OR FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, IQGEO DOES NOT WARRANT THAT THE SUBSCRIPTION SERVICES (OR CUSTOMER'S USE THEREOF) WILL BE FREE FROM ERRORS OR THAT USE WILL BE UNINTERRUPTED OR THAT ANY SPECIFIC RESULTS WILL BE OBTAINED.
- 12. Limitation of Liability. This Section 12 sets out the entire liability of IQGeo (including any liability for the acts or omissions of its affiliates or Representatives) to Customer in respect of: (i) any breach of these Terms; (ii) any use made by Customer of the Services; and (iii) any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including negligence) arising under or in connection with these Terms.
  - 12.1. TOTAL LIABILITY. THE TOTAL LIABILITY OF IQGEO AND ITS AFFILIATES AND REPRESENTATIVES IN RELATION TO OR IN CONNECTION WITH ALL CLAIMS BY OR ON BEHALF OF CUSTOMER OF ANY KIND, WHETHER IN CONTRACT, UNDER THE WARRANTIES, INDEMNITY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR RELATING TO THESE TERMS SHALL NOT EXCEED THE SUBSCRIPTION SERVICE FEES ACTUALLY PAID BY CUSTOMER TO IQGEO

- PURSUANT TO THE ORDER FORM IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO ANY SUCH CLAIM.
- 12.2. NO CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR LOSS OF USE, LOSS OF DATA, INTERRUPTION OF BUSINESS, OR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, SPECULATIVE, PUNITIVE OR EXEMPLARY DAMAGES, COSTS, OR CLAIMS OF ANY NATURE WHATSOEVER (INCLUDING LOST PROFITS OR REVENUE), ARISING OUT OF OR RELATING TO THESE TERMS REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 12.3. Exclusions to Limits. Nothing in these Terms shall have the effect of limiting or excluding either the Customer's or IQGeo's liability for: (i) death or injury caused by its wilful misconduct (or that of its Representatives); (ii) fraudulent misrepresentation or for any other fraudulent act or omission; (iii) in the case of Customer, Customer's liability to pay the Fees; (iv) the case of Customer, any infringement of IQGeo's Intellectual Property Rights or the licenses and/or rights granted by IQGeo pursuant to these Terms; or (v) any other liability which may not lawfully be excluded or limited.

#### 13. Ownership of Intellectual Property.

- 13.1. Intellectual Property Rights. "Intellectual Property Rights" means all (i) patents, patent applications, patent disclosures and inventions (whether patentable or not), (ii) trademarks, service marks, trade dress, rights in trade names and business names, rights in logos, together with all of the goodwill associated therewith (collectively, "Marks"), (iii) copyrights and copyrightable works (including rights in computer software), mask works, rights in data and databases, (iv) rights in confidential information and trade secrets and know-how, and (v) all other intellectual property rights (in each case, whether or not any of these is registered and including applications for registration or right to apply for registration of any such thing) and all rights or forms of protection of a similar nature to any of those listed before which subsist anywhere in the world.
- 13.2. Ownership of the Services. The Subscription Services are licensed and not sold to Customer. All right, title and interest in and to: (i) the Subscription Services, Products, Documentation, Professional Services; (ii) all derivatives thereof or arising therefrom; (iii) all improvements, enhancements, modifications and developments thereto; and (iv) all deliverables or outputs resulting, arising or generated from Professional Services (including all Intellectual Property Rights therein or associated therewith) are and shall remain the exclusive property of IQGeo and/or its affiliates, and/or third party licensors, and these Terms in no way conveys any right or interest in the Subscription Services, Products, Documentation or Professional Services other than use in accordance with Section 2.3 and Section 6 of these Terms. Customer agrees not to take any action inconsistent with, or that would contest or impair the rights of IQGeo and/or its

licensors in or to the Subscription Services, Products, Documentation or Professional Services. Where Customer, acquires, by operation of law, title to Intellectual Property Rights that are inconsistent with the allocation of title set out in this Section, Customer hereby does and shall: (i) assign to IQGeo such Intellectual Property Rights and (ii) execute and deliver all such documents as may be necessary to perfect the assignment to enable IQGeo to enjoy the full benefits of ownership of the relevant Intellectual Property Rights. Further, the Marks identifying the Subscription Services are and shall remain the exclusive property of IQGeo, its affiliates or licensors.

- 13.3. <u>Customer Owned Intellectual Property.</u> All Customer Content that is hosted, stored or used by IQGeo in its performance under these Terms and all derivatives thereof belong to Customer and Customer shall retain all rights, title and interest therein (including all Intellectual Property Rights therein or associated therewith). Customer hereby grants to IQGeo a worldwide, non-exclusive license to access and use the materials, information or documentation provided by Customer and the Customer Content to the extent necessary to provide and improve the Services, including to identify, investigate, or resolve technical problems with the Services.
- 14. Indemnification Obligations. Each Party shall have the following indemnification obligations. "Claim" means any action, award, claim or other legal recourse, complaint, cost, debt, demand, expense, fine, liability, loss, outgoing, penalty or proceeding.
- 14.1. IQGeo's Obligations. Subject to Section 14.2 below, IQGeo shall indemnify, defend and hold harmless Customer, from and against any Claims brought against Customer by a third party that the Product licensed by IQGeo to Customer under these Terms infringes the Intellectual Property Rights (subsisting in the United States of America or Canada as applicable) of that third party and ("IP Claim"), except to the extent where the infringement arises out of or in connection with: (i) Customer's breach of these Terms; (ii) any Product which has been altered, modified, or revised by Customer or at the request or instruction of Customer (including by IQGeo); (iii) the configuration of the Product by IQGeo at the request or instruction of Customer and/or by anyone other than IQGeo; (iv) failure of Customer to implement any Product update or upgrade provided by IQGeo that would have prevented the IP Claim; (v) Third Party Software or Third Party Data Services; (vi) Customer's use of the Product other than in accordance with the Documentation or other unauthorized use of the Product; (vii) use by Customer (after receiving notice from IQGeo) of an outdated version of the Product that is no longer updated or upgraded by IQGeo, whether or not Customer possesses a valid license to use the same; and (viii) use of the Product in combination with any equipment, products or third party software, where IQGeo has not consented to such use in writing. Customer shall: (a) immediately notify IQGeo in writing of any IP Claim and give full control of the IP Claim and any defense, settlement or compromise of the IP Claim to IQGeo; (b) not make any admission of liability, agreement or compromise in relation to the IP Claim or otherwise prejudice IQGeo's defense of the IP Claim; and (c) on request of IQGeo, provide all assistance and take all necessary action as is reasonably necessary to assist IQGeo in its defense or settlement of the IP Claim. The

foregoing states Customer's sole remedy and IQGeo's exclusive liability in the event that Customer's use of the Product infringes the Intellectual Property Rights of a third party.

In the event that any Product licensed to Customer becomes or, in IQGeo's exclusive opinion, is likely to become, the subject of an IP Claim through no fault of Customer, IQGeo may at its option and own expense: (i) procure for Customer the right to continue to use the Product; (ii) make the Product non-infringing; (iii) terminate the license in relation to the Product and refund the Subscription Fees relating to that Product which have been pre-paid and which relate to the period after termination.

- 14.2. Customer's Indemnification Obligations. In the event an IP Claim is based upon any Customer actions described in Section 14.1(i)-(viii), Customer shall indemnify, defend and hold harmless IQGeo and its affiliates against any Claim made or brought against IQGeo or its affiliates by a third party alleging that the Product, infringes or misappropriates the Intellectual Property Rights of such third party or violates applicable law, and shall indemnify IQGeo and its affiliates for all Claims suffered or incurred by IQGeo, and for reasonable legal costs incurred by IQGeo in connection with any such Claim; provided that, IQGeo: (i) gives Customer sole control of the defense and settlement of the claim, provided that, Customer shall not settle any such Claim unless the settlement unconditionally releases IQGeo of all liability and in no way hinders IQGeo's ability to use, sell, and/or distribute the Product or is otherwise approved by IQGeo in writing (which IQGeo may grant or withhold in its absolute discretion and subject to such conditions as IQGeo may require) and (ii) provides Customer with all reasonable assistance, at Customer's expense. Further, Customer shall indemnify, defend and hold harmless IQGeo and its affiliates against any and all Claims related to or arising out of or related to Customer's: (a) improper use of the Subscription Services, including any non-compliance of these Terms by its Users; (b) Customer Content; and (c) breach or alleged breach of any obligation under these
- 15. Personal Data. To the extent that Customer uses the Subscription Services to collect or otherwise process information relating to an identified or identifiable natural person ("Personal Data"), including but not limited to, its Representatives and Users, Customer is solely responsible for and Customer undertakes to: (i) ensure that it has in place appropriate technical and organizational measures to protect against unauthorized or unlawful processing of such Personal Data and against accidental loss or destruction of, or damage to, such Personal Data; (ii) ensure that it has (and shall maintain throughout the Subscription Term) all necessary consents or notices in place and/or it has and will continue to have a recognized legal basis or legitimate ground, to collect or otherwise process such Personal Data throughout the Subscription Term; and (iii) to the extent that any Customer Personal Data may be subject to EU Data Protection Law, notify IQGeo in writing prior to transferring such Personal Data to IQGeo and, to the extent that IQGeo is a processor or subprocessor (as those terms are defined in the EU Data Protection Law) of Personal Data subject to EU Data Protection Law, the Parties will negotiate in good faith the appropriate terms and conditions of such processing. "EU Data Protection Law" means EU General Data Protection Regulation 2016/679 and applicable Member State laws implementing or supplementing EU General Data Protection Regulation

2016/679, as amended, replaced or superseded from time to time. Customer acknowledges that IQGeo shall not be responsible for any loss or exposure of data, including Personal Data, collected and processed by Customer.

16. Audit. Customer agrees that, at all times during the Subscription Term, it shall maintain current, accurate and complete books and records relating to its usage of the Subscription Services, including its use of the Products licensed as part of the Subscription Services. Within ten (10) business days of IQGeo's prior written request, Customer shall permit IQGeo to examine, inspect, audit and review (and where relevant, take copies of), and shall provide reasonable access to, any relevant premises, equipment, servers, systems, personnel, books and records for the purpose of auditing Customer's and its Users use of Subscription Services.

#### 17. Confidentiality.

- 17.1. <u>Definition</u>. "Confidential Information" means all confidential and proprietary information (whether in written, oral or electronic form) of the other Party, including but not limited to, trade secrets, know-how, inventions, techniques, processes, software programs and other IT related information, schematics, databases, business information, financial information, ideas, strategies, designs, products and product designs, sourcing information, unpublished information relating to the Intellectual Property Rights of either Party, and all communications between the Parties and other non-public information relating to the Parties' business.
- 17.2. Confidentiality Obligations. Each Party shall: (i) keep the other Party's Confidential Information confidential and take all reasonable care and steps to ensure that the other Party's Confidential Information to which it has access is not disclosed or distributed by its Representatives or otherwise in violation of these Terms (ii) not disclose the other Party's Confidential Information to any third party unless the disclosing Party consents in writing to the disclosure of such Confidential Information and the receiving Party requires that such third party enters into a confidentiality agreement on terms equivalent to those contained in this Section 17; and (iii) only use the other Party's Confidential Information disclosed to it only for the purposes of exercising or performing its rights and obligations under these Terms. Each Party may disclose the other Party's Confidential Information to its Representatives who "need to know," in order to perform their obligations pursuant to these Terms and/or to professional advisers for the purpose of obtaining professional advice, on the basis that it informs those Representatives of the confidential nature of the Confidential Information before it is disclosed and keeps a written record of those persons. Each Party shall be liable for the actions or omissions of its Representatives, in relation to the Confidential Information as if they were the actions or omissions of that Party. The Parties shall use all reasonable efforts in identifying and preventing any unauthorized use or disclosure of the other Party's Confidential Information. If a Party becomes aware or has reason to believe of a breach or intended breach of these Terms, it shall immediately advise the other Party and shall cooperate in seeking any appropriate remedy against any such action.

17.3. Exceptions. The obligations of confidentiality contained in this Section 17 shall not apply to any information to the extent which: (i) at the date of disclosure, is in the public domain or which subsequently enters the public domain other than by breach of this Section 17; (ii) is already known to the receiving Party prior to its disclosure by the disclosing Party, free of any obligation of confidentiality, as evidenced in writing; (iii) is obtained from a third party following execution of the Order Form, free from any obligation of confidentiality; or (iv) is independently developed by the receiving Party without any use of the other Party's Confidential Information; or (v) is required to be disclosed by law, provided that, the receiving Party shall, to the extent it is lawfully able, notify the disclosing Party of such required disclosure to afford the disclosing Party with reasonable opportunity to seek a protective order or other appropriate relief before the receiving Party's disclosure.

#### 18. Term and Termination.

18.1. Term. These Terms are effective as of the date last signed by a Party on the Order Form ("Effective Date") and all rights, duties, obligations and responsibilities of the Parties shall commence on the Effective Date unless otherwise provided in these Terms. These Terms shall remain in force for the initial term indicated on the Order Form (the "Initial Term") and, thereafter automatically renew for consecutive one (1) year periods (each being a "Renewal Term" and together with the Initial Term, the "Subscription Term") unless otherwise provided in the applicable Order Form.

#### 18.2. Termination.

- 18.2.1.An Order Form may be terminated by either Party upon at least ninety (90) days' prior written notice to the other Party, provided that, such termination shall only take effect on the day after the end of: (i) the Initial Term; or (ii) the applicable Renewal Term.
- 18.2.2.A Statement of Work for the provision Professional Services (and where no Subscription Services are indicated) shall terminate on the earlier of: (i) the date the Professional Services have been completed; or (ii) the termination of the Statement of Work in accordance with the termination provisions of this Section.
- 18.2.3. IQGeo may terminate an Order Form or Statement of Work immediately by serving written notice on Customer if Customer: (i) becomes insolvent or admits its inability to pay its debts generally as they become due; (ii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed or dismissed within sixty (60) days after filing; (iii) has a receiver, trustee, custodian, or other similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or assets which is not withdrawn within sixty (60) days; (iv) is dissolved or liquidated or takes corporate action for such purpose; or (v) makes a general assignment for the benefit of creditors
- 18.2.4. Either Party may terminate the Order Form or Statement of Work, effective upon written notice to the other Party (the "Defaulting Party"), if the Defaulting Party: (i) materially breaches these

Terms and such material breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach.

- 18.3. Effects of Termination. Upon expiration or earlier termination of the Order Form for any reason: (i) IQGeo shall cease to provide the applicable Services; (ii) Customer shall cease to use the Subscription Services, Products, Documentation and/or Professional Services as applicable and all rights and licenses granted by IQGeo to Customer pursuant to these Terms shall cease; (iii) Customer shall pay to IQGeo all outstanding Fees due at the date of such termination within fifteen (15) days of the date of such termination; (iv) if earlier termination is caused by IQGeo's material breach and failure to cure. IQGeo shall refund to Customer the prorated amount of any prepaid Subscription Fees; (v) where the Subscription Services are provided on a hosted basis, IQGeo shall (subject to payment of IQGeo's relevant standard charges) provide Customer with access to Customer Content for a period (subject to applicable law) up to seven (7) days from the date of termination or expiration of the Order Form; and (vi) at IQGeo's request, Customer shall return or destroy (at IQGeo's option) all Products (including all copies), Documentation, IQGeo Confidential Information and all other documents and information which Customer has in its possession or control which are the property of, or which were provided by, IQGeo.
- 18.4. <u>Survival</u>. The termination of the Order Form shall not affect any obligations or rights of either Party which have accrued prior to termination and shall not affect any provision which is expressly or by implication provided to commence or continue after such termination. Without prejudice to the provision of this Section 18.4, the rights and duties created by Sections 11 (Warranties), 12 (Limitation of Liability), 13 (Ownership of Intellectual Property), 14 (Indemnification Obligations), 17 (Confidentiality), 18.3 (Effects of Termination), 19 (Equitable Relief) and 21 (Miscellaneous) shall survive termination
- 19. Equitable Relief. The Parties acknowledge and agree that Customer's use or threatened use of the Services in a manner inconsistent with these Terms, or either Party's misuse or threatened misuse of Confidential Information will cause immediate irreparable harm to the other Party for which there is no adequate remedy of law. Accordingly, the Parties agree that the injured Party shall be entitled to immediate and permanent injunctive relief (without having to prove actual damages or post a bond) from a court of competent jurisdiction in the event of any such breach or violation, or threatened breach or violation.
- 20. Force Majeure. Neither Party will be liable or responsible to the other Party, or deemed to have defaulted or breached these Terms, for any failure or delay in performing their obligations under these Terms when and where to the extent the failure or delay is caused by an Event of Force Majeure, except for Customer's payment obligations to IQGeo. "Event of Force Majeure" means an event outside the reasonable control of either Party (without that Party's fault or negligence) including an Act of God, war, civil war, terrorist acts, lightning, fire or flood, epidemic or pandemic, excluding strikes or industrial action of the Party's own employees, agents or subcontractors, which directly causes either Party to be unable to comply with all or a material part of its obligations under these Terms.

#### 21. Miscellaneous.

- 21.1. <u>Publicity</u>. During the Subscription Term, IQGeo may list Customer on IQGeo's website to indicate Customer's relationship with IQGeo as a current customer and refer to Customer's status as a current customer to prospective customers of IQGeo.
- 21.2. Notices. All notices shall be in writing and shall be sent to the address or email address of the recipient set out on the Order Form. All notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in these Terms, a notice is effective only (i) upon receipt of the receiving Party, and (ii) if the party giving the notice has complied with the requirements of this Section.
- 21.3. <u>Assignment</u>. Customer shall not assign any of its rights or delegate any of its obligations under these Terms without the prior written consent of IQGeo. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Customer of any of its obligations under these Terms.
- 21.4. <u>Amendment and Modification</u>. These Terms may only be amended or modified in a writing stating specifically that it amends these Terms and is signed by an authorized representative of each Party.
- 21.5. Waiver. No delay or non-exercise of either Party in exercising any right or power pursuant to these Terms shall affect such right or power or be interpreted as a waiver of it. No single or partial exercise or non-exercise of any right or power shall in any circumstances affect any other or further exercise of the same right or power or the exercise of any other right or power.
- 21.6. Relationship of the Parties. The relationship between the Parties is that of independent contractors.
- 21.7. <u>Severability</u>. If any term or provision of these Terms is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of these Terms or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 21.8. No Third-Party Beneficiaries. These Terms are for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.
- 21.9. Governing Law; Venue. All matters arising out of or relating to these Terms are governed by and construed in accordance with the internal laws of the State of Colorado, USA without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction. Any legal suit, action, or proceeding arising out of or relating to these Terms shall be instituted in the federal courts of the United States or the courts of the State of Colorado, USA, in each case, located in the City and County of Denver, Colorado, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.
- 21.10. Entire Agreement. These Terms, together with the Order Form, all Schedules, Exhibits, Statements of Work, and any other documents incorporated herein by reference, constitutes the sole and entire agreement between the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous

understandings and agreements. In the event of any conflict or inconsistency, these Terms (inclusive of its Schedules) shall have precedence over any terms and conditions set out in the Order Form or any Statement of Work.

#### SCHEDULE 1 SUPPORT SERVICES

IQGeo will provide the following Support Services during the Subscription Term according to the standard support levels described below.

Unless otherwise separately contracted with IQGeo, all post-installation system administration tasks, including software installation, upgrade installation, hardware diagnostics, replacement and reconfiguration, custom enhancements, and support of any installation specific functionality, is the responsibility of Customer.

The IQGeo Help Desk is open Monday through Friday (excluding public holidays) via web portal or email, between the hours of 8 AM and 5 PM Mountain Time.

#### (a) First-Level Support and Maintenance

- Help-Desk services to open and track support cases;
- Basic guidance for using the Product;
- · Basic problem analysis and resolution;
- Use of problem-tracking tools for support case management;
- Provision of problem/case status; and
- Communication with expert second level support personnel when necessary.

#### (b) Second-Level Support and Maintenance

- Acceptance of qualified support cases reported by first-level support personnel;
- Expert guidance on Product installation, configuration, and trouble-shooting;
- Advanced problem analysis and resolution (second-level support personnel will engage directly with the end user as necessary);
- · Verification of Product version compatibility with regard to evolving versions of the operating system; and
- Provision of workarounds to avoid known defects.

#### (c) Third-Level Support and Maintenance

- Acceptance of qualified support cases reported by second-level support personnel;
- Provision of patches and minor version releases;
- Adaptation of the Product to new or modified operating system versions; and
- Product technical documentation

#### **SCHEDULE 2**

#### **HOSTING SERVICES**

Where Subscription Services are provided on a hosted basis as indicated in a Statement of Work, IQGeo will provide a Hosting Environment to the Customer: for the purposes of the foregoing, "Hosting Environment" means the hosting facilities and environment managed and/or utilized by or for IQGeo to provide the Subscription Services to Customer, including all software, servers, hardware, networks, equipment, tools, and telecommunications facilities and technology installed and/or used within such environment.

IQGeo shall provide Hosting Services to the Customer, which shall include the provision, management, and support of and the access to IQGeo's Hosting Environment and hosted Subscription Services, the storing of Customer Content and/or any processing, compiling or utilizing any of the Subscription Services or Hosting Environment.

Hosting Services provides the necessary IT infrastructure to facilitate the hosting of Customer applications within IQGeo data centers. This includes IT computing, storage and networking resources to deliver to the defined SLA's. IQGeo will provide rack space and power services as defined from one of its ISO27001 certified secure data centers. Hosting Service errors and failures will be addressed in accordance with this Schedule 2.

Hosting includes management and maintenance the following within the Data Center:

- Rack space & power supply;
- Environmental system management & controls (temperature & humidity);
- Physical access and security controls;
- Switching, if required;
- Emergency control systems; fire suppression and flood systems;

IQGeo will notify the Customer in writing of any planned & emergency maintenance scheduled by the date center provider that will impact the delivery of Hosting Services to the Customer in a timely manner, or as agreed. [See this Schedule 2.]

#### **CUSTOMER HOSTING RESPONSIBILITIES:**

- To ensure that any Customer owned equipment housed in the IQGeo data center by, or on behalf of the Customer conforms to the necessary safety regulations and marked appropriately.
- In respect of Customer owned equipment housed in the IQGeo data centers for the duration of the relevant Agreement that appropriate insurance policies with a reputable insurer are in place and that proof of insurance can be provided upon reasonable request.
- To ensure that all reasonable assistance and co-operation is provided in supporting IQGeo's provision of the Hosting Services, including all information that may reasonably be required.
- To be compliant with the data center security policy for access and all reasonable instructions and directions. IQGeo reserves the right to deny access to, or require the removal of, anyone whose conduct threatens the security of the data center, the equipment of Customer, or who otherwise fails to comply with the appropriate procedures.

At all times the hosted servers of IQGeo IT Systems must have adequate resources including memory, processor and disk which shall be reviewed jointly by the Customer and IQGeo at least quarterly. It is incumbent upon IQGeo to add resources where necessary to ensure reliability and continuity of such servers and the Hosting Services. When it does, the Customer accepts that IQGeo will charge for these additional resources according to its standard rates and invoice the Customer immediately these resources are added. In relation to disk, all servers must have no more than 80% utilized and 20% available. Disk will be added in minimum amounts of 500 GB at a time.

| Baldwin County Commission | IQGeo America            |
|---------------------------|--------------------------|
| Sign:                     | Sign:                    |
| Print Name:               | Print Name:              |
| Title:                    | Title:                   |
| Date:                     | Date:                    |
| Address:                  | Notices:                 |
|                           | 1670 Broadway Suite 2215 |
|                           | Denver, CO 80202-4814    |
| E-mail:                   | E-mail:                  |
|                           |                          |



### **Baldwin County Commission**

### **Agenda Action Form**

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 12/5/2022

Item Status: New

From: Huey Hoss Mack, Sheriff

Submitted by: Kimberly Kelly, BCSO Finance Manager

### **ITEM TITLE**

Baldwin County Sheriff's Office - Donation of Surplus Vehicle to Summerdale Fire Department

### STAFF RECOMMENDATION

Take the following actions:

1) Authorize the donation of the following vehicle from the Baldwin County Sheriff's Office (BCSO) to Summerdale Fire Department:

2012 Chevy Tahoe - VIN #1GNLC2E08CR249887

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

### **BACKGROUND INFORMATION**

**Background:** BCSO received a letter from Deputy Fire Chief Michael A. Aaron, Summerdale Fire Department, requesting the donation of a surplus vehicle to be used to provide fire and emergency services in Summerdale's jurisdiction.

Previous Commission action/date: 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?  $\ensuremath{\mathsf{N/A}}$ 

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**

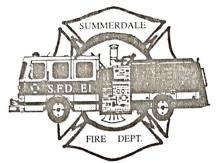
For time-sensitive follow up, select deadline date for follow up: N/A Individual(s) responsible for follow up:

- 1) Finance/ Accounting Staff contact Deputy Chief Michael Aaron with Summerdale Fire Department at 251-989-6723 to arrange any donation paperwork.
- 2) Forward signed Fixed Asset Change Form to Dana Austin for removal of vehicles from Baldwin County Commission Fixed Asset List

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

Deputy Chief Michael A. Aaron Summerdale Fire Department Post Office Box 148 Summerdale, Alabama 36580

Additional instructions/notes: N/A



Summerdale Fire Department P.O. Box 148 Summerdale, Alabama 36580 989-6723

November 17, 2022

To whom it may concern,

Summerdale Volunteer Fire Department is seeking your help, if possible, with a hand-me-down used police vehicle. Our fire department recently restructured and replaced members of the department and we are now actively working on building a better fire department that can meet the needs of the community and provide the best service possible to our customers and neighbors.

Our fire department just hired its first paid employee to help facilitate building a better fire department. I was hired on as the Deputy Fire Chief/Fire Marshal/Emergency Manager. All other members of the fire department are volunteer firefighters.

We are facing struggles with building a new fire station, replacing outdated fire engines and support vehicles that are truly needed to help provide fire & emergency services in our jurisdiction.

Due to our budget situation, we have no other options but to ask for help via donations or your willingness to accept a small fee for any help you might be able to do for us.

We hope that your spare 2012 Chevy Tahoe might be available for us?? Please let us know what we can do to try and obtain this vehicle for use as a quick response emergency vehicle. (If at all possible, if this vehicle has any sirens, lights, or other equipment still on it, this will help us out. We understand that we would have to remove any blue lights before this vehicle could be placed in service and we will handle these costs.)

Very Respectfully,

Michael A. Aaron Deputy Fire Chief

Summerdale Volunteer Fire Department

105 W. Broadway Street Summerdale, Alabama 36580

Cell: 251-213-9770

Email: deputyfirechief@summerdaleal.com

| Date of this report:                           | <del></del>   |
|--|---|
| Fixed Asset:                                   | Year: 2012  |
|  | Model: Chev Tahre   |
|  | S/N: 6NLCZEO8CRZ49887   |
|  | Tag #: 52583CO  |
|  | Mileage: 153,012  |
|  | Value: 44,92000   |
| Balamin County Sho                             | proval, the fixed asset above of the Office Department will be: |
| Transferred to:                                |   |
| Sold to:                                       |   |
| Stored at/for:                                 |   |
| Scrapped because:                              |   |
| Other: Summerdale File !                       | Department  |
| Department Head relinquishing Fixed asset item | Department Head accepting fixed asset item                      |
| APPROVED, Baldwin County Commission            | Date Approved   |



### **Baldwin County Commission**

### Agenda Action Form

File #: 23-0263, Version: 1 Item #: CJ2

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 12/5/2022

Item Status: New

From: Huey Hoss Mack, Sheriff

Submitted by: Kimberly Kelly, BCSO Finance Manager

### **ITEM TITLE**

Baldwin County Sheriff's Office - Sale of Surplus Vehicles to Bonifay Police Department

### STAFF RECOMMENDATION

Take the following actions:

1) Authorize the sale of the following three (3) vehicles from the Baldwin County Sheriff's Office to the Bonifay Police Department at 80 % of the asset's fair market value as stated in Policy #8.8.:

2012 Chevy Tahoe-VIN #1GNLC2E03CR252311

2012 Chevy Tahoe-VIN #1GNLC2E05CR250995

2012 Chevy Tahoe-VIN #1GNLC2E06CR248463; and

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

### **BACKGROUND INFORMATION**

**Background:** BCSO received a letter from Chief Chris Wells, Bonifay Police Department, requesting to purchase any surplus vehicles the BCSO would like to sell. Chief Wells visited the Baldwin County Sheriff's Office Vehicle Maintenance Facility and viewed the surplus vehicles he would like to purchase.

Previous Commission action/date: N/A

### FINANCIAL IMPACT

**Total cost of recommendation:** Revenue from the sale of the three (3) vehicles to be deposited into the Baldwin County Commission's General Fund

Budget line item(s) to be used: 100.61825

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:

- 1) Finance/Accounting staff to contact Chief Wells with the Bonifay Police Department to arrange sale and payment of vehicles.
- 2) Administration staff forward signed Fixed Asset Change Forms to Eva Cutsinger and Dana Austin for removal of items from the Baldwin County Commission Fixed Asset list.

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

Chief Chris Wells Bonifay Police Department 809 S. Waukesha Street Bonifay, Florida 32425

cc: Cian Harrison, Eva Cutsinger, Christie Bezoari, Dana Austin

Additional instructions/notes: N/A



## **Bonifay Police Department**

Chris Wells, Chief

October 25, 2022

Sheriff Huey Mack Baldwin County Sheriff's Office 310 Hand Avenue Bay Minette, AL 36507

Re: Surplus Fleet/Patrol Vehicles

Dear Sheriff Mack,

The Bonifay Police Department would like to make a formal request for surplus fleet/patrol vehicles that are no longer of use to your agency.

I would like to request to purchase four (4) Chevrolet Tahoe SUVs that are being removed from your agency's fleet. We currently have two (2) 2007 Ford Police Interceptors and three (3) 2009 Ford Police Interceptors that have well served their purpose, but are very costly to maintain. As you may or may not know, we are a small agency with limited funding as our city does not levy an ad valorem tax or any sales tax. Therefore, our budget is extremely limited and consists of proceeds from water, garbage and sewer services provided by the city.

Any assistance that you can provide with equipment would be greatly appreciated.

Sincerely,

Chris Wells Chief of Police

| Date of this report:                           |  |
|--|--|
| Fixed Asset:                                   | Year: 2012   |
|  | Model: Chev Tahre  |
|  | S/N: 16NLC2E03CR252311   |
|  | Tag #: 51611CO   |
|  | Mileage: 195,634   |
|  | Value: \$2,804 80  |
|  | peroval, the fixed asset above of the open the period of t |
| Transferred to:                                |  |
| sold to: Bonifay Police De                     | partment   |
| Stored at/for:                                 |  |
| Scrapped because:                              |  |
| Other:   | 7  |
| Department Head relinquishing Fixed asset item | Department Head accepting fixed asset item   |
| APPROVED, Baldwin County Commission            | Date Approved  |

| Date of this report: 11/17/2012                |   |
|--|---|
| Fixed Asset:                                   | Year: 2012  |
|  | Model: Chev Tahre   |
|  | S/N: JGNLCZEOSCR250995  |
|  | Tag #: 57580CO  |
|  | Mileage: 181,024  |
|  | Value: \$2,956  |
| -  | proval, the fixed asset above of the period |
| Transferred to:                                |   |
| sold to: Pornifay Price D                      | <u>epartment</u>  |
| Stored at/for:                                 | •   |
| Scrapped because:                              |   |
| Other:   |   |
| 2 the of                                       |   |
| Department Head relinquishing Fixed asset item | Department Head accepting fixed asset item  |
| APPROVED, Baldwin County Commission            | Date Approved   |

12-15

| Date of this report: 11 17 2022                | <u> </u>   |
|--|--|
| Fixed Asset:                                   | Year: 2012   |
|  | Model: Chev Tahre  |
|  | S/N: 16NLC2E06CR248463   |
|  | Tag #: 52582CO   |
|  | Mileage: 181,142   |
|  | Value: \$2,956   |
|  | proval, the fixed asset above of the Shinf Department will be: |
| Transferred to:                                |  |
| sold to: Parnifay Police De                    | epartment  |
| Stored at/for:                                 |  |
| Scrapped because:                              |  |
| Other:   |  |
| Department Head relinquishing Fixed asset item | Department Head accepting fixed asset item                     |
| APPROVED, Baldwin County Commission            | Date Approved  |



### **Baldwin County Commission**

### **Agenda Action Form**

File #: 23-0268, Version: 1 Item #: CJ3

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 12/5/2022

Item Status: New

From: Huey Hoss Mack, Sheriff

Submitted by: Kimberly Kelly, Finance Manager, BCSO

### **ITEM TITLE**

Baldwin County Sheriff's Office - Sale of Vehicles as Scrap Metal

### STAFF RECOMMENDATION

1) Authorize the sale of the following six (6) vehicles from the Baldwin County Sheriff's Office to Smith Scrap and Salvage, Inc. to be sold as scrap metal:

2019 Chevy Tahoe- VIN #1GNLCDEC0KR196235

2017 Chevy Tahoe- VIN #1GNLCDEC2HR174231

2017 Chevy Tahoe- VIN #1GNLCDEC6HR175902

2015 Chevy Tahoe -VIN #1GNLC2EC7FR562881

2015 Chevy Tahoe- VIN #1GNLC2ECXFR562955

2015 Chevy Tahoe- VIN #1GNLC2ECOFR562950; and

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

### **BACKGROUND INFORMATION**

**Background:** The Baldwin County Sheriff's Office currently has six (6) vehicles that were involved in single car accidents and are beyond repair. The Baldwin County Sheriff's Office would like to sell these vehicles as scrap metal.

Previous Commission action/date: N/A

### FINANCIAL IMPACT

**Total cost of recommendation:** Revenue from the sale of these vehicles will be deposited into the Baldwin County Commission General Fund.

Budget line item(s) to be used: 100.61825

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): Finance and Accounting Department - send signed titles for vehicles to Kimberly Kelly, BCSO via courier.

Sgt. Troy Bookout, BCSO - arrange the sale of vehicles to Smith Scrap and Salvage, Inc. and forward paperwork and check to Makayla Shiver in Finance/ Accounting via courier.

Administration - forward Fixed Asset Change Forms to Dana Austin for vehicles to be removed from Fixed Assets list.

#### Additional instructions/notes:

| Date of this report:                           | •  |
|--|--|
| Fixed Asset:                                   | Year: 2019                                 |
|  | Model: Chev Tahoe                          |
|  | SN: IGNLCDECOKRI96235                      |
|  | Tag #:                                     |
|  | Mileage:89, 989                            |
|  | Value:                                     |
| Subject to Commission                          | approval, the fixed asset above of the     |
| Baldwin Co Sheriffs                            | OFFICE Department will be:                 |
| Transferred to:                                |  |
| Sold to:                                       |  |
| Stored at/for:                                 |  |
| Scrapped because: Velocie Do                   | raident                                    |
| Other:   |  |
| Other: / Thus Mack                             |  |
| Department Head relinquishing Fixed asset item | Department Head accepting fixed asset item |
| APPROVED. Reldwin County Commiss               | sion Date Approved                         |

| Date of this report: \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\ | <del></del>                                |
|---|--|
| Fixed Asset:  | Year:                                      |
|   | Model: Mer Tanoc                           |
|   | SN: IGNLCDECQHRI7423                       |
|   | Tag #: 58017CO                             |
|   | Mileage: 52,752                            |
|   | _ Value:                                   |
| Subject to Commission ap                                  | oproval, the fixed asset above of the      |
| Baldwin Co Thenff   | 5 Office Department will be:               |
| Sold to: Stored at/for:                                   |  |
| Scrapped because: <u>vehicle acc</u>                      | ident                                      |
| Other: The Yack   |  |
| Department Head relinquishing Fixed asset item            | Department Head accepting fixed asset item |
| APPROVED Baldwin County Commission                        | Date Approved                              |

| Date of this report:                           |  |
|--|--|
| Fixed Asset:                                   | Year: <u>2017</u>                          |
|  | Model: Cher Tahoe                          |
|  | SN: IGNLCDECGHRI75902                      |
|  | _Tag #: <u>58023CO</u>                     |
|  | Mileage: 109,000                           |
|  | _ Value:                                   |
| Subject to Commission ap                       | oproval, the fixed asset above of the      |
| Baldwin Co Thenff's C                          | Department will be:                        |
| Transferred to:                                |  |
| Stored at/for:                                 |  |
| Scrapped because: Venicle acc                  | udent                                      |
| Other:   |  |
| They The Mark                                  |  |
| Department Head relinquishing Fixed asset item | Department Head accepting fixed asset item |
| APPROVED, Baldwin County Commission            | Date Approved                              |

| Date of this report:                           |  |
|--|--|
| Fixed Asset:                                   | Year: <u>805</u>                           |
|  |  |
|  | S/N: IGINLCAE C7FR562881                   |
|  | Tag #: 5577 6 CO                           |
|  | Mileage: 108,113                           |
|  | Value:                                     |
| Subject to Commission app                      | proval, the fixed asset above of the       |
| Baldwin Co Shenffs                             | Department will be:                        |
| Transferred to:                                |  |
| Stored at/for:                                 |  |
| Scrapped because: Venue acc                    |  |
| Other:   |  |
| They The Mark                                  |  |
| Department Head relinquishing Fixed asset item | Department Head accepting fixed asset item |
| APPROVED, Baldwin County Commission            | Date Approved                              |

| Date of this report:                           |  |
|--|--|
| Fixed Asset:                                   | Year: <u>8015</u>                          |
|  | Model: Cher Tahoe                          |
|  | SN: IGNLCAECX FR512955                     |
|  | Tag #: 55826 CO                            |
|  | Mileage: 134,908                           |
|  | Value:                                     |
| Subject to Commission app                      | proval, the fixed asset above of the       |
| Baldwin Co Then #5 C                           | Mcc Department will be:                    |
| Transferred to:  Sold to:  Stored at/for:      |  |
| Scrapped because: <u>Vehicle acai</u>          | dent                                       |
| Other: The Mark                                |  |
| Department Head relinquishing Fixed asset item | Department Head accepting fixed asset item |
| APPROVED. Baldwin County Commission            | Date Approved                              |

| Date of this report:                                  |  |
|---|--|
| Fixed Asset:  | Year:                                      |
|   | Model: Cher Tahre                          |
|   | SN: IGNLCAECOFR562950                      |
|   | Tag #: 55827CO                             |
|   | Mileage: 115,038                           |
|   |  |
| Subject to Commission ap                              | pproval, the fixed asset above of the      |
| Baldwin Co Thenses                                    | Office Department will be:                 |
| Transferred to:                                       |  |
| Stored at/for:  |  |
| Scrapped because: Venule acc                          | ident                                      |
| Other:  |  |
| Other:  They have fack  Department Head relinquishing |  |
| Department Head relinquishing Fixed asset item        | Department Head accepting fixed asset item |
| APPROVED, Baldwin County Commission                   | Date Approved                              |



### **Baldwin County Commission**

### **Agenda Action Form**

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 12/5/2022

Item Status: New

From: Zach Hood, EMA Director

Submitted by: Vernon Dandridge, Planning and Grants Division Manager

### **ITEM TITLE**

Fiscal Year 2022 State Homeland Security Grant Agreement with Alabama Law Enforcement Agency for Emergency Operation Center Upgrades

### STAFF RECOMMENDATION

Take the following actions:

- 1) Accept the State Homeland Security Grant Subgrant Award Agreement (2022-2LOC-FEO-224) with Alabama Law Enforcement Agency (ALEA) in the amount of \$40,484 to update communication and technology tools for the Emergency Management Agency's Emergency Operations Center (EOC) upstairs training room; and
- 2) Authorize the Chairman to execute the Agreement and any other grant related documents; and
- Authorize EMA Planning and Grants Division Manager to submit the Agreement electronically through the ALEA grants portal on behalf of the Baldwin County Commission.

### **BACKGROUND INFORMATION**

**Background:** On July 5, 2022 (Agenda Item BK1), the Baldwin County Commission approved the submittal of two applications for the State Homeland Security Grant Program with ALEA. Only one was approved.

As of November 1, 2022, ALEA has granted Baldwin County Emergency Management Agency's (EMA) funds for its Emergency Operations Center upstairs training room in the amount of \$40,484. Due to a typographical error, the amount is greater than originally requested.

The State Homeland Security Grant Program is a federally funded FEMA grant program focused on enhancing the ability to prevent, protect against, respond to, and recover from terrorist attacks. These grants do not require any local match; they are fully funded up to \$50,000.00.

**Previous Commission action/date:** July 5, 2022 - The BCC approved the submittal of two applications for the State Homeland Security Grant Program with ALEA. One for the Baldwin County Sheriff's Office (BCSO) in the amount of \$46,790.00 to acquire low-night vision goggles to improve low-light capabilities during tactical situations. The second application was for the Emergency

Management Agency in the amount of \$28,996.00 to update communication and technology tools for the upstairs training room of the Emergency Operations Center (EOC). Homeland Security Grant Applications for Fiscal Year 2022 and accompanying letters of support signed by the Chairman of the Baldwin County Commission were submitted by staff electronically prior to Commission approval due to time constraints and the submission deadline of July 2, 2022.

### FINANCIAL IMPACT

**Total cost of recommendation:** \$40,484 to be offset by grant funds.

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

If this is not a budgeted expenditure, does the recommendation create a need for funding? No. There is no local match for this grant.

### **LEGAL IMPACT**

Is legal review necessary for this staff recommendation and related documents?  $\ensuremath{\mathsf{N/A}}$ 

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:** EMA Planning and Grants Division Manager to submit the Agreement electronically through the ALEA grants portal on behalf of the Baldwin County Commission.

Administration Staff - notify parties listed below of execution of grant agreement.

Finance Staff - create the grant project string in the BCC financial accounting system Katrina Taylor, Grants Coordinator

EMA will purchase and monitor the use of grant equipment

Danon Smith, Emergency Management Officer/Records Manager

#### 

Vernon Dandridge, Planning and Grants Division Manager Michael Purner, Logistics Division Manager

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

**Additional instructions/notes:** Administration to place in tickler. EMA to provide all supporting documentation.



### **Alabama Law Enforcement Agency**

201 South Union Street, Suite 300 | P.O. Box 304115 | Montgomery, AL 36130-4115 | 334.676.6000 | www.alea.gov



**Kay Ivey**Governor

10/20/2022

Baldwin County Emergency Management Agency 23100 McAuliffe Drive Robertsdale, Alabama 36567

Dear James Ball,

Congratulations! On behalf of the Alabama Law Enforcement Agency (ALEA), your application for financial assistance submitted under the FY 2022 Homeland Security Grant Program has been approved in the amount of \$40,484.00. You are not required to match this award with any amount of non-Federal funds.

Before you request and receive any of the funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

É"Agreement Conditions (in Alabama Grants) É"Conditions Regarding Lobbying and Other Responsibility Matters (in Alabama Grants) É"FY 2022 Homeland Security Grant Program Notice of Funding Opportunity É"FEMA Preparedness Grants Manual

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

In order to establish acceptance of the award and its terms, you will be required to read and acknowledge all terms and conditions and digitally sign the agreement in Alabama Grants. If your application was sent back to you for modifications, those will have to be addressed and corrected prior to accepting your award.

If you have any questions or concerns, please send an email to <a href="mailtograntsadmin@alea.gov">grantsadmin@alea.gov</a> and the Grant Manager who is assigned to your region will contact you.

Sincerely,

Jay Moseley Homeland Security Advisor

### Agreement

### Alabama Law Enforcement Agency

Homeland Security Grant Program
Subgrant Award
The Alabama Law Enforcement Agency hereby awards to

| Baldwin County Emergency Management Agency (Subgrantee) Baldwin County Emergency Project Title: Award Amount: \$40,484.00   |                     |                 |   |                      | <b>20</b>      |
|---|---------------------|-----------------|---|----------------------|----------------|
|   | Communication       |                 |   | φ 10, 10 1.0         |                |
| Subgrant Number:  | 2022-2LO            |                 | Subgrantee Unique Entity dentifier Number:                | MMDHCQ2E82J5<br>2022 |                |
| Subrecipient(s):  |                     |                 | Fiscal Year:  |                      |                |
| Is the Award Amount of<br>Amount Requested?<br>Effective Date: E<br>Federal Award Number<br>CFDA Number:  | Begin: 1            | Ye:<br>1/1/2022 | s<br>End:   | No<br>10/31/2023     | M              |
| New EHP YES Required?   | NO NO               |                 | viously uploaded, and award<br>will need to be submitted. | d amount is differer | nt, then a new |
| Notice of Award: Agreement Conditions   | [×]                 | Av              | vard Date:  | 10/20/2022           |                |
| [X] Conditions Regarding Lo   |                     |                 | gree to the terms and conditi<br>ters                     | ons hyperlinked ab   | ove.*          |
| [X] Nationwide Cybersecu  |                     |                 | gree to the terms and conditi<br>etween Oct. 1 - Feb. 28) | ons hyperlinked ab   | ove.*          |
| By checking this box, I acknowlegde that I am required to complete this survey in compliance with the FEMA requirement by uploading a screen shot of the completed survey below.*  NCSR Cybersecurity Review.pdf  |                     |                 |   |                      |                |
| Signatures  |                     |                 |   |                      |                |
| Certification by Officia  | I Authorized to Sig | jn              |   |                      |                |
|   |                     |                 |   |                      |                |
| I certify that I understand and agree to comply with the general and fiscal provisions of this cooperative agreement including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal, state and Local laws that apply; that all information presented is correct that there has been appropriate coordination with affected agencies; that i am dually authorized to perform the tasks of the Authorized Official to sign as they relate to the requirements of this cooperative agreement; that costs incurred prior to award approval may result in the expenditures being absorbed by the sub grantee; and, that the receipt of these funds will not supplant state or local funds.  Official Authorized: |                     |                 |   |                      |                |
| State Homeland<br>Security Advisor:   |                     |                 |   |                      |                |

### Alabama Law Enforcement Agency

# Homeland Security Grant Program Subgrant Award

The Alabama Law Enforcement Agency hereby awards to

### **Baldwin County Emergency Management Agency (Subrecipient)**

the amount of

\$40,484.00

for the period of

### 11-01-2022 through 10-31-2023

Subgrant Number: 2022-2LOC-FEO-224

Subrecipient Unique Entity Identifier Number (UEI): MMDHCQ2E82J5

County: Baldwin County

Federal Award Identification Number (FAIN):

Federal Awarding Agency:

**CFDA Number:** 

### COOPERATIVE AGREEMENT FEMA PREPAREDNESS GRANT TERMS AND CONDITIONS

- 1. Applicable Federal Regulations and Guidance: The Subrecipient, as defined in 2 C.F.R. § 200.1, must comply with the Code of Federal Regulations (C.F.R.), as applicable: 2 C.F.R. Chapter I, and Chapter II, §§ 200, 215, 220, 225, and 230. The Subrecipient agrees to use allocated funds only as approved; to comply with the terms conditions and guidelines, as stated within this agreement; to request reimbursement only for expenditures made in accordance with the "Approved Budget Detail Worksheet." Any modification to the Approved Budget Detail Worksheet must be requested in writing by the Subrecipient and must be approved by the Program Manager, as designated by ALEA, prior to the execution of that modification.
- 2. <u>Allowable Costs</u>: The allowance of costs incurred under any grant shall be determined in accordance with the general principles of allowance and standards for selected costs set forth in the applicable C.F.R. referenced above. Subrecipient must follow federal, state, and local procurement guidance and regulations as standards for purchasing or acquiring equipment and services.
- 3. Audit Requirements: The Subrecipient must follow the Audit requirements identified in the Office of Management and Budget Uniform Administrative Requirements, 2 C.F.R. § 200, Subpart F Audit Requirements. Further, records with respect to all matters covered by this award shall be made available for audit and inspection by the Alabama Law Enforcement Agency (ALEA) and/or any of its duly authorized representatives. If required, the audit report must specifically state that the report was done in compliance with 2 C.F.R. § 200, Subpart F Audit Requirements. If a compliance audit is not required, a written certification must be provided at the end of each audit period stating that the Subrecipient has not expended the amount of federal funds that would require a compliance audit. The Subrecipient agrees to accept these requirements.
- 4. Non-Supplanting Agreement: The Subrecipient understands and hereby certifies that federal funds made available under this award will not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources. Applicants or Recipients may be required to demonstrate that a reduction in nonfederal resources occurred for reasons other than the receipt of federal funds. The Subrecipient will be expected to demonstrate how these funds will be used to supplement, but not supplant, state or local funds for the same purpose. Federal funds must supplement State and local funds, not supplant them.
- 5. <u>Project Implementation</u>: If a project is not operational within 90 days of the original starting date the Subrecipient must state in the quarterly progress report to ALEA the steps taken to initiate the project, the reasons for the delay, and the expected starting date or operational date.
- 6. Written Approval of Changes: Any change to this award must be mutually agreed upon and approved in writing by ALEA, prior to implementation or obligation, and shall be incorporated in written amendments to this award. This procedure for changes to the approved award is not limited to budgetary changes, but also includes changes of substance in project activities and changes in the project director or key professional personnel identified in the approved application.
- 7. <u>Individual Consultants</u>: Billings/Invoices for individual consultants/contractors must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and the total cost of services performed. Individual consultant costs must be within the prevailing rates.
- 8. <u>Bidding Requirements</u>: The Subrecipient must comply with proper competitive bidding procedures as required by 2 C.F.R. § 200, Subpart D, as applicable, applicable provisions of the Code of Alabama 1975, and applicable municipal ordinances, rules, or regulations. Failure to follow the Federal, State, and local required bidding procedures will result in purchases being ineligible for reimbursement with federal funds.

- 9. Personnel and Travel Costs: The Federal Emergency Management Agency (FEMA)/Department of Homeland Security (DHS) Notice of Funding Opportunity is the source document for all Homeland Security Grant Program related financial matters, including personnel and travel costs. The Subrecipient must comply with the provisions in this guide. This guide is available online and upon request. Personnel and travel costs must comply with local, State and Federal policies and procedures, and policies must be applied uniformly to travel costs. Travel costs must not exceed the rate set by State regulation and, at no time, may the travel and lodging rates exceed the federal rates established by the U.S. General Services Administration (GSA). Also note that the FEMA/DHS Notice of Funding Opportunity provides a listing of unauthorized expenses. Be advised that tips while on travel are not allowable and food/beverage expenses are restricted.
- 10. <u>Terms of Grant Period</u>: Funds may not be obligated prior to the effective date of the grant. The final request for payment must be submitted no later than fifteen (15) calendar days after the end of the grant period. Obligations of funds dated after the expiration of the grant period are not eligible for reimbursement.
- 11. <u>Utilization and Payment of Funds</u>: Funds awarded are to be expended only for purposes and activities included in the approved project plan and budget. Items submitted for reimbursement must be documented in the Approved Budget Detail Worksheet in order to be eligible for reimbursement. Claims for reimbursement must be submitted no more frequently than once a month and no less than once a quarter. Claims failing to meet the requirements listed in this subsection are subject to nonpayment.
- 12. Recording and Documentation of Receipts and Expenditures: The Subrecipient accounting procedures must provide for accurate and timely recording of receipt of funds by source, expenditures made from such source funds, and unexpended balances by source. These records must contain information pertaining to awards, obligations, unobligated balances, assets, liabilities, expenditures, and program income. Controls must be established which are adequate to ensure that expenditures charged to the award are for allowable purposes. Equipment purchases may only include items included in the FEMA Authorized Equipment List (AEL). Additionally, effective control and accountability must be maintained for all award funds, real property, and other assets. Accounting records must be supported by source documentation such as cancelled checks, paid bills, payroll documentation, time and attendance records, contract documents, award documents, etc.
- 13. <u>Financial Responsibility</u>: The financial responsibility of the Subrecipient must be such that the Subrecipient can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems shall meet the following minimum criteria:
- 14. Property Management Requirements:
  - Effective control and accountability must be maintained for all award-purchased property. The Subrecipient must adequately safeguard all such property and must assure that it is used solely for authorized purposes. The Subrecipient will ensure proper use, maintenance, protection, and preservation of such property.
  - All equipment acquired under a Federal award will be stored on public property. Title to nonexpendable property acquired in whole or in part with award funds shall be vested with the Sub-Recipient.
  - b. The federal procedures for managing equipment will be the responsibility of the Subrecipient. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, at a minimum, meet the following requirements:
    - (1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

- (2) A physical inventory of the property must be taken and the results reconciled with property records at least once every two years.
- (3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
- (4) Adequate maintenance procedures must be developed to keep the property in good condition.
- (5) If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.
- c. Disposition: In accordance with 2CFR §200.313: Equipment shall be used in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by Federal funds. Property may be retained by the Sub-Grantee agency and signed out to other NIMS compliant agencies on an as-needed basis, or property may be signed over to another NIMS complaint agency permanently. Property will only be transferred for disposal if it is certified as no longer serviceable and coordinated in advance with ALEA. Theft, destruction, or loss of property shall be reported to ALEA immediately.
- d. Vehicles: The AEL, section 12 (Vehicles) indicates that special-purpose vehicles may be purchased and used <u>only</u> for the transport of CBRNE terrorism response equipment and personnel to the incident site. <u>These vehicles may not be used for routine administration or daily operations</u>. The mileage for all vehicles purchased with Homeland Security Grant Program (HSGP) funds will be checked during periodic monitoring visits. Licensing, registration, insurance and other fees are the responsibility of the jurisdiction and are not allowable under this grant. In addition, general purpose vehicles (patrol cars, executive transportation, etc.), fire apparatus and non-CBRNE tactical/armored assault vehicles are not allowable.
- e. Equipment Marking: The Sub-Recipient agree that, when practicable, any equipment purchased with HSGP funds shall be prominently marked as follows: Purchased with funds provided by the U.S. Department of Homeland Security. Decals displaying the ALEA logo and the above phrasing may be obtained by contacting ALEA.
- 15. <u>Performance</u>: ALEA may terminate funding or discontinue fund payments upon finding a substantial failure to comply with the laws or regulations governing these funds, including award conditions or other obligations established by ALEA. In the event the Subrecipient has received an award from ALEA but fails to perform the requirements described herein, the full amount of the award made shall be reimbursed to ALEA; however, if the requirements described herein are partially performed, then a proportional reimbursement shall be made to ALEA.
- 16. <u>De-obligation of Funds</u>: All expenditures of award funds must be completed, and the award closed out within thirty (30) calendar days of the end of the award period. Failure to close out the award in a timely manner will result in an automatic de-obligation of the remaining award funds by ALEA.
- 17. Americans with Disabilities Act of 1990 (ADA): The Subrecipient must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified, as amended, at 42 U.S.C. §§ 12101- 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
- 18. Compliance with Section 504 of the Rehabilitation Act of 1973 (Handicapped): All recipients of Federal funds must comply with Section 504 of the Rehabilitation Act of 1973. Therefore, the Federal funds recipient pursuant to the requirements of the Rehabilitation Act of 1973 hereby gives assurance that no otherwise qualified handicapped person shall, solely by reason of handicap, be excluded from the participation in, be denied the benefits of or be subject to discrimination, including discrimination in employment, in any program or activity that receives or benefits from Federal financial assistance. The recipient agrees it will ensure that requirements of the Rehabilitation Act of 1973 shall be included in the agreements with and be binding on all its subrecipients, contractors, subcontractors, assignees or successors.

- 19. <u>Utilization of Minority Businesses</u>: Subrecipients and Equipment Recipients are encouraged to utilize qualified minority firms where cost and performance of major contract work will not conflict with funding or time schedules.
- 20. <u>Political Activity</u>: None of the funds, materials, property, or services provided directly or indirectly under this agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise in violation of the provisions of the "Hatch Act."
- 21. <u>Debarment Certification</u>: With the signing of the cooperative agreement, the Subrecipient agrees to comply with Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -Lower Tier Covered Transactions" form. The Subrecipient agrees to be registered and active without any exclusions within the federal database, the System for Award Management (SAM), as outlined in the FEMA/DHS Notice of Funding Opportunity Guide.
- 22. <u>Drug-Free Workplace Certification</u>: This Certification is required by the Federal Drug-Free Workplace Act of 1988. The federal regulations, published in the January 31, 1989, Federal Register, require certification by state agency recipients that they will maintain a drug-free workplace. Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the *Drug Free Workplace Act of 1988* (41 U.S.C. §§ 8101-8106). The certification is a material representation of fact upon which reliance will be placed when ALEA determines to award the funds. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of the award, or government-wide suspension or debarment.
- 23. <u>Closed-Captioning of Public Service Announcements</u>: Any television public service announcement that is produced or funded in whole or in part by any agency or instrumentality of the federal government shall include closed captioning of the verbal content of such announcement.
- 24. <u>Fiscal Regulations</u>: The fiscal administration of awards shall be subject to such further rules, regulations and policies concerning accounting and records, payment of funds, cost allowability, submission of financial reports, etc., as may be prescribed by ALEA guidelines or "Special Conditions" placed on the award.
- 25. <u>Compliance Agreement</u>: The Subrecipient agree to abide by all Terms and Conditions including "Special Conditions" placed upon the award by ALEA. Failure to comply could result in a "Stop Payment" being placed on the awad.
- 26. <u>Leasing of Space</u>: Requests to lease space for any purpose must be coordinated in advance with ALEA and documented in the Approved Budget Detail Worksheets. Specific provisions are provided below:
  - a. Equipment Storage: Rental or leasing of space for newly acquired, allowable equipment items is permitted. Funds may be used to cover only the portion of the rental/lease period that occurs during the award project period. Supplanting of previously planned or budgeted activities is strictly prohibited.
  - Exercises: Rental or leasing of space for design, development, conduct and evaluation of exercises is permitted. This includes the costs related to the rental of space/locations for both exercise planning and conduct.
- 27. <u>Suspension or Termination of Funding</u>: ALEA may suspend, in whole or in part, and/or terminate funding for or impose other sanctions on a Subrecipient or Equipment Recipient for any of the following reasons:
  - a. Failure to comply substantially with the requirements or statutory objectives of the 2 C.F.R. 200, Subpart F, or other provisions of Federal Law.
  - b. Failure to adhere to the requirements, standard conditions or special conditions of this award, including property accountability and vehicle usage.

- c. Proposing or implementing substantial program changes to the extent that, if originally submitted, the agreement would not have been issued.
- d. Failure to submit reports on a semi-annual basis and as otherwise required.
- e. Filing a false certification, other report or document.
- f. Other good cause shown.
- 28. <u>National Incident Management System (NIMS)</u>: The SAA meet the NIMS compliance requirements in order to receive Homeland Security Grant Program funding. The jurisdictions and agencies that have complied with NIMS requirements by the annual deadline are also eligible to receive Homeland Security Grant Program funding.
  - a. The Subrecipient of Homeland Security Grant Program funding (i.e., those that met the NIMS compliance requirements) may only allocate Homeland Security Grant Program funding for those cities, towns, and agencies that also met the annual NIMS requirements. The listing of NIMS compliant jurisdictions and agencies will be documented, maintained, and distributed by the NIMS point of contact at AEMA.
  - b. If any Subrecipient allocates Homeland Security Grant Program funding for a city, town or agency that is <u>not</u> NIMS compliant, the reimbursement claim will not be processed by ALEA and the claim will be returned without action.
- 29. <u>Alabama Mutual Aid System (AMAS)Agreement</u>: When funding is provided for AMAS related activities, the Subrecipient agrees to remain a party to the AMAS Agreement.
- 30. <u>Budget Detail Worksheet (BDW)</u>: The Subrecipient will submit a BDW to ALEA. The Subrecipient must receive ALEA's written approval of the BDW prior to obligating funds, making commitments, or purchasing any of the requested items. The Subrecipient's BDW will provide a complete and detailed description of the items to be purchased (equipment, training, and exercises) and a valid estimate of the actual quantities and costs for the items. The BDW may only list items allowed in accordance with the FEMA/DHS Homeland Security Grant Program guidance. Any equipment requested must also be listed on the current version of the FEMA AEL. Additionally, a revised BDW must be submitted for any addition or deletion of items from the original. If additions, deletions, or changes in cost total \$1,000.00 or more, submission of project revision and BDW is required to be submitted to ALEA for written approval. Electronic copies of BDW must be submitted within 60 days of receipt of this award. Submission of the electronic BDW is required.
- 31. Exercises: All exercises conducted with Homeland Security Grant Program funding must be executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP), must be aligned with NIMS, the State Threat Hazard Identification and Risk Assessment (THIRA), and the priorities and capabilities identified in the Multi-year Training and Exercise Plan. The Alabama Emergency Management Agency (AEMA) serves as the single point of contact (POC) for Homeland Security and Emergency Management related exercises within the state. All exercises must be coordinated in advance with the designated AEMA exercise point of contact in advance of the exercise planning cycle. The AEMA POC must be kept informed during each step of the exercise process. In accordance with HSGP guidance, award recipients must ensure that an After-Action Report and Improvement Plan are prepared for each exercise conducted with US DHS/FEMA support (grant funds and direct support). The two reports must be coordinated with the AEMA exercise POC and submitted with reimbursement requests.
- 32. Overtime and Backfill: Subrecipient must read and comply with the funding restrictions provided in Homeland Security Grant Program guidance. A summary of the funding restrictions pertaining to overtime is provided below. Overtime will not typically be authorized with the exception of Operation Stonegarden, and all requests for overtime must be coordinated in advance and approved by ALEA.

- 33. Construction and Renovation: The use of HSGP funds for construction and renovation is generally prohibited unless it is a necessary component of a security system at a designated critical infrastructure facility or unless it involves erection of communications towers included in the interoperable communications plan. Construction and renovation projects must be coordinated in advance with ALEA and documented/approved in budget detail worksheets. Additionally, the Subrecipient must provide ALEA, the SAA, appropriate documentation required by HSGP guidance (for submission to FEMA) prior to any draw down of funds. Subrecipient must also refer to and comply with FEMA information bulletin #329, Environmental Planning and Historic Preservation (EHP) Requirements for Grants. Projects which are initiated or completed before an EHP review has been approved, where HSGP funds are to be used, will not be eligible for funding.
- 34. Reporting Requirement: The Subrecipient agrees to submit Quarterly Reporting to ALEA, fifteen (15) days after the end of each quarter. The Subrecipient agrees to submit a Final Report thirty days (30) after the grant end date.
- 35. <u>Civil Rights Act of 1964-Title VI:</u> All Subrecipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (42 U.S.C. § 2000d et seq.), which prohibits discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services.
- 36. <u>Universal Identifier and System of Award Management:</u> Subrecipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.
- 37. <u>SAFECOM</u>: Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
- 38. National Environmental Policy Act: Recipients must comply with the requirements of the National Environmental Policy Act of 1969 (NEPA), Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.
- 39. <u>Acknowledgement of Federal Funding from DHS:</u> Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.
- 40. <u>USA PATRIOT Act of 2001:</u> Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), Pub. L. No. 107-56, which amends 18 U.S.C. §§ 175-175c.
- 41. Age Discrimination Act of 1975: Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
- 42. <u>Civil Rights Act of 1964 Title VI:</u> Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

- 43. Applicability of DHS Standard Terms and Conditions to Tribes: The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.
- 44. <u>Notice of Funding Opportunity Requirements:</u> All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.
- 45. <u>Trafficking Victims Protection Act of 2000 (TVPA):</u> Recipients must comply with the requirements of the governmentwide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.
- 46. Acceptance of Post Award Changes: In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.
- 47. <u>Federal Leadership on Reducing Text Messaging while Driving:</u> Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in Exec.Order No. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.
- 48. Environmental Planning and Historic Preservation (EHP) Review: DHS/FEMA funded activities that may require an EHP review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act: National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and Executive Orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website at: https://www.fema.gov/media-library/assets/documents/90195. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive order, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.
- 49. <a href="DHS Specific Acknowledgements">DHS Specific Acknowledgements and Assurances:</a> All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.
  - a. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
  - b. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

- c. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- d. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
- e. Recipients of federal financial assistance from DHS must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award or, for State Administrative Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. After the initial submission for the first award under which this term applies, recipients are required to provide this information once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <a href="https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool">https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool</a>. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.
- 50. Best Practices for Collection and Use of Personally Identifiable Information: Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance at http://www.dhs.gov/xlibrary/assets/privacy/privacy\_pia\_guidance\_june2010.pdf and Privacy Template at https://www.dhs.gov/sites/default/files/publications/privacy\_pia\_template 2017.pdf as useful resources respectively.
- 51. Civil Rights Act of 1968: Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)
- 52. <u>Debarment and Suspension:</u> Recipients are subject to the non-procurement debarment and suspension regulations implementing Exec. Orders Nos. 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.
- 53. <u>Activities Conducted Abroad:</u> Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
- 54. Energy Policy and Conservation Act: Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

- 55. Procurement of Recovered Materials: States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
- 56. Homeland Security Grant Program Performance Goal: In addition to the Biannual Strategy Implementation Report (BSIR) submission requirements outlined in the Preparedness Grants Manual, recipients must demonstrate how the grant-funded project addressed the core capability gap associated with this project and identified in the Threat and Hazard Identification and Risk Analysis (THIRA) or Stakeholder Preparedness Review (SPR) or sustains existing capabilities as applicable. The capability gap reduction must be addressed in the Project Description of the BSIR for each project.
- 57. <u>Terrorist Financing:</u> Recipients must comply with Exec. Order No. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.
- 58. Prior Approval for Modification of Approved Budget: Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. § 200.308. FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. § 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities.
  - Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.
- 59. Hotel and Motel Fire Safety Act of 1990: In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, (codified as amended at 15 U.S.C. § 2225.)
- 60. <u>Duplication of Benefits:</u> Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.
- 61. Fly America Act of 1974: Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

- 62. Reporting of Matters Related to Recipient Integrity and Performance: If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.
- 63. <u>Lobbying Prohibitions:</u> Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.
- 64. <u>False Claims Act and Program Fraud Civil Remedies:</u> Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729-3733, which prohibit the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)
- 65. <u>Federal Debt Status:</u> All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)
- 66. Nondiscrimination in Matters Pertaining to Faith-Based Organizations: It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.
- 67. <u>Disposition of Equipment Acquired Under the Federal Award:</u> When original or replacement equipment acquired under this award by the recipient or its subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.
- 68. Education Amendments of 1972 (Equal Opportunity in Education Act) Title IX: Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at C.F.R. Part 17 and 44 C.F.R. Part 19.
- 69. <u>Copyright:</u> Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.
- 70. Reporting Subawards and Executive Compensation: Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.
- 71. <u>Use of DHS Seal, Logo and Flags:</u> Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
- 72. Whistleblower Protection Act: Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

- 73. Assurances, Administrative Requirements, Cost Principles, Representations and Certifications: DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances Non-Construction Programs, or OMB Standard Form 424D Assurances Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at 2 C.F.R. Part 200 and 2 C.F.R. Part 3002.
  - By accepting this agreement, the recipient and its executives, as defined in 2 C.F.R. § 170.315, certify that the recipient's policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.
- 74. Patents and Intellectual Property Rights: Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

# CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Subrecipients should refer to the regulations cited below to determine the certification to which they are required to attest. Subrecipients should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under the applicable CFR covering New Restrictions on Lobbying, Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants). The certifications shall be treated as a material representation of fact upon which reliance will be placed when the State Funding Agency (ALEA) determines to award the covered transaction, grant or cooperative agreement.

## 1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented by the applicable CFR, for persons entering into a grant or cooperative agreement over \$100,000, as defined by the applicable CFR, the applicant certifies that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -- LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub- recipients shall certify and disclose accordingly.

# 2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (SUB-RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented under the applicable CFR, for prospective participants in primary covered transactions, as defined in the applicable 2CFR Part 180 --

- A. The applicant certifies that it and its principals:
  - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (3) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A (2) of this certification; and

- (4) Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default; and
- B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.



# **Baldwin County Commission**

# **Agenda Action Form**

File #: 23-0286, Version: 1 Item #: CK2

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 12/5/2022

Item Status: New

From: Zachary Hood, EMA Director

Submitted by: Vernon Dandridge, EMA Planning and Grants Division Manager

# **ITEM TITLE**

Memorandum of Agreement with the Baldwin County Fire Chiefs' Association

# STAFF RECOMMENDATION

Approve the Memorandum of Agreement between the Baldwin County Commission, through the Baldwin County EMA, and the Baldwin County Fire Chiefs' Association (BCFCA), to allow the BCFCA to utilize the physical mailing address of the Baldwin County Emergency Operations Center to receive correspondence.

This Memorandum of Agreement will commence December 5, 2022, and expire December 5, 2025.

# **BACKGROUND INFORMATION**

**Background:** The Baldwin County Fire Chiefs' Association has requested the use of physical mailing address of the Baldwin County EMA for the purpose of receiving mail and correspondence. The BCFCA has no permanent address since the presidency changes annually. To provide for a permanent mailing address, the BCFCA has requested to utilize the physical mailing address of the Baldwin County EMA to receive mail. Mail will be collected by the BCFCA per the MOA and will not interfere or burden the EOC facility or staff.

**Previous Commission action/date:** February 19, 2019 - The BCC consented to allow the BCFCA to use the Emergency Management Agency (EMA) physical mailing address (File ID 19-0719). The agreement ended February 19, 2022.

## 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?  $\ensuremath{\mathsf{N/A}}$ 

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 EMA

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

- 1. Obtain Chairman's signature on the original agreement.
- 2. Retain original for file
- 3. Email one copy of the signed agreement to EMA
  - a. bcema@baldwincountyal.gov
- 4. Send copy of signed agreement to

Chief Raymond Lovell

**BCFCA President** 

23100 McAuliffe Drive

Robertsdale, Alabama 36567

Additional instructions/notes: N/A

#### MEMORANDUM OF AGREEMENT

#### BETWEEN

#### THE BALDWIN COUNTY COMMISSON

## AND

# THE BALDWIN COUNTY FIRE CHIEF'S ASSOCIATION

WHEREAS, this Memorandum of Agreement (the "Agreement") is entered into by and between the Baldwin County Commission (the "County") and the Baldwin County Fire Chief's Association (the "Fire Chief's Association"). This Agreement is to establish procedures whereby the Fire Chief's Association will establish a mailing address utilizing the mailing address of the Baldwin County Emergency Management Agency (the "EMA").

#### WITNESSETH:

**NOW, THEREFORE,** for and in consideration of the mutual promises and covenants herein contained, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

- 1. The County shall do the following:
  - a. The County will provide the Fire Chief's Association with the use of the physical mailing address of the Baldwin County Emergency Management Agency for the purpose of receiving official mail.
  - b. The County will provide the Fire Chief's Association with access to a mailbox whereby mail can be retrieved during normal EMA business hours.
  - c. The County will notify the Fire Chief's Association President by electronic mail or telephone call of a delivery attempt of certified mail or other mail where a signature is required. The EMA will not accept mail that requires a signature.
  - d. The County will notify the Fire Chief's Association Chief Association President by electronic mail or telephone call of bulk mail or package delivery.
- 2. The Fire Chief's Association shall do the following:
  - a. The Fire Chief's Association agrees to pick up its mail at least twice per month during regular EMA Business hours.
  - b. Indemnity and Hold Harmless. To the fullest extent allowed by law, the Fire Chief's Association shall indemnify, defend, and hold Baldwin County, its Commissioners, officers, directors, agents, employees, and representatives (collectively referred to in this Section as the "County") harmless from and against any and all claims, demands, liabilities, damages, losses, judgements, costs, and expenses including, without limitation, attorney's 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 Baldwin County, as a result of any entry upon County property or activity conducted by, or any act or omission of, the Fire Chief's Association or any Fire Chief's Association representative, employee, agent, or subcontractor arising out of the services provided pursuant or related to this Agreement. This indemnity and hold harmless obligation shall survive the expiration or termination of this Agreement.

- 3. This Agreement shall be for a term of three years, unless otherwise terminated by the parties as set forth herein. Any party may cancel or terminate this Agreement by giving thirty (30) days written notice of such termination to the other party.
- 4. Amendments to this Agreement must be in writing and signed by both parties.
- 5. 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.

| BALDWIN COUNTY COMMISSION:                              |  |
|---|--|
| BY:CHARLES F. GRUBER CHAIRMAN                           | DATE:  |
| ATTEST:   |  |
| BY: RONALD J. CINK BUDGET DIRECTOR/COUNTY ADMINISTRATOR | DATE:  |
| BALDWIN FIRE CHIEF'S ASSOCIATION:  BY:                  | DATE: 11/22/2022   |
| STATE OF ALABAMA<br>COUNTY OF BALDWIN                   |  |
| I,  | unty Commission, and RONALD J. CINK,<br>nty Commission, whose names are signed<br>yledged before me and on this day that,<br>h Chairman and County<br>ssion, and with full authority, executed the |
| Given under my hand and seal thisday of                 |  |
| Notary Public, Baldwin Co<br>My Commission Expires:     | ounty, Alabama   |

# STATE OF ALABAMA COUNTY OF BALDWIN

I, <u>Danow Smith</u>, a Notary Public, in and for said County in said State, hereby certify that TONY LOVELL, President of the Baldwin County Fire Chief's Association, whose name is signed on the foregoing instrument and who is known to me, acknowledged before me and on this day that, being informed of the contents of this instrument, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Baldwin County Fire Chief's Association.

Given under my hand and seal this and day of November, 2022.

Notary Public, Baldwin County, Alabama

My Commission Expires:

My Commission Expires: September 28, 2024



# **Baldwin County Commission**

# **Agenda Action Form**

File #: 23-0250, Version: 1 Item #: CL1

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 12/5/2022

Item Status: New

From: Terri Graham, Development and Environmental Director

Submitted by: Suzanne Doughty, Accounting Manager

# **ITEM TITLE**

Merchant Services Agreement with CardConnect for Solid Waste Landfill / Scale Locations

# STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the CardConnect Merchant Processing Application and Agreement; and
- 2) Approve the CardConnect Merchant Services Program Terms and Conditions.

The initial term of this Agreement is three years from the date of approval by CareConnect Credit Department.

# BACKGROUND INFORMATION

**Previous Commission action/date:** <u>04/01/2014</u> - Last BCC Merchant Services Agreement approval with Hamer Enterprises.

**Background:** Brad Hicks, County Attorney, has reviewed and approved the manual strike through on the personal guarantee section of the CardConnect Merchant Processing Application and Agreement.

The Application and Agreement is to be executed first in order to obtain approval by CardConnect.

The Solid Waste Landfill Scale Operations is migrating to a new software that allows for credit card transactions to be more easily and accurately processed compared to our current software provider which requires double entry in order to capture the credit card funds (each transaction is keyed via a website and subsequently the funds must be posted to each scale ticket transaction). This isn't efficient but due to current software limitations that was our only option to accept cards.

The new scaling software, which is set for a tentative go-live date of January 1, 2023, recommends CardConnect as the processor for use within the software. The service fee will be a flat 3.5% per transaction compared to our current rate of \$1.50 per transaction, regardless of the amount

File #: 23-0250, Version: 1

processed. For the majority of Solid Waste customers, the new card processor fee structure will result in a decrease to what the customer is charged to use a card. The new provider gives charge customers the option of paying account balances via credit / debit card and the ability to use American Express.

The current credit card merchant agreement has been in place since April of 2014. In order to receive the necessary hardware and perform testing prior to going live on January 1, 2023, the agreement needs to be executed as soon as possible.

# FINANCIAL IMPACT

**Total cost of recommendation:** 3.5% fee per scale transaction will be passed on to customer.

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

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

# LEGAL IMPACT

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

Reviewed/approved by: Brad Hicks, County Attorney (11/18/2022)

**Additional comments:** Approved with the exception of the personal guarantee.

## 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

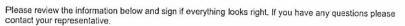
Individual(s) responsible for follow up: Solid Waste Collection Administration

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

Additional instructions/notes: N/A

Item #: CL1

# Merchant Processing Application and Agreement





|  |  | SETUP INF  | ORMATION  |  |                           |
|--|--|--|---|--|---------------------------|
| Sales Code   | EA2724                                       |  | Application Platform                                      | North  |                           |
|  |  | BUSINES  | S DETAILS   |  |                           |
|  |  | CONTACT IN   | FORMATION   |  |                           |
| First Name   | Terri  |  | Last Name   | Graham   |                           |
| Email  | tgraham@baldwincountyal.gov                  |  | Phone Number  | (251) 972-6878   |                           |
|  |  | BUSINESS IN  | NFORMATION  |  |                           |
| NOTE: Failure to pro-  | vide accurate information may result in      | a withholding of merchant for                                  | unding per IRS regulation:                                | s. (See Part IV, Section A.4 of your   | Program Guide for further |
| Business Legal Nan   | ne Baldwin County Solid Waste                |  | DBA Name  | Baldwin County Solid Waste   |                           |
| Tax Filing Name  | Baldwin County Solid Waste                   |  | Tax Filing Method   | ☑ EIN ☐ SSN  |                           |
| Tax ID (EIN)   |  |  |   |  |                           |
| Type of Ownership  | Individual / Sole Proprietor  LLC            | Non-Profit Ora Private   | Corporation Partners                                      | nin Public Cornoration Tax 8   | Exempt                    |
| A CONTRACTOR OF THE PARTY OF TH | nly applicable for Public Corporation        |  | Stock Ticker Symbol                                       | The Control of the Co | (NYSE or NASDAQ)          |
| -  | Q Other/Not Applicable                       |  | D. J. D. J.           | Utilities - Paradigm ISV   |                           |
| Industry (MCC)   | 4900 - Utilities - Electric, Gas, W          | rater, and Sanitary  | Business Description                                      | 1 Ountes - Paratign 15V  |                           |
| Industry Options   | ions Quasi Cash                              |  | Business Start Date                                       |  |                           |
| Website  |  |  | Business Phone  |  |                           |
|  | BUSINESS ADDRESS                             |  | BU  | SINESS LEGAL MAILING AD  | DRESS                     |
| Street Address 1   | 15093 Landfill Dri                           |  | Street Address 1  | same   |                           |
| Street Address 2   | City   | Summerdale   | Street Address 2  | City   |                           |
| State  | AL ZIP                                       | 36580  | State   | ZIP  |                           |
| Country  | United States of America                     |  | Country   | United States of America   |                           |
|  |  | OWNER IN   | FORMATION   |  |                           |
| Please provide t   | he following information for each indivi-    | dual who owns, directly or in<br>responsibility to control, ma | ndirectly, 25% or more of t<br>nage, or direct your busin | he equity interest of your business, ess.  | or who have significant   |
|  |  | BUSINESS OWN   | ER INFORMATION  |  |                           |
| First Name   | Last Name                                    |  | Street Address 1  |  |                           |
| Title  |  | Dodgos D Dogside-1   | Street Address 2  | City   |                           |
|  | COO LLC Member Owner Teasurer Vice President | Parmer President   | State   | ZIP  |                           |
| % Ownership  | 0 % Personal Gua                             | rantee Yes   | Country   | United States of America   |                           |
| SSN  | Date of Birth                                |  |   |  |                           |
| Mobile Phone   |  |  |   |  |                           |
| Email  |  |  | )   |  |                           |

|                  |  |                       | ADDITIONAL BU | JSINESS OWNER (   | 1)          |   |                           |        |
|------------------|--|-----------------------|---------------|-------------------|-------------|---|---------------------------|--------|
| First Name       |  | Last Name             |               | Street Address 1  |             |   |                           |        |
| % Ownership      | %  | SSN                   |               | Street Address 2  |             | City                                    |                           |        |
| Date of Birth    |  | Mobile Phone          |               | State             |             | ZIP                                     |                           |        |
|                  |  |                       |               | Country           |             |   | 1                         |        |
|                  |  |                       | ADDITIONAL DI |                   |             |   |                           | CHENCE |
|                  |  |                       | ADDITIONAL BU | SINESS OWNER (2   | 4)          |   |                           |        |
| First Name       |  | Last Name             |               | Street Address 1  |             |   |                           |        |
| % Ownership      | %  | SSN                   |               | Street Address 2  |             | City                                    |                           |        |
| Date of Birth    |  | Mobile Phone          |               | State             |             | ZIP                                     |                           |        |
|                  |  |                       |               | Country           |             |   |                           |        |
|                  |  |                       | ADDITIONAL BU | SINESS OWNER (3   | )           |   |                           |        |
| First Name       |  | Last Name             |               | Street Address 1  |             |   |                           |        |
| % Ownership      | %  | SSN                   |               | Street Address 2  |             | City                                    |                           |        |
| Date of Birth    |  | Mobile Phone          |               | State             |             | ZIP                                     |                           |        |
|                  |  |                       |               | Country           |             |   |                           |        |
|                  |  |                       | ADDITIONAL BU | SINESS OWNER (4   | )           |   |                           |        |
| First Name       |  | Last Name             |               | Street Address 1  |             | 110000000000000000000000000000000000000 | lle rouseselleurig an des |        |
| % Ownership      | %  | SSN                   |               | Street Address 2  |             | City                                    |                           |        |
| Date of Birth    | ~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~  | Mobile Phone          |               | State             |             | ZIP                                     |                           |        |
| Date of Birti    |  | MIODILE PHONE         |               | Country           |             |   |                           |        |
|                  |  |                       |               |                   |             |   |                           |        |
|                  |  |                       |               | D PROCESSING      |             |   |                           |        |
| DEP              | OSIT AND WITHDRA   |                       | COUNT         |                   |             | SING VOLUME                             |                           |        |
| Bank Name        | Hancock  | 1                     |               | Average Monthly ( | Card Volume |   | 00.00                     | month  |
| Account Type     | Checking Sav   | rings                 |               | Average Transacti | on Amount   | \$ 26.6                                 | 4                         | ا      |
| Routing Number   | 065106619  | Account Number        |               |                   |             |   |                           |        |
| PR               | ODUCT / SERVICE  | DELIVERY WIN          | Dows          |                   | MODE OF     | TRANSACTION                             |                           |        |
|                  | ucts / Services are dell<br>3–14 Days 🔲 15–30 Da                                 |                       |               | In Person         | 100         |   |                           | %      |
| U-/ Days         | 5-14 Days 🔲 10-00 Da   | aya 🔲 oo - Bayo       |               | Telephone         |             |   |                           | %      |
|                  |  |                       |               | Online            |             |   |                           | %      |
|                  |  |                       |               |                   | Mus         | st total 100%                           | SERVICE OF STREET         |        |
|                  | THIRD PART   | Y PROVIDER            |               |                   |             |   |                           |        |
| cardholder data? | hird party provider (TPI<br>(Examples include but a<br>apture, Loyalty programs, | re not limited to wel |               |                   |             |   |                           |        |
| Yes No           |  |                       |               |                   |             |   |                           |        |
|                  | de third party provider info   | ormation:             |               |                   |             |   |                           |        |
| TPP Name         |  |                       |               |                   |             |   |                           |        |
| TPP Email        |  |                       |               |                   |             |   |                           |        |
| TPP Phone        |  |                       |               |                   |             |   |                           |        |

## **EQUIPMENT**

|  |   | NEW ORDERS  |  |   |  |  |  |
|--|---|---|--|---|--|--|--|
| Product Name   |   | Network   | Qty  | Price *   | Frequency  |  |  |
| CardPointe Gatewa  | y (RapidConnect North)  | Cardnet   | 1  | )(-   |  |  |  |
|  |   |   |  | S   |  |  |  |
|  |   |   |  | S   |  |  |  |
|  |   |   |  | S   |  |  |  |
| NAME OF THE OWNER OWNER OF THE OWNER OWNE | Clover Menu Requ  | ested   | * P.   | rice does not include   | tax and shipping & handling.   |  |  |
|  | SH  | IP EQUIPMENT TO   |  |   |  |  |  |
| Ship To Attention  | Terri Graham  | Ship To Email   | tarah  | anabaldu  | Incountyal, gov  |  |  |
| Street Address 1   | 15093 Landfill Drive  |   | )  |   | / 5.7  |  |  |
| Street Address 2   |   | City  | Sum  | merdale   |  |  |  |
| State  | AL  | ZIP   | 3659   |   |  |  |  |
| Country  | United States   |   |  |   |  |  |  |
|  | MER   | CHANT SERVICES  |  |   |  |  |  |
|  | PAYMENTS ACCEPTED   |   | j  | DISCOVER  |  |  |  |
| American Express C   | Opt Blue Discover Full ACQ Mastercard Visa  | Discover Program  | Discover F   | ull ACQ Discover  | EASI   |  |  |
|  | AMERICAN EXPRESS  | Discover EASI SE  |  |   |  |  |  |
| Amex Program   | Amex OptBlue Amex ESA   | 11  | Discover Industry Options  Enable Incremental Authorizations |   |  |  |  |
| Amex ESA SE  | IATA/ARC Number   | ☐ Debt Repaymen   | ☐ Debt Repayment Program                                     |   |  |  |  |
|  | PRIC  | ING INFORMATION   |  |   |  |  |  |
|  |   | PRICING   |  |   |  |  |  |
| Discount Frequency   |   | Funding Rollup  | nasita 🔽 Sanara  | to Food and Donosite  | Individual Batches   |  |  |
| Monthly Daily  |   | Net Fees and Dep  | posits 🔽 Separa  | te rees and Deposits  | Individual Batches   |  |  |
|  | DUE   | ES & ASSESSMENTS  |  |   |  |  |  |
| charges, liabilities, or<br>processed under you<br>Card Organization Ch<br>(including but not limi   | ents s described in this Merchant Application and Agreement, obligations that a Card Organization imposes on us (1) i r MID, (3) as a result of your acts or omissions, or (4) as narges are not subject to the consequential damages exc ited to dues, issuer reimbursements, fines, penalties, and ses, and file fees); adjustments; and Chargebacks. | n connection with your acceptan<br>a result of the acts or omissions<br>dusion in Section 28 of the Progr | ce of its payment<br>of others that act<br>am Guide and in-  | types, (2) in connect<br>on your behalf or tha<br>clude but are not limit | on with the transactions<br>t provide services to you.<br>ed to: assessments |  |  |

#### **PROGRAM** Merchant Surcharge Program A Surcharge is an additional fee that you add to relevant transactions as permitted by the Card Organization Rules and applicable laws (together, Applicable Laws). By choosing to assess a Surcharge and participate in this "Merchant Surcharge Program" (MSP), you agree that you are solely responsible for: (1) complying with all Applicable Laws and the Your Payments Acceptance Guide (which is contained in your Program Guide); (2) properly and clearly disclosing the existence and amount of any Surcharge to Cardholders in accordance with Applicable Laws; and (3) ensuring any Surcharge you add to a transaction does not exceed the limit provided in the Card Organization Rules. MSP is provided to you only by Processor and not by Bank, You also agree that: (1) you are assessing a Surcharge on Cardholders for certain Credit Card transactions in an amount equal to the Surcharge Rate reflected below; (2) you will pay us the Discount Fees for Credit Card and Debit Card transactions on gross sales for all of the transactions that you submit (without reduction for refunds, returns, or chargebacks); (3) you will pay us the Transaction Fee (the fixed charge per transaction reflected below for each Debit Card transaction) for each sale and refund that you submit, as well as any other fees or charges reflected in this merchant processing agreement and which are not replaced by the MSP; (4) you will not assess a Surcharge for the portion of the transaction that is tip on paper, and you will be responsible to pay us the Discount Fee for the gross amount of all tips on paper; (5) you will be responsible to refund Cardholders any Surcharge you assess in the amount billed on such transaction; (6) you will not assess a Surcharge for card not to you will be retained to retain the amount of the amount guarantee protection against a Data Incident, Consumer Surcharge Rate Billed by 3.5 % Visa Credit Card Discount Fee 3,3816 % Merchant 3,3816 % Mastercard Credit Card Discount Fee Debit Card Transaction Fee \$ 0.25 / Each Discover Credit Card Discount Fee 3,3816 % 3 3816 % Amex Credit Card Discount Fee

| Discount Fees            | Credit | Non-PIN Debit | Discount Fees          | Credit | Non-PIN Debit |
|--------------------------|--------|---------------|------------------------|--------|---------------|
| Visa Qualified           | %      | %             | Discover Qualified     | %      | %             |
| Visa Mid-Qualified       | %      | %             | Discover Mid-Qualified | %      | %             |
| Visa Non-Qualified       | %      | %             | Discover Non-Qualified | %      | %             |
| Mastercard Qualified     | %      | %             | Amex Qualified         | %      |               |
| Mastercard Mid-Qualified | %      | %             | Amex Mid-Qualified     | %      |               |
| Mastercard Non-Qualified | %      | %             | Amex Non-Qualified     | %      | ]             |

%

| INTE                                     | ERCHANGE PLUS  |
|--|--|
| from Mastercard, Visa, Discover ar       | will be charged the applicable interchange rate<br>nd American Express as well as the Discount Fees<br>e variable and are determined by how your<br>to change. |
| Passthrough Interchange Costs            | Gross Interchange Net Interchange  |
| Discount Fees                            | Credit / Non-PIN Debit   |
| Visa Qualified                           | %  |
|  | 0.   |
| Mastercard Qualified                     | %  |
| Mastercard Qualified  Discover Qualified | %  |

1.25

Debit Card Discount Fee

|   | BILL BACK                      |               |
|---|--------------------------------|---------------|
| Non-Qualified Surcharge Fee<br>Section 26,1) Applies to Non-qu<br>OptBlue Credit and/or Non-PIN | alified MC, Visa, Discover, Am |               |
|   |                                | %             |
| Discount Fees   | Credit                         | Non-PIN Debit |
| Visa Qualified  | %                              | )( %          |
| Mastercard Qualified  | %                              | )( %          |
| Discover Qualified  | %                              | %             |
| Amex Qualified  | %                              |               |

| (If selected, the discount fees below apply to all payme<br>unless otherwise noted in this agreement) | nt types and brands accepted |
|---|------------------------------|
| Swiped or Dipped Discount Fee (% of gross transactions)   | %                            |
| Swiped or Dipped Transaction Fee  | S                            |
| Non-Swiped or Non-Dipped Discount Fee (% of gross transactions)                                       | %                            |
| Non-Swiped or Non-Dipped Transaction Fee  | \$                           |

|                      | FLAT RATE              |
|----------------------|------------------------|
| Discount Fees        | Credit / Non-PIN Debit |
| Visa Qualified       | %                      |
| Mastercard Qualified | %                      |
| Discover Qualified   | %                      |
| Amex Qualified       | %                      |

| AUTHORIZATION  | & TRANSACTION             | FEES            |                            | PIN DEBIT      |            |
|--|---------------------------|-----------------|----------------------------|----------------|------------|
| Authorization Fees (All Card Types)                                    | \$0.00                    | / Each          | Discount Fee               |                | %          |
| ACH Batch Fee  | \$0.00                    | / Each          | Transaction Fee            | \$             | / Each     |
| oice Authorization Fee   | \$0.00                    | / Each          |                            |                |            |
| Address Verification Fee (AVS)   | \$ 0.00                   | / Each          |                            |                |            |
| Fransaction Fees (All Card Types)**                                    | \$                        | / Each          |                            |                |            |
| **Transaction Fees (All Card Types) a<br>together and billed on your m |                           |                 |                            |                |            |
| CLO  | /ER FEES                  |                 |                            | EBT            |            |
| Clover Platform Fee  | \$0.00                    | / Monthly       | FNS#                       |                |            |
|  | during a community of the |                 | Transaction Fee \$         |                | / Each     |
| Vo   | YAGER                     |                 |                            | WRIGHT EXPRESS |            |
| Authorization Fee  | \$                        | / Each          | Discount Fee               |                | %          |
| Sales Discount   |                           | %               | Transaction Fee            | \$             | / Each     |
|  |                           |                 | Chargeback Fee             | \$             | / Each     |
|  |                           |                 | Retrieval Fee              | \$             | / Each     |
| CARDPOINTE A   | ND GATEWAY FE             | ES              |                            | TRANSARMOR     |            |
| Setup Fee  | \$ 0.00                   | (One Time)      | TransArmor Data Protection | 1              |            |
| CardPointe Monthly Platform Fee  | \$0.00                    | / Monthly       | TransArmor Monthly Fee     | \$             | / Monthly  |
| Sateway Monthly Fee  | \$ 0.00                   | / Monthly       |                            |                |            |
| Galeway Transaction Fee**  | \$0.00                    | / Each          |                            |                |            |
| **Gateway Transaction Fee and Trans<br>together and billed on your m   |                           |                 |                            |                |            |
|  |                           | MONTHLY AND MIS | CELLANEOUS FEES            |                |            |
| Application Fee  | \$0.00                    | (One Time)      | Regulatory Product Fee     | \$0.00         | / Monthly  |
| Minimum Processing Fee   | \$ 20.00                  | / Monthly       | PCI Non-Compliance Fee     | \$ 29.95       | / Monthly  |
| DDA Rejects  | \$ 25.00                  | / Each          | Wireless Fee               | \$0.00         | / Monthly  |
| Statement Fee  | \$0.00                    | / Monthly       | Wireless Activation Fee    | \$0.00         | (One Time) |
| Dhhh-F   | \$ 25.00                  | / Each          | PCI Annual Fee             | \$0.00         | / Annual   |
| Chargeback Fee   |                           |                 |                            | \              |            |

Annual Membership Fee

\$0.00

/ Annual

## CONFIRMATION

|  | EARLY TE   | RMINATION FEE   |  |  |
|--|--|---|--|--|
| then current term or otherw  | ement is three years from the date of your approval by ou<br>ise stop processing your transactions with us, you will be<br>natically extend for an additional period of one year each (  | charged this Early Term   | nination Fee. After the Initial Term, subject to P   |  |
| Early Termination Fee  | \$ 0.00  |   |  |  |
| Client Initials  |  |   |  |  |
|  | PERSONA  | AL GUARANTEE  |  |  |
| kind and nature of Merchar<br>delivered by Merchant in a   | runconditionally guarantee(s) to the Processor and its suc<br>it arising directly or indirectly out of the Agreement and to<br>scordance with the terms of the Agreement. The undersig<br>he Processor in collecting such obligations and in enforcin  | r the TeleCheck / TRS S<br>ned further agrees to pa   | Services Agreement or any document or agree  | ment-executed-and-   |
| Signature  |  | Date  |  |  |
| 100 TOP  | AGREEM   | ENT APPROVAL  |  |  |
| whatever inquiries CardCo reports for the purpose of t Member Bank and a merch You further acknowledge a Internet Gambling Engreau pursuant to 31 CFR Part 5 laundering activities, servic purposes while processing   | ors and/or agents from time to time. Each signer authorize<br>nnect LLC and/or the Member Bank deem appropriate to<br>his application. Merchant understands this agreement sha<br>nant number is issued.<br>Ind agree that you will not use your merchant account and<br>ment Act, 31 U.S.C. Section 5361 et seq, as may be amer<br>30 et seq. and other laws enforced by the Office of Foreign<br>ers obtain, verify, and record certain information including<br>this MPA, as described in the USA Patriot Act.<br>nalties of perjury, that the federal taxpayer identification.   | investigate, verify, or res<br>ill not take effect until Mo<br>for the Services for illeg<br>anded from time to time, on<br>a Assets Control (OFAC<br>your full name, physica | search references, statements or data, including erchant has been approved by CardConnect Ligal transactions, for example, those prohibited by the processing and acceptance of transactions in the funding of the fundi | g personal credit<br>LC and/or the<br>by the Unlawful<br>in certain jurisdictions<br>terrorism and money<br>or identity verification |
|  | SIGN YOUR AGREEMENT  |   | CARDCONNECT LLC  |  |
| Signature  Date  |  | Application Appro   |  |  |
|  |  | Title   | Date   |  |
|  | NK N.A. (A MEMBER OF VISA USA, INC. AND ERCARD INTERNATIONAL, INC.)  |   | PROCESSOR INFORMATION  |  |
|  | rvices LLC, pursuant to a limited power of attorney  | Name  |  | CardConnect LLC  |
| Signature  |  | Address   | 1000 Continental Drive, Suite  | e 300, King of Prussia<br>PA, 19406  |
| AND RESIDENCE OF THE PARTY OF T | The state of the s | manair.   |  |  |

# URL www.cardconnect.com 1-877-828-0720 Customer Service (Phone)



# Merchant Services

Program
Terms and
Conditions
(Program Guide)

| CONGOV2210 SMB/CMM PART I: CONFIRMATION PAGE   |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|
| INFORMATION:   | unit of First Data Merchant Services, LLC  |  |  |  |  |  |  |
| Address: 1000 Continental Drive, Suite   |  |  |  |  |  |  |  |
| URL: www.cardconnect.com   | Customer Service #: 1-877-828-0720   |  |  |  |  |  |  |
| Please read this entire Agreement. It describes the terms on which we will provide Merchant Processing Services to you.  This summary provides answers to commonly asked questions about your Agreement.   |  |  |  |  |  |  |  |
| 1. Your Discount Rates and other fees are calculated based on transactions qualifying for certain program pricing and interchange rates levied by the applicable Card Organization. Transactions that fail to qualify for these rates will be charged an additional fee. Interchange and program pricing levied by the Card Organization is subject to change, (see Section 6 of the General Terms & Conditions).  2. We may debit your bank account (also referred to as your Settlement Account) for amounts owed to us. | <ul> <li>5. This Agreement limits our liability to you. See Section 10 of the General Terms &amp; Conditions for further details.</li> <li>6. We have assumed certain risks by agreeing to provide you with the Services. Accordingly, we may take certain actions to mitigate our risk, including termination of this Agreement, and holding monies otherwise payable to you (see Sections 16 and 17 of the General Terms &amp; Conditions).</li> <li>7. By executing this Agreement with us you authorize us and our Affiliates to obtain and share financial and credit information regarding your business and the signers and guarantors of this</li> </ul> |  |  |  |  |  |  |
| 3. You are liable for Chargebacks and there are many reasons why a Chargeback may occur. When they occur we will debit your Settlement Account. See Section 8 of the   | Agreement until all your obligations to us and our Affiliates are satisfied.  8. For questions regarding your Merchant Processing  |  |  |  |  |  |  |
| General Terms & Conditions.  4. If you wish to dispute any charge or funding, you must notify us within 60 days of the date of the statement on which the charge or funding appears.   | Application and Agreement, please contact Customer Service at <u>1-877-828-0720</u> .  |  |  |  |  |  |  |
| Information about Bank: Your Bank, who is a Visa and Mastercard Member Bank, is Wells Fargo Bank, N.A. (Bank) PO Box 6079, Concord, CA 94524 Attn: Merchant Services (407) 237-6727  | Your Responsibilities: a) You must comply in full at all times with this Agreement (including the Your Payments Acceptance Guide), all Card Organization Rules and all Cardholder and customer data security and storage requirements.   |  |  |  |  |  |  |
| b) Bank is the entity approved to extend acceptance of Visa and Mastercard products directly to you and will be a party to the sections of this Agreement listed in Section 2.2.   | b) You may view and download the Your Payments Acceptar Guide at   |  |  |  |  |  |  |
| c) Bank works with Processor to provide the Services to you with respect to Visa Cards and to Mastercard Cards.  | c) You may view and download the Interchange Qualification Matrix and American Express OptBlue® Guide at   |  |  |  |  |  |  |
| d) Bank shall, either directly or through Processor, advise you of pertinent Card Organization Rules with which you must comply.   | d) You may download the Visa and Mastercard rules at: https://usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf  |  |  |  |  |  |  |
| e) Bank is responsible for and must provide settlement funds to you and will be responsible for all funds held in a reserve.   | www.mastercard.us/content/dam/mccom/global/documents/ mastercard-rules.pdf.  |  |  |  |  |  |  |
|  | e) For your account to stay operational, you must keep fraud and Chargeback levels below Card Organization thresholds.   |  |  |  |  |  |  |
|  | f) Please retain a signed copy of your Agreement.  |  |  |  |  |  |  |
| Print Merchant's Business Legal Name:  |  |  |  |  |  |  |  |
| By signing below, you:   |  |  |  |  |  |  |  |
| (i) Confirm that you have received and read th CCNGov2210 SMB/CMM], including this Coaddenda, amendments, replacement or ren   | ne Application, General Terms & Conditions [Version<br>Onfirmation Page, Interchange Rate Schedule, and any<br>Newal agreement(s); and   |  |  |  |  |  |  |
|  | r capacity as a person authorized to sign on behalf of   |  |  |  |  |  |  |
| NO SALES REPRESENTATIVE IS AUTHORIZED TO ACCEPT O  | OR AGREE TO ANY ALTERATIONS TO THIS AGREEMENT.   |  |  |  |  |  |  |
| Business Principal:  |  |  |  |  |  |  |  |
| X  |  |  |  |  |  |  |  |
| Signature:   | itle Date  |  |  |  |  |  |  |

CCNGov2210 SMB/CMM 2 Confidential

**Please Print Name of Signer** 

#### **PART I: DUPLICATE CONFIRMATION PAGE** CCNGov2210 SMB/CMM **PROCESSOR** CardConnect, LLC a business unit of First Data Merchant Services, LLC Name: INFORMATION: Address: 1000 Continental Drive, Suite 300, King of Prussia, PA 19046 www.cardconnect.com Customer Service #:\_ Please read this entire Agreement. It describes the terms on which we will provide Merchant Processing Services to you. This summary provides answers to commonly asked questions about your Agreement. 1. Your Discount Rates and other fees are calculated 5. This Agreement limits our liability to you. See Section 10 based on transactions qualifying for certain program of the General Terms & Conditions for further details. pricing and interchange rates levied by the applicable 6. We have assumed certain risks by agreeing to provide you Card Organization. Transactions that fail to qualify for with the Services. Accordingly, we may take certain actions to these rates will be charged an additional fee. Interchange mitigate our risk, including termination of this Agreement, and and program pricing levied by the Card Organization is holding monies otherwise payable to you (see Sections 16 and 17 subject to change, (see Section 6 of the General Terms & of the General Terms & Conditions). Conditions). 7. By executing this Agreement with us you authorize us and 2. We may debit your bank account (also referred to as your our Affiliates to obtain and share financial and credit information Settlement Account) for amounts owed to us. regarding your business and the signers and guarantors of this Agreement until all your obligations to us and our Affiliates are 3. You are liable for Chargebacks and there are many reasons why a Chargeback may occur. When they occur we satisfied. will debit your Settlement Account. See Section 8 of the 8. For questions regarding your Merchant Processing General Terms & Conditions. Application and Agreement, please contact Customer 4. If you wish to dispute any charge or funding, you must Service at 1-877-828-0720. notify us within 60 days of the date of the statement on which the charge or funding appears. **Information about Bank:** Your Responsibilities: Your Bank, who is a Visa and Mastercard Member Bank, is a) You must comply in full at all times with this Agreement Wells Fargo Bank, N.A. (Bank) (including the Your Payments Acceptance Guide), all Card PO Box 6079, Concord, CA 94524 Organization Rules and all Cardholder and customer data Attn: Merchant Services (407) 237-6727 security and storage requirements. b) Bank is the entity approved to extend acceptance of Visa b) You may view and download the Your Payments Acceptance and Mastercard products directly to you and will be a party Guide at to the sections of this Agreement listed in Section 2.2. c) You may view and download the Interchange Qualification Matrix and American Express OptBlue® Guide at c) Bank works with Processor to provide the Services to you with respect to Visa Cards and to Mastercard Cards. d) You may download the Visa and Mastercard rules at: d) Bank shall, either directly or through Processor, advise you of pertinent Card Organization Rules with which you must https://usa.visa.com/dam/VCOM/download/about-visa/visa-rulescomply. public.pdf www.mastercard.us/content/dam/mccom/global/documents/ e) Bank is responsible for and must provide settlement funds mastercard-rules.pdf. to you and will be responsible for all funds held in a reserve. e) For your account to stay operational, you must keep fraud and Chargeback levels below Card Organization thresholds. f) Please retain a signed copy of your Agreement. Print Merchant's Business Legal Name: By signing below, you: Confirm that you have received and read the Application, General Terms & Conditions [Version (i) CCNGov2210 SMB/CMM], including this Confirmation Page, Interchange Rate Schedule, and any addenda, amendments, replacement or renewal agreement(s); and (ii) Agree to all terms in this Agreement in your capacity as a person authorized to sign on behalf of the business set out in the Application. NO SALES REPRESENTATIVE IS AUTHORIZED TO ACCEPT OR AGREE TO ANY ALTERATIONS TO THIS AGREEMENT. **Business Principal:** Title Signature: Date

Please Print Name of Signer

# 1. Your Payment Acceptance Guide and Card Organization Rules

- 1.1 The General Terms & Conditions (General Terms), together with your Application, the Interchange Rate Schedule and the Your Payments Acceptance Guide constitute the agreement for Card Transaction acceptance and other related Services (this Agreement).
- 1.2 You agree to comply with the Your Payments Acceptance Guide and, either the Card Organization Rules relevant to you, as they may change over time. The Your Payments Acceptance Guide is available at www.businesstrack.com.
- 1.3 If there are any inconsistencies between the General Terms and the Your Payments Acceptance Guide, or the Card Organization Rules, the General Terms will govern.
- 1.4 You may not alter this Agreement.

#### 2. Services and Non-Bank Services

- 2.1 Your Application will identify the Services you will receive. Certain Services referred to in this Agreement may not be available to you.
- 2.2 Subject to Card Organization Rules, Services may be performed by us, our Affiliates, our agents, or other third parties we may designate. References to "we" "our" and "us" shall be deemed to be references to Bank and Processor except for the purposes of Sections 2.1, 2.3, 2.4, 6.9, 11.2, 11.5, 11.6, 11.7, 13.1, 20, 24, 32 and 36. Bank shall not be a party to the aforementioned Sections nor shall Bank have any responsibility or liability pursuant to such Sections. Third Party Services, including any apps available in an application marketplace or voice or data services you purchase directly from a third party provider, are not governed by this Agreement and we are not responsible for providing, maintaining, servicing or supporting such services. If you decide to use Third Party Services, you will be responsible for reviewing and understanding the terms and conditions associated with Third Party Services.

Any third party content downloaded or otherwise obtained through the use of the Services is downloaded at your own risk. WE WILL NOT BE RESPONSIBLE FOR ANY ACTIONS OR ANY FAILURES TO ACT OF ANY THIRD PARTY, AND WE EXPRESSLY DISCLAIM ANY LIABILITY RELATED TO ALL THIRD PARTY SERVICES. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY THIRD PARTY SERVICE OR PRODUCT ADVERTISED OR OFFERED

THROUGH THE SERVICES OR ANY HYPERLINKED WEBSITE OR SERVICE, OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND PROVIDERS OF THIRD PARTY SERVICES OR PRODUCTS.

- 2.3 If you do not qualify for our full service program but have otherwise been approved for accepting American Express or WEX, your American Express and WEX transactions will be processed through and funded by American Express or WEX (as applicable). American Express and WEX will provide you their own agreements governing those transactions. You agree that (a) we are not responsible and assume no liability for any such transactions; and (b) American Express and WEX may charge additional fees for the services they provide.
- 2.4 Rather than accepting all categories of card, you have the option to elect to accept only certain categories of card (Limited Acceptance). If you wish to offer Limited Acceptance, you must complete the Limited Acceptance Form and agree to be bound by the additional terms and conditions set out in that document.

#### 3. Access and Use of Services

- 3.1 Except as specified in the Your Payments Acceptance Guide, or otherwise agreed in writing, the Services shall be for your internal business use in the United States only.
- 3.2 You shall not and shall not permit any third party to: (a) access or attempt to access any Service that is not intended to be available to you; (b) access or use (in any format) the Services (or any part) through any time-sharing service, service bureau, network, consortium, or other means; (c) without our advanced written consent, use, ship or access Services (or any part) outside or from outside of the United States; (d) perform or attempt to perform any actions that would interfere with the proper working of any Service, prevent access to or use of any Service by other users, or in our reasonable judgment, impose a large load on our infrastructure, network capability or bandwidth; or (e) use the Services (or any part) except as permitted in this Agreement.
- 3.3 You may use the eligible TransArmor services and portals only to scan IP addresses, URLs and domain names owned by and registered to you.
- 3.4 We have the right to rely on user names, password and other sign on.

#### 4. Settlement

- 4.1 As part of the Services, we will process transaction data received from you and facilitate the transfer of funds for your Card sales to your Settlement Account.
- 4.2 We may debit your Settlement Account for any amounts owed to us, including any amounts paid to you in error. We may also offset any amounts owed to us or our Affiliates related to activity in other accounts maintained in your name or which you, any of your principals, guarantors or authorized signors guarantee.
- 4.3 You are responsible for providing us with accurate information regarding your Settlement Account. If you change the Settlement Account in which you receive the proceeds of your transactions, you must notify us immediately. If you accept payment types other than Visa, Mastercard, American Express, Discover Network and PayPal (such as TeleCheck Services), you are also responsible for contacting the Card Organizations or companies governing those Cards to notify them of this change. We shall not be liable for delays in receipt of funds or errors in debit and credit entries caused by you or any other Person, including any delays or errors resulting from errors in Settlement Account information you provide.
- 4.4 If a Default occurs you agree we may without notice change processing or payment terms and/or suspend credits or other payments of any amounts due or which become due to you.
- 4.5 Your right to receive any amounts due or to become due from us is expressly subject and subordinate to Chargeback, setoff, lien, and our rights to withhold settlement funds under this Agreement without regard to whether such Chargeback, setoff, lien, and the withholding of settlement fund rights are being applied to claims that are liquidated, unliquidated, fixed, contingent, matured or unmatured.
- 4.6 If you undertake Global ePricing (GeP) Transactions, you acknowledge that: (a) Settlement by us of GeP Transactions shall be made in the Local Currency on the basis of the Transaction Price of the GeP Sales Transaction under the process defined by the Card Organizations; (b) you shall be subject to any and all Foreign currency exchange rate exposure in connection with all GeP Transactions; and (c) you are solely responsible for all aspects of the GeP Transaction (other than the performance of GeP Services), including obtaining the Cardholder's agreement to a GeP Transaction, and complying with all Card Organization Rules applicable to you. Dynamic Currency Conversion as defined by Card Organization Rules is not permitted nor provided as part of the GeP Services.

#### 5. Exclusivity

5.1 You will use us as your exclusive provider of all Services during the term of this Agreement.

#### 6. Fees; Adjustments; Collection of Amounts Due

- 6.1 You will be charged, and agree to pay us, all fees set out on your Fee Schedule or elsewhere in this Agreement.
- 6.2 The fees specified on your Fee Schedule are based on the assumption that your transactions will qualify at the Anticipated Interchange and Program Pricing Levels associated with your account. If a transaction fails to qualify at the Anticipated Interchange Program Pricing Levels, you will be charged a Non-Qualified Fee, plus a Non-Qualified Surcharge for each such non-qualifying transaction.
- 6.3 If you accept a Card or transaction other than the type anticipated for your account, we will charge you our thencurrent transaction fee(s) for the Card and transaction and you will be responsible for the transaction to the same extent as you would be if it was of a Card type elected and approved.

If your fees are not paid through our automatic debiting process, and we are required to pursue collection efforts, you will reimburse us for our costs in an amount of not less than \$100.00.

- 6.4 The fees specified on your Fee Schedule are based on (a) estimated annual volume and average transaction size for all Services provided under this Agreement; and (b) your method of doing business. If the actual volume or average transaction size are not as expected or if you significantly alter your method of doing business, we may adjust our fees without prior notice to you. It is your responsibility to notify us of any such changes to your business.
- 6.5 We may adjust our fees to reflect new or increased fees, taxes or assessments imposed by any Card Organization or other Persons related to the Services. It is your responsibility to pay all such adjusted fees effective from the date specified in our notice to you.
- 6.6 Any Account Minimum Fee set out in your Application will be charged monthly (beginning in the calendar month after your Application is approved) for each location and will be calculated as the Account Minimum Fee set forth in your Application less the "Discount Fees" and "Other Payment Fees" that you incur for that month and location. The Account Minimum Fee shall never be less than zero.
- 6.7 An equipment rental fee will be charged each month for each piece of equipment rented from us, plus tax as applicable. You will also be charged for shipping and supplies.

6.8 An Authorization fee will be charged for each Authorization requested, whether the response is approved or declined. If you are being charged a combined fee for both Authorization and Capture we may charge this fee on the communication of all instructions that you transmit to us from your point of sale device or other systems to our computer systems, whether the communications are for Authorization requests or any other capture of information whether or not related to any individual transaction.

6.9 A fee will be charged for each Address Verification Service (AVS) request submitted, whether or not we are able to provide a response to the request.

6.10 Clients opting out of the TransArmor Solution will be charged a Compliance Fee. The Compliance Fee covers our costs for systems maintenance and upgrades, mandatory IRS reporting, as well as costs associated with our required tracking and reporting of your PCI compliance. We will provide a monthly vulnerability "scan," if required, of up to 5 IP addresses. Additional required scans are your responsibility. Payment of the Compliance Fee does not discharge your responsibility to maintain PCI DSS compliance at all times.

6.11 You will be charged a monthly Non-Receipt of PCI Validation fee unless, within 60 days from the date this Agreement is submitted with your signature and on an annual basis after that:

a) you obtain any quarterly or other periodic PCI-approved vulnerability scans that the Card Organization Rules require you to obtain (for example, if you accept Internet transactions);

b) you remediate vulnerabilities identified by your scans in ways that enable you to comply with the Card Organization Rules and applicable standards (including the PCI DSS); and

c) you confirm that you are following certain data security protocols by (i) completing an online self-assessment questionnaire, which we will make available to you, regarding your systems and payments acceptance practices (SAQ), or (ii) using PCI-approved methods, providing us with other written evidence of your PCI DSS compliance.

If you materially change the systems you use to accept payments and you wish to avoid paying the monthly Non-Receipt of PCI Validation fee, you will need to promptly complete a new SAQ or (using PCI-approved methods) promptly provide us with other written evidence of your PCI DSS compliance.

6.12 If you believe any adjustments should be made to your Settlement Account, you must notify us in writing within 60 days after any debit or credit is or should have been effected.

If you notify us after 60 days, you agree we have no obligation to investigate or effect any adjustments. Any voluntary efforts by us to assist you in investigating such matters do not obligate us to continue such investigation or to conduct any future investigation.

6.13 If you fail to pay any amounts due within 30 days of the due date set out in our merchant statement or other communication with you, then we may, in our sole discretion, charge you interest, for such time that the amount and all accrued interest remain outstanding at the lesser of 12% APR or the maximum rate permitted by applicable law

#### 7. Electronic Funding Authorization

7.1 All payments to you shall be made through the automated clearing house system (ACH) and shall normally be electronically transmitted directly to the Settlement Account you have designated or any successor account designated to receive provisional funding of your transactions pursuant to this Agreement. You agree that any Settlement Account designated by you will be an account primarily used for business purposes. We cannot guarantee the timeframe in which payment may be credited by your financial institution.

7.2 You agree to be bound by the operating rules of the ACH and you authorize us to (a) access information from the Settlement Account; (b) initiate credit and/or debit entries by wire or ACH transfer; (c) instruct your financial institution to (i) block or to initiate, if necessary, reversing entries and adjustments for any original entries made to the Settlement Account; and (ii) provide such access and to credit and/or debit or to block the Settlement Account.

7.3 If we cannot process an ACH payment, we may (a) charge you the applicable fee set out in the Pricing Schedule; and (b) suspend all subsequent funding until a new electronic funding agreement is signed by you or you notify us that ACH payments can be processed.

7.4 Any funds pertaining to the Card transactions contemplated by this Agreement now or hereafter in our possession may be commingled with other funds of ours, or, in the case of any funds held pursuant to the foregoing paragraphs, with any other funds of other customers of ours. In addition to any rights now or hereafter granted under applicable law and not by way of limitation of any such rights, we are hereby authorized by you at any time and from time to time, without notice or demand to you or to any other Person (any such notice and demand being hereby expressly waived), to set off, recoup and to appropriate and to apply any and all such funds against and on account of your obligations to us and our respective Affiliates under this Agreement and any other agreement with us our respective Affiliates for any related equipment or related services

(including any check services), whether such obligations are liquidated, unliquidated, fixed, contingent, matured or unmatured.

#### 8. Chargebacks, Fines and Penalties

- 8.1 Cardholders and Issuers are authorized by Card Organization Rules and by law to reverse and Chargeback transactions that you submit to us. Further details are set out in the Your Payments Acceptance Guide and in the Card Organization Rules.
- 8.2 You are obligated to reimburse us (and authorize us to debit your Settlement Account) for (a) all refunds, credits, Chargebacks and adjustments relating to transactions that you submit for processing; and (b) any fees, fines, assessments, obligations or other charges a Card Organization imposes on us in relation to your acts or omissions or the acts or omissions of your agents or those acting on your behalf.
- 8.3 Refunds, Credits, returns and Chargebacks for GeP Transactions shall be treated as independent transactions with a Transaction Rate as determined by the Card Organization.

## 9. Your Representations and Warranties

- 9.1 By submitting a transaction to us, you represent and warrant that the transaction:
- a) is genuine and arises from a genuine sale or service that you directly sold or provided as described on your Application. (The submission of Authorization requests and/or Card transaction by you for Card sales or cash advances transacted by another business is considered laundering or factoring and is prohibited);
- b) represents the correct amount of the goods or services purchased by the Cardholder from your business as identified on your Application;
- c) is not subject to any dispute, set-off or counterclaim;
- d) to your knowledge is not the result of fraud and has been authorized by the Cardholder
- e) does not violate the law of any applicable jurisdiction, including the jurisdiction where you are located, where the Cardholder is located, or where we are located
- f) except for any delayed delivery or advance deposit Card transactions expressly authorized under this Agreement, included your simultaneous delivery of the goods or services to the Cardholder; and

- g) complies with this Agreement and Card Organization Rules.
- 9.2 You further represent and warrant, as of the date of this Agreement and at the time of submission of each transaction, that:
- a) you are validly existing, in good standing and free to enter into this Agreement;
- b) you have not changed the nature of your business or practices in a way not previously disclosed to us;
- c) each statement made on the Application or other information provided to us in support of this Agreement is true, accurate and complete and you have maintained and updated this information to keep it true, accurate, current and complete;
- d) you have not filed a bankruptcy petition not previously disclosed to us;
- e) you will not process any credit transactions that do not correspond to a previous transaction on the original sales draft;
- f) you will not at any time during the term of this Agreement or until all amounts have been paid in full under this Agreement, grant or pledge any security interest or lien of any type in any Reserve Account, Settlement Account or in any of the transaction proceeds to any Person without our consent; and
- g) where you provide FNS, SNAP or WIC Benefits (as described in the Your Payments Acceptance Guide), you are an FNS authorized merchant and are not disqualified or withdrawn from redeeming food stamp coupons or otherwise disqualified or withdrawn by FNS.

# 10. Limitations on Liability; Exclusion of Consequential Damages

10.1 THIS AGREEMENT IS A SERVICE AGREEMENT. USE OF THE SERVICES, SOFTWARE OR ANY EQUIPMENT (INCLUDING ANY SERVICES, SOFTWARE OR EQUIPMENT PROVIDED BY OR THROUGH A THIRD PARTY) IS AT YOUR OWN RISK AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW THE SERVICES, EQUIPMENT AND ANY SOFTWARE IS PROVIDED "AS IS" AND WE DISCLAIM ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, MADE TO YOU OR ANY OTHER PERSON, INCLUDING ANY WARRANTIES REGARDING QUALITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR THAT SERVICES, EQUIPMENT OR ANY SOFTWARE WILL OPERATE UNINTERRUPTED OR ERROR FREE OR THAT THE SERVICES, EQUIPMENT OR SOFTWARE ARE SECURE, FREE OF

VIRUSES OR OTHER HARMFUL COMPONENTS, OR DO NOT INFRINGE THE RIGHTS OF ANY PERSON.

10.2 IN NO EVENT SHALL WE OR OUR AFFILIATES OR ANY OF OUR OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR SUBCON- TRACTORS, BE LIABLE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL THEORY FOR LOST PROFITS, LOST REVENUES, LOST BUSINESS OPPORTUNITIES, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EACH OF WHICH IS EXCLUDED BY AGREEMENT OF THE PARTIES, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER ANY PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.3 NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY (INCLUDING SECTION 26):

a) OUR CUMULATIVE LIABILITY FOR ALL LOSSES, CLAIMS, SUITS, CONTROVERSIES, BREACHES OR DAMAGES FOR ANY CAUSE WHATSOEVER (INCLUDING THOSE ARISING OUT OF OR RELATED TO THIS AGREEMENT AND ANY INDEMNITIES), REGARDLESS OF THE FORM OF ACTION OR LEGAL THEORY, SHALL NOT EXCEED, (I) \$50,000; OR (II) THE AMOUNT OF FEES RECEIVED BY US UNDER THIS AGREEMENT FOR SERVICES PERFORMED IN THE IMMEDIATELY PRECEDING 12 MONTHS, WHICHEVER IS LESS;

b) ANY LIABILITY THAT WE MAY HAVE TO YOU FOR ANY DELAY IN FUNDING TRANSACTIONS WILL BE LIMITED TO INTEREST COMPUTED FROM THE DATE THAT YOU SUBMIT THE TRANSACTION TO THE DATE THAT WE FUND THE TRANSACTION AT THE RATE OF THE FEDERAL FUNDS AS SET BY THE FEDERAL RESERVE BANK OF NEW YORK, NEW YORK, LESS ONE PERCENT (1%); AND

c) OUR LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY EQUIPMENT OR SOFTWARE SHALL NOT EXCEED THE PURCHASE PRICE OR PRIOR TWELVE MONTH'S RENT OR FEES, AS APPLICABLE, PAID TO US FOR THE PARTICULAR EQUIPMENT OR SOFTWARE INVOLVED.

# 11. Communications with Customers through the Services

11.1 You shall provide and obtain any disclosures and consents related to the E-SIGN Act that may be required in connection with your communications and agreements with your customers through the Services.

11.2 If you are able to discern any information about a particular entity or individual from the information available through Insightics or any other Service, either alone or with other information in your possession, you agree that the information may be subject to certain privacy, marketing,

insider trading, or other applicable laws and you shall limit your use and disclosure of that information in accordance with all applicable laws.

11.3 With respect to each customer who desires to receive marketing material, transaction receipts or other communications from you via text message or email, such customer must give the appropriate consent in writing; you are NOT permitted to add or modify a customer's consent indication on behalf of the Customer.

11.4 You (or your agents acting on your behalf) shall only send marketing materials or other communications to a customer's provided phone number, street address, and/or email address if the customer has specifically consented in writing executed by the customer.

11.5 If you offer any loyalty program to customers through the Services or otherwise, you are solely responsible for any and all offerings made available to customers in connection with your loyalty program (each, an Offer). The Offer and all of the related information, including branding (trademarks and logos) and images (collectively, the Content) are provided and determined by you. You are solely responsible for ensuring the accuracy of the Offer and Content.

11.6 By providing Content to us as part of our Services, you grant us the right and license to use, modify (e.g. for formatting and display purposes), publicly perform, publicly display, reproduce and distribute such Content on and through the Services, including any Software we make available to you. This license includes the right for us to make Content available to other users who may access and use your Content.

11.7 You are solely responsible for (a) fulfilling the terms of your Offers and determining the criteria for your customers to earn and redeem perks, rewards, stamps, credits or incentives (Rewards); and (b) honoring Rewards for eligible customers who earn those Rewards and you agree not to withdraw or terminate any Offer after it has been made publicly available to your customers without offering a reasonable alternative method for customers to redeem any Rewards related to the Offer.

11.8 You are solely liable for, and we shall have no liability in relation to, any costs or expenses (including refunds) associated with your Offers or Rewards or your failure to issue, accept, fulfill or redeem any Rewards

## 12. Confidentiality

12.1 You shall safeguard all confidential information we supply or otherwise make accessible to you (including the terms of this Agreement) using a reasonable degree of care. You shall only use our confidential information for the

purposes of this Agreement and shall not disclose our confidential information to any person, except as we may agree in advance and in writing. We acknowledge that you may be subject to public records laws for the State in which you are located and any non-exempt public records, which may include our confidential information, are subject to inspection and copying upon request by the public. If a Public Records request is made for our confidential information, you will provide us 10 days' prior notice of your intent to disclose the records so that we may seek a protective order or take other court action. If no such action is filed, you may disclose the records. At our request you shall return to us or destroy all of our confidential information in your possession or control.

12.2 You agree that breach of the restrictions on use or disclosure of our confidential information would result in immediate and irreparable harm to us, and money damages would be inadequate to compensate for that harm. We shall be entitled to equitable relief, in addition to all other available remedies, to redress any breach.

12.3 You may submit comments or ideas about our Services, including about how to improve our Services. By submitting any idea, you agree that: (a) we expressly disclaim any confidentiality obligations or use restrictions, express or implied, with respect to any idea; (b) your submission will be non-confidential; and (c) we are free to use and disclose any idea on an unrestricted basis without notifying or compensating you. You release us from all liability and obligations that may arise from our receipt, review, use or disclosure of any portion of any idea.

#### 13. Use of Data

13.1 You agree we may use Transaction Data for the purpose of providing additional products and services to you, other merchants, or third parties. This includes using Cardholder information, dates, transaction details, and other Transaction Data to provide you with analytics products and services as well as collecting using Transaction Data aggregated with other merchants' transaction data to provide you, other merchants, third parties with analytic products and services.

13.2 In the course of providing Services, we may collect information relating to activities on your network, including network configuration, TCP/ IP packet headers and contents, log files, malicious codes, and Trojan horses. We retain the right to use this information or aggregations of this information, in addition to the Transaction Data described above, for any reasonable purpose.

13.3 You agree that we may obtain relevant information from any applicable telecommunications provider you utilize, as necessary to investigate any allegation of fraud, suspected

fraud or other actual or alleged wrongful act by you in connection with the Services.

#### 14. Intellectual Property Rights

14.1 All right, title, and interest in and to all confidential information and intellectual property related to the Services (including the Marks, all Software, the content of any materials, web screens, layouts, processing techniques, procedures, algorithms, and methods and any updates, changes, alterations, or modifications to or derivative works from such intellectual property), owned, developed or licensed by us prior to, during the term of, or after this Agreement, or employed by us in connection with the Services, shall be and remain, as among the Parties, our or our affiliates', our vendors' or our licensors' (as applicable) sole and exclusive property and all right, title and interest associated with the Services, Equipment and Software not expressly granted by us in this Agreement are deemed withheld

You may not use our Marks in any manner, including in any advertisements, displays, or press releases, without our prior written consent.

14.2 You may not, nor may you permit any third party to do any of the following: (a) decompile, disassemble, reverse engineer, or otherwise attempt to reconstruct or discover by any means any source code, underlying ideas or algorithms of the Service, Software or Equipment (or any part), except to the extent that such restriction is expressly prohibited by law; (b) modify, translate, or alter in any manner, the Service, Software or Equipment (or any part) or the Marks; (c) create derivative works of or based on the Service (or any part), Software or the Marks; (d) except for backup and archival purposes, directly or indirectly copy the Service or any Software (or any part); (e) republish, upload, post, transmit, disclose, or distribute (in any format) the Service or Software (or any part) except as permitted in this Agreement; or (f) remove, relocate, or otherwise alter any proprietary rights notices from the Service, Software or documentation (or any part) or the Marks.

14.3 If we provide you with copies of or access to any Software or documentation, unless otherwise expressly stated in writing, that Software and documentation is provided on a personal, non-exclusive, non-transferable, non-assignable, revocable limited license for the period of your subscription to the applicable Service and solely for you to access and use the Software and documentation to receive the relevant Services for its intended purpose on systems owned or licensed by you. Software can only be used with certain computer operating systems and it is your responsibility to ensure that you have the appropriate hardware and software to use the Software.

14.4 You shall not take any action inconsistent with the stated title and ownership in this Section 14. You will not file any action, in any forum that challenges the ownership of any part of the Service or any Software, materials or documentation. Failure to comply with this provision will constitute a material breach of this Agreement. We have the right to immediately terminate your access to and use of the Service in the event of a challenge by you.

14.5 If you are acquiring any Services on behalf of any part of the United States Government (Government): (a) any use, duplication, or disclosure by the Government is subject to the restrictions set forth in subparagraphs (a) through (d) of the Commercial Computer Software-Restricted Rights clause of FAR 52.227-19 when applicable, or in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, and in similar clauses in the NASA FAR Supplement; and (b) we are the contractor/manufacturer, with the address set forth in this Agreement.

#### 15. Assignment

15.1 Any transfer or assignment of this Agreement by you, without our prior written consent (such consent not to be unreasonably withheld by us), by operation of law or otherwise, is voidable by us and, in such event we may: (a) suspend Services at any time and without notice, (b) hold you and your guarantors liable for all obligations incurred by such purchaser or transferee, and (c) offset funding and obligations incurred on your accounts without regard to whether such funding or obligations relate to activities of you or of such purchaser or transferee.

15.2 If you make an assignment (or provide a security interest) of receivables covered by this Agreement, then we may, at our option, elect to: (a) refuse to acknowledge such assignment unless accompanied by an authorization to both initiate debits or credits to the bank account of the assignee; (b) terminate this Agreement immediately; or (c) charge for any transfers that we are called upon to make manually to fulfill such an assignment at the rate of \$100 per transfer.

15.3 Processor may not assign or transfer this Agreement to any other Person without your prior written consent (such consent not to be unreasonably withheld by you). Subject to Card Organization Rules, Bank may assign or transfer this Agreement and its rights, duties and obligations hereunder, in whole or in part, to any Person, whether in connection with a change in sponsorship, as set forth in the preceding paragraph, or otherwise, without notice to you or your consent. In addition, another Visa and Mastercard member may be substituted for Bank under whose sponsorship this Agreement is performed with respect to Visa and Mastercard transactions. Upon such substitution, such other Visa and Mastercard member shall be responsible for all

obligations required of Bank, including full responsibility for its Card program and such other obligations as may be expressly required by applicable Card Organization Rules.

15.4 If this Agreement is assigned with our permission or by operation of law, the restriction against assignment shall continue to apply to the assignee, who will not be authorized to further assign this Agreement except as described in this Section.

#### 16. Terms; Events of Default

16.1 This Agreement becomes effective only when approved by our Credit Department. We reserve the right to immediately suspend or terminate your account and this Agreement if you fail to meet our credit policies even if your account has been activated to submit transactions prior to your approval by our Credit Department.

16.2 The initial term of this Agreement is three years from the date of your approval by our Credit Department (the Initial Term). After the Initial Term, subject to Section 16.3, this Agreement shall automatically extend for additional period of one year each (each an Extended Term).

16.3 A party may give written notice to the other party, not later than 30 days before the end of the Initial Term or the relevant Extended Term, to terminate this Agreement at the end of the Initial Term or the relevant Extended Term, as the case may be. Should you fail to notify us in writing that you wish to terminate this Agreement under this Section

16.3 you agree that you will continue to be charged certain fees pursuant to this Agreement even if you are not using your account. If you have an equipment lease, termination of this Agreement does not terminate that equipment lease.

16.4 We may terminate this Agreement or suspend any or all of the Services immediately and without notice in the following circumstances (each, a Default):

- a) a material adverse change in your business, financial condition, or business prospects;
- b) any assignment or transfer of voting control of you or your parent or sale of all or a substantial portion of your assets;
- c) irregular Card sales by you, excessive Chargebacks, noncompliance with any applicable data security standards, as determined by Servicers, or any Card Organization, or any other Person, or an actual or suspected data security breach, or any other circumstances which, in our sole discretion, may increase our exposure for your Chargebacks or otherwise present a financial or security risk to us;

d) you breach any of your representations, warranties or covenants in this Agreement or you default in any material respect in the performance or observance of this Agreement or in any agreement with any of our respective Affiliates, including the establishment or maintenance of funds in a Reserve Account or any failure to notify us of any change to the information in your merchant profile;

e) your actions come under investigation by any Card Organization resulting in the Card Organization directing us to terminate or suspend our Services or Agreement with you; or

f) you violate any applicable law or Card Organization Rule or we reasonably believe that termination of this Agreement or suspension of Services is necessary to comply with any law, including the rules and regulations promulgated by the Office of Foreign Assets Control of the U.S. Department of the Treasury.

16.5 We may suspend or terminate this Agreement or our provision of one or more Services to you without penalty if: (a) the Service is generally discontinued; (b) our arrangement with the Card Organization or third party vendor in relation to the Service expires or terminates; (c) we are directed to end the service to you by any Card Organization; (d) we are prevented from providing the Service by any law, regulation, requirement, ruling or notice issued in any form whatsoever by judicial or governmental authority; or (e) we are for any other reason no longer able to provide the Service.

16.6 We may also suspend Services to: (a) prevent damages to, or degradation of, our or a third party vendor or network's network integrity that may be caused by a third party; (b) comply with any law, regulation, court order or other governmental request which requires immediate action; or (c) otherwise protect us or a third party vendor from potential legal liability. To the extent commercially reasonable, we shall give notice to you before suspending any Services in these circumstances. If not commercially reasonable to give prior notice, we shall give notice to you as soon as commercially practicable thereafter. Availability of Services may vary due to events beyond the control of us or our third party vendors. In the event of a suspension of a Service under this Section, we or the applicable third party vendor shall promptly restore the Services after the event giving rise to the suspension has been resolved.

16.7 Subject to Section 16.8, you can terminate this Agreement if we notify you of an increase to your fees or add new fees and you notify us that you are terminating this Agreement within 30 days of our notice. If you do not notify us in the required period, you are deemed to have accepted the fee changes.

16.8 Your right to terminate under Section 16.7 does not apply to increases in rates or any other charges or new fees imposed on us by third parties (including the Card Organizations) which we pass on to you in accordance with Section 6.5 or where we adjust your fees in accordance with Section 6.4. Any termination in these circumstances shall be considered a breach of this Agreement

16.9 The expiration or termination of this Agreement shall not affect the obligations and rights of the parties pursuant to provisions of this Agreement which by their terms are intended to survive, including Sections 8, 10, 12, 14, 17, 19, 26 and 27. After expiration or termination of this Agreement or your subscription to a particular Service for any reason: (a) your right and license to access and use the Software and documentation associated with the Service shall immediately cease and, within five (5) days after such event, you shall either return to us or destroy all Software and documentation provided to you by us and shall so certify to us in writing; and (b) you shall continue to bear total responsibility for all transactions you have submitted to us and all Chargebacks, fees, Card Organization fines imposed on us as a result of your acts or omissions, credits and adjustments resulting from Card transactions processed pursuant to this Agreement, and all other amounts then due or which may become due under this Agreement. On termination due to a Default, all amounts owing to us shall be immediately due and payable.

16.10 If you file for protection under the U.S. bankruptcy code or any other laws relating to bankruptcy, insolvency, assignment for the benefit of creditors or similar laws, and you continue to use our Services, it is your responsibility to open new accounts to distinguish pre and post filing obligations. You acknowledge that as long as you utilize the accounts you established prior to such filing, we will not be able to systematically segregate your post-filing transactions or prevent set-off of the pre-existing obligations. In that event, you will be responsible for submitting an accounting record supporting any adjustments that you may claim.

16.11 The Card Organizations maintain merchant lists such as the Member Alert To Control High-risk (Merchants) (MATCH) who have had their merchant agreements or card acceptance rights terminated for cause. If this Agreement is terminated for cause, you

(a) agree that we may report your business name and the names and other information regarding your principals to the Card Organizations for inclusion on such list(s); and (b) waive and hold us harmless from and against any and all claims which you may have as a result of such reporting.

#### 17. Reserve

17.1 You agree that in addition to any other rights we have under this Agreement, we may establish a Reserve consisting of cash or other assets that we will hold to satisfy your obligations or potential obligations under this Agreement or any other agreement with us or our Affiliates.

17.2 The amount of the Reserve shall be set by us in our sole discretion based upon your processing history and the potential risk of loss to us, as we may determine.

17.3 The Reserve shall be fully funded upon three days' notice to you or immediately in instances of suspected fraud or a Default.

17.4 The Reserve may be funded by all or any combination of: (a) one or more debits to your Settlement Account or any other accounts held by Bank or any of its Affiliates, at any financial institution maintained in your name or in the name of any of your principals, or any of your guarantors, or if any of same are authorized signers on such account; (b) any payments otherwise due to you from us or our Affiliates; or (c) any other collateral that you agree to provide and we agree to accept in our mutual discretion.

17.5 If this Agreement is terminated by any party, an immediate Reserve may be established without notice in the manner provided above. In these circumstances, the Reserve will be held by us for 10 months after termination of this Agreement or for such longer period of time as is consistent with resolution of all liability from your Card acceptance including Chargebacks, fines, fees or obligations of any other kind.

17.6 Any funds we hold in Reserve represent general payment obligations to you which do not become due until all potential contingent liabilities arising from your Card transactions have expired or lapsed. We may set-off any obligations that you owe to us before returning the balance of the Reserve. Unless specifically required by law, you shall not be entitled to interest on any funds held by us in the Reserve, and we shall be entitled to accrued interest in such funds

17.6 If any funds we hold in Reserve are not sufficient to cover the Chargebacks, adjustments, fees and other charges and amounts due from you, or if the funds in Reserve have been released, you agree to promptly pay us such sums upon request.

#### 18. Account Information

18.1 You are solely responsible for: (a) ensuring the accuracy of all information and data regarding your business that you provide to us or our service providers in connection with the

Services, including any menus loaded onto a Device; (b) verifying that all information and data loaded onto a Device by us or our service providers at your request are accurate prior to your business use of such Device; and (c) immediately notifying us should any information you have provided to us become inaccurate or misleading. We and our service providers disclaim any and all liability arising out of any inaccuracies with respect to such information or data.

18.2 Upon request, you will provide us and our Affiliates quarterly financial statements within 45 days of the end of each fiscal quarter and annual audited financial statements within 90 days of the end of each fiscal year. Any financial statements provided must be prepared in accordance with generally accepted accounting principles. You will also provide other information concerning your business and your compliance with the terms and provisions of this Agreement as we may reasonably request.

18.3 You authorize us and our Affiliates to obtain from third parties financial and credit information relating to you in connection with our determination whether to accept this Agreement and our continuing evaluation of your financial and credit status. We may also access and use information which you have provided to us for any other reason.

18.4 Upon request, you shall provide to us and our Affiliates or our representatives or regulators (as well as those of the Card Organizations) reasonable access to your facilities and records for the purpose of performing any inspection (including of Equipment) and copying of books and records deemed appropriate. You shall pay the costs incurred by us or our Affiliates for such inspection, including costs incurred for airfare and hotel accommodation.

18.5 You authorize us to share information provided by you in your Application or otherwise with other relevant organizations, including those involved in the provision of the Services.

#### 19. Audit Rights

19.1 Upon notice to you, we may audit your usage, records and security, your customer's payment processing information, and the Services to ensure that (a) you are using the Services in full compliance with this Agreement; (b) all applicable fees have been paid; and; (c) you are in full compliance with all applicable laws, regulations and rules (including Card Organization Rules). Any such audit shall be conducted during regular business hours at your offices and shall not interfere unreasonably with your business.

19.2 You shall cooperate fully with any investigation or audit we or any Card Organization may undertake in relation to data security and you authorize us to share the details of any

questionnaire or compliance report with the Card Organizations

#### 20. Software Updates and Maintenance

20.1 We may perform maintenance on Software or Services which may result in service interruptions, delays, or errors. We will not be liable for any such interruptions, delays, errors, or bugs. You agree that we may contact you in order to assist you with the Software or Services and obtain information needed to identify and fix any errors.

20.2 We may, at our discretion, release enhancements, improvements or other updates to any Software. If we notify you of any such update, you shall integrate and install such update into your systems within thirty (30) days of your receipt of such notice. You acknowledge that failure to install any updates in a timely fashion may impair the functionality of the Software or Services. We shall have no liability for your failure to properly install the most current version of any Software or any update, and we shall have no obligation to provide support or services for any outdated versions.

20.3 You acknowledge and understand that certain Software can automatically install, download, and/or deploy updated and/or new components, which may include a new version of the Software itself. You shall not, in any event or in any manner, impede the update process. You agree to assume full responsibility and indemnify us for all damages and losses, of any nature, for all adverse results or third party claims arising from your impeding the update process.

20.4 We and our Wireless Vendor(s) reserve the right to make changes in the configuration of Wireless Services, Wireless Networks, Wireless Equipment, Wireless Software, rules of operation, accessibility periods, identification procedures, type and location of equipment, allocation and quantity of resources utilized, programming languages, administrative and operational algorithms and designation of the control center serving you at the particular address.

20.5 The default version and functionality of Clover software applications that are accessible at the time you acquire a Clover Device may vary.

## 21. Accessing Services via wireless services, the Internet or third parties

21.1 You may access certain of our Services through a Device using a wired (ethernet) or wireless (WiFi or cellular) connection to the internet. You are solely responsible for the payment of any fees that may be imposed by your internet/data provider. Your use of any Services accessed wirelessly or through the internet is subject to: (a) the terms of any agreements you have with your internet/data

provider; and (b) availability, transmission range and uptime of the services and any wireless equipment.

21.2 You agree that we shall not be liable to you for any claims, damages, losses, obligations, costs or expenses or other liability arising directly or indirectly from or otherwise concerning (a) any termination, suspension, delay or disruption of service (including billing for a service) by the internet, any common carrier or any third party service provider; (b) any failure, disruption or malfunction of any of the Services, the Internet, or any communications network, facility or equipment beyond our or a third party's reasonable control, whether or not attributable to one or more common carriers; (c) your failed attempts to access any Services or to complete transactions via any of the Services; or (d) any failure to transmit, obtain or collect data or for human, machine or software errors or faulty or erroneous input by you.

21.3 We may alter which Devices and browsers are approved as compatible with particular Services in our discretion.

21.4 If a Service relies on online connectivity to provide up-to-date data, you assume all risk, responsibility and liability associated with any transaction that you choose to conduct while the Service is offline.

#### 22. Service Integration

22.1 Unless otherwise agreed in writing, you have the sole responsibility to select and employ any competent programming agent(s) to accomplish any programming required to make your systems function correctly with our platforms (Integration). You shall be responsible for all technical support for your systems and Integration related issues. You agree that you will use commercially reasonable efforts to complete any Integration as soon as possible. You will be responsible for all of your own development and implementation costs associated with such Integration.

22.2 You acknowledge that unless and until you complete any Integration, no Services which require such Integration shall need be provided by us to you pursuant to this Agreement.

22.3 Upon your request to us, and upon payment of any applicable fees, we may provide you with set-up services to assist with any Integration.

#### 23. Security

23.1 You are solely responsible for establishing and maintaining Card Organization Rule compliant security policies and procedures to prevent unauthorized access to and use of Cardholder Information or any other data, including by implementing: (a) all steps required to comply

with the PCI DSS, including ensuring all third parties and software use by you in connection with your payment processing are compliant with PCI DSS; (b) appropriate controls to limit access to, and render unreadable prior to discarding, all Cardholder Information and other data; (c) firewalls, passwords and other appropriate security features to protect against unauthorized access to your terminals, systems, the Services and any Software by your employees, contractors, customers, or by any other person (including instituting appropriate controls to prevent employees or others from submitting credits that do not reflect bona fide returns or reimbursements of earlier transactions); and (d) any other reasonable protective techniques suggested by us. You are required to provide information to us regarding your PCI-DSS compliance when requested, including but not limited to an annual questionnaire that we will make available to you.

23.2 If you become aware of any loss, theft or unauthorized use of any data and/or any suspected breach of your systems or any suspicious transactions or fraudulent activity or if any other Data Security Event occurs, you shall (a) immediately notify us (and, as required under the Card Organization Rules, each Card Organization); (b) cooperate fully with any investigation into such matter by us or any Card Organization; (c) investigate the matter and perform all remedial actions reasonably specified by us; (d) not, without our prior written consent, take any action, or fail to take any action, which prejudices our rights under this Agreement; (e) not admit any liability, assume any financial obligation, pay any money, or incur any expense in connection with any Data Security Event without our prior written consent. If you do so, it will be at your own expense; and (f) grant us and our vendors the right to access and perform a scan of the IP addresses identified within your profile (and you agree and authorize payment for the additional scan). We reserve the right to deny you access to the Services, in whole or in part, if we believe that any loss, theft or unauthorized use of any data or access information has occurred.

23.3 You are responsible for all electronic communications sent to us or to any third party. When we receive communications from you we will assume you sent it to us.

23.4 You will not obtain ownership rights in any Cardholder Information. You must not use, disclose, store, sell or disseminate any Cardholder Information except for purposes of authorizing, completing and settling Card transactions and resolving any Chargebacks, retrieval requests or similar issues involving Card transaction.

#### 24. Supply of Equipment

24.1 We will sell to you, and you will buy from us Equipment identified in Equipment Documents as being sold to you (individually and collectively, the Purchased Equipment). We

will rent to you and you agree to accept and rent from us Equipment identified in Equipment Documents as being rented to you (individually and collectively, the Rental Equipment).

24.2 Any Equipment sold or rented to you is being sold or rented to you solely for business use and not for household or personal use.

24.3 Warranties, if any, for the Equipment or any related Software will be contained within the packaging and originate from the applicable third party provider or manufacturer (Vendor) not us.

24.4 YOU ACKNOWLEDGE THAT ANY EQUIPMENT AND/OR SOFTWARE YOU PURCHASE OR RENT FROM US MAY NOT BE COMPATIBLE WITH ANOTHER PROCESSOR'S SYSTEMS. WE DO NOT HAVE ANY OBLIGATION TO MAKE SUCH SOFTWARE AND/OR EQUIPMENT COMPATIBLE WITH ANY OTHER PROCESSING SYSTEMS. IF YOU ELECT TO USE ANOTHER PROCESSING SERVICE PROVIDER ON TERMINATION OF THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU MAY NOT BE ABLE TO USE THE EQUIPMENT AND/OR SOFTWARE RENTED OR PURCHASED UNDER THIS AGREEMENT.

24.5 We will provide you supplies as requested by you. You shall pay the purchase price for such supplies, plus shipping and handling charges, including all applicable tax, prior to delivery of the supplies or upon invoice, as specified by us, or at our option, such amounts will be collected by us by debits or deductions pursuant to this Agreement.

24.6 We will deliver the Equipment to the site you designate. You are deemed to have accepted each piece of Equipment at the earlier of: (a) your actual acceptance after installation; (b) delivery to you if your site is not prepared and ready for installation; or (c) for Equipment that we have not agreed to install for you, seven (7) days after shipment of each such piece of Equipment. The rental period for each piece of Rental Equipment starts on the date the Equipment is deemed accepted and terminates at the scheduled termination date in the Equipment Documents.

24.7 You will prepare the installation site(s) for the Equipment, including the power supply circuits and phone lines, in conformance with the manufacturer's and our specifications and will make the site(s) available to us by the confirmed shipping date. Any alterations required for installation of Equipment will be done at your expense.

24.8 You shall cause the Equipment to be operated by competent and qualified personnel in accordance with any operating instructions furnished by us or the manufacturer. You shall not use the Equipment, or permit the Equipment to

be used, in any manner or for any purpose for which the Equipment is not designed or reasonably suited.

- 24.9 You may not relocate, remove, disconnect, modify or in any way alter any Equipment without our prior consent.
- 24.10 You are responsible for safeguarding Equipment from (and shall immediately notify us of any) loss, damage, unauthorized use, misuse or theft.
- 24.11 You shall keep the Rental Equipment adequately insured against loss by fire, theft and all other hazards (comprehensive coverage). The loss, destruction, theft of or damage to the Rental Equipment does not relieve you of your obligation to pay the full purchase price or rent payable under this Agreement.
- 24.12 If Equipment is defective, you must immediately call the POS Help Desk. If necessary, we will assist you in obtaining replacement Equipment. If you fail to return any defective Equipment, you may be responsible for its replacement value and for any legal and/or collection costs incurred by the Equipment owner in connection with recovering Equipment.
- 24.13 Rented Equipment may not be subleased at any time and you must keep all Equipment free of any claims, liens and legal processes initiated by creditors.
- 24.14 Promptly upon termination of all applicable rental periods or promptly following any action by us following a Default, you shall deliver possession of all Rental Equipment (including all attachments and parts) to us at your cost in the same operating order, repair, condition and appearance that the Rental Equipment had at the time of its delivery to you, except for reasonable wear and tear. For each item of Rental Equipment not so returned 14 calendar days after (a) termination of the applicable rental period, or (b) any action by us following a Default, you agree to pay us the greater of \$250 or the fair market value of such item of Equipment if it were in the condition described above, as determined by us.
- 24.15 Except for Purchased Equipment that has been paid for in full, the Equipment shall remain our personal property and shall not under any circumstances be considered to be a fixture affixed to your real estate. You shall permit us to affix suitable labels or stencils to the Equipment indicating our ownership.
- 24.16 You shall return Equipment in accordance with the procedure set out in the Your Payments Acceptance Guide. Rental fees may be continued until Equipment is returned.
- 24.17 You hereby grant to us a security interest in (a) all Purchased Equipment and the related Software to secure payment of the purchase price; and (b) all Rental Equipment

- and the related Software to secure payment of the monthly payments and authorize us to file financing statements with respect to the Equipment and the Software in accordance with the Uniform Commercial Code, signed only by us or signed by us as your attorney-in-fact.
- 24.18 You agree that in order to access any Wireless Services, you must use wireless POS Terminals and accessories approved for use with the Wireless Services by us in our sole discretion (Wireless Equipment).
- 24.19 You agree to obtain any and all licenses, permits or other authorizations required by the Federal Communications Commission (FCC) or any other regulatory authority, if any, for the lawful operation of any Wireless Equipment used by you. You shall promptly provide us with all such information as we may reasonably request with respect to matters relating to the rules and regulations of the FCC.

#### 25. Compliance with Laws

- 25.1 You shall comply fully with the requirements of all applicable federal, state and local laws and regulations related to your use of Software, Equipment and each Service and provision and use of any Cardholder Information, customer information and other point of sale data in connection with the Services. You shall not use the Services for illegal purposes.
- 25.2 You are solely responsible for obtaining all required permits and monitoring legal developments applicable to the Services and the operation of your business, interpreting applicable laws and regulations, determining the requirements for compliance with all applicable laws and regulations, and maintaining an on-going compliance program.
- 25.3 NOTWITHSTANDING THE CAPABILITY OF CERTAIN SERVICES TO COLLECT AND STORE CUSTOMER INFORMATION AND TO ALLOW YOUR CUSTOMERS TO ELECT TO RECEIVE MARKETING MATERIALS FROM YOU, SOME STATES MAY LIMIT YOUR USE OF SUCH INFORMATION ONCE COLLECTED, EVEN IF THE CUSTOMER HAS PROVIDED HIS CONSENT, AND/OR YOUR DISCLOSURE OF SUCH INFORMATION TO THIRD PARTIES. YOU ACKNOWLEDGE AND AGREE THAT (a) YOUR USE OF ANY CUSTOMER INFORMATION OBTAINED IN CONNECTION WITH THE SERVICES MAY BE SUBJECT TO LOCAL, STATE, AND/OR FEDERAL LAWS, RULES, AND REGULATIONS, (b) YOU ARE SOLELY RESPONSIBLE FOR KNOWING SUCH LAWS, RULES, AND REGULATIONS, AND
- (c) YOU WILL AT ALL TIMES STRICTLY COMPLY WITH ALL SUCH LAWS, RULES, AND REGULATIONS.

#### 26. Responsibilities

26.1 You agree to be fully responsible for and hold us, our Affiliates and third party service providers harmless from and against all losses, liabilities, damages and expenses arising from:

(a) any breach or misrepresentation by you under this Agreement; (b) your or your employees' or your agents' negligence or willful misconduct, in connection with Card transactions or otherwise arising from your provision of goods and services to Cardholders; (c) your use of the Services, including any Software or Equipment provided under this Agreement; (d) any third party indemnifications we are obligated to make as a result of your actions (including indemnification of any Card Organization or Issuer); (e) your use of any Cardholder Information or other customer information obtained in connection with your use of the Services; (f) the content or delivery of any marketing messages that you send or cause to be sent to any customer; or (g) any other persons authorized or unauthorized access and/or use of any Service, Software or Equipment, whether or not using your unique username, password, or other security features.

26.2 Subject to the limitations set forth in Section 10.3, we agree to agree to be fully responsible for and hold you harmless from and against all losses, liabilities, damages and expenses directly resulting from any breach or misrepresentation by us under this Agreement or directly arising out of our or our employees' gross negligence or willful misconduct in connection with this Agreement; provided that this obligation shall only apply to Bank in relation to the services provided by it hereunder.

#### 27. Dispute Resolution

The parties agree to resolve disputes in accordance with this section.

27.1 Informal Resolution. In the event of any dispute or disagreement between the parties arising out of or relating to this Agreement (the "Dispute"), either party ("Notice Party") may provide written notice to the other party ("Receiving Party") in an attempt to informally resolve the Dispute, including a description of the issues ("Initial Notice"). If the parties' authorized representatives do not resolve the Dispute within ten (10) business days of delivery of the Initial Notice, then each party shall immediately refer the Dispute to an executive at the Vice President level. No proceedings for the resolution of such Dispute may begin until it has been elevated to the Vice President level, and the Vice President concludes, after a good faith effort to resolve the Dispute, that resolution through continued discussion is unlikely.

27.2 Litigation. Any Dispute not resolved within sixty (60) calendar days after a good faith effort to resolve the Dispute informally pursuant to Section 27.1 may be submitted to litigation. The parties agree that any litigation involving any Claim, regardless of whether the Claim is in contract, tort (including negligence), or otherwise or is legal or equitable in nature, that arises out of this Agreement that relates to the Services or the subject matter of this Agreement be brought exclusively in any appropriate state or federal court located in the State in which you are located.

27.4 Choice of Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State in which you are located (without regards to its choice of law provisions). The exclusive venue for any actions or claims arising under or related to this Agreement shall be in the appropriate state or federal court located in the State in which you are located.

27.5 Nothing in this Agreement will abrogate the defense of sovereign or governmental immunity if otherwise available to you.

#### 28. Notices

- 28.1 All notices and other communications required or permitted under this Agreement (other than those involving normal operational matters relating to the processing of Card transactions) shall be in writing and sent:
- a) if to you, to your email address or postal address appearing on the Application;
- b) if to Processor, to its address appearing on the confirmation page, with a copy to Attention: General Counsel's Office, 3975 N.W. 120th Avenue, Coral Springs, FL 33065; and
- c) if to Bank, to the address appearing on the confirmation page.
- 28.2 Notices shall be effective when actually received or, if sent by courier, when delivered. Notices sent to your last known e-mail address or postal address, as indicated in our records, shall constitute effective notice to you under this Agreement.
- 28.3 You must give us 30 days prior notice of any change to your address. Failure to provide us with a valid address may result in the termination of this Agreement.
- 28.4 Notwithstanding the above, all bankruptcy, credit reporting or collection related notices must be sent to the following address: Merchant Services Department, P.O. Box 675799 Marietta, GA 30006 Attn: Bankruptcy and Collection Notifications.

28.5 All notices must include your name(s) and merchant number(s).

#### 29. Communications

29.1 You agree that we, our affiliates and our third party subcontractors and/or agents, may use, in addition to any live agent calls, an automatic telephone dialing system, an artificial or pre-recorded voice, or both, to contact you at the telephone number(s) you have provided, and/or may leave a detailed voice message if you are unable to be reached, even if the number provided is a cellular or wireless number or if you have previously registered on a Do Not Call list or requested not to be contacted for solicitation purposes.

29.2 You consent to receiving commercial electronic messages, including email messages, SMS and text messages, and telephone calls, from us, our Affiliates, and our third party subcontractors and/or agents.

#### 30. Whole Agreement; Waiver; Severability

30.1 This Agreement constitutes the entire Agreement between the parties with respect to its subject matter, and supersedes any previous agreements and understandings.

30.2 A party's waiver of a breach of any term or condition of this Agreement shall not be deemed a waiver of any subsequent breach of the same or another term or condition.

30.3 Except with respect to Section 27, the parties intend every provision of this Agreement to be severable, and, if any part of this Agreement is not enforceable, the remaining provisions shall remain valid and enforceable.

#### 31. Amendment

31.1 We may modify this Agreement (including changing the fees or adding new fees) by 20 days written notice to you. Subject to Section 31.2, you may choose not to accept the change by terminating this Agreement by written notice within 30 days of our notice.

31.2 Notwithstanding Section 31.1, we may at any time modify this Agreement in accordance with Section 6.5 or to reflect changes in applicable law, the Card Organization Rules or security procedures and your right of termination shall not arise in such circumstances.

#### 32. Third Party Beneficiaries

32.1 Our Affiliates and any Persons we use in providing the Services are third party beneficiaries of this Agreement and each of them may enforce its provisions as if they are a party to it. The rights of the parties to rescind or agree to any variations, waiver or settlement under this Agreement are not subject to the consent of any Person.

32.2 Except as expressly provided in this Agreement, a person who is not a party to this Agreement shall have no rights or remedies under this Agreement.

#### 33. 6050W of the Internal Revenue Code

33.1 Under Section 6050W of the Internal Revenue Code, you will receive a Form 1099- K reporting the gross dollar amount of card transactions processed through your merchant account with us in each year.

33.2 Amounts reportable under Section 6050W are subject to backup withholding requirements. We will be required to perform backup withholding by deducting and withholding income tax from reportable transactions if (a) you fail to provide your taxpayer identification number (TIN) to us, or (b) if the IRS notifies us that the TIN (when matched with the name) provided by you is incorrect. Accordingly, to avoid backup withholding, it is very important that you provide us with the correct name and TIN that you use when filing your tax return that includes the transactions for your business.

#### 34. Export Compliance

34.1 You agree not to export or re-export any Software or Equipment or any underlying information except in full compliance with all applicable laws and regulations.

34.2 None of the Software or Equipment or any underlying information may be down- loaded or otherwise exported or re-exported (a) to any country to which the United States has embargoed goods (or any national or resident thereof); (b) to anyone on the United States Treasury Department's list of Specially Designated Nationals or the United States Commerce Department's Table of Deny Orders; or (c) in any manner not in full compliance with the requirements of the United States Bureau of Industry and Security and all applicable Export Administration Regulations.

34.3 If you have rightfully obtained Software or Equipment or any underlying information outside of the United States, you agree not to re-export the same except as permitted by the laws and regulations of the United States and the laws and regulations of the jurisdiction in which you obtained it. You warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

#### 35. No Investment Advice

35.1 We do not provide any business, investment or financial advice and are not advocating any business decision or the sale or purchase of any real property, stocks, bonds, or securities.

35.2 We expressly state, and you hereby acknowledge, that any information services are provided solely for informational purposes and are not to be used as a

substitute for independent financial investment advice nor are they intended to be relied upon by any person or entity, including you or your customers for the purposes of investment or other financial decisions.

#### 36. Interpretation; Definitions

36.1 The headings contained in this Agreement are for convenience of reference only and shall not in any way affect the meaning or construction of any provision of this Agreement. References in this Agreement to include, including, or in particular shall not be given a restrictive meaning and shall be interpreted without limitation. Reference to any legislation is to such legislation as amended or supplemented in the future.

36.2 Certain terms used in this Agreement are defined below:

Affiliate: a Person that, directly or indirectly, (i) owns or controls a party to this Agreement or (ii) is under common ownership or control with a party to this Agreement.

Anticipated Interchange and Program Pricing Level: your initial anticipated Card Organization interchange and program pricing rates.

Application: the application for Services executed by you.

Authorization: approval by, or on behalf of, the Issuer to validate a transaction. An Authorization indicates only that the Issuer has confirmed there is sufficient availability of funds on the Cardholder's account at the time the Authorization is requested.

Authorization and Capture: the communication of instructions from your POS or other systems to our computer systems, whether the communications are for authorization requests or any other capture of information.

Card: See either Credit Card or Debit Card.

Cardholder: the Person whose name is embossed on a Card and any authorized user of such Card, also referred to as a Card Member by American Express.

Cardholder Information: the data contained on a Card, or otherwise provided to you, that is required by the Card Organization or us in order to process, approve and/or settle a Card transaction, including the names, addresses and Card account numbers of Cardholders.

Card Organization: any entity formed to administer and promote Cards, including Mastercard Worldwide (Mastercard), Visa U.S.A., Inc. (Visa), DFS Services LLC (Discover Network), PayPal, Inc. (PayPal), American Express Travel Related Services Company, Inc. (American Express) and any applicable debit networks.

Card Organization Rules: the rules, regulations, releases, interpretations and other requirements (whether contractual or otherwise) imposed or adopted by any Card Organization and related authorities, including those of the PCI Security Standards Council, LLC and the National Automated Clearing House Association (including, with respect to EBTs, the Quest Operating Rules).

Chargeback: a Card transaction (or disputed portion) that is returned to us by the Issuer. You are responsible for payment to us for all Chargebacks.

Clover: Clover Network, Inc.

Clover Service: the website associated with the Clover Service, the object code version of Clover software applications (whether owned or licensed by Clover) resident on a Device at the time we provide you with the Device and the object code version of the software that enables the applications resident on a Device at the time of provisioning, and any related updates (including software maintenance or bug fixes) that are designed to assist with the management of your business and enable payment processing at the point of sale, and any materials, documentation and derivative works released by us.

Credit Card: a card bearing a valid Mark of Visa, Mastercard, Discover Network, PayPal or American Express (or any other Card Organization specified by us in writing) and authorizing the Cardholder to buy goods or services on credit.

Credit Limit: the credit line set by the Issuer for the Cardholder's Credit Card account.

Data Security Event: any actual or suspected unauthorized or fraudulent access to (or use, disclosure, or alteration of)
Transaction Data (including but not limited to Cardholder Information) whether consisting of a single event, a continuous course of events, or a series of related events.

Debit Card: a card bearing a valid Mark of Visa, Mastercard, Discover Network or American Express or any debit network that is used to access funds in a Cardholder's bank account or a prepaid account.

Device: a tablet, smartphone, or other mobile or fixed form factor identified by us as compatible with and capable of accessing and/or supporting a particular Service.

Discount Rate: a percentage rate or amount charged to a merchant for processing its qualifying daily Credit Card and Non-PIN Debit transactions, as set forth in the Application.

Dispute: any dispute, claim, or controversy related to or arising under any aspect of your relationship with us, whether directly with Processor and/or Bank, or indirectly with any other person or entity related to the relationship, and arising at any time during, before, or after that relationship.

EMV Upgrade Costs: the costs you agree to incur to upgrade payment acceptance and processing hardware and software to enable you to accept and process EMV-enabled Cards in a manner compliant with the PCI DSS.

Equipment: equipment rented to or purchased by you under this Agreement and any Equipment Documents.

Equipment Documents: documents setting out additional terms on which Equipment is rented to or purchased by you under this Agreement.

General Terms: these general terms and conditions on which the Services are provided, including any amendments or modifications.

Foreign Currency: a currency other than the Local Currency and supported by us for a particular service.

GeP Transaction: a card not present transaction between you and a Cardholder using a card type approved by us, in which you present the price for the product or service in a Foreign Currency in a card not present environment and the Cardholder authorizes (a) the price in a Foreign Currency to be submitted to a Card Organization for settlement, and (b) that the Cardholder's account will be charged for the price in the Foreign Currency.

GeP Service: the merchant pricing of goods and services in a Foreign Currency and the activity undertaken by us and/or a GeP Service Provider to authorize, process, and settle GeP Transactions.

Issuer: the financial institution or Card Organization that has issued a Card to a Person.

Local Currency: the currency associated with your place of domicile and approved by us.

Marks: names, logos, emblems, brands, service marks, trademarks, trade names, tag lines or other proprietary designations.

Merchant Account: shall mean an account set up for a merchant that requires a card processor, bank, merchant ID, terminal ID, merchant account number, or otherwise named unique merchant number. Multiple physical or virtual storefronts that process transactions under the same unique merchant number shall be deemed as one (1) Merchant Account.

Merchant Account Number: a number that numerically identifies each merchant location, outlet, or line of business to us for accounting and billing purposes.

MID: merchant identification number.

Mitigation Service: a service provided to a Cardholder whose information is the subject of a Data Security Event, where the primary purpose of the service is to mitigate the effects of the Data Security Event, including identity theft education and assistance and credit monitoring.

Non-PIN Debit: a transaction using a Debit Card that is processed without the use of a PIN.

Non-Qualified Fee: the difference between the interchange or program pricing associated with the Anticipated Interchange and Program Pricing Level and the interchange or program pricing associated with the more costly interchange or program pricing level at which the transaction actually processed.

Non-Qualified Surcharge: a surcharge applied to any transaction that fails to qualify for the Anticipated Interchange and Program Pricing Level and is therefore downgraded to a more costly interchange or program pricing level. The Non-Qualified Surcharge (the amount of which is set out on the Fee Schedule) is in addition to the Non-Qualified Fee, which is also your responsibility.

PCI: Payment Card Industry.

PCI DSS: Payment Card Industry Data Security Standard, as amended from time to time.

Person: an individual, corporation, partnership, sole proprietorship, trust, association or any other legally recognized entity or organization, other than you or us.

PIN: a Personal Identification Number entered by the Cardholder to submit a PIN Debit transaction.

PIN Debit: a transaction using a Debit Card where a Cardholder-enters a PIN via a PIN Pad.

Reserve: funds that are otherwise payable to you which we hold to secure your obligations under this Agreement, pursuant to Section 17 of this Agreement. The Reserve may also refer to other collateral that you may provide to us to secure such obligations. References to "Reserve Account" shall refer to our records and accounting of such funds or other collateral.

Security Event Expenses: means: (a) any obligation that you have to us arising from a Data Security Event, including EMV Upgrade Costs; (b) the cost of a security assessment conducted by a qualified security assessor approved by a Card Organization or PCI to determine the cause and extent of a Data Security Event; and (c) any reasonable fees or expenses incurred by us, or by you with our prior written consent, for any Mitigation Service specifically approved by

us in writing but only if the Mitigation Service is provided within one (1) year after discovery of the relevant Data Security Event.

Servicers: Bank and Processor collectively. The words "we," "us" and "our" refer to Servicers, unless otherwise indicated.

Services: the activities undertaken by us to authorize, process and settle Card transactions undertaken by Cardholders at your location(s), and all other services provided by us under this Agreement.

Settlement Account: an account or account(s) at a financial institution designated by you as the account to be debited and credited by us for Card transactions, fees, Chargebacks and other amounts due under this Agreement or in connection with this Agreement.

Software: all software, computer programs, related documentation, technology, know-how and processes embodied in the Equipment i.e. firmware or otherwise provided to you under this Agreement. For the avoidance of doubt, the term Software shall not include any third party software available as part of a Third Party Service or which may be obtained by you separately from the Services (e.g. any applications downloaded by you through an application marketplace).

Third Party Services: services, products, promotions or applications provided by someone other than us.

Transaction Data: data collected as part of performing Services for you.

Transaction Rate: the then-current Foreign Currency exchange rate used by the Card Organizations or their designee to convert the net funding amount into the Local Currency.

Wireless Networks: certain cellular telephone and data networks to which we have access though Wireless Vendors

Wireless Services: wireless data communication services that use radio base stations and switching offered by Wireless Networks in order to allow you to capture and transmit to us certain wireless Card Authorization transactions or to transmit other communications to our system.

Wireless Software: wireless software (including any documentation relating to or describing the wireless software) downloaded by you or your designee from our systems onto the Wireless Equipment.

Wireless Vendors: one or more third party vendors selected by us in our sole discretion through whom we have acquired the right to resell Wireless Services. You, Your: the merchant signing this Agreement.

Your Payments Acceptance Guide: the information prepared by us, containing operational procedures, instructions and other rules and requirements relating to Card transactions.



### **Baldwin County Commission**

#### **Agenda Action Form**

File #: 23-0259, Version: 1 Item #: CM1

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 12/05/2022

Item Status: New

From: Cian Harrison, Clerk / Treasurer

Submitted by: Christie Bezoari, Accounting Manager

#### ITEM TITLE

Notice of Termination Document Regarding the PNC Bank ATM Machine at the Baldwin County Courthouse in Bay Minette

#### STAFF RECOMMENDATION

Accept and authorize the Chairman to execute the Notice of Termination document received from PNC Bank, to become effective on December 17, 2022, regarding the ATM machine located at the Bay Minette Courthouse.

#### **BACKGROUND INFORMATION**

**Background:** PNC Bank, previously BBVA Compass, ATM machines were installed in the Courthouses in 2013. PNC Bank sent a letter dated August 29, 2022, requesting that the ATM machines be removed effective November 30, 2022 from Foley and Fairhope. The Commission approved the termination at the November 1, 2022, regular meeting. Staff received a second letter from PNC Bank dated November 17, 2022, requesting the removal of the ATM machine at the Bay Minette Courthouse.

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

<u>11/01/2022</u> - The BCC approved the termination notice for ATM Machines at the Foley and Fairhope Satellite Courthouses.

<u>06/18/2013</u> - The BCC approved the ATM License Agreements.

#### 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: Christie Bezoari and Administrative staff

Action required (list contact persons/addresses if documents are to be mailed or emailed): Administrative staff will have Chairman sign the notice and provide a copy to Christie Bezoari, who will then send the document via email, as requested, to Michael Dunlap of PNC Bank.

Additional instructions/notes: N/A



Michael Dunlap Vice President 239-949-6903 michael.dunlap@pnc.com

November 17, 2022

Baldwin County Commisssion
Administration Department
312 Courthouse Square, Suite 12
Bay Minette, AL 36507

#### VIA EMAIL

Re: Notice of Termination of ATM Placement Agreement – Baldwin County Courthouse

To Whom It May Concern:

PNC Bank, National Association ("PNC"), a national banking association, has been operating an ATM(s) pursuant to an ATM Placement Agreement with you (as amended, the "Agreement").

Please accept this letter as notification of our intent to terminate the Agreement ("Termination Notice"), effective thirty (30) days from the date of this Termination Notice. Additionally, this letter sets forth the terms PNC proposes regarding removal of the ATM. The terms are as follows:

- (1) As part of the termination, PNC shall remove the ATM(s). The ATM removal process will be coordinated with you.
- (2) The parties hereby intending to be legally bound, do remise, release and forever discharge the other and their affiliated entities, their officers, directors, employees and agents, and their successors, assigns, heirs, executors and administrators (hereinafter "Releases"), from any and all manner of actions and causes of action, suits, debts, claims

A member of The PNC Financial Services Group



Sincerely,

Michael Dunlap Vice President 239-949-6903 michael.dunlap@pnc.com

and demands whatsoever, in law or equity, including any claims for attorneys' fees or costs, which he ever had, now has, or hereafter may have, against Releases, or which his heirs, executors, or administrators hereafter may have, by reason of any matter, cause or thing whatsoever, from the beginning of the world to the date of these presents, and particularly, but without limitation of the foregoing general terms, any claims arising from or relating in any way to the Agreement described above.

(3) This document embodies the entire terms and conditions of this Termination Notice as described herein. It is further expressly warranted by the parties that no promise or inducement has been offered except as offered herein. Each party hereto acknowledges that such party fully understands and agrees with this Termination Notice and its terms.

| PNC ATM Banking                              |                              |
|--|------------------------------|
| Receipt and Acceptance of Termination Notice | e Baldwin County Courthouse: |
| By:  |                              |
| Name:  |                              |
| Title:                                       |                              |



### **Baldwin County Commission**

#### **Agenda Action Form**

Meeting Type: BCC Regular Meeting

**Meeting Date:** 12/5/2022

Item Status: New

From: Cian Harrison, Clerk / Treasurer and Eva Cutsinger, Chief Compliance Officer

Submitted by: Makayla Shiver, Staff Accountant

#### **ITEM TITLE**

\*Publication of Baldwin County's Draft Unaudited Financial Status

#### STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the one-time publication of the statements of the county's draft unaudited financial status for the 12-month period ending on September 30, 2022, in all Gulf Coast Newspapers as required by the Code of Alabama 1975, Section 11-3-21; and
- 2) Authorize the Chairman for the Baldwin County Commission to sign and certify that the statements reflect the true pre-close financial condition and operating statement of the Baldwin County Commission, for the period beginning October 1, 2021, and ending September 30, 2022.

#### **BACKGROUND INFORMATION**

Previous Commission action/date: N/A

**Background:** As required by the <u>Code of Alabama</u> 1975, Section 11-3-21, the Commission must formally approve publication of the unaudited financial status in a newspaper of general circulation.

Section 11-3-21

Statement of financial status - Required.

As soon as practical after closing the fiscal year, but no later than December 31st of each year, the County Commission shall have published in a newspaper of general circulation in the county a statement of the county's financial status for the 12-month period ending on September 30th of that year, which statement shall include at a minimum all of the following:

(1) An itemized report of the county's receipts by source and disbursements by functions or purposes or both.

- (2) The outstanding indebtedness of the county of any kind or character.
- (3) The schedule by years for retiring indebtedness, separating funded indebtedness from unfunded indebtedness.
- (4) The resources available to pay unfunded indebtedness.

(Code 1876, §750; Code 1886, §830; Code 1896, §962; Code 1907, §3317; Acts 1919, No. 330, p. 451; Code 1923, §6766; Acts 1927, No. 592, p. 691; Acts 1935, No. 524, p. 1111; Acts 1936-37, Ex. Sess., No. 216, p. 258; Code 1940, T. 12, §22; Act 2007-488, p. 1037, §1.)

#### FINANCIAL IMPACT

Total cost of recommendation: N/A

Budget line item(s) to be used: 10051700.52530

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

#### LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?  $\ensuremath{\mathsf{N/A}}$ 

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: The document must be published by all Gulf Coast Newspapers by December 31, 2022.

Individual(s) responsible for follow up: Makayla Shiver, Finance and Accounting.

Action required (list contact persons/addresses if documents are to be mailed or emailed): Ensure documents are signed for confirmation and attestation and forward documents for publication in all Gulf Coast Newspapers.

Additional instructions/notes: N/A

## Baldwin County Commission Balance Sheet - Governmental Funds September 30, 2022 UNAUDITED WORKING DRAFT

|   | General Fund      | Gasoline Tax<br>Fund | Capital Projects<br>Fund | Coronavirus Rescue<br>Act Fund | Debt Service<br>Fund | Total Nonmajor<br>Funds | Total Governmental<br>Funds |
|---|-------------------|----------------------|--------------------------|--------------------------------|----------------------|-------------------------|-----------------------------|
| <u>Assets</u>                                       |                   |                      |                          |                                |                      |                         |                             |
| Cash and Cash Equivalents                           | \$ 70,361,148.53  | \$ 22,090,497.40     | \$ 447,483.23            | \$ 28,448,569.61               | \$ 12,650.43         | \$ 46,137,571.79        | \$ 167,497,920.99           |
| Cash with Fiscal Agent                              | -                 | -                    | -                        | -                              | 3,968,912.88         | -                       | 3,968,912.88                |
| Taxes Receivable                                    | 49,346,765.17     | 3,324.19             | -                        | -                              | -                    | 8,377,915.16            | 57,728,004.52               |
| Due From Other Funds                                | 808,926.91        | ,<br>-               | -                        | -                              | -                    | 275.06                  |                             |
| Receivables Net (Note 4)                            | 19,346,818.71     | 1,035,316.59         | 38,491,700.23            |                                | _                    | 231,073.89              | 59,104,909.42               |
| Interest Receivable on Advances To Other Funds      |                   | -,,                  | -                        | _                              | _                    |                         | -                           |
| Inventories   | 1,804.54          | _                    | -                        | _                              | _                    | -                       | 1,804.54                    |
| Prepaid Items                                       | 548,723.75        | _                    | _                        | _                              | _                    | _                       | 548,723.75                  |
| Advances To Other Funds                             | 540,725.75        | _                    | _                        | _                              | _                    | 6,958,717.47            | 6,958,717.47                |
| Capital Assets Depreciable, Net                     | _                 | _                    | _                        | _                              | _                    | 41,606.27               | 41,606.27                   |
| Total Assets  | 140,414,187.61    | 23,129,138.18        | 38,939,183.46            | 28,448,569.61                  | 3,981,563.31         | 61,747,159.64           | 296,659,801.81              |
| Total Assets  | 140,414,167.01    | 23,123,136.16        | 38,535,183.40            | 20,440,303.01                  | 3,961,303.31         | 01,747,133.04           | 290,039,801.81              |
| <u>Liabilities</u>                                  |                   |                      |                          |                                |                      |                         |                             |
| Payables (Note 8)                                   | \$ 18,262,683.23  | \$ 1,347,352.81      | \$ 534,045.65            | \$ 17,697.22                   | \$ -                 | \$ (1,850,892.24)       |                             |
| Due To Other Funds                                  | -                 | -                    | 610,326.59               | -                              | -                    | 198,867.05              | 809,193.64                  |
| Accrued Wages Payable                               | 182,477.44        | 96,278.59            | -                        | -                              | -                    | 70,034.94               | 348,790.97                  |
| Unearned Revenue                                    | 5,540,415.44      | 410,202.89           | -                        | -                              | -                    | 1,678,174.00            |                             |
| Advances From Other Funds                           | 6,958,717.47      | -                    | -                        | -                              | -                    | -                       | 6,958,717.47                |
| Total Liabilities                                   | 30,944,293.58     | 1,853,834.29         | 1,144,372.24             | 17,697.22                      | -                    | 96,183.75               | 34,056,381.08               |
| Deferred Inflows of Resources                       |                   |                      |                          |                                |                      |                         |                             |
| Deferred Property Taxes                             | 47,843,570.80     | -                    | -                        | -                              | -                    | 8,377,915.16            | 56,221,485.96               |
| Total Deferred Inflows of Resources                 | 47,843,570.80     | -                    | -                        | -                              | -                    | 8,377,915.16            | 56,221,485.96               |
| Total Liabilities and Deferred Inflows of Resources | 78,787,864.38     | 1,853,834.29         | 1,144,372.24             | 17,697.22                      | -                    | 8,474,098.91            | 90,277,867.04               |
| Fund Balances                                       |                   |                      |                          |                                |                      |                         |                             |
| Nonspendable  |                   |                      |                          |                                |                      |                         |                             |
| Inventories   | 158.83            | -                    | -                        | -                              | -                    | -                       | 158.83                      |
| Prepaid Items                                       | 192,295.77        | _                    | -                        | _                              | -                    | -                       | 192,295.77                  |
| Term Endowments                                     | ,<br>-            | _                    | _                        | _                              | _                    | 16,161,101.70           | 16,161,101.70               |
| Restricted  |                   |                      |                          |                                |                      | , ,                     | , ,                         |
| Capital Projects                                    | -                 | -                    | 59,689,939.73            | -                              | -                    | 163,135.87              | 59,853,075.60               |
| Debt Service  | -                 | -                    | -                        | -                              | 4,650,453.57         | -                       | 4,650,453.57                |
| Highways and Roads                                  | _                 | 551,750.98           | _                        | _                              | -                    | 2,291,277.37            | 2,843,028.35                |
| Other Purposes                                      | 623,836.90        | -                    | -                        | _                              | -                    | 22,825,277.54           | 23,449,114.44               |
| Committed   | ,                 |                      |                          |                                |                      | ,,                      | -, -,                       |
| Other Purposes                                      | 3,944,473.90      | _                    | _                        | _                              | _                    | _                       | 3,944,473.90                |
| Assigned  | 2,2 : 1, :: 2:22  |                      |                          |                                |                      |                         | 5,5, 5.5 .                  |
| Capital Projects                                    | _                 | _                    | _                        | _                              | _                    | 68,084.24               | 68.084.24                   |
| Debt Service  | -                 | -                    | _                        | -                              | 14,381.47            | -                       | 14,381.47                   |
| Encumbrances  | 2,038,445.80      | 4,216,081.69         | 4,219.88                 | _                              | - 1,002111           | 63,952.86               |                             |
| Highways and Roads                                  | 2,030,443.00      | 18,039,563.02        | -,215.00                 | _                              | _                    | 363,748.51              |                             |
| Other Purposes                                      | _                 | -                    | _                        |                                | -                    | 2,644,349.97            | 2,644,349.97                |
| Other Purposes                                      | _                 | -                    | _                        | 8,151.64                       | -                    | 2,044,343.37            | 8,151.64                    |
| Unassigned  | 54,827,112.03     | (1,532,091.80)       | (21,899,348.39)          | 28,422,720.75                  | (683,271.73)         | 8,692,132.67            | 67,827,253.53               |
| Total Fund Balances (deficits)                      | 61,626,323.23     | 21,275,303.89        | 37,794,811.22            | 28,430,872.39                  | 3,981,563.31         | 53,273,060.73           | 206,381,934.77              |
| Total Liabilities and Fund Balances (deficits)      | \$ 140,414,187.61 | \$ 23,129,138.18     | \$ 38,939,183.46         | \$ 28,448,569.61               | \$ 3,981,563.31      | \$ 61,747,159.64        | \$ 296,659,801.81           |

## Baldwin County Commission Statement of Revenues, Expenditures and Changes in Fund Balances - Governmental Funds For the Year Ended September 30, 2022 UNAUDITED WORKING DRAFT

|   | General Fund     | Gasoline Tax<br>Fund | Capital Projects<br>Fund | Coronavirus Rescue<br>Act Fund | Debt Service<br>Fund | Total Nonmajor<br>Funds | Total<br>Governmental<br>Funds |
|---|------------------|----------------------|--------------------------|--------------------------------|----------------------|-------------------------|--------------------------------|
| <u>Revenues</u>                                   |                  |                      |                          |                                |                      |                         |                                |
| Taxes   | \$ 84,010,772.85 | \$ 8,549,668.94      | \$ -                     | \$ -                           | \$ -                 | \$ 8,617,914.29         | \$ 101,178,356.08              |
| Licenses and Permits                              | 2,111,483.14     | -                    | -                        | -                              | -                    | 582,758.59              | 2,694,241.73                   |
| Intergovernmental                                 | 5,336,550.31     | 4,030,447.89         | -                        | 32,686,651.10                  | -                    | 30,993,539.87           | 73,047,189.17                  |
| Charges for Services                              | 15,473,201.28    | 173,002.34           | -                        | -                              | -                    | 2,277,566.83            | 17,923,770.45                  |
| Fines and Forfeits                                | 15,131.35        | -                    | -                        | -                              | -                    | -                       | 15,131.35                      |
| Miscellaneous                                     | 16,341,229.24    | 623,825.15           | 14,579.55                | 186,337.91                     | 8,403.89             | 7,422,174.46            | 24,596,550.20                  |
| Total Revenues                                    | 123,288,368.17   | 13,376,944.32        | 14,579.55                | 32,872,989.01                  | 8,403.89             | 49,893,954.04           | 219,455,238.98                 |
| Expenditures Current:                             |                  |                      |                          |                                |                      |                         |                                |
| General Government                                | 39,292,317.44    | _                    | -                        | 3,209,204.39                   | 21,680.00            | 21,054,149.54           | 63,577,351.37                  |
| Public Safety                                     | 36,046,335.06    | _                    | -                        | 783,414.89                     | ,                    | 12,079,344.18           | 48,909,094.13                  |
| Highways and Roads                                | -                | 26,161,594.88        | -                        | -                              | _                    | 3,751,788.23            | 29,913,383.11                  |
| Health  | 700,735.05       | -                    | _                        | _                              | _                    | 1,327,943.02            | 2,028,678.07                   |
| Welfare   | 782,769.40       | _                    | -                        | -                              | _                    | -                       | 782,769.40                     |
| Culture and Recreation                            | 2,920,814.49     | _                    | -                        | -                              | _                    | -                       | 2,920,814.49                   |
| Education   | 72,487.41        | _                    | _                        | _                              | _                    | _                       | 72,487.41                      |
| Capital Outlay                                    | 3,302,168.95     | 9,205,311.82         | 19,048,515.02            | 457,648.98                     | _                    | 2,224,001.22            | 34,237,645.99                  |
| Sanitation  | -                | -                    | -                        | -                              | _                    | 64,229.72               | 64,229.72                      |
| Debt service:                                     |                  |                      |                          |                                |                      | , -                     | - , -                          |
| Principal retirement                              | -                | _                    | -                        | -                              | 25,050,562.20        | -                       | 25,050,562.20                  |
| Interest and Fiscal Charges                       | 214,730.93       | -                    | -                        | -                              | 3,843,259.24         | -                       | 4,057,990.17                   |
| Issuance Costs                                    | -                | _                    | -                        | -                              | 5,038.45             | -                       | 5,038.45                       |
| Total Expenditures                                | 83,332,358.73    | 35,366,906.70        | 19,048,515.02            | 4,450,268.26                   | 28,920,539.89        | 40,501,455.91           | 211,620,044.51                 |
| Excess (Deficiency) of Revenues over Expenditures | 39,956,009.44    | (21,989,962.38)      | (19,033,935.47)          | 28,422,720.75                  | (28,912,136.00)      | 9,392,498.13            | 7,835,194.47                   |
| Other Financing Sources (Uses)                    |                  |                      |                          |                                |                      |                         |                                |
| Transfers In                                      | 453,111.04       | 21,362,409.46        | -                        | -                              | 28,228,864.27        | 2,091,568.51            | 52,135,953.28                  |
| Proceeds from Sale of Capital Assets              | 23,827.43        | 2,774,964.88         | -                        | -                              | -, -,                | -                       | 2,798,792.31                   |
| Transfers Out                                     | (42,783,793.13)  | (3,679,503.76)       | (2,865,412.92)           | _                              | _                    | (2,791,933.97)          | (52,120,643.78)                |
| Total Other Financing Sources (Uses)              | (42,306,854.66)  | 20,457,870.58        | (2,865,412.92)           | -                              | 28,228,864.27        | (700,365.46)            | 2,814,101.81                   |
| Net Change in Fund Balances                       | (2,350,845.22)   | (1,532,091.80)       | (21,899,348.39)          | 28,422,720.75                  | (683,271.73)         | 8,692,132.67            | 10,649,296.28                  |
| Fund Balances - Beginning                         | 63,977,168.45    | 22,807,395.69        | 59,694,159.61            | 8,151.64                       | 4,664,835.04         | 44,580,928.06           | 195,732,638.49                 |
| Fund Balances - Ending                            | \$ 61,626,323.23 | \$ 21,275,303.89     | \$ 37,794,811.22         | \$ 28,430,872.39               | \$ 3,981,563.31      | \$ 53,273,060.73        | \$ 206,381,934.77              |

#### Baldwin County Commission Statement of Net Position - Proprietary Funds September 30, 2022 UNAUDITED WORKING DRAFT

|   | So | lid Waste Fund | Solid Waste<br>ollection Fund | T( | otal Enterprise<br>Funds |
|---|----|----------------|-------------------------------|----|--------------------------|
| <u>Assets</u>   |    |                |                               |    |                          |
| <u>Current Assets</u>                                   |    |                |                               |    |                          |
| Cash and Cash Equivalents                               | \$ | 29,904,183.85  | \$<br>5,038,186.12            | \$ | 34,942,369.97            |
| Receivables Net (Note 4)                                |    | 1,229,077.09   | 194,512.68                    |    | 1,423,589.77             |
| Prepaid Items   |    | 523.84         | -                             |    | 523.84                   |
| Total Current Assets                                    |    | 31,133,784.78  | 5,232,698.80                  |    | 36,366,483.58            |
| Noncurrent Assets                                       |    |                |                               |    |                          |
| Restricted Cash and Cash Equivalents                    |    | 4,027.11       | -                             |    | 4,027.11                 |
| Capital Assets Nondepreciable                           |    | 7,436,737.00   | -                             |    | 7,436,737.00             |
| Capital Assets Depreciable, Net                         |    | 12,282,418.69  | 4,581,626.33                  |    | 16,864,045.02            |
| Total Noncurrent Assets                                 |    | 19,723,182.80  | 4,581,626.33                  |    | 24,304,809.13            |
| Total Assets  |    | 50,856,967.58  | 9,814,325.13                  |    | 60,671,292.71            |
| Deferred Outflows of Resources                          |    |                |                               |    |                          |
| Deferred Outflows Related to Net Pension Liability      |    | 444,655.77     | 561,680.00                    |    | 1,006,335.77             |
| Deferred Outflow OPEB                                   |    | 90,683.25      | 153,579.79                    |    | 244,263.04               |
| Total Deferred Outflows of Resources                    |    | 535,339.02     | 715,259.79                    |    | 1,250,598.81             |
| <u>Liabilities</u>                                      |    |                |                               |    |                          |
| Current Liabilities                                     |    |                |                               |    |                          |
| Payables (Note 8)                                       |    | 368,733.67     | 642,613.24                    |    | 1,011,346.91             |
| Accrued Wages Payable                                   |    | 29,972.20      | 33,224.05                     |    | 63,196.25                |
| Compensated Absences - Current                          |    | 97,728.15      | 110,683.38                    |    | 208,411.53               |
| Estimated Liability for Landfill Closure/ Postclosure - |    | ,              | •                             |    | ,                        |
| Current   |    | 315,543.49     | -                             |    | 315,543.49               |
| Total Current Liabilities                               |    | 811,977.51     | 786,520.67                    |    | 1,598,498.18             |
| Noncurrent Liabilities                                  |    |                |                               |    |                          |
| Compensated Absences - Longterm                         |    | 185,258.75     | 198,327.30                    |    | 383,586.05               |
| Estimated Liability for OPEB                            |    | 345,253.00     | 593,403.00                    |    | 938,656.00               |
| Estimated Liability for Landfill Closure/ Postclosure - |    |                |                               |    |                          |
| Longterm  |    | 4,616,927.26   | -                             |    | 4,616,927.26             |
| Net Pension Liability                                   |    | 1,769,069.43   | 1,673,367.14                  |    | 3,442,436.57             |
| Total Noncurrent Liabilities                            |    | 6,916,508.44   | 2,465,097.44                  |    | 9,381,605.88             |
| Total Liabilities                                       |    | 7,728,485.95   | 3,251,618.11                  |    | 10,980,104.06            |
| Deferred Inflows of Resources                           |    |                |                               |    |                          |
| Deferred Pension Contributions                          |    | 172,864.77     | 274,280.99                    |    | 447,145.76               |
| Deferred Inflows OPEB                                   |    | 28,202.13      | 32,488.66                     |    | 60,690.79                |
| Total Deferred Inflows of Resources                     |    | 201,066.90     | 306,769.65                    |    | 507,836.55               |
| Total Liabilities and Deferred Inflows of Resources     |    | 7,929,552.85   | 3,558,387.76                  |    | 11,487,940.61            |
| Net Position  |    |                |                               |    |                          |
| Net Investment in Capital Assets                        |    | 17,569,359.45  | 3,416,439.94                  |    | 20,985,799.39            |
| Restricted for:   |    | . , .          | •                             |    | •                        |

Landfill Closure and Postclosure Costs Unrestricted Total Net Position

| 5,456,591.60        | -                  | 5,456,591.60        |
|---------------------|--------------------|---------------------|
| <br>20,436,802.70   | 3,554,757.22       | 23,991,559.92       |
| \$<br>43,462,753.75 | \$<br>6,971,197.16 | \$<br>50,433,950.91 |

# Baldwin County Commission Statement of Revenues, Expenses, and Changes in Net Position - Proprietary Funds For the Year Ended September 30, 2022 UNAUDITED WORKING DRAFT

|  | Solid Waste<br>Fund | Solid Waste<br>Collection Fund | Total Enterprise<br>Funds |
|--|---------------------|--------------------------------|---------------------------|
| Revenues   |                     |                                |                           |
| Charges for Services                             | \$ 11,822,816.38    | \$ 9,672,576.08                | \$ 21,495,392.46          |
| Total Operating Revenues                         | 11,822,816.38       | 9,672,576.08                   | 21,495,392.46             |
| Operating Expenses                               |                     |                                |                           |
| Salaries and Benefits                            | 2,987,692.58        | 3,908,141.59                   | 6,895,834.17              |
| Pension Expense                                  | 123,793.41          | 160,995.93                     | 284,789.34                |
| Contractual and Professional Services            | 994,261.28          | 1,948,532.60                   | 2,942,793.88              |
| Travel   | 11,193.90           | -                              | 11,193.90                 |
| Materials and Supplies                           | 4,671,191.16        | 2,480,331.37                   | 7,151,522.53              |
| Utilities and Communications                     | 135,446.52          | 173,880.77                     | 309,327.29                |
| Other Expenses                                   | 695,290.95          | 226,675.77                     | 921,966.72                |
| Total Operating Expenses                         | 9,618,869.80        | 8,898,558.03                   | 18,517,427.83             |
| Operating Income (Loss)                          | 2,203,946.58        | 774,018.05                     | 2,977,964.63              |
| Nonoperating Revenues (Expenses)                 |                     |                                |                           |
| Other Miscellaneous                              | 49,859.04           | -                              | 49,859.04                 |
| Interest Earned                                  | 231,054.48          | 40,814.72                      | 271,869.20                |
| Gain on Sale of Capital Assets                   | 103,345.00          | 220,300.00                     | 323,645.00                |
| Total Nonoperating Revenues (Expenses)           | 384,258.52          | 261,114.72                     | 645,373.24                |
| Income (Loss) Before Contributions and Transfers | 2,588,205.10        | 1,035,132.77                   | 3,623,337.87              |
| Operating Transfers                              |                     |                                |                           |
| Transfers Out                                    | (45,623.99)         | -                              | (45,623.99)               |
| Total Operating Transfers                        | (45,623.99)         | -                              | (45,623.99)               |
| Changes in Net Position                          | 2,542,581.11        | 1,035,132.77                   | 3,577,713.88              |
| Total Net Position - Beginning                   | 40,920,172.64       | 5,936,064.39                   | 46,856,237.03             |
| Total Net Position - Ending                      | \$ 43,462,753.75    | \$ 6,971,197.16                | \$ 50,433,950.91          |

### Baldwin County Commission Statement of Fiduciary Net Position September 30, 2022

## UNAUDITED WORKING DRAFT

| Cu | ıstodial Funds |
|----|----------------|
|    |                |
| \$ | 5,630,897.63   |
|    | 1,724,222.05   |
|    | 7,355,119.68   |
|    |                |
|    |                |
|    | 592.36         |
|    | 1,765,271.91   |
|    | 1,765,864.27   |
|    |                |
|    |                |
|    |                |
|    | 5,589,255.41   |
| \$ | 5,589,255.41   |
|    | \$             |

## Baldwin County Commission Statement of Changes in Fiduciary Net Position For the Year Ended September 30, 2022 UNAUDITED WORKING DRAFT

|                                | <br>Custodial Funds |
|--------------------------------|---------------------|
| <u>Additions</u>               |                     |
| Contributions From:            |                     |
| Restitution Recovery           | \$<br>175,013.87    |
| Probate Court                  | 3,192,939.11        |
| Licenses and Fees              | 507,660.40          |
| Interest                       | 17,896.46           |
| Miscellaneous Additions        | <br>30,805.52       |
| Total Additions                | 3,924,315.36        |
| <u>Deductions</u>              |                     |
| Administrative Expenses        | 1,411,372.94        |
| Payments to Beneficiaries      | <br>3,902,660.99    |
| Total Deductions               | <br>5,314,033.93    |
| Changes in Net Position        | (1,389,718.58)      |
| Net Position Beginning of Year | 6,978,973.99        |
| Net Position End of Year       | \$<br>5,589,255.41  |

#### **DEBT SERVICE AMORTIZATION SCHEDULES**

 SERIES 2013 (DATED February 01, 2013) 2.00% - 5.00%
 SERIES 2

 PERIOD ENDING
 PERIOD INTEREST
 TOTAL
 SEPT. 3

 2023
 1,595,000.00
 139,118.75
 1,734,118.75
 2023

 1,595,000.00
 516,006.25
 \$,656,006.25
 2024

 2025
 2026

 GENERAL OBLIGATION WARRANT
 2027

GENERAL OBLIGATION WARRANT
SERIES 2014 (DATED June 01, 2014) 2.10% - 4.25%
PERIOD ENDING

**GENERAL OBLIGATION WARRANT** 

| SEPT. 30 | PRINCIPAL    | INTEREST     | TOTAL        |
|----------|--------------|--------------|--------------|
| 2023     | 400,000.00   | 365,757.50   | 765,757.50   |
| 2024     | 410,000.00   | 353,757.50   | 763,757.50   |
| 2025     | 425,000.00   | 341,047.50   | 766,047.50   |
| •        | 1,235,000.00 | 1,060,562.50 | 2,295,562.50 |

GENERAL OBLIGATION WARRANT
SERIES 2015 (DATED March 01, 2015) 2.00% - 5.00%
PERIOD ENDING

| SEPT. 30 | PRINCIPAL    | INTEREST   | TOTAL        |
|----------|--------------|------------|--------------|
| 2023     | 2,265,000.00 | 213,250.00 | 2,478,250.00 |
| 2024     | 2,000,000.00 | 100,000.00 | 2,100,000.00 |
| _        | 4,265,000.00 | 313,250.00 | 4,578,250.00 |

GENERAL OBLIGATION WARRANT
SERIES 2020 (DATED January 23, 2020) 4.00% & 5.00%
PERIOD ENDING

| SEPT. 30 | PRINCIPAL    | INTEREST   | TOTAL        |
|----------|--------------|------------|--------------|
| 2023     | 1,535,000.00 | 324,275.00 | 1,859,275.00 |
| 2024     | 1,615,000.00 | 245,525.00 | 1,860,525.00 |
| 2025     | 1,700,000.00 | 162,650.00 | 1,862,650.00 |
| 2026     | 1,235,000.00 | 89,275.00  | 1,324,275.00 |
| 2027     | 345,000.00   | 51,500.00  | 396,500.00   |
| 2028     | 360,000.00   | 37,400.00  | 397,400.00   |
| 2029     | 370,000.00   | 22,800.00  | 392,800.00   |
| 2030     | 385,000.00   | 7,700.00   | 392,700.00   |
| _        | 7,545,000.00 | 941,125.00 | 8,486,125.00 |
| _        |              |            |              |

GENERAL OBLIGATION WARRANT SERIES 2020-B (DATED October 22, 2020) 0.323%-2.346% PERIOD ENDING

| SEPT. 30 | PRINCIPAL     | INTEREST     | TOTAL         |
|----------|---------------|--------------|---------------|
| 2023     | 620,000.00    | 479,677.90   | 1,099,677.90  |
| 2024     | 2,245,000.00  | 470,770.28   | 2,715,770.28  |
| 2025     | 1,590,000.00  | 457,147.21   | 2,047,147.21  |
| 2026     | 3,590,000.00  | 433,783.71   | 4,023,783.71  |
| 2027     | 3,625,000.00  | 395,490.63   | 4,020,490.63  |
| 2028     | 3,680,000.00  | 349,165.90   | 4,029,165.90  |
| 2029     | 3,330,000.00  | 299,342.20   | 3,629,342.20  |
| 2030     | 2,485,000.00  | 255,243.15   | 2,740,243.15  |
| 2031     | 2,525,000.00  | 213,920.70   | 2,738,920.70  |
| 2032     | 2,575,000.00  | 168,671.20   | 2,743,671.20  |
| 2033     | 2,620,000.00  | 119,982.80   | 2,739,982.80  |
| 2034     | 635,000.00    | 87,329.85    | 722,329.85    |
| 2035     | 650,000.00    | 72,256.80    | 722,256.80    |
| 2036     | 665,000.00    | 56,831.85    | 721,831.85    |
| 2037     | 680,000.00    | 41,055.00    | 721,055.00    |
| 2038     | 700,000.00    | 24,867.60    | 724,867.60    |
| 2039     | 710,000.00    | 8,328.30     | 718,328.30    |
|          | 32,925,000.00 | 3,933,865.08 | 36,858,865.08 |

Note: The resources available for the above indebtness are generated from the unrestricted operating revenues of the County with the debt service scheduled and budgeted each year as an operating expenditure.

Interest for Series 2013, Series 2014 and Series 2015 General Obligation Warrants includes amounts held in escrow.

STATE OF ALABAMA BALDWIN COUNTY

I, Charles Gruber, as Chairman of the County Commission of Baldwin County, Alabama, do hereby certify that the attached statements reflect the true preclose financial condition and operating statement of Baldwin County, Alabama, for the period beginning October 1, 2021 and ending September 30, 2022, records of which are on file in the office of the County Commission.

| Givon | under | my ha | nd this | : 6th | dav | of Do | cember | 2022 |
|-------|-------|-------|---------|-------|-----|-------|--------|------|

ATTEST:

#### Baldwin County Commission Balance Sheet - Governmental Funds September 30, 2022

| INATIDITED | WORKING DRAFT |
|------------|---------------|
| UNAUDITED  | WUKKING DKAFI |

|   |                   | Gasoline Tax     | <b>Capital Projects</b> | <b>Coronavirus Rescue</b> | Debt Service    | <b>Total Nonmajor</b> | <b>Total Governmental</b> |
|---|-------------------|------------------|-------------------------|---------------------------|-----------------|-----------------------|---------------------------|
|   | General Fund      | Fund             | Fund                    | Act Fund                  | Fund            | Funds                 | Funds                     |
| <u>Assets</u>                                       |                   |                  |                         |                           |                 |                       |                           |
| Cash and Cash Equivalents                           | \$ 70,361,148.53  | \$ 22,090,497.40 | \$ 447,483.23           | \$ 28,448,569.61          | \$ 12,650.43    | \$ 46,137,571.79      | \$ 167,497,920.99         |
| Cash with Fiscal Agent                              | -                 | -                | -                       | -                         | 3,968,912.88    | -                     | 3,968,912.88              |
| Taxes Receivable                                    | 49,346,765.17     | 3,324.19         | -                       | -                         | -               | 8,377,915.16          | 57,728,004.52             |
| Due From Other Funds                                | 808,926.91        | -                | -                       | -                         | -               | 275.06                | 809,201.97                |
| Receivables Net (Note 4)                            | 19,346,818.71     | 1,035,316.59     | 38,491,700.23           | -                         | -               | 231,073.89            | 59,104,909.42             |
| Interest Receivable on Advances To Other Funds      | -                 | -                | -                       | -                         | -               | -                     |                           |
| Inventories   | 1,804.54          | -                | -                       | -                         | -               | -                     | 1,804.54                  |
| Prepaid Items                                       | 548,723.75        | -                | -                       | -                         | -               | -                     | 548,723.75                |
| Advances To Other Funds                             | -                 | -                | -                       | -                         | -               | 6,958,717.47          | 6,958,717.47              |
| Capital Assets Depreciable, Net                     | -                 | -                | -                       | -                         | -               | 41,606.27             | 41,606.27                 |
| Total Assets  | 140,414,187.61    | 23,129,138.18    | 38,939,183.46           | 28,448,569.61             | 3,981,563.31    | 61,747,159.64         | 296,659,801.83            |
| iabilities  |                   |                  |                         |                           |                 |                       |                           |
| Payables (Note 8)                                   | \$ 18,262,683.23  | \$ 1,347,352.81  | \$ 534,045.65           | \$ 17,697.22              | \$ -            | \$ (1,850,892.24)     | \$ 18,310,886.67          |
| Due To Other Funds                                  | -                 | -                | 610,326.59              | -                         | -               | 198,867.05            | 809,193.6                 |
| Accrued Wages Payable                               | 182,477.44        | 96,278.59        | -                       | -                         | -               | 70,034.94             | 348,790.9                 |
| Unearned Revenue                                    | 5,540,415.44      | 410,202.89       | -                       | -                         | -               | 1,678,174.00          | 7,628,792.3               |
| Advances From Other Funds                           | 6,958,717.47      | -                | -                       | -                         | -               | -                     | 6,958,717.4               |
| Total Liabilities                                   | 30,944,293.58     | 1,853,834.29     | 1,144,372.24            | 17,697.22                 | -               | 96,183.75             | 34,056,381.0              |
| Deferred Inflows of Resources                       |                   |                  |                         |                           |                 |                       |                           |
| Deferred Property Taxes                             | 47,843,570.80     | -                | -                       | -                         | -               | 8,377,915.16          | 56,221,485.96             |
| Total Deferred Inflows of Resources                 | 47,843,570.80     | -                | -                       | -                         | -               | 8,377,915.16          | 56,221,485.96             |
| Total Liabilities and Deferred Inflows of Resources | 78,787,864.38     | 1,853,834.29     | 1,144,372.24            | 17,697.22                 | -               | 8,474,098.91          | 90,277,867.04             |
| und Balances  |                   |                  |                         |                           |                 |                       |                           |
| Nonspendable  |                   |                  |                         |                           |                 |                       |                           |
| Inventories   | 158.83            | -                | -                       | -                         | -               | -                     | 158.83                    |
| Prepaid Items                                       | 192,295.77        | -                | -                       | -                         | -               | -                     | 192,295.7                 |
| Term Endowments                                     | -                 | -                | -                       | -                         | -               | 16,161,101.70         | 16,161,101.7              |
| estricted   |                   |                  |                         |                           |                 |                       |                           |
| Capital Projects                                    | -                 | -                | 59,689,939.73           | -                         | -               | 163,135.87            | 59,853,075.6              |
| Debt Service  | -                 | -                | -                       | -                         | 4,650,453.57    | -                     | 4,650,453.5               |
| Highways and Roads                                  | -                 | 551,750.98       | -                       | -                         | -               | 2,291,277.37          | 2,843,028.3               |
| Other Purposes                                      | 623,836.90        | -                | -                       | -                         | -               | 22,825,277.54         | 23,449,114.4              |
| ommitted  |                   |                  |                         |                           |                 |                       |                           |
| Other Purposes                                      | 3,944,473.90      | -                | -                       | -                         | -               | -                     | 3,944,473.9               |
| ssigned   |                   |                  |                         |                           |                 |                       |                           |
| Capital Projects                                    | -                 | -                | -                       | -                         | -               | 68,084.24             | 68,084.2                  |
| Debt Service  | -                 | -                | -                       | -                         | 14,381.47       | -                     | 14,381.4                  |
| Encumbrances  | 2,038,445.80      | 4,216,081.69     | 4,219.88                | -                         | -               | 63,952.86             | 6,322,700.2               |
| Highways and Roads                                  | -                 | 18,039,563.02    | -                       | -                         | -               | 363,748.51            | 18,403,311.5              |
| Other Purposes                                      | -                 | -                | -                       | -                         | -               | 2,644,349.97          | 2,644,349.9               |
| Other Purposes                                      | -                 | -                | -                       | 8,151.64                  | -               | -                     | 8,151.6                   |
| nassigned   | 54,827,112.03     | (1,532,091.80)   | (21,899,348.39)         | 28,422,720.75             | (683,271.73)    | 8,692,132.67          | 67,827,253.5              |
| Total Fund Balances (deficits)                      | 61,626,323.23     | 21,275,303.89    | 37,794,811.22           | 28,430,872.39             | 3,981,563.31    | 53,273,060.73         | 206,381,934.77            |
| Total Liabilities and Fund Balances (deficits)      | \$ 140,414,187.61 | \$ 23,129,138.18 | \$ 38,939,183.46        | \$ 28,448,569.61          | \$ 3,981,563.31 | \$ 61,747,159.64      | \$ 296,659,801.81         |

## Baldwin County Commission Statement of Revenues, Expenditures and Changes in Fund Balances - Governmental Funds For the Year Ended September 30, 2022 UNAUDITED WORKING DRAFT

|   | General Fund     | Gasoline Tax<br>Fund | Capital Projects<br>Fund | Coronavirus Rescue<br>Act Fund | Debt Service<br>Fund | Total Nonmajor<br>Funds | Total<br>Governmental<br>Funds |
|---|------------------|----------------------|--------------------------|--------------------------------|----------------------|-------------------------|--------------------------------|
| <u>Revenues</u>                                   |                  |                      |                          |                                |                      |                         |                                |
| Taxes   | \$ 84,010,772.85 | \$ 8,549,668.94      | \$ -                     | \$ -                           | \$ -                 | \$ 8,617,914.29         | \$ 101,178,356.08              |
| Licenses and Permits                              | 2,111,483.14     | -                    | -                        | -                              | -                    | 582,758.59              | 2,694,241.73                   |
| Intergovernmental                                 | 5,336,550.31     | 4,030,447.89         | -                        | 32,686,651.10                  | -                    | 30,993,539.87           | 73,047,189.17                  |
| Charges for Services                              | 15,473,201.28    | 173,002.34           | -                        | -                              | -                    | 2,277,566.83            | 17,923,770.45                  |
| Fines and Forfeits                                | 15,131.35        | -                    | -                        | -                              | -                    | -                       | 15,131.35                      |
| Miscellaneous                                     | 16,341,229.24    | 623,825.15           | 14,579.55                | 186,337.91                     | 8,403.89             | 7,422,174.46            | 24,596,550.20                  |
| Total Revenues                                    | 123,288,368.17   | 13,376,944.32        | 14,579.55                | 32,872,989.01                  | 8,403.89             | 49,893,954.04           | 219,455,238.98                 |
| Expenditures Current:                             |                  |                      |                          |                                |                      |                         |                                |
| General Government                                | 39,292,317.44    | _                    | -                        | 3,209,204.39                   | 21,680.00            | 21,054,149.54           | 63,577,351.37                  |
| Public Safety                                     | 36,046,335.06    | _                    | -                        | 783,414.89                     | ,                    | 12,079,344.18           | 48,909,094.13                  |
| Highways and Roads                                | -                | 26,161,594.88        | -                        | -                              | _                    | 3,751,788.23            | 29,913,383.11                  |
| Health  | 700,735.05       | -                    | _                        | _                              | _                    | 1,327,943.02            | 2,028,678.07                   |
| Welfare   | 782,769.40       | _                    | -                        | -                              | _                    | -                       | 782,769.40                     |
| Culture and Recreation                            | 2,920,814.49     | _                    | -                        | -                              | _                    | -                       | 2,920,814.49                   |
| Education   | 72,487.41        | _                    | _                        | _                              | _                    | _                       | 72,487.41                      |
| Capital Outlay                                    | 3,302,168.95     | 9,205,311.82         | 19,048,515.02            | 457,648.98                     | _                    | 2,224,001.22            | 34,237,645.99                  |
| Sanitation  | -                | -                    | -                        | -                              | _                    | 64,229.72               | 64,229.72                      |
| Debt service:                                     |                  |                      |                          |                                |                      | , -                     | - , -                          |
| Principal retirement                              | -                | _                    | -                        | -                              | 25,050,562.20        | -                       | 25,050,562.20                  |
| Interest and Fiscal Charges                       | 214,730.93       | -                    | -                        | -                              | 3,843,259.24         | -                       | 4,057,990.17                   |
| Issuance Costs                                    | -                | _                    | -                        | -                              | 5,038.45             | -                       | 5,038.45                       |
| Total Expenditures                                | 83,332,358.73    | 35,366,906.70        | 19,048,515.02            | 4,450,268.26                   | 28,920,539.89        | 40,501,455.91           | 211,620,044.51                 |
| Excess (Deficiency) of Revenues over Expenditures | 39,956,009.44    | (21,989,962.38)      | (19,033,935.47)          | 28,422,720.75                  | (28,912,136.00)      | 9,392,498.13            | 7,835,194.47                   |
| Other Financing Sources (Uses)                    |                  |                      |                          |                                |                      |                         |                                |
| Transfers In                                      | 453,111.04       | 21,362,409.46        | -                        | -                              | 28,228,864.27        | 2,091,568.51            | 52,135,953.28                  |
| Proceeds from Sale of Capital Assets              | 23,827.43        | 2,774,964.88         | -                        | -                              | -, -,                | -                       | 2,798,792.31                   |
| Transfers Out                                     | (42,783,793.13)  | (3,679,503.76)       | (2,865,412.92)           | _                              | _                    | (2,791,933.97)          | (52,120,643.78)                |
| Total Other Financing Sources (Uses)              | (42,306,854.66)  | 20,457,870.58        | (2,865,412.92)           | -                              | 28,228,864.27        | (700,365.46)            | 2,814,101.81                   |
| Net Change in Fund Balances                       | (2,350,845.22)   | (1,532,091.80)       | (21,899,348.39)          | 28,422,720.75                  | (683,271.73)         | 8,692,132.67            | 10,649,296.28                  |
| Fund Balances - Beginning                         | 63,977,168.45    | 22,807,395.69        | 59,694,159.61            | 8,151.64                       | 4,664,835.04         | 44,580,928.06           | 195,732,638.49                 |
| Fund Balances - Ending                            | \$ 61,626,323.23 | \$ 21,275,303.89     | \$ 37,794,811.22         | \$ 28,430,872.39               | \$ 3,981,563.31      | \$ 53,273,060.73        | \$ 206,381,934.77              |

#### Baldwin County Commission Statement of Net Position - Proprietary Funds September 30, 2022 UNAUDITED WORKING DRAFT

|   | So | lid Waste Fund | Solid Waste<br>ollection Fund | T( | otal Enterprise<br>Funds |
|---|----|----------------|-------------------------------|----|--------------------------|
| <u>Assets</u>   |    |                |                               |    |                          |
| <u>Current Assets</u>                                   |    |                |                               |    |                          |
| Cash and Cash Equivalents                               | \$ | 29,904,183.85  | \$<br>5,038,186.12            | \$ | 34,942,369.97            |
| Receivables Net (Note 4)                                |    | 1,229,077.09   | 194,512.68                    |    | 1,423,589.77             |
| Prepaid Items   |    | 523.84         | -                             |    | 523.84                   |
| Total Current Assets                                    |    | 31,133,784.78  | 5,232,698.80                  |    | 36,366,483.58            |
| Noncurrent Assets                                       |    |                |                               |    |                          |
| Restricted Cash and Cash Equivalents                    |    | 4,027.11       | -                             |    | 4,027.11                 |
| Capital Assets Nondepreciable                           |    | 7,436,737.00   | -                             |    | 7,436,737.00             |
| Capital Assets Depreciable, Net                         |    | 12,282,418.69  | 4,581,626.33                  |    | 16,864,045.02            |
| Total Noncurrent Assets                                 |    | 19,723,182.80  | 4,581,626.33                  |    | 24,304,809.13            |
| Total Assets  |    | 50,856,967.58  | 9,814,325.13                  |    | 60,671,292.71            |
| Deferred Outflows of Resources                          |    |                |                               |    |                          |
| Deferred Outflows Related to Net Pension Liability      |    | 444,655.77     | 561,680.00                    |    | 1,006,335.77             |
| Deferred Outflow OPEB                                   |    | 90,683.25      | 153,579.79                    |    | 244,263.04               |
| Total Deferred Outflows of Resources                    |    | 535,339.02     | 715,259.79                    |    | 1,250,598.81             |
| <u>Liabilities</u>                                      |    |                |                               |    |                          |
| Current Liabilities                                     |    |                |                               |    |                          |
| Payables (Note 8)                                       |    | 368,733.67     | 642,613.24                    |    | 1,011,346.91             |
| Accrued Wages Payable                                   |    | 29,972.20      | 33,224.05                     |    | 63,196.25                |
| Compensated Absences - Current                          |    | 97,728.15      | 110,683.38                    |    | 208,411.53               |
| Estimated Liability for Landfill Closure/ Postclosure - |    | ,              | •                             |    | ,                        |
| Current   |    | 315,543.49     | -                             |    | 315,543.49               |
| Total Current Liabilities                               |    | 811,977.51     | 786,520.67                    |    | 1,598,498.18             |
| Noncurrent Liabilities                                  |    |                |                               |    |                          |
| Compensated Absences - Longterm                         |    | 185,258.75     | 198,327.30                    |    | 383,586.05               |
| Estimated Liability for OPEB                            |    | 345,253.00     | 593,403.00                    |    | 938,656.00               |
| Estimated Liability for Landfill Closure/ Postclosure - |    |                |                               |    |                          |
| Longterm  |    | 4,616,927.26   | -                             |    | 4,616,927.26             |
| Net Pension Liability                                   |    | 1,769,069.43   | 1,673,367.14                  |    | 3,442,436.57             |
| Total Noncurrent Liabilities                            |    | 6,916,508.44   | 2,465,097.44                  |    | 9,381,605.88             |
| Total Liabilities                                       |    | 7,728,485.95   | 3,251,618.11                  |    | 10,980,104.06            |
| Deferred Inflows of Resources                           |    |                |                               |    |                          |
| Deferred Pension Contributions                          |    | 172,864.77     | 274,280.99                    |    | 447,145.76               |
| Deferred Inflows OPEB                                   |    | 28,202.13      | 32,488.66                     |    | 60,690.79                |
| Total Deferred Inflows of Resources                     |    | 201,066.90     | 306,769.65                    |    | 507,836.55               |
| Total Liabilities and Deferred Inflows of Resources     |    | 7,929,552.85   | 3,558,387.76                  |    | 11,487,940.61            |
| Net Position  |    |                |                               |    |                          |
| Net Investment in Capital Assets                        |    | 17,569,359.45  | 3,416,439.94                  |    | 20,985,799.39            |
| Restricted for:   |    | . , .          | •                             |    | •                        |

Landfill Closure and Postclosure Costs Unrestricted Total Net Position

| 5,456,591.60        | -                  | 5,456,591.60        |
|---------------------|--------------------|---------------------|
| <br>20,436,802.70   | 3,554,757.22       | 23,991,559.92       |
| \$<br>43,462,753.75 | \$<br>6,971,197.16 | \$<br>50,433,950.91 |

# Baldwin County Commission Statement of Revenues, Expenses, and Changes in Net Position - Proprietary Funds For the Year Ended September 30, 2022 UNAUDITED WORKING DRAFT

|  | Solid Waste<br>Fund | Solid Waste<br>Collection Fund | Total Enterprise<br>Funds |
|--|---------------------|--------------------------------|---------------------------|
| Revenues   |                     |                                |                           |
| Charges for Services                             | \$ 11,822,816.38    | \$ 9,672,576.08                | \$ 21,495,392.46          |
| Total Operating Revenues                         | 11,822,816.38       | 9,672,576.08                   | 21,495,392.46             |
| Operating Expenses                               |                     |                                |                           |
| Salaries and Benefits                            | 2,987,692.58        | 3,908,141.59                   | 6,895,834.17              |
| Pension Expense                                  | 123,793.41          | 160,995.93                     | 284,789.34                |
| Contractual and Professional Services            | 994,261.28          | 1,948,532.60                   | 2,942,793.88              |
| Travel   | 11,193.90           | -                              | 11,193.90                 |
| Materials and Supplies                           | 4,671,191.16        | 2,480,331.37                   | 7,151,522.53              |
| Utilities and Communications                     | 135,446.52          | 173,880.77                     | 309,327.29                |
| Other Expenses                                   | 695,290.95          | 226,675.77                     | 921,966.72                |
| Total Operating Expenses                         | 9,618,869.80        | 8,898,558.03                   | 18,517,427.83             |
| Operating Income (Loss)                          | 2,203,946.58        | 774,018.05                     | 2,977,964.63              |
| Nonoperating Revenues (Expenses)                 |                     |                                |                           |
| Other Miscellaneous                              | 49,859.04           | -                              | 49,859.04                 |
| Interest Earned                                  | 231,054.48          | 40,814.72                      | 271,869.20                |
| Gain on Sale of Capital Assets                   | 103,345.00          | 220,300.00                     | 323,645.00                |
| Total Nonoperating Revenues (Expenses)           | 384,258.52          | 261,114.72                     | 645,373.24                |
| Income (Loss) Before Contributions and Transfers | 2,588,205.10        | 1,035,132.77                   | 3,623,337.87              |
| Operating Transfers                              |                     |                                |                           |
| Transfers Out                                    | (45,623.99)         | -                              | (45,623.99)               |
| Total Operating Transfers                        | (45,623.99)         | -                              | (45,623.99)               |
| Changes in Net Position                          | 2,542,581.11        | 1,035,132.77                   | 3,577,713.88              |
| Total Net Position - Beginning                   | 40,920,172.64       | 5,936,064.39                   | 46,856,237.03             |
| Total Net Position - Ending                      | \$ 43,462,753.75    | \$ 6,971,197.16                | \$ 50,433,950.91          |

### Baldwin County Commission Statement of Fiduciary Net Position September 30, 2022

## UNAUDITED WORKING DRAFT

| Cu | ıstodial Funds |
|----|----------------|
|    |                |
| \$ | 5,630,897.63   |
|    | 1,724,222.05   |
|    | 7,355,119.68   |
|    |                |
|    |                |
|    | 592.36         |
|    | 1,765,271.91   |
|    | 1,765,864.27   |
|    |                |
|    |                |
|    |                |
|    | 5,589,255.41   |
| \$ | 5,589,255.41   |
|    | \$             |

## Baldwin County Commission Statement of Changes in Fiduciary Net Position For the Year Ended September 30, 2022 UNAUDITED WORKING DRAFT

|                                | <br>Custodial Funds |
|--------------------------------|---------------------|
| <u>Additions</u>               |                     |
| Contributions From:            |                     |
| Restitution Recovery           | \$<br>175,013.87    |
| Probate Court                  | 3,192,939.11        |
| Licenses and Fees              | 507,660.40          |
| Interest                       | 17,896.46           |
| Miscellaneous Additions        | <br>30,805.52       |
| Total Additions                | 3,924,315.36        |
| <u>Deductions</u>              |                     |
| Administrative Expenses        | 1,411,372.94        |
| Payments to Beneficiaries      | <br>3,902,660.99    |
| Total Deductions               | <br>5,314,033.93    |
| Changes in Net Position        | (1,389,718.58)      |
| Net Position Beginning of Year | 6,978,973.99        |
| Net Position End of Year       | \$<br>5,589,255.41  |

#### **DEBT SERVICE AMORTIZATION SCHEDULES**

GENERAL OBLIGATION WARRANT

SERIES 2013 (DATED February 01, 2013) 2.00% - 5.00%

PERIOD ENDING

SEPT 30 PRINCIPAL INTEREST TOTAL

 SEPT. 30
 PRINCIPAL
 INTEREST
 TOTAL

 2023
 1,595,000.00
 139,118.75
 1,734,118.75

 1,595,000.00
 516,006.25
 \$,656,006.25

GENERAL OBLIGATION WARRANT
SERIES 2014 (DATED June 01, 2014) 2.10% - 4.25%
PERIOD ENDING

| SEPT. 30 | PRINCIPAL    | INTEREST     | TOTAL        |
|----------|--------------|--------------|--------------|
| 2023     | 400,000.00   | 365,757.50   | 765,757.50   |
| 2024     | 410,000.00   | 353,757.50   | 763,757.50   |
| 2025     | 425,000.00   | 341,047.50   | 766,047.50   |
| -        | 1,235,000.00 | 1,060,562.50 | 2,295,562.50 |

GENERAL OBLIGATION WARRANT
SERIES 2015 (DATED March 01, 2015) 2.00% - 5.00%
PERIOD ENDING

| SEPT. 30 | PRINCIPAL    | INTEREST   | TOTAL        |
|----------|--------------|------------|--------------|
| 2023     | 2,265,000.00 | 213,250.00 | 2,478,250.00 |
| 2024     | 2,000,000.00 | 100,000.00 | 2,100,000.00 |
| _        | 4,265,000.00 | 313,250.00 | 4,578,250.00 |

GENERAL OBLIGATION WARRANT
SERIES 2020 (DATED January 23, 2020) 4.00% & 5.00%
PERIOD ENDING

| SEPT. 30 | PRINCIPAL    | INTEREST   | TOTAL        |
|----------|--------------|------------|--------------|
| 2023     | 1,535,000.00 | 324,275.00 | 1,859,275.00 |
| 2024     | 1,615,000.00 | 245,525.00 | 1,860,525.00 |
| 2025     | 1,700,000.00 | 162,650.00 | 1,862,650.00 |
| 2026     | 1,235,000.00 | 89,275.00  | 1,324,275.00 |
| 2027     | 345,000.00   | 51,500.00  | 396,500.00   |
| 2028     | 360,000.00   | 37,400.00  | 397,400.00   |
| 2029     | 370,000.00   | 22,800.00  | 392,800.00   |
| 2030     | 385,000.00   | 7,700.00   | 392,700.00   |
| _        | 7,545,000.00 | 941,125.00 | 8,486,125.00 |
| -        |              |            |              |

GENERAL OBLIGATION WARRANT SERIES 2020-B (DATED October 22, 2020) 0.323%-2.346% PERIOD ENDING

| SEPT. 30 | PRINCIPAL     | INTEREST     | TOTAL         |
|----------|---------------|--------------|---------------|
| 2023     | 620,000.00    | 479,677.90   | 1,099,677.90  |
| 2024     | 2,245,000.00  | 470,770.28   | 2,715,770.28  |
| 2025     | 1,590,000.00  | 457,147.21   | 2,047,147.21  |
| 2026     | 3,590,000.00  | 433,783.71   | 4,023,783.71  |
| 2027     | 3,625,000.00  | 395,490.63   | 4,020,490.63  |
| 2028     | 3,680,000.00  | 349,165.90   | 4,029,165.90  |
| 2029     | 3,330,000.00  | 299,342.20   | 3,629,342.20  |
| 2030     | 2,485,000.00  | 255,243.15   | 2,740,243.15  |
| 2031     | 2,525,000.00  | 213,920.70   | 2,738,920.70  |
| 2032     | 2,575,000.00  | 168,671.20   | 2,743,671.20  |
| 2033     | 2,620,000.00  | 119,982.80   | 2,739,982.80  |
| 2034     | 635,000.00    | 87,329.85    | 722,329.85    |
| 2035     | 650,000.00    | 72,256.80    | 722,256.80    |
| 2036     | 665,000.00    | 56,831.85    | 721,831.85    |
| 2037     | 680,000.00    | 41,055.00    | 721,055.00    |
| 2038     | 700,000.00    | 24,867.60    | 724,867.60    |
| 2039     | 710,000.00    | 8,328.30     | 718,328.30    |
|          | 32,925,000.00 | 3,933,865.08 | 36,858,865.08 |

Note: The resources available for the above indebtness are generated from the unrestricted operating revenues of the County with the debt service scheduled and budgeted each year as an operating expenditure.

Interest for Series 2013, Series 2014 and Series 2015 General Obligation Warrants includes amounts held in escrow.

STATE OF ALABAMA BALDWIN COUNTY

I, Charles Gruber, as Chairman of the County Commission of Baldwin County, Alabama, do hereby certify that the attached statements reflect the true preclose financial condition and operating statement of Baldwin County, Alabama, for the period beginning October 1, 2021 and ending September 30, 2022, records of which are on file in the office of the County Commission.

Given under my hand this 5th day of December, 2022

ATTEST:



### **Baldwin County Commission**

#### **Agenda Action Form**

File #: 23-0252, Version: 1 Item #: CN1

Meeting Type: BCC Regular Meeting

**Meeting Date:** 12/5/2022

Item Status: New

From: Joey Nunnally, P.E., County Engineer

Seth Peterson, P.E., Pre-Construction Manager

Tate Chalfant, Right-of-Way Manager

Submitted by: Lisa Sangster, Administrative Support Specialist IV

#### **ITEM TITLE**

Execution of IRS Form 8283 for Donated Right-of-Way on Project No. HW22023 - Pilgrim Road (Tract 3)

#### STAFF RECOMMENDATION

Take the following actions:

- 1) Accept 0.753 acres on Pilgrim Road (Tract 3) as a right-of-way donated to Baldwin County by Charles A. Eckman, Sr. on May 6, 2022 (Instrument No. 1997986 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**

**Background:** On May 6, 2022, the Baldwin County Highway Department accepted a right-of-way donation on Pilgrim Road from Charles A. Eckman, Sr.

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 three (3) years after the date of receipt; and

3) The County states whether it intends to use the property for an unrelated use.

Previous Commission action/date: 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:** Administration Staff prepare correspondence and have Chairman sign IRS form. Mail original to Charles A. Eckman, Sr. and send copy to Tate Chalfant.

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

Contact:

Mr. Charles A. Eckman, Sr. Post Office Box 681 Elberta, Alabama 36530

Additional instructions/notes: N/A

## Form **8283** (Rev. November 2022)

**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.

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

OMB No. 1545-0074

Attachment Sequence No. **155** 

Name(s) shown on your income tax return

Charles A. Eckman, Sr.

Department of the Treasury

Internal Revenue Service

Identifying number

| Sect |  | ed Property of<br>oup of similar<br>es and certain                    | items) for                                   | whi                          | ch                          | you   | cla              | aime                    | ed a              | a de   | edu                | ıcti               | ior                             | ı of        | \$5                 | ,000                     | or l  | ess. Also   | list pub                      | olicly traded                               |
|------|--|---|--|------------------------------|-----------------------------|---|------------------|-------------------------|-------------------|--|--------------------|--------------------|---------------------------------|-------------|---------------------|--------------------------|---|---|-------------------------------|---|
| Par  |  | tion on Dona  |  |                              |                             |   |                  |                         |                   |  |                    |                    |                                 |             |                     |                          |   |   |                               |   |
| 1    | (a) Name and address of the donee organization (b) If doneed |   |  |                              | If do                       | donated property is a vehicle (see instructions), k 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.) |   |                               |   |
| Α    |  |   |  |                              | _                           | П   | Т                | П                       | <u> </u>          | ]<br>  | П                  | Т                  | Т                               | Т           | Т                   | П                        |   |   |                               |   |
| В    |  |   |  | H                            | _                           |   | <u> </u>         |                         | ļ                 |  |                    | <del>-</del>       | <del>-</del>                    | <u> </u>    | _                   |                          |   |   |                               |   |
|      |  |   |  |                              | _                           |   | <u> </u>         |                         | _                 |  | _                  | _                  | _                               | <u> </u>    | _                   |                          |   |   |                               |   |
|      |  |   |  | Н                            |                             | Ш   |                  | Ш                       |                   | <u>                                     </u> | Ш                  | _                  |                                 |             |                     | Щ                        |   |   |                               |   |
|      |  |   |  | П                            |                             |   |                  |                         |                   | 1  |                    |                    |                                 |             |                     | Ц                        |   |   |                               |   |
| E    | If the control of  |   | -11. · -4! - · -                             |                              | Ι                           |   | :- 4             | 1                       | Ϊ                 | <u></u>                                      | П                  | Ι                  | I                               | Ι           |                     |                          |   |   | (-)                           | (6)   |
| Note | If the amount ye   | ou claimed as a   | deduction                                    | tor a                        | an r                        | tem   | IS \$            | \$500                   | or                | les  | s, yo              | ou                 | ao                              | no          | t na                | ave to                   | o cor   | npiete colu   | mns (e)                       | , (f), and (g).                             |
|      | (d) Date of the contribution                                 | (e) Date acquired by donor (mo., yr.)                                 | (f) How<br>by                                | v acq<br>dono                |                             | b   |                  | (g) [<br>or ac          | Dono<br>djust     |  |                    |                    | ٠,                              |             |                     | ket va                   |   |   | thod used<br>ne fair mar      | I to determine<br>ket value                 |
| Α    |  |   |  |                              |                             |   |                  |                         |                   |  |                    |                    |                                 |             |                     |                          |   |   |                               |   |
| В    |  |   |  |                              |                             |   |                  |                         |                   |  |                    |                    |                                 |             |                     |                          |   |   |                               |   |
| С    |  |   |  |                              |                             |   |                  |                         |                   |  |                    |                    |                                 |             |                     |                          |   |   |                               |   |
| D    |  |   |  |                              |                             |   |                  |                         |                   |  |                    |                    |                                 |             |                     |                          |   |   |                               |   |
| E    |  |   |  |                              |                             |   |                  |                         |                   |  |                    |                    |                                 |             |                     |                          |   |   |                               |   |
|      | which y<br>Section<br>qualifie                               | ory Reportable<br>you claimed a of<br>A). Provide a<br>d appraisal is | e in Section deduction separate generally in | on A<br>of I<br>forn<br>requ | A) –<br>moi<br>n fo<br>uire | -Co<br>re th<br>or ea   | mp<br>nan<br>ach | olete<br>1 \$5,<br>iter | th<br>,000<br>n d | is s<br>0 p<br>lon:                          | ect<br>er i<br>ate | tioι<br>ter<br>d ι | n f<br>m d<br>unl               | or or or or | one<br>grou<br>s it | e iter<br>up (e<br>is pa | n (oi<br>exce<br>art o  | a group on the contribution of a group of a | of similations of similations | ar items) for<br>reportable in              |
| Par  |  | tion on Dona  |  |                              |                             |   |                  |                         |                   |  |                    |                    |                                 |             |                     |                          |   |   |                               |   |
| 2    |  | that describes  |  | •                            | per                         | ty d  | ona              |                         |                   |  | _                  |                    | _                               |             |                     |                          |   |   |                               |   |
|      | •  | ntribution of \$20  |  |                              |                             |   | е                |                         | Otl               |  |                    |                    | Est                             | ate         |                     |                          | į   | ☐ Vehic   |                               |   |
|      | = '  | d Conservation  | Contributio                                  | n                            |                             |   | f                | $\equiv$                | Se                |  |                    |                    |                                 |             |                     |                          | j   |   |                               | household items                             |
|      | c Equipme  |   |  | 000)                         |                             |   | g                | =                       | Co                |  |                    |                    |                                 |             |                     |                          | K   | C ☐ Other   |                               |   |
|      | <b>d</b> ∐ Art* (cor   | ntribution of less  | s than \$20,0                                | UUU)                         |                             |   | h                | Ш                       | Int               | elle   | ctua               | ai F               | -ro                             | per         | тy                  |                          |   |   |                               |   |
|      | historical memor   | rabilia, and other s<br>clude coins, stam                             | similar objec<br>ps, books, g                | ts.<br>ems                   | , jev                       | velry,  | , spo            | orts i                  | men               | nora   | bilia              | a, d               | olls                            | s, et       | c., t               | out no                   | ot art  |   |                               | er, rare manuscripts                        |
| Note | In certain cases   | s, you must atta  | ch a qualifi                                 | ed a                         | ppr                         | raisa   | ıl of            | the                     | pro               | per  | ty.                | Se                 | e ir                            | nstr        | uct                 | ions.                    |   |   |                               |   |
| 3    |  | on of donated prope<br>ce, attach a separat                           |  | d                            |                             |   |                  |                         |                   |  |                    |                    | (c) Appraised fair market value |             |                     |                          |   |   |                               |   |
| Α    | 0.753 Acres for County Road ROW Very Good                    |   |  |                              |                             |   |                  |                         |                   |  |                    |                    |                                 |             |                     |                          |   |   |                               |   |
| В    |  |   |  |                              |                             | ,   |                  |                         |                   |  |                    |                    |                                 |             |                     |                          |   |   |                               |   |
| С    |  |   |  |                              |                             |   |                  |                         |                   |  |                    |                    |                                 |             |                     |                          |   |   |                               |   |
|      | (d) Date acquired by donor (mo., yr.)                        | <b>(e)</b> Ho   | w acquired by                                | y don                        | or                          |   |                  |                         | Dona              |  |                    |                    | (9                              |             | nter                | argain<br>amou<br>eived  |   | (h) Amount<br>as a dedu<br>(see instru  | uction                        | (i) Date of contribution (see instructions) |
| Α    |  |   |  |                              |                             |   |                  |                         |                   |  |                    |                    |                                 |             |                     |                          |   |   |                               |   |
| В    |  |   |  |                              |                             |   |                  | 1                       |                   |  |                    |                    |                                 |             |                     |                          |   |   |                               |   |

Form 8283 (Rev. 11-2022) Page 2 Name(s) shown on your income tax return Identifying number Charles A. Eckman, Sr. Partial Interests and Restricted Use Property (Other Than Qualified Conservation Contributions) -Part II Complete lines 4a through 4e if you gave less than an entire interest in a property listed in Section B, Part I. Complete lines 5a through 5c if conditions were placed on a contribution listed in Section B, Part I; also attach the required statement. See instructions. Enter the letter from Section B, Part I that identifies the property for which you gave less than an entire interest If Section B, Part II applies to more than one property, attach a separate statement. Total amount claimed as a deduction for the property listed in Section B, Part I: (1) For this tax year . (2) For any prior tax years 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 in Section B, Part V, below): Name of charitable organization (donee) Address (number, street, and room or suite no.) City or town, state, and ZIP code For tangible property, enter the place where the property is located or kept Name of any person, other than the donee organization, having actual possession of the property Yes No 5a Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property? 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? Part III Taxpayer (Donor) Statement - List each item included in Section B, 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 Section B, 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 Section B, Part I and describe the specific item. See instructions. Signature of taxpayer (donor) Date 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 Appraiser signature Here Title Appraiser name Business address (including room or suite no.) Identifying number City or town, state, and ZIP code **Donee Acknowledgment** Part V This charitable organization acknowledges that it is a qualified organization under section 170(c) and that it received the donated property as described in Section B, Part I, above on the following date May 6, 2022 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? 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, Alabama 36507 Date Authorized signature Title Chairman

THIS INSTRUMENT PREPARED BY THE BALDWIN COUNTY HIGHWAY DEPARTMENT ROBERTSDALE, ALABAMA 36567

STATE OF ALABAMA )

COUNTY OF BALDWIN )

Project No. HW22023
Pilgrim Rd
G, D, B & Pave from Elberta City Limits to EOM
05-53-09-30-0-000-029.000
Tract No. 3

#### FEE SIMPLE WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten dollars (\$10.00), cash in hand paid to the undersigned by Baldwin County, Alabama, the receipt of which is hereby acknowledged, I (we), the undersigned Grantor(s), Charles A. Eckman Sr, a unmarried man, conveying property not part of their homestead, have this day bargained and sold, and by these presents do hereby GRANT, BARGAIN, SELL and CONVEY unto Baldwin County, Alabama, the following described property:

A part of the Southwest Quarter the Southeast Quarter of Section 30, Township 7 South, Range 5 East, identified as Tract Number 3 on the Pilgrim Rd, Project No. HW22023 in Baldwin County, Alabama and being more fully described as follows:

#### Parcel 1 of 1:

Commencing at the Southeast corner of the Southeast Quarter of Section 30, Township 7 South, Range 5 East, in Baldwin County, Alabama;

Thence S89°55'1"W leaving the east line of said section a distance of 1,584.35 feet to the Point of Beginning of the property herein to be conveyed;

Thence continue S89°55'1"W along the grantor's south property line a distance of 1,092.99 feet to the grantor's Southwest property corner;

Thence N0°19'38"W along the grantor's west property line a distance of 30.00 feet to a point on the acquired right-of-way line;

BALDWIN COUNTY, ALABAMA HARRY D'OLIVE, JR. PROBATE JUDGE Filed/cert. 5/10/2022 2:39 PM TOTAL \$ 0.00



FORM ROW-4 Rev 10/03

Page 2 of 3

Thence N89°55'1"E along the acquired right-of-way line a distance of 1,093.11 feet to a rebar found on the grantor's east property line (said point is offset 30.00 feet right of and perpendicular to project centerline at station 13+73.35);

Thence S0°4'59"E a distance of 30.00 feet to the Point of Beginning of the property herein conveyed and containing 0.753 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 $\underline{\bigcirc}$ day of $\underline{\bigcirc}$ , 2022.   |
| )  |
| Charles A. Echnon Sr.  |
| Charles A. Eckman Sr   |
| Charles 11. Lexinan 51   |
|  |
|  |
|  |
| A CIZNOVIJI EDCIMENT   |
| ACKNOWLEDGMENT   |
| STATE OF ALABAMA )   |
|  |
| COUNTY OF BALDWIN )  |
| I (b) (1/2)  |
| I, blakely L. Hall , a Notary Public, in and for said County in said State, hereby                               |
| certify that <u>Charles A. Eckman Sr</u> , 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 $\phi$ day of $May$ , 2022.   |
|  |
|  |
| NOTANI PUDI IG   |
| NOTARY PUBLIC  |
|  |
| My Commission Expires:   |
| Commission Expires: August 21, 2024  |
|  |
|  |

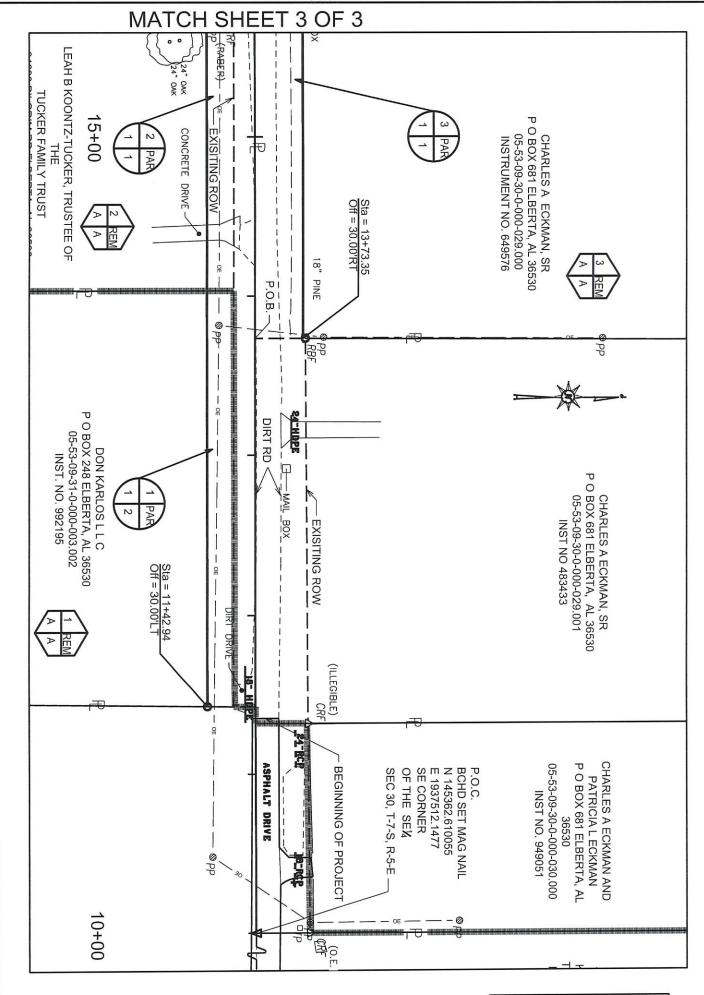
# ACKNOWLEDGEMENT OF FUNDING, WAIVER OF RIGHTS TO APPRAISAL AND JUST COMPENSATION AND RIGHT-OF-ENTRY

#### PILGRIM RD FROM ELBERTA CITY LIMITS TO EOM PROJECT NO. HW22023 BALDWIN COUNTY, ALABAMA TRACT 3

I (We) the undersigned property owner(s) do hereby acknowledge that I (we) have been made aware of the fact that this project is not funded and could remain unfunded for some time.

I (We) hereby acknowledge that I (we) have been made aware of my (our) rights to an appraisal and just compensation and in further consideration of the benefits accrued to my (our) property from the above-referenced project, I (we) do hereby waive my (our) rights to said appraisal and just compensation and grant right-of-entry for the construction of same. IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the <u>(a)</u> day of <u>MAM</u>, 2022. Charles A. Eckman Sr. **ACKNOWLEDGMENT** STATE OF ALABAMA ) COUNTY OF BALDWIN ) I, Blakely L. Hall , a Notary Public, in and for said County in said State, hereby certify that Charles A. Eckman Sr, 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 \_\_\_

My Commission Expires:
August 21, 2024
My Commission Expires:



THIS IS NOT A BOUNDARY SURVEY

#### **COUNTY OF BALDWIN**

| TRACT NO.  OWNER CHARLES A ECKMA | 3<br>NN, SR |
|----------------------------------|-------------|
| TOTAL ACREAGE                    | 39.169      |
| R.O.W. REQUIRED                  | 0.753       |
| PRESCRIPTIVE R.O.W.              | 0.506       |
| T.C.E. REQUIRED                  | N/A         |
| REMAINDER                        | 38.416      |

PROJECT NO. HW20023

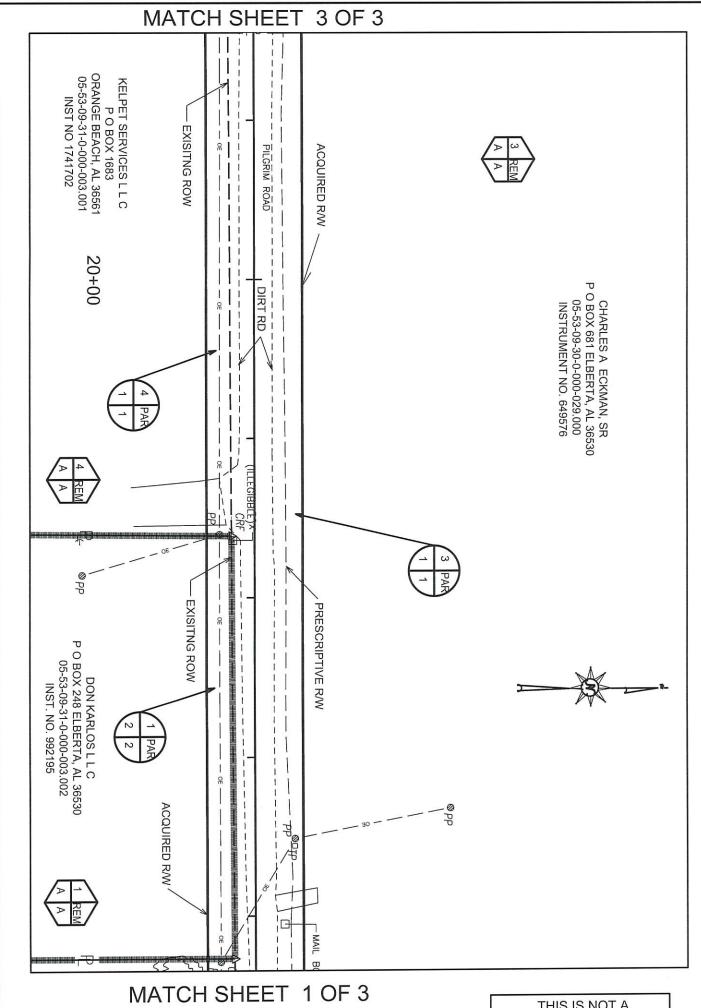
COUNTY BALDWIN

SCALE: 1"=60'

DATE; 3-25-2022

REVISED: N/A

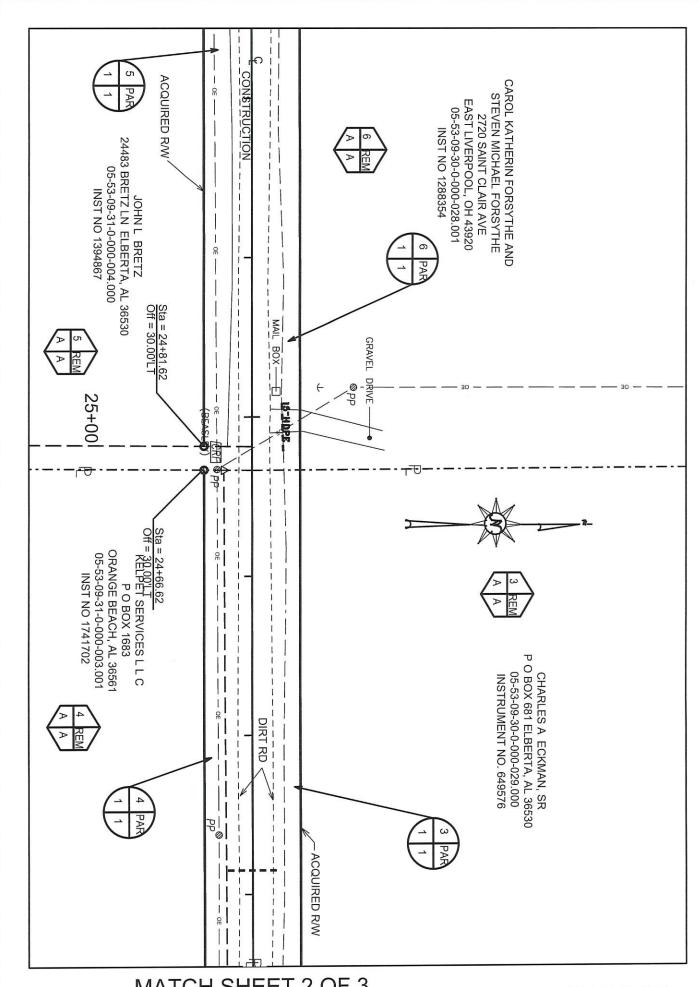
SHEET: 1 OF 3



THIS IS NOT A BOUNDARY SURVEY

#### COUNTY OF BALDWIN

| TRACT NO.  OWNER CHARLES A ECKMA | 3<br>.N, SR |
|----------------------------------|-------------|
| TOTAL ACREAGE                    | 39.169      |
| R.O.W. REQUIRED                  | 0.753       |
| PRESCRIPTIVE R.O.W.              | 0.506       |
| T.C.E. REQUIRED                  | N/A         |
| REMAINDER                        | 38.416      |



MATCH SHEET 2 OF 3

THIS IS NOT A BOUNDARY SURVEY

#### COUNTY OF BALDWIN

| TRACT NO.             | 3      |
|-----------------------|--------|
| OWNER CHARLES A ECKMA | AN, SR |
| TOTAL ACREAGE         | 39.169 |
| R.O.W. REQUIRED       | 0.753  |
| PRESCRIPTIVE R.O.W.   | 0.506  |
| T.C.E. REQUIRED       | N/A    |
| REMAINDER ———         | 38.416 |
| VEINVINDEV -          |        |

| PROJECT NO. | HW22023    |  |
|-------------|------------|--|
| COUNTY      | BALDWIN    |  |
| SCALE:      | 1"=60'     |  |
| DATE;       | 03-25-2022 |  |
| REVISED: _  | N/A        |  |
| SHEET:      | 3 OF 3     |  |
| OHLLI       |            |  |



# Pilgrim Road TR 3







#### **Baldwin County Commission**

#### **Agenda Action Form**

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 12/5/2022

Item Status: New

From: Joey Nunnally, P.E., County Engineer

Seth Peterson, P.E., Pre-Construction Manager

Tate Chalfant, Right-of-Way Manager

Submitted by: Lisa Sangster, Administrative Support Specialist IV

#### **ITEM TITLE**

Execution of IRS Form 8283 for Donated Right-of-Way on Project No. HW22023 - Pilgrim Road (Tract 6)

#### STAFF RECOMMENDATION

Take the following actions:

- 1) Accept 0.458 acres on Pilgrim Road (Tract 6) as a right-of-way donated to Baldwin County by Carol Katherin Forsythe and Steven Michael Forsythe on May 17, 2022 (Instrument No. 2001033 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**

**Background:** On May 17, 2022, the Baldwin County Highway Department accepted a right-of-way donation on Pilgrim Road from Carol Katherin Forsythe and Steven Michael Forsythe.

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 three (3) years after the date of receipt; and

3) The County states whether it intends to use the property for an unrelated use.

Previous Commission action/date: 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: Administration Staff prepare correspondence and have Chairman sign IRS form. Mail original to Steven and Carol Forsythe and send copy to Tate Chalfant.

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

Contact:

Carol Katherin Forsythe and Steven Michael Forsythe 2720 Saint Clair Avenue East Liverpool, Ohio 43920

Additional instructions/notes: N/A

### Form **8283** (Rev. November 2022)

Department of the Treasury

Internal Revenue Service

Att

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. 1545-0074

Attachment Sequence No. **155** 

Name(s) shown on your income tax return

Carol Katherin Forsythe and Steven Michael Forsythe

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

Identifying number

| Sect         | (or a gr                                    | oup of similar  | items) for                                    | whic                         | ch y   | ou/                 | clai                 | med                 | a b               | de        | duc                   | ctio             | n o       | f \$5              | 5,000                    | 0 or l                 | t in this section (<br>less. Also list pu<br>00. See instructi                                 | blicly traded                               |
|--------------|---|---|---|------------------------------|--|---------------------|----------------------|---------------------|-------------------|-----------|-----------------------|------------------|-----------|--------------------|--------------------------|------------------------|--|---|
| Par          |   | tion on Dona  |   |                              |  |                     |                      |                     |                   |           |                       |                  |           |                    |                          |                        |  |   |
| 1            |   | ne and address of th<br>nee organization                              | e   |                              | If donated property is a vehicle (see instructions), eck 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, modern mileage. For securities and other property see instructions.) |                     |                      |                     |                   |           |                       |                  |           |                    |                          |                        |  | ar, make, model, and nd other property,     |
| Α            |   |   |   | Н                            | Т  | П                   | П                    | _                   |                   | П         | T                     | П                | П         | Т                  | П                        |                        |  |   |
| В            |   |   |   |                              |  |                     |                      |                     |                   | П         |                       |                  | П         | <u> </u>           | $\overline{\mathbf{H}}$  |                        |  |   |
| С            |   |   |   |                              | _  |                     | <del></del>          |                     |                   | _         | _                     | _                | _         | ÷                  | $\overline{\Box}$        |                        |  |   |
|              |   |   |   | H                            | _  |                     |                      |                     |                   | _         |                       |                  |           | _                  | <del>     </del>         |                        |  |   |
|              |   |   |   | Ш                            |  |                     | Ш                    |                     |                   | Ш         |                       |                  |           |                    |                          |                        |  |   |
|              | 16.11                                       |   | 1 1 1   | Щ                            | Щ.   | Ц,                  | Щ                    |                     | Щ                 |           | $\perp$               | щ                | Ш         | <u></u>            | Щ.                       |                        |  | ) (0) 1()                                   |
| Note         |   |   |   |                              |  |                     | 1                    |                     |                   |           |                       | Т                |           |                    |                          |                        | mplete columns (e  | ), (f), and (g).                            |
|              | (d) Date of the contribution                | (e) Date acquired by donor (mo., yr.)                                 | (f) How<br>by                                 | donor                        |  |                     |                      | (g) Do<br>or adju   |                   |           |                       |                  |           |                    | rket va<br>uction        |                        | (i) Method use<br>the fair ma  | d to determine<br>arket value               |
| _ <u>A</u> _ |   |   |   |                              |  |                     |                      |                     |                   |           |                       |                  |           |                    |                          |                        |  |   |
| B            |   |   |   |                              |  |                     |                      |                     |                   |           |                       | -                |           |                    |                          |                        |  |   |
| D            |   |   |   |                              |  |                     |                      |                     |                   |           |                       | +                |           |                    |                          |                        |  |   |
| E            |   |   |   |                              |  |                     |                      |                     |                   |           |                       | +                |           |                    |                          |                        |  |   |
|              | Invento<br>which y<br>Section<br>qualifie   | ory Reportable<br>you claimed a of<br>A). Provide a<br>d appraisal is | e in Section deduction separate figenerally r | on A<br>of n<br>form<br>requ | nor  | Cor<br>e th<br>r ea | mple<br>an S<br>ch i | ete<br>\$5,0<br>tem | this<br>000<br>do | s s<br>pe | ecti<br>er ite<br>ted | on<br>em<br>l un | for<br>or | one<br>gro<br>s it | e ite<br>up (e<br>is pa  | m (or<br>exce<br>art o | cles, Intellectuar a group of simi<br>pt contributions<br>f a group of simi<br>e instructions. | lar items) for reportable in                |
| Par          |   | tion on Dona  |   |                              |  |                     |                      | l                   |                   |           |                       |                  |           |                    |                          |                        |  |   |
| 2            |   | that describes<br>atribution of \$20                                  |   |                              | bert   | y do                |                      | ∋a.<br>√ (          | ∩th               | orl       | 202                   | l Ec             | tate      |                    |                          |                        | i  Vehicles  |   |
|              | •   | d Conservation  |   | ,                            |  |                     | f                    | _                   |                   |           | nea<br>ties           | I L5             | lale      | ,                  |                          |                        | _  | d household items                           |
|              | c Equipme                                   |   |   | •••                          |  |                     | g                    |                     |                   |           | tible                 | s**              |           |                    |                          | ķ                      | Cother ☐ Other   | i nodocnora nome                            |
|              |   | ntribution of less  | than \$20,0                                   | 000)                         |  |                     | h                    |                     |                   |           |                       |                  | ope       | rty                |                          |                        |  |   |
| Notes        | historical memor                            | rabilia, and other s<br>clude coins, stam                             | similar object<br>ps, books, g                | ts.<br>ems,                  | jew  | elry,               | spor                 | ts m                | emo               | oral      | oilia,                | dol              | ls, e     | tc., I             | but n                    | ot art                 | textiles, carpets, silvas defined above.   | ver, rare manuscripts                       |
|              | . III Certaiii Cases                        | s, you must alla  | cii a quaiiii                                 | eu a                         | ppr  | aisai               | OI L                 | пер                 | лОþ               | Jei       | y. C                  | ee               | 11151     | luci               | LIONS                    | ·.                     |  |   |
| 3            |   | on of donated prope<br>ce, attach a separat                           |   | d                            |  |                     |                      |                     |                   |           |                       |                  |           |                    |                          |                        | as donated, give a brief<br>ty at the time of the gift   | (c) Appraised fair market value             |
| Α            | 0.458 Acres for C                           | County Road ROV   | V   |                              |  | Very                | God                  | od                  |                   |           |                       |                  |           |                    |                          |                        |  |   |
| В            |   |   |   |                              |  |                     |                      |                     |                   |           |                       |                  |           |                    |                          |                        |  |   |
| C            |   |   |   |                              |  |                     |                      |                     |                   |           |                       |                  |           |                    |                          |                        | 1  |   |
|              | (d) Date acquired<br>by donor<br>(mo., yr.) | ( <b>e)</b> Ho  | w acquired by                                 | / donc                       | or   |                     |                      |                     |                   |           | ost c<br>asis         | or               |           | enter              | argain<br>amou<br>ceived |                        | (h) Amount claimed as a deduction (see instructions)   | (i) Date of contribution (see instructions) |
| Α            |   |   |   |                              |  |                     |                      |                     |                   |           |                       |                  |           |                    |                          |                        |  |   |
| B            |   |   |   |                              |  |                     |                      |                     |                   |           |                       |                  |           |                    |                          |                        | 1  | 1   |

Form 8283 (Rev. 11-2022) Page 2 Name(s) shown on your income tax return Identifying number Carol Katherin Forsythe and Steven Michael Forsythe Partial Interests and Restricted Use Property (Other Than Qualified Conservation Contributions) -Part II Complete lines 4a through 4e if you gave less than an entire interest in a property listed in Section B, Part I. Complete lines 5a through 5c if conditions were placed on a contribution listed in Section B, Part I; also attach the required statement. See instructions. Enter the letter from Section B, Part I that identifies the property for which you gave less than an entire interest If Section B, Part II applies to more than one property, attach a separate statement. Total amount claimed as a deduction for the property listed in Section B, Part I: (1) For this tax year . (2) For any prior tax years 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 in Section B, Part V, below): Name of charitable organization (donee) Address (number, street, and room or suite no.) City or town, state, and ZIP code For tangible property, enter the place where the property is located or kept Name of any person, other than the donee organization, having actual possession of the property Yes No 5a Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property? 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? Part III Taxpayer (Donor) Statement - List each item included in Section B, 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 Section B, 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 Section B, Part I and describe the specific item. See instructions. Signature of taxpayer (donor) Date **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 Appraiser signature Here Title Appraiser name Business address (including room or suite no.) Identifying number City or town, state, and ZIP code **Donee Acknowledgment** Part V This charitable organization acknowledges that it is a qualified organization under section 170(c) and that it received the donated property as described in Section B, Part I, above on the following date May 17, 2022 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? 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, Alabama 36507 Date Authorized signature Title

Chairman

THIS INSTRUMENT PREPARED BY THE BALDWIN COUNTY HIGHWAY DEPARTMENT ROBERTSDALE, ALABAMA 36567

STATE OF ALABAMA )

**COUNTY OF BALDWIN** )

Project No. HW22023
Pilgrim Rd
G, D, B & Pave from Elberta City Limits to EOM
05-53-09-30-0-000-028.001
Tract No. 6

#### FEE SIMPLE WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten dollars (\$10.00), cash in hand paid to the undersigned by Baldwin County, Alabama, the receipt of which is hereby acknowledged, I (we), the undersigned Grantor(s), Carol Katherin Forsythe and Steven Michael Forsythe, husband and wife, conveying property not part of their homestead, have this day bargained and sold, and by these presents do hereby GRANT, BARGAIN, SELL and CONVEY unto Baldwin County, Alabama, the following described property:

A part of the Southeast Quarter the Southwest Quarter of Section 30, Township 7 South, Range 5 East, identified as Tract Number 6 on the Pilgrim Rd, Project No. HW22023 in Baldwin County, Alabama and being more fully described as follows:

#### Parcel 1 of 1:

Commencing at the Southwest corner of the Southwest Quarter of Section 30, Township 7 South, Range 5 East, in Baldwin County, Alabama;

Thence N89°55'1"E leaving the west line of said section a distance of 2,647.69 feet to the Point of Beginning of the property herein to be conveyed;

Thence N0°0'0"E along the grantor's west property line a distance of 30.00 feet to a point on the acquired right-of-way line;

Thence N89°55'1"E along the acquired right-of-way line a distance of 664.78 feet to a point on the grantor's east property line;

Thence S0°19'38"E along the grantor's east property line a distance of 30.00 feet to the grantor's Southeast property corner;

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT P.O. BOX 220 SILVERHILL, ALABAMA 36576

BALDWIN COUNTY, ALABAMA HARRY D'OLIVE, JR. PROBATE JUDGE Filed/Gert. 5/24/2022 2:39 PM TOTAL \$ 0.00 6 Pages



Thence S89°55'1"W a distance of 664.95 feet to the Point of Beginning of the property herein conveyed and containing 0.458 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 | 17th day of may     | , 2022.   |
|     |                     | Carol Katherin Forsythe  Carol Katherin Forsythe          |
|     |                     | Sur of Trainform Torsy the                                |

Steven Michael Forsythe

#### **ACKNOWLEDGMENT**

STATE OF Chico )
COUNTY OF Columbiana )

I, <u>CNASity Barton</u>, a Notary Public, in and for said County in said State, hereby certify that <u>Carol Katherin Forsythe</u> and <u>Steven Michael Forsythe</u>, 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 17th day of may, 2022.

Charty Barton
NOTARY PUBLIC

Chasity Barton
Notary Public
State of Ohio
My Commission Expires
February 27, 2026

# ACKNOWLEDGEMENT OF FUNDING, WAIVER OF RIGHTS TO APPRAISAL AND JUST COMPENSATION AND RIGHT-OF-ENTRY

#### PILGRIM RD FROM ELBERTA CITY LIMITS TO EOM PROJECT NO. HW22023 BALDWIN COUNTY, ALABAMA TRACT 6

I (We) the undersigned property owner(s) do hereby acknowledge that I (we) have been made aware of the fact that this project is not funded and could remain unfunded for some time.

I (We) hereby acknowledge that I (we) have been made aware of my (our) rights to an appraisal and just compensation and in further consideration of the benefits accrued to my (our) property from the above-referenced project, I (we) do hereby waive my (our) rights to said appraisal and just compensation and grant right-of-entry for the construction of same.

#### **ACKNOWLEDGMENT**

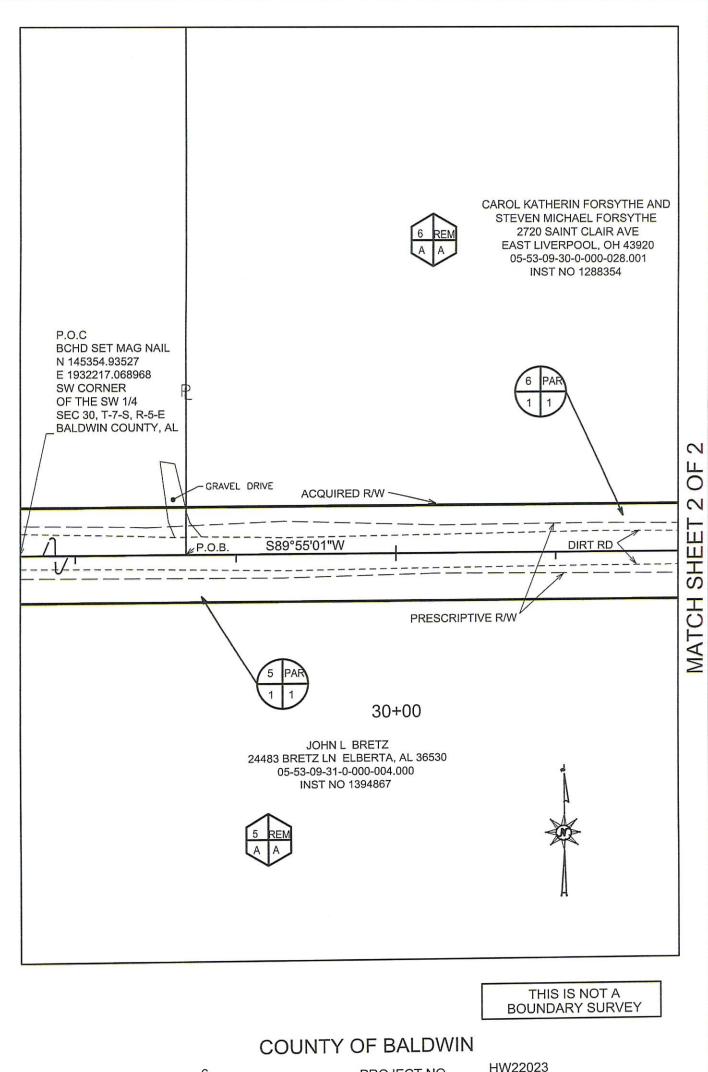
STATE OF Chia )

COUNTY OF COlumbiany

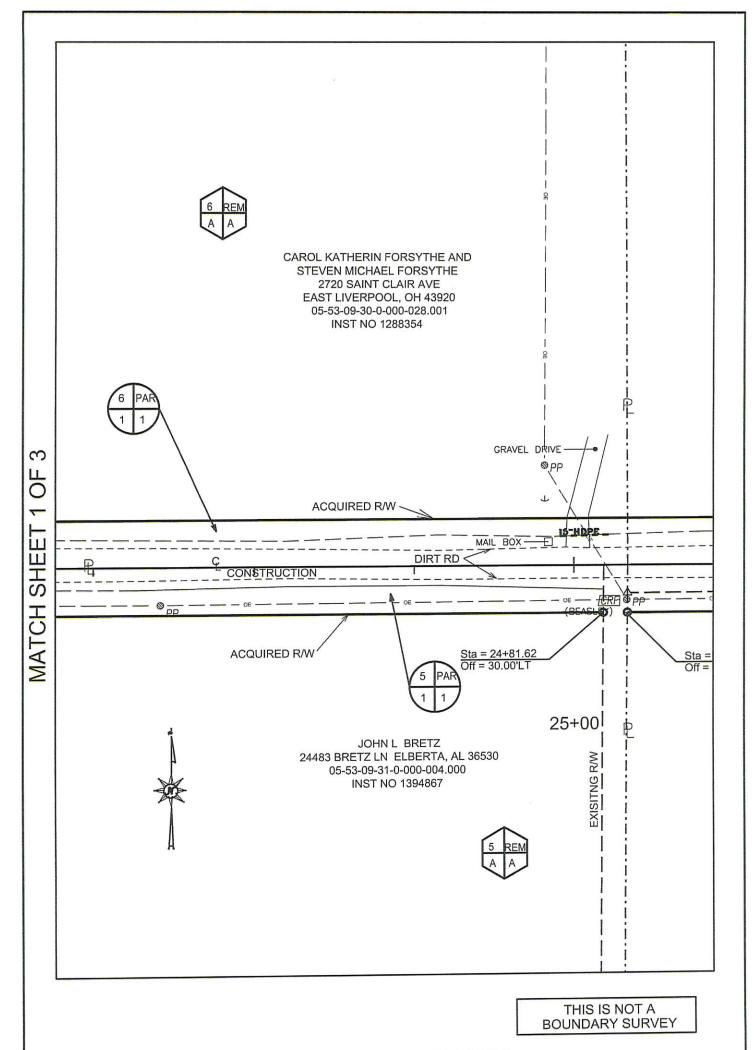
State, hereby certify that <u>Carol Katherin Forsythe and Steven Michael Forsythe</u>, whose name is, signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, they executed the same voluntarily on the day the same bears date.

Chasity Barton
Notary Public
State of Ohio
My Commission Expires
February 27, 2026

Notary Public
State of Ohio
Smmission Expires
bruary 27, 2026

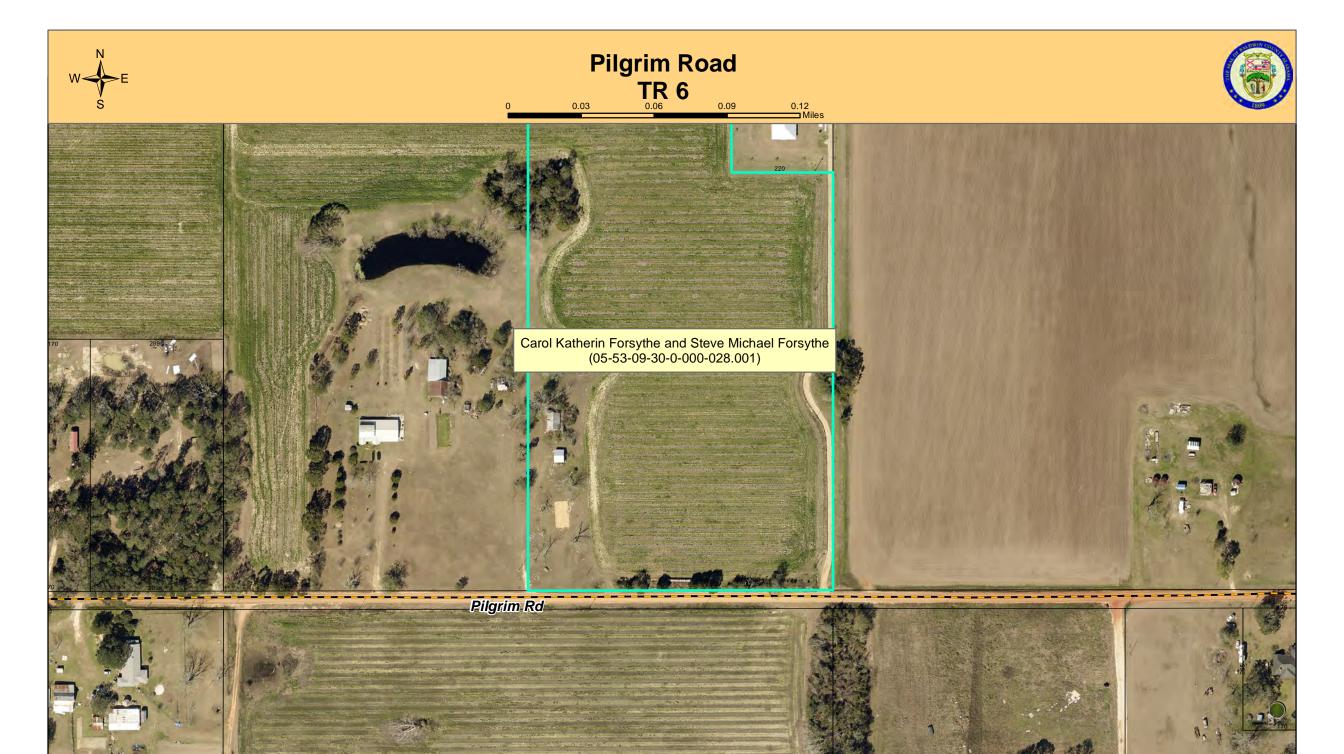


| TRACT NO.                               | 6                           | PROJECT NO. | 111122020  |  |
|---|-----------------------------|-------------|------------|--|
| CAROL KATHERIN                          | AND STEVEN MICHAEL FORSYTHE | COUNTY      | BALDWIN    |  |
| OWNER CAROL KATHERIN /<br>TOTAL ACREAGE | 20.020                      | SCALE:      | 1"=60'     |  |
| R.O.W. REQUIRED                         | 0.458                       | DATE:       | 03-25-2022 |  |
| PRESCRIPTIVE R.O.W.                     | 0.281                       | REVISED:    | N/A        |  |
| T.C.E. REQUIRED                         | N/A                         | SHEET:      | 1 OF 2     |  |
|   | 19.562                      | SHEET.      |            |  |
| REMAINDER ———                           | 10.002                      |             |            |  |



#### **COUNTY OF BALDWIN**

| TRACT NO.            | 6                           | PROJECT NO. | HVV22023   |  |
|----------------------|-----------------------------|-------------|------------|--|
| OWNER CAROL KATHERIN | AND STEVEN MICHAEL FORSYTHE | COUNTY      | BALDWIN    |  |
| TOTAL ACREAGE        | 20.020                      | SCALE:      | 1"=60'     |  |
| R.O.W. REQUIRED      | 0.458                       | DATE;       | 03-25-2022 |  |
| PRESCRIPTIVE R.O.W.  | 0.281                       | REVISED:    | N/A        |  |
| T.C.E. REQUIRED      | N/A                         | SHEET:      | 2 OF 2     |  |
| REMAINDER ———        | 19.562                      |             |            |  |
|                      |                             |             |            |  |





#### **Baldwin County Commission**

#### **Agenda Action Form**

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 12/5/2022

Item Status: New

From: Joey Nunnally, P.E., County Engineer

Seth Peterson, P.E., Pre-Construction Manager

Tate Chalfant, Right-of-Way Manager

Submitted by: Lisa Sangster, Administrative Support Specialist IV

#### **ITEM TITLE**

Execution of IRS Form 8283 for Donated Right-of-Way on Project No. HW22023 - Pilgrim Road (Tract 7)

#### STAFF RECOMMENDATION

Take the following actions:

- 1) Accept 0.453 acres on Pilgrim Road (Tract 7) as a right-of-way donated to Baldwin County by Allen Eugene Lewis and Carole Ann Lewis on May 13, 2022 (Instrument No. 2001037 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**

**Background:** On May 13, 2022, the Baldwin County Highway Department accepted a right-of-way donation on Pilgrim Road from Allen Eugene Lewis and Carole Ann Lewis.

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 three (3) years after the date of receipt; and

3) The County states whether it intends to use the property for an unrelated use.

Previous Commission action/date: 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:** Administration Staff prepare correspondence and have Chairman sign IRS form. Mail original to Allen and Carole Lewis and send copy to Tate Chalfant.

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

Contact:

Allen Eugene Lewis and Carole Ann Lewis 24355 Pilgrim Road Elberta, Alabama 36530

Additional instructions/notes: N/A

### Form **8283** (Rev. November 2022)

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. 1545-0074

Attachment Sequence No. **155** 

Name(s) shown on your income tax return

Allen Eugene Lewis and Carole Ann Lewis

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

Identifying number

| Sect |  | oup of similar                    | items) for     | whic  | h y   | ou c         | clain            | ned                    | a c          | ledi           | uct   | ion           | ı of            | \$5,   | 000 or                      | st in this sectio<br>less. Also list p<br>000. See instru   | oublic  | cly traded                                  |
|------|--|-----------------------------------|----------------|-------|---|--------------|------------------|------------------------|--------------|----------------|-------|---------------|-----------------|--|-----------------------------|---|---|---|
| Par  |  |                                   |                |       |   |              |                  |                        |              |                |       |               |                 |  |                             |   | CHOIR   | 5.  |
| 1    | (a) Name and address of the donee organization (b) If c  |                                   |                |       | don   |              | orope<br>k. Alse | rty is<br>o ent        | a ve         | hicle<br>e veh | (see  | e ins<br>ider | struc<br>ntific | tions)<br>ation                              | , <b>(c)</b> [              | (c) Description and condition of donated property (For a vehicle, enter the year, make, model, and mileage. For securities and other property, see instructions.) |   |   |
| Α    |  |                                   |                |       | П   | T            | П                | П                      |              | Т              | П     | Т             | Т               | П  | 1                           |   |   |   |
| В    |  |                                   |                |       |   | ÷            |                  |                        |              |                |       | <u> </u>      | <u> </u>        |  | -                           |   |   |   |
| C    |  |                                   |                |       |   | <del> </del> |                  |                        |              | _              |       | <u> </u>      | <u> </u>        |  | _                           |   |   |   |
|      |  |                                   |                |       | Ш   | _            |                  |                        |              | _              |       | _             | _               |  | _                           |   |   |   |
|      |  |                                   |                |       | Ш   |              |                  |                        |              |                | Ш     |               |                 |  |                             |   |   |   |
|      | : If the amount yo   | u alaimad aa a                    | doduction      | for o |   |              | \                | $\prod_{i=1}^{N}$      | <u> </u>     |                |       | 40            |                 | <u>                                     </u> | 10 +0 00                    | amplete selumne   | (a) (f  | i) and (a)                                  |
| Note | (d) Date of the  | (e) Date acquired                 | (f) How        |       |   | em is        |                  | ) Dor                  |              |                |       |               |                 |  | et value                    | (i) Method (  | . ,   | , (6)                                       |
| A    | contribution   | by donor (mo., yr.)               | by             | donor |   |              | or               | adjus                  | sted         | basis          | 3     | (s            | see ii          | nstrud                                       | tions)                      | the fair  | market  | t value                                     |
| В    |  |                                   |                |       |   |              |                  |                        |              |                |       |               |                 |  |                             |   |   |   |
| С    |  |                                   |                |       |   |              |                  |                        |              |                |       |               |                 |  |                             |   |   |   |
| D    |  |                                   |                |       |   |              |                  |                        |              |                |       |               |                 |  |                             |   |   |   |
| Е    |  |                                   |                |       |   |              |                  |                        |              |                |       |               |                 |  |                             |   |   |   |
|      | 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. |                                   |                |       |   |              |                  |                        |              |                |       |               |                 |  |                             |   |   |   |
| Par  |  | ion on Dona                       |                |       |   |              |                  |                        |              |                |       |               |                 |  |                             |   |   |   |
| 2    | Check the box  |                                   |                |       | erty  |              |                  |                        | \ <b>.</b>   | . D.           |       |               | _4_             |  |                             | :  \bigcup \text{Vabialas}  |   |   |
|      | •  | tribution of \$20<br>Conservation |                |       |   |              | e [              | √ 0<br>□ s             | itne<br>Secu |                |       | EST           | ate             |  |                             | i ☐ Vehicles  | and he  | ousehold items                              |
|      | c Equipme  |                                   | Continuatio    |       |   |              | g [              |                        | olle         |                |       | **            |                 |  |                             | k ☐ Other   | ind ne  | Jaseriola items                             |
|      |  | tribution of less                 | s than \$20,0  | 000)  |   |              | h [              | _ Ir                   | ntell        | ectu           | ıal I | Pro           | per             | ty   |                             |   |   |   |
|      | historical memora  | abilia, and other s               | similar object | s.    |   |              |                  |                        |              |                |       |               |                 |  |                             | t as defined above  |   | rare manuscripts                            |
| Note | In certain cases,  | , you must atta                   | ch a qualifie  | ed ap | pra   | aisal        | of th            | ie pr                  | rope         | erty.          | Se    | e ir          | nstr            | uctio  | ons.                        |   |   |   |
| 3    | (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   |   |   |
| Α    | 0.453 Acres for Co   | ounty Road ROV                    | V              | ١     | /ery  | Goo          | d                |                        |              |                |       |               |                 |  |                             |   |   |   |
| В    |  |                                   |                |       | $\Box$  |              |                  |                        |              |                |       |               |                 |  |                             |   |   |   |
| С    |  | 1                                 |                |       |   |              |                  |                        |              |                |       |               |                 |  |                             |   | $\perp$   |   |
|      | (d) Date acquired<br>by donor<br>(mo., yr.)  | <b>(e)</b> Ho                     | w acquired by  | dono  | r   |              | (                | ( <b>f)</b> Do<br>adju | nor's        |                |       | (9            |                 |  | gain sales<br>mount<br>ived | s, <b>(h)</b> Amount claim as a deduction (see instructions   | ı   | (i) Date of contribution (see instructions) |
| A    |  |                                   |                |       |   |              |                  |                        |              |                |       | $\perp$       |                 |  |                             |   | $-\!$ |   |
|      |  |                                   |                |       |   |              |                  |                        |              |                |       |               |                 |  |                             |   |   |   |

Page 2 Name(s) shown on your income tax return Identifying number Allen Eugene Lewis and Carole Ann Lewis Partial Interests and Restricted Use Property (Other Than Qualified Conservation Contributions) -Part II Complete lines 4a through 4e if you gave less than an entire interest in a property listed in Section B, Part I. Complete lines 5a through 5c if conditions were placed on a contribution listed in Section B, Part I; also attach the required statement. See instructions. Enter the letter from Section B, Part I that identifies the property for which you gave less than an entire interest If Section B, Part II applies to more than one property, attach a separate statement. Total amount claimed as a deduction for the property listed in Section B, Part I: (1) For this tax year . (2) For any prior tax years 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 in Section B, Part V, below): Name of charitable organization (donee) Address (number, street, and room or suite no.) City or town, state, and ZIP code For tangible property, enter the place where the property is located or kept Name of any person, other than the donee organization, having actual possession of the property Yes No 5a Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property? 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? Part III Taxpayer (Donor) Statement - List each item included in Section B, 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 Section B, 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 Section B, Part I and describe the specific item. See instructions. Signature of taxpayer (donor) Date 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 Appraiser signature Here Title Appraiser name Business address (including room or suite no.) Identifying number City or town, state, and ZIP code **Donee Acknowledgment** Part V This charitable organization acknowledges that it is a qualified organization under section 170(c) and that it received the donated property as described in Section B, Part I, above on the following date May 13, 2022 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? 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, Alabama 36507 Date Authorized signature Title Chairman

Form 8283 (Rev. 11-2022)

THIS INSTRUMENT PREPARED BY THE BALDWIN COUNTY HIGHWAY DEPARTMENT ROBERTSDALE, ALABAMA 36567

STATE OF ALABAMA )

COUNTY OF BALDWIN )

Project No. HW22023
Pilgrim Rd
G, D, B & Pave from Elberta City Limits to EOM
05-53-09-30-0-000-028.000
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), Allen Eugene Lewis and Carole Ann Lewis, 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 Southeast Quarter the Southwest Quarter of Section 30, Township 7 South, Range 5 East, identified as Tract Number 7 on the Pilgrim Rd, Project No. HW22023 in Baldwin County, Alabama and being more fully described as follows:

#### Parcel 1 of 1:

Commencing at the Southwest corner of the Southwest Quarter of Section 30, Township 7 South, Range 5 East, in Baldwin County, Alabama;

Thence N89°55'1"E leaving the west line of said section a distance of 1,323.76 feet to the Point of Beginning of the property herein to be conveyed;

Thence N0°5'1"E along the grantor's west property line a distance of 30.00 feet to a point on the acquired right-of-way line;

Thence N89°55'1"E along the acquired right-of-way line a distance of 658.94 feet to a point on the grantor's east property line;

Thence S0°0'0"E along the grantor's east property line a distance of 30.00 feet to the grantor's Southeast property corner;

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT P.O. BOX 220 SILVERHILL, ALABAMA 36576 BALDWIN COUNTY, ALABAMA
HARRY D'OLIVE, JR. PROBATE JUDGE
Filedicert. 5/24/2022 2:42 PM
TOTAL \$ 0.00



Thence S89°55'1"W a distance of 658.99 feet to the Point of Beginning of the property herein conveyed and containing 0.453 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, 2022.  |
|---|
| Allen Eugene Lewis  |
| Carole Ann Lewis  |
|   |
| ACKNOWLEDGMENT  |
| STATE OF ALABAMA ) COUNTY OF BALDWIN )  |
| I, Barry L. Hall , a Notary Public, in and for said County in said State, hereby certify that Allen Eugene Lewis and Carole Ann Lewis, 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 \( \lambda \frac{3}{4} \) day of \( \lambda \text{COU} \), 2022. |
| NOTARY PUBLIC   |
|   |

Commission Expires: \_

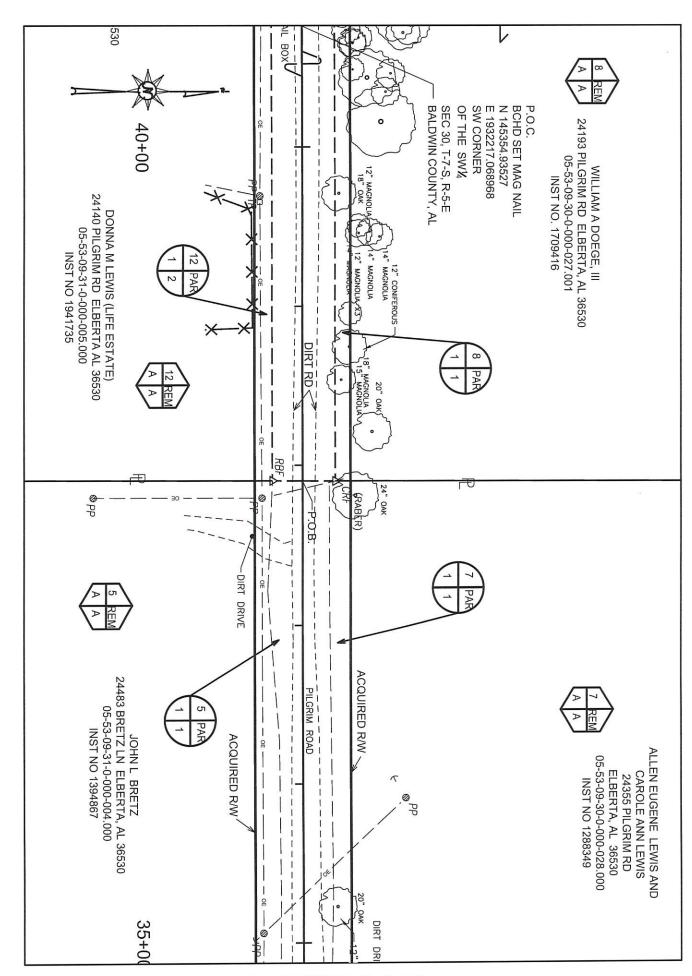
# ACKNOWLEDGEMENT OF FUNDING, WAIVER OF RIGHTS TO APPRAISAL AND JUST COMPENSATION AND RIGHT-OF-ENTRY

#### PILGRIM RD FROM ELBERTA CITY LIMITS TO EOM PROJECT NO. HW22023 BALDWIN COUNTY, ALABAMA TRACT 7

| I (We) th     | ne undersigned     | property  | owner(s)    | do here | by ack  | nowledg  | ge that I | (we)  | have  | beer |
|---------------|--------------------|-----------|-------------|---------|---------|----------|-----------|-------|-------|------|
| made aware of | the fact that this | s project | is not fund | led and | could r | remain ι | unfunded  | for s | ome t | ime. |

I (We) hereby acknowledge that I (we) have been made aware of my (our) rights to an appraisal and just compensation and in further consideration of the benefits accrued to my (our) property from the above-referenced project, I (we) do hereby waive my (our) rights to said appraisal and just compensation and grant right-of-entry for the construction of same.

| appraisal and just compensation and grant right-of-entry for the construction of same.  |
|---|
| IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the  day of May, 2022.  Allen Eugene Lewis  Carole Ann Lewis   |
| ACKNOWLEDGMENT  |
| STATE OF ALABAMA )  |
| COUNTY OF BALDWIN )   |
| I, Bracking L. Hall , a Notary Public, in and for said County in said State, hereby certify that Allen Eugene Lewis and Carole Ann Lewis, 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, they executed the same voluntarily on the day the same bears date.  Given under my hand and official seal this 13 day of May , 2022. |
| My Commission Expires: August 21, 2024 My Commission Expires:   |



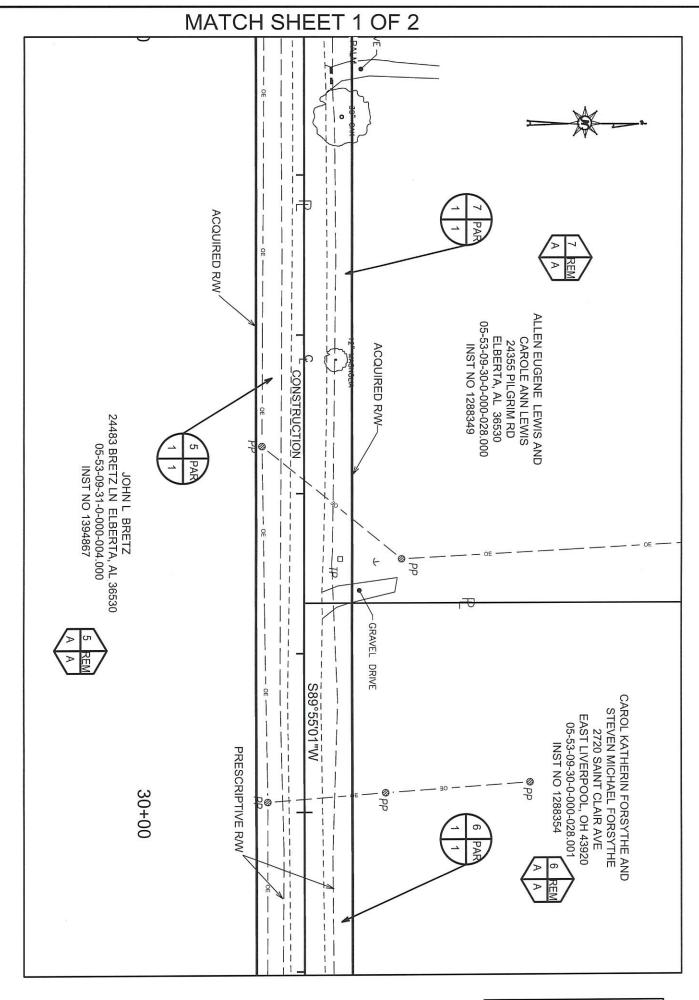
### MATCH SHEET 2 OF 2

THIS IS NOT A BOUNDARY SURVEY

#### COUNTY OF BALDWIN

| TRACT NO              | 7                   |   |
|-----------------------|---------------------|---|
| OWNER ALLEN EUGENE AN | ND CAROLE ANN LEWIS |   |
| TOTAL ACREAGE         | 19.957              |   |
| R.O.W. REQUIRED       | 0.453               | _ |
| PRESCRIPTIVE R.O.W.   | 0.276               | _ |
| T.C.E. REQUIRED       | N/A                 |   |
|                       | 19.504              | _ |
| REMAINDER ———         | 10.001              | - |

| PROJECT NO. | HW22023    |  |
|-------------|------------|--|
| COUNTY      | BALDWIN    |  |
| SCALE:      | 1"=60'     |  |
| DATE;       | 03-26-2022 |  |
| REVISED:    | N/A        |  |
| SHEET:      | 1 OF 2     |  |
| SIILLI      |            |  |



THIS IS NOT A BOUNDARY SURVEY

#### **COUNTY OF BALDWIN**

| TRACT NO.  OWNER ALLEN EUGENE AN | 7<br>D CAROLE ANN LEWIS |
|----------------------------------|-------------------------|
| TOTAL ACREAGE                    | 19.957                  |
| R.O.W. REQUIRED                  | 0.453                   |
| PRESCRIPTIVE R.O.W.              | 0.276                   |
| T.C.E. REQUIRED                  | N/A                     |
| REMAINDER                        | 19.504                  |

PROJECT NO. HW22023

COUNTY BALDWIN

SCALE: 1"=60'

DATE; 03-26-2022

REVISED: N/A

SHEET: 2 OF 2



# **Pilgrim Road**



TR 7 0.075 Allen Eugene and Carole Ann Lewis (05-53-09-30-0-000-028.000) Pflgrim Rd



#### **Baldwin County Commission**

#### **Agenda Action Form**

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 12/5/2022

Item Status: New

From: Joey Nunnally, P.E., County Engineer

Seth Peterson, P.E., Pre-Construction Manager

Tate Chalfant, Right-of-Way Manager

Submitted by: Lisa Sangster, Administrative Support Specialist IV

#### **ITEM TITLE**

Execution of IRS Form 8283 for Donated Right-of-Way on Project No. HW22023 - Pilgrim Road (Tract 8)

#### STAFF RECOMMENDATION

Take the following actions:

- 1) Accept 0.102 acres on Pilgrim Road (Tract 8) as a right-of-way donated to Baldwin County by William A. Doege, III, on July 5, 2022 (Instrument No. 2009507 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**

**Background:** On July 5, 2022, the Baldwin County Highway Department accepted a right-of-way donation on Pilgrim Road from William A. Doege, III.

By the Chairman executing the IRS Form 8283, the County is not indicating that it agrees with the valuation of the property, but rather the County is acknowledging the fact that the County did receive the property.

The only part of the form that will be signed by the Chairman is Part IV, Donee Acknowledgement, in which:

- 1) The date of receipt of the donation is acknowledged; and
- 2) The County affirms that it will file an IRS information return should it dispose of the property within three (3) years after the date of receipt; and

3) The County states whether it intends to use the property for an unrelated use.

Previous Commission action/date: 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?  $\ensuremath{\mathsf{N/A}}$ 

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 prepare correspondence and have Chairman sign IRS form. Mail original to William A. Doege, III, and send copy to Tate Chalfant.

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

Contact:

Mr. William A. Doege, III 24193 Pilgrim Road Elberta. Alabama 36530

Additional instructions/notes: N/A

### Form **8283**(Rev. November 2022)

(Rev. November 2022)
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.

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

OMB No. 1545-0074

Attachment Sequence No. **155** 

Name(s) shown on your income tax return

William A. Doege, III

Identifying number

| Sect  | ion A. Donate<br>(or a gro<br>securitie  | d Property of<br>oup of similar<br>es and certain                 | items) for                                     | whice  | ch y       | you (        | clair  | med                    | l a c              | led                | uct                 | tior              | า of         | \$5,0                 | 000 or  | less.                        | Also li                             | st pub                        | olicly traded                               |
|-------|--|---|--|--|------------|--------------|--|------------------------|--------------------|--------------------|---------------------|-------------------|--------------|-----------------------|---|------------------------------|-------------------------------------|-------------------------------|---|
| Par   |  | tion on Dona  |  |  |            |              |  |                        |                    |                    |                     |                   |              |                       |   |                              |                                     |                               |   |
| 1     | donee organization check   |   |  | If donated property is a vehicle (see instructions), eck the box. Also enter the vehicle identification number (unless Form 1098-C is attached). |            |              |  |                        |                    |                    |                     |                   | ation        | `(Fo                  | (c) Description and condition of donated property (For a vehicle, enter the year, make, model, and mileage. For securities and other property, see instructions.) |                              |                                     |                               |   |
| Α     |  |   |  | П  | T          | П            | П  | T                      |                    | T                  | П                   | _                 | $\top$       | П                     |   |                              |                                     |                               |   |
| В     |  |   |  | H  | _          |              |  | _                      |                    |                    |                     |                   | <u> </u>     |                       |   |                              |                                     |                               |   |
| С     |  |   |  |  | _          |              |  |                        |                    | _                  |                     | _                 | <del>+</del> |                       |   |                              |                                     |                               |   |
| D     |  |   |  | H  |            |              |  |                        |                    |                    |                     | _                 | _            |                       |   |                              |                                     |                               |   |
|       |  |   |  |  |            |              | Ш  |                        |                    |                    | Ш                   |                   |              |                       |   |                              |                                     |                               |   |
|       | If the control of the |   | -ll  | Щ  |            | Ц,           | <u>                                     </u> |                        |                    |                    | Ш                   |                   |              | Ш                     |   |                              |                                     | (-)                           | (f)   ()                                    |
| Note: | If the amount you  |   |  |  |            |              | 1  |                        |                    |                    |                     |                   |              |                       |   | mplet                        |                                     |                               |   |
|       | (d) Date of the contribution   | (e) Date acquired by donor (mo., yr.)                             | (f) How<br>by                                  | dono   |            |              |  | <b>g)</b> Do<br>r adju |                    |                    |                     |                   |              |                       | et value<br>tions)  |                              |                                     |                               | l to determine<br>ket value                 |
| _A    |  |   |  |  |            |              |  |                        |                    |                    |                     |                   |              |                       |   |                              |                                     |                               |   |
| В     |  |   |  |  |            |              |  |                        |                    |                    | $\dashv$            |                   |              |                       |   |                              |                                     |                               |   |
| C     |  |   |  |  |            |              |  |                        |                    |                    |                     |                   |              |                       |   |                              |                                     |                               |   |
| E     |  |   |  |  |            |              |  |                        |                    |                    |                     |                   |              |                       |   |                              |                                     |                               |   |
|       | which y<br>Section<br>qualified  | ory Reportable<br>ou claimed a<br>A). Provide a<br>d appraisal is | e in Section deduction separate generally in   | on A<br>of r<br>form<br>requ   | nor<br>nor | Cor<br>e the | nple<br>an \$<br>ch it                       | ete t<br>\$5,0<br>tem  | his<br>00 p<br>dor | sec<br>per<br>nate | ctio<br>ite<br>ed ( | n f<br>m (<br>unl | or o         | one<br>Iroul<br>it is | tem (c<br>c) (exce<br>part c  | or a gi<br>ept co<br>of a gi | roup of<br>ontribution              | f simil<br>tions i<br>f simil | ar items) for<br>reportable in              |
| Par   |  | tion on Dona  |  |  |            |              |  |                        |                    |                    |                     |                   |              |                       |   |                              |                                     |                               |   |
| 2     | Check the box  |   |  |  | pert       | y do         |  |                        |                    | _                  |                     |                   |              |                       |   |                              | .,                                  |                               |   |
|       |  | ntribution of \$20<br>d Conservation                              |  |  |            |              | _  | ✓ (                    |                    |                    |                     | Est               | ate          |                       |   | _                            | Vehicle                             |                               | havaahald itama                             |
|       | b  |   | Contributio                                    | )f I   |            |              | f<br>g                                       |                        | Secu<br>Colle      |                    |                     | **                |              |                       |   |                              | Other                               | ig and                        | household items                             |
|       |  | ntribution of less  | s than \$20.0                                  | 000)   |            |              | 9<br>h                                       | _                      | ntelle             |                    |                     |                   | per          | tv                    |   | ` _                          | Othici                              |                               |   |
|       | * Art includes pa<br>historical memor<br>** Collectibles inc   | intings, sculpture<br>abilia, and other sclude coins, stam        | s, watercolor<br>similar objec<br>ps, books, g | rs, pr<br>ts.<br>ems,  | jew        | elry,        | sport  | s, cer<br>ts me        | amic<br>emor       | s, a<br>abili      | intic               | ques<br>dolls     | s, de        | cora                  | t not ar  |                              |                                     |                               | er, rare manuscripts                        |
| Note: | In certain cases   | , you must atta   | ch a qualifi                                   | ed a   | ppr        | aisal        | of th  | he p                   | rope               | erty.              | . Se                | e ii              | nstr         | uctic                 | ns.   |                              |                                     |                               | I   |
| 3     |  | on of donated prope<br>ce, attach a separat                       |  | d  |            |              |  |                        |                    |                    |                     |                   |              |                       |   |                              | ated, give<br>e time of             |                               | (c) Appraised fair<br>market value          |
| Α     | 0.102 Acres for C  | ounty Road ROV  | V  |  |            | Very         | Goo  | od .                   |                    |                    |                     |                   |              |                       |   |                              |                                     |                               |   |
| В     |  |   |  |  |            |              |  |                        |                    |                    |                     |                   |              |                       |   |                              |                                     |                               |   |
| С     |  | 1   |  |  |            |              |  |                        |                    |                    |                     | _                 |              |                       |   |                              |                                     |                               |   |
|       | (d) Date acquired<br>by donor<br>(mo., yr.)  | <b>(e)</b> Ho   | w acquired by                                  | / dono   | or         |              |  | (f) Do<br>adj          | onor's<br>usted    |                    |                     | (                 |              |                       | gain sales<br>mount<br>ved  | a                            | Amount c<br>s a deduc<br>ee instruc | ction                         | (i) Date of contribution (see instructions) |
| Α     |  |   |  |  |            |              | $\perp$                                      |                        |                    |                    |                     |                   |              |                       |   |                              |                                     |                               |   |
| В     |  |   |  |  |            |              |  |                        |                    |                    |                     |                   |              |                       |   |                              |                                     |                               |   |

Form 8283 (Rev. 11-2022) Page 2 Name(s) shown on your income tax return Identifying number William A. Doege, III Partial Interests and Restricted Use Property (Other Than Qualified Conservation Contributions) -Part II Complete lines 4a through 4e if you gave less than an entire interest in a property listed in Section B, Part I. Complete lines 5a through 5c if conditions were placed on a contribution listed in Section B, Part I; also attach the required statement. See instructions. Enter the letter from Section B, Part I that identifies the property for which you gave less than an entire interest If Section B, Part II applies to more than one property, attach a separate statement. Total amount claimed as a deduction for the property listed in Section B, Part I: (1) For this tax year . (2) For any prior tax years 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 in Section B, Part V, below): Name of charitable organization (donee) Address (number, street, and room or suite no.) City or town, state, and ZIP code For tangible property, enter the place where the property is located or kept Name of any person, other than the donee organization, having actual possession of the property Yes No 5a Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property? 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? Part III Taxpayer (Donor) Statement - List each item included in Section B, 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 Section B, 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 Section B, Part I and describe the specific item. See instructions. Signature of taxpayer (donor) Date 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 Appraiser signature Here Title Appraiser name Business address (including room or suite no.) Identifying number City or town, state, and ZIP code **Donee Acknowledgment** Part V This charitable organization acknowledges that it is a qualified organization under section 170(c) and that it received the donated property as described in Section B, Part I, above on the following date July 5, 2022 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? 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, Alabama 36507 Date Authorized signature Title Chairman

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. HW22023

Pilgrim Rd

G, D, B & Pave from Elberta City Limits to EOM

05-53-09-30-0-000-027.001

05-53-09-30-0-000-027.004

Tract No. 8

#### FEE SIMPLE WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten dollars (\$10.00), cash in hand paid to the undersigned by Baldwin County, Alabama, the receipt of which is hereby acknowledged, I (we), the undersigned Grantor(s), William A. Doege, III A/K/A William August Doege, III, a single man, conveying property not part of their homestead, have this day bargained and sold, and by these presents do hereby GRANT, BARGAIN, SELL and CONVEY unto Baldwin County, Alabama, the following described property:

A part of the Southwest Quarter the Southwest Quarter of Section 30, Township 7 South, Range 5 East, identified as Tract Number 8 on the Pilgrim Rd, Project No. HW22023 in Baldwin County, Alabama and being more fully described as follows:

#### Parcel 1 of 1:

Commencing at the Southwest corner of the Southwest Quarter of Section 30, Township 7 South, Range 5 East, in Baldwin County, Alabama;

Thence N89°55'1"E leaving the west line of said section a distance of 864.59 feet to a point;

Thence N0°0'0"W a distance of 20.25 feet to a point on the existing right-of-way being the Point of Beginning of the property herein to be conveyed;

Thence N0°21'20"E along the grantor's west property line a distance of 9.75 feet to a point on the acquired right-of-way line;

Thence N89°55'1"E along the acquired right-of-way line a distance of 459.15 feet to a point on the grantor's east property line;

GRANTEE'S ADDRESS:

BALDWIN COUNTY, ALABAMA Harry d'Olive, Jr. Probate Judge Filed/Cert. 7/5/2022 1:01 PM Total \$ 0.00 6 Pages



Thence S0°8'30"W along the grantor's east property line a distance of 9.54 feet to a capped rebar found on the existing right-of-way line;

Thence S89°53'24"W a distance of 459.19 feet to the Point of Beginning of the property herein conveyed and containing 0.102 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.

| the, 2022.  William A. Doege, III A/K/A   |
|---|
| William August Doege, III   |
| ACKNOWLEDGMENT  |
| STATE OF ALABAMA ) COUNTY OF BALDWIN )  |
| I, Bakely L. Hall, a Notary Public, in and for said County in said State, hereby certify that William A. Doege, III A/K/A William August Doege, III, 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 |

# ACKNOWLEDGEMENT OF FUNDING, WAIVER OF RIGHTS TO APPRAISAL AND JUST COMPENSATION AND RIGHT-OF-ENTRY

#### PILGRIM RD FROM ELBERTA CITY LIMITS TO EOM PROJECT NO. HW22023 BALDWIN COUNTY, ALABAMA TRACT 8

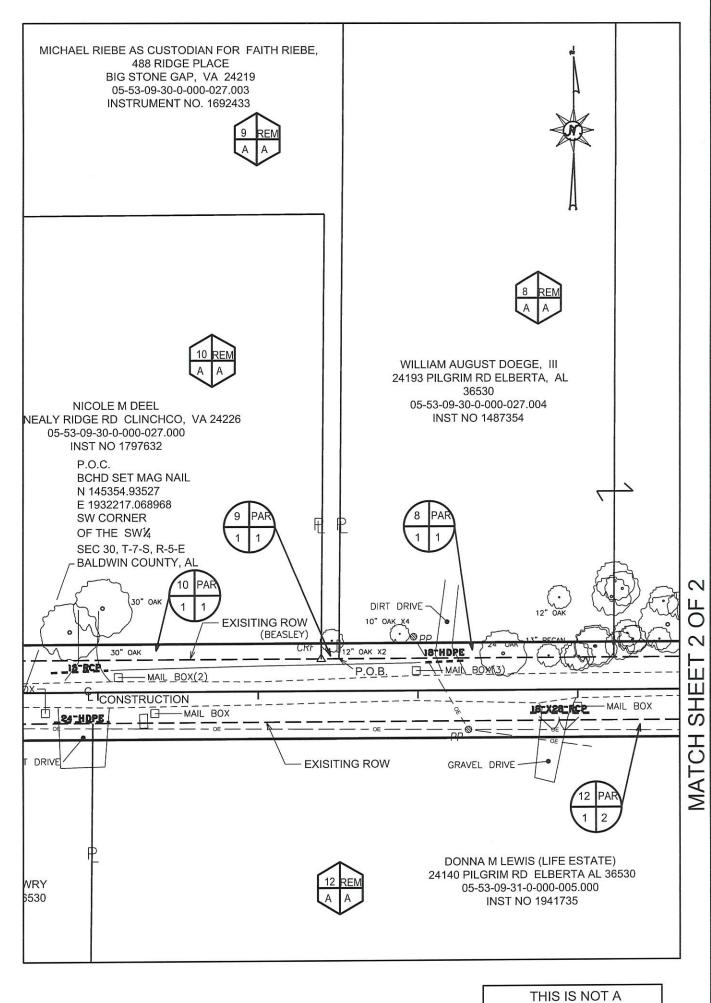
I (We) the undersigned property owner(s) do hereby acknowledge that I (we) have been made aware of the fact that this project is not funded and could remain unfunded for some time.

I (We) hereby acknowledge that I (we) have been made aware of my (our) rights to an appraisal and just compensation and in further consideration of the benefits accrued to my (our) property from the above-referenced project, I (we) do hereby waive my (our) rights to said appraisal and just compensation and grant right-of-entry for the construction of same.

| appraisal and just compensation and grant right-of-entry for the construction of same.  |
|---|
| IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day of   |
| ACKNOWLEDGMENT  |
| STATE OF ALABAMA )  |
| COUNTY OF BALDWIN )   |
| I, Blackery L. Howl, a Notary Public, in and for said County in said State, hereby certify that William A. Doege, III A/K/A William August Doege, III, 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 5 day of July, 2022.  NOTARY PUBLIC |

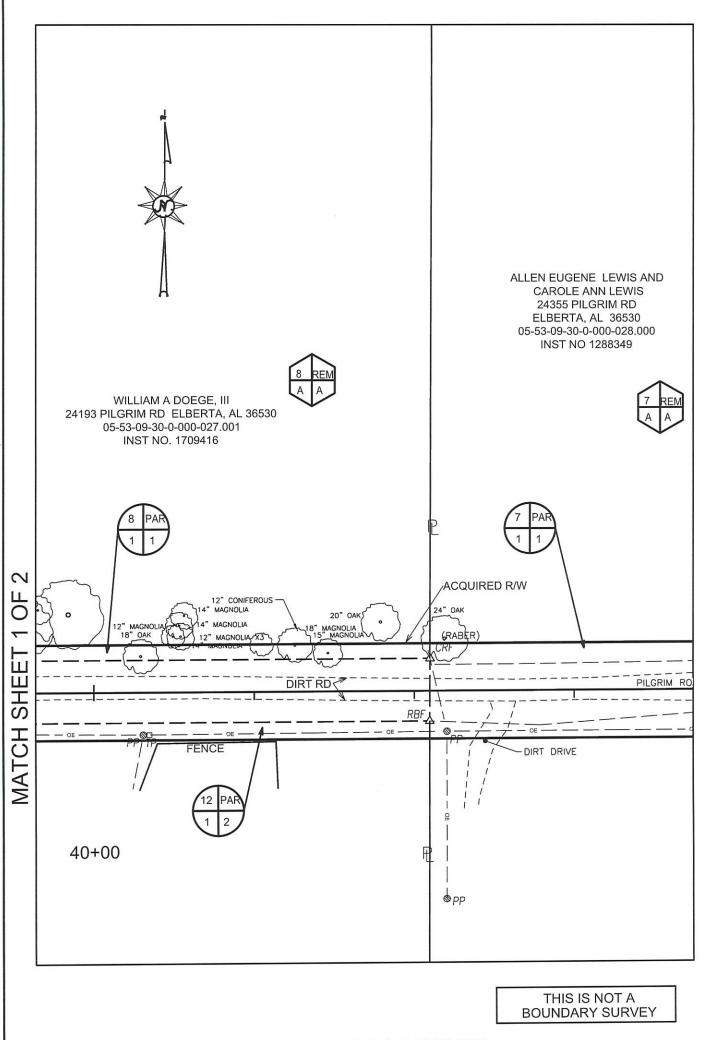
My Commission Expires: August 21, 2024

My Commission Expires: \_



THIS IS NOT A **BOUNDARY SURVEY** 

| TRACT NO.  OWNER WILLIAM A DOEGE | 8<br>, III AKA WILLIAM AUGUST DOEGE, III | PROJECT NO | HW22023<br>BALDWIN |
|----------------------------------|--|------------|--------------------|
| TOTAL ACREAGE                    | 5.754                                    | SCALE:     | 1"=60'             |
| R.O.W. REQUIRED                  | 0.102                                    | DATE;      | 03-25-2022         |
| PRESCRIPTIVE R.O.W.              | N/A                                      | REVISED:   | N/A                |
| T.C.E. REQUIRED                  | N/A                                      | SHEET: _   | 1 OF 2             |
| REMAINDER ———                    | 5.652                                    |            |                    |

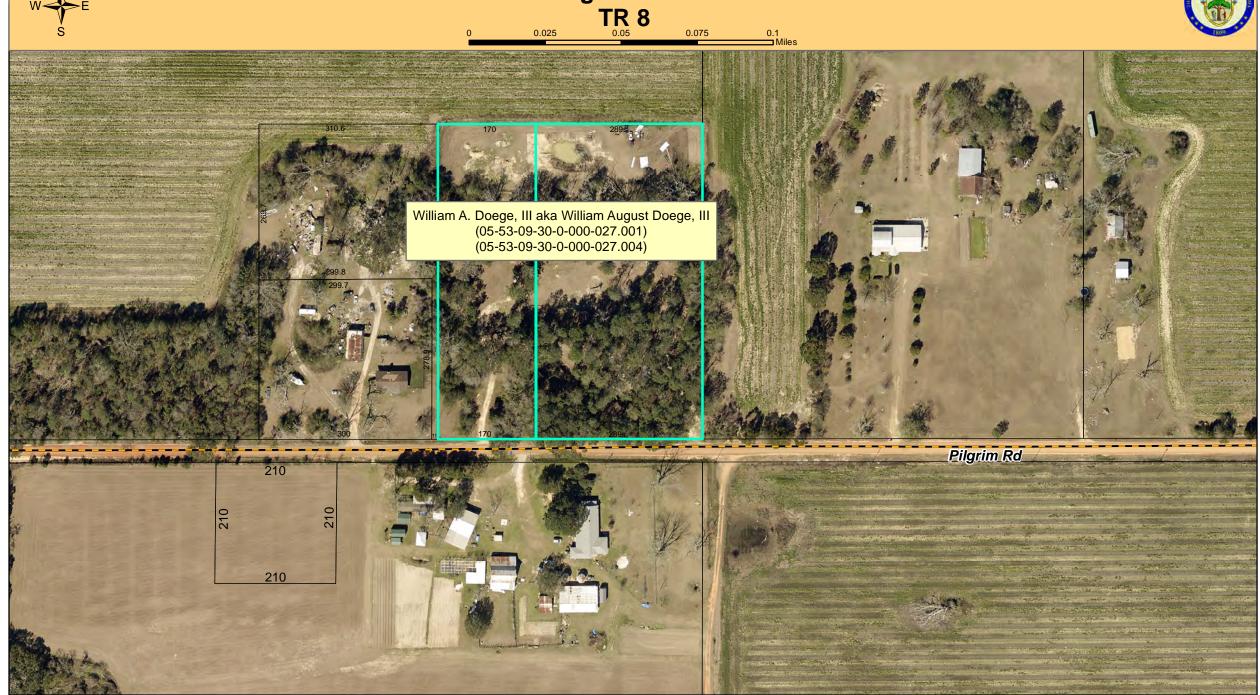


| TRACT NO.  OWNER WILLIAM A DOEG | 8<br>E, III AKA WILLIAM AUGUST DOEGE, III | PROJECT NO. | HW22023<br>BALDWIN |  |
|---------------------------------|---|-------------|--------------------|--|
| TOTAL ACREAGE _                 | 5.754                                     | SCALE:      | 1"=60'             |  |
| R.O.W. REQUIRED                 | 0.102                                     | DATE;       | 03-25-2022         |  |
| PRESCRIPTIVE R.O.W              | N/A                                       | REVISED: _  | N/A                |  |
| T.C.E. REQUIRED                 | N/A                                       | SHEET:      | 2 OF 2             |  |
| REMAINDER ———                   | 5.652                                     |             |                    |  |



### Pilgrim Road TR 8







#### **Baldwin County Commission**

#### **Agenda Action Form**

Meeting Type: BCC Regular Meeting

**Meeting Date:** 12/5/2022

Item Status: New

From: Joey Nunnally, P.E., County Engineer

Seth Peterson, P.E., Pre-Construction Manager

Tate Chalfant, Right-of-Way Manager

Submitted by: Lisa Sangster, Administrative Support Specialist IV

#### **ITEM TITLE**

Execution of IRS Form 8283 for Donated Right-of-Way on Project No. HW22023 - Pilgrim Road (Tract 11)

#### STAFF RECOMMENDATION

Take the following actions:

- 1) Accept 0.381 acres on Pilgrim Road (Tract 11) as a right-of-way donated to Baldwin County by George Patrick Stacey on May 17, 2022 (Instrument No. 2001035 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**

**Background:** On May 17, 2022, the Baldwin County Highway Department accepted a right-of-way donation on Pilgrim Road from George Patrick Stacey.

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 three (3) years after the date of receipt; and

3) The County states whether it intends to use the property for an unrelated use.

Previous Commission action/date: 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?  $\ensuremath{\mathsf{N/A}}$ 

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 prepare correspondence and have Chairman sign IRS form. Mail original to George Patrick Stacey and send copy to Tate Chalfant.

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

Contact:

Mr. George Patrick Stacey Post Office Box 969 Foley, Alabama 36535

Additional instructions/notes: N/A

# Form **8283** (Rev. November 2022)

**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.

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

OMB No. 1545-0074

Attachment Sequence No. **155** 

Name(s) shown on your income tax return

George Patrick Stacey

Department of the Treasury

Internal Revenue Service

Identifying number

| Seci        | (or a gro  |  | other property  | even if                                       | the ded  |  |  |                                | 00. See instruction   |  |  |  |  |  |  |  |  |
|-------------|--|--|---|---|--|--|--|--------------------------------|---|--|--|--|--|--|--|--|--|
| Par         | rt I Informat  | tion on Donat  | ted Property-   | f you n                                       | eed mo   | ore space  | e, attach a  | stater                         | nent.   |  |  |  |  |  |  |  |  |
| 1           | donee organization check   |  |   |   |  | onated property is a vehicle (see instructions), the box. Also enter the vehicle identification umber (unless Form 1098-C is attached).  (c) Description and condition of donated proper (For a vehicle, enter the year, make, model, armileage. For securities and other property, see instructions.) |  |                                |   |  |  |  |  |  |  |  |  |
| Α           |  |  |   |   |  |  |  |                                |   |  |  |  |  |  |  |  |  |
| В           |  |  |   |   |  |  |  |                                |   |  |  |  |  |  |  |  |  |
| С           |  |  |   |   |  |  |  |                                |   |  |  |  |  |  |  |  |  |
| D           |  |  |   |   |  |  |  |                                |   |  |  |  |  |  |  |  |  |
| E           |  |  |   |   |  |  |  |                                |   |  |  |  |  |  |  |  |  |
| Note        | : If the amount yo   | ou claimed as a  | deduction for an  | item is 9                                     | \$500 or   | less, you  | do not have  | to cor                         | nplete columns (e),   | , (f), and (g).  |  |  |  |  |  |  |  |
|             | (d) Date of the contribution   | (e) Date acquired by donor (mo., yr.)  | (f) How acquire by donor  | d   |  | or's cost<br>ted basis   | (h) Fair market<br>(see instructi  |                                | (i) Method used<br>the fair mar   |  |  |  |  |  |  |  |  |
| A_          |  |  |   |   |  |  |  |                                |   |  |  |  |  |  |  |  |  |
| В           |  |  |   |   |  |  |  |                                |   |  |  |  |  |  |  |  |  |
| C           |  |  |   |   |  |  |  |                                |   |  |  |  |  |  |  |  |  |
| D<br>E      |  |  |   |   |  |  |  |                                |   |  |  |  |  |  |  |  |  |
| Sect        | <b>Invento</b><br>which yo<br>Section  | ry Reportable ou claimed a (A). Provide a  | e in Section A) -<br>deduction of mo<br>separate form for   | -Compre than                                  | olete th<br>1 \$5,00<br>1 item c   | iis sectio<br>0 per itei<br>donated ι  | n for one it<br>m or group<br>unless it is   | em (or<br>(exce<br>part o      | a group of similar<br>pt contributions r<br>f a group of similar  | 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. |  |  |  |  |  |  |  |
| Par         |  |  | ted Property  |   | Part I Information on Donated Property   |  |  |                                |   |  |  |  |  |  |  |  |  |
| 2           |  | that describes   | 2 Check the box that describes the type of property dona  |   |  |  |  |                                |   |  |  |  |  |  |  |  |  |
|             |  |  |   | •   |  |  |  |                                | _   |  |  |  |  |  |  |  |  |
|             | <b>b</b>     Qualified   | tribution of \$20  | ,000 or more)   | е   | ✓ Ot   | her Real I   | Estate   | i                              | ☐ Vehicles  |  |  |  |  |  |  |  |  |
|             | _  | Conservation   | ,000 or more)   | e<br>f  | ✓ Ot   | ecurities  |  | j                              | ☐ Clothing and  | household items  |  |  |  |  |  |  |  |
|             | c Equipme  | Conservation ent   | ,000 or more)<br>Contribution   | e<br>f<br>g                                   | ✓ Ot<br>☐ Se   | ecurities<br>ollectibles   | **   | i<br>j                         | _   | household items  |  |  |  |  |  |  |  |
|             | c Equipme<br>d Art* (con   | I Conservation ent<br>ent<br>tribution of less   | (,000 or more)<br>Contribution<br>than \$20,000)  | e<br>f<br>g<br>h                              | ✓ Ot<br>☐ Se<br>☐ Co<br>☐ Int  | ecurities<br>ollectibles<br>tellectual l   | **<br>Property   |                                | ☐ Clothing and ☐ Other  |  |  |  |  |  |  |  |  |
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| Note        | c Equipme d Art* (con  * Art includes pai historical memora  ** Collectibles inc   | I Conservation on the content of less of the content of less of the content of less of the content of the conte | (,000 or more) Contribution s than \$20,000) s, watercolors, prints similar objects. os, books, gems, jev   | e<br>f<br>g<br>h<br>s, drawin                 | Ot Se Co Int gs, cera  | ecurities<br>bllectibles<br>tellectual l<br>mics, antiq<br>morabilia, d  | ** Property ues, decorati  | ve arts,<br>not art            | ☐ Clothing and  C ☐ Other  textiles, carpets, silve   |  |  |  |  |  |  |  |  |
| Note 3      | c  | I Conservation ent<br>tribution of less<br>ntings, sculptures<br>abilia, and other selude coins, stamp<br>, you must attace<br>on of donated prope   | contribution  than \$20,000)  where we will be a support of the sup | e f g h s, drawin velry, sp raisal of         | Ot Se Co Interest orts mer f the property tangible   | ecurities bllectibles tellectual l mics, antiq morabilia, d pperty. Se   | Property ues, decoration lolls, etc., but the instruction experty or real property or real property. | ve arts, not art               | ☐ Clothing and County Clother Clother County Clother County Clother Clother County Clother C | er, rare manuscripts  (c) Appraised fair   |  |  |  |  |  |  |  |
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| 3<br>A      | c  | I Conservation ent<br>ent<br>tribution of less<br>ntings, sculptures<br>abilia, and other s<br>lude coins, stamp<br>, you must attace<br>on of donated prope<br>se, attach a separate  | contribution  s than \$20,000)  s, watercolors, prints similar objects.  os, books, gems, jet ch a qualified app  rty (if you need e statement)   | e f g h s, drawin velry, sp raisal of         | Ot Se  | ecurities bllectibles tellectual l mics, antiq morabilia, d pperty. Se   | Property ues, decoration lolls, etc., but the instruction experty or real property or real property. | ve arts, not art               | ☐ Clothing and County Clother Clother County Cloth | er, rare manuscripts  (c) Appraised fair   |  |  |  |  |  |  |  |
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С

Form 8283 (Rev. 11-2022) Page 2 Name(s) shown on your income tax return Identifying number George Patrick Stacey Partial Interests and Restricted Use Property (Other Than Qualified Conservation Contributions) -Part II Complete lines 4a through 4e if you gave less than an entire interest in a property listed in Section B, Part I. Complete lines 5a through 5c if conditions were placed on a contribution listed in Section B, Part I; also attach the required statement. See instructions. Enter the letter from Section B, Part I that identifies the property for which you gave less than an entire interest If Section B, Part II applies to more than one property, attach a separate statement. Total amount claimed as a deduction for the property listed in Section B, Part I: (1) For this tax year . (2) For any prior tax years 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 in Section B, Part V, below): Name of charitable organization (donee) Address (number, street, and room or suite no.) City or town, state, and ZIP code For tangible property, enter the place where the property is located or kept Name of any person, other than the donee organization, having actual possession of the property Yes No 5a Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property? 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? Part III Taxpayer (Donor) Statement - List each item included in Section B, 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 Section B, 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 Section B, Part I and describe the specific item. See instructions. Signature of taxpayer (donor) Date 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 Appraiser signature Here Title Appraiser name Business address (including room or suite no.) Identifying number City or town, state, and ZIP code **Donee Acknowledgment** Part V This charitable organization acknowledges that it is a qualified organization under section 170(c) and that it received the donated property as described in Section B, Part I, above on the following date May 17, 2022 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? 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, Alabama 36507 Date Authorized signature Title

Chairman

THIS INSTRUMENT PREPARED BY THE BALDWIN COUNTY HIGHWAY DEPARTMENT ROBERTSDALE, ALABAMA 36567

STATE OF ALABAMA )

COUNTY OF BALDWIN )

Project No. HW22023
Pilgrim Rd
G, D, B & Pave from Elberta City Limits to EOM
05-53-09-30-0-000-027.002
Tract No. 11

# FEE SIMPLE WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten dollars (\$10.00), cash in hand paid to the undersigned by Baldwin County, Alabama, the receipt of which is hereby acknowledged, I (we), the undersigned Grantor(s), George Patrick Stacey, a single man, conveying property not part of their homestead, have this day bargained and sold, and by these presents do hereby GRANT, BARGAIN, SELL and CONVEY unto Baldwin County, Alabama, the following described property:

A part of the Southwest Quarter the Southwest Quarter of Section 30, Township 7 South, Range 5 East, identified as Tract Number 11 on the Pilgrim Rd, Project No. HW22023 in Baldwin County, Alabama and being more fully described as follows:

#### Parcel 1 of 1:

Commencing at the Southwest corner of the Southwest Quarter of Section 30, Township 7 South, Range 5 East, in Baldwin County, Alabama, the grantor's Southwest property corner and being the Point of Beginning of the property herein to be conveyed;

Thence N0°41'31"W leaving the grantor's south property line a distance of 30.00 feet to a point on the acquired right-of-way line (said point is offset 30.03 feet right of and perpendicular to project centerline at station 51+14.44);

Thence N89°55'1"E along the acquired right-of-way line a distance of 553.86 feet to a point on the grantor's east property line;

Thence S0°6'31"W a distance of 30.00 feet to the grantor's Southeast property corner;

BALDWIN COUNTY, ALABAMA HARRY D'OLIVE, JR. PROBATE JUDGE Filed/cert. 5/24/2022 2:40 PM TOTAL \$ 0.00 6 Pages

GRANTEE'S ADDRESS:

Thence S89°55'1"W a distance of 553.44 feet to the Point of Beginning of the property herein conveyed and containing 0.381 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 t    | his |
|---|-----|
| the   |     |
| ACKNOWLEDGMENT  |     |
| STATE OF ALABAMA  (COUNTY OF BALDWIN  I,                                    |     |
| NOTARY PUBLIC  My Commission Expires:  August 21, 2024  Commission Expires: |     |
| My Commission Expires: August 21, 2024                                      |     |

# ACKNOWLEDGEMENT OF FUNDING, WAIVER OF RIGHTS TO APPRAISAL AND JUST COMPENSATION AND RIGHT-OF-ENTRY

#### PILGRIM RD FROM ELBERTA CITY LIMITS TO EOM PROJECT NO. HW22023 BALDWIN COUNTY, ALABAMA TRACT 11

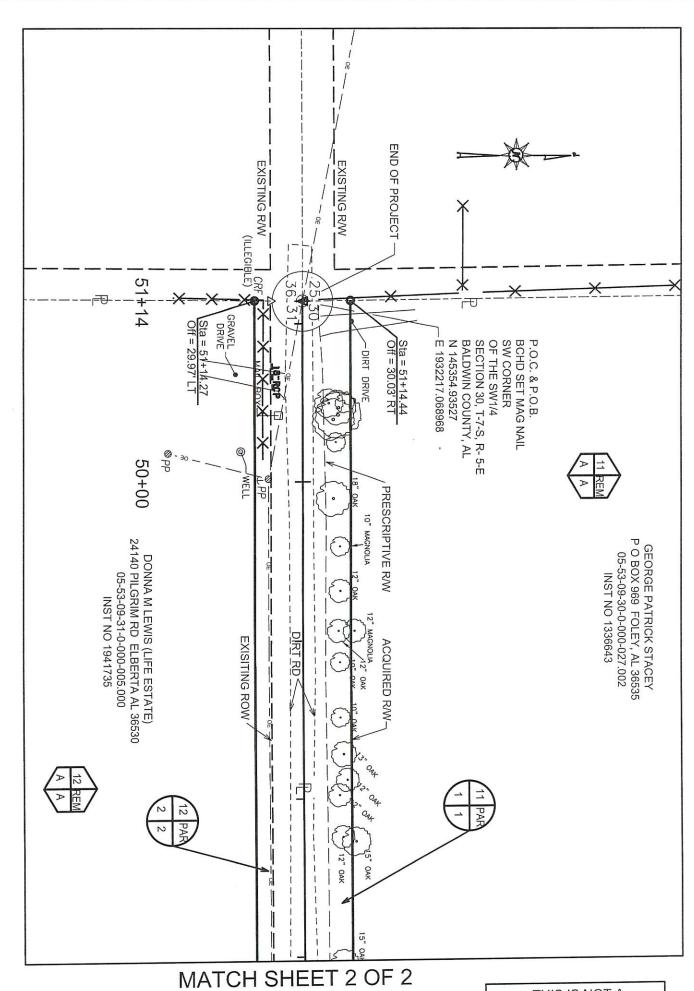
I (We) the undersigned property owner(s) do hereby acknowledge that I (we) have been made aware of the fact that this project is not funded and could remain unfunded for some time.

I (We) hereby acknowledge that I (we) have been made aware of my (our) rights to an appraisal and just compensation and in further consideration of the benefits accrued to my (our) property from the above-referenced project, I (we) do hereby waive my (our) rights to said appraisal and just compensation and grant right-of-entry for the construction of same.

| IN WITNESS WHEREOF, we have hereunt   | to set our hands and seals on this the   |
|---|--|
|   | George Patrick Stacey  |
| ACKNOWLE  | OGMENT   |
| STATE OF ALABAMA )  |  |
| COUNTY OF BALDWIN )   |  |
| I, Blakely L. Hall , a No State, hereby certify that George Patrick Staces conveyance and who is known to me, acknowledge of the contents of this conveyance, he executed the date.  Given under my hand and official seal this | ed before me on this day that, being informed e same voluntarily on the day the same bears |

My Commission Expires: August 21, 2024

My Commission Expires:



THIS IS NOT A BOUNDARY SURVEY

#### COUNTY OF BALDWIN

| TRACT NO.                          | 11     |  |
|------------------------------------|--------|--|
| OWNER GEORGE PATRICK TOTAL ACREAGE | 32.166 |  |
| R.O.W. REQUIRED                    | 0.381  |  |
| PRESCRIPTIVE R.O.W.                | 0.180  |  |
| T.C.E. REQUIRED                    | N/A    |  |
| REMAINDER                          | 31.785 |  |

PROJECT NO. HW22023

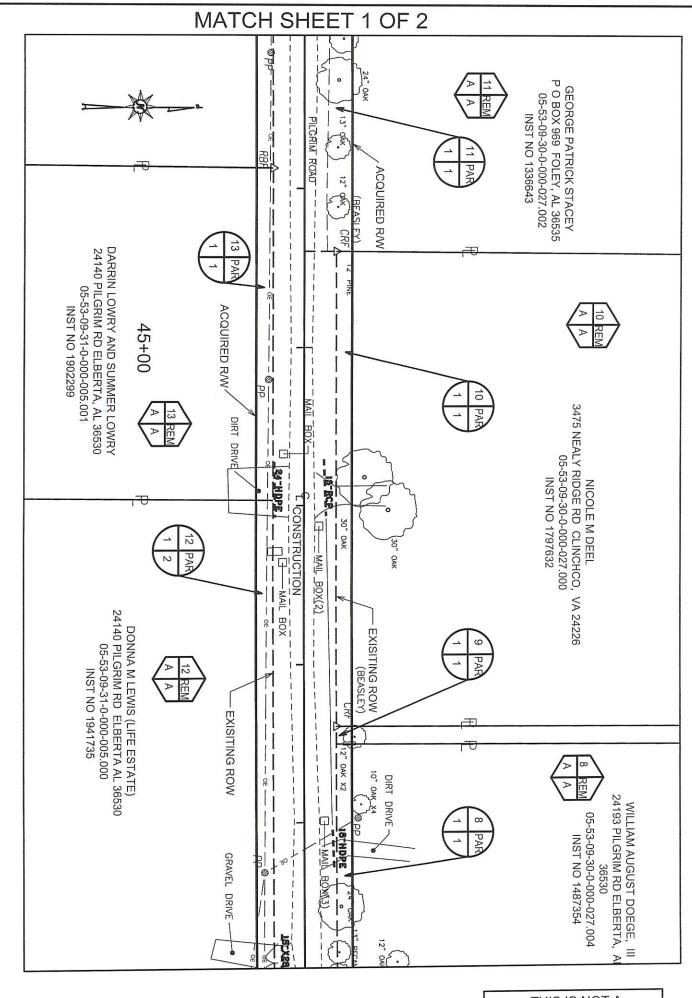
COUNTY BALDWIN

SCALE: 1"=60'

DATE; 03-25-2022

REVISED: N/A

SHEET: 1 OF 2



THIS IS NOT A BOUNDARY SURVEY

#### COUNTY OF BALDWIN

| TRACT NO.             | 11     |
|-----------------------|--------|
| OWNER GEORGE PATRICKS | 32.166 |
| R.O.W. REQUIRED       | 0.381  |
| PRESCRIPTIVE R.O.W.   | 0.180  |
| T.C.E. REQUIRED       | N/A    |
| REMAINDER             | 31.785 |

PROJECT NO. HW22023

COUNTY BALDWIN

SCALE: 1"=60'

DATE; 03-25-2022

REVISED: N/A

SHEET: 2 OF 2



## Pilgrim Road TR 11







#### **Baldwin County Commission**

#### **Agenda Action Form**

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 12/5/2022

Item Status: New

From: Joey Nunnally, P.E., County Engineer

Seth Peterson, P.E., Pre-Construction Manager

Tate Chalfant, Right-of-Way Manager

Submitted by: Lisa Sangster, Administrative Support Specialist IV

#### **ITEM TITLE**

Execution of IRS Form 8283 for Donated Right-of-Way on Project No. HW22023 - Pilgrim Road (Tract 12)

#### STAFF RECOMMENDATION

Take the following actions:

- 1) Accept 0.270 acres on Pilgrim Road (Tract 12) as a right-of-way donated to Baldwin County by Christopher B. Fent, Tammy Fent and Donna M. Lewis on July 8, 2022 (Instrument No. 2010450 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**

**Background:** On July 8, 2022, the Baldwin County Highway Department accepted a right-of-way donation on Pilgrim Road from Christopher B. Fent, Tammy Fent and Donna M Lewis.

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 three (3) years after the date of receipt; and

3) The County states whether it intends to use the property for an unrelated use.

Previous Commission action/date: 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?  $\ensuremath{\mathsf{N/A}}$ 

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 prepare correspondence and have Chairman sign IRS form. Mail original to Christopher B. Fent, Tammy Fent and Donna M. Lewis and send copy to Tate Chalfant.

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

Contact:

Christopher B. Fent, Tammy Fent and Donna M. Lewis 24140 Pilgrim Road Elberta, Alabama 36530

Additional instructions/notes: N/A

# (Rev. November 2022)

Department of the Treasury

Internal Revenue Service

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

**Noncash Charitable Contributions** 

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

Section A. Donated Property of \$5,000 or Less and Publicly Traded Securities - List in this section only an item

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

OMB No. 1545-0074

Attachment Sequence No. 155

Name(s) shown on your income tax return

Christopher B. Fent, Tammy Fent and Donna M. Lewis

Identifying number

|   | (or a gro<br>securiti   | oup of similar i<br>es and certain   | other pro  | wn<br>per  | icn<br>ty (        | yo<br>eve          | u c<br>en i             | iair<br>f th         | nec<br>e d         | a<br>ed            | ae<br>uct             | ion                  | CTIC<br>1 is       | on (<br>ma           | or a                                | າວ,∪<br>tha  | ou or<br>n \$5,0                | iess. Also list put<br>00. See instruction                               | ons.  |
|---|---|--|--|--|--------------------|--------------------|-------------------------|----------------------|--------------------|--------------------|-----------------------|----------------------|--------------------|----------------------|-------------------------------------|--|---------------------------------|--|---|
| Par   |   | tion on Dona   |  |  | _                  |                    |                         |                      |                    |                    |                       |                      |                    |                      |                                     |  |                                 |  |   |
| 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 donate (For a vehicle, enter the year, make, m mileage. For securities and other property is experienced in the condition of donate (For a vehicle, enter the year, make, m mileage. For securities and other property is a vehicle (see instructions). |                    |                    |                         |                      |                    |                    |                       |                      |                    |                      | , make, model, and dother property, |  |                                 |  |   |
| Α   |   |  |  | П  | Т                  | Τ                  | П                       | П                    | Τ                  |                    | П                     | Т                    | Т                  | Τ                    | П                                   | 1  | 1                               |  |   |
| В   |   |  |  | П  | T                  | T                  |                         |                      | T                  |                    |                       |                      | T                  | Т                    | П                                   |  | 1                               |  |   |
| С   |   |  |  | Н  | _                  | _                  |                         |                      | Ť                  |                    | _                     |                      | _                  | _                    | П                                   |  | 1                               |  |   |
| D   |   |  |  | Н  | <del> </del>       | _                  | _                       |                      | <del>+</del>       |                    |                       | _                    | _                  | _                    | Ш                                   | _  | 1                               |  |   |
|   |   |  |  | Н  | _                  | _                  | _                       |                      | <u> </u>           |                    |                       |                      | _                  | _                    |                                     | _  |                                 |  |   |
| Note  | If the amount vo  | ou claimed as a  | deduction  | for  | an                 | <u> </u>           | Ш<br>n is               | \$50                 | 00 c               | or le              | 255                   | . VC                 | ) I C              | do r                 | L<br>not                            | <u> </u><br>have                                     | to cor                          | mplete columns (e)   | . (f), and (g).                             |
|   | (d) Date of the contribution  | (e) Date acquired by donor (mo., yr.)  | (f) How  |  | uire               |                    |                         | (ç                   | g) Do              | nor                | 's c                  | ost                  | $\neg \neg$        | h) Fa                | air n                               |  | t value                         | (i) Method used<br>the fair man  | I to determine                              |
| Α   |   |  |  |  |                    |                    |                         |                      |                    |                    |                       |                      |                    |                      |                                     |  |                                 |  |   |
| В   |   |  |  |  |                    |                    |                         |                      |                    |                    |                       |                      | 1                  |                      |                                     |  |                                 |  |   |
| <u>C</u>  |   |  |  |  |                    |                    |                         |                      |                    |                    |                       |                      | +                  |                      |                                     |  |                                 |  |   |
| D<br>E  |   |  |  |  |                    |                    |                         |                      |                    |                    |                       |                      | +                  |                      |                                     |  |                                 |  |   |
| Par<br>2  | which y<br>Section<br>qualified<br>t I Informa<br>Check the box   | tou claimed a of A). Provide a diappraisal is of tion on Donate that describes | deduction<br>separate i<br>generally r<br>ted Prope<br>the type of | of<br>forr<br>requ<br>erty<br>pro  | mc<br>n fo<br>uire | ore<br>ore<br>ed f | tha<br>eac<br>or<br>dor | n \$<br>h it<br>iten | 65,0<br>em<br>ns i | 000<br>dc<br>rep   | pe<br>ona<br>or       | er it<br>ited<br>tab | em<br>d ui<br>le i | n or<br>nle:<br>in S | gr<br>ss<br>Sec                     | oup  | exce<br>part o                  | r a group of similent contributions of a group of similent instructions. | reportable in                               |
|   | <ul> <li>a  Art* (contribution of \$20,000 or more)</li> <li>b  Qualified Conservation Contribution</li> <li>c  Equipment</li> <li>d  Art* (contribution of less than \$20,000)</li> </ul>  |  |  |  | a di               |                    | f [<br>g [<br>h [       | (<br>I               | Sec<br>Coll<br>nte | uri<br>lec<br>llec | ties<br>tible<br>ctua | es**<br>al P         | rop                | ert                  |                                     |  | c ☐ Other                       | household items  |   |
| Note  | <ul> <li>* Art includes paintings, sculptures, watercolors, prints, drawings, ceramics, antiques, decorative arts, textiles, carpets, silver, rare manuscript historical memorabilia, and other similar objects.</li> <li>**Collectibles include coins, stamps, books, gems, jewelry, sports memorabilia, dolls, etc., but not art as defined above.</li> <li>Note: In certain cases, you must attach a qualified appraisal of the property. See instructions.</li> </ul> |  |  |  |                    |                    |                         | er, rare manuscripts |                    |                    |                       |                      |                    |                      |                                     |  |                                 |  |   |
| (a) Description of donated property (if you need more space, attach a separate statement) |   |  |  | (k   | ) If a             | any ta             | angib                   | ole p                | erso               | onal               | prop                  | perty                | or r               | eal pr               | operty w                            | as donated, give a brief ty at the time of the gift. | (c) Appraised fair market value |  |   |
| Α   | 0.270 Acres for C   | ounty Road ROV   | V  |  |                    | Ve                 | ry (                    | Goo                  | d                  |                    |                       |                      |                    |                      |                                     |  |                                 |  |   |
| В   |   |  |  |  |                    |                    |                         |                      |                    |                    |                       |                      |                    |                      |                                     |  |                                 |  |   |
| С   |   |  |  |  |                    |                    |                         | _                    |                    |                    |                       |                      |                    |                      |                                     |  |                                 |  |   |
|   | (d) Date acquired<br>by donor<br>(mo., yr.)   | <b>(e)</b> Ho  | w acquired by  | dor dor  | nor                |                    |                         |                      | (f) Do<br>adj      |                    |                       | ost (                |                    | (g)                  | ent                                 |  | ain sales,<br>nount<br>red      | (h) Amount claimed<br>as a deduction<br>(see instructions)               | (i) Date of contribution (see instructions) |
| _A  |   |  |  |  |                    |                    |                         | _                    |                    |                    |                       |                      |                    |                      |                                     |  |                                 |  |   |
| В   | 1   | 1  |  |  |                    |                    |                         | - 1                  |                    |                    |                       |                      |                    | 1                    |                                     |  |                                 | 1  | 1   |

Form 8283 (Rev. 11-2022) Page 2 Name(s) shown on your income tax return Identifying number Christopher B. Fent, Tammy Fent and Donna M. Lewis Partial Interests and Restricted Use Property (Other Than Qualified Conservation Contributions) -Part II Complete lines 4a through 4e if you gave less than an entire interest in a property listed in Section B, Part I. Complete lines 5a through 5c if conditions were placed on a contribution listed in Section B, Part I; also attach the required statement. See instructions. Enter the letter from Section B, Part I that identifies the property for which you gave less than an entire interest If Section B, Part II applies to more than one property, attach a separate statement. Total amount claimed as a deduction for the property listed in Section B, Part I: (1) For this tax year . (2) For any prior tax years 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 in Section B, Part V, below): Name of charitable organization (donee) Address (number, street, and room or suite no.) City or town, state, and ZIP code For tangible property, enter the place where the property is located or kept Name of any person, other than the donee organization, having actual possession of the property Yes No 5a Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property? 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? Part III Taxpayer (Donor) Statement - List each item included in Section B, 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 Section B, 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 Section B, Part I and describe the specific item. See instructions. Signature of taxpayer (donor) Date **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 Appraiser signature Here Title Appraiser name Business address (including room or suite no.) Identifying number City or town, state, and ZIP code **Donee Acknowledgment** Part V This charitable organization acknowledges that it is a qualified organization under section 170(c) and that it received the donated property as described in Section B, Part I, above on the following date July 8, 2022 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? 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, Alabama 36507 Date Authorized signature Title Chairman

BALDWIN COUNTY, ALABAMA HARRY D'OLIVE, JR. PROBATE JUDGE Filed/cert. 7/11/2022 8:02 AM TOTAL \$ 0.00 9 Pages

2010450

F ALABAMA

STATE OF ALABAMA

COUNTY OF BALDWIN )

THIS INSTRUMENT PREPARED BY THE BALDWIN COUNTY HIGHWAY DEPARTMENT ROBERTSDALE, ALABAMA 36567

Project No. HW22023
Pilgrim Rd
G, D, B & Pave from Elberta City Limits to EOM
05-53-09-31-0-000-005.000
Tract No. 12

#### FEE SIMPLE WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten dollars (\$10.00), cash in hand paid to the undersigned by Baldwin County, Alabama, the receipt of which is hereby acknowledged, I (we), the undersigned Grantor(s), Christopher B. Fent and Tammy Fent, husband and wife, and Donna M. Lewis, an unmarried woman (life estate interest), have this day bargained and sold, and by these presents do hereby GRANT, BARGAIN, SELL and CONVEY unto Baldwin County, Alabama, the following described property:

A part of the Northwest Quarter the Northwest Quarter of Section 31, Township 7 South, Range 5 East, identified as Tract Number 12 on the Pilgrim Rd, Project No. HW22023 in Baldwin County, Alabama and being more fully described as follows:

#### Parcel 1 of 2:

Commencing at the Northwest corner of the Northwest Quarter of Section 31, Township 7 South, Range 5 East, in Baldwin County, Alabama;

Thence N89°55'1"E leaving the west line of said section a distance of 710.78 feet to a point;

Thence S0°0'0"W a distance of 19.41 feet to the Point of Beginning of the property herein to be conveyed;

Thence N89°52'14"E along the grantor's north property line a distance of 612.88 feet to a rebar found:

Thence S0°10'6"W along the grantor's east property line a distance of 11.09 feet to a point on the acquired right-of-way line;

Thence S89°55'1"W along the acquired right-of-way line a distance of 612.94 feet to a point; GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT P.O. BOX 220 SILVERHILL, ALABAMA 36576

FORM ROW-4 Rev 10/03 Page 2 of 4

Thence N0°33'16"E a distance of 10.59 feet to the Point of Beginning of the property herein

conveyed and containing 0.153 acres, more or less.

A part of the Northwest Quarter the Northwest Quarter of Section 31, Township 7 South,

Range 5 East, identified as Tract Number 12 on the Pilgrim Rd, Project No. HW22023 in

Baldwin County, Alabama and being more fully described as follows:

Parcel 2 of 2:

Commencing at the Northwest corner of the Northwest Quarter of Section 31, Township 7

South, Range 5 East, in Baldwin County, Alabama;

Thence S0°27'18"W a distance of 20.00 feet to a capped rebar being the Point of Beginning

of the property herein to be conveyed;

Thence N89°52'9"E along the existing right-of-way line a distance of 500.94 feet to a rebar

found;

Thence S0°33'13"W along the grantor's east property line a distance of 10.42 feet to a point;

Thence S89°55'1"W along the acquired right-of-way line a distance of 500.92 feet to a point

on the grantor's west property line (said point is offset 29.97 feet left of and perpendicular to

project centerline at station 51+41.27);

Thence N0°27'18"E a distance of 10.00 feet to the Point of Beginning of the property herein

conveyed and containing 0.117 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.

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT P.O. BOX 220

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.

the \_\_\_\_\_\_\_\_\_, 2022.

Christopher B. Fent

Tammy Fent

#### ACKNOWLEDGMENT

STATE OF ALABAMA )
COUNTY OF BALDWIN )

I, <u>Blowly</u>, a Notary Public, in and for said County in said State, hereby certify that <u>Christopher B. Fent and Tammy Fent</u>, 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 \( \) day of \( \) \( \)

. 2022.

NOTARY PUBLIC

My Commission Expires: August 21, 2024

Commission Expires:

this

| IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and sea  |
|--|
| the  |
|  |
| Donna M. Lewis   |
|  |
| ACKNOWLEDGMENT   |
| STATE OF ALABAMA )   |
| COUNTY OF BALDWIN )  |
| I, Blakely L. Hall , a Notary Public, in and for said County in said State, hereby                           |
| certify that Donna M. Lewis, 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 day of JWY, 2022.  NOTARY PUBLIC                                  |
| Commission Expires:  August 21, 2024  August 21, 2024  |

#### ACKNOWLEDGEMENT OF FUNDING, WAIVER OF RIGHTS TO APPRAISAL AND JUST COMPENSATION AND RIGHT-OF-ENTRY

#### **PILGRIM RD** FROM ELBERTA CITY LIMITS TO EOM PROJECT NO. HW22023 **BALDWIN COUNTY, ALABAMA** TRACT 12

I (We) the undersigned property owner(s) do hereby acknowledge that I (we) have been made aware of the fact that this project is not funded and could remain unfunded for some time.

I (We) hereby acknowledge that I (we) have been made aware of my (our) rights to an appraisal and just compensation and in further consideration of the benefits accrued to my (our) property from the above-referenced project, I (we) do hereby waive my (our) rights to said appraisal and just compensation and grant right-of-entry for the construction of same.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the

8 day of <u>July</u>, 2022.

| day of Suley , 2022.  Christopher B. Fent   | _         |
|---|-----------|
| Tammy Fent  |           |
| ACKNOWLEDGMENT  |           |
| STATE OF ALABAMA )  |           |
| COUNTY OF BALDWIN )   |           |
| I, Blakely L. Hall, a Notary Public, in and for said County in sa State, hereby certify that Christopher B. Fent and Tammy Fent, whose names are, signed to the foregoing conveyance and who are known to me, acknowledged before me on this day the being informed of the contents of this conveyance, they executed the same voluntarily on the | ne<br>at, |
| day the same bears date.  Given under my hand and official seal this 8 day of 500, 2022.  |           |
| NOTARY PUBLIC   |           |

My Commission Expires:

My Commission Expires: August 21, 2024

# ACKNOWLEDGEMENT OF FUNDING, WAIVER OF RIGHTS TO APPRAISAL AND JUST COMPENSATION AND RIGHT-OF-ENTRY

#### PILGRIM RD FROM ELBERTA CITY LIMITS TO EOM PROJECT NO. HW22023 BALDWIN COUNTY, ALABAMA TRACT 12

I (We) the undersigned property owner(s) do hereby acknowledge that I (we) have been made aware of the fact that this project is not funded and could remain unfunded for some time.

I (We) hereby acknowledge that I (we) have been made aware of my (our) rights to an appraisal and just compensation and in further consideration of the benefits accrued to my (our) property from the above-referenced project, I (we) do hereby waive my (our) rights to said appraisal and just compensation and grant right-of-entry for the construction of same.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the

8 day of 5wg, 2022.

Donna M. Lewis

#### **ACKNOWLEDGMENT**

STATE OF ALABAMA )
COUNTY OF BALDWIN )

I, BICKELL Hall, a Notary Public, in and for said County in said State, hereby certify that Donna M. Lewis, 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.

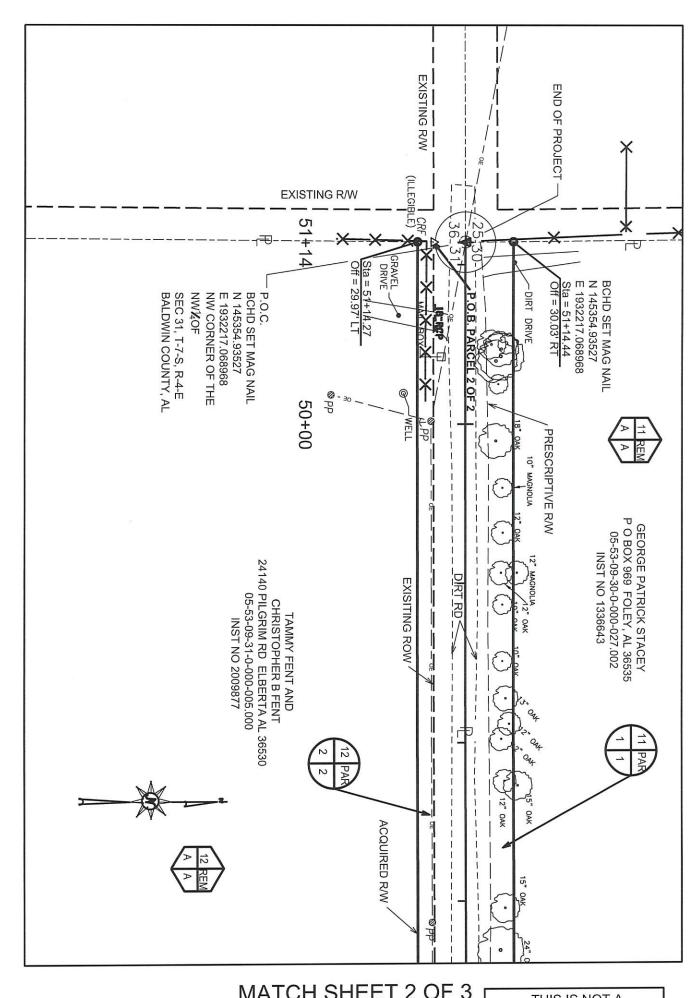
Given under my hand and official seal this \_\_\_\_\_\_, day of \_\_\_\_\_\_\_\_, 2022.

NOTARY PUBLIC

My Commission Expires:

My Commission Expires:

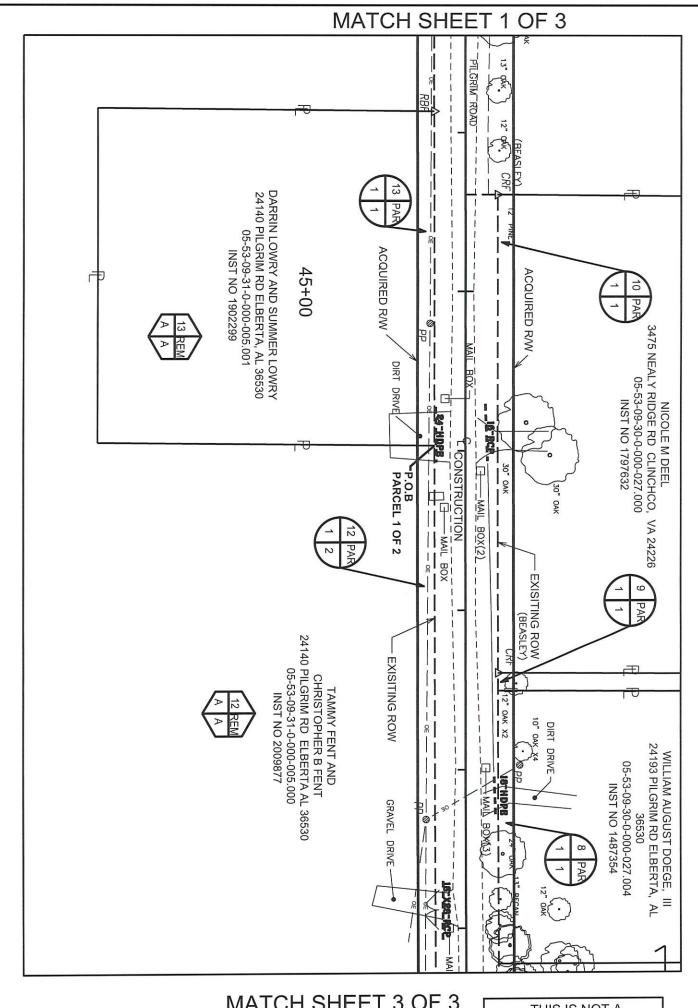
August 21, 2024



## MATCH SHEET 2 OF 3

THIS IS NOT A BOUNDARY SURVEY

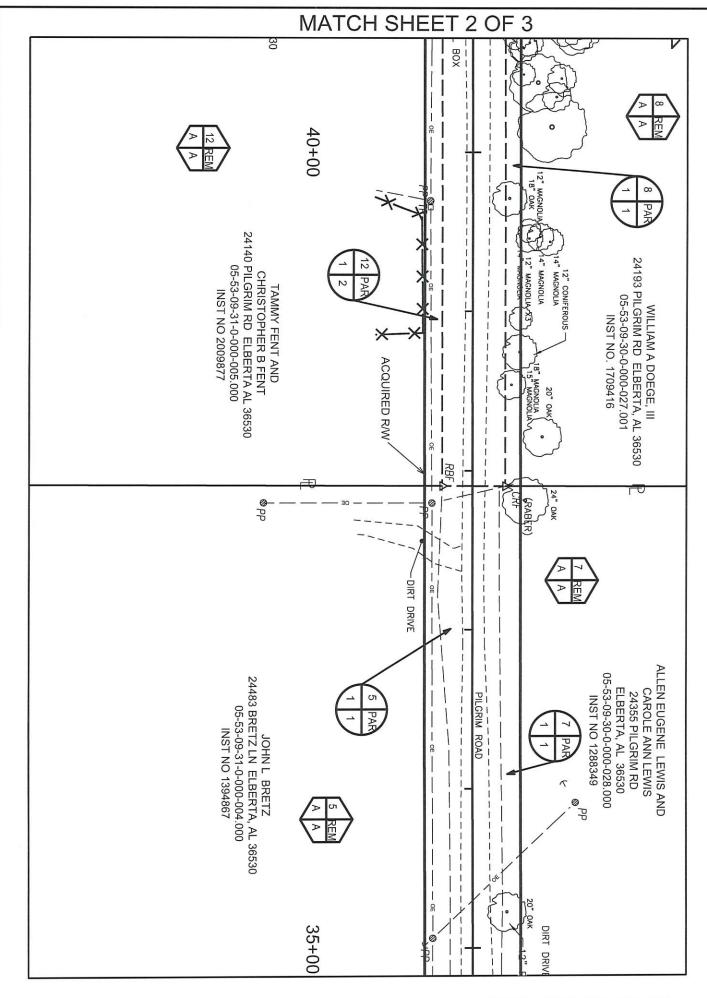
| TRACT NO.   | 12 PARCEL 2 OF 2   | PROJECT NO. | HW22023    |
|---|--------------------|-------------|------------|
| PATRICIA APPOINTMENT THE CONTROL OF | CHRISTOPHER B FENT | COUNTY      | BALDWIN    |
| TOTAL ACREAGE   | 38.624             | SCALE:      | 1"=60'     |
| R.O.W. REQUIRED   | 0.117              | DATE;       | 03-25-2022 |
| PRESCRIPTIVE R.O.W.   | N/A                | REVISED: _  | 07-07-2022 |
| T.C.E. REQUIRED   | N/A                | SHEET:      | 1 OF 3     |
| REMAINDER   | 38.507             |             |            |



## MATCH SHEET 3 OF 3

THIS IS NOT A BOUNDARY SURVEY

| TRACT NO.           | 12 PARCEL 1 OF 2   | PROJECT NO. | HW22023    |
|---------------------|--------------------|-------------|------------|
|                     | CHRISTOPHER B FENT | COUNTY      | BALDWIN    |
| TOTAL ACREAGE       | 38.624             | SCALE:      | 1"=60'     |
| R.O.W. REQUIRED     | 0.153              | DATE;       | 03-25-2022 |
| PRESCRIPTIVE R.O.W. | N/A                | REVISED: _  | 07-07-2022 |
| T.C.E. REQUIRED     | N/A                | SHEET:      | 2 OF 3     |
| REMAINDER ———       | 38.471             | J           |            |



THIS IS NOT A BOUNDARY SURVEY

| TRACT NOOWNER TAMMY FENT AND | 12 PARCEL 1 OF 2 CHRISTOPHER B FENT | PROJECT NO. | HW22023<br>BALDWIN |  |  |  |  |
|------------------------------|-------------------------------------|-------------|--------------------|--|--|--|--|
| TOTAL ACREAGE                | 38.624                              | SCALE:      | 1"=60'             |  |  |  |  |
| R.O.W. REQUIRED              | 0.153                               | DATE;       | 03-25-2022         |  |  |  |  |
| PRESCRIPTIVE R.O.W.          | N/A                                 | REVISED: _  | 07-07-2022         |  |  |  |  |
| T.C.E. REQUIRED              | N/A                                 | SHEET:      | 3 OF 3             |  |  |  |  |
| REMAINDER                    | 38.471                              |             |                    |  |  |  |  |



# Pilgrim Road TR 12 0.07 0.105







#### **Baldwin County Commission**

#### **Agenda Action Form**

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 12/5/2022

Item Status: New

From: Joey Nunnally, P.E., County Engineer

Seth Peterson, P.E., Pre-Construction Manager

Tate Chalfant, Right-of-Way Manager

Submitted by: Lisa Sangster, Administrative Support Specialist IV

#### **ITEM TITLE**

Execution of IRS Form 8283 for Donated Right-of-Way on Project No. HW22023 - Pilgrim Road (Tract 13)

#### STAFF RECOMMENDATION

Take the following actions:

- 1) Accept 0.051 acres on Pilgrim Road (Tract 13) as a right-of-way donated to Baldwin County by Darrin Lowry and Summer Lowry on July 8, 2022, and July 11, 2022 (Instrument No. 2010809 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**

**Background:** On July 8, 2022, and July 11, 2022, the Baldwin County Highway Department accepted a right-of-way donation on Pilgrim Road from Darrin Lowry and Summer Lowry.

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 three (3) years after the date of receipt; and

3) The County states whether it intends to use the property for an unrelated use.

Previous Commission action/date: 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?  $\ensuremath{\mathsf{N/A}}$ 

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 prepare correspondence and have Chairman sign IRS form. Mail original to Darrin Lowry and Summer Lowry and send copy to Tate Chalfant.

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

Contact:

Darrin Lowry and Summer Lowry 24140 Pilgrim Road Elberta, Alabama 36530

Additional instructions/notes: N/A

# Form **8283** (Rev. November 2022)

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.

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

OMB No. 1545-0074

Attachment Sequence No. **155** 

Name(s) shown on your income tax return

Darrin Lowry and Summer Lowry

Identifying number

| Sect |   | ed Property of<br>oup of similar<br>es and certain     | items) for                                       | wh                      | ich  | ı yo            | ou c       | clair                                 | nec                 | l a              | de                | duc                  | ctic             | on o            | of S             | \$5,0   | 00 or                     | less. Als                             | o list pub                            | olicly traded                               |
|------|---|--|--|-------------------------|--|-----------------|------------|---------------------------------------|---------------------|------------------|-------------------|----------------------|------------------|-----------------|------------------|---|---------------------------|---------------------------------------|---------------------------------------|---|
| Par  |   | tion on Dona   |  |                         |  |                 |            |                                       |                     |                  |                   |                      |                  |                 |                  |   |                           |                                       |                                       | -   |
| 1    | 1 (a) Name and address of the (k            |  |  |                         | (b) If donated property is a vehicle (see instructions), check the box. Also enter the vehicle identification number (unless Form 1098-C is attached). |                 |            |                                       |                     |                  |                   |                      |                  |                 | uctio            | (c) Description and condition of donated property (For a vehicle, enter the year, make, model, and mileage. For securities and other property, see instructions.) |                           |                                       |                                       |   |
| Α    |   |  |  | Н                       | Т  | Т               | Т          | П                                     | Т                   |                  | П                 | Т                    | Т                | П               | П                | $\top$  | 1                         |                                       |                                       |   |
| В    |   |  |  | F                       | <u> </u>   | <u> </u>        | _          | П                                     | T                   |                  |                   | Ţ                    | _                |                 |                  | T   | 1                         |                                       |                                       |   |
| С    |   |  |  | H                       | _  | <u> </u>        | <u> </u>   | П                                     | <u> </u>            |                  |                   |                      |                  |                 | П                | <u> </u>  |                           |                                       |                                       |   |
| D    |   |  |  | H                       | _  | <u> </u>        | _          |                                       | <u>+</u>            |                  |                   | _                    |                  |                 | П                | <del>_</del>  |                           |                                       |                                       |   |
|      |   |  |  | H                       | _  | _               | _          |                                       | <u>+</u>            |                  | _                 | _                    | _                | _               |                  | <del>_</del>  |                           |                                       |                                       |   |
| Note | If the amount y                             | au alaimad aa a  | doduction  | for                     |  | ito             | l<br>m ic  | \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ | 00.6                |                  | $\Box$            |                      | <u> </u>         |                 | Щ                | hov.  | 1 +0.00                   | mploto oc                             | dumna (a)                             | (f) and (a)                                 |
| Note | (d) Date of the contribution                | (e) Date acquired by donor (mo., yr.)                  | (f) Hov  |                         | quire  |                 | III IS     | (ç                                    | g) Do               | nor'             | 's co             | st                   | (H               | h) Fa           | air m            |   | t value                   |                                       |                                       | I to determine                              |
| Α    |   | , , , ,  | ,  |                         |  |                 |            |                                       |                     |                  |                   |                      | +                |                 |                  |   | ,                         |                                       |                                       |   |
| B    |   |  |  |                         |  |                 |            |                                       |                     |                  |                   |                      |                  |                 |                  |   |                           |                                       |                                       |   |
| C    |   |  |  |                         |  |                 |            |                                       |                     |                  |                   |                      | +                |                 |                  |   |                           |                                       |                                       |   |
| D    |   |  |  |                         |  |                 |            |                                       |                     |                  |                   |                      |                  |                 |                  |   |                           |                                       |                                       |   |
| Е    |   |  |  |                         |  |                 |            |                                       |                     |                  |                   |                      |                  |                 |                  |   |                           |                                       |                                       |   |
|      | which y<br>Sectior<br>qualifie              | ory Reportablyou claimed a A). Provide a dappraisal is | e in Secti<br>deduction<br>separate<br>generally | on<br>of<br>forr<br>req | <b>A)</b><br>mo<br>m f<br>uire   | —(<br>ore<br>or | Con<br>tha | nple<br>an \$<br>ch it                | ete 1<br>35,0<br>em | this<br>00<br>dc | s se<br>pe<br>ona | ecti<br>er it<br>ted | on<br>em<br>I ur | for<br>or<br>or | r oi<br>gr<br>ss | ne il<br>oup<br>it is   | tem (d<br>exc<br>part (   | or a group<br>ept contr<br>of a group | o of simil<br>ibutions<br>o of simil  | ar items) for<br>reportable in              |
| Par  |   | tion on Dona   |  |                         |  |                 |            |                                       |                     |                  |                   |                      |                  |                 |                  |   |                           |                                       |                                       |   |
| 2    |   | that describes   |  | •                       | •  | rty             |            |                                       |                     |                  |                   |                      |                  |                 |                  |   |                           |                                       |                                       |   |
|      | ,   | ntribution of \$20                                     |  | ,                       |  |                 |            | e [                                   | _                   |                  |                   |                      | l Es             | stat            | e                |   |                           | i Uver                                |                                       |   |
|      |   | d Conservation   | Contributio                                      | n                       |  |                 |            |                                       |                     |                  |                   |                      | ++               |                 |                  |   |                           |                                       |                                       | household items                             |
|      | c Equipm                                    |  | - +b   | 000                     | ١  |                 |            |                                       |                     |                  |                   |                      |                  |                 |                  |   |                           | k Oth                                 | ier                                   |   |
|      | * Art includes pa                           |  | s, watercolo                                     | rs, p                   | •  | s, c            |            | <b>h</b> (<br>rings                   |                     |                  |                   | tua<br>ant           |                  |                 |                  |   | ve arts                   | , textiles, ca                        | arpets, silv                          | er, rare manuscripts                        |
| Note |   | rabilia, and other sclude coins, stam                  | ps, books, g                                     | ems                     |  |                 |            |                                       |                     |                  |                   |                      |                  |                 |                  |   |                           | t as defined                          | l above.                              |   |
|      | In Certain Cases                            | s, you must atta                                       | cii a quaiiii                                    | eu a                    | app  | Лаі             | Sai        | OI II                                 | ΙСР                 | ΠOF              | Jert              | у. С                 | 900              | 1113            | stru             | Ctioi   | 15.                       |                                       |                                       |   |
| 3    |   | on of donated properties, attach a separat             |  | d                       |  |                 |            |                                       |                     |                  |                   |                      |                  |                 |                  |   |                           | vas donated,<br>erty at the tim       |                                       | (c) Appraised fair<br>market value          |
| Α    | A 0.051 Acres for County Road ROW Very Good |  |  |                         |  | ood             |            |                                       |                     |                  |                   |                      |                  |                 |                  |   |                           |                                       |                                       |   |
| В    |   |  |  |                         |  |                 |            |                                       |                     |                  |                   |                      |                  |                 |                  |   |                           |                                       |                                       |   |
| С    |   |  |  |                         |  |                 |            |                                       |                     |                  |                   |                      |                  |                 |                  |   |                           |                                       |                                       |   |
|      | (d) Date acquired<br>by donor<br>(mo., yr.) | <b>(e)</b> Ho  | ow acquired by                                   | y dor                   | nor  |                 |            |                                       | (f) Do<br>adj       |                  |                   | ost o<br>asis        | or               | (g)             | ent              |   | ain sales<br>nount<br>red | as a d                                | int claimed<br>eduction<br>tructions) | (i) Date of contribution (see instructions) |
| Α    |   |  |  |                         |  |                 |            | $\perp$                               |                     |                  |                   |                      |                  |                 |                  |   |                           |                                       |                                       |   |
| В    |   |  |  |                         |  |                 |            |                                       |                     |                  |                   |                      |                  |                 |                  |   |                           |                                       |                                       |   |

Form 8283 (Rev. 11-2022) Page 2 Name(s) shown on your income tax return Identifying number Darrin Lowry and Summer Lowry Partial Interests and Restricted Use Property (Other Than Qualified Conservation Contributions) -Part II Complete lines 4a through 4e if you gave less than an entire interest in a property listed in Section B, Part I. Complete lines 5a through 5c if conditions were placed on a contribution listed in Section B, Part I; also attach the required statement. See instructions. Enter the letter from Section B, Part I that identifies the property for which you gave less than an entire interest If Section B, Part II applies to more than one property, attach a separate statement. Total amount claimed as a deduction for the property listed in Section B, Part I: (1) For this tax year . (2) For any prior tax years 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 in Section B, Part V, below): Name of charitable organization (donee) Address (number, street, and room or suite no.) City or town, state, and ZIP code For tangible property, enter the place where the property is located or kept Name of any person, other than the donee organization, having actual possession of the property Yes No 5a Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property? 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? Part III Taxpayer (Donor) Statement - List each item included in Section B, 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 Section B, 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 Section B, Part I and describe the specific item. See instructions. Signature of taxpayer (donor) Date 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 Appraiser signature Here Title Appraiser name Business address (including room or suite no.) Identifying number City or town, state, and ZIP code **Donee Acknowledgment** Part V This charitable organization acknowledges that it is a qualified organization under section 170(c) and that it received the donated property as described in Section B, Part I, above on the following date July 11, 2022 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? 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, Alabama 36507 Date Authorized signature Title Chairman

THIS INSTRUMENT PREPARED BY THE BALDWIN COUNTY HIGHWAY DEPARTMENT ROBERTSDALE, ALABAMA 36567

STATE OF ALABAMA )

COUNTY OF BALDWIN )

Project No. HW22023
Pilgrim Rd
G, D, B & Pave from Elberta City Limits to EOM
05-53-09-31-0-000-005.001
Tract No. 13

#### 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), **Darrin Lowry and Summer Lowry, husband and wife,** conveying property not part of their homestead, have this day bargained and sold, and by these presents do hereby GRANT, BARGAIN, SELL and CONVEY unto **Baldwin County, Alabama**, the following described property:

A part of the Northwest Quarter the Northwest Quarter of Section 31, Township 7 South, Range 5 East, identified as Tract Number 13 on the Pilgrim Rd, Project No. HW22023 in Baldwin County, Alabama and being more fully described as follows:

#### Parcel 1 of 1:

Commencing at the Northwest corner of the Northwest Quarter of Section 31, Township 7 South, Range 5 East, in Baldwin County, Alabama;

Thence N89°55'1"E leaving the west line of said section a distance of 500.78 feet to a point;

Thence S0°0'5"E a distance of 19.58 feet to a rebar found on the existing right-of-way being the Point of Beginning of the property herein to be conveyed;

Thence N89°52'14"E along the existing right-of-way line a distance of 210.00 feet to the grantor's Northeast property corner;

Thence S0°33'3"W along the grantor's east property line a distance of 10.59 feet to a point on the acquired right-of-way line;

Thence S89°55'1"W along the acquired right-of-way line a distance of 210.00 feet to a point on the grantor's west 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. 7/12/2022 8:20 AM TOTAL \$ 0.00



Thence N0°33'13"E a distance of 10.42 feet to the Point of Beginning of the property herein conveyed and containing 0.051 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 W | ITNESS    | WHEREOF, | I (we) have | hereunto  | set my ( | our) hand(s) | and seal | this |
|-----|------|-----------|----------|-------------|-----------|----------|--------------|----------|------|
| the | 8    | _ day of_ | July     | , 2022.     | 1         | ±2 8     |              |          |      |
|     |      |           | /        |             | 1/ -      | . //     |              |          |      |
|     |      |           |          |             | Mu        | KA       |              |          |      |
|     |      |           |          | Dar         | rin Lowry | - 9      |              |          |      |

| ACKNOWLEDGMENT   |
|--|
| STATE OF ALABAMA ) COUNTY OF BALDWIN )   |
| I, Bayely L. Hay, a Notary Public, in and for said County in said State, hereb certify that Darrin Lowry, whose name is, signed to the foregoing conveyance and who is known to macknowledged 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 July, 2022. |
| BHall  |
| NOTARY PUBLIC  |

My Commission August 21, 2024 Commission Expires:

My Commission Expires:

August 21, 2024

| IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal this day of, 2022.  Summer Lowry  |
|--|
| ACKNOWLEDGMENT   |
| STATE OF ALABAMA ) COUNTY OF BALDWIN )   |
| I, Black L. Hall, a Notary Public, in and for said County in said State, hereby certify that Summer Lowry, 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 |

# ACKNOWLEDGEMENT OF FUNDING, WAIVER OF RIGHTS TO APPRAISAL AND JUST COMPENSATION AND RIGHT-OF-ENTRY

# PILGRIM RD FROM ELBERTA CITY LIMITS TO EOM PROJECT NO. HW22023 BALDWIN COUNTY, ALABAMA TRACT 13

I (We) the undersigned property owner(s) do hereby acknowledge that I (we) have been made aware of the fact that this project is not funded and could remain unfunded for some time.

I (We) hereby acknowledge that I (we) have been made aware of my (our) rights to an appraisal and just compensation and in further consideration of the benefits accrued to my (our) property from the above-referenced project, I (we) do hereby waive my (our) rights to said appraisal and just compensation and grant right-of-entry for the construction of same.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the

ACKNOWLEDGMENT

STATE OF ALABAMA

COUNTY OF BALDWIN

I, Blokely L Hadl , a Notary Public, in and for said County in said State, hereby certify that Darrin Lowry, 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 May 1, 2022.

My Commission Expires:

My Commission Expires:

Augus

My Commission Expires:

August 21, 2024

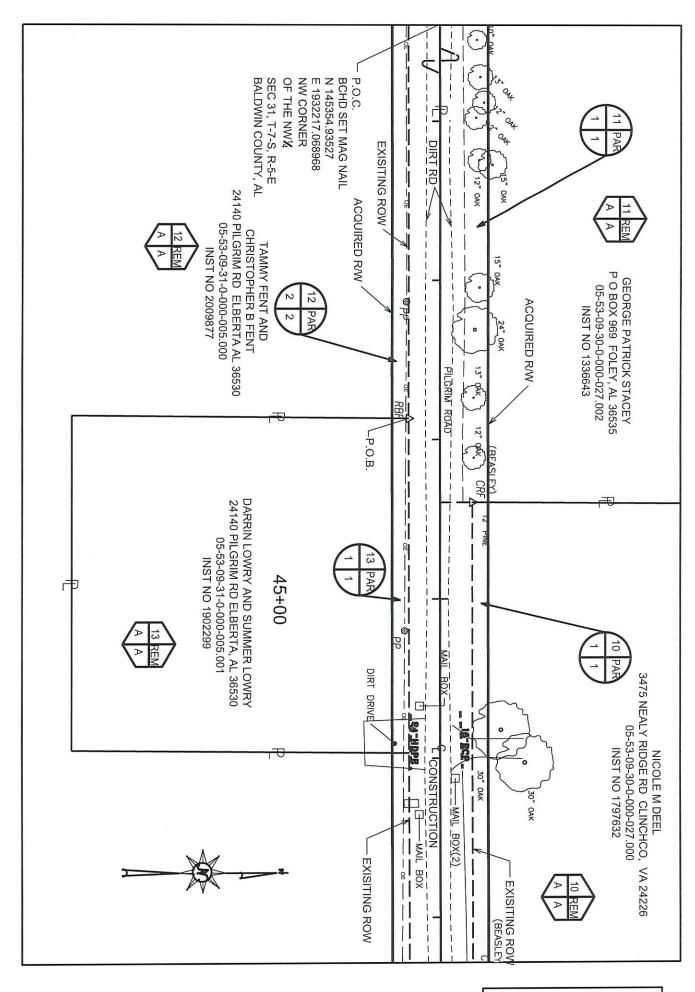
# ACKNOWLEDGEMENT OF FUNDING, WAIVER OF RIGHTS TO APPRAISAL AND JUST COMPENSATION AND RIGHT-OF-ENTRY

# PILGRIM RD FROM ELBERTA CITY LIMITS TO EOM PROJECT NO. HW22023 BALDWIN COUNTY, ALABAMA TRACT 13

I (We) the undersigned property owner(s) do hereby acknowledge that I (we) have been made aware of the fact that this project is not funded and could remain unfunded for some time.

I (We) hereby acknowledge that I (we) have been made aware of my (our) rights to an appraisal and just compensation and in further consideration of the benefits accrued to my (our) property from the above-referenced project, I (we) do hereby waive my (our) rights to said appraisal and just compensation and grant right-of-entry for the construction of same.

| IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the |
|--|
| day of SUM, 2022.  Summer Lowry  |
| ACKNOWLEDGMENT   |
| STATE OF ALABAMA )   |
| COUNTY OF BALDWIN )  |
| I,   |
| My Commission Expires  August 21, 2024  My Commission Expires:           |



THIS IS NOT A BOUNDARY SURVEY

# **COUNTY OF BALDWIN**

| TRACT NO.              | 13           | PROJECT NO  | O             | HW22023    |  |
|------------------------|--------------|-------------|---------------|------------|--|
| OWNER DARRIN LOWRY & S | SUMMER LOWRY | COUNTY      | Server Server | BALDWIN    |  |
| TOTAL ACREAGE          | 1.013        | SCALE: _    | -             | 1"=60'     |  |
| R.O.W. REQUIRED        | 0.051        | DATE;       |               | 03-25-2022 |  |
| PRESCRIPTIVE R.O.W.    | N/A          | REVISED:    |               | N/A        |  |
| T.C.E. REQUIRED        | N/A          | SHEET: _    |               | 1 OF 1     |  |
| REMAINDER ———          | 0.962        | · · · · · · |               |            |  |
|                        |              |             |               |            |  |



# Pilgrim Road TR 13



0 0.015 0.03 0.045 0.06 Miles





# **Baldwin County Commission**

# **Agenda Action Form**

Meeting Type: BCC Regular Meeting

**Meeting Date:** 12/5/2022

Item Status: New

**From:** Joey Nunnally, P.E., County Engineer Tyler Mitchell, P.E., Construction Manager

Submitted by: Halley Dixon, Operations Support Specialist II

# **ITEM TITLE**

Case No. S-18038-B (SFP22-000012) - Cottages of Aventura, Phase IIIB - Road Acceptance

# STAFF RECOMMENDATION

Take the following actions regarding Subdivision Case No. S-18038-B (SFP22-000012) - Cottages of Aventura, Phase IIIB, in Maintenance Area 200:

1) Accept the following subdivision roads for maintenance and authorize said roads to be added to the County Maintenance Road List:

| Road Name      | <u>Length</u> | Asphalt Width |
|----------------|---------------|---------------|
| Prado Loop     | 483.90 ft     | 22 ft         |
| Aventura Drive | 149 ft        | 22 ft         |
| Fedora Drive   | 984.92 ft     | 22 ft         |
| Prado Loop     | 80.01 ft      | 22 ft         |

2) Approve and authorize the Chairman to execute the Subdivision Roadway and Drainage Improvement Acceptance Agreement and accept the Surety Document from Capitol Indemnity Corporation on behalf of Aventura Associates, LLC, in the amount of \$185,717.38 to guarantee the workmanship and materials of the roadways and drainage improvements within the public rights-of-way as shown on the approved Final and "As-Built" construction plans.

# **BACKGROUND INFORMATION**

**Background:** On September 8, 2022, the Baldwin County Highway Department approved the Final and "As-Built" construction plans for Cottages of Aventura, Phase IIIB (County Case No. S-18038-B - SFP22-000012) located in Loxley. The required improvements have been inspected and are in accordance with the Subdivision Regulations.

The Baldwin County Subdivision Regulations, Article §7.42 - Maintenance Surety Document, requires the following:

- a) Acceptance of Maintenance Surety Document. The surety document must first be reviewed by the County Engineer and Chief Legal Counsel, and then accepted and approved by the County Commission:
- b) Value of Maintenance Surety Document. The maintenance surety shall be of an amount equal to or greater than 40 percent of the cost (Itemized Engineer's Cost Estimate) of the full construction of the required roadway and drainage improvements within the public rights-of-way, including but not limited to grading, paving of the streets, and installation of stormwater structures. When the County Engineer identifies potential problems, conditions or reasons for further protection of the County and public funds a greater amount may be required by the County Engineer;
- c) Term of Maintenance Surety Document. A maintenance surety document must state that it is "valid for a period of time" as prescribed in the Subdivision Roadway and Drainage Improvement Acceptance Agreement. A twenty-four (24) month warranty period will begin to run upon the occurrence of both of the following (a) the County Commission votes in the affirmative to accept for maintenance the roadway and drainage improvements, within the public rights-of-way; and (b) the maintenance surety document in acceptable form is delivered to the Baldwin County Commission.

Notwithstanding the above requirements, this warranty period shall be automatically extended in the event that an invoice has been sent to the Owner and the time of the subject invoice conflicts with, of the necessary repairs extend beyond, the final date of the twenty-four (24) month warranty period. In such event, said maintenance surety document shall remain in full effect until the Baldwin County Commission releases said surety document following the fulfillment of all obligations to the Baldwin County Commission as required by the Subdivision Roadway and Drainage Improvement Acceptance Agreement.

The value and terms of the surety have been reviewed by Highway Department Staff and are consistent with the requirements of the Baldwin County Subdivision Regulations (See attached Cost Estimate).

Previous Commission action/date: 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**

Baldwin County Commission Page 2 of 3 Printed on 11/29/2022

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

Reviewed/approved by: N/A

Additional comments: Standard agreement used as previously approved by Brad Hicks, County

Attorney (approved 01/09/2020) los

# **ADVERTISING REQUIREMENTS**

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Is advertising required for this recommendation? N/A

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

# FOLLOW UP IMPLEMENTATION

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

**Individual(s) responsible for follow up:** Administration Staff prepare correspondence and have Chairman execute Subdivision Roadway Acceptance Agreement. Return correspondence and signed document to Halley Dixon (Highway Department). Appropriate Highway Department Personnel will be notified to begin maintenance.

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

#### Contact:

Mr. Todd M. Wheeler, P.E. Mullins, LLC Senior Civil Engineer 240 East Intendencia Street Pensacola, Florida 32502

**Additional instructions/notes:** Administration - Upload agreement to BCAP with Tyler Mitchell as Originator.

#### **BALDWIN COUNTY COMMISSION**

# SUBDIVISION ROADWAY AND DRAINAGE IMPROVEMENT ACCEPTANCE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, THIS AGREEMENT (hereinafter referred to as "AGREEMENT"), entered into by and between Aventura Associates, LLC (Owner, Developer and Contractor jointly and severally known as the "OWNER"), and the Baldwin County Commission (hereinafter called the "COUNTY COMMISSION") all collectively known as the "PARTIES".

| known as the "PARTIES".  |   |  |                        |
|--|---|--|------------------------|
|  | WITNESSETH:   |  |                        |
| WHEREAS the rights-of-way of Colocated in Baldwin County, Alabam plat (Exhibit C) as recorded with the on the 24th day of fully set forth; and   | na were dedicated to public e Baldwin County Judge of                                     | use by the OWNER or<br>Probate on Slide No. <sub>-</sub> | 2858-C                 |
| WHEREAS the OWNER further was<br>the following public rights-of-way a<br>local laws to include minimum stan<br>Subdivision Regulations, and that t<br>liens and encumbrances (see also | re complete and are in comp<br>dards specified by, without<br>they are free from known de | pliance with all Federa<br>limitation, the Baldwin       | l, State and<br>County |
| Roadway Name   | Centerline Length of Roadway (feet)   | Asphalt Width (feet)                                     | Curbing<br>Y/N         |
| Prado Loop   | 483.9   | 22   | Υ                      |
| Aventura Drive   | 149   | 22   | Υ                      |
| Fedora Drive   | 984.92  | 22   | Υ                      |
| Prado Loop   | 80.01   | 22   | Υ                      |
|  |   |  |                        |
|  |   |  |                        |

(list all subject roads/rights-of-way separately); and

WHEREAS the OWNER hereby agrees that in consideration of the COUNTY COMMISSION accepting the said roadways and drainage improvements for maintenance, a maintenance surety document (Exhibit B) has been provided to the Baldwin County Commission in an amount determined by the County Engineer and not less than 40% of the "Engineer's Itemized Cost Estimate of Construction" (Exhibit A) of the roadways and drainage improvements within the said rights-of-way; and

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

- <u>RECITALS</u>. The above recitals and statements are incorporated as part of this AGREEMENT as if fully set forth herein.
- EXHIBITS AND ATTACHMENTS. Exhibits and/or attachments listed or referenced herein are specifically included as a necessary part of this AGREEMENT and the same shall not be complete without such items, to wit:
  - Exhibit A. Engineer's Itemized Cost Estimate of Construction (certified by the design engineer of all roadways and drainage improvements within the public rights-of-way);
  - Exhibit B. Maintenance Surety Document in the form (as approved by the COUNTY COMMISSION) and the amount prescribed by the County Engineer as described herein;
  - Exhibit C. Copy of the Recorded Subdivision Plat;
  - Exhibit D. Certification of Improvements.

COUNTY COMMISSION and OWNER jointly shall cause such items as listed above to contain dates, signatures of the parties with authorization to make such signatures, and sufficient marks and references back to this AGREEMENT noting their inclusion and attachment hereto.

- OWNERSHIP. The OWNER hereby warrants that he is the rightful owner of all necessary rights, title, and interest in the property subject to this AGREEMENT and he has full authority to enter and do all things required by this AGREEMENT.
- 4. MAINTENANCE PERIOD. The subject maintenance period and term of this AGREEMENT begins upon the date in which all PARTIES fully approve and execute the same and shall extend for a period of twenty-four (24) months therefrom (twenty-four (24) month period).
- 5. COUNTY ENGINEER SOLE AUTHORITY. The County Engineer, or his designee, shall have the sole and final authority to interpret and/or determine, without limitation, the existence and nature of defects and deficiencies within any right-of-way subject hereto; furthermore, the County Engineer, or his designee, shall have the sole and final authority to interpret and/or determine the sufficiency of any conducted repairs and/or improvements required within any rights-of-way subject hereto. The interpretations and determinations of the County Engineer, or his designee, hereunder shall be final.
- 6. <u>SURETY REQUIREMENTS</u>. The OWNER has filed with the COUNTY COMMISSION a Maintenance Bond, Irrevocable Standby Letter of Credit, or other approved form of surety document (Exhibit B) in the amount of \$\frac{185,717.38}{Aventura Associates, LLC (Glen Angus)} made payable to the Baldwin County Commission on behalf of Aventura Associates, LLC (Glen Angus) (name of Principal as shown on surety document). This surety document shall cover the cost of any repair work required by the County Engineer within the subject right(s)-of-way associated to the repair of deficiencies or defects that occur as a result of, without limitation, defective materials and/or faulty workmanship, except for general wear and tear. In any event that said surety document conflicts with this AGREEMENT, then this AGREEMENT shall prevail.

If at any time during the twenty-four (24) month maintenance period, should the improvements, subject to this agreement, be in need of repairs as determined by County Engineer in his sole discretion, the following procedure should be followed:

- 1. The repairs will be made by the Baldwin County Highway Department or other entity as determined by Baldwin County.
- The OWNER will be sent an itemized invoice of the said repairs and given the opportunity to immediately reimburse the COUNTY COMMISSION for the cost of said repairs.
- 3. If the OWNER does not reimburse the COUNTY COMMISSION for said repairs within 30 days from the date of the invoice or before the end of the 24-month maintenance period (whichever comes first), then the PARTIES understand that the COUNTY COMMISSION will be authorized to collect from the Surety.
- 4. Notwithstanding anything written or implied herein to the contrary, said 24-month period shall be automatically extended in the event that an invoice has been sent to the OWNER and the time of the subject notice conflicts with, or the necessary repairs extend beyond, the final date of the 24-month period. In such event, said surety document shall remain in full effect until the COUNTY COMMISSION or its designee releases the same following the respective repairs.
- 5. Notwithstanding anything herein written or implied, the COUNTY COMMISSION retains all remedies at law to collect for any costs incurred to correct said repairs, and in the event that the County is unable to collect said costs from the Surety, then the OWNER shall be liable for all invoiced costs.
- B. If the County Engineer considers the roadways and drainage improvements in good repair at the end of the twenty-four (24) month maintenance period, then the County Engineer will recommend that the COUNTY COMMISSION release the surety document back to the OWNER.
- 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.
- 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.
- NON-ASSIGNABILITY. The PARTIES hereto shall not, without the express written
  consent of each and every other party hereto, assign, sell, transfer or otherwise
  dispose of any interest, rights or obligations provided or contained herein in whole
  or in part at any time.
- 10. NON-WAIVER. The waiver of any breach of this AGREEMENT by COUNTY COMMISSION shall not constitute a continuing waiver or a waiver of any subsequent breach, either of the same or another provision of this Contract. The delay or omission by COUNTY COMMISSION to exercise any right or power provided by this AGREEMENT shall not constitute a waiver of such right or power, or acquiescence in any action or inaction on the part of OWNER. Any breach on the part of OWNER shall be construed a continuing breach, and COUNTY COMMISSION may exercise every right and power under the AGREEMENT at any time during the action or inaction or upon the occurrence of any subsequent breach.

- 11. <u>TERM AND BINDING EFFECT</u>. This AGREEMENT and Contract will, upon COUNTY COMMISSION approval:
  - A. continue in effect for a twenty-four (24) month period unless amended, altered, or otherwise changed in writing by all PARTIES hereto, and;
  - B. be binding upon and shall inure to the benefit of the COUNTY COMMISSION and the OWNER.
- 12. HOLD HARMLESS. The OWNER shall indemnify, defend and hold COUNTY COMMISSION and its affiliates, employees, agents, and representatives (collectively "COUNTY COMMISSION") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitation, attorneys' fees, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon COUNTY COMMISSION, as a result of or in the construction and design of the subject roadways and drainage improvements and in relation in any manner related to the acts, negligence or omissions of the OWNER in relation to the maintenance or the care of the subject rights-of-way prior to the execution of this AGREEMENT. This indemnification shall survive the expiration of this AGREEMENT.
- 13. NO AGENCY CREATED. It is neither the express nor the implied intent of the OWNER or the COUNTY COMMISSION to create an agency relationship pursuant to this AGREEMENT; therefore, the OWNER does not in any manner act on behalf of the COUNTY COMMISSION and the creation of such a relationship is prohibited and void.
- WARRANTIES AND REPRESENTATIONS. The execution and delivery of this AGREEMENT have been duly authorized by all necessary actions of COUNTY COMMISSION and OWNER.

This AGREEMENT has been duly executed and delivered by, and constitutes the valid and binding obligation of, all parties and is enforceable against them in accordance with the respective terms contained herein.

The execution, delivery and performance of the various parts to this AGREEMENT shall not violate any State, federal, local law, ordinance, order, writ, injunction, decree, or regulation of any court, or conflict with any other obligation of the PARTIES hereto.

- 15. GOVERNING LAW. This AGREEMENT shall be deemed to have been made in the State of Alabama. The validity of the same, its construction, interpretation, enforcement and the rights of the PARTIES hereunder, shall be determined under, governed by and construed in accordance with the substantive laws of the State of Alabama, without giving effect to any choice of law provisions arising there under.
- 16. <u>NOTICE</u>. Any notices to be given under this AGREEMENT by either PARTY, to the other, shall only be effectuated either by personal delivery in writing or by registered or certified mail with postage prepaid and return receipt requested. Notices delivered personally shall be deemed communicated as of the date of actual receipt. This provision, however, shall not invalidate the date identified on any notice of required repairs issued by County Engineer, and in such case, the date of said notice shall govern.

Any notices given hereunder shall be delivered, as specified above, only to the following address of the PARTIES:

OWNER: Aventura Associates, LLC Address: 2112 Bienville Blvd, Suite B1 Ocean Springs, MS 39564 Telephone Number: **DEVELOPER:** Aventura Associates, LLC Address: 2112 Bienville Blvd, Suite B1 Ocean Springs, MS 39564 Telephone Number: CONTRACTOR: SJ& L Civil Contractors Address: PO Box 190034 Mobile, AL 36619 Telephone Number: 251-370-1426

COUNTY COMMISSION:

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

It is the responsibility of each PARTY to promptly notify the other PARTY of any change in the above contact information.

**IN WITNESS WHEREOF**, the PARTIES, having full authority to do so, have fully executed this AGREEMENT as of the last date of execution below.

THIS DOCUMENT IS LEGALLY BINDING, AND LEGAL ADVICE SHOULD BE OBTAINED BEFORE SIGNING.

(SIGNATURE AND NOTARY PAGES TO FOLLOW)

| Aventura Associates, LLC  |  |  |
|---|--|--|
| Owner Company Name  |  |  |
| Glen Angus  | / President                                      |  |
| OWNER-(print)   | / Title  |  |
| / Xerran  | 1 10/20/22                                       |  |
| OWNER (Signature)   | /Date  |  |
|   |  |  |
| STATE OF Mississippi<br>COUNTY OF Jackson  I, Sierra McGee, Nota<br>hereby certify that Glen Angus  | ry Public in and for said (                      | County. in said State.                               |
| hereby certify that Glen Angus  | (individual's nan                                | ne), whose name as                                   |
| signed to the foregoing instrument, and who is kno day that, being informed of the content of the instruauthority, executed the same voluntarily for and as | ument, and as such office                        | er and with full                                     |
| GIVEN under my hand and official seal this 20   | _day of <u>October</u> ,                         | 20 22 K ARY PUR                                      |
| Sill mhrs   |  | D# 336145  |
| NOTARY PUBLIC   |  | SIERRA MCGEE   |
| V   |  | Commission Expires                                   |
| Aventura Associates, LLC  |  | Oct. 2, 2026   |
| Developer Company Name  |  | 20N COTT   |
| Glen Angus  | / President                                      |  |
| DEVELOPER-(print)   | / Title  |  |
|   | 1 10/20/22                                       |  |
| DEVELOPER (signature)   | /Date  |  |
|   |  |  |
| STATE OF Mississippi<br>COUNTY OF Jackson   |  |  |
| 3   |  |  |
| I, Sierra McGee , Nota hereby certify that Glen Angus   | ry Public in and for said (<br>(individual's nar | County, in said State,<br>ne), whose name as<br>, is |
| signed to the foregoing instrument, and who is kno day that, being informed of the content of the instruauthority, executed the same voluntarily for and as | ument, and as such office                        | er and with full                                     |
| GIVEN under my hand and official seal this 20   | _day of <u>October</u> ,                         | 20 12 of Mission                                     |
| some whi  |  | TARY PUBLISHED                                       |
| NOTARY PUBLIC   |  | in # 336145  |
| Form Date 01/09/2020 – Subdivision Roadway and Drainage Improvement A   | Acceptance Agreement                             | SIERRA McGEE   |

# SJ & L Civil Contractors

| Contractor Company Name  |   | _   |
|--|---|---|
| Mike Tew   | / President   |   |
| CONTRACTOR-(print)   | / Title   | _   |
| Michael 15 Ter   | , Pres. CE  | 7   |
| CONTRACTOR (signature)   | /Date 10 / 20/  | 2022  |
| STATE OF ALABAMA COUNTY OF BALDWIN MObile  |   |   |
| I, Tevia Sprinkle hereby certify that Michael -  | , Notary Public in and for sa                           | id County, in said State,<br>name), whose name as<br>, is |
| signed to the foregoing instrument, and<br>day that, being informed of the content<br>authority, executed the same voluntarily | of the instrument, and as such of                       | ged before me on this ficer and with full                 |
| GIVEN under my hand and official seal  | this 20 day of October                                  |   |
| NOTARY PUBLIC  | TEVIA S SPRINKLE  Notary Public  Alabama State at Large | My Commission Expires<br>October 20, 2024                 |
| Baldwin County Commission  | \$  |   |
|  | 1   | _   |
| Baldwin County Commission Chairman   | / Date  |   |
| ATTEST:  |   |   |
| County Administrator   | / Deta  | _   |
| County Administrator   | / Date  |   |



P.O. Box 190034 Mobile, AL 36619

Phone: 251-661-7926

Fax: 251-660-8364

| To:               | Aventura Associates LLC               | Contact:            |
|-------------------|---------------------------------------|---------------------|
| Address:          | 2112 Bienville Boulevard, Suite A     | Phone:              |
|                   | Ocean Springs, MS 39564 UNITED STATES | Fax:                |
| Project Name:     | Aventura Phase X 1/25/21 JOB FILE     | Bid Number: 21-001A |
| Project Location: | Baldwin County, Foley, AL             | Bid Date:           |

| Item #      | Item Description              | Estimated Quantity Unit       | Unit Price     | Total Price  |
|-------------|-------------------------------|-------------------------------|----------------|--------------|
|             |                               |                               |                |              |
| Storm Drain |                               |                               |                |              |
| 2439        | 54 RCP                        | 317.00 LF                     | \$141.35       | \$44,807.95  |
| 2438        | 48 RCP                        | 630.00 LF                     | \$115.10       | \$72,513.00  |
| 2474        | 44X27 ARCP                    | 112.00 LF                     | \$103.85       | \$11,631.20  |
| 2411        | 36" RCP                       | 480.00 LF                     | \$75.00        | \$36,000.00  |
| 2409        | 24 RCP                        | 233.00 LF                     | \$49.80        | \$11,603.40  |
| 2407        | 18" RCP                       | 93.00 LF                      | \$39.45        | \$3,668.85   |
| 2624        | 24 MES                        | 1.00 EACH                     | \$3,200.05     | \$3,200.05   |
| 2629        | 54 MES                        | 1.00 EACH                     | \$8,000.00     | \$8,000.00   |
| 2960        | S-1 Inlet                     | 11.00 EACH                    | \$6,232.00     | \$68,552.00  |
| 2970        | S-2 Inlet                     | 6.00 EACH                     | \$5,370.00     | \$32,220.00  |
| 2732        | Storm Manhole                 | 3.00 EACH                     | \$5,370.00     | \$16,110.00  |
|             |                               | Total Price for above Storm D | rainage Items: | \$308,306.45 |
|             |                               |                               |                |              |
| Pavement    |                               |                               |                |              |
| 2295        | ADA Ramps                     | 12.00 EACH                    | \$965.00       | \$11,580.00  |
| 1226        | Aggregate Base Under Pavement | 4,075.00 SY                   | \$13.05        | \$53,178.75  |
| 1765        | Asphalt Pavement              | 4,075.00 SY                   | \$11.70        | \$47,677.50  |
| 2105        | Curb & Gutter                 | 3,054.00 LF                   | \$13.90        | \$42,450.60  |
| 6605        | Pavement Striping And Signage | 1.00 LS                       | \$1,100.15     | \$1,100.15   |

**Total Price for above Pavement Items:** 

Total Price: \$464,293.45

\$155,987.00

# MAINTENANCE BOND

BOND NUMBER - \_

|  | Aventura Associates, LLC  or) as Principal, and Capitol Indemnity Corporation  State of Wisconsin, as surely, are held  |
|--|---|
| and firmly bound unto: BALDWIN COUNTY  | COMMISSION, BALDWIN COUNTY, ALABAMA   |
| in the sum of  | pe paid to the said: BALDWIN COUNTY   |
| COMMISSION, BALDWIN County, Alabar   | ma its certain attorney or assigns, to which payment<br>lves, our heirs, executors, administrators, successors  |
| IN TESTIMONY WHEREOF, The said Princ<br>Surety has caused its corporate seal to be<br>this18thday ofOctober                    | cipal has hereunto set his hand and seal, and said<br>hereunto affixed, duly attested by its Attorney-in-Fact<br>_, 2022.   |
| Improvement Acceptance Agreement (the "  | to a contract entitled Subdivision Roadway Drainage "Agreement") with the said BALDWIN COUNTY BAWA for Cottages of Aventura Phase 3B  |
| the said work in good condition for a period   | ent) and in said Agreement is required to maintain of two years from the date the Baldwin County ept for maintenance the roadway and drainage sement  |
| NOW THE CONDITION OF THIS OBLIGA<br>truly, at the request of the said Obligee, or<br>the said work in good condition. The term | TION IS SUCH, That if the Principal shall well and its proper representative or representatives, maintain of the bond extends 24 months beyond the full necessary extensions during repair periods. |
|  | $\bigcirc$ /  |
| Attest: Control Control  | By:   |
|  | Surely: Capitol Indemnity Corporation   |
| COUNTERSIGNED:   | By: B. Doyle Campbell,  |
| B. Doyle Campbell, Al Resident Agent   | Attorney-in-fact  |

# CAPITOL INDEMNITY CORPORATION **POWER OF ATTORNEY**

Bond Number

KNOW ALL MEN BY THESE PRESENTS, That the CAPITOL INDEMNITY CORPORATION, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

-----B, DOYLE CAMPBELL----its true and lawful Attorney(s)-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, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of ------ ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00------

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of CAPITOL INDEMNITY CORPORATION at a meeting duly called and held on the 15th day of May, 2002.

"RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the CAPITOL INDEMNITY CORPORATION has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of January, 2020.

Attest:

Ryan J. Byrnes Senior Vice President Chief Financial Officer and Treasurer

Suranna on Breadbant Suzanne M. Broadbent Assistant Secretary

STATE OF WISCONSIN COUNTY OF DANE

CAPITOL INDEMNITY CORPORATION

Chief Executive Officer and President

On the 1st day of January, 2020 before me personally came John L. Sennott, Jr., to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is Chief Executive Officer and President of CAPITOL INDEMNITY CORPORATION, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order. ammunn

D J. REGE

MISCONSIN

STATE OF WISCONSIN COUNTY OF DANE

David J. Kegele

David J. Regele Notary Public, Dane Co., WI My Commission Is Permanent

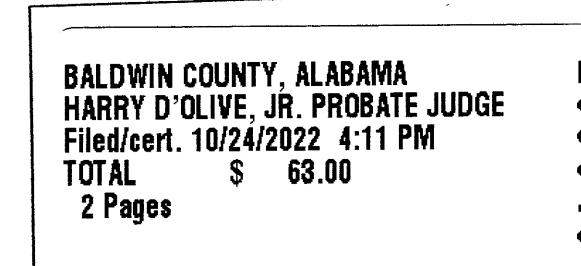
I, the undersigned, duly elected to the office stated below, now the incumbent in CAPITOL INDEMNITY CORPORATION, a Wisconsin Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this

18th day of October

authennia

Andrew B. Diaz-Matos Senior Vice President, General Counsel and Secretary



SLIDE 0002858 - B

PROJECT THOMPSON RD. Vicinity Map

- BEARINGS SHOWN HEREON ARE REFERENCED TO ALABAMA STATE PLANE COORDINATES WEST ZONE, NAD 1983, U.S. SURVEY FEET. BASIS OF BEARINGS BEING S00°07'30"WALONG THE WEST
- SUBDIVISION LINE OF COTTAGES OF AVENTURA, PHASE IIIA. THIS SKETCH, MAP, AND REPORT IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL SEAL OF AN ALABAMA LICENSED SURVEYOR. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- SOURCE OF INFORMATION: SLIDE 2298-A, SLIDE 2353-A, SLIDE 2714-E, SLIDE 2555-C, INSTRUMENT NO. 1747914 AND INSTRUMENT NO. 1747915, AS RECORDED IN THE JUDGE OF PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA.

# GENERAL NOTES

- FOR THE LOCATION OF ALL UTILITIES, SEE CONSTRUCTION PLANS. ALL COMMON AREAS, INCLUDING DRAINAGE FACILITIES OUTSIDE THE R/W's ARE NOT THE RESPONSIBILITY OF THE TOWN OF ROBERTSDALE OR BALDWIN COUNTY TO MAINTAIN, BUT SHALL BE OWNED AND MAINTAINED BY THE COTTAGES OF AVENTURA PROPERTY OWNERS ASSOCIATION, AS OUTLINED IN THE COVENANTS AND RESTRICTIONS, RECORDED IN THE BALDWIN COUNTY PROBATE RECORDS. BALDWIN COUNTY IS NOT RESPONSIBLE FOR COMMON AREAS, DRAINAGE FACILITIES OUTSIDE THE ROW.
- ALL UTILITIES WILL BE CONSTRUCTED UNDERGROUND. NO STRUCTURES WILL BE PERMITTED WITHIN DRAINAGE EASEMENTS (INCLUDING BUILDINGS, FENCES, POOLS, ETC.)

# EASEMENT NOTES:

# UNDERGROUND:

THERE IS A DEDICATED HEREWITH A 10 FOOT UTILITY EASEMENT ON ALL LOT LINES AND COMMON AREAS ADJACENT TO THE RIGHT-OF-WAYS AND A 5 FOOT UTILITY EASEMENT ON EACH SIDE OF LOT AND COMMON AREA LINES, UNLESS OTHERWISE NOTED.

THERE IS A DEDICATED HEREWITH A 10 FOOT UTILITY EASEMENT ON ALL LOT LINES AND COMMON AREAS ADJACENT TO THE RIGHT-OF-WAYS AND A 10 FOOT UTILITY EASEMENT ON EACH SIDE OF LOT AND COMMON AREA LINES, UNLESS OTHERWISE NOTED.

SITE DATA NUMBER OF LOTS: 38 LOTS (PHASE IIIB) OWNER: AVENTURA ASSOCIATES, LLC SMALLEST LOT SIZE: 7,598 SF 2112 BIENVILLE BLVD. SUITE B1 LARGEST LOT SIZE: 11,199 SF OCEAN SPRINGS, MS. 39564 TOTAL AREA: 9.58 ACRES± CIVIL ENGINEER: LINEAR FEET OF STREETS: 1,731 LF 240 EAST INTENDENCIA STREET ZONING: RSF-4 PENSACOLA, FL 32502 TODD M. WHEELER, P.E. SETBACKS: SURVEYOR OF RECORD FRONT: 240 EAST INTENDENCIA STREET PENSACOLA, FL 32502 J. KEVIN GARDNER, PLS TOTAL COMMON AREA: 0.18 AC± JTILITY PROVIDERS WATER - CITY OF ROBERTSDALE DENSITY: 3.83 UNITS / ACRE (RESIDENTIAL) SEWER - CITY OF ROBERTSDALE ELECTRIC - BALDWIN EMC PARCEL NO. 05-42-07-26-0-000-011.000 PHONE - CENTURYLINK

PARCEL NO. 05-42-07-26-0-000-011.045

# FINAL PLAT

COTTAGES OF AVENTURA PHASE IIIB,

A RESUBDIVISION OF LOT 4 AND A PORTION OF LOTS 1 AND 3 OF RAWLS ROAD SUBDIVISION, AS RECORDED ON SLIDE NO. 2555-C Situated in Section 26 T-5-S, R-3-E,

Baldwin County

Robertsdale, Alabama 38 Lots (Phase IIIB), Zoning: RSF-4

(PLANNING DISTRICT 12) SEPTEMBER 2022

CERTIFICATION OF OWNERSHIP AND DEDICATION STATE OF ALABAMA)

THIS IS TO CERTIFY THAT I (WE), THE UNDERSIGNED, AM (ARE) THE OWNER(S) OF THE LAND SHOWN AND DESCRIBED IN THE PLAT, AND THAT I (WE) HAVE CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AS INDICATED HEREON, FOR THE USES AND PURPOSES HEREIN SET FORTH AND DO HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE DESIGN AND TITLE HEREON INDICATED; AND GRANT ALL EASEMENTS AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED, TOGETHER WITH SUCH RESTRICTIONS AND COVENANTS NOTED BELOW OR ATTACHED IN A SEPARATE LEGAL DOCUMENT.

AUTHORIZED REPRESENTATIVE, AVENTURA ASSOCIATES, LLC. (PRINT) AUTHORIZED REPRESENTATIVE AVENTURA ASSOCIATES, LLC (SIGNATURE)

ACKNOWLEDGMENT OF NOTARY PUBLICE

COUNTY OF BALDWIN)

COUNTY OF ESCAMBIA

I, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC, WITHIN AND FOR SAID COUNTY AND STATE, HEREBY CERTIFY THAT THE AUTHORIZED REPRESENTATIVE OF AVENTURA ASSOCIATES, LLC, 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 SAID CONVEYANCE, HE AS SUCH OFFICER AND WITH FULL AUTHORITY, EXECUTED THE SAME VOLUNTARILY FOR THE COMPANY ON THE DAY THE SAME BEARS DATE AS THE ACT OF SAID COMPANY.

GIVEN UNDER MY HAND AND SEAL ON THIS THE THE DAY OF September, 2022.

I, TODD M. WHEELER, A LICENSED PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF ALABAMA WITH A LICENSE NUMBER OF 24961, HEREBY CERTIFY THAT I HAVE REVIEWED THE DESIGN HEREIN WHICH WAS DONE UNDER MY DIRECT CONTROL AND SUPERVISION AND THAT, TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND TO THE BEST OF MY BELIEF, CONFORMS TO THE REQUIREMENTS OF THE ROBERTSDALE SUBDIVISION REGULATIONS AND TO ALL OTHER RULES, REGULATIONS, LAWS, AND ORDINANCES APPLICABLE TO MY DESIGN.

THIS IS TO CERTIFY THAT WE HAVE CONSULTED THE FEDERAL EMERGENCY MANAGEMENT AGENCYS FLOOD INSURANCE RATE MAP FOR BALDWIN COUNTY, ALABAMA; SEE MAP NO. 01003C0678M, DATED APRIL 19, 2019 AND FOUND THAT THE ABOVE DESCRIBED PROPERTY DOES NOT LIE IN A FLOODWAY OR FLOOD PRONE AREA.

LEGAL DESCRIPTION COTTAGES OF AVENTURA PHASE IIIB

COMMENCING AT THE NW CORNER OF THE SE ¼ OF THE NE ¼ OF SECTION 26, T-5-S, R-3-E, BALDWIN COUNTY, ALABAMA, SAID POINT BEING A ½" REBAR FOUND IN A TREE ROOT;

THENCE FROM THE POINT OF COMMENCEMENT S 00°07'30" E 234.51 FEET TO A 4" CONCRETE MONUMENT FOUND(CA-1073-LS),

SAID POINT FURTHER DESCRIBED AS THE POINT OF BEGINNING; THENCE FROM THE POINT OF BEGINNING N 90°00'00" E A DISTANCE OF 129.49 FEET;

THENCE WITH A CURVE TURNING TO THE RIGHT HAVING AN ARC LENGTH OF 105.50 FEET, A RADIUS OF 125.00 FEET, A CHORD BEARING OF N 32°09'46" E, AND A CHORD LENGTH OF 102.40 FEET;

THENCE S 24°04'45" E A DISTANCE OF 40.26 FEET; THENCE S 00°03'38" W A DISTANCE OF 132.26 FEET;

THENCE S 89°57'50" E A DISTANCE OF 732.00 FEET; THENCE N 00°02'10" E A DISTANCE OF 140.00 FEET; THENCE S 89°57'50" E A DISTANCE OF 61.00 FEET; THENCE S 00°02'10" W A DISTANCE OF 140.00 FEET;

THENCE S 89°57'50" E A DISTANCE OF 102.38 FEET; THENCE S 00°23'40" E A DISTANCE OF 31.08 FEET; THENCE N 89°36'20" E A DISTANCE OF 40.00 FEET;

THENCE S 00°23'41" E A DISTANCE OF 122.40 FEET THENCE S 89°56'23" E A DISTANCE OF 176.34 FEET; THENCE S 00°04'43" E A DISTANCE OF 80.00 FEET; THENCE N 89°56'23" W A DISTANCE OF 175.89 FEET;

THENCE S 00°23'41" E A DISTANCE OF 91.83 FEET; THENCE N 89°57'50" W A DISTANCE OF 736.80 FEET; THENCE S 00°02'10" W A DISTANCE OF 15.00 FEET; THENCE N 89°57'50" W A DISTANCE OF 270.00 FEET; THENCE N 00°24'00" W A DISTANCE OF 1.28 FEET;

THENCE N 90°00'00" W A DISTANCE OF 130.36 FEET,

THENCE N 00°06'02" W A DISTANCE OF 421.00 FEET TO THE POINT OF BEGINNING, CONTAINING 9.58 ACRES, MORE OR LESS.

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

WITNESS MY HAND THIS THE 4th DAY OF SEPTEMBER 2022

CERTIFICATE OF APPROVAL BY THE PLANNING COMMISSION OF THE CITY OF ROBERTSDALE ALABAMA

APPROVED BY THE CITY OF ROBERTSDALE PLANNING COMMISSION. BY APPROVAL OF THIS SUBDIVISION PLAT, THE PLANNING COMMISSION OF THE CITY OF ROBERTSDALE ASSUMES NO RESPONSIBILITY FOR SURVEY ERRORS OR FOR DEFECTS OR EFFICIENCIES IN THE TITLE TO THE PROPERTY AFFECTED BY THE PLAT, AND ANY SUCH RESPONSIBILITY IS HEREBY AFFIRMATIVELY DISCLAIMED.

CERTIFICATE OF APPROVAL BY CITY OF ROBERTSDALE UTILITIES (SEWER AND WATER) THE UNDERSIGNED, AS AUTHORIZED BY THE CITY OF ROBERTSDALE, HEREBY APPROVES THE WITHIN PLAT FOR THE RECORDING OF THE SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA,

AUTHORIZED REPRESENTATIVE OF THE CITY OF ROBERTSDALE UTILITIES

CERTIFICATE OF APPROVAL BY THE BALDWIN COUNTY E-911 ADDRESSING THE UNDERSIGNED, AS AUTHORIZED BY THE BALDWIN COUNTY E-911 BOARD, HEREBY APPROVES THE WITHIN ROAD NAMES AS DEPICTED ON THE WITHIN PLAT FOR THE RECORDING OF THE SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA,

DAY OF <u>September</u> Damantha Roberts

CERTIFICATE OF APPROVAL BY BALDWIN EMC THE UNDERSIGNED, AS AUTHORIZED BY BALDWIN EMC HEREBY APPROVES THE WITHIN PLAT FOR THE RECORDING OF THE SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA, THIS 12th DAY OF October

AUTHORIZED REPRESENTATIVE OF BALDWIN EMC

CERTIFICATE OF APPROVAL BY CENTURYLINK THE UNDERSIGNED, AS AUTHORIZED BY, CENTURYLINK HEREBY APPROVES THE WITHIN PLAT FOR THE RECORDING OF THE SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA, THIS 16th DAY OF SEPTEMBER, 2022.

CERTIFICATE OF THE BALDWIN COUNTY PLANNING DIRECTOR THE UNDERSIGNED, AS DIRECOR OF THE BALDWIN COUNTY PLANNING AND ZONING DEPARTMENT, HEREBY APPROVES THE WITHIN PLAT FOR THE

RECORDING OF THE SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA,

CERTIFICATE OF APPROVAL BY THE COUNTY ENGINEER THE UNDERSIGNED, AS COUNTY ENGINEER OF BALDWIN COUNTY, ALABAMA HEREBY APPROVES THE WITHIN PLAT FOR THE RECORDING OF THE SAME IN

INDEX OF SHEETS

SHEET 2 - FINAL PLAT LAYOUT SHEET 1 - DEDICATION AND CERTIFICATE SHEET

SHEET 1 OF 2

~ CIRCULAR CM FOUND (CA-1073-LS)

R/W ~ RIGHT OF WAY

AC ~ ACRES

SF ~ SQUARE FEET

PI ~ POINT OF INTERSECTION

PT ~ POINT OF TANGENCY

PC ~ POINT OF CURVATURE

U&D ~ UTILITY & DRAINAGE

ESMT ~ EASEMENT

SIDEWALKS

SIDEWALKS SHALL BE CONSTRUCTED, BY THE HOMEOWNERS, AT THE TIME OF HOME CONSTRUCTION. THE DEVELOPER MUST CONSTRUCT SIDEWALKS IN FRONT OF COMMON AREAS AS WELL AS REQUIRED ADA ACCESSIBLE RAMPS DURING INITIAL CONSTRUCTION

LOT ACCESS

LOT 72 SHALL ONLY HAVE ACCESS FROM PRADO LOOP, NO DIRECT ACCESS FROM RAWLS ROAD IS PERMITTED.

# FINAL PLAT

COTTAGES OF AVENTURA PHASE IIIB,

A RESUBDIVISION OF LOT 4 AND A PORTION OF LOTS 1 AND 3 OF RAWLS ROAD SUBDIVISION, AS RECORDED ON SLIDE NO. 2555-C

Situated in Section 26 T-5-S, R-3-E,

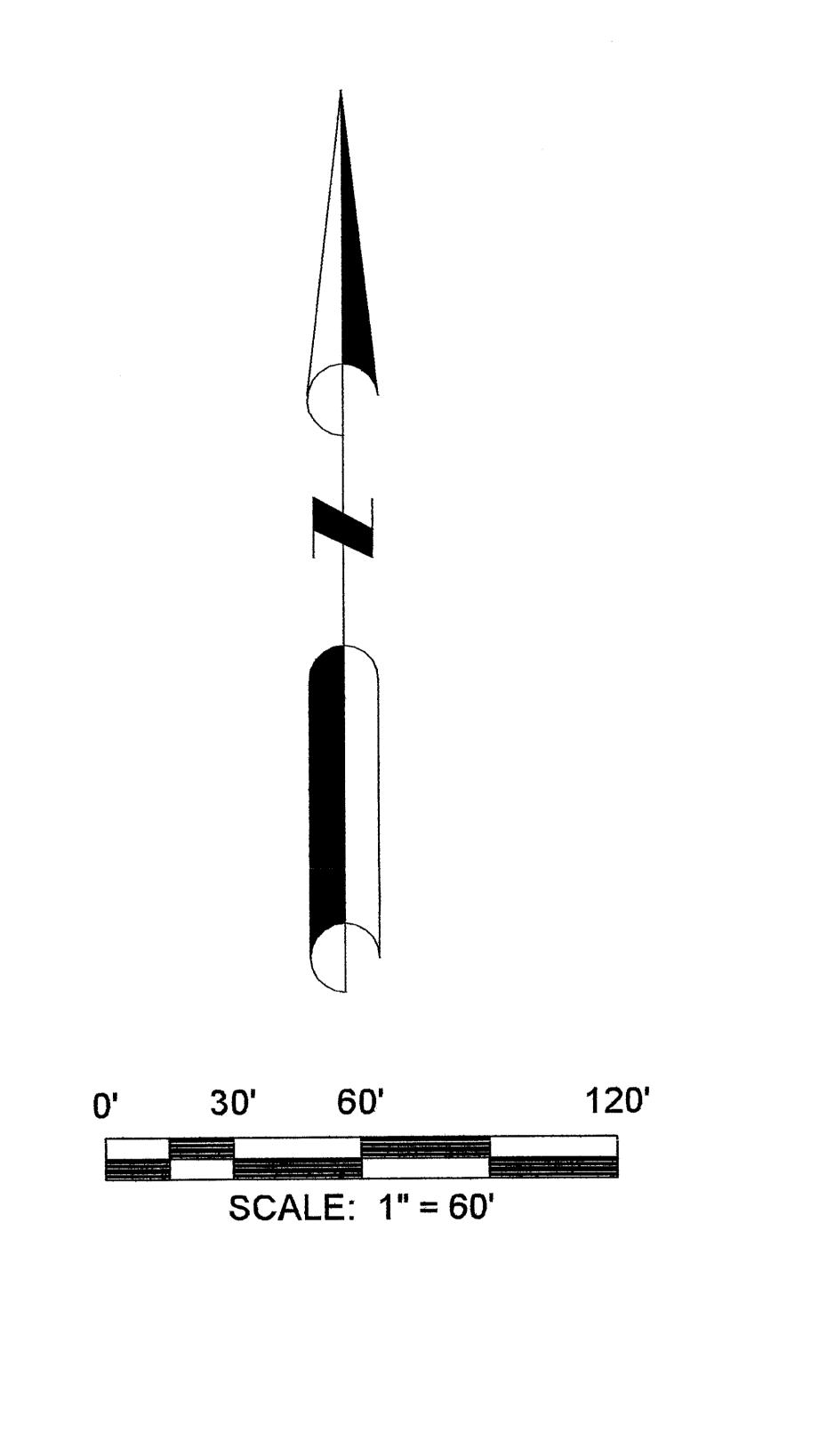
Baldwin County

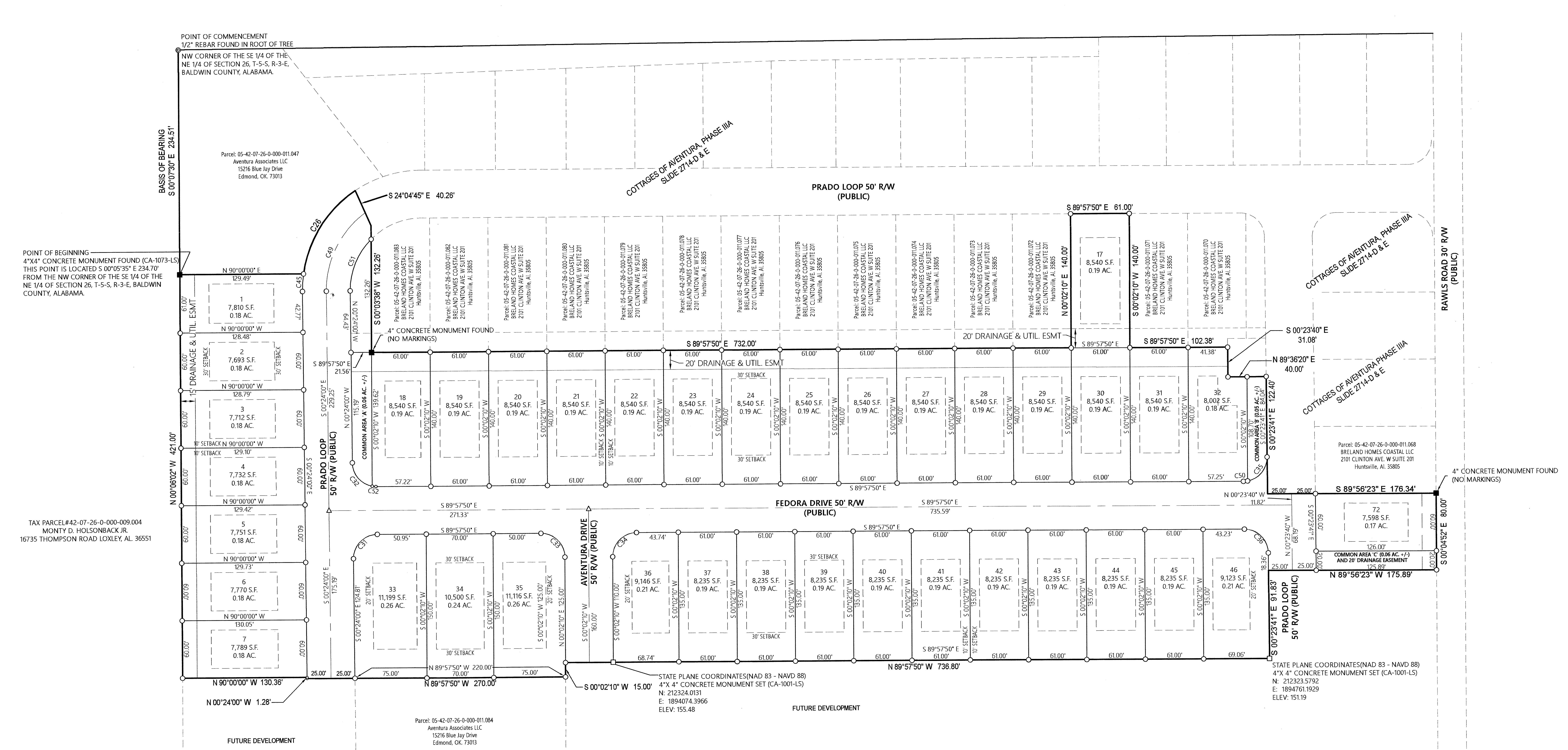
Robertsdale, Alabama

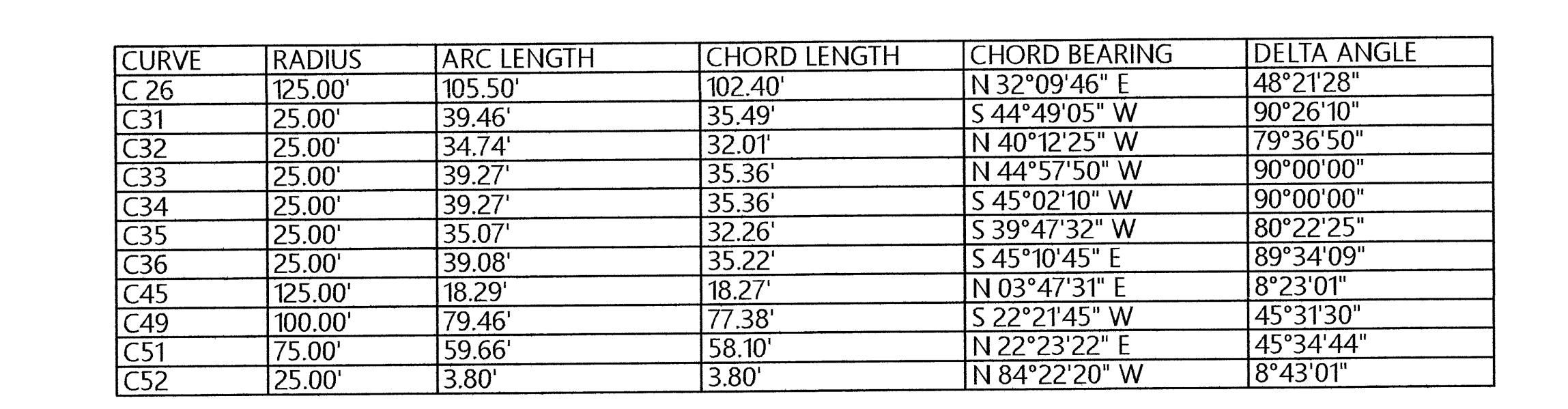
38 Lots (Phase IIIB), Zoning: RSF-4

(PLANNING DISTRICT 12)

SEPTEMBER 2022







AL \$ 63.00 Cages

SLIDE 0002858-C

Date:
Date:
Date:
Date:
Date:
Date:
Date:
Date:

oroperty completed. red to be extensions of e without entitle at rates to

ervice in respect of the client and all retain an ownership and properther or not the Project is consulted to represente by the Client or others on extended to the Any reuse will en by Firms listed on face will en

INEERING, DEVELOPMENT DESIGN suital YING, LANDSCAPE ARCHITECTURE the P writte (850) 378-8141 Firms

Jes of Aventura Phase IIIB VISION OF LOT 4 AND A PORTION OF LOTS 1 AND 3 OF A SI IRDIVISION AS RECORDED ON SI IDE NO. 2555-C

nal Plat Layou

Job No. 20-176P

Date: 08/02/20

Drawn By: RA

Checked By: JKG

SHEET NUMBE

2 of 2

# CERTIFICATION OF IMPROVEMENTS FOR SUBDIVISIONS

| Chairman Baldwin County Planning & Zoning Commission Post Office Box 220 Silverhill, Al. 36576                                 |  |
|--|--|
| In accordance with the requirements of Section 8.2 Regulations, I hereby certify to the following with                         | of the <i>Baldwin County Subdivision</i> respect to  |
| Cottages at Aventura Phase 3   | Bb Subdivision:  |
| (Name of subdivision)  | Commission of the Commission o |
| 1) all required improvements are complete;   |  |
| 2) all improvements are in compliance with the mir<br>Baldwin County Planning & Zoning Commission a<br>for their construction; | nimum standards specified by the and the Baldwin county Commission   |
| 3) I know of no defects from any cause in these imp  | provements, and;   |
| 4) all improvements are free and clear of any encur  | nbrance or lien.   |
| Todd M Wheeler   | PE 24961   |
| Project Engineer Name  | Registration Number  |
| Wallel   | 11/2/2022  |
| Project Engineer Signature   | Date   |
| Glen Angus Subdivider Name   |  |
|  | 11/2/2022  |

Date

**Robertsdale Office:** 22251 Palmer Street

Robertsdale, AL 36567 251.580.1655 **Foley Office:** 

201 East Section Avenue Foley, AL 36535 251.580.1655

September 9, 2022

Joey Nunnally, P.E. County Engineer

Subject: SFP22-000012 Cottages of Aventura, Ph IIIB - Final Plat

Dear Mr. Nunnally:

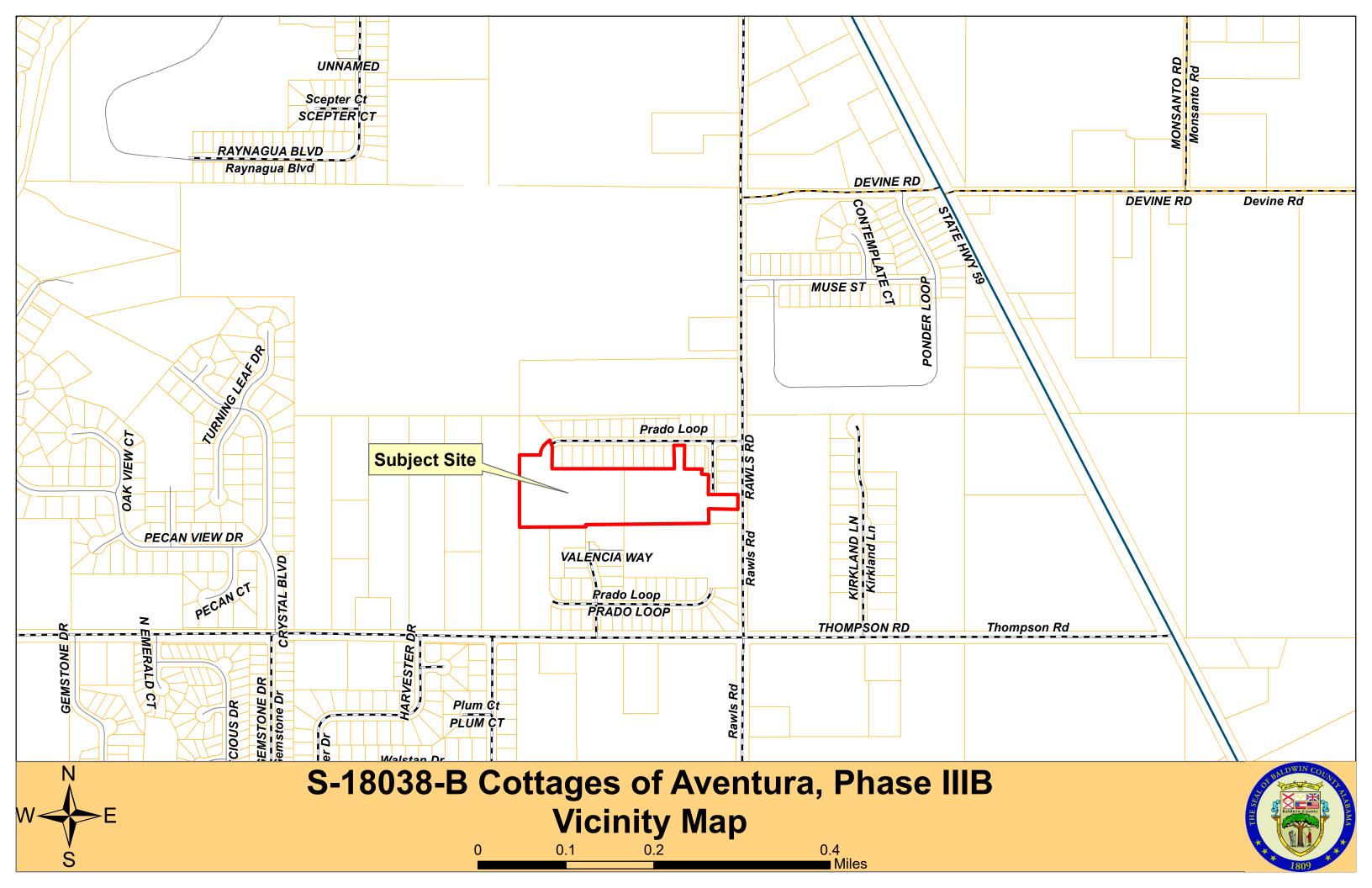
The Final Plat of the above referenced development has been reviewed for compliance with the *Baldwin County Subdivision Regulations*. The development meets all requirements of the Baldwin County Subdivision Regulations.

Shawn Mitchell

**Development Review Planner** 

T. Shown Staket

Cc: file







S-18038-B Cottages of Aventura, Phase IIIB Site Map

0.025 0.05





# **Baldwin County Commission**

# **Agenda Action Form**

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 12/5/2022

Item Status: New

From: Joey Nunnally, P.E., County Engineer

Seth Peterson, P.E., Pre-Construction Manager

Submitted by: Audra E. Mize, Operations Support Specialist II

\_\_\_\_\_

# **ITEM TITLE**

City of Orange Beach - Quitclaim Deed - Portion of County Road 95

# STAFF RECOMMENDATION

Authorize the Chairman to execute a Quitclaim Deed conveying any and all right and title to that portion of right-of-way owned by Baldwin County on County Road 95 (from the intersection of South Bayou Drive northwest approximately 1,400 feet to the end of County maintenance) to the City of Orange Beach.

# BACKGROUND INFORMATION

**Background:** The Baldwin County Commission funded the resurfacing of County Road 95 from US Highway 98 south to end of maintenance in the Fiscal Year 2022 Budget. The City of Orange Beach agreed to accept responsibility for County Road 95 from the intersection of South Bayou Drive northwest approximately 1,400 feet to the end of County maintenance upon completion of the resurfacing project.

On June 21, 2022, the City of Orange Beach adopted Ordinance No. 2022-1417 approving the annexation of the portion of County Road 95.

#### Previous Commission action/date:

May 3, 2022: The BCC adopted Resolution #2022-082 authorizing annexation and transfer of responsibility for a portion of County Road 95 (from the intersection of South Bayou Lane northwest approximately 1,400 feet to the end of County maintenance) to the City of Orange Beach.

# FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

N/A

### LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

# **ADVERTISING REQUIREMENTS**

. .

Is advertising required for this recommendation? N/A

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

# **FOLLOW UP IMPLEMENTATION**

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

Individual(s) responsible for follow up: Administration Staff

Action required (list contact persons/addresses if documents are to be mailed or emailed): Administration Staff have Chairman execute Quitclaim deed, prepare correspondence, and send <u>original</u> with correspondence to <u>Gayle Pierce</u> for recording and delivery to the City of Orange Beach.

Contact:

Mayor Tony Kennon City of Orange Beach 4099 Orange Beach Boulevard Orange Beach, Alabama 36561

**Additional instructions/notes:** Administration Staff to place in tickler and obtain recorded copy of quitclaim deed from Gayle Pierce.

Page 1 of 3

THIS INSTRUMENT PREPARED BY: BALDWIN COUNTY HIGHWAY DEPARTMENT ROBERTSDALE, ALABAMA 36567

STATE OF ALABAMA ) COUNTY ROAD 95

FROM THE INTERSECTION OF

SOUTH BAYOU DRIVE

NORTHWEST APPROXIMATELY

1,400 FEET TO THE END OF COUNTY MAINTENANCE

COUNTY MAINTEN

COUNTY OF BALDWIN )

**QUITCLAIM DEED** 

KNOW ALL MEN BY THESE PRESENTS, that Baldwin County,

Alabama, by and through the Baldwin County Commission, a political subdivision

of the State of Alabama, hereinafter referred to as the Grantor, for and in

consideration of the sum of One Dollar (\$1.00) and other good and valuable

consideration this day paid to Grantor by the City of Orange Beach, Alabama, an

Alabama municipal corporation, hereinafter referred to as Grantee, the receipt and

sufficiency of which is hereby acknowledged, has and by these presents does

hereby REMISE, RELEASE, QUITCLAIM AND CONVEY unto the Grantee, all

of Grantor's right, title, interest and claim in and to the following described real

property, subject to the covenants contained herein and the rights of any utilities

which may be on, over, or under said real estate, situated in Baldwin County,

Alabama, to wit:

A part of the Northwest Quarter of Section 26, Township 8 South, Range 5

East, Baldwin County, Alabama and being more fully described as follows:

A strip of land eighty (80) feet in width running forty (40) feet east and forty (40) feet west of and parallel to the centerline of Project C-0213 **OR** of County Rd 95 in Section 26, Township 8 south, Range 5 East, Baldwin County, Alabama and

being more fully described as follows:

It is the intent to convey unto the City of Orange Beach, Alabama, any and all right and title to that portion of right-of-way owned and maintained by Baldwin County along County Road 95, beginning at the intersection of S Bayou Dr running in a

GRANTOR'S ADDRESS:

GRANTEE'S ADDRESS:

northwesterly direction for approximately 1,400 feet to the end of County maintenance. Including all improvements within the right-of-way such as, but not limited to, the road, drainage structures, signs, etc. Said right-of-way being Quitclaimed is part of property conveyed in Deed Book 211 page 534. It is also the intent to convey any and all prescriptive right-of-way that Baldwin County, Alabama may own.

Subject to any reservations, restrictions, exceptions, and encumbrances of record.

**TO HAVE AND TO HOLD** unto the said Grantee, or its successors and assigns for FOREVER.

| WHEREOF, the Grantor has hereunto caused this instrument s duly authorized representative on this the day of 22.             |
|--|
| GRANTOR  |
| BALDWIN COUNTY, ALABAMA,<br>by and through the Baldwin County Commission,<br>a political subdivision of the State of Alabama |
| By: Charles F. Gruber Chairman of Baldwin County Commission  |

Attest

By:\_\_\_\_

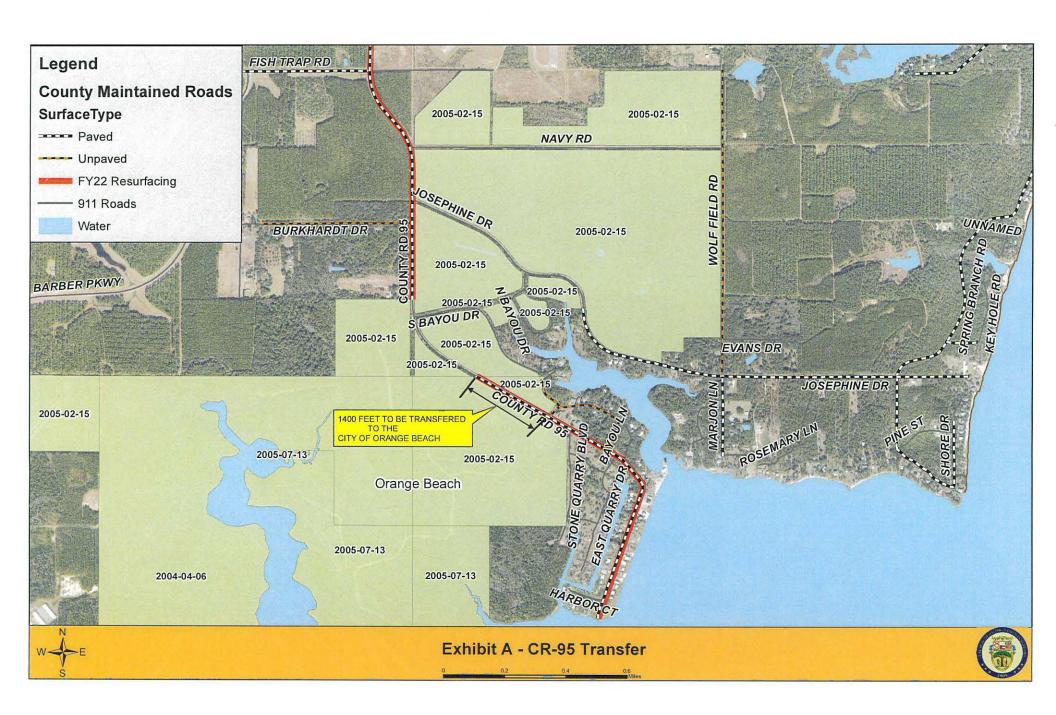
Ronald J. Cink

Budget Director/Interim County Administrator

# STATE OF ALABAMA

# **COUNTY OF BALDWIN**

| I,                                    | , a Notary Public, in and                        |
|---------------------------------------|--|
| for said County in said State, hereby | by certify that Charles F. Gruber, whose name as |
| Chairman of the County Commission     | ion of BALDWIN COUNTY, ALABAMA, a                |
| political subdivision of the State of | f Alabama, and Ronald J. Cink, whose name as     |
| Budget Director/Interim County Ad     | dministrator, are signed to the foregoing        |
| instrument and who are known to m     | me, acknowledged before me on this day that,     |
| being informed of the contents of th  | the instrument, they, as such officers and with  |
| full authority, executed the same vo  | oluntarily for and as the act of said political  |
| subdivision.                          |  |
| Given under my hand and seal th       | this, 2022.                                      |
| Ī                                     | Notary Public, Baldwin County, Alabama           |
| Ŋ                                     | My Commission Expires:                           |





# **Baldwin County Commission**

# **Agenda Action Form**

Meeting Type: BCC Regular Meeting

**Meeting Date:** 12/5/2022

Item Status: New

From: Joey Nunnally, P.E., County Engineer

Tyler Mitchell, P.E., Construction Manager Mike Campbell, Engineering Technician I

Submitted by: Halley Dixon, Operations Support Specialist II

#### ITEM TITLE

License Agreement No. 22014 - Cherokee Road - Right-of-Way

# STAFF RECOMMENDATION

Approve License Agreement No. 22014 permitting Forrest M. Iles to place stone on unmaintained right-of-way on Cherokee Road. (The term of this agreement shall commence on the date of full execution. License for installation shall terminate at 11:59 p.m. on May 31, 2023. License for maintenance shall be indefinite according to the terms of the agreement or until modified by a written agreement with Licensor.)

# BACKGROUND INFORMATION

**Background:** Forrest M. Iles desires to place stone approximately 20 feet x 130 feet on unmaintained right-of-way on Cherokee Road. Licensee will coordinate with fish and wildlife and any other permitting agencies as necessary. The licensee shall have the property surveyed and staked prior to performing any work thereon. All improvements constructed by the licensee shall be maintained by the licensee for any and all portions of the property that is not county maintained. Any further development shall not be allowed until a new agreement is obtained.

Previous Commission action/date: 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? $\ensuremath{\mathsf{N/A}}$

Reviewed/approved by: N/A

Additional comments: Standard agreement used as previously approved by Laura Coker

(02/11/2020) los

# **ADVERTISING REQUIREMENTS**

Is advertising required for this recommendation? N/A

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

# **FOLLOW UP IMPLEMENTATION**

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

**Individual(s) responsible for follow up:** Administration Staff prepare correspondence and have license agreement executed by Chairman. Send correspondence with original agreement to Halley Dixon. 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):

Contact:

Mr. Forrest M. Iles 24853 Bridges Drive W Daphne, Alabama 36526

Additional instructions/notes: Administration - upload to BCAP with Tyler Mitchell as originator.

# 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 <u>Forrest M. Iles</u> ("Licensee"), with an address at <u>24853 Bridges Drive W Daphne</u>, AL 36526.

#### WITNESSETH:

WHEREAS, Licensor is the owner of the real property described as <u>Cherokee Road right-of-way</u> 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 <u>making</u> improvements to unmaintained right-of-way by placing stone approximately 20 feet X 130 feet. Licensee will coordinate with fish and wildlife and any other permitting agencies as necessary; 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. <u>Recitals</u>. The above recitals and statements are incorporated as part of this Agreement as if fully set forth herein.
- 2. <u>Grant of Revocable, Non-Exclusive and Temporary License</u>. Subject to the terms and conditions set forth herein, Licensor hereby grants to Licensee, <u>Forrest M. Iles</u>, a revocable, non-exclusive and temporary license (the "License") to enter upon the Property as is reasonably required to <u>place stone on unmaintained right-of-way</u>. 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. <u>Property</u>. The real property subject hereto is limited to and sufficiently described as the <u>Cherokee Road right-of-way</u> 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. <u>Term of License (Installation and Maintenance)</u>. 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

<u>May 31, 2023</u>. 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 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. <u>Public Property</u>. 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. <u>Indemnification</u>. 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. <u>No Alteration</u>. 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. <u>Damage to Property</u>. 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. <u>Insurance</u>. 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. <u>Responsibility</u>. 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. <u>Agency</u>. 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. <u>No Waiver</u>. 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. <u>Termination</u>. 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. <u>Financial Terms/Conditions</u>. 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. <u>Terms of Maintenance Agreement</u>. 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: 9000 (11/16/22<br>FORKEST M. ILES Date   |
|--|
| State of Alabama )   |
| County of Baldwin )  |
| I, Maranda Skelton, a Notary Public in and for said County, in said State, hereby certify that Forest W. 1165, 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 <u>Movenber</u> 2022.   |
| Notary Public  Notary Public  My Commission Expires: Two 1714, 2021  |

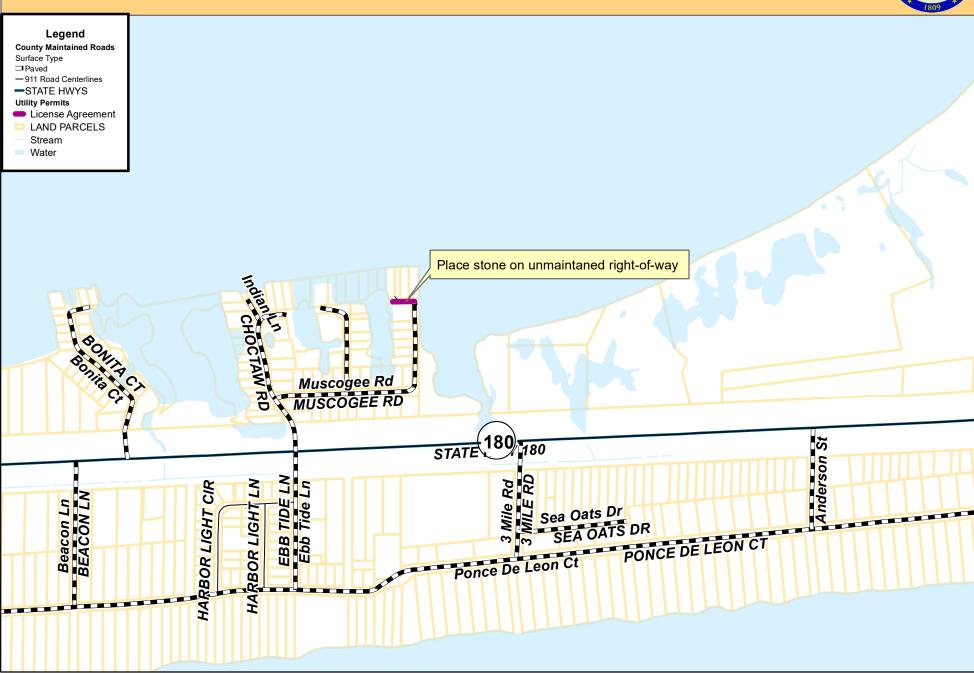
# **LICENSOR:**

| ATTEST:   |  | BALDWIN COUNTY, A  | ALABAMA  |
|---|--|--|--|
|   | /  |  | /  |
| Ronald J. Cink<br>Budget Director   | /Date  | Charles F. Gruber<br>Chairman  | /Date  |
| State of Alabama  | )  |  |  |
| County of Baldwin   | )  |  |  |
| of the Baldwin County who is known to me, at the instrument, they exbears date. | Gruber and Ronal<br>Commission, and<br>cknowledged before<br>ecuted the same v | Notary Public in and for said County, ad J. Cink, as Chairman and Budget D d whose names are signed to the foregore me on this day that, being inform with full authority to do so voluntarily eal, this the day of, 2 | pirector, respectively, going instrument, and led of the contents of on the day the same |
|   |  | Notary Public  |  |
|   |  | My Commission Expires:   |  |



# LA # 22014 Forrest M. Iles Vicinity Map







# LA # 22014 Forrest M. lles Site Map







# Agenda Action Form

Meeting Type: BCC Regular Meeting

**Meeting Date:** 12/5/2022

Item Status: New

**From:** Brian Peacock, CIS Director Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

#### **ITEM TITLE**

CIS Department - Promotion of Employee

# STAFF RECOMMENDATION

Approve the promotion of Zackary Gibbs from the Operations Support Specialist II position (#5294) grade 307 (\$16.02 per hour / \$33,321.60 annually) to fill the open Communications Technician II position (#5674) at a grade 311 (\$19.38 per hour / \$40,310.40 annually) to be effective no sooner than December 19, 2022.

#### BACKGROUND INFORMATION

**Background:** The Communications Technician II position was newly created during the FY22/23 Budget Cycle. The CIS Director respectfully requests the above recommendation is approved.

Previous Commission action/date: N/A

#### FINANCIAL IMPACT

Total cost of recommendation: \$40,310.40 - budgeted

**Budget line item(s) to be used:** 10051965.51130

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

N/A

#### LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

# **ADVERTISING REQUIREMENTS**

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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



# **Agenda Action Form**

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 12/5/2022

Item Status: New

**From:** Joey Nunnally, County Engineer Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

#### **ITEM TITLE**

Highway Department (Bay Minette) - Employment of One (1) Operator Technician I Position

# STAFF RECOMMENDATION

Approve the employment of Larry Knott to fill the open Operator Technician I position (#5677) at a grade 308 (\$16.42 per hour / \$34,153.60 annually) to be effective no sooner than December 12, 2022.

#### **BACKGROUND INFORMATION**

**Background:** The Operator Technician I position was newly created during the FY22/23 Budget Cycle. The County Engineer respectfully requests that the above recommendation is approved.

Previous Commission action/date: N/A

#### FINANCIAL IMPACT

Total cost of recommendation: \$34,153.60 - budgeted

**Budget line item(s) to be used:** 11153111.51130

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

N/A

#### LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

# **ADVERTISING REQUIREMENTS**

••

Is advertising required for this recommendation? N/A

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

### **FOLLOW UP IMPLEMENTATION**

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

Individual(s) responsible for follow up: Personnel - Implement Changes

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

N/A



# Agenda Action Form

Meeting Type: BCC Regular Meeting

**Meeting Date:** 12/5/2022

Item Status: New

**From:** Joey Nunnally, County Engineer Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

#### **ITEM TITLE**

Highway Department (Foley) - Personnel Changes

#### STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the promotion of Brian Lunsford from the Operator Technician III position (#329) grade 310 (\$19.13 per hour / \$39,790.40 annually) to fill the open Operator Technician IV position (PID #5684) at a grade 312 (\$20.66 per hour / \$42,972.80 annually) to be effective no sooner than December 19, 2022; and
- 2) Approve the promotion of Joseph Harris from the Operator Technician I position (#713) grade 308 (\$17.72 per hour / \$36,857.60 annually) to fill the open Operator Technician II position (PID #665) at a grade 309 (\$19.14 per hour / \$39,811.20 annually) to be effective no sooner than December 19, 2022; and
- 3) Approve the employment of Nicholas Parker to fill the open Operator Technician Trainee position (#5685) at a grade 306 (\$14.90 per hour / \$30,992.00 annually) to be effective no sooner than December 12, 2022.

#### **BACKGROUND INFORMATION**

**Background:** The Operator Technician IV and Operator Technician Trainee positions were created during the FY22/23 Budget Cycle and the Operator Technician III position was vacated due to the promotion of the previous employee. The County Engineer respectfully requests that the above recommendations are approved.

Previous Commission action/date: N/A

### FINANCIAL IMPACT

Total cost of recommendation: \$113,776.00 - budgeted

**Budget line item(s) to be used:** 11153113.51130

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

#### **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

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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



# **Agenda Action Form**

File #: 23-0244, Version: 1 Item #: CQ4

Meeting Type: BCC Regular Meeting

**Meeting Date:** 12/5/2022

Item Status: New

**From:** Joey Nunnally, County Engineer Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

#### **ITEM TITLE**

Highway Department (Silverhill) - Employment of One (1) Operator Technician I Position

# STAFF RECOMMENDATION

Approve the employment of Travis Strehle to fill the open Operator Technician I position (#3079) at a grade 308 (\$16.42 per hour / \$34,153.60 annually) to be effective no sooner than December 12, 2022.

## BACKGROUND INFORMATION

**Background:** The Operator Technician I position was vacated due to the promotion of the previous employee. The County Engineer respectfully requests that the above recommendation is approved.

Previous Commission action/date: N/A

#### FINANCIAL IMPACT

Total cost of recommendation: \$34,153.60 - budgeted

**Budget line item(s) to be used:** 11153112.51130

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

N/A

#### LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

# **ADVERTISING REQUIREMENTS**

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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



# **Agenda Action Form**

Meeting Type: BCC Regular Meeting

**Meeting Date:** 12/5/2022

Item Status: New

**From:** Brian Peacock, CIS Director Madison Steele, Horticulturist Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

## **ITEM TITLE**

Parks Department - Employment of Five (5) Landscape Technician I Positions

#### STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the employment of Robert Pearson to fill the open Landscape Technician I position (#531) grade 306 (\$14.90 per hour / \$30,992.00 annually); and
- 2) Approve the employment of Michael Hill to fill the open Landscape Technician I position (#5564) grade 306 (\$14.90 per hour / \$30,992.00 annually); and
- 3) Approve the employment of Billy Gann to fill the open Landscape Technician I position (#4043) grade 306 (\$14.90 per hour / \$30,992.00 annually); and
- 4) Approve the employment of Anthony Hicks to fill the open Landscape Technician I position (#305) grade 306 (\$14.90 per hour / \$30,992.00 annually); and
- 5) Approve the employment of Marqavious Stevens to fill the open Landscape Technician I position (#4042) grade 306 (\$14.90 per hour / \$30,992.00 annually).

These actions will be effective no sooner than December 12, 2022.

#### **BACKGROUND INFORMATION**

**Background:** The Landscape Technician I positions were vacated due to the resignations / promotions of the previous employees. The Horticulturist respectfully requests that the above recommendations are approved.

Previous Commission action/date: N/A

#### FINANCIAL IMPACT

Total cost of recommendation: \$154,960.00 - budgeted

Budget line item(s) to be used: 14457200.51130

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

N/A

## LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

# ADVERTISING REQUIREMENTS

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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



# Agenda Action Form

File #: 23-0248, Version: 1 Item #: CQ6

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 12/5/2022

Item Status: New

From: Teddy Faust, Revenue Commissioner

Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

#### **ITEM TITLE**

Revenue Commission (Re-appraisal) - Personnel Changes

#### STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the promotion of Darla Lawley from the Real Property Appraiser Trainee position (#5335) grade 309 (\$17.95 per hour / \$37,336.00 annually) to fill the open Real Property Appraiser I position (#5518) grade 310 (\$19.39 per hour / \$40,331.20 annually); and
- 2) Approve the promotion of Rebekah Edwards from the Real Property Support Technician I position (#967) grade 305 (\$15.13 per hour / \$31,470.40 annually) to fill the open Real Property Support Technician Specialist position (#4097) grade 306 (\$16.34 per hour / \$33,987.20 annually).

These actions shall be effective no sooner than December 19, 2022.

### **BACKGROUND INFORMATION**

**Background:** The Real Property positions were vacated due to the promotion of the previous employees. The Revenue Commissioner respectfully requests that the above recommendations are approved due to the attainment of certifications and additional duties.

Previous Commission action/date: N/A

#### FINANCIAL IMPACT

Total cost of recommendation: \$74,318.40 - budgeted

**Budget line item(s) to be used:** 12051810.51130

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

N/A

### **LEGAL IMPACT**

Is legal review necessary for this staff recommendation and related documents?  $\ensuremath{\text{N/A}}$ 

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



# **Agenda Action Form**

Meeting Type: BCC Regular Meeting

**Meeting Date:** 12/5/2022

Item Status: New

**From:** Ron Cink, Budget Director Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

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#### **ITEM TITLE**

Sales, Use, and License Tax Department - Employment of One (1) Deputy License Inspector I Position

#### STAFF RECOMMENDATION

Approve the employment of Jacob Thompson to fill the open Deputy License Inspector I position (#5532) at a grade 308 (\$16.42 per hour / \$34,153.60 annually) to be effective no sooner than December 12, 2022.

#### BACKGROUND INFORMATION

**Background:** The Deputy License Inspector I position was vacated due to the resignation of the previous employee. The Budget Director respectfully requests that the above recommendation is approved.

Previous Commission action/date: N/A

### FINANCIAL IMPACT

Total cost of recommendation: \$34,153.60 - budgeted

**Budget line item(s) to be used:** 10051750.51130

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

#### **LEGAL IMPACT**

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

Reviewed/approved by: N/A

Additional comments: N/A

# **ADVERTISING REQUIREMENTS**

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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



# Agenda Action Form

File #: 23-0262, Version: 1 Item #: CQ8

Meeting Type: BCC Regular Meeting

**Meeting Date:** 12/5/2022

Item Status: New

From: Terri Graham, Development and Environmental Director

Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

#### **ITEM TITLE**

Solid Waste Department (Administration) - Promotion of Employee

# STAFF RECOMMENDATION

Approve the promotion of Alexandra Barnette from the Billing Account Specialist I position (#2082) grade 306 (\$16.10 per hour / \$33,488.00 annually) to fill the open Chief Administrative Assistant position (#5499) at a grade 310 (\$18.28 per hour / \$38,022.40 annually) to be effective no sooner than December 19, 2022.

#### BACKGROUND INFORMATION

**Background:** The Chief Administrative Assistant position was vacated due to the promotion of the previous employee. The Development and Environmental Director respectfully requests that the above recommendation is approved.

Previous Commission action/date: N/A

# **FINANCIAL IMPACT**

Total cost of recommendation: \$38,022.40 - budgeted

Budget line item(s) to be used: 51054100.51130

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

#### **LEGAL IMPACT**

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

Reviewed/approved by: N/A

Additional comments: N/A

# **ADVERTISING REQUIREMENTS**

. .

Is advertising required for this recommendation? N/A

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

# **FOLLOW UP IMPLEMENTATION**

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

Individual(s) responsible for follow up: Personnel - Implement Changes

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

N/A



# Agenda Action Form

File #: 23-0246, Version: 1 Item #: CQ9

Meeting Type: BCC Regular Meeting

**Meeting Date:** 12/5/2022

Item Status: New

From: Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

# **ITEM TITLE**

Blue Cross Blue Shield Enrollment Agreement for 2023

#### STAFF RECOMMENDATION

Approve and authorize the Chairman to execute the Enrollment Agreement with Blue Cross Blue Shield of Alabama to be effective January 1, 2023.

### BACKGROUND INFORMATION

**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. The changes noted are due to the No Surprises Act.

Previous Commission action/date: 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?  $\ensuremath{\mathsf{N/A}}$ 

Reviewed/approved by: N/A

Additional comments: N/A

# **ADVERTISING REQUIREMENTS**

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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, please have documents signed and returned to Personnel

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



# **Amendment Enrollment Agreement Customized BCBSAL Plan**

An Independent Licensee of the Blue Cross and Blue Shield Association

Financial: Self Funded **Group Name: Baldwin County Commission** 

Group Number: 42257 | Baldwin County Commission

Divisions: All Corporate Code: 422570001 **Document Type: Renewal** 

Effective Date: 1/1/2023

PHYSICAL ADDRESS

City: Bay Minette Address 1: 322 Courthouse Sq

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.go<br>v      |
| Benefits: | MS   | Brittany Vaughn |       | (251) 580-1635 | brittany.vaughn@baldwincoun tyal.gov |
| Decision: | MS   | Deidra Hanak    |       | (251) 580-1663 | dhanak@baldwincountyal.gov           |

#### **BCBSAL REPRESENTATIVES**

|                           | Name        | Telephone    | Email                |
|---------------------------|-------------|--------------|----------------------|
| District Sales Rep:       |             | 251/460-4499 | thudnall@bcbsal.org  |
| District Account Manager: | Will Lyles  | 251/533-6723 | willlyles@bcbsal.org |
| District Service Rep:     | Regina Dean | 251/943-3573 | rdean@bcbsal.org     |

District Office: Mobile County: Baldwin Group IRS ID Number: Legal Plan Year Begins On: 01/01/2023

Blue Cross and Blue Shield of Alabama's Identification Numbers

National Association of Insurance Commissioners **Employer Identification Number** 55433

**Grandfathered Status** 

Employer believes the plans are NOT grandfathered health plans under the Affordable Care Act.

**Financial Updates** 

#### **Independent Dispute Resolution**

Under the No Surprises Act, Employer may be subject to the Independent Dispute Resolution. Parties participating in the Independent Dispute Resolution (IDR) process are subject to an annual administrative fee set periodically by the federal government. Parties participating in the IDR process may also be subject to a fee charged by the IDR entity. The amount of the IDR entity fee will vary based on the entity selected. Administrative fees and IDR entity fees will be assessed when a Group is a party to the IDR process. Additional claims costs awarded by the IDR entity will also be assessed to the Group.

#### Administration Fees

11.10% of paid claims.

In the event of termination of the plan, the retention charged on paid claims during the run-out period will be the same as listed above.

#### **COBRA**

The Employer will determine whether a member is entitled to continue coverage under COBRA and will provide the required notices and COBRA application form to a member who is so entitled.

The Group has elected to have a Third Party Administrator Flores & Associates, to manage these functions.

#### **Pharmacy Changes**

The current vendor for prescription drugs is MedOne Healthcare Systems.

The group will have a combined medical and prescription drug out-of-pocket maximum. Vendor interfacing is required. The interface fee will be \$1.25.

#### Transparency in Coverage

#### Transparency in Coverage Rule

Blue Cross and Blue Shield of Alabama agrees to provide information about the plan's covered items and services in the manner and format required under the Transparency in Coverage Rule, 45 C.F.R. §§ 147.210 to 147.212, including applicable regulatory guidance, for any items and services for which Blue Cross serves as the Claims Administrator. Employer acknowledges that Blue Cross will not provide information on items and services which are not administered by Blue Cross and Blue Shield of Alabama. (TCR)

#### No Surprises Act

#### **Continuity of Care**

The plan(s) is hereby amended to comply with the No Surprises Act continuity of care requirements.

#### Surprise Billing External Review

The plan(s) is hereby amended to comply with the No Surprises Act surprise billing external review requirements.

#### Surprise Billing Coverage

#### **Emergency Services**

The Affordable Care Act and the No Surprises Act require services administered in an emergency department of a hospital or a free-standing emergency department to cover services without prior authorization, without respect to the provider's network status and to apply in-network cost-sharing for such services. The plan must also apply cost-sharing (deductibles, co-payments, coinsurance) that members are required to pay for out-of-network emergency services toward the in-network calendar year deductible and out-of-pocket maximums.

The plan(s) is hereby amended to comply with the Affordable Care Act and the No Surprises Act as set forth in the Benefit Matrix which is incorporated herein by reference.

#### Non-emergency Services Provided by an Out-of-Network Provider at Certain In-Network Facilities

The No Surprises Act requires plans to cover non-emergency services rendered by an out-of-network provider at certain in-network facilities, when the provider has failed to obtain the applicable notice and consent, and apply the in-network cost-sharing for such services. The plan must apply the cost-sharing (deductibles, co-payments, coinsurance) that members are required to pay for such non-emergency services toward the in-network calendar year deductible and out-of-pocket maximums.

The plan(s) is hereby amended to comply with the No Surprises Act as set forth in the Benefit Matrix which is incorporated herein by reference.

#### Air Ambulance Services

The No Surprises Act requires plans to cover out-of-network air ambulance services and apply the in-network cost-sharing for such services. The plan must apply the cost-sharing (deductibles, co-payments, coinsurance) that members are required to pay for such air ambulance services toward the in-network calendar year deductible and out-of-pocket maximums.

The plan(s) is hereby amended to comply with the No Surprises Act as set forth in the Benefit Matrix which is incorporated herein by reference.

#### **Price Comparison Tool**

Add Price Comparison Tool.(PCT)

#### Other Benefit Changes

#### **Ambulance Services**

The Group accepts BCBSAL's Ambulance Services standard, which will require the Out-of-network cost sharing to match the In-network cost sharing. (SBA)

#### **Inter-Plan Programs**

#### Other Blue Plan Value-Based Programs

Employer elects to participate in the Inter-Plan Value-Based Programs.

#### **Special Instructions**

Effective 1-1-2023 - no group initiated changes.

Admin Fee = 11.10% of claims and run-out 11.10% of claims.

Cobra Administration is handled by an outside vendor Flores and Associates.

Airmed = \$1.23 PCPM

Expanded Psychiatric Services: Single = \$8.00 PCPM; Family = \$24.00 PCPM

All other arrangements remain the same.

Riders and codes are for internal use only.

| Customer Signature<br>Authorized Representative | Blue Cross and Blue Shield of Alabama<br>Representative |
|---|---|
| Chairman  |   |
| Title   | Title   |
|   |   |
| Date  | <br>Date  |



# **Agenda Action Form**

File #: 23-0247, Version: 1 Item #: CQ10

Meeting Type: BCC Regular Meeting

**Meeting Date:** 12/5/2022

Item Status: New

From: Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

#### ITEM TITLE

Stop Loss Insurance Renewal - Partners Managing General Underwriters / United States Fire Insurance Company

# STAFF RECOMMENDATION

Approve and authorize the Chairman to execute the Medical Stop Loss Application with United States Fire Insurance Company / Partners Managing General Underwriters for specific and aggregate stop loss insurance to be effective January 1, 2023.

#### **BACKGROUND INFORMATION**

**Background:** Cobbs Allen shopped stop loss insurance for the 2023 plan year and presented the attached firm renewal offer from Partners for Stop Loss Insurance.

Previous Commission action/date: N/A

#### FINANCIAL IMPACT

Total cost of recommendation: \$943,446.00 - budgeted

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**

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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 return signed documents to Personnel

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

#### UNITED STATES FIRE INSURANCE COMPANY

Administrative Office: 5 Christopher Way, Eatontown, NJ 07724

#### **APPLICATION FOR STOP LOSS INSURANCE**

# **Application Instructions:**

- A. Whenever used in this Application, United States Fire Insurance Company shall mean (The Company).
- B. Whenever used in this Application, the term "Applicant" shall mean the insured and all subsidiaries.
- C. Include all requested underwriting information and attachments. Provide a complete response to all questions and attach additional pages if necessary.

| 1. | Full Legal Name of Applicant   | (Plan Sponsor): Balo   | dwin County Con   | nmission                           |                         |  |  |  |
|----|--|------------------------|-------------------|------------------------------------|-------------------------|--|--|--|
|    | Street Address: 312 Courtho  | use Square, Suite 17   |                   |                                    |                         |  |  |  |
|    | City: Bay Minette State: AL Zip: 36507 Telephone: 251-580-1663   |                        |                   |                                    |                         |  |  |  |
|    | Name and Telephone of Primary Contact: Deidra Hanak  |                        |                   |                                    |                         |  |  |  |
|    | Telephone: 251-580-1663  |                        |                   |                                    |                         |  |  |  |
|    | Federal Employer's Tax I.D.  | <b>#</b> :             |                   |                                    |                         |  |  |  |
|    | Type of Entity:  |                        |                   |                                    |                         |  |  |  |
|    | ☐ Corporation ☐ P  | artnership [           | ☐ Proprietorship  | Other                              |                         |  |  |  |
| 2. | Business Type and Description  | on: Legislative Bodies | 3                 |                                    |                         |  |  |  |
| •  |  |                        |                   |                                    |                         |  |  |  |
| 3. | Name and Addresses of Sub  |                        |                   |                                    |                         |  |  |  |
| Na | ame:   | Type of Business:      | Relationship:     | Address<br>(City, State, Zip)      | Number of<br>Employees: |  |  |  |
| N  | 'A   |                        |                   | (Oity, Otate, Zip)                 | Litipioyees.            |  |  |  |
|    |  |                        |                   |                                    |                         |  |  |  |
| _  |  |                        |                   |                                    |                         |  |  |  |
| 4. | Employees and dependents t   | o be covered under t   | he stop loss poli | cy:                                |                         |  |  |  |
|    | 857 Actives  | 4 COBRA                | 66 Retir          | ees0 Not actively a                | at work                 |  |  |  |
|    | Total Employees covered und  | der the Medical Plan:  | 927               |                                    |                         |  |  |  |
| 5. | Name of Administrator: Blue Cross Blue Shield of Alabama   |                        |                   |                                    |                         |  |  |  |
| 6  |  |                        |                   |                                    |                         |  |  |  |
| 6. | Name of Preferred Provider C   | organization: Blue Cr  | oss Blue Shield   | of Alabama                         |                         |  |  |  |
| 7. | 7. Proposed Effective Date of Policy: January 01, 2023   |                        |                   |                                    |                         |  |  |  |
|    | Policy Period Requested:   |                        |                   |                                    |                         |  |  |  |
|    | From January 01, 2023 to J | nuary 01, 2024 both    | days at 12:01 a.r | m. at the principal address of the | insured.                |  |  |  |
| 8. | Full Name of Employee Benefit Plan: Blue Cross Blue Shield of Alabama Group Health Plan  |                        |                   |                                    |                         |  |  |  |

### AGGREGATE STOP LOSS INSURANCE

| 9.  | Aggregate Stop Loss Insurance requested under the Policy   | Yes □ No   |  |  |  |  |  |
|-----|--|--|--|--|--|--|--|
|     | BENEFITS TO BE INCLUDED:   | T Main   |  |  |  |  |  |
|     | ☑ Medical  | ☐ Vision   |  |  |  |  |  |
|     | ☑ Prescription Drug Card   | □ Weekly Income                                    |  |  |  |  |  |
|     | ☐ Prescription Drugs (Major Med)   | □ Other:   |  |  |  |  |  |
|     | ☐ Dental   |  |  |  |  |  |  |
| 10. | Policy Basis/Benefit Period for Aggregate Stop Loss Insural  | nce (check one):                                   |  |  |  |  |  |
|     | □ 12/12 □ 15/12 ⊠ Paid □ 1   | 2/15   |  |  |  |  |  |
|     | Eligible Expenses Incurred From January 01, 2017 through January 01, 2023 through December 31, 2023. | December 31, 2023; and Eligible Expenses Paid from |  |  |  |  |  |
| 11. | Aggregate Stop Loss Premium Rates Per Covered Unit per   | month:   |  |  |  |  |  |
|     | \$ 2.35 Composite  |  |  |  |  |  |  |
|     | Minimum annual aggregate premium:  | \$ 23,527  |  |  |  |  |  |
|     | Monthly Aggregate Accommodation Endorsement:   | Not Included                                       |  |  |  |  |  |
|     | Aggregate Terminal Liability Endorsement:  | Not Included                                       |  |  |  |  |  |
| 12. | Aggregate Monthly Factors:   |  |  |  |  |  |  |
|     | \$ 602.30 Single/Employee only   | \$ 1,691.67 Family (Employee/Spouse/Children)      |  |  |  |  |  |
| 13. | Maximum Aggregate Benefit:   | \$ 1,000,000                                       |  |  |  |  |  |
|     | Minimum Annual Aggregate Attachment Point:   | \$12,700,235                                       |  |  |  |  |  |
|     | Claim Limit Per Covered Person:  | \$ 125,000   |  |  |  |  |  |
|     | Benefit percentage payable:  | 100%   |  |  |  |  |  |
|     | SPECIFIC STOP LOSS   | SINSURANCE   |  |  |  |  |  |
| 14. | Specific Stop Loss Insurance requested under the Policy:   | ⊠ Yes □ No   |  |  |  |  |  |
|     | BENEFITS TO BE INCLUDED:   |  |  |  |  |  |  |
|     | ⊠ Medical  | ☐ Vision   |  |  |  |  |  |
|     | ☑ Prescription Drug Card   | ☐ Weekly Income                                    |  |  |  |  |  |
|     | ☐ Prescription Drugs (Major Med)   | ☐ Other:   |  |  |  |  |  |
|     | □ Dental   |  |  |  |  |  |  |
| 15. | Policy Basis/Benefit Period for Specific Stop Loss Insurance   | e (check one):                                     |  |  |  |  |  |
|     | □ 12/12 □ 15/12 図 Paid □ 1   | 2/15   |  |  |  |  |  |
|     | Eligible Expenses Incurred From January 01, 2017 through January 01, 2023 through December 31, 2023. | December 31, 2023; and Eligible Expenses Paid from |  |  |  |  |  |
| 16. | Specific monthly premium rates:  |  |  |  |  |  |  |
|     | \$ 37.36 Single/Employee only  | \$ 105.89 Family (Employee/Spouse/Children)        |  |  |  |  |  |
|     | Minimum annual specific premium:   | \$ 713,750   |  |  |  |  |  |

17. Specific Deductible per covered  $\boxtimes$  Person  $\square$  Family: \$125,000

Group Aggregating Specific Deductible: \$ 100,000

Maximum Specific Benefit minus the deductible per Covered Person per Policy Year: Unlimited

Benefit percentage payable: 100%

18. Separate Individual Specific Deductible and/or individuals named under an Aggregating-Specific Deductible:

Not applicable

Named Aggregating Specific Deductible: Not applicable

19. Additional options requested and included in premiums stated above:

Specific Advance Funding No New Laser and Limited 50% Rate Cap at Renewal Experience Refund Rider

#### **Special Limitations**

#### 20. Special Limitations:

Specific: Under age 65 Retirees are covered. Client will be eligible to receive an experience refund equal to 20% of net profit. Net profit is calculated as 70 percent of Specific premium (net of commission), minus the sum of all specific claims for the policy period.

Aggregate: Under age 65 Retirees are covered.

It is understood and agreed that as a condition precedent to the approval of the Application that:

- A. THE APPLICANT AGREES AND ACKNOWLEDGES THAT, DEPENDING UPON THE COVERAGE SELECTED AND THE TERMS OF ANY EXPIRING COVERAGE OR COVERAGE THE APPLICANT MAY ELECT IN THE FUTURE, THE APPLICANT MAY EXPERIENCE LOSSES THAT ARE NOT COVERED UNDER THE POLICY, WHEN ISSUED, OR UNDER ANY SUCH PRIOR OR SUBSEQUENT COVERAGE.
- B. Any Stop Loss Insurance resulting from this Application shall be described in and shall be subject to the terms and provisions of the Policy, when issued. Such Policy shall become effective on the date specified in this Application; provided that, including, without limitation: (1) a true and correct Disclosure Statement has been received, (2) the underwriting requirements have been satisfied, (3) the required premiums have been paid, (4) a copy of the executed Plan Document is received and acceptable to the Company pursuant to paragraph C. below, and (5) the Policy has been issued.
- C. Within ninety (90) days from the date of this Application, the Applicant shall furnish to United States Fire Insurance Company (the Company), for its approval, a copy of the executed employee benefit plan (the Plan Document) describing the benefits provided by the Plan. No Policy will be released nor claim reimbursed until such time as an acceptable Plan Document is received and accepted by the Company. If in the sole judgment of the Company there is a material variance between the provisions of the Plan Document received by the Company, and the Plan provision upon which the terms and rates of the aggregate and specific excess coverage were based, the Company may, at its option, notify the Applicant of such variances and decline to release the Policy until such time as an amended Plan Document is received and accepted and, in the event such amended Plan Document is not received and accepted by the Company within thirty (30) days of such notice, all premium will be refunded and coverage will automatically be null and void retroactive to the proposed effective date.
- D. The Applicant will provide or employ supervision and claim administration facilities acceptable to the Company to administer the Plan Document and to process and pay claims according to the Plan Document.
- E. Initial premium deposit equal to first month's premium is enclosed to apply to the first payment under the Policy, if issued, subject to the requirements below. If the application is not accepted, the deposit will be returned. The receipt by the Company of the initial premium deposit and the deposit of any check drawn in connection with this Application shall not constitute an acceptance of liability. In the event that the Company does not approve this Application, its sole obligation shall be to refund the deposit to the Applicant.

- F. The Applicant represents that the statements and declarations made in this Application, the Disclosure Statement, and in the Plan Document referred to in this Application are true and complete and the Policy, when issued, will be issued in reliance upon the truth and completeness of such statements and declarations. The Disclosure Statement, this Application and the Plan shall form a part of the Policy, and the Policy shall constitute all agreements existing between the Applicant and the Company, or any of their respective agents, relating to this Stop Loss Insurance for which this application is being made.
- G. This policy includes a binding arbitration agreement. The arbitration agreement requires that any disagreement related to this policy must be resolved by arbitration and not in a court of law. The results of the arbitration are final and binding on the insured and the insurance company. In an arbitration, an arbitrator, who is an independent, neutral party, gives a decision after hearing the positions of the parties. When the insured accepts the insurance policy the insured agrees to resolve any disagreement related to the policy by binding arbitration instead of a trial in court including a trial by jury. Arbitration takes the place of resolving disputes by a judge and jury and the decision of the arbitrator cannot be reviewed in court by a judge and jury.
- H. Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

| Charles Crube   | · ·                                   |  |
|---|---------------------------------------|--|
| Applicant's Executive Officer (print): Charles Grube      | · · · · · · · · · · · · · · · · · · · |  |
| <sub>Title:</sub> Chairman                                |                                       |  |
|   |                                       |  |
| Signature:  |                                       |  |
|   |                                       |  |
| Date:   |                                       |  |
| Insurance Agency: Cobbs Allen & Hall, Inc.                |                                       |  |
| Insurance Agency Taxpayer ID or SSN:                      |                                       |  |
|   |                                       |  |
| Licensed Agent's Name (print): William H. Hartsfield, Jr. |                                       |  |
| Title: Executive Vice President                           |                                       |  |
| Agent License No. 245471                                  |                                       |  |
| Signature:  |                                       |  |
| Siulialule.   |                                       |  |



# **Agenda Action Form**

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 12/5/2022

Item Status: New

From: Matthew Brown, Planning Director

Submitted by: DJ Hart, Planning Technician III

#### **ITEM TITLE**

Amendments to the Baldwin County Subdivision Regulations

#### STAFF RECOMMENDATION

Adopt Resolution #2023-027 which:

- 1) Amends the Baldwin County Subdivision Regulations with the amendments as set forth in Exhibit "A" attached thereto; and
- 2) Provides that said amended Baldwin County Subdivision Regulations, as set forth in Exhibit "A" attached thereto shall become effective December 5, 2022; and
- 3) Provides that the Chairman of the Baldwin County Commission is hereby authorized to certify on behalf of the Baldwin County Commission to the Judge of Probate of Baldwin County, Alabama, said amended Baldwin County Subdivision Regulations.

#### **BACKGROUND INFORMATION**

**Background:** Planning and Zoning staff has prepared a series of amendments to the text of the Baldwin County Subdivision Regulations. This agenda item is to consider these amendments and hold a public hearing, giving the public an opportunity to speak on the proposed changes. These amendments address the following topic:

Exempt Subdivision Changes (changes to the family division)

The amendment procedures and advertising requirements are found at section 12.1 of the Subdivision Regulations:

Any proposed amendment of these Subdivision Regulations shall be subject to a public hearing. Notice of said public hearing shall be published once a week for three consecutive weeks in a newspaper of general circulation in Baldwin County, with the first notice being published not less than eighteen (18) days prior to the date of the public hearing. In addition, a notice shall be published at least five days prior to the date of the public hearing in the regular section of the newspaper which shall be in the form of at least one quarter page

advertisement.

**Previous Commission action/date:** September 21, 2021 - The BCC last amended Subdivision Regulations pursuant to the adoption of Resolution #2021-130.

### FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

## **LEGAL IMPACT**

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

Reviewed/approved by: County Attorney on 11/03/2022

**Additional comments:** The proposed amendment is needed to comply with an interpretation by the Alabama Attorney General.

#### **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: Admin and Planning and Zoning Staff

Action required (list contact persons/addresses if documents are to be mailed or emailed): Administration Staff have Resolution with exhibits signed and recorded. Planning and Zoning Department will update County website and publish revised copies of the Subdivision Regulations.

# STATE OF ALABAMA COUNTY OF BALDWIN

#### *RESOLUTION #2023-027*

#### AMENDING THE BALDWIN COUNTY SUBDIVISION REGULATIONS

WHEREAS, for the purpose of providing for public health, safety and general welfare, and consistent with Section 11-24-1, et. Seq., <u>Code of Alabama</u> (1975) and Section 45-2-260.01 <u>Code of Alabama</u> (1975), without limitation, the Baldwin County Commission desires, at this time, to amend the Baldwin County Subdivision Regulations; and

WHEREAS, the regulation of subdivisions is a valid exercise of police power delegated by the Alabama Legislature to the Baldwin County Commission; and

WHEREAS, further in order to amend said Baldwin County Subdivision Regulations, the Baldwin County Commission complied with Article 12 of said Baldwin County Subdivision Regulations and Section 45-2-261, et. seq., <u>Code of Alabama</u> (1975); and

WHEREAS, the Baldwin County Commission held a public hearing at its December 5, 2022, regular meeting with the required public notice of said public hearing given in a newspaper of general circulation in the time prescribed in Article 12 of the Baldwin County Subdivision Regulations and Section 45-2-261, et. seq., <u>Code of Alabama</u> (1975) a copy of said public notice attached as Exhibit "B" hereto; now therefore

BE IT RESOLVED BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, that to provide for the public health, safety and general welfare, and consistent with Section 11-24-1, et. seq., <u>Code of Alabama</u> (1975) and Section 45-2-261, et. seq., <u>Code of Alabama</u> (1975), without limitation, and, furthermore, in compliance with Article 12 of the current Baldwin County Subdivision Regulations, we hereby amend the Baldwin County Subdivision Regulations are hereby amended to read as set forth in Exhibit "A" attached hereto.

FURTHER BE IT RESOLVED, that said amended Baldwin County Subdivision Regulations, as set forth in Exhibit "A" attached hereto, shall become immediately effective upon adoption on December 5, 2022.

| FURTHER BE IT RESOLVED that the Chairman of the Baldwin County Commission is                      |
|---|
| hereby authorized to certify, on behalf of the Baldwin County Commission, to the Judge of Probate |
| of Baldwin County, Alabama, said amended Baldwin County Subdivision Regulations.                  |

| DONE, under    | the Seal | of Baldwin | County, | Alabama, | as | affixed | on th | is the | 5 <sup>th</sup> | day o | ρf |
|----------------|----------|------------|---------|----------|----|---------|-------|--------|-----------------|-------|----|
| December 2022. |          |            | _       |          |    |         |       |        |                 | -     |    |

|   | Commissioner Charles F. Gruber, Chairman |
|---|--|
|   | <b>Baldwin County Commission</b>         |
|   |  |
|   |  |
| ATTEST:                                   |  |
|   |  |
|   |  |
| Ronald J. Cink                            |  |
| Budget Director/Interim County Administra | tor                                      |

*Development.* Includes, but is not limited to, the design work of lot layout, the construction of drainage structures, the construction of buildings and public use areas, the planning and construction of public streets and public roads, and the placement of public utilities.

*Preliminary Plat.* The plat which, when approved by the Planning Commission, shall be the "permit to develop" pursuant to § 11-24-2 of the Code of Alabama (1975) and the enabling legislation referenced in Section 2.1 of these regulations.

Differential runoff. The difference in rate of storm water runoff from a parcel or project in its existing condition and its developed condition.

Discharge Hydrograph. A graph showing the rate of flow (discharge) of water with respect to time.

Double frontage lot. (See Lot, through).

*Dwelling*. A building or portion thereof used exclusively for residential purposes, including single-family, two-family, and multiple-family dwellings, but not including hotels, boarding houses, rooming houses, lodging houses or dormitories.

*Easement.* A grant by a property owner of the use of land for a specified purpose or purposes by the general public or a corporation, or person(s); or as created by operation of law.

Engineering plan. A post-construction record giving details of construction and locations of improvements and utilities as they were built or installed.

Expressway. (See Baldwin County Design Standards for New Road Construction).

Family division. A division in accordance with the Code of Alabama 1975, Chapter 11-24-2(d) among the following designated legally related immediate family members: An owner's spouse, parent, child, and/or sibling. A stepchild or adopted child of an owner, is also the owner's immediate family member. spouse, children, siblings, parents, grandparents, grandchildren, or step-related individuals of the same status.

*Final Plat.* A plat of a tract of land which meets the requirements of these regulations and is in proper form for recording in the Office of the Probate Judge of Baldwin County, Alabama.

Flood insurance rate map (FIRM). An official map of a community on which the Federal Emergency Management Agency has delineated both the areas of special flood hazard and the risk premium zones applicable to a community.

*Floodplain.* Those areas defined by the U.S. Geological Survey or the U.S. Army Corps of Engineers as subject to flooding once in 100 years, based on topography.

Flood Prone Area. Those areas within the boundaries of the most recent Flood Insurance Rate Map (FIRM) established by FEMA as a Special Flood Hazard Area (100-year flood).

*Floodway*. The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface more than a designated height. For the purpose of these regulations, floodways shall be defined as the floodways as designated in the Flood Insurance Rate Map (FIRM) for Baldwin County, Alabama.

(a) (a) in accordance with and subject to the provisions of *Alabama Code* § 11-24-2 (1975), as amended, the sale, deed, or transfer of land (including transfers made pursuant to a will or the laws of intestate succession) by the owner to a person or persons, all of whom are members of the owner's immediate family, which shall include an owner's spouse, parent, child, and/or sibling. A stepchild or adopted child of an owner<sub>3</sub> is also the owner's immediate family member.

Each parcel which is subdivided pursuant to this subparagraph (a) shall have its own ingress/egress and utility access or easement that runs with the land of not less than 30 feet in width. An exemption under this paragraph shall not apply to a proposed subdivision or resubdivision that will result in a "Major Change" to an approved and recorded Final Plat or Final Site Plan.

Prior to creating a family subdivision within the unincorporated areas of Baldwin County, that are subject to Baldwin County's Subdivision Regulations, a landowner must apply for an Exempt Subdivision Verification Letter from the Planning and Zoning Department. The Planning Director or his/her designee shall not issue an Exempt Subdivision Verification Letter without first requiring the following documents to verify that each proposed grantee is an immediate family member:

- 1. An affidavit executed by each proposed grantee certifying their relationship as an immediate family member to the owner/grantor, and
- 1. A copy of a birth certificate or equivalent document verifying the family relationship between the grantee and the grantor;
- (b) The public acquisition by gift or purchase of strips or parcels of land for the widening or opening of streets or for other public uses;
- (c) A "one-time" split of a single parcel into two resultant parcels, if, and only if, the parcel existed and has not been divided since February 1, 1984. Sufficient documentation of property status as of February 1, 1984 must be submitted along with request for exemption. Each resulting parcel shall meet the minimum lot size and width requirements of Section 5.4(a). The owner of each parcel approved as exempt under this subparagraph shall be required to submit, as a condition to such approval, a copy of the deed to the property as it was titled on February 1, 1984, together with an affidavit executed by such owner attesting, under oath, that the parcel which is sought to be divided has not been subdivided at any time since February 1, 1984. Any applicant receiving an exempt subdivision approval pursuant to this subparagraph acknowledges that any further subdivision of the divided parcel or the master parcel from which the subdivided parcel was divided shall not be permitted except in compliance with these regulations. An exemption under this paragraph shall not apply to a proposed subdivision or resubdivision that will result in a "Major Change" to an approved and recorded Final Plat or Final Site Plan;
- (d) The relocation of a common property line between two parcels where no new parcels are created. The revised parcels shall meet the minimum lot size and width requirements of Section 5.4(a). An exemption under this paragraph shall not apply to the proposed relocation of a common lot line if the relocation will result in a "Major Change" to an approved and recorded Final Plat or Final Site Plan;
- (e) The division of a single parcel into two resultant parcels if each resulting parcel is equal to or greater than thirty-five (35) acres in size. An exemption under this paragraph shall not apply to a proposed subdivision or resubdivision that will result in a "Major Change" to an approved and recorded Final Plat or Final Site Plan;

The owner of each parcel approved as exempt under this Section 4.2 shall be required to submit, as a condition to such approval, an affidavit executed by such owner attesting, under oath, that there exist no restrictive covenants of record in the Office of the Judge of Probate of Baldwin County, Alabama which would prohibit the subdivision of the parcel for which an exemption is sought pursuant to this subparagraph. In the event a parcel is approved as exempt under this subparagraph, and it is later determined that such subdivision was prohibited by valid restrictive covenants recorded as of the date of such approval, the County Engineer, the Planning Director, or their designees, shall have the authority to revoke such exempt subdivision approval and to assess the cost of such approval and revocation on the party who executed the affidavit required hereby.

In the case of an exemption involving a lot or lots which are included within a previously recorded subdivision plat, a resubdivision and a new plat will be required to reflect the resubdivision of the lots, and such new plat shall be recorded in the Office of the Judge of Probate of Baldwin County. The new plat reflecting the resubdivision of such lot or lots shall contain the following dedication and certificates (see Appendix 1 for sample certificates):

- 1. Licensed Surveyor's Certificate and Description of Land Platted;
- 2. A Notarized Owner's Dedication;
- 3. A Certificate of Approval by the Subdivision Property Owner's Association (if applicable);
- 4. A Certificate of Approval by the County Engineer of Baldwin County;
- 5. A Certificate of Approval by the Baldwin County Planning Director.

The above certificates shall be lettered or typed on the Final Plat in such a manner as to ensure that said certificates will be legible on any copies made therefrom. Additional certificates may be required if the subdivision lies within the planning jurisdiction of a municipality.

Any subdivider who is circumventing the intent and substance of these Regulations shall be required to submit a plat for review and approval by the Baldwin County Planning and Zoning commission nor pay any of the requirements of other applicable regulations including but not limited to state law, zoning ordinance, Health Department requirements or highway construction setbacks. Any subdivider who is circumventing the intent and substance of these Regulations shall be required to submit a plat for review and approval by the Baldwin County Planning and Zoning Commission and shall be subject to the penalties under *Section 13.3: Enforcement* of these Regulations.

An Exempt Subdivision Verification Letter does not create a subdivision. The letter only certifies the proposed division is exempt on the date the letter is issued. Transfers to approved recipients must be evidenced by recording an appropriate deed in the records of the Judge of Probate of Baldwin County, Alabama, within thirty (30) days of issuance of the Exempt Subdivision Verification Letter to create the proposed exempt subdivision. If the owner fails to record such deeds within 30 days, the Exempt Subdivision Verification Letter is no longer valid, and the exempt division will no longer be exempt. Additionally, if regulations impacting the property change prior to the owner recording such deeds, the proposed exempt subdivision may no longer be exempt.

#### § 4.3 Municipal Planning Jurisdictions

These Subdivision Regulations shall apply to any subdivision lying within the planning jurisdiction of a municipality planning commission unless the Baldwin County Commission has entered into a planning jurisdiction agreement under Alabama Code §11-52-30, the terms and conditions of which provide that

# Planning and Zoning Department

## Memo

To: Anu Gary

From: DJ Hart

Date: 11/23/2022

Re: STA-22001, Text Amendments to the Baldwin County Subdivision Regulations

Proof of Advertisement for the Baldwin County Commission Public Hearing on 12/5/2022

#### Anu:

Attached is the original Proof of Publication for the Baldwin County Commission public hearing for case STA-22001, Text Amendments to the Baldwin County Subdivision Regulations

The County Commission public hearing is scheduled for Monday, December 5, 2022

Please let me know if you have any questions.

Thank You,

**DJ Hart** 

## GULF CSAST MEDIA

PO Box 1677 • Sumter, SC 29150 GulfCoastMedia.com

The Courier, The Islander
The Onlooker & The Baldwin Times
Office: 251-943-2151 • Legals: 251-345-6805

## PROOF OF PUBLICATION STATE OF ALABAMA • BALDWIN COUNTY

Before me, the undersigned authority in and for said County, in said State, personally appeared April M. Perry who, by me duly sworn, deposes and says that: she is the Legal Representative of the following newspaper listed below, a newspaper of GENERAL CIRCULATION, PUBLISHED and PRINTED in Baldwin County, Alabama, and that there was published in The Courier, The Islander, The Onlooker, & or The Baldwin Times in the issue/s of:

11/09/2022, 11/16/2022, 11/23/2022

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 on attorney.

April M. Perry, Legal Ad Representative

Amber Kimbler, Notary Public Baldwin County, Alabama

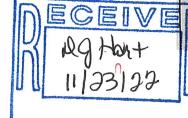
My commission expires April 11, 2026



AMBER KIMBLER My Commission Expires April 11, 2026

Sworn and subscribed to on 11/23/2022.

BC PLANNING & ZONING- LEGAL Acct#: 983695 Ad#: 340605 Subdivision Hearing Amount of Ad: \$395.78 Legal File# Sub. Hearing



NOTICE OF PUBLIC HEARING

AMENDMENTS TO BALDWIN COUNTY SUBDIVISION REGULATIONS

NOTICE IS HEREBY GIVEN that the Baldwin County Commission, during its December 5, 2022, regular meeting, will consider approving amendments to the Baldwin County Subdivision Regulations after a Public Hearing, pursuant to Article 12 of the Baldwin County Subdivision Regulations. The December 5, 2022, regular meeting of the **Baldwin County Commission will** be held in the County Commission Chambers at the Baldwin County Administration Building located at 322 Courthouse Square in Bay Minette, Alabama. The Baldwin County Commission meeting begins at 10:00 a.m. If you wish to be heard in opposition to or in favor of the proposed amendments during the Public Hearing, please be in attendance by 10:00 a.m.

The Baldwin County Commission will consider proposed amendments to the Baldwin County Subdivision Regulations. Copies of the proposed amendments are available for viewing at the following locations:

- 1. Baldwin County Highway Department, 3rd, Floor, Baldwin County Central Annex II Building, 22070 State Highway 59, Robertsdale, Alabama,
- 2. Baldwin County Commission Office, Baldwin County Administration Building, 322 Courthouse Square, Bay Minette, Alabama,
- 3. Baldwin County Commission Office, Fairhope Satellite Courthouse, 1100 Fairhope Avenue, Fairhope, Alabama,
- 4. Baldwin County Commission Office, Baldwin County Central Annex Building, 22251 Palmer Street, Robertsdale, Alabama,
- 5. Baldwin County Planning and Zoning Department, Baldwin County Central Annex Building, 22251 Palmer Street, Robertsdale, Alabama.
- Baldwin County Commission Office, Foley Satellite Courthouse, 201 East Section Avenue, Foley, Alabama,
- 7. Baldwin County Planning and Zoning Department, Foley Satellite Courthouse, 201 East Section Avenue, Foley, Alabama; and

Budwin County Courthouse, Courthouse Square, Bay nette, Alabama 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 Cink, Interim County Administrator, at (251) 580-2550 or rcink@baldwincountyal.gov.

If you have any questions, please contact the Baldwin County Planning and Zoning Department at (251) 580-1655.

November 9-16-23, 2022

## GULF COAST MEDIA

| 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):  |
| November 14, 2022   |
| Account #987101 PO#   |
| cost \$ 496.13 Ad # 28/1801   |
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| Lethany, Summer li  |
| Bethany Summerlin   |
| Sales Representative  |
| Balduin Christy Planning  |
|   |
| Mail payments to:   |
| Gulf Coast Media PO Box 1677- Sumter, SC 29151                                  |
|   |
| Sworn to and subscribe before me  |
| This Moth day of November, 20 22  |
| amber Kimble  |
| Amber Kimbler   |
| Notary Public for Alabama   |
| My commission expires on April 11, 2026   |

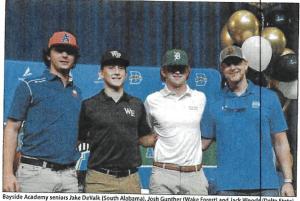
AMBER KIMBLER
My Commission Expires
April 11, 2026



WEDNESDAY, NOVEMBER 16, 2022



Josh Gunther was one of three baseball signees honored at Bayside Academy's Nov. 9 ceremony as part of National Signing Day. Gunther will head to North Carolina to Join the Wake Forest Demon Deacons.



Bayside Academy seniors Jake DeValk (South Alabama), Josh Gunther (Wake Forest) and Jack Woods (Delta State were joined by Admiral head baseball coach Matt Limbaugh in celebrating National Signing Day Wednesday, Nor. 9, at the high school.

#### Bayside Academy baseball trio signs with college teams on National Signing Day Josh Gunther is heading to

BY COLE MCNANNA

A trio of baseball players from Bayside Academy signed with their future college teams during a ceremony at the high school Nov. 9 as part of National Signing Day. Jake DeValk will stay in

state and head to South Alabama to become a Jaguar, North Carolina to join the Wake Forest Demon Dea-cons and Jack Woods inked s commitment to the Delta State Statesman and will take his talents to Mis-

sissippi.
Those three athletes helped their squad to the Class 3A state quarterfi-nals last season after a state runner-up campaign in 2021. They also extended the Admiral baseball squad's playoff streak to 18 consecutive seasons. Because of those top fin-

ishes, Bayside Academy was promoted to Class 4A for the 2022 season after the Alabama High School Athletic Association's Competitive Balance Factor. This season, the Admirals will square off with Orange Beach, St. Michael Catholic and UMS-Wright to fight

for the top spot in Area 1. DeValk, listed as a 6' 4", 210-pound pitcher and third baseman, earned a Perfect Game grade of 9 which is reserved for the highest-level college prospect.

He was named to the

all-tournament team from March's high school show-down at the Hoover Met, then over the summer competed in the PG 17U National Elite Championship and the WWBA 17U National Championship. DeValk registered a top fastball and infield velocity of 91 mph at separate events in June

Similarly, Gunther - a 6', 200-pound pitcher, first, second and third baseman

- has also earned a Perfect Game grade of 9 after he participated in the same two national championships this past summer. He was named to the all-tournament team for the WWBA 17U tourna-ment where his fastball re-corded a personal-best 91 mph.

Woods is listed as a 6' 2". 185-pound outfielder with a top exit velocity of 89 mph, hand speed of 24.6 mpg, bat speed of 72.5 mph and a 60yard dash time of 7.29 see onds according to Prep Base-onds according to Prep Base-ball Report. At this summer at PBR's Alabama All-State Games, he added an outfield velocity of 78 mph, a top speed of 19.2 mph and a jump power of 1,555.

The Bayside trio also earned slots on all three Baldwin County All-Star teams as awarded by the Mobile Baseball Connection. DeValk was one of three Admirals on the first team, Gunther

was a second-team repre-sentative, and Woods was named to the third team. Gunther also represent-ed Bayside Academy at the AHSAA North-South All-Star game over the summer where he started Game 2 on the mound and pitched two-plus innings and allowed five hits, two runs, one earned run and struck out three batters.

#### NOTICE OF PUBLIC HEARING

The City Council of the City of Robertsdale will conduct a public hearing on Monday, November 21, 2022, at 8:00 a.m. at Robertsdale City Hall, to consider the following amendment to the Zoning Ordinance and map of the City of Robertsdale.

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 zone the following described property:

FROM B-2 & R-1 to PUD: Tract 3, according to the final subdivision plat for Carpenter, Vaughn, Overstreet Property, said plat being recorded in Slide 2494-C, as recorded in the Probate Office of Baldwin County, Alabama. Land more particularly described as follows:

Land mere particularly described as follows: Begin at the Southeast corner of Tract 3, Carpenter, Vaughin, Overstreel Property, as shown in map or plat thereof recorded in Slide 2494-C, Probate records, Baldwin County, Alabama; thence run South 89°56°59° West, a distance of 486.49 feet; thence run North 00°11′55° East, a distance of 1293.48 feet; thence run North 89°39°12° East, a distance of 473-96 feet; thence run North 89°46′18° East, a distance of 275.44feet; thence run South 00°11′16° West, a distance of 587.79 feet; thence run South 89°56′99° West, a distance of 263.00 feet; thence run South 00°11′55° West, a distance of 709.00 feet to the Point of Redmining. the Point of Beginning.

Tract contains 18.00 acres, more or less, and lies in Section 07, Township 6 South, Range 4 East, Baldwin County, Alabama

Commencing at the purported Southwest corner of the South half of the Southwest Quarter of Section 7, Township 7 South, Range 4 East, Baldwin County, Alabama; thence run NOO\*17\*14\*E, along the West line of the Southwest Quarter of said Section 7, a distance of 40.0 Oe feet, more or less, to a point; thence run NS9\*56\*59\*E, a distance of 40.0 feet to a 5/8\* capped rebar on the East right-of-way of County Road 65 for the Point of Beginning; thence run NOO\*17\*14\*E, along said East right-of-way, a distance of 890.88 feet to a 1/2\* capped rebar; thence run S89\*46\*O7\*E, departing said East right-of-way, a distance of 165.20 feet to a 1/2\* capped rebar; thence run NS9\*39\*12\*E, a distance of 659.75 feet to a 5/8\* capped rebar at the Northwest corner of Tract 3, Carpenter, Vauglin, Oversteet Property, as shown in map or plat there of recorded in Slide 2494-C, Probate Records, Baldwin County, Alabama; thence run S0O\*1155\*W, along the West line of said Tract 3, a distance of 1293.48 feet to a point on the North right-of-way, a distance of 424.87 feet to a point being the Southeast corner of a parcel previously conveyed and recorded in Instrument #1904720, Probate Records, Baldwin County, Alabama; thence run NOO\*00\*26\*W, along the Satchine of said parcel, a distance of 400.00 feet; thence run S89\*36\*59\*W, along the North line of said parcel, a distance of 400.00 feet to the Foint of Beginning.

Tract cantains 20.81 acres, more or less, and lies in Section 07, Township 6 South, Range

Fract contains 20.81 acres, more or less, and lies in Section 07, Township 6 South, Range 4 East, Baldwin County, Alabama.

Be it further ordained that the official Zoning Map, as amended, be further amended to reflect this change

The purpose of the hearing is to gain information prior to making a final decision concerning this rezoning. The request for rezoning is from Cathy Barnette with Dewberry, on behalf of Shirley Carpenter and Tony Overstreef for the property located on the north side of County-Road 48-approximately 1,300 feet west of Highway 59,

During the hearing interested persons will be given an opportunity to make comments concerning the proposed rezoning. Written comments should be addressed to: Shannon J. Burkett, City Clerk, P.O. Box 429, Robertsdale AL 36567.

CHARLES H. MURPHY, MAYOR CITY OF ROBERTSDALE

#### NOTICE OF PUBLIC HEARING

#### AMENDMENTS TO BALDWIN COUNTY SUBDIVISION

NOTICE IS HEREBY GIVEN that the Baldwin County Commission, during its December 5, 2022, regular meeting, will consider approving amendments to the Baldwin County Subdivision Regulations after a Public Hearing, pursuant to Article 12 of the Baldwin County Subdivision Regulations. The December 5, 2022, regular meeting of the Baldwin County Commission will be held in the County Commission Chambers at the Baldwin County Administration Building located at 322 Courthouse Square in Bay Minette, Alabama. The Baldwin County Commission meeting begins at 10:00 a.m. If you wish to be heard in opposition to or in favor of the proposed amendments during the Public Hearing, please be in attendance by 10:00 a.m.

The Baldwin County Commission will consider proposed amendments to the Baldwin County Subdivision Regulations. Copies of the proposed amendments are available for viewing at the following

- Baldwin County Highway Department, 3rd, Floor, Baldwin County Central Annex II Building, 22070 State Highway 59, Robertsdale, Alabama,
- Baldwin County Commission Office, Baldwin County Administration Building, 322 Courthouse Square, Bay Minette, Alabama
- Baldwin County Commission Office, Fairhope Satellite Courthouse, 1100 Fairhone ie, Fairhope, Alabama.
- 4. Baldwin County Commission Office, Baldwin County Central Annex 22251 Palmer Street, Robertsdale, Alabama,
- 5. Baldwin County Planning and Zoning Department, Baldwin County Central 22251 Palmer Street, Robertsdale, Alabama
- Baldwin County Commission Office, Foley Satellite Courthouse, 201 East Avenue, Foley, Alabama
- Baldwin County Planning and Zoning Department, Foley Satellite East Section Avenue, Foley, Alabama; and
- Baldwin County Courthouse, 312 Courthouse Square, Bay Minette, Alah.

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 Cink, Interim County Administrator, at (251) 580-2550 or reink@baldwincountyal.gov.

If you have any questions, please contact the Baldwin County Planning Zoning Department at (251) 580-1655.



2007-010

## STATE OF ALABAMA OFFICE OF THE ATTORNEY GENERAL

TROY KING

November 1, 2006

ALABAMA STATE HOUSE 11 SOUTH UNION STREET MONTGOMERY, AL 36130 (334) 242-7300 WWW.AGO.STATE.AL.US

Honorable Jay M. Ross Attorney, Mobile County Commission 205 Government Street Mobile, Alabama 36604-1001

Subdivisions - Counties - Maps

The term "immediate family member," as used in section 11-24-2(d) of the Code of Alabama, includes a person's spouse, parent, child, and sibling. A stepchild and adopted child is an immediate family member.

Dear Mr. Ross:

This opinion of the Attorney General is issued in response to your request on behalf of the Mobile County Commission.

#### QUESTION

Who is an "immediate family member" under section 11-24-2(d) of the Code of Alabama?

#### FACTS AND ANALYSIS

Sections 11-24-1 through 11-24-3 of the Code of Alabama govern the regulation of subdivisions situated outside a municipality in the county. ALA. CODE §§ 11-24-1 to 11-24-3 (Supp. 2006). Section 11-24-2(a) requires the owner or developer of a proposed subdivision to submit a plat of the subdivision to the county for approval. This Office recently explained that section 11-24-2(d) provides an exemption from this requirement for a subdivision that is part of a real estate transaction

between the owner of the property and an "immediate family member" such as a spouse. Opinion to Honorable Jimmy F. Carnes, Attorney, Marshall County Commission, dated April 13, 2006, A.G. No. 2006-082. You question what other persons are immediate family members in addition to a spouse. Your request states that the Mobile County Commission has received requests for exemptions from parents, grandparents, step-grandparents, aunts, uncles, and stepparents.

The term "immediate family" is not defined by sections 11-24-1 through 11-24-3. This Office has construed that term under section 15-18-83(a)(8) of the Code of Alabama governing who may be present at an execution. Opinion to Honorable Joe S. Hopper, Commissioner, Department of Corrections, dated June 3, 1997, A.G. No. 97-00196. Words used in a statute must be given their natural, plain, ordinary, and commonly understood meaning. Martin v. State Dept. of Mental Health and Mental Retardation, 814 So. 2d 290 (Ala. 2001). The Hopper opinion turned to the Sixth Edition of Black's Law Dictionary, concluding that the victim's spouse, parents, children, siblings, and the spouses of each were "immediate family." Hopper at 2-3. That edition, however, did not include "immediate family" as a separate category under the general definition of "family." BLACK'S LAW DICTIONARY 604 (6th ed. 1990).

The current edition of Black's Law Dictionary specifically defines "immediate family" as "[a] person's parents, spouse, children, and siblings." BLACK'S LAW DICTIONARY 638 (8<sup>th</sup> ed. 2004). It further provides that "[s]tepchildren and adopted children are usu. immediate family members" and that "[f]or some purposes, such as taxes, a person's immediate family may also include the spouses of children and siblings." Id. (emphasis added). Although the Hopper opinion included the spouses of children and siblings in the definition of immediate family, it interpreted the term liberally based on the intent of the Legislature to expand the rights of victims in enacting section 15-18-83(a)(8). No such considerations are present with regard to section 11-24-2(d).

#### CONCLUSION

The term "immediate family member," as used in section 11-24-2(d) of the Code of Alabama, includes a person's spouse, parent, child, and sibling. A stepchild and adopted child is an immediate family member.

Honorable Jay M. Ross Page 3

I hope this opinion answers your question. If this Office can be of further assistance, please contact Ward Beeson of my staff.

Sincerely,

TROY KING Attorney General By:

BRENDA F. SMITH
Chief, Opinions Division

Brenda & Smith

TK/GWB 184710/97958



## **Baldwin County Commission**

#### Agenda Action Form

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 12/5/2022

Item Status: New

From: Ronald J. Cink, Budget Director/Interim County Administrator; Anu Gary Administrative

Services Manager

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

#### **ITEM TITLE**

Ono Island Water, Sewer & Fire Protection Authority - Board Appointment(s)

#### STAFF RECOMMENDATION

<u>Action Item with discussion necessary</u> - Commission must select only one candidate to be appointed.

Related to the Ono Island Water, Sewer & Fire Protection Authority, take the following actions:

- 1) Accept the resignation of Kevin E. Sloan (place seat #5) effective September 23, 2022, and thank Mr. Sloan for his prior civic service on the board; and
- 2) Appoint one of the following four individuals to fill the place seat and unexpired term of Kevin E. Sloan for a pro-rata reduced six (6) year term, said term to commence December 5, 2022, and expire March 1, 2027:

#### (SELECT ONLY ONE CANDIDATE)

Mark Corn Theron IV Mashburn Craig Vinson Jonathan Whitcomb

#### BACKGROUND INFORMATION

Previous Commission action/date: February 2, 2021 - Last BCC appointment to board.

**Background:** Ms. Shannon Harrison, Ono Island POA Administrator, will be in attendance at the December 5, 2022, work session to discuss the request.

Staff received email correspondence on September 23, 2022, from Ms. Harrison, Ono Island

Property Owners Association (POA) Administrator and Assistant Business Manager, informing the Commission of a vacancy due to Mr. Kevin Sloan no longer being an eligible member of the Authority following the sale of his property on Ono Island.

Staff received an additional email on October 13, 2022, with the names and resumes of four candidates for the Commission's consideration along with verification that each candidate meets the qualifications to be appointed to the Authority.

#### **GENERAL BOARD INFORMATION:**

Established in 1993, the Ono Island Water, Sewer and Fire Protection Authority is a public corporation and is statutorily governed by §11-88-1, <u>Code of Alabama</u> 1975. The term of each member of the Board of Directors is six (6) years.

Originally established as a three-member Board, at the November 17, 2015, Baldwin County Commission meeting, the Baldwin County Commission, pursuant to Section §11-88-5(d), Code of Alabama 1975, adopted Resolution #2016-022 which approved the Application of the Ono Island Water, Sewer and Fire Protection Authority for approval of an Amendment to its Certificate of Incorporation to increase its number of Directors from three (3) to five (5). At the March 3, 2016, Baldwin County Commission meeting, the Commission appointed two (2) new members to the Board of Directors of the Ono Island Water, Sewer and Fire Protection Authority.

The required qualifications for citizens to be appointed to the Authority as set forth in §11-88-6, <u>Code</u> of Alabama 1975 are:

- 1) Be a duly qualified elector (i.e. registered voter) in Baldwin County
- 2) Be a resident of that part of the service area of the Authority
- 3) Be an owner of real property in that part of the service area of the Authority
- 4) Cannot be an officer of the state, county or municipality during tenure of office

All regular appointments, and appointments of vacancies, to the Ono Island Water, Sewer and Fire Protection Authority are made by the Baldwin County Commission. Pursuant to §11-88-6(d), <u>Code of Alabama</u> 1975, each election of a director, whether for a full six-year term or to complete an unexpired term, shall be made no earlier than 30 days prior to the date on which such director is to take office as such (i.e. the County Commission cannot make appointments thirty-one (31) days or more in advance).

#### 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**

Baldwin County Commission Page 2 of 4 Printed on 11/29/2022

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

N/A

Reviewed/approved by: N/A

Additional comments: N/A

#### **ADVERTISING REQUIREMENTS**

Is advertising required for this recommendation? N/A

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

#### FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration

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

Administration - Send Correspondence to:

Thank you letter to:

Mr. Kevin E. Sloan 30147 Ono Boulevard Orange Beach, Alabama 36561

Appointment letter to the candidate selected:

Mr. Mark J. Corn 32675 Sandpiper Drive Orange Beach, Alabama 36561

Mr. Theron IV Mashburn 30730 River Road Orange Beach, Alabama 36561

Mr. Craig O. Vinson 31922 Shoalwater Drive Orange Beach, Alabama 36561

Mr. Jonathan T. Whitcomb 32730 Sandpiper Drive

Orange Beach, Alabama 36561

CC:

Mr. Paul Stritzinger, III, Chairman, Ono Island Water, Sewer, and Fire Protection Authority

Shannon Harrison, Ono Island POA Administrator and Assistant Business Manager - shannon@onoislandpoa.com

Administration - Update Board List

Additional instructions/notes: N/A

**From:** Shannon Harrison < <u>shannon@onoislandpoa.com</u>>

**Sent:** Thursday, October 13, 2022 9:03 AM **To:** Anu Gary <AGary@baldwincountyal.gov>

**Cc:** Shannon Harrison < <a href="mailto:shannon@onoislandpoa.com">shannon@onoislandpoa.com</a>>

**Subject:** Ono Island FPA

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

#### Anu,

I hope you are doing well.

I have attached the info sheets for all 4 of the Ono Resident's that have put their name for an opportunity to serve on the Ono Island Water, Sewer, and Fire Protection Authority.

I would love the opportunity to speak with you about these candidates before they go to Commission; feel free to call/text my cell 251-978-8811 or if there is a time best for me to come visit you, I would be happy to do so.

Please let me know when they will be presented to Commission and anything else you need from my end, and I will be sure to attend any meetings you see fit.

#### Attached are:

Jonathan Whitcomb Craig Vinson IV Mashburn Mark Corn

These are all full time residents that are registered to vote here on the island.

Thank you,

Shannon L. Harrison Ono Island POA, Administrator Ono Island FPA, Asst Business Manager 28656 Ono Blvd, Orange Beach, AL 36561 Office: 251-980-5152

shannon@onoislandpoa.com

**DwellingLIVE link:** 

https://community.dwellinglive.com/onoislandpropertyownersassociation.aspx

The information contained herein is intended for the exclusive use of the Ono Island Property Owner(s) to whom it is addressed. Please do not disseminate to others.

From: Shannon Harrison <a href="mailto:shannon@onoislandpoa.com">shannon@onoislandpoa.com</a>

**Sent:** Friday, September 23, 2022 5:18 PM **To:** Anu Gary <u>AGary@baldwincountyal.gov</u>

Subject: Ono Island FPA

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

Hello Anu, I hope you are doing well?

We have had a member who sold their property that was on the Ono Island Water Sewer and Fire Protection Authority. Kevin Sloan is no longer an eligible member for the board.

The FPA will be submitting 4 names to the County Commission for consideration to fill the vacant spot.

Those submission are expected next week.

When could it be put before the commission?

Shannon L. Harrison Ono Island POA, Administrator Ono Island FPA, Asst Business Manager 28656 Ono Blvd, Orange Beach, AL 36561

Office: 251-980-5152

shannon@onoislandpoa.com

**DwellingLIVE link:** 

https://community.dwellinglive.com/onoislandpropertyownersassociation.aspx

The information contained herein is intended for the exclusive use of the Ono Island Property Owner(s) to whom it is addressed. Please do not disseminate to others.

#### MARK J. CORN

32675 Sandpiper Drive Orange Beach, AL 36561 Phone: (251) 233-7173

Email: cornmj@gmail.com

Dear Ono Island Water, Sewer and Fire Protection Authority Board,

This letter is regarding my interest in having my name placed in consideration for the open position on the Ono Island Water, Sewer and Fire Protection Authority Board. My record of community service, work experience, and long-term residency in Baldwin County on Ono Island highlight my qualifications to serve as a member of this board. I am confident that my 25+ years of solid experience in business and community management have provided me with the required skillset to succeed in this role.

Some of my key skills that are relevant include:

- Resident of Ono Island in Baldwin County for 13 years
- Elected to multiple terms on the Ono Island Property Owners Association Board of Directors
- Chairperson for Ono Island Online Voting Committee
- Board Representative for Ono Island Security Committee
- Board Representative for Ono Island Technology Committee
- Member of Ono Island Emergency Management Committee
- Former Treasurer for Ono Men's Club
- Successful management of numerous, multi-million-dollar Technology projects
- Proven track record of delivering projects on time and on budget
- Bachelor of Science in Computer Science, University of Arkansas
- Solid reputation as a hardworking, innovative, and results-driven professional
- Outstanding communicator comfortable with small and large audiences

I am convinced that my dedication to the community, management experience and general abilities are in alignment with the Board's goals and this position's requirements. I look forward to the expanded role a seat on the Ono Island Water, Sewer and Fire Protection Authority Board would provide.

Thank you for your time and consideration.

Sincerely,

Mark J. Corn

THEROW IV MASHBURN 30730 RIVER ROAD DEANGE BEACH, AL 36561 IVMASHBURN DYAHOO. COM 251-401-8042

SUMMARY: I AM RETIRED FROM SOBERO A NORTH
AMERICAN PART OF SOBERO WITH A PRESENCE IN

55 COUNTRIES PROVIDING FOOD AND SERVICE

MANAGEMENT TO HOSPITALS, SCHOOLS, COLLEGES

AND CORPORATE DINING.

EXPERIENCE: SENIOR VICE PRESIDENT FOR FOOD SERVICE IN HIGHER EDUCATION FOR THE USA DIVISION, PRIOR TO THAT I WAS RESPONSIBLE FOR REGIONAL MANAGEMENT OF OUR HOSPITAL DIVISION.

ESUCATION: BS BISINESS - BRENAU UNIVERSITY

VOLUNTEER EXPERIENCE: 6 YEARS OND ISLAND

BOARS OF DIRECTORS MEMBER

GUARES BANDON COUNTY
BOARS OF ADJUSTMENT
BOARS MEMBER

CURRENT: CHAIRMAN OF THE ARCHITECTURAL COMMITTEE - ONO ISLAND (12 YEARS) CHAIRMAN OF THE RENTAL COMMITTEE -ONO ISLAND (TYEARS) MEMBER OF THE PERSONNEL COMMITTEE -ONO ISBAND (6 YEARS) MEMBER DETHE RULES COMMITTEE-OND ISBAND (GYEARS) SKILLS! SEVOTING MY FULL ATTENTION TO DETAILS. LOOKING AT A BROADER PICTURE. WORKING WITH PEOPLE. WHY DOI WANT TO RE ON THE CON WATER, SENER & FIRE PROTECTION ANTHORITY DURING MY TENURE AS A POA BOARS MEMBER THE SUBJECT FIRST CAME UP HOOT ESTABLISHING A FIRE ANTHORTY IN ORDER TO HOPEFULLY RESOLVE AN ON-GOING PROBLEM WITH A DEMINISHING VOLUNTEER FIRE SEPARTMENT AND A MEANS TO WORK OUT AN AGREEMENT WITH THE WRANGE BEACH CITY TO TAKE OVER

A MUCH NEEDED MEANS OF FRE AND FRET RESPONDER FOR OUR COMMUNITY.

I HAVE FOLLOWED THE AUTHORITY'S

SUCCESSFUL FOUNDING AND CONTINUING

PROGRESS WITH SUCCESSFUL FIRE PROTECTION

AND EINT COVERAGE CONTRACT WHILE PLANNING

AND BVILDING A NEW STATE OF THE ACT

FIRE STATION AND AGAIN RENEGOTIONING

WITH THE CITY OF DRANGE BEACH FIRE

DEPARTMENT FOR A WIN-WIN FOR BOTH GROUPS,

My FINTEREST HAS FIRTHER INCREASES WITH A BOARD SEAT OPENING THAT I FEEL WITH MY EXPERIENCE AND SUCCESS AS A BUSINESS EXECUTIVE AND A RESIDENT AND HOME OWNER FOR 26 YEARS THAT I CAN BE AN ASSET TO THE ANTHORITY

I WOULD NIT TAKE LIGHTLY THE MISSION

AND PURPOSE OF THE AUTHORITY. I WOULD

WORK TO PROVIDE PROPER FINANCIAL OVERSIGHT

FIR THE AUTHORITY. I WOULD WORK TO ENSURE

THE AUTHORITY HAS ADEQUATE RESOURCES WHILE

ENSURING LEGAL AND ETHICAL INTEGRITY

AND MAINTAN EXPECTED ACCOUNTABILITY.

I WOULD WORK WITH THE HUTHORING BOARS TO ENHANCE THE PUTHORITIES STANDING IN THE COMMUNITY WHILE KEEPING A POSITIVE RELATION SHIP WITH THE CITY OF DRANGE BEACH AND ITS FIRE

### Craig O. Vinson, Sr.

Certified Financial Planner (CFP) for over 25 years providing comprehensive financial planning to high-net-worth individuals and corporations. As a full time resident of Baldwin County since 2002 and a property owner since 1997 I have served on several boards and committees including the Gulf Coast Chamber, Orange Beach Methodist Church, Ono Island Board of Directors, East Orange Beach POA and currently serve as Chairman of Ono Islands Security and Appeals committee.

#### PROFESSIONAL EXPERIENCE

#### Raymond James, Fairhope, Al.

June 2022—present.

- Certified Financial Planner
- Assist with succession planning
- Investment Banking solutions
- Corporate and individual investments

#### CVINSON Investments. Gulf Shores, Al.

September 2009—October 2020

- Personal financial planning
- Investments

#### A G Edwards and company, Gulf Shores, Al

March 2002—September 2009

- Branch Manager
- Investments

#### Smith Barney, Montgomery, Al

March 1997—March 2002

Investments

#### CH2M Hill Companies, Montgomery, Al

September 1974—March 1997

- Director of Analytical Services
- Coordinator for USEPA Super Fund Program

#### **Montgomery Water and Sewer Board**

June 1972-September 1974

- Laboratory Manager
- Implemented Safe Drinking Water Act and NPDES protocols for the city

#### **EDUCATION**

- BS Chemistry Huntingdon College, Montgomery, Al 1972
- Marion Institute, Marion, Al 1968-1969
- FINRA series 7, 9, 10, 63 and 65
- Certified Financial Planner

#### **PERSONAL**

- Married Julia Vinson June 1972
- Two children and four grandchildren
- Orange Beach Methodist Church

31922 Shoalwater Drive; Orange Beach, Al 36561

craigovinson@gmail.com

cell 251-609-7035

To:

ONO ISLAND WATER, SEWER & FIRE PROTECTION AUTHORITY

Attention:

Pete Stritzinger, Chairman

I recently learned that the ONO ISLAND WATER, SEWER & FIRE PROTECTION AUTHORITY (The Authority) needs to add a new member to their Board. After considering The Authority's needs and my interest in supporting the ONO Island community, I am forwarding this letter requesting that the Baldwin County Commission consider me as a possible candidate for this open Board position.

I have owned a home at 32730 Sandpiper Drive on Ono Island since 2011. After retiring from the corporate world in 2016 my wife Karen and I have lived full time at this address. In addition to enjoying retirement life on ONO I feel it is part of my civic duty to volunteer my services in situations where I believe my skills and experiences can make a difference with regards to supporting our community in light of ONO's constant growth while preserving the excellent quality of life we enjoy.

To help facilitate your review of my experience and skills vs. the current needs of The Authority, I offer the following brief bio.

- Before retiring I held various technical management and corporate leadership positions during my 36-year professional career to include extensive experience in both the operational management and financial systems needed to grow successful businesses.
- For the last 21 years of my professional career I lived in Huntsville Al and was a Vice President of Dynetics Inc. Also, during my time with Dynetics I held the position of President for several wholly owned subsidiaries of Dynetics.
- Past member of the ONO POA Board of Directors. While serving on the POA BoD I held the
  positions of Treasurer and Secretary on the Executive Board.
- During my tenure as the ONO POA Treasurer I gained exposure to The ONO ISLAND WATER,
   SEWER & FIRE PROTECTION AUTHORITY as I also served in the position of Business Manager for The Authority.
- Current member of the ONO POA's EMOC committee.
- Since retiring in 2016 I have continued to provide part-time consulting services to corporate clients in the areas of Executive Leadership Coaching, Corporate Strategy, and Leadership Team Development.

In closing, if I can answer any questions or provide additional information, please contact me by phone at 256-652-7500 or by email at jonathan.t.whitcomb@gmail.com.

Best Regards,

Jonathan T. Whitcomb

anden T. Whiteonle

#### ONO ISLAND WATER, SEWER & FIRE PROTECTION AUTHORITY

#### **General Board Information:**

Appointed by Baldwin County Commission Five (5) members Term of each member is six (6) years

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

All members must be qualified electors of Baldwin County and not an officer of the state, county or municipality during term and a resident of and owner of real property in the service area of the Authority in Baldwin County

Compensation of Board Members: Chairman \$500 annually; other Board Members \$10 per meeting attended not to exceed \$250 annually

Originally established in 1993

Statutory Authority - §11-88-1, et seq., *Code of Alabama 1975* 

Further Reference - Miscellaneous Book 74, p. 373-396, Office of Judge of Probate of Baldwin County, Alabama

| PLACE | MEMBERS  | APPOINTED/REAPPOINTED   | TERM OF<br>OFFICE | EXPIRATION DATE |
|-------|--|---|-------------------|-----------------|
| #1    | Rudolph Peter Stritzinger, III<br>3975 Pampano Key<br>Orange Beach, AL 36561     | Reappointed 03/19/2019 for a pro-rata reduced term  | 6 years           | 03/01/2025      |
| #2    | Randy W. Smith<br>31991 River Road<br>Orange Beach, AL 36561                     | Appointed 02/02/2021 to fill the place seat and unexpired term of Larry K. Chamblee for a prorata reduced term expiring 03/01/2021  Appointed 02/02/2021 for a term to commence 03/01/2021.   | 6 years           | 03/01/2027      |
| #3    | George Robinson "Robin" Swift, III<br>30460 River Road<br>Orange Beach, AL 36561 | Appointed 11/05/2019 to fill the place-seat and unexpired term of Bruce Donaldson for a prorata reduced term  11/05/2019 Accepted the resignation of Bruce Donaldson, effective 08/19/2019 and thanked him for his previous civic service | 6 years           | 03/01/2023      |
| #5    | Kevin E. Sloan<br>30147 Ono Boulevard<br>Orange Beach, AL 36561                  | Reappointed 02/02/2021 term to commence 03/01/2021  | 6 years           | 03/01/2027      |
| #6    | Gaillard Bixler<br>30222 River Road<br>Orange Beach, AL 36561                    | Reappointed 03/19/2019 for a pro-rata reduced term to fill place seat #6  | 6 years           | 03/01/2025      |

<sup>\*</sup>THESE APPOINTMENTS END AT 12:00 NOON

**REVISED: 02/02/2021 akg** 

<sup>\*</sup>The Authority amended its by-laws on February 26, 2016, to increase its membership from three to five members (see minutes of 11/17/2015 and 03/15/2016, BCC Meetings).



## **Baldwin County Commission**

#### Agenda Action Form

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 12/5/2022

Item Status: New

From: Ronald J. Cink, Budget Director/Interim County Administrator

Submitted by: Anu Gary, Administrative Services Manager

#### **ITEM TITLE**

South Baldwin County Health Care Authority - Board Appointment(s)

#### STAFF RECOMMENDATION

<u>Action Item with discussion necessary</u> - Commission to review the nominees recommended by the Board of Directors of the South Baldwin County Health Care Authority.

<u>Staff Note</u>: The Authority amended its bylaws on June 30, 2022, which eliminated the need for three (3) nominees to be submitted for consideration for each vacant slot on the board. The amended bylaws require that the Authority only submit one (1) nominee for each vacant slot to be considered for appointment by the County Commission.

Related to the South Baldwin County Health Care Authority, consider and approve the following appointments to the Board of Directors:

1) Appoint the following nominee for slot #4, to replace Mr. John Lee, for a pro-rata reduced six (6) year term, said term to commence on December 5, 2022, and expire June 1, 2028:

Mr. John Lee (this is a re-appointment)

2) Appoint the following nominee for slot #5, to replace Mr. Aubon Clyde Abrams, Jr., for a pro-rata reduced six (6) year term, said term to commence on December 5, 2022, and expire June 1, 2028:

Mr. Aubon Clyde Abrams, Jr. (this is a re-appointment)

3) Appoint the following nominee for slot #6, to replace the late Mr. Arthur Holk, for a pro-rata reduced six (6) year term, said term to commence on December 5, 2022, and expire June 1, 2028:

Mr. Clark Cathey (this is a new appointment)

#### **BACKGROUND INFORMATION**

Previous Commission action/date: March 16, 2021

**Background:** Mr. Clark Stewart, Chairman of the South Baldwin County Health Care Authority (SBHCA), submitted correspondence dated August 17, 2022 (attached), to the Commission with the Authority's recommendation for board appointments to three slots on the board of directors, which expired June 1, 2022.

The Authority amended its bylaws on June 30, 2022, which eliminated the need for three (3) nominees to be submitted for consideration for each vacant slot on the board. The amended bylaws require that the Authority only submit one (1) nominee for each vacant slot to be considered for appointment by the County Commission.

The SBHCA approved a resolution on November 2, 2022 (attached), proposing the following three nominees to be appointed by the Baldwin County Commission to fill the three seats on the board of directors.

Slot #4 - Re-appoint John Lee

Slot #5 - Re-appoint Aubon Clyde Abrams, Jr.

Slot #6 - Appoint Clark Cathey to replace the late Mr. Arthur Holk

#### GENERAL BACKGROUND INFORMATION:

Section 22-21-316 (b), <u>Code of Alabama</u> 1975, states "if, at the expiration of any term of office of any director, a successor thereto shall not have been elected or appointed, then the director whose term of office shall have expired shall continue to hold office until his successor shall be so elected or appointed."

The governing Certificate of Reincorporation of the Authority, consistent with Section 22-21-316, <a href="Code of Alabama">Code of Alabama</a> 1975, sets for the parameters regarding appointment by the Baldwin County Commission to members of the Board of Directors. The nine (9) members of the Board of Directors are appointed by the Baldwin County Commission for terms, each, of six (6) years and must be residents of Baldwin County, Alabama.

There are no "required qualifications" set forth in §22-21-310, et seq., <u>Code of Alabama</u> 1975, for citizens to be re-appointed to the Authority. However, within §22-21-316, <u>Code of Alabama</u> 1975, such "required qualifications" are self-imposed by the Authority through their Certificate of Reincorporation, as amended, which, in this case, requires that they only reside in Baldwin County, Alabama.

Provision in §22-21-316 (b) <u>Code of Alabama</u> 1975 requires appointments to be made no earlier than thirty (30) days prior to the date such director is to take office [i.e. the County Commission can't make appointments thirty-one (31) days or more in advance to the date the said director is to take office].

#### **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, needs County Attorney's review due to changes to bylaws and BCC appointments.

Reviewed/approved by: Reviewed and approved by Brad Hicks, County Attorney 08/23/2022 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 Department

Action required (list contact persons/addresses if documents are to be mailed or emailed): Verify Appointment/Reappointment letters to the three selected appointees.

Re-appointment Letter to:

Mr. John Lee 25655 Stapleton Lane Loxley, Alabama 36551

Mr. Aubon Clyde Abrams, Jr. 9496 lakeview Drive Foley, Alabama 36535

Appointment Letter to:

Mr. Clark Cathey 2039 Main Street Daphne, Alabama 36526

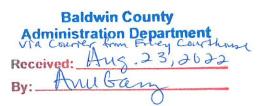
CC:

Mr. Clark Stewart, Chairman South Baldwin County Health Care Authority 1613 North McKenzie Street Foley, Alabama 36535

Mr. Michael Elder, Executive Director South Baldwin County Health Care Authority 11111 U.S. Highway 31, STE B Spanish Fort, Alabama 36527

Administration: 1) Update board list; 2) make changes to header re: amended bylaws and appointment of nominees by BCC; and 3) update contact number for Mr. Elder: 251-604-8172.

Additional instructions/notes: N/A



#### SOUTH BALDWIN COUNTY HEALTHCARE AUTHORITY

1613 North McKenzie Street Foley, Alabama 36535

August 17, 2022

Office of Chairman, County Commissioner, District No. 1 Baldwin County Courthouse Attn: Honorable James E. "Jeb" Ball 312 Courthouse Square Bay Minette, AL 36507

> Re: Nomination for Board Members South Baldwin County Health Care Authority

Dear Mr. Ball:

Terms have expired for three Board Members of the South Baldwin County Health Care Authority (the "Authority") June 2022. The Authority is required to submit a recommendation for each of the three expiring terms so that the County Commission can appoint Board Members.

The present members for these three positions are John Lee, Clyde Abrams and recently deceased Arthur Holk. Please accept this letter as a notice to the County

Commission that the Authority makes the following recommendations for each of the three terms that have expired.

John Lee's Position: John Lee – 25655 Stapleton Lane, Loxley, AL 36551. Clyde Abram's Position: Clyde Abram – 9496 Lakeview Dr., Foley, AL 36535.

Arthur Holk's Position: Clark Cathey – 25202 Olive St., Foley, AL 36530.

The Authority believes that the reappointments of John Lee and Clyde Abrams are important for the continuity of the Board and the knowledge they have gained serving previous terms will help the Authority as it moves forward working with the medical community in South Baldwin County. Mr. Cathey brings important knowledge of the Elberta/Lillian/Perdido Beach communities, an important and growing portion of our service area. The Authority respectfully requests the Commission to consider the reappointments of Mr. Lee and Mr. Abrams, and the appointment of Mr. Cathey.

Please also find attached the amended Bylaws for the Authority requiring the Authority to only submit one name for each position.

Thank you for your consideration of the South Baldwin County Health Care Authority's request.

Respectfully submitted,

SOUTH BALDWIN COUNTY HEALTH CARE AUTHORITY

Clark Stewart, Chairman

## SECOND AMENDED AND RESTATED BYLAWS OF

#### THE SOUTH BALDWIN COUNTY HEALTH CARE AUTHORITY

#### ARTICLE I

- 1.1 Name: Pursuant to the action taken on October 17, 1972, and further resolved on March 27, 1996, by the South Baldwin County Hospital Corporation, the name of this organization is stated to be "The South Baldwin County Health Care Authority."
- 1.2 <u>Powers</u>: The powers of The South Baldwin County Health Care Authority shall be as stated in its Articles of Incorporation, as amended from time to time, and as provided by the laws of the State of Alabama including the Health Care Authorities Act of 1982, codified as sections 22-21-310, et seq., *Code of Alabama*, 1975 (the "Act").
  - 1.3 **Definitions:** When used in these Bylaws:
- (a) The terms "corporation" and the "Authority" shall mean the corporate entity known as The South Baldwin County Health Care Authority.
- (b) The term "board of directors", "board", "governing body", or "governing board" shall mean the Board of Directors of The South Baldwin County Health Care Authority.
- (c) Throughout these Bylaws the masculine titles of office shall be deemed to include the feminine, the singular the plural, and vice-versa.

#### ARTICLE II

2.1 <u>Principal Office:</u> The South Baldwin County Health Care Authority shall have and continuously maintain its principal office in Foley, Alabama.

#### **ARTICLE III**

- 3.1 <u>Governing Authority:</u> The governing authority of The South Baldwin County Health Care Authority shall be its Board of Directors.
- 3.2 <u>Management:</u> The property, funds, affairs, and business of The South Baldwin County Health Care Authority shall be managed by its Board of Directors. The Board of Directors shall have and is vested with full power and authority except as may be expressly limited by law, the Articles of Incorporation, or these Bylaws. The Board of Directors of The South Baldwin County Health Care Authority shall have the power to do or cause to be done by delegation to others any of its powers, privileges, and franchises to seek the accomplishment of its object and purposes.

#### 3.3 Terms of Office and Manner of Election:

- (a) The number of Directors of the Corporation shall be nine (9). The Directors shall make up the Board of Directors which shall constitute the governing body of the Authority and shall be elected by the governing body of Baldwin County, Alabama, only from a list of nominees, as proposed by the Board of Directors of The South Baldwin County Health Care Authority, by resolution duly adopted.
- (b) For each seat on the Board of Directors that becomes vacant due to the expiration of the term of office of any Director, or for each seat that has become vacant due to the death or resignation of any Director, the Board of Directors shall propose one (1) nominee to fill such seat to the governing body of Baldwin County, Alabama. The Board of Directors shall duly adopt a resolution setting forth the candidate for each seat, not more than ninety (90) days, nor less than ten (10) days prior to the expiration of such term of office (or in the case of a vacancy resulting

from the death or resignation of any such Director or from a cause other than the expiration of the stated term of office of any such Director, within ninety (90) days following the occurrence of such vacancy), and cause a certified copy of such resolution to be filed with the governing body of Baldwin County, Alabama.

- (c) The initial Board of Directors of The South Baldwin County Health Care

  Authority shall consist of those Directors last seated as Board of Directors of the South Baldwin

  County Hospital Corporation. Each initial Director's term shall expire on the date each respective

  Director's term would have expired had the Board of Directors of the South Baldwin County

  Hospital Corporation continued operations.
- (d) Each Director's term shall be for six (6) years. In the case of a vacancy resulting from the death or resignation of a Director or from a cause other than the expiration of the stated term of office, the successor shall serve for the unexpired portion of the prior Director's term.
- 2.4 <u>Compensation:</u> Directors shall serve without compensation, except that actual reasonable expenses incurred in the performance of their duties as Directors shall be paid. However, to the extent deemed necessary by the Board of Directors, they may be employed by the Board of Directors other than in their capacity as a Director and compensated for their services as the Board of Directors may from time to time find necessary or desirable. Such employment of a director shall in no way be done when there is a conflict of interest.
- 3.5 Annual Meeting: The annual meeting of the Board of Directors shall be held on the fourth Wednesday in January, or at such other date designated by the Board, of each year at a

location designated by the Board. Standing and special committees shall make reports to the Board if reports on activities have not been previously presented and approved by board action.

- 3.6 Regular Meeting: The Board of Directors shall hold regular meetings at quarterly intervals on the fourth Wednesday of January, April, July, and October of each calendar year, or at other times as designated by the Board. Such meetings shall be held at a location and time designated by the Board.
- 3.7 Special Meetings: Special meetings may be called by the chairman or called at the written request of a majority of the directors. Written notice of a special meeting shall be delivered either in person, by U.S. mail, facsimile or electronic mail to each director at least three (3) days prior to the date of each special meeting and shall state the business or the transaction for which the special meeting is called. No business other than that stated in the notice shall be transacted at such special meeting. Provided, however, notice of special meetings may be waived by agreement of all members of the Board. At a special meeting where notice has been waived, any business or transaction which cannot reasonably be deferred until the next regular meeting may be considered by the Board.
- 3.8 **Quorum:** A quorum for the transaction of business shall consist of a majority of the members of the Board of Directors.

#### 3.9 Telephone and Electronic Meetings:

(a) Any one or more members of the Board of Directors may attend a regular meeting or special meeting by telephone conference call, video conference or other electronic means which allows all persons participating in the meeting to hear each other, if his/her physical

presence at the meeting is prevented due to exceptional circumstances such as personal illness or emergency.

- (b) If a meeting is to be held entirely by telephone conference call, video conference or other electronic means or it is apparent to the Board that one or more Board members may attend a meeting by telephone conference call, video conference or other electronic means, notice of the meeting shall indicate such and provide a call-in number or other instructions for participation.
- (c) In the event that notice of the meeting has already been disseminated when it becomes apparent to the Board that one or more Board members' attendance may be by telephone conference call, video conference or other electronic means, the Board should provide notice of such to the Board and provide a call-in number or other instructions for participation as soon as practicable prior to the meeting unless such notice is impracticable.
- (d) Board members who wish to attend a meeting by telephone conference call, video conference or other electronic means must give the Secretary at least twenty-four (24) hours' advance notice prior to the commencement of the meeting so that a call-in number may be established unless such advanced notice is impracticable or a call-in number has already been established.
- (e) Participation by telephone conference call, video conference other electronic means shall be equivalent to physical presence in person at the meeting for purposes of determining whether a quorum is present. All board members attending meetings by telephone conference call, video conference or other electronic means shall be entitled to vote as if they were

personally and physically present at the meeting site so long as the telephone, video or other electronic connection exists and a quorum of the Board is otherwise present.

- (f) The meeting minutes shall indicate the members of the Board who were either present or absent from the meeting and whether those members in attendance were physically present or present by telephone conference call, video conference or other electronic means.
- (g) The location of the meeting included on the notice shall be equipped with a suitable speaker phone system or transmission system in order that the Board members in attendance will be able to hear any input, vote, or discussion of the telephone, video or other electronic conferencing.
- (h) Nothing in this Section shall not be construed to mean that attendance by telephone or video conferencing or other electronic means shall be regularly used, or used at every meeting of the Board, but instead shall be used only as necessary to allow the participation of Board members who are unable to attend in physically person due to such circumstances as provided in this Section.
- 3.10 Action without a meeting: Any action that may be taken at a meeting of the Board of Directors may be taken without a meeting if authorized by a writing or writings signed by all of the Directors entitled to vote.
- 3.11 **Voting:** All questions at a meeting of the Board of Directors shall be decided by a majority vote of the Directors entitled to vote and present at the meeting.
  - 3.12 <u>Proceedings:</u> All meetings shall be governed by Robert's Rules of Order.

3.13 <u>Minutes:</u> Minutes shall be recorded and maintained of all meetings and shall be signed by the Secretary. In the Secretary's absence, the minutes may be signed by another officer.

#### **ARTICLE IV**

- 4.1 Officers: The officers of The South Baldwin County Health Care Authority shall be a Chairman, Vice-Chairman, Secretary and Treasurer, and such other officers as the Board of Directors may authorize. The office of Chairman and Vice-Chairman can only be held by members of the Board. Officers shall be elected at the annual meeting and shall take affect at the first regular meeting after he has been elected. Officers shall hold office for a period of one year or until their successors shall have been duly elected or qualified.
- (a) <u>Chairman</u>: The Chairman of the Board shall preside at all meetings of the Board and shall be a member of a member ex officio of all standing committees of the Board. The Chairman may sign, alone or with the Secretary, or any proper officer of the Authority authorized by the Board, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed except in cases where the signing and execution thereof shall be expressly delegated by the Board or by these Bylaws or by statute to some other officer or agent of the Authority; and in general shall perform all duties incident to the office of Chairman of the Board and such other duties as may be prescribed by the Board of Directors from time to time.
- (b) <u>Vice-Chairman:</u> The Vice-Chairman of the Board shall have the same powers and duties as the Chairman except that he shall preside at meetings of the Board only in the absence of the Chairman, and shall act in other matters only when the Chairman is incapacitated or unavailable. In addition, the Vice Chairman shall perform such other duties as from time to time may be assigned by the Chairman of the Board of Directors.

- (c) <u>Secretary:</u> The Secretary of the Board shall attend all meetings of the Board and record the minutes of all proceedings in a book to be kept for that purpose; shall give, or cause to be given, notice of all meetings of the Board; shall keep in safe custody the corporate seal and, when authorized by the Board, shall affix the same to any instrument requiring it and shall attest it; and shall perform all other duties as may be prescribed by the Board.
- (d) Treasurer: The Treasurer shall keep correct and complete records of all accounts, showing accurately at all times the financial condition of the notes, securities and other valuables which may from time to time come into the possession of the Authority. He shall promptly deposit all funds of the Authority coming into his hands in some reliable bank or other depository to be designated by the Board of Directors and shall keep such bank account in the name of the Authority. He shall furnish at meetings of the Board of Directors and at other times when requested by them, a statement of the financial condition of the Authority. He shall have such additional duties and responsibilities as customarily devolve upon and shall have such additional powers and authorities as customarily vested in, the Treasurer of a business corporation, and shall have such other duties and responsibilities, powers and authorities as may be provided in these Bylaws or prescribed by the Board of Directors.
- (e) <u>Multiple Officers:</u> Only the offices of secretary and of treasurer may be held by the same person.
- 4.2 <u>Absences:</u> In the case of absence or inability of any officer to act, the Board of Directors may delegate that officer's powers and duties to any other officer or director.
- 4.3 <u>Vacancies:</u> Vacancies in any office may be filled by the Directors at any regular or special meeting for the remainder of the vacant term.

- 4.4 **Removal:** Any officer can be removed at any time for any cause by an affirmative vote of five Directors.
- 4.5 Indemnification of Officers and Directors: As partial inducement to the officers and directors of the Authority to accept such positions, the Authority shall henceforth be obligated to, and it hereafter shall, indemnify and hold harmless all officers and Directors of the corporation (including such person's estate and personal representatives), whether or not their terms as such officers or Directors shall have expired, if such persons are made or threatened to be made a party to any action or proceeding, whether civil or criminal, by reason of the fact that such person is or was an officer or Director of the Authority, or by reason of the fact that such person serves or served any other corporation or other entity or organization in any capacity at the request of the Authority while he was an officer or board member of the Authority, against all judgments, fines, amounts paid in settlement and reasonable expenses (including, without limitation, attorneys' fees actually and necessarily incurred) as a result of any such action or proceeding, or any appeal therein. Such indemnification shall be cumulative with any other rights of such persons. In addition, the Authority may, upon resolution duly authorized by the Directors of the Authority, indemnify other persons to the extent permitted by law. Nothing contained in this section shall permit the Authority to indemnify any officer, director or person in connection with (i) any malpractice action or proceeding arising out of or in any way connected with such person's practice of his profession; or (ii) an action or proceeding by the Authority in which a person is finally adjudicated by a court of competent jurisdiction to be liable to the Authority; or (iii) any other action or proceeding in which such person is finally adjudicated by a court of competent jurisdiction to be liable on the basis that personal benefit was improperly received by such person.

#### ARTICLE V

- 5.1 <u>Committees:</u> The Board may by resolution name and appoint such committees as the Board deems appropriate. The Chairman of each committee shall be appointed or designated by the Chairman of the Board. Members and Chairman of committees shall be appointed to serve a term designated by the resolution of the Board until theirs successors are appointed.
- 5.2 <u>Checks</u>: All checks or demands for money or notes of the Authority shall be signed by such officer or officers as the Board may from time to time designate.
- 5.3 <u>Fiscal Year</u>: The fiscal year of the Authority shall begin on October 1st of each year and end on September 30th of the following year.

#### 5.4 Notices:

- (a) Whenever, under the provision of these Bylaws, notice is required to be given to any director, such notice must be written and delivered either in person, by U.S. mail, facsimile or electronic mail at least three (3) days in advance of the meeting.
- (b) Any director may waive any notice required to be given under these Bylaws either before or after the meeting of which notice is required to be given.
- (c) The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need to be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by the Certificate of Reincorporation or by these Bylaws.

#### **ARTICLE VI**

6.1 <u>Amendment</u>: The Bylaws may be altered or amended by the affirmative vote of a majority of the entire Board at any regular meeting thereof or at any special meeting if the proposed alteration or amendment be contained in the notice of such meeting.

#### CERTIFICATION

I hereby certify the foregoing to be the Second Amended and Restated Bylaws of The South Baldwin County Health Care Authority which were adopted by the Board of Directors of the Authority on the 30<sup>th</sup> day of June, 2021.

Sandra S. Russell

#### CORPORATE RESOLUTION

The undersigned, as Secretary of The South Baldwin County Health Care Authority (the "Authority"), hereby certifies that the following resolution was adopted by the Board of Directors of the Authority on the 30<sup>th</sup> day of June, 2021;

WHEREAS, the Authority has determined that it is appropriate to adopt a Conflicts of Interest Policy.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

RESOLVED, that the Board of Directors of the Authority, in accordance with its Bylaws, does hereby approve and adopt the Conflicts of Interest Policy annexed hereto as Attachment 1, to be and remain in effect until amended or superseded.

Sandra D. Russell

**ATTACHMENT 1** 

APPLIES TO:

Board of Directors, Officers, Members of Committees with Board

**Delegated Powers** 

**PURPOSE** 

The South Baldwin County Health Care Authority (the "Authority") is a tax exempt

organization and in order to maintain its federal tax exemption, it must engage primarily in

activities which accomplish one or more of its tax-exempt purposes. In addition, members of the

Board of Directors, and members of committees with Board delegated powers have a duty of

loyalty to act in good faith in the best interests of the Authority. The purpose of the conflicts of

interest policy is to protect the interest of the Authority when it is contemplating entering into a

transaction or arrangement that might benefit the private interest of an "interested person" as

defined below. This policy is intended to supplement but not replace any applicable state laws

governing conflicts of interest applicable to nonprofit and charitable corporations.

**DEFINITIONS** 

**Interested Person** 

Any Director or member of a committee with Board delegated powers of the Authority that

have a direct or indirect financial interest, as defined below, is an "interested person."

**Conflicts of Interest and Financial Interests** 

A conflict of interest exists if the interested person (or family member could benefit

privately, directly or indirectly, from decisions of the Authority or relationships with the Authority.

A conflict of interest can arise from a "financial interest" or from positions of power or control

with organizations that do business (or want to do business) with the Authority.

Second Amended and Restated Bylaws of the South Baldwin County Health Care Authority (adopted and approved on June 30, 2021)

A person has a financial interest if the person has, directly or indirectly, through business, investment or family:

- (a) an ownership or investment interest in any entity with which the Authority has a transaction or arrangement, or
- (b) a compensation arrangement with the Authority or with any entity or individual with which the Authority has a transaction or arrangement, or
- (c) a potential ownership or investment interest in, or compensation arrangement with, or position of influence or control with, any entity or individual with which the Authority is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are substantial in nature.

A financial interest or a position of power or control is not necessarily a conflict of interest.

A person who has a financial interest may have a conflict of interest only if the appropriate board or committee decides that a conflict of interest exists.

#### **PROCEDURES**

#### **Duty to Disclose**

If actual or possible conflicts of interest arise, all interested persons must promptly disclose such conflicts. In connection with any actual or possible conflicts of interest, an interested person must disclose the existence of his or her financial interest or other potential conflict and all material facts to the directors and members of committees with Board delegated powers considering the proposed transaction or arrangement.

Examples of potential conflicts which must be disclosed include, but are not limited to: contracts to provide services to the Authority; relationships with persons who supply goods and services to the Authority; service on boards of directors of entities that do, or may, provide goods or services to the Authority, such as vendors, banks, and the like. If an interested person has a question about whether a relationship constitutes a possible conflict of interest, that person should disclose the relationship.

#### **Determining Whether a Conflict of Interest Exists**

After disclosure of the financial interest and all material facts, and after any discussion with the interested person, the interested person shall leave the board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining Board or committee members shall decide if a conflict of interest exists.

#### Procedures for Addressing the Conflict of Interest

An interested person may make a presentation at the board or committee meeting but after such presentation, he shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement that results in the conflict of interest.

The chairman of the Board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

After exercising due diligence, the Board or committee shall determine whether the Authority can obtain a more advantageous transaction or arrangement with reasonable efforts from a person or entity that would not give rise to a conflict of interest.

If a more advantageous transaction or arrangement is not reasonably attainable under circumstances that would not give rise to a conflict of interest, the Board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the best interest of the Authority and for its own benefit and whether the transaction is fair and reasonable to the Authority and shall make its decision as to whether to enter into the transaction or arrangement in conformity with such determination. In making such decision, the Board or committee shall rely on appropriate comparability data, and shall include such data in the record of its determinations.

#### Violations of the Conflicts of Interest Policy

If the Board or committee member has reasonable cause to believe that an interested person has failed to disclose actual or possible conflicts of interest, it shall inform the other members of the basis for such belief and afford the interested person an opportunity to respond and explain the alleged failure to disclose. If, after hearing the response and making such further investigation as may be warranted in the circumstances, the Board or committee determines that the interested person has in fact failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

#### RECORDS OF PROCEEDINGS

The minutes of the Board and all committees with Board delegated powers shall contain:

- (a) The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the decision of the Board or committee as to whether a conflict of interest in fact existed; and
- (b) The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives

to the proposed transaction or arrangement, and a record of any votes taken in connection therewith; and

(c) If a conflict of interest exists, whether the Board or committee determined by a majority vote of the disinterested directors: (1) that the transaction or arrangement is in the best interest of the Authority and for its own benefit, and (2) that the transaction or arrangement is fair and reasonable to the Authority. Any interested persons cannot be present for the vote, and the minutes shall so indicate. In making its decision, the Board or committee shall rely on appropriate comparability data, and shall include such data in the minutes of the meeting.

#### **COMPENSATION COMMITTEES**

A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Authority for services are precluded from voting on matters pertaining to that member's compensation.

Physicians who receive compensation, directly or indirectly, from the Authority, whether as employees or independent contractors, are precluded from membership on any committee whose jurisdiction includes compensation matters. No physician either individually or collectively, is prohibited from providing information to any committee regarding physician compensation.

#### PERIODIC REVIEWS

To ensure that the Authority operates in a manner consistent with its charitable purposes and that it does not engage in activities that could jeopardize its status as an organization exempt from federal income tax, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

Whether compensation arrangements and benefits are reasonable and are the result of arm's-length bargaining.

Whether partnership, joint venture, and other arrangements conform to written policies, are properly recorded, reflect reasonable payments for goods and services, further the charitable purposes of the Authority and do not result in inurement or impermissible private benefit.

Whether agreements to further the charitable purposes of the Authority and do not result in inurement or impermissible private benefit.

#### USE OF OUTSIDE ADVISORS

In conducting the periodic reviews, the Authority may, but need not, use outside advisors.

#### CORPORATE RESOLUTION

The undersigned, as Secretary of The South Baldwin County Health Care Authority (the "Authority"), hereby certifies that the following resolution was adopted by the Board of Directors of the Authority on the 30<sup>th</sup> day of June, 2021;

WHEREAS, the Authority has determined that it is appropriate to adopt a Corporate Governance Policy.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

RESOLVED, that the Board of Directors of the Authority, in accordance with its Bylaws, does hereby approve and adopt the Corporate Governance Policy annexed hereto as Attachment 2, to be and remain in effect until amended or superseded.

Sanda V. Russell

#### **ATTACHMENT 2**

#### INTRODUCTION

This Corporate Governance Policy has been adopted to assist Directors in exercising their responsibilities to the Authority. This policy is subject to modification from time to time.

#### FIDUCIARY DUTIES OF THE BOARD

Duty of Oversight: Directors govern the organization, and assure that the mission of the Authority is accomplished. The fundamental duty of the Directors is the duty of oversight, and it is the core of everything that a Director does.

Related Duties of Care, Loyalty and Obedience: These duties describe the manner in which Directors carry out their duty of oversight.

Duty of Care: This duty requires Directors to act in good faith with the care an ordinarily prudent person would exercise under similar circumstances, in a manner they reasonably believe is in the best interests of the Authority. It requires directors to make *reasonable inquiry* to obtain information necessary to make sound judgments and, having obtained the information, to act with care and attentiveness appropriate to the circumstances.

Duty of Loyalty: This duty requires Directors to discharge their duties in a manner designed to benefit only the Authority, and not themselves or their families or friends.

Duty of Obedience: This duty requires that the Directors understand the charitable mission of the Authority and act faithfully to further that mission.

All Directors are expected to conduct themselves in accordance with these fiduciary duties throughout their terms of office.

#### ATTENDANCE AT MEETINGS

The Board of Directors is relatively small, and the needs of the Authority are constant and ever changing. Directors are expected to attend Board meetings and meetings of committees to which they are assigned on a regular basis. If a Director is unable to attend three-fifths (3/5ths) of all Board meetings (or meetings of a committee to which the Board member is assigned) in any contiguous twelve (12) month period, that Director has the responsibility to meet with the Chairman of the Board to discuss whether the Director can continue to perform his duties.

#### MAKING DECISIONS

When making decisions, Directors are obligated to act in accordance with their fiduciary duties and on an informed basis. Whenever possible, materials related to agenda items will be provided to Directors sufficiently in advance of Board meetings where necessary to allow the Directors to prepare for discussion of the items at the meeting. Directors are expected to review any Board materials circulated prior to Board meetings before the meeting at which the materials will be discussed.

Directors are expected to ask questions and obtain information until they are satisfied that they have sufficient information on which to make a sound judgment. They are expected to be aware of what is going on around them in the business and to make reasonable inquiry, in the same manner an ordinarily prudent person would act under similar circumstances. When making decisions, they are obligated to act in what they believe is in the best interests of the Authority. Directors are entitled to rely on information, opinions, reports and other data prepared or presented by legal counsel, consultants and experts retained by the Board who are competent to present those matters to the Board.

Second Amended and Restated Bylaws of the South Baldwin County Health Care Authority (adopted and approved on June 30, 2021)

| CONFLICTS OF INTEREST   |  |  |  |  |  |
|---|--|--|--|--|--|
| Board members are obligated to act in the best interests of the Authority, and not to further     |  |  |  |  |  |
| their own interests. The Board shall adopt a Conflict of Interest Policy, and Board members shall |  |  |  |  |  |
| be expected to follow it.   |  |  |  |  |  |

### A RESOLUTION TO NOMINATE BOARD MEMBERS FOR SOUTH BALDWIN COUNTY HEALTH CARE AUTHORITY

WHEREAS, the South Baldwin County Health Care Authority (the "Authority") has three seats on the board of directors with expired terms, and

WHEREAS, for each expired term, the Authority hereby submits one proposed nominee to the Baldwin County Commission,

**NOW THEREFORE, BE IT RESOLVED** by the Authority that the following proposed nominees be submitted to the Baldwin County Commission to fill the three seats on the board of directors with expired terms:

John Lee

Clyde Abrams

Clark Cathey

Approved and adopted this 2<sup>nd</sup> day of November, 2022

Clark Stewart - Chairman

ATTEST:

Sandra Russell - Secretary

#### Clark Cathey Goodwyn Mills Cawood Project Designer

Clark has thirty-one (31) years experience as a Civil Designer. His past project experience includes site planning and development, subdivision design, grading, drainage, storm water management. multiple water distribution systems, roadway design, RV parks, and recreational facilities.

#### RELEVANT PROJECT EXPERIENCE

- Tom Thumb Convenience Store Site Plan – Orange, Beach, Gulf Shores, Daphne, Mobile, Alabama and Tallahassee, Panama City, Springfield, Pensacola, Florida
- Condominium Site Plans Orange Beach and Gulf Shores, Alabama and Pensacola, Florida
- Surf Style Souvenir Stores Gulf Shores, Al., Orange Beach, Alabama
- The Hangout Restaurant and Pub Gulf Shores, Alabama
- Gulf Shores Utilities Water
   Distribution Model Gulf Shores,
   Alabama
- Gulf Shores Sportsplex Gulf Shores, Alabama
- OWA Amusement Park and Resort
   Foley, Alabama
- RV Parks Foley, Al., Gulf Shores, Summerdale, Elberta, Orange Beach, Alabama
- Embassy Suites- Gulf Shores, Alabama
- Gulf Shores Welcome Center, Gulf Shores, Alabama

- Foley High School Indoor Football Practice Facility – Foley, Alabama
- Robertsdale Church of Christ Expansion – Robertsdale, Alabama
- Foley Beach Express Foley, Alabama
- Baldwin Beach Express Baldwin County, Alabama
- Coastal Alabama Community
   College Bay Minette, Alabama
- Columbia Southern University, Gulf Shores, Alabama
- Baldwin EMC South Baldwin District Office – Gulf Shores, Alabama
- Prosper Luxury Apartments Orange Beach, Alabama
- Belforest Villas Apartments -Belforest, Alabama
- Grand Hotel Beach and Breakwater
   Point Clear, Alabama
- Thomas Hospital Parking Lot Design – Fairhope, Alabama



EDUCATION
Associate of Science, University of Kentucky

#### LICENSES AND CERTIFICATIONS

Alabama Department of Environmental Management (ADEM) Certified Grade

1 Water Operator

Alabama League of Municipalities Advanced Certified Municipal Official

#### SKILLS AND EXPERTISE

Site Planning (for Commercial and Residential Development)

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Subdivision Design

Infrastructure Design AutoCAD

Civil 3D

Microstation

#### CONTACT INFORMATION

2039 Main Street Daphne, Alabama 36526 T (251) 380 - 8733 clark.cathey@gmcnetwork.com



## **Clark Cathey**Goodwyn Mills Cawood Project Designer

#### PERSONAL

Married for 44 years to Betty Urbanek Cathey who is a retired educator from the Baldwin County Board of Education. . 2 adult children. Daughter, Heather Cathey who works in Healthcare as a LICSW, PIP at Curo Health Services and son, Justin Cathey, who works at Collins Aerospace as a Manufacturing Engineer Manager. One grandchild, Owen Cathey.

#### CIVIC SERVICE

Former Mayor, Town of Elberta:

Served 20 years on the Elberta Town Council as a council member, mayor pro-tem and mayor.

Human Development Committee Member: Alabama League of Municipalities.

Former Chairman, Town of Elberta Board of Adjustments.

Former Chairman, Town of Elberta Planning Commisiion.

29 year member of the Optimist Club of Foley: Currently serving as Treasurer. Have also served 3 terms as president and two terms as Lt. Governor for the Alabama-Mississippi District of Optimist International.

Former Chairman of the Board for the Baldwin County Heritage Museum, Elberta, Al.

Former board director for The South Baldwin Chamber of Commerce.

Former board director of the South Baldwin United Way.

Former board director (ad-hoc) for the Baldwin County Economic Development Alliance.

#### SOUTH BALDWIN COUNTY HEALTH CARE AUTHORITY

#### South Baldwin Regional Medical Center 1613 North McKenzie Street, Foley, Alabama 36535 (251) 949-3454 (Administration) Michael Elder, Executive Director

#### General Board Information:

Appointed by Baldwin County Commission
Nine (9) members, term of each member is six (6) years
All members must reside in Baldwin County
Originally incorporated as "South Baldwin County Hospital Corporation" in 1956
Reincorporated as "South Baldwin County Health Care Authority" in 1990
Statutory Authority - §22-21-310, et seq., Code of Alabama 1975

#### Important:

In the event of a Vacancy (**Due to pending term to expire**) - Authority shall nominate three (3) names for each place that is to become vacant by Resolution of Authority which is certified and forwarded to County Commission not more than 90 days, nor less than 10 days, prior to the expiration of a respective term - If forwarded Resolution which was certified in above stated timelines County Commission shall choose one (1) name, of the three (3) names, for each place that becomes vacant. Notwithstanding the aforementioned, the County Commission reserves any authority granted by Alabama law.

In the event of a Vacancy (**Due to a death**) - Authority shall nominate three (3) names for each place that is vacant by Resolution of Authority which is certified and forwarded to County Commission within 30 days following such death - If forwarded Resolution which was certified in above stated timelines County Commission shall choose one (1) name, of the three (3) names, for each place that is vacant. Notwithstanding the aforementioned, the County Commission reserves any authority granted by Alabama law.

| SLOT | MEMBERS   | APPOINTED/REAPPOINTED   | TERM OF<br>OFFICE | EXPIRATION DATE |
|------|---|---|-------------------|-----------------|
| 1    | Ms. Marge Moore<br>2476 Cedarwood Drive<br>Foley, AL 36535            | Re-appointed 03/16/2021 for a pro-rata reduced term                                 | 6 years           | 02/05/2027      |
| 2    | Mr. Melvin Pettibone<br>14236 County Road 32<br>Summerdale, AL 36580  | Re-appointed 03/16/2021 for a pro-rata reduced term                                 | 6 years           | 02/05/2027      |
| 3    | Mr. Ernie Langham<br>15834 County Road 73<br>Foley, AL 36535          | Re-appointed 03/16/2021 for a pro-rata reduced term                                 | 6 years           | 02/05/2027      |
| 4    | Mr. John Lee<br>25655 Stapleton Lane<br>Loxley, AL 36551              | Appointed 09/20/2016 to replace Lionel Gustafson for a pro-rata reduced term        | 6 years           | 06/01/2022      |
| 5    | Mr. Aubon Clyde Abrams, Jr.<br>9496 Lakeview Drive<br>Foley, AL 36535 | Reappointed 09/20/2016 for a pro-rata reduced term                                  | 6 years           | 06/01/2022      |
| 6    | Mr. Arthur Holk<br>302 West Satsuma Avenue<br>Foley, AL 36535         | Reappointed 09/20/2016 for a pro-rata reduced term                                  | 6 years           | 06/01/2022      |
| 7    | Mr. John Boller<br>P. O. Box 133<br>Gulf Shores, AL 36547             | Appointed 06/05/2018 for a pro-rata reduced term to replace John Andrew Schaff, Sr. | 6 years           | 06/01/2024      |

#### **SOUTH BALDWIN COUNTY HEALTH CARE AUTHORITY – Cont.** SLOT MEMBERS APPOINTED/REAPPOINTED TERM OF **EXPIRATION OFFICE** DATE 8 Mr. Clark Stewart Reappointed 06/05/2018 term continuing from 6 years 06/01/2024 06/01/2018 P.O. Box 1747 Foley, AL 36536 9 Ms. Sandra S. Russell Reappointed 06/05/2018 term continuing from 06/01/2024 6 years 06/01/2018 117 West Rosetta Avenue Foley, AL 36535

**REVISED: 03/16/2021 kmr** 



#### **Baldwin County Commission**

#### **Agenda Action Form**

File #: 23-0018, Version: 1 Item #: FA3

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 12/5/2022

Item Status: New

From: Ronald J. Cink, Budget Director/Interim County Administrator

Submitted by: Anu Gary, Administrative Services Manager

#### **ITEM TITLE**

Revision of Baldwin County Commission Policy #2.22 - Baldwin County Firearms Policy

#### STAFF RECOMMENDATION

Adopt revised Baldwin County Commission Policy #2.22 - Baldwin County Firearms Policy and incorporate said policy to the Baldwin County Policies and Procedures Book.

The effective date of the revised policy is January 1, 2023.

#### **BACKGROUND INFORMATION**

Previous Commission action/date: October 1, 2013 - Policy #2.22 adopted by BCC.

**Background:** The proposed policy revision is prompted by the passage of Act 2022-133 and the Governor signing the Act to become law effective January 1, 2023. Policy #2.22 has been revised to reflect the changes in the State law and at this time, the proposed changes are ready to be approved and implemented.

#### FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

#### LEGAL IMPACT

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

Reviewed/approved by: Approved by Brad Hicks, County Attorney 11/08/2022 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 and CIS

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

Admin. staff update Policy Books and upload revised policy to BCAP.

<u>Administration</u> - Determine applicable facilities, approve sign design and send to all Facility Coordinators.

<u>Facility Coordinators</u> - Order signs for public facing doors of applicable county facilities. Forward copy of the policy to building contacts (all offices and supervisors in each facility)

Email copy of revised policy to:

Sheriff Huey Hoss Mack
Chief Deputy Anthony Lowery
Presiding Judge Clark Stankoski
District Attorney Bob Wilters
Elected County Officials
BCC Department Heads and Supervisors

Additional instructions/notes: N/A



#### **BALDWIN COUNTY COMMISSION**

|                          | POLICY #2.22                           |
|--------------------------|--|
| Subject                  | Baldwin County Firearms Policy         |
| Date Adopted             | TBD (Policy effective January 1, 2023) |
| Agenda Item              | TBD                                    |
| <b>Obsolete Versions</b> | October 1, 2013 Agenda Item KA3        |

#### **POLICY STATEMENT**

This policy outlines the Baldwin County Commission's policy on firearms on the premises and in the facilities over which the Baldwin County Commission exercises authority.

#### PROCEDURAL REQUIREMENT

Under authority of Act No. 2022-133, effective January 1, 2023, the following policy is in effect on all premises and in all facilities over which the Baldwin County Commission exercises authority:

- **Section 1.** Except as set forth herein and subject to applicable state and federal laws, rules and regulations, any person lawfully carrying a pistol in a vehicle or concealed on or about his or her person within this state shall be authorized to carry a pistol in any building, premises or facility over which the Baldwin County Commission exercises authority; provided, however, that, with the exception of those individuals set forth in Section 2, no person shall carry a firearm in the following, without the express permission of a person or entity with authority over the premises:
- 1) Inside the building of a sheriff's station.
- 2) Inside or on the premises of the Baldwin County Corrections Center, Community Corrections facility, or the Baldwin County Juvenile Detention Center.
- 3) Inside the Baldwin County Courthouse in Bay Minette, the Satellite Courthouses in Fairhope and Foley, a courthouse annex as defined by Code of Alabama § 13A-11-61.2(a)(4)(b)(1)

- and (2), a building in which a District Attorney's office is located, a building in which the county commission is currently having a regularly scheduled or specially called meeting or the primary office of any elected official.
- 4) Inside any other building or facility to which access of unauthorized persons and prohibited articles is limited during normal hours of operation by the continuous posting of guards and the use of other security features, including, but not limited to, magnetometers, key cards, biometric screening devices, or turnstiles or other physical barriers that prevent persons entering the facility from bringing prohibited items into the facility.
- 5) Inside any other place where possession of a firearm or a pistol is prohibited by federal or state law or may be prohibited by federal or state law.
- **Section 2.** Subject to applicable state and federal laws, rules and regulations, any elected Alabama county or state official, law enforcement officer, retired judge, or assistant district attorney who lawfully carries a pistol in a vehicle or concealed on or about his or her person within this state shall be expressly authorized to carry a pistol in any area of the Baldwin County Courthouse in Bay Minette and Satellite Courthouses in Fairhope and Foley and the Offices of the Baldwin County District Attorney.
- **Section 3.** The County Commission as the entity with authority over the premises shall place a notice at the public entrances of premises or buildings as listed in Section 1., alerting those entering that firearms are prohibited.
- **Section 4.** Prohibitions regarding the carrying of a firearm under this section shall not apply to law enforcement officers engaged in the lawful execution of their official duties.

#### FORMS/ATTACHMENTS/EXHIBITS

1. Act No. 2022-133

# ACT #2022 - 133

| 2 | 218888-3   |
|---|--|
| 3 | By Representatives Stringer, Jones (M), McCutcheon, Brown (C), |
| 4 | Marques, Oliver, Gaston, Sorrell, Lipscomb, Wilcox, Wheeler,   |
| 5 | Shedd, Stadthagen, Collins, Treadaway, Estes, Moore (P),       |
| 6 | Hanes, Smith, Standridge, Robbins, Mooney, Meadows, Whorton,   |
| 7 | Crawford, Ledbetter, Fincher, Wingo, Holmes, Dismukes, Carns,  |
| 8 | Isbell, Robertson, Wadsworth, Wood (D), Kiel and Harbison      |
| 9 | RFD: Public Safety and Homeland Security                       |

10 First Read: 03-FEB-22

1 HB272



2 ENROLLED, An Act,

3 Relating to firearms; to amend Sections 13A-11-7, 4 13A-11-50, 13A-11-61.2, 13A-11-62, 13A-11-71, 13A-11-74, 5 13A-11-85, and 13A-11-90, Code of Alabama 1975, to delete 6 certain language regarding the carrying of a visible pistol; 7 to revise certain penalties for carrying weapons unlawfully; 8 to delete certain language regarding the carrying of a 9 concealed pistol; to revise certain restrictions on the 10 carrying or possession of firearms at certain locations; to 11 eliminate the requirement for a person to obtain a concealed 12 carry permit to lawfully carry a pistol; to revise the 13 definition of shotgun; to revise language regarding an employee storing a firearm in the employee's vehicle; to 14 15 require persons to disclose a concealed pistol or firearm to a law enforcement officer under certain conditions; to authorize 16 a law enforcement officer to temporarily take a person's 17 firearm into custody, under certain conditions; to prohibit 18 19 the knowing touching of a firearm during a law enforcement 20 investigative stop, under certain conditions; to create a 21 program to issue grants to offices of sheriff to replace 22 pistol permit revenue; to make nonsubstantive, technical revisions to update the existing code language to current 23 style; to repeal Sections 13A-11-55 and 13A-11-73, Code of 24 25 Alabama 1975, relating to the carrying or possession of a

| 1  |   | weapon, to repeal certain restrictions on the carrying or     |
|----|---|---|
| 2  |   | possession of a firearm on certain property or in a motor     |
| 3  | , | vehicle; to authorize the temporary taking into custody of a  |
| 4  |   | firearm by a law enforcement officer, under certain           |
| 5  |   | conditions; to provide further for policies of two-year or    |
| 6  |   | four-year institutions of higher education regarding firearm  |
| 7  |   | possession on grounds of that institution; and in connection  |
| 8  |   | therewith would have as its purpose or effect the requirement |
| 9  |   | of a new or increased expenditure of local funds within the   |
| 10 |   | meaning of Amendment 621 of the Constitution of Alabama of    |
| 11 |   | 1901, as amended by Amendment 890, now appearing as Section   |
| 12 | • | 111.05 of the Official Recompilation of the Constitution of   |
| 13 |   | Alabama of 1901, as amended.                                  |
| 14 |   | BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:                  |
|    |   |   |

Section 1. Sections 13A-11-7, 13A-11-50, 15 13A-11-61.2, 13A-11-62, 13A-11-71, 13A-11-74, 13A-11-85, and 16 13A-11-90, Code of Alabama 1975, are amended to read as 17 follows: 18

"§13A-11-7. 19

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- "(a) A person commits the crime of disorderly conduct if, with intent to cause public inconvenience, annoyance, or alarm, or recklessly creating a risk thereof, he or she does any of the following:
- "(1) Engages in fighting or in violent tumultuous or 24 25 threatening behavior.

| 1   | "(2) Makes unreasonable noise.                                 |
|-----|--|
| 2   | "(3) In a public place uses abusive or obscene                 |
| 3   | language or makes an obscene gesture.                          |
| 4   | "(4) Without lawful authority, disturbs any lawful             |
| . 5 | assembly or meeting of persons.                                |
| 6   | "(5) Obstructs vehicular or pedestrian traffic, or a           |
| 7   | transportation facility.                                       |
| 8   | "(6) Congregates with other person in a public place           |
| 9   | and refuses to comply with a lawful order of law enforcement   |
| 10  | to disperse.   |
| 11  | "(b) Disorderly conduct is a Class C misdemeanor.              |
| 12  | "(c) It shall be a rebuttable presumption that the             |
| 13  | The mere carrying of a visible pistol, holstered or otherwise  |
| 14  | secured on or about one's person, without brandishing the      |
| 15  | weapon, in a public place, in and of itself, is not a          |
| 16  | violation of this section. For purposes of this subsection,    |
| 17  | "brandishing" shall mean the waving, flourishing, displaying,  |
| 18  | or holding of an item in a manner that is threatening or would |
| 19  | appear threatening to a reasonable person, with or without     |
| 20  | explicit verbal threat, or in a wanton or reckless manner.     |
| 21  | "(d) Nothing in Act 2013-283 shall be construed to             |
| 22  | prohibit law enforcement personnel who have reasonable         |
| 23  | suspicion from acting to prevent a breach of the peace or from |

taking action to preserve public safety.

"\$13A-11-50.

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"Except as otherwise provided in this Code, a A person who, in violation of this article, carries concealed about his or her person a bowie knife or knife or instrument of like kind or description or in a vehicle a pistol or firearm of any other kind or an air gun shall, on conviction, be fined not less than \$50.00 nor more than \$500.00, and may also be imprisoned in the county jail or sentenced to hard labor for the county for not more than six months guilty of a Class B misdemeanor.

"\$13A-11-61.2.

- "(a) In addition to any other place limited or prohibited by state or federal law, a person, including a person with a permit issued under Section 13A-11-75(a)(1) or recognized under Section 13A-11-85, may not knowingly possess or carry a firearm in any of the following places without the express permission of a person or entity with authority over the premises:
- "(1) Inside the building of a police, sheriff, or highway patrol station.
- "(2) Inside or on the premises of a prison, jail, halfway house, community corrections facility, or other detention facility for those who have been charged with or convicted of a criminal or juvenile offense.

| 1 | "(3) Inside a facility which that provides inpatient          |
|---|---|
| 2 | or custodial care of those with psychiatric, mental, or       |
| 3 | emotional disorders.  |
| 4 | "(4)a. Inside a courthouse, courthouse annex, a               |
| 5 | building in which a district attorney's office is located, or |
| 6 | a building in which a county commission or city council is    |

"b. For purposes of this subdivision, "courthouse annex" means either of the following:

currently having a regularly scheduled or specially called

meeting or the primary office of any elected official.

- "1. A building constructed, purchased, or repurposed as part of a courthouse complex, judicial complex, or probate court, for so long as the building is actively and regularly used for that purpose.
- "2. A building or part of a building that, by order of any judge or probate judge, is having regularly scheduled or specially called judicial proceedings. A building or part of a building that is a courthouse annex pursuant to this subparagraph shall be a courthouse annex only for the duration of the judicial proceedings and any other related activities that the judge orders necessary.
- "(5) Inside any facility hosting an athletic event not related to or involving firearms which is sponsored by a private or public elementary or secondary school or any private or public institution of postsecondary education,

| 1 | unless | the                 | person              | has  | а   | permit | issu∈ | ed under | Section    |
|---|--------|---------------------|---------------------|------|-----|--------|-------|----------|------------|
| 2 | 13A-11 | –75 <del>-(</del> a | <del>a) (1)</del> o | r re | coc | nized  | under | Section  | 13A-11-85. |

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- "(6) Inside any facility hosting a professional athletic event not related to or involving firearms, unless the person has a permit issued under Section 13A-11-75 (a) (1) or recognized under Section 13A-11-85.
- "(b)(1) Notwithstanding the provisions of subsection (a), and in addition to any other place where possession of a firearm or a pistol is prohibited by federal or state law or may be prohibited pursuant to federal or state law, including, but not limited to, Section 13A-11-52, a person, including a person with a permit issued under Section 13A-11-75 (a) (1) or recognized under Section 13A-11-85, may not, without the express permission of a person or entity with authority over the premises, may not knowingly possess or carry a firearm inside any building or facility to which access of unauthorized persons and prohibited articles is limited during normal hours of operation by the continuous posting of guards and the use of other security features, including, but not limited to, magnetometers, key cards, biometric screening devices, or turnstiles or other physical barriers that prevent all persons entering the facility from bringing prohibited items into the facility.
  - "(2) It is not a violation of subsection (a) or (b) to knowingly possess or carry a firearm at a location

| 1 | described in subsection (a) or (b) if the location is also a |
|---|--|
| 2 | sheriff's office that issues pistol permits and the pistol   |
| 3 | remains inside of a locked vehicle at all times while the    |
| 4 | person is on the premises.                                   |

- "(3) Nothing in this subsection otherwise restricts the possession, transportation, or storage of a lawfully possessed firearm or ammunition in an employee's privately owned motor vehicle while parked or operated in a public or private parking area provided the employee complies with the requirements of Section 13A-11-90.
- "(c) The person or entity with authority over the premises set forth in subdivisions (1) to (6), inclusive, of subsection (a) and subsection (b) shall place a notice at the public entrances of such premises or buildings alerting those entering that firearms are prohibited.
- "(d) Except as provided in subdivisions (5) and (6) of subsection (a), any Any firearm on the premises of any facility set forth in subdivision (1) of subsection (a), or subdivisions (4) to (6) inclusive, of subsection (a), or subsection (b) must shall be kept from ordinary observation and locked within a compartment or in the interior of the person's motor vehicle or in a compartment or container securely affixed to the motor vehicle.
- "(e) A violation of subsection (a), (b), or (d) is a Class C misdemeanor.

| 1 | "(f) This section shall not prohibit any person from         |
|---|--|
| 2 | possessing a firearm within the person's residence or during |
| 3 | ingress or egress thereto.                                   |

- "(g) Prohibitions regarding the carrying of a firearm under this section shall not apply to law enforcement officers engaged in the lawful execution of their official duties or a qualified retired law enforcement officer. For purposes of this section, qualified retired law enforcement officer shall mean a retired officer who meets all of the following requirements:
- "(1) Was separated from service in good standing from service with a public agency as a law enforcement officer.
- "(2) Before separation, was authorized by law to engage in or supervise the prevention, detection, investigation, or prosecution of, or the incarceration of any person for, any violation of law, and had statutory powers of arrest.
- "(3) Before separation, served as a law enforcement officer for an aggregate of 10 years or more and separated from service with such agency, after completing any applicable probationary period of such service, due to a service-connected disability, as determined by the agency.
- "(4) During the most recent 12-month period, has met, at the expense of the individual, the standards for

qualification in firearms training for active law enforcement officers, as determined by the former agency of the individual, the state in which the individual resides or, if the state has not established such standards, either a law enforcement agency within the state in which the individual resides or the standards used by a certified firearms instructor that is qualified to conduct a firearms qualification test for active duty officers within that state.

- "(5) Has not been officially found by a qualified medical professional employed by the agency to be unqualified for reasons relating to mental health, and as a result, will not be issued the photographic identification described in subdivision (8) and has not entered into an agreement with the agency from which the individual is separating from service in which that individual acknowledges he or she is not qualified under this section for reasons relating to mental health and for those reasons will not receive or accept the photographic identification as described in subsection subdivision (8).
- "(6) Is not under the influence of alcohol or another intoxicating or hallucinatory drug or substance.
- "(7) Is not prohibited by state or federal law from receiving a firearm.
- 23 "(8) Is carrying any of the following identification
  24 documents:

"a. A photographic identification issued by the agency from which the individual separated from service as a law enforcement officer that identifies the person as having been employed as a police officer or law enforcement officer and indicates that the individual has, not less recently than one year before the date the individual is carrying the concealed firearm, been tested or otherwise found by the agency to meet the active duty standards for qualification in firearms training as established by the agency to carry a firearm of the same type as the concealed firearm.

"b. A photographic identification issued by the agency from which the individual separated from service as a law enforcement officer that identifies the person as having been employed as a police officer or law enforcement officer, and a certification issued by the state in which the individual resides or by a certified firearms instructor who is qualified to conduct a firearms qualification test for active duty officers within that state that indicates that the individual, not less than one year before the date the individual is carrying the concealed firearm, has been tested or otherwise found by the state or a certified firearms instructor who is qualified to conduct a firearms qualification test for active duty officers within that state to have met either of the following:

| L | "1. The active duty standards for qualification in         |
|---|--|
| 2 | firearms training, as established by the state, to carry a |
| 3 | firearm of the same type as the concealed firearm.         |

- "2. If the state has not established such standards, standards set by any law enforcement agency within that state to carry a firearm of the same type as the concealed firearm.
- "(h) Nothing in this section shall be construed to authorize the carrying or possession of a firearm where prohibited by federal law.

"\$13A-11-62.

"For purposes of this division, the following terms shall have the following meanings, unless the context clearly indicates otherwise:

- "(1) FIREARM. Definition is same as provided in As defined under Section 13A-8-1(4).
- "(2) RIFLE. Any weapon designed or redesigned, made or remade, and intended to be fired from the shoulder and designed or redesigned and made or remade to use the energy of the explosive in a fixed metallic cartridge to fire only a single projectile through a rifled bore for each pull of the trigger.
- "(3) (5) SHOTGUN. A weapon designed or redesigned, made or remade, and intended to be fired from the shoulder and designed or redesigned and made or remade to use the energy of the explosive in a fixed shotgun shell to fire through a

smooth bore either a number of ball shot or a single projectile for each single pull of the trigger.

"(4)(3) SHORT-BARRELED RIFLE. A rifle having one or more barrels less than 16 inches in length and any weapon made from a rifle (whether by alteration, modification, or otherwise) if such weapon, as modified, has an overall length of less than 26 inches.

"(5) (4) SHORT-BARRELED SHOTGUN. A shotgun having one or more barrels less than 18 inches in length and any weapon made from a shotgun (whether by alteration, modification, or otherwise) if such weapon as modified has an overall length of less than 26 inches.

"\$13A-11-71.

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"Any person who commits or attempts to commit If any person shall commit or attempt to commit a crime of violence when armed with a pistol, he may, in addition to the punishment provided for the crime, may additionally be punished also as provided by this division. In the trial of a person for committing or attempting to commit a crime of violence, the fact that he was armed with a pistol and had no license to carry the same shall be prima facie evidence of his intention to commit said crime of violence.

"\$13A-11-74.

"The provisions of Section  $\frac{13A-11-73}{13A-11-72}$   $\frac{13A-11-72}{13A-11-72}$  shall not apply to marshals, sheriffs, prison and jail wardens'

and their regularly employed deputies, policemen police officers and other law enforcement officers of any state or political subdivision thereof, or to the members of the Army, Navy or, Marine Corps, Air Force, or Space Force of the United States or of the National Guard, or to the members of the National Guard organized reserves or state guard organizations when on duty or going to or from duty, or to the regularly enrolled members of any organization duly authorized to purchase or receive such the weapons from the United States or from this state; provided, that such those members are at or are going to or from their places of assembly or target practices, or to officers or employees of the United States duly authorized to carry a pistol, or to any person engaged in manufacturing, repairing, or dealing in pistols, or the agent or representative of such a person possessing, using, or carrying a pistol in the usual or ordinary course of such pistol manufacturing, repairing, or dealing business, or to any common carrier, except taxicabs, licensed as a common carrier, or to any person permitted by law to possess a pistol while carrying it unloaded in a secure wrapper, from the place of purchase to his or her home or place of business, or to or from a place of repair or in moving from one place of abode or business to another.

"\$13A-11-85.

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| 1  | "(a) A person licensed to carry a handgun in any                            |
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| 2. | state shall be authorized to carry a handgun in this state.                 |
| 3  | This section shall apply to a license holder from another                   |
| 4  | state only while the license holder is not a resident of this               |
| 5  | state. A license holder from another state shall carry the                  |
| 6  | handgun in compliance with the laws of this state. $\underline{\text{The}}$ |
| 7  | issuance of a permit to carry a pistol pursuant to Section                  |
| 8  | 13A-11-75 or the recognition of a nonresident license under                 |
| 9  | this section does not impose a general prohibition on the                   |
| 10 | carrying of a pistol without a permit.                                      |

"(b) The Attorney General is authorized to may enter into reciprocal agreements with other states for the mutual recognition of licenses to carry handguns and shall periodically publish a list of states which recognize licenses issued pursuant to Section 13A-11-75.

"\$13A-11-90.

"(a) Except as provided in subdivision (b), a public or private employer may restrict or prohibit its employees, including those with a permit issued or recognized under Section 13A-11-75, from carrying firearms while on the employer's property or while engaged in the duties of the person's employment.

"(b) (1) A public or private employer may not restrict or prohibit the transportation or storage of a lawfully possessed firearm pistol or ammunition for that pistol in an

| 1  | employee's privately owned motor vehicle while parked or       |
|----|--|
| 2  | operated in a public or private parking area; provided, that   |
| 3  | the employee satisfies all of the following conditions:        |
| 4  | "a. The motor vehicle is operated or parked in a               |
| 5  | location where it is otherwise permitted to be.                |
| 6  | "b. The pistol is either of the following:                     |
| 7  | "1. In a motor vehicle attended by the employee,               |
| 8  | kept from ordinary observation within the person's motor       |
| 9  | vehicle.   |
| 10 | "2. In a motor vehicle unattended by the employee,             |
| 11 | kept from ordinary observation and locked within a             |
| 12 | compartment, container, or in the interior of the person's     |
| 13 | privately owned motor vehicle or in a compartment or container |
| 14 | securely affixed to the motor vehicle.                         |
| 15 | "(2) A public or private employer may not restrict             |
| 16 | or prohibit the transportation or storage of a lawfully        |
| 17 | possessed firearm legal for use for hunting in Alabama other   |
| 18 | than a pistol, or ammunition for that firearm, in an           |
| 19 | employee's privately owned motor vehicle while parked or       |
| 20 | operated in a public or private parking area if the employee   |
| 21 | satisfies all of the following:                                |
| 22 | " <del>(1) The employee either:</del>                          |
| 23 | "a. Has a valid concealed weapon permit; or                    |
| 24 | "b. If the weapon is any firearm legal for use for             |
| 25 | hunting in Alabama other than a pistol:                        |

| 1    | " <del>i.</del> <u>a.</u> The employee possesses a valid Alabama |
|------|--|
| 2    | hunting license <del>7.</del>                                    |
| 3    | "ii. b. The weapon is unloaded at all times on the               |
| 4    | property <del>.</del>  |
| 5    | "iii. c. It is during a season in which hunting is               |
| 6    | permitted by Alabama law or regulation 7.                        |
| 7    | "iv. d. The employee has never been convicted of any             |
| 8    | crime of violence as that term is defined in Section             |
| 9    | 13A-11-70, nor of any crime set forth in Chapter 6 of Title      |
| 10   | 13A, nor is subject to a Domestic Violence Order, as that term   |
| 11   | is defined in Section 13A-6-1417.                                |
| 12   | " v. The employee does not meet any of the factors               |
| 13   | set forth in Section 13A-11-75(a)(1)a.1-8; and                   |
| . 14 | "vi. e. The employee has no documented prior                     |
| 15   | workplace incidents involving the threat of physical injury or   |
| 16   | which resulted in physical injury.                               |
| 17   | " $\frac{(2)}{f.}$ The motor vehicle is operated or parked in a  |
| 18   | location where it is otherwise permitted to be.                  |
| 19   | " $\frac{(3)}{g}$ The firearm is either of the following:        |
| 20   | "a. $1$ . In a motor vehicle attended by the employee,           |
| 21   | kept from ordinary observation within the person's motor         |
| 22   | vehicle.   |
| 23   | " $b. 2.$ In a motor vehicle unattended by the                   |
| 24   | employee, kept from ordinary observation and locked within a     |

compartment, container, or in the interior of the person's

privately owned motor vehicle or in a compartment or container securely affixed to the motor vehicle.

- "(c) If an employer believes that an employee presents a risk of harm to <a href="himself/herself">himself</a>, herself</a>, or to others, the employer may inquire as to whether the employee possesses a firearm in his or her private motor vehicle. If the employee does possess a firearm in his or her private motor vehicle on the property of the employer, the employer may make any inquiry necessary to establish that the employee is in compliance with subsection (b).
- "(1) If the employee is not in compliance with subsection (b), the employer may take adverse employment action against the employee, in the discretion of the employer.
- "(2) If the employee has been in compliance with subsection (b) at all times, the employer may not take adverse employment action against the employee based solely on the presence of the firearm.
- "(d) If an employer discovers by other means that an employee is transporting or storing a firearm in his or her private motor vehicle, the employer may not take any adverse employment action against the employee based solely on the possession of that firearm if the employee has complied with the requirements in subsection (b).

| 1 | "(e) Nothing in this section shall prohibit an                 |
|---|--|
| 2 | employer from reporting to law enforcement a complaint based   |
| 3 | upon information and belief that there is credible evidence of |
| 4 | any of the following:  |

- "(1) That the employee's motor vehicle contains:
- "a. A firearm prohibited by state or federal law.
- "b. Stolen property or a prohibited or illegal item other than a firearm.
- "(2) A threat made by an employee to cause bodily harm to themselves or others.
- "(f) If law enforcement officers, pursuant to a valid search warrant or valid warrantless search based upon probable cause, exigent circumstances, or other lawful exception to the search warrant requirement, discover a firearm prohibited by state or federal law, stolen property, or a prohibited or illegal item other than a firearm, the employer may take adverse employment action against the employee.
- "(g) However, Notwithstanding subsection (f), if the employee has fully complied with the requirements of subsection (b) and does not possess a firearm prohibited by state or federal law, that employee is entitled to recovery as specified in this subsection for any adverse employment action against the employee. If demand for the recovery has not been satisfied within 45 calendar days, the employee may file a

civil action in the appropriate court of this state against
the public or private employer. A plaintiff is entitled to
seek an award of all of the following:

- "(1) Compensation, if applicable, for lost wages or benefits.
  - "(2) Compensation, if applicable, for other lost remuneration caused by the termination, demotion, or other adverse action.
  - "(h) The license requirements set forth in sections (b) (1) and (b) (1) b.i. subdivision (b) (1) are for the purposes of this section only in order to determine whether an employee may transport or store a lawfully possessed firearm or ammunition in an employee's privately owned motor vehicle while parked or operated in a public or private parking area owned by the employer and shall not be construed to otherwise expand the requirements for the lawful possession of a firearm. These requirements shall not be interpreted to mean that the laws of the State of Alabama create any new connection between the possession of a hunting license and the right of a citizen to keep and bear arms.
  - "(i) Prohibitions regarding the carrying of a firearm under this section shall not apply to law enforcement officers engaged in the lawful execution of their official duties.

"(j) Nothing in this section shall be construed to
authorize the transportation, carrying, storing, or possession
of a firearm or ammunition where prohibited by federal law."

Section 2. The issuance of a permit to carry a pistol pursuant to Section 13A-11-75, Code of Alabama 1975, or the recognition of a nonresident license pursuant to Section 13A-11-85, Code of Alabama 1975, does not impose a general prohibition on the carrying of a pistol without a permit.

Section 3. Any person who knowingly possesses a pistol or firearm concealed on or about his or her person or in a vehicle occupied by the person, and who is asked by a law enforcement officer operating in the line or scope of his or her official duties whether he or she is armed with a concealed pistol or firearm, shall immediately inform the law enforcement officer that the person is in possession of a pistol or firearm.

Section 4. (a) A person who is the driver or occupant of any motor vehicle that is stopped as a result of a traffic stop or as a result of a stop for another law enforcement purpose and who is transporting or has a loaded handgun in the motor vehicle or commercial motor vehicle shall not knowingly touch the handgun with his or her hands or fingers at any time after a person known to be a law enforcement officer begins approaching and before the law enforcement officer terminates contact with the person, unless

| 1 | the person has contact with the loaded handgun pursuant to, |
|---|---|
| 2 | and in accordance with, directions given by the law         |
| 3 | enforcement officer.  |

(b) A violation of this section is a Class A misdemeanor.

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Section 5. (a) If at any time during an investigation a law enforcement officer acting in the lawful discharge of the officer's official duties has a reasonable suspicion that an individual is engaged or is about to be engaged in criminal conduct, or the officer determines that a reasonable person would believe that it is necessary for the protection of the officer, individual, or any other individual, the officer may temporarily take into custody the firearm that could be used to engage in criminal conduct or to cause harm to the officer, individual, or any other individual.

(b) While the firearm is in the law enforcement officer's possession, and if the officer has a reasonable suspicion that an individual is engaged or is about to be engaged in criminal conduct, the law enforcement officer may conduct a search of any available local, state, or federal criminal history and weapons databases to determine whether the individual is prohibited from possessing the firearm or whether the firearm should not be returned to the individual pursuant to state or federal law.

| 1 | (c) The law enforcement officer shall return the            |
|---|---|
| 2 | firearm to the individual before discharging the individual |
| 3 | from the scene if the officer determines that both of the   |
| 4 | following are fulfilled:                                    |

- (1) The individual is not an immediate threat to the officer, individual, or any other individual.
- (2) The individual has not committed a violation that results in the arrest of the individual.

Treasury a fund to be known as the Local Government Pistol
Permit Revenue Loss Fund, into which there is automatically
appropriated five million dollars (\$5,000,000) annually or so
much as necessary to maintain a balance of two million dollars
(\$2,000,000) in the fund, at the beginning of each fiscal year
for the three fiscal years following the effective date of
this section. The fund shall consist of both of the following:

- (1) All appropriations made to the fund.
- (2) Any gifts, grants, or donations made to the fund from any source.
- (b) The Alabama Department of Economic and Community Affairs shall use and expend the fund pursuant to subsection (c). Any necessary expenses of the department in implementing the provisions of this section shall also be paid out of the fund.

(c)(1) The Alabama Department of Economic and 1 2 Community Affairs may make quarterly grants to any county in 3 which the sheriff has provided the required reports as set out in the Minimum Accounting Requirements for the Office of 4 5 Sheriff established by the Department of Examiners of Public Accounts, specifically regarding the number of pistol permits б 7 purchased in that county and the revenue received from pistol 8 permit fees issued pursuant to Section 13A-11-75, Code of ` 9 Alabama 1975, for fiscal years 2022 and 2023. Any grants 10 awarded to a county pursuant to this subsection may not exceed the amount of revenue received from pistol permit fees by that 11 12 county in fiscal year 2022, as indicated within the reports to 13 the Department of Examiners of Public Accounts. Any amounts exceeding these revenues shall be remitted back to the Local 14 15 Government Pistol Permit Revenue Loss fund at the end of each 16 fiscal year. Grant funds shall be used by a county only for the same purposes for which pistol permit fees were authorized 17 18 to be expended within that county on the effective date of 19 this section. 20 (2) The Department of Economic and Community Affairs 21

(2) The Department of Economic and Community Affairs shall make grants under this subsection only to an office of sheriff that, at time of submission of a report to the Department of Examiners of Public Accounts pursuant to subdivision (1), has certified in writing that each pistol permit issued by that office of sheriff in the preceding

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quarter was issued only following completion of a background check through the National Instant Criminal Background Check System (NICS) and that the office of sheriff, within the preceding 12 months, has trained each employee, officer, or agent involved in the issuance of pistol permits on how and when to perform a NICS background check.

- (d) No later than January 15, 2023, and thereafter on a quarterly basis, the Department of Examiners of Public Accounts shall provide all reports referenced in subsection (c) to the Department of Economic and Community Affairs.
- (e) This section shall be repealed four years following the effective date of this section. At that time, any monies remaining in the fund that are not committed for the purpose of this section shall be transferred to the State General Fund.
- (f) No monies may be withdrawn or expended from the fund for any purpose unless the monies have been appropriated by the Legislature. Any monies appropriated shall be budgeted and allotted pursuant to the Budget Management Act in accordance with Article 4 of Chapter 4 of Title 41, and only in the amounts provided by the Legislature in the general appropriations act or other appropriations act, and only for the purposes of this act.

| 1 | (g) Each county receiving grant funds pur           | suant (c) |
|---|---|-----------|
| 2 | shall establish a separate fund in the county treas | ury to    |
| 3 | account for the grant funds and expenditure of the  | funds.    |

Section 7. Nothing within Article 3 of Chapter 11 of Title 13A, Code of Alabama 1975, shall be construed to diminish or otherwise affect property rights under state law not within that title.

Section 8. (a) Notwithstanding any provision of state law to the contrary, the governing body of each two-year or four-year institution of higher education may adopt policies governing the possession of firearms or other weapons on grounds owned or controlled by the institution. The governing body may not adopt a policy in conflict with federal law.

- (b) A policy adopted under subsection (a) shall allow for individuals not otherwise prohibited from possession of a firearm by state or federal law to possess a firearm and ammunition for that firearm in the individual's privately owned motor vehicle while parked or operated on the grounds of the institution; provided, that the individual satisfies all of the following conditions:
- (1) If the firearm is a pistol, the individual is not generally prohibited from possession of a pistol by state or federal law.

HB272

| 1  | (2) If the firearm is any firearm legal for use for            |
|----|--|
| 2  | hunting in Alabama other than a pistol:                        |
| 3  | a. The individual possesses a valid Alabama hunting            |
| 4  | license.   |
| 5  | b. The firearm is unloaded at all times on the                 |
| 6  | grounds.   |
| 7  | c. It is during a season in which hunting is                   |
| 8  | permitted by Alabama law or regulation.                        |
| 9  | d. The individual has never been convicted of any              |
| 10 | crime of violence as that term is defined in Section           |
| 11 | 13A-11-70, Code of Alabama 1975, nor of any crime set forth in |
| 12 | Chapter 6 of Title 13A, Code of Alabama 1975, nor is subject   |
| 13 | to a domestic violence order, as that term is defined in       |
| 14 | Section 13A-6-141, Code of Alabama 1975.                       |
| 15 | e. The individual has no documented prior incidents            |
| 16 | on the grounds of the institution involving the threat of      |
| 17 | physical injury or which resulted in physical injury to        |
| 18 | another.   |
| 19 | (3) The motor vehicle is operated or parked in a               |
| 20 | location where it is otherwise permitted to be.                |
| 21 | (4) The firearm is either of the following:                    |
| 22 | a. In a motor vehicle attended by the individual,              |

kept from ordinary observation within the individual's motor

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vehicle.

| 1 | b. In a motor vehicle unattended by the individual,            |
|---|--|
| 2 | kept from ordinary observation and locked within a             |
| 3 | compartment, container, or in the interior of the individual's |
| 4 | privately owned motor vehicle or in a compartment or container |
| 5 | securely affixed to the motor vehicle.                         |

- (c) It is the intent of the Legislature that constitutionally created boards of trustees of institutions of higher education comply with this section.
- Section 9. The following sections are hereby repealed:

- (1) Section 13A-11-55, Code of Alabama 1975, relating to indictments for carrying weapons unlawfully.
- (2) Section 13A-11-73, Code of Alabama 1975, relating to possession of an unloaded pistol in motor vehicle.

Section 10. This act shall not be construed to diminish or otherwise limit the power of a law enforcement officer under existing law to detain, investigate, or arrest a person for a violation of law.

Section 11. Although this bill would have as its purpose or effect the requirement of a new or increased expenditure of local funds, the bill is excluded from further requirements and application under Amendment 621, as amended by Amendment 890, now appearing as Section 111.05 of the Official Recompilation of the Constitution of Alabama of 1901,

## HB272

| 1 | as amended, because the bill defines a new crime or amends the |
|---|--|
| 2 | definition of an existing crime.                               |
| 3 | Section 12. This act shall become effective on                 |
| 4 | January 1, 2023, following its passage and approval by the     |
| 5 | Covernor or its otherwise becoming law                         |

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Senate

1 2 Mac Mcatchen 3 4 Speaker of the House of Representatives 5 6 President and Presiding Officer of the Senate 7 House of Representatives 8 I hereby certify that the within Act originated in 9 and was passed by the House 22-FEB-22, as amended. 10 Jeff Woodard 11 12 Clerk 13 14 03-MAR-22 15 Senate Amended and Passed Passed, as amended by Conference Com-16 House 10-MAR-22

10-MAR-22

TIME

GOVERNOR

Alabama Secretary Of State

Act Num...: 2022-133 Bill Num...: H-272

04:48pmSLF

Bill Num...: H-E/E

Recvid 03/10/22

mittee Report

mittee Report

Passed, as amended by Conference Com-

| SPONSOR   | HOUSE ACTION   | SENATE ACTION  |
|---|--|--|
| Stringer  |  | DATE: 2-22   |
| Jones (M) Wadsworth McCutcheon Wood (D) Brown (C) Kiel Marques Harbison Oliver Gaston Sorrell Lipscomb Wilcox Wheeler | I HEREBY CERTIFY THAT THE RESOLUTION AS REQUIRED IN SECTION C OF ACT NO. 81-889 WAS ADOPTED AND IS ATTACHED TO THE BILL, H.B. 272  YEAS 0 NAYS 33  JEFF WOODARD, Clerk | This Bill was referred to the Standing Committee of the Senate on  and was acted upon by such Committee in session and is by order of the Committee returned therefrom with a favorable report w/amend(s) 2 w/sub by a vote of |
| Shedd Stadthagen Collins Treadaway Estes Moore (P) Hanes Smith Standridge Robbins                                     | I HEREBY CERTIFY THAT THE NOTICE & PROOF IS ATTACHED TO THE BILL, H.B. AS REQUIRED IN THE GENERAL ACTS OF ALABAMA, 1975 ACT NO. 919.  JEFF WOODARD, Clerk              | yeas 6 nays 4 abstain 1 this 2nd day of March 2022 Chairperso  DATE: 3-2  RF FAV (2AMD) _RD  |
| Mooney Meadows Whorton Crawford Ledbetter Fincher Wingo Holmes Dismukes Carns Isbell Robertson                        | CONFERENCE COMMITTEE  House Conferees Stringer Allen  Jones M Barfost  Howard Sigleton   | DATE:  RE-REFERRED RE-COMMITTED  Committee  I hereby certify that the Resolution a required in Section C of Act No. 81-88 was adopted and is attached to the Bi  HB PARIS PATRICK HARRIS Secretar                              |
|   |  | FURTHER SENATE ACTION (OVER)   |



## **Baldwin County Commission**

## **Agenda Action Form**

File #: 23-0180, Version: 1 Item #: FA4

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 12/5/2022

Item Status: New

From: Ronald J. Cink, Budget Director/Interim County Administrator

Submitted by: Anu Gary, Administrative Services Manager

#### **ITEM TITLE**

Appointed Contract Employees - Considerations Related to Employment Contracts

#### STAFF RECOMMENDATION

<u>Discussion item only at this time</u> - Discuss contracts for appointed employees.

Based on the discussion during the December 5<sup>th</sup> meeting, and as directed by the Commission, staff will have an agenda item prepared for a future Commission meeting for contract approvals.

Related to the Employment Contracts between the Baldwin County Commission and the Appointed Contract Employees, take the following actions:

1) Budget Director - Considerations Related to Employment Contract

Authorize and approve the execution of the Employment Contract between the Baldwin County Commission and <u>TBD</u> applicable to the position of <u>Budget Director</u>, with an annual compensation of <u>TBD</u>, with said Contract being effective on <u>TBD</u> and expiring on <u>TBD</u>.

2) Building Official - Considerations Related to Employment Contract

Authorize and approve the execution of the Employment Contract between the Baldwin County Commission and <u>TBD</u> applicable to the position of <u>Building Official</u>, with an annual compensation of \$TBD, with said Contract being effective on <u>TBD</u> and expiring on <u>TBD</u>.

3) Clerk/Treasurer - Considerations Related to Employment Contract

Authorize and approve the execution of the Employment Contract between the Baldwin County Commission and <u>TBD</u> applicable to the position of <u>Clerk/Treasurer</u>, with an annual compensation of \$TBD, with said Contract being effective on <u>TBD</u> and expiring on <u>TBD</u>.

4) <u>Communication and Information Systems Director - Considerations Related to Employment Contract</u>

Authorize and approve the execution of the Employment Contract between the Baldwin County Commission and <u>TBD</u> applicable to the position of Communication and Information Systems Director, with an annual compensation of \$<u>TBD</u>, with said Contract being effective on <u>TBD</u> and expiring on <u>TBD</u>.

#### 5) County Administrator - Considerations Related to Employment Contract

Authorize and approve the execution of the Employment Contract between the Baldwin County Commission and <u>TBD</u> applicable to the position of <u>County Administrator</u>, with an annual compensation of \$TBD, with said Contract being effective on <u>TBD</u> and expiring on <u>TBD</u>.

## 6) County Engineer - Considerations Related to Employment Contract

Authorize and approve the execution of the Employment Contract between the Baldwin County Commission and <u>TBD</u> applicable to the position of <u>County Engineer</u>, with an annual compensation of \$TBD, with said Contract being effective on <u>TBD</u> and expiring on <u>TBD</u>.

## 7) <u>Development and Environmental Director (Solid Waste) - Considerations Related to</u> Employment Contract

Authorize and approve the execution of the Employment Contract between the Baldwin County Commission and <u>TBD</u> applicable to the position of <u>Development and Environmental Director</u>, with an annual compensation of \$TBD, with said Contract being effective on <u>TBD</u> and expiring on <u>TBD</u>.

# 8) <u>Emergency Management Director - Considerations Related to Employment Contract</u>

Authorize and approve the execution of the Employment Contract between the Baldwin County Commission and <u>TBD</u> applicable to the position of <u>Emergency Management Director</u>, with an annual compensation of <u>\$TBD</u>, with said Contract being effective on <u>TBD</u> and expiring on <u>TBD</u>.

## 9) Juvenile Detention Director - Considerations Related to Employment Contract

Authorize and approve the execution of the Employment Contract between the Baldwin County Commission and <u>TBD</u> applicable to the position of <u>Juvenile Detention Director</u>, with an annual compensation of <u>\$TBD</u>, with said Contract being effective on <u>TBD</u> and expiring on <u>TBD</u>.

## 10) Personnel Director - Considerations Related to Employment Contract

Authorize and approve the execution of the Employment Contract between the Baldwin County Commission and <u>TBD</u> applicable to the position of <u>Personnel Director</u>, with an annual compensation of <u>\$TBD</u>, with said Contract being effective on <u>TBD</u> and expiring on <u>TBD</u>.

#### BACKGROUND INFORMATION

**Previous Commission action/date:** The Commission currently has nine Employment Contracts for the 10 appointed contract positions. The current employment contracts expire 11/16/2022. The contracts must be cancelled or continued within 90 days of the Commission taking office for the 2022 -2026 Term.

**Background:** According to local legislation applicable to Baldwin County, a certain and limited number of Baldwin County Commission administrative positions shall be appointed contract employees. Section 45-2-120.12 of the Code of Alabama (1975) reads, in part, as follows:

One appointed employee position may be filled by the judge of probate which position shall be designated chief clerk.

Two appointed employee positions may be filled by the revenue commissioner which positions shall be designated chief clerk of collections and chief appraiser.

Three appointed employee positions may be filled by the sheriff which positions shall be designated chief deputy, chief jailer, and chief of the civil division.

The following shall be appointed contract employees: county administrator, emergency management director, juvenile detention director, personnel director, building official, clerk/treasurer, county engineer, development and environmental director, budget director, and communication and information systems director.

Each of the appointed contract employees shall be employed under contract with the commission. Each contract shall include at a minimum the following provisions:

- 1) A provision for termination and severance.
- 2) A job description for the position.
- 3) An annual written evaluation to be reviewed with the employee and retained by the commission in the employee's personnel file.
- 4) A provision that the contract will be nonbinding on the successor commission after each four-year election; however, the contracts must be cancelled or continued within 90 days of the successor commission taking office.
- 5) A provision that any appointed contract employee employed by the county commission may not be subject to any action to cancel or not to renew the contract or in any other manner dismiss or terminate the contract employee except by a three-fourths vote of the elected members of the county commission.

#### FINANCIAL IMPACT

Total cost of recommendation: TBD

Budget line item(s) to be used: TBD

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

#### **LEGAL IMPACT**

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

Reviewed/approved by: N/A

Additional comments: N/A

#### ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

#### **FOLLOW UP IMPLEMENTATION**

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

Individual(s) responsible for follow up: Commission Administration; Personnel

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

- 1) Ensure full execution of employment contract as soon as approved. Coordinate with appointed employees to attend the <u>TBD</u> meeting or sign prior to BCC approval.
- 2) Provide a copy of the fully executed contract to the employee via email, original contracts to Deidra Hanak, Personnel Director, copy kept in Admin. contract files with note re: where original is filed.
- 3) Upload contract to BCAP / Contracts Online.
- 4) Update Contract Employees List with contract approval dates and relevant info.

Additional instructions/notes: N/A

STATE OF ALABAMA )
COUNTY OF BALDWIN )

#### EMPLOYMENT CONTRACT

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

#### WITNESSETH:

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

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

The following shall be appointed contract employees: County administrator, emergency management director, juvenile detention director, personnel director, building official, clerk/treasurer, county engineer, development and environmental director, budget director and communication and information systems director. Each of the appointed contract employees shall be employed under contract with the commission. Each contract shall include at a minimum the following provisions:

- (1) A provision for termination and severance.
- (2) A job description for the position.
- (3) An annual written evaluation to be reviewed with the employee and retained by the commission in the employee's personnel file.

- (4) A provision that the contract will be nonbinding on the successor commission after each four-year election; however, the contracts must be cancelled or continued within 90 days of the successor commission taking office.
- (5) A provision that any appointed contract employee employed by the county commission may not be subject to any action to cancel or not to renew the contract or in any other manner dismiss or terminate the contract employee except by a three-fourths vote of the elected members of the county commission.

WHEREAS, the Baldwin County Commission, during its <u>insert date here</u>, regular meeting, voted to employ the Appointed Contract Employee as **Title Here**; and

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

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

## Article I.

### **RECITALS**

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

#### Article II.

#### **DEFINITIONS**

With Cause: A reason exists, which may or may not be made public

at the sole discretion of the Baldwin County

Commission in accordance with applicable state law.

Without Cause: At the sole discretion of the Baldwin County

Commission and without the need for a reason.

Severance Pay: Also known as separation pay; money (apart from back

wages or salary) paid by the Baldwin County

Commission to a dismissed Appointed Contract Employee in accordance with the terms of this Agreement.

#### Article III.

#### **TERM(S) AND PERIOD OF EMPLOYMENT**

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

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

#### Article IV.

#### PERIOD OF PERFORMANCE AND NON-BINDING EFFECT

The effective date of this Employment Contract shall be <u>insert date here</u>, and shall be for a term until <u>insert date here</u>, subject to the terms and conditions of this Employment Contract and applicable state law. In the event the Baldwin County Commission, by a three-

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

(90) days of the successor Baldwin County Commission taking office, the Appointed Contract Employee shall not be entitled to severance pay pursuant to this Employment Contract unless formally authorized and approved by the Baldwin County Commission.

#### Article V.

#### SCOPE OF SERVICES/ DUTIES

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

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

The Appointed Contract Employee shall devote his/her time, full ability, and attention to the business of the Baldwin County Commission without interruption during the term of this Employment Contract. The Appointed Contract Employee shall not directly or indirectly

render any services of a business, commercial or professional nature to any other person or organization, whether for compensation or otherwise, without the prior written consent of the Baldwin County Commission.

#### Article VI.

#### STANDARD OF PERFORMANCE

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

## Article VII.

#### **COMPENSATION**

The Appointed Contract **Employee** shall be paid for his/her performance under this Employment Contract based upon an annual rate of salary of <u>insert written amount here</u> (\$\frac{\text{insert number amount here}}{\text{.}}\$). Said salary shall be due and payable in bi-weekly (every two weeks) installments and to coincide with the payment of the salary and/or payroll of other employees of the Baldwin County Commission. In addition, the Appointed Contract Employee shall be entitled to longevity pay on the same terms and conditions as full-time employees of Baldwin County in accordance with the Baldwin County Commission

Employee Handbook, as the same may be amended, in the sole discretion of the Baldwin County Commission. Except as expressly provided in this Article VII, the Appointed Contract Employee shall not be entitled to any additional compensation unless approved by the Baldwin County Commission, in its sole discretion.

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

#### **Article VIII.**

#### **BENEFITS**

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

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

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

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

#### Article IX.

#### **TERMINATION**

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

In the event that the Appointed Contract Employee is terminated without cause, the Baldwin County Commission shall pay to the Appointed Contract Employee severance pay in an amount equal to one-twelfth (1/12th) of the Appointed Contract Employee's annual gross salary, with the exclusion of benefits, as specifically stated herein, i.e. (\$insert number amount here). In the event that the Appointed Contract Employee is terminated with cause, interpreted and as determined solely by the Baldwin County Commission, he/she shall forfeit

any and all rights to severance pay and shall not be entitled to receive the same unless formally authorized and approved by the Baldwin County Commission.

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

The Appointed Contract Employee may cancel or terminate this Employment Contract at any time by giving two (2) weeks written notice of such cancellation or termination, and upon such cancellation or termination, said Appointed Contract Employee shall be entitled to the paid benefits for unused annual leave that has accrued to which any other salaried-exempt employee of the Baldwin County Commission would be entitled upon separation in accordance with the terms, conditions and limitations set forth in the Baldwin County Commission Personnel Handbook, as the same may be amended. The Appointed Contract Employee shall not be paid any accrued sick leave except in the case of retirement in accordance with the terms, conditions and limitations set forth in the Baldwin County Commission Personnel Handbook, as the same may be amended. However, said Appointed

Contract Employee shall not be entitled to receive any severance pay pursuant to this Employment Contract. Any other payments due for accrued leave time, as determined and calculated by the Baldwin County Commission, shall be paid in a lump sum to the Appointed Contract Employee within one month of his/her official termination date.

#### Article X.

## **APPOINTED CONTRACT EMPLOYEE EVALUATION**

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

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

#### Article XI.

#### **DISPUTES**

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

#### **Article XII.**

#### REMEDIES NOT EXCLUSIVE

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

#### Article XIII.

## **SEVERABILITY**

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

### Article XIV.

#### **ASSIGNMENT**

The Appointed Contract Employee shall not assign any of his/her rights nor transfer any of his/her obligations under this Employment Contract without the prior written consent

of the Baldwin County Commission, and any attempt to so assign or so transfer without such consent shall be void, without legal effect and shall constitute grounds for cancellation or termination of the Appointed Contract Employee and this Employment Contract.

#### Article XV.

#### NO WAIVER OF DEFAULT

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

#### Article XVI.

#### ENTIRE CONTRACT AND AMENDMENT

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

#### **Article XVII.**

#### **COMPLIANCE WITH THE LAW**

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

#### Article XVIII.

#### **ALABAMA LAW**

The laws of the State of Alabama shall govern this Employment Contract. Any litigation regarding this Employment Contract or its contents shall be filed, if in state court, in the County of Baldwin or, if in a federal court, the Federal District Court for the Southern District of Alabama.

#### Article XIX.

#### **AUTHORITY**

All parties to this Employment Contract warrant and represent that they have the power and the authority to enter into this Employment Contract in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity (ies), person(s), or firm(s), and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Employment Contract have been fully complied with. Furthermore, by entering into this Employment Contract, the Appointed Contract Employee hereby warrants that the Appointed

Contract Employee shall not have breached the terms or conditions of any other contract or agreement to which the Appointed Contract Employee is obligated.

#### Article XX.

#### **NOTICES**

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

#### Article XXI.

#### **CAPTIONS**

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

#### **Article XXII.**

#### **RULE OF CONSTRUCTION**

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

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

|                                 | BALDWIN COUNTY COMN                       | BALDWIN COUNTY COMMISSION |  |  |
|---------------------------------|---|---------------------------|--|--|
| ATTEST:                         | By:CHARLES F. GRUBER As Its: Chairman     | /                         |  |  |
| NAME HERE<br>As Its: Title Here |   |                           |  |  |
|                                 | INSERT NAME HERE<br>(APPOINTED CONTRACT I | EMPLOYEE)                 |  |  |
|                                 | NAME HERE                                 | Date                      |  |  |

#### **NOTARY PAGE TO FOLLOW**

| STATE OF ALABAMA )   |   |
|--|---|
| COUNTY OF BALDWIN )  |   |
| County in said State, hereby certify that and, whose name COMMISSION, a county commission a signed to the foregoing instrument and this day that, being informed of the cont | , a Notary Public, in and for said CHARLES F. GRUBER, whose name as Chairman as of the BALDWIN COUNTY and political subdivision of the State of Alabama, are who are known to me, acknowledged before me or ents of the instrument, they, as such officers and with arily for and as the act of said county commission. |
| Given under my hand and seal th  | is, 20  |
|  | Notary Public, Baldwin County, Alabama<br>My Commission Expires:  |
| STATE OF ALABAMA )   |   |
| COUNTY OF BALDWIN )  |   |
| foregoing instrument and who is know   | , a Notary Public, in and for said that insert name here, whose name is signed to the rn to me, acknowledged before me on this date, being nent, he/she executed the same voluntarily on the day  |
| Given under my hand and seal th  | is theday of, 20  |
|  |   |
|  | Notary Public: Baldwin County, Alabama<br>My Commission Expires:  |



## **Baldwin County Commission**

## **Agenda Action Form**

Meeting Type: BCC Regular Meeting

Meeting Date: 12/5/2022 Item Status: Addendum

From: Wanda Gautney, Purchasing Director

Submitted by: Wanda Gautney, Purchasing Director

#### **ITEM TITLE**

Competitive Bid #WG23-09 - Purchase of One (1) New 2023 Chevrolet Tahoe 4WD Z71 or Equivalent for the Baldwin County Commission

#### STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the specifications and authorize the Purchasing Director to place a competitive bid for the purchase of one (1) new 2023 Chevrolet Tahoe 4WD Z71 or equivalent for District 3 Commissioner with the funding source from Commission Contingency Funds and the sale of District 3 Commissioner's 2020 Chevrolet Tahoe to the Solid Waste Department; 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

**Background:** The District 3 Commissioner has requested that a competitive bid be placed for the purchase of one (1) new 2023 Chevrolet Tahoe 4WD Z71 for their District. At this time no Chevrolet Tahoe's can be purchased off the State of Alabama Contract so therefore, a competitive bid will need to be placed for the purchase of the vehicle. The vehicle that is currently being driven by the Commissioner will be sold to the Solid Waste Department at 80% of Kelley's Blue Book value with the remaining funding to come from Commission Contingency Funds.

Previous Commission action/date: N/A

#### FINANCIAL IMPACT

Total cost of recommendation: TBD

**Budget line item(s) to be used:** Commission Contingency Funds and proceeds from the sale of 2020 Chevrolet Tahoe to Solid Waste Department.

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?  $\ensuremath{\text{N/A}}$ 

Reviewed/approved by: N/A

Additional comments: N/A

#### ADVERTISING REQUIREMENTS

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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: 12/05/2022

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

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

Additional instructions/notes: N/A

2

#### **BID #WG23-09 SPECIFICATIONS**

These specifications shall be construed as minimum. Should manufacturer's current published data or specifications exceed these, such standards shall be considered minimum and furnished. All integral parts not specifically mentioned in the scope of these specifications that are necessary to provide a complete working unit shall be furnished. The vehicle must be new and a current production model.

Bidders shall give a unit price as indicated on the Bid Response Form. The price bid shall include all applicable charges, destination charges, delivery charges, Title Fees, rebates and any other similar cost and refunds on the Vehicle. The purchase price shall not include extended warranty cost.

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

Award will be to the lowest responsible bidder meeting specifications. It is not the policy of the Baldwin County Commission to purchase on the basis of low bid only. Quality, conformity with specifications, purchase for which required, terms of delivery, finance package, resale value of equipment, and fast service and experience are among the factors that will be considered in determining the responsive bidder.

#### **BID RESPONSE FORM:**

Each supplier should use the Response Form provided for their bid. All warranties and exceptions are to be attached to the back of the Response Form. The Bid Guarantee should be attached to the front of the Response form. All exceptions must be listed and attached to the Bid Response Form.

#### **WARRANTY:**

Bidders shall submit a copy of the manufacturer's standard warranty along with a complete explanation of the warranty with their bid.

#### TITLE INFORMATION

Title shall have the following address listed as OWNER:

Baldwin County Commission 312 Courthouse Square, Suite 11 Bay Minette, AL 36507

Physical Address: Baldwin County Commission 322 Courthouse Square Bay Minette, AL 36507

#### **DELIVERY:**

Not more than **ninety** (**90**) **days** after receipt of order or as soon as possible. Lead time shall be designated on the Bid Response Form. Delivery shall be to the Purchasing Office located at 257 Hand Avenue, Bay Minette, AL 36507. Delivery shall be set up with Wanda Gautney at (251) 580-2520.

## **Specifications for One (1) New 2023 Chevrolet Tahoe 4WD 4dr Z71 or equivalent**

ALL STANDARD EQUIPMENT THAT COMES ON THE 2023 CHEVROLET TAHOE 4WD 4DR Z71

2023 CHEVROLET TAHOE 4WD Z71

5.3L ECOTEC 3 V8 WITH DYNAMIC FUEL MANAGEMENT

10-SPEED AUTOMATIC ELECTRONICALLY CONTROLLED WITH OVERDIRIVE, INCLUDES TRACTION SELECT STYSTEM INCLUDING TOW/HAUL

SUSPENSTION PACKAGE, PREMIUM SMOOTH RIDE

**REAR AZLE 3.23 RATIO** 

KEYLESS START, PUSH BUTTON

AUTOMATIC STOP/START

ENGINE CONTROL STOP/START SYSTEM DISABLE BUTTON, NON-LATCHING

FRONT BUCKET SEATS HEATED DRIVER AND FRONT PASSENGER

SECOND ROW HEATED 60/40 SPLIT-FOLDING BENCH, MANUAL

THIRD ROW 60/40 SPLIT-FOLDING BENCH, MANUAL

**EQUIPMENT GROUP 202A** 

WHEELS 20" X 9" MACHINED ALUMINUM WITH TECHNICAL GRAY POCKETS

TIRES 275/60R20SL – ALL TERRAIN

**FULL SIZE SPARE** 

LOP, ASSIST STEPS, TUBULAR BLACK

#### **OPTIONS TO INCLUDE:**

Z71 PREFERRED EQUIPMENT OFF-ROAD PKG W/360 CAMERA

TRAILER BRAKE CONTROLLER

FLOOR LINERS/CARPETMATS, RWS 1 & 2

CONTROL TRAC WITH 3.73 EDLS
CHEVROLET CO-PILOT ASSIST
FRONT LISCENSE PLATE BRACKET

**Exterior Color: Black** 

Interior Color: Gideon/Very Dark, Leather appointed seating surfaces  $1^{st}$  and  $2^{nd}$  row (interior color with lighter/darker tow-tone effect.

### BID #WG23-09 RESPONSE FORM

| Purchase of One (1) New 2023 Chevrolet Tahoe 4WD Z71 or equivalent                              |
|---|
| Page 1 of 2   |
| Date:   |
| Out of State or If yes,<br>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 orx<br>Yes No                                  |
| If yes, must attach a copy of the financing agreement and all conditions to this response from. |
| Financing Agency Authorized Signature   |

BID #WG23- RESPONSE FORM
Purchase of One (1) New 2023 Chevrolet Tahoe 4WD Z71 or equivalent

| One (1) New 2023 C | <u>nevroiet 1 anoë 4 </u> | WD Z/1 or equiva | aieni |
|--------------------|---------------------------|------------------|-------|
| Make/Model:        |                           |                  |       |
| Amount Bid: \$     |                           |                  |       |
| Delivery Time:     | days                      |                  |       |

Brochures showing the equipment offered shall be attached to this Response Form.

All exceptions must be listed and attached to the bid response form.



## **Baldwin County Commission**

### Agenda Action Form

**Meeting Type:** BCC Regular Meeting

**Meeting Date**: 12/5/2022 **Item Status**: Addendum

From: Ronald J. Cink, Budget Director/Interim County Administrator

Submitted by: Anu Gary, Administrative Services Manager

#### **ITEM TITLE**

Acceptance of Resignation of Juvenile Detention Director

#### STAFF RECOMMENDATION

Accept the resignation of Ron Ballard, Juvenile Detention Director, effective February 1, 2023.

#### **BACKGROUND INFORMATION**

Background: N/A

Previous Commission action/date: 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?  $\,N/A\,$ 

1

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

2



## **Baldwin County Commission**

## **Agenda Action Form**

File #: 23-0291, Version: 1 Item #: GA3

**Meeting Type:** BCC Regular Meeting

Meeting Date: 12/5/2022 Item Status: Addendum

**From:** The Honorable Teddy J. Faust, Jr., Revenue Commissioner **Submitted by:** Susan Hill, Administrative Support Specialist IV

#### ITEM TITLE

Prime Data, LLC - Extension of Professional Services Agreement for General Programming and Consulting

#### STAFF RECOMMENDATION

Approve an extension to the Professional Services Agreement between the Baldwin County Commission and Prime Data, LLC for general programming and consulting services for an additional nine (9) months, from December 2022 to August 2023, at a total cost of \$15,600.00.

(\$6,000.00 for December 2022, and a reduced rate of \$1,200.00 for each subsequent month, not to exceed 36 months from the original effective date of November 2, 2021.)

#### BACKGROUND INFORMATION

**Previous Commission action/date:** <u>05/03/2022</u> - The BCC approved an extension to the Professional Services Agreement between Prime Data, LLC and Baldwin County Commission (Baldwin County Revenue Commissioner) for general programming and consulting services related to the conversion from DELTA Computer Systems.

<u>11/02/2021</u> - The BCC approved the Professional Services Agreement with Prime Data, LLC.

**Background:** The current Agreement with Prime Data, LLC expires on December 1, 2022. Revenue Commissioner Teddy J. Faust, Jr., is requesting the Commission extend this Agreement for an additional nine (9) months to ensure the conversion is properly fulfilled. The vendor has agreed to reduce the pricing to \$1,200.00 beginning January 1, 2023.

#### FINANCIAL IMPACT

Total cost of recommendation: \$15,600.00

Budget line item(s) to be used: 12051810.51500

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

#### **LEGAL IMPACT**

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

Reviewed/approved by: N/A

Additional comments: N/A

#### ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

#### **FOLLOW UP IMPLEMENTATION**

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

Individual(s) responsible for follow up: Administration

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

Administration prepare correspondence and mail to:

Prime Data, LLC Attn: John Robertson 70380 Highway 21 Ste 2 #253 Covington, Louisiana 70433-8128

Additional instructions/notes: N/A

2

#### December 5, 2022

Prime Data, LLC Attn: John Robertson 70380 Highway 21 Ste 2 #253 Covington, Louisiana 70433-8128

RE: Prime Data, LLC - Extension of Professional Services Agreement for General Programming and Consulting

Dear Mr. Robertson:

The Baldwin County Commission, during its regularly scheduled meeting held on December 5, 2022, approved an extension to the *Professional Services Agreement* between the Baldwin County Commission and Prime Data, LLC for general programming and consulting services for an additional nine (9) months, from December 2022 to August 2023, at a total cost of \$15,600.00.

(\$6,000.00 for December 2022, and a reduced rate of \$1,200.00 for each subsequent month, not to exceed 36 months from the original effective date of November 2, 2021.)

Please accept this letter as an extension to the original *Professional Services Agreement*. Sign and return to this office attention Commission Administration Staff. A **fully executed <u>copy</u>** of the *Agreement* will be returned to you for your files.

If you have any questions or need further assistance, please do not hesitate to contact me or Teddy J. Faust, Jr., Revenue Commissioner, at (251) 937-0264.

Sincerely,

CHARLES F. GRUBER, Chairman Baldwin County Commission

| CONSULTANT:     | COMMISSION:               |
|-----------------|---------------------------|
| Prime Data, LLC | Baldwin County Commission |
| By:             | By:                       |
| Name:           | Name: Charles F. Gruber   |
| Its:            | Its: Chairman             |
| Date:           | Date:                     |
|                 |                           |
|                 |                           |

CG/jb Item GA3

ENCLOSURE(S)



#### COUNTY COMMISSION

BALDWIN COUNTY 312 Courthouse Square, Suite 12 BAY MINETTE, ALABAMA 36507 (251) 937-0264

Fax (251) 580-2500 www.baldwincountyal.gov

November 2, 2021

MEMBERS
DISTRICT 1. JAMES E. BALL
2. JOE DAVIS, III
3. BILLIE JO UNDERWOOD
4. CHARLES E GRUBER

Prime Data, LLC Attn: John Robertson

11275 U.S. Highway 98 W, Ste 316 Miramar Beach, Florida 32550-6909

RE: Prime Data, LLC - Professional Services Agreement for General Programming and Consulting Services

Dear Mr. Robertson:

The Baldwin County Commission, during its regularly scheduled meeting held on November 2, 2021, as requested by the Honorable Teddy Faust, Baldwin County Revenue Commissioner, took the following action:

Authorized me, as Chairman, to execute the *Professional Services Agreement* between Prime Data, LLC, and the Baldwin County Commission (Baldwin County Revenue Commissioner) for general programming and consulting services related to the conversion from DELTA Computer Systems.

The term of this *Agreement* is effective the date of the last party to execute. This is a month-to-month *Agreement* and may be renewed at the mutual consent of the parties. The estimated term of this *Agreement* is 6 to 8 months.

Enclosed is the **fully executed copy** of the *Agreement* for your files.

If you have any questions or need further assistance, please do not hesitate to contact me at (251) 937-0330 or Teddy J. Faust Jr., Revenue Commissioner at (251) 937-0245.

Sincerely,

JAMES E. BALL, Chairman Baldwin County Commission

JB/clc Item BJ2

cc: The Honorable Teddy J. Faust Jr.

Susan Hill

ENCLOSURE(S)



MIRAMAR BEACH, FL 32550

251-802-0957 support@primedatallc.net

## Professional Services Agreement Prime Data LLC

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into between the Prime Data, LLC, a Florida limited liability company, and the Baldwin County Commission (Baldwin County Revenue Commissioner) and is effective the date of the last party to execute below.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein and in the Service Addendum attached hereto and incorporated herein, and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged, the County and Prime Data do hereby agree as follows:

#### **Definitions**

"Agreement" means this document and any written amendments thereto.

"Service" means the programming, data transfer assistance, documentation and other professional services necessary to complete the objectives herein described.

"Service Charges" means the specific price and/or price schedule agreed upon in in this agreement.

"Service Addendum" means the details of the type and quantity of service and pricing.

"Advance Payments" means the amounts specified in the Service Addendum that are non-refundable payments to initiate Service.

"Network" means the collection of routers, switches and communication channels that provide access to the Internet and connectivity of computer systems contemplated in this agreement.

"Prime Data" means Prime Data LLC, a Florida limited liability company.

"Client" means you and/or your designated agent.

"Parties" means Prime Data and Client.



#### MIRAMAR BEACH, FL 32550

251-802-0957 support@primedatallc.net

#### **Terms and Conditions**

- 1. <u>Service Charges and Billing</u>. Client agrees to pay the Service Charges outlined in the Services Addendum. Service Charges do not include shipping charges (if any), which shall be billed in addition to the Service Charges and shall be the responsibility of the Client.
- **1.1** Advance Payments. Upon the execution of the Agreement, any Advance Payments are due and payable. Advance Payments shall accompany the signed agreements as a condition of acceptance by Prime Data.
- **1.2 Payment.** All Service Charges and other fees will be due within thirty (30) days of the date of invoice. Late payments will accrue interest at rate of eight percent (8%) per annum.
- 2. <u>Resale</u>. Client cannot resell the Service to any third party without Prime Data's prior written approval.
- 3. <u>Disclaimer of Third Party Actions and Control</u>. Prime Data does not and cannot control the flow of data to or from the Network and other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or inaction caused by these third parties can produce situations in which Client connections to the Internet (or portions thereof) may be impaired or disrupted. Prime Data cannot guarantee that such situations will not occur and, accordingly, Prime Data disclaims any and all liability resulting from or related to such events.
- 4. No Warranty. Prime Data makes no warranties or representations of any kind for the services being offered. The service is provided on an "as is" and "as available" basis without warranties of any kind, either express or implied, including but not limited to warranties of title, non-infringement, or implied warranties of merchantability or fitness for a particular purpose. No advice or information given by Prime Data or its agents or employees shall create a warranty. Under no circumstances shall Prime Data or Client be liable for any direct, indirect, special, punitive, or consequential damages. If you are dissatisfied with Prime Data service or any of its terms, conditions, rules, policies, guidelines, or practices, your sole and exclusive remedy is to discontinue the Service.

#### 5. Indemnification.

**5.1 By Client.** Client will indemnify, defend and hold harmless Prime Data, its directors, officers, employees, affiliates and clients (collectively, the Prime Data Covered Entities ) from and against any



#### **MIRAMAR BEACH, FL 32550**

251-802-0957 support@primedatallc.net

and all claims, actions or demands brought against any of the Prime Data Covered Entities as a direct result of the Services.

- 5.2 By Prime Data. Prime Data will indemnify, defend and hold harmless Client, its directors, officers, employees and affiliates (collectively, the Client Covered Entities) from and against any and all claims, actions or demands brought against any of the Client Covered Entities as a direct result of the Services.
- 6. Notice Procedure. Prime Data will provide Client with prompt written notice of each Client Covered Claim of which Prime Data becomes aware, and, at Prime Data's sole option, Prime Data may elect to participate in the defense and settlement of any Client Covered Claim, provided that such participation shall not relieve Client of any of its other obligations. Client shall have the right to control the defense of any Client Covered Claim. Client will provide Prime Data with prompt written notice of each Prime Data Covered Claim of which Client becomes aware, and at Client's sole option, Client may elect to participate in the defense and settlement of Prime Data Covered Claim, provided that such participation shall not relieve Prime Data of any of its obligations. Prime Data shall control the defense of any Prime Data Covered Claim.
- 7. <u>Term</u>. This is a month to month Agreement and may be renewed at the mutual consent of Prime Data and Client. Prices are subject to change for each renewal period.

#### 8. Termination.

- **8.1 Nonpayment.** Prime Data may suspend Service to Client if any amount due hereunder is not paid in full within thirty (30) days after Client is in receipt of notice of nonpayment. To reinstate Service, Prime Data may require a fee not to exceed \$1,000 as compensation for the delay. Prime Data may terminate this Agreement if any amount due hereunder is not paid in full within forty-five (45) days after Client is in receipt of notice of nonpayment.
- **8.2** Bankruptcy. Prime Data may terminate this Agreement upon written notice to Client if Client becomes the subject of a petition in bankruptcy or any proceeding relating to insolvency, receivership, or liquidation for the benefit of creditors, if such petition or proceeding is not dismissed within 60 days of filing.
- **8.3 Acceptable Use Guidelines.** Client will at all times comply with and conform its use of the Service to generally accepted use guidelines.
- **8.4 For Other Cause.** Except as otherwise stated, either party may terminate this Agreement, with or without cause, upon thirty (30) days' written notice.



**MIRAMAR BEACH, FL 32550** 

251-802-0957 support@primedatallc.net

**8.5 Effect of Termination.** Upon termination of this Agreement Prime Data will cease providing the Services. Client is obligated for any outstanding payments due for Services provided prior to termination.

9. <u>Survival</u>. The Parties' respective representations, warranties, and covenants, together with obligations of indemnification, confidentiality and limitations on liability will survive the expiration, termination or rescission of this Agreement and continue in full force and effect.

#### 10. Miscellaneous Provisions.

10.1 Force Majeure. Other than with respect to failure to make payments due, neither party shall be liable under this Agreement for delays, failures to perform, damages, losses or destruction, or malfunction of any equipment, or any consequence thereof, caused or occasioned by, or due to fire, earthquake, flood, water, the elements, labor disputes or shortages, utility curtailments, power failures, explosions, civil disturbances, governmental actions, shortages of equipment or supplies, unavailability of transportation, acts or omissions of third parties, or any other cause beyond its reasonable control.

10.2 Confidentiality. Each party agrees that all information furnished to it by the other party, or information of the other party to which it has access under this Agreement, shall be deemed the confidential and proprietary information (collectively referred to as Confidential Information) of the Disclosing Party and shall remain the sole and exclusive property of the Disclosing Party (the party furnishing the Confidential Information referred to as the Disclosing Party and the other Party referred to as the Receiving Party). Each party shall use such information only to the extent necessary to perform its obligations hereunder, and, neither party may directly or indirectly disclose the same to anyone other than its employees on a need to know basis and who agree to be bound by the terms of this Section, without the written consent of the Disclosing Party. Information will not be deemed Confidential Information hereunder if such information: (i) is known to the Receiving Party prior to receipt from the Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (ii) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party; (iv) is independently developed by the Receiving Party; or (v) is required to be released by law or regulation, provided that the Receiving Party provide prompt written notice to the Disclosing Party of such impending release, and the Receiving Party cooperate fully with the Disclosing Party to minimize such release.



#### MIRAMAR BEACH, FL 32550

251-802-0957 support@primedatallc.net

**10.3 Assignment.** Neither party may assign its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of the other party.

**10.4** Notices. Any required notice hereunder may be delivered by mail or email to either party at the name and address on the signature page of this Agreement, or at such other address as such party may provide to the other by written notice. Such notice will be deemed to have been given upon confirmation of delivery.

**10.5 Relationship of Parties.** This Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between the parties.

**10.6 Choice of Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Alabama.

11. General. This Agreement, together with the Services Addendum is the complete agreement and understanding of the parties with respect to the subject matter hereof, and supersedes any other agreement or understanding, written or oral. This Agreement may be modified only through a written instrument signed by both parties. Should any provision of this Agreement be declared void or unenforceable, such provision will be deemed amended to achieve as nearly as possible the same economic effect as the original terms and the remainder of this Agreement will remain in full force and effect. If a conflict arises between a party's pre-printed business form and this Agreement, this Agreement will take precedence.

(Signature Pages Follow)



#### MIRAMAR BEACH, FL 32550

251-802-0957 support@primedatallc.net

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the last party to execute below. Commissioner James E Ball, Chairman Wayne Dyess, County Administrator Baldwin County Commission **Baldwin County Commission Baldwin County Revenue Commission** 10/28/2021 Teddy Faust, Baldwin County Revenue Commissioner Service Address 1705 U.S Huy. 31 S tfaust@baldwincountyal.gov Email Telephone 251-937-0245 **Prime Data:** Prime Data, LLC

By: John Robertson

Its: Member/Manager

Email

support@primedatallc.net

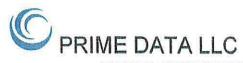
Mailing Address 11275 US Hwy 98 W

Ste 316

Miramar Beach, FL 32550-6909

Telephone

251 802 0957



#### **MIRAMAR BEACH, FL 32550**

251-802-0957 support@primedatallc.net

#### Services Addendum

Prime Data will provide general programming and consulting services for client. More specifically, provide technical documentation and narrative explanation of the program requirements which are unique to Baldwin County, including, but not limited to, the following:

-HB783 Exemptions – programs to maintain exemptions, preparation of tax bills with calculations to determine if exemption is allowed, marking records as exempt to make it easy for the user to determine the source of the values.

Fairhope Single Tax (FST) – statement preparation, export spreadsheet of values for FST, automated posting of all FST parcels upon receipt of payment.

Real Pays Personal – preparation of tax statements combining real and multiple personal property records into a single statement for both the taxpayer and mortgage company, automatic posting of payments when a single payment applies to both real and personal property taxes.

Condominium Pricing – unit and condo complex determination, price square foot, market adjustments.

Condominium Personal Property Pricing – process of determining personal property value as a function of the size of the condo without the need to enumerate all such items on a rendition.

Fire District Distribution – monthly settlement automatically splits the total of the fire district collections into separate checks for each of the fire districts.

Time Frame: The estimated term of this agreement is 6 to 8 months. This agreement may be extended by mutually agreeable terms.

Termination: Either party may terminate this agreement by providing 30 days written notice to the other party. Any outstanding amounts due shall be paid. Likewise, any over payment shall be refunded.

Advance Payment: None

Service Charges: \$6,000 per month payable in advance.

Client Signature:

Prime Data Signature:

Date:

Date: //-/-202



#### COUNTY COMMISSION

BALDWIN COUNTY

312 Courthouse Square, Suite 12

BAY MINETTE, ALABAMA 36507

(251) 937-0264

Fax (251) 580-2500

www.baldwincountyal.gov

May 3, 2022

Prime Data, LLC Attn: John Robertson 11275 U.S. Highway 98 W, Ste 316 Miramar Beach, Florida 32550-6909

MEMBERS

2. JOE DAVIS. III 3. BILLIE JO UNDERWOOD

4. CHARLES F. GRUBER

DISTRICT 1, JAMES E. BALL

Prime Data, LLC - Extension of Professional Services Agreement for

General Programming and Consulting

Dear Mr. Robertson:

The Baldwin County Commission, during its regularly scheduled meeting held on May 3, 2022, approved an extension to the *Professional Services Agreement* with Prime Data. LLC for general programming and consulting services for an additional six (6) months at the same price and terms as the original agreement approved on November 2, 2021, not to exceed 36 months from the original effective date.

Please accept this letter as an extension to the original *Professional Services Contract*, sign below and return the letter attention of Commission Administration Staff, at the above address. Upon receipt, a fully executed copy will be returned for your file.

If you have any questions or need further assistance, please do not hesitate to contact me or Teddy J. Faust, Jr., Revenue Commissioner, at (251) 937-0264.

Sincere

JAMES E. BALL, Chairman **Baldwin County Commission** 

CONSULTANT:

Prime Data, LLC

Name: JOHN ROBERT

Its: M&MBER /MAN

Date: 3

COMMISSION:

County Commission

Its: Chairman

Date: 5-25-2022

JB/clc Item BJ1

ENCLOSURE(S)



## **Baldwin County Commission**

## **Agenda Action Form**

File #: 23-0287, Version: 1 Item #: GA4

**Meeting Type:** BCC Regular Meeting

Meeting Date: 12/05/2022 Item Status: Addendum

From: Ronald J. Cink, Budget Director/Interim County Administrator; Cian Harrison, Clerk/Treasurer

Submitted by: Katrina Taylor, Grants Coordinator

#### ITEM TITLE

Resolution #2023-031 - Formal Program Amendment of the Community Development Block Grant (CDBG) Project Number CY-CM-PF-18-009 Public Hearing

#### STAFF RECOMMENDATION

Take the following actions:

- 1) Adopt Resolution #2023-031 of the Baldwin County Commission to issue a Public Hearing Notice to advertise the Formal Program Amendment of the Community Development Block Grant (CDBG) Project Number CY-CM-PF-18-009 reducing the total amount of homes connected to water services from 86 to 57, and reducing Perdido Bay Water, Sewer, and Fire Protection's (PBWSFP) local match from \$378,300.00 to \$312,945.82; and
- 2) Authorize Grant Management, LLC, to hold the Public Hearing at the January 3, 2023, Baldwin County Commission Regular Meeting at 10:00 am; and
- 3) Authorize Chairman to execute the updated implementation schedule to extend the current grant closeout deadline from December 31, 2022, to March 31, 2023.

The Formal Program Amendment submission for closeout to the Alabama Department of Economic and Community Affairs (ADECA) will come back before the Commission following the Public Hearing.

#### BACKGROUND INFORMATION

**Background:** The Baldwin County Commission was awarded a Community Development Block Grant (CDBG) grant in the amount of \$350,000.00 to rehabilitate and extend public water services in a rural community in southern Baldwin County (near Lillian) that consisted of mostly low to moderate-income residents. The original grant application stated that Perdido Bay Water, Sewer, and Fire Protection (PBWSFP) would provide \$378,300.00 in "cash" matching funds towards this project. However, it was the intention of the PBWSF to provide household water connection services to 86 households utilizing their own labor and equipment. The local amendment was a formal request to the Alabama Department of Economic and Community Affairs (ADECA) to allow PBWSF to

contribute 40% (\$150,900.00) in "in-kind" matching funds and 60% (\$227,400.00) in "cash" matching funds towards the construction costs for a total of \$378,300.00 funds commitment. There was no overall increase or decrease proposed to the original budget. However, a budget revision was included with this amendment to reflect the change in 100% "cash" matching funds of \$378,300.00 to 60% (\$227,400.00) in "cash" matching funds and 40% (\$150,900.00) in "in-kind" matching funds.

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

08/02/2022 - Approved the response letter to ADECA regarding closeout concerns notated in ADECA's letter dated June 10, 2022, related to CDBG Project CY-CM-PF-18-009.

07/07/2020 - 1) Approved local amendment to CDBG project CY-CM-PF-18-009; and 2) Authorized the Chairman to execute documents necessary to locally amend the budget from "cash" only matching funds of \$378,000.00 to 60% (\$227,400.00) "cash" and 40% (\$150,900.00) "in-kind" to provide the household water connection services to 86 households, with no overall increase or decrease proposed to the original budget.

06/04/2019 - 1) Adopted Resolution #2019-094 accepting CDBG project CY-CM-PF-18-009 from ADECA for the extension of water service along County Road 93 and adjacent roads beginning south at U.S. Highway 98 and ending north at Bishop Trace Road near Lillian and authorize the Chairman to sign necessary documents and execute the grant agreement on behalf of the Baldwin County Commission for \$350,000; and 2) Adopted Resolution #2019-95 authorizing Intergovernmental Sub-Recipient Agreement for CDBG project CY-CM-PF-18-009 with PBWSF, obligating PBWSF to provide \$378,300 of matching funds.

07/17/2018 - 1) Adopted Resolution #2018-099 authorizing the PBWSF to submit a 2018 CDBG application to ADECA requesting \$350,000.00 to improve and extend public water services near the Town of Lillian; and 2) Authorized the Chairman to execute all required grant application documents on behalf of the County.

06/19/2018 - Adopted Resolution #2018-091 authorizing the PBWSF to prepare the 2018 CDBG application to request funding from the Alabama Department of Economic and Community Affairs (ADECA) to improve and extend public water services near the Town of Lillian.

05/22/2018 - Mr. Mark Bohlin and Ms. Stacy McKean, on behalf of the Perdido Bay Water Sewer and Fire Protection District, came before the Commission to discuss the 2018 Community Development Block Grant (CDBG) Application to the Alabama Department of Economic and Community Affairs (ADECA), after not being funded under the 2017 competitive grant cycle.

08/15/2017 - 1) Adopted Resolution #2017-131, which authorized the PBWSF to submit a CDBG application to ADECA requesting \$350,000.00 in funding and allowed the Chairman to sign all grant application documents; and 2) Adopted Resolution #2017-132 of the Baldwin County Commission, which determined that utilizing CDBG funds to provide the household connections to the new water services for the PBWSF would serve a Public Purpose.

06/06/2017 - Adopted Resolution #2017-101 of the Baldwin County Commission which authorized

File #: 23-0287, Version: 1

the PBWSF to submit a CDBG application to ADECA requesting funding under the 2017 competitive grant cycle.

#### FINANCIAL IMPACT

**Total cost of recommendation:** Perdido Bay Water, Sewer and Fire Protection will pay for the advertisement cost.

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

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**Is advertising required for this recommendation?** Yes, Public Notice will be advertised in the Baldwin Times Newspaper on December 16, 2022.

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: Grant Management, LLC, submit closeout documentation to ADECA no later than March 31, 2023.

Individual(s) responsible for follow up: Administration

Action required (list contact persons/addresses if documents are to be mailed or emailed): Email correspondence, executed Resolution #2023-031 and Implementation Schedule to the following:

Ms. Stacy McKean stacylmckean@gmail.com Grant Management, LLC

cc: Ronald Cink

Item #: GA4

Cian Harrison Christie Davis Katrina Taylor

Additional instructions/notes: N/A

#### **RESOLUTION #2023-031**

WHEREAS, the Baldwin County Commission was awarded a Community Development Block Grant (CDBG No. CY-CM-PF-18-009) in the amount of \$350,000 from the Alabama Department of Economic and Community Affairs (ADECA) for the Perdido Bay Water, Sewer and Fire District (PBWSFD) to extend public water services to an unserved low to moderate income area just north of the intersection of County Road 93 and US Highway 98 near Lillian; and

WHEREAS, a modification to the project is necessary and requires a Formal Program Amendment from ADECA; and

WHEREAS, in order to request a formal program amendment from ADECA, a Public Hearing is required to be held to inform the public of the modification; and

WHEREAS, of the 86 homes in the project area, 57 homeowners chose to connect to the new water system and received household connections, 29 chose to remain on private wells; and

WHEREAS, the total matching contributions provided by the Perdido Bay Water Sewer and Fire Protection District were originally estimated at \$378,300, but at the conclusion of the project, were \$312,945.82, resulting in a final budget adjustment of \$65,354.18; and

NOW, THEREFORE IT BE RESOLVED, the Baldwin County Commission authorizes the advertisement of a Public Hearing to be held on January 3, 2023, at 10:00 am to present the proposed changes to the CDBG budget and project beneficiaries; and

BE IT ALSO RESOLVED, that the Commission authorizes the Chairman to sign an updated Implementation Schedule for the project extending the closeout deadline from December 31, 2022, to March 31, 2023.

APPROVED AND ADOPTED by the Baldwin County Commission on December 5, 2022.

| Charles F. Gruber<br>Chairman                               | Date |
|---|------|
| ATTEST:   |      |
| Ronald J. Cink Budget Director/Interim County Administrator | Date |

#### PUBLIC HEARING NOTICE

The Baldwin County Commission and the Perdido Bay Water and Sewer Fire Protection District will hold a public hearing on January 3, 2022, at 10:00 a.m. at 322 Courthouse Square, Bay Minette, AL 36507 to discuss a proposed change to County's Community Development Block Grant (CDBG) No. CY-CM-PF-18-009. The purpose of the project was to extend public water services to an unserved low to moderate income area just north of the intersection of County Road 93 and US Highway 98. This work has been completed. The new PVC public water main ranging in size from 3 to 8 inches and new fire hydrants have been installed in accordance with the originally proposed scope of work. The County proposes to reduce the total number of households, and the number of low to moderate income households to be hooked up to the new service.

Public participation is solicited without regard to race, color, national origin, sex, age, religion, or disability. Persons who require special accommodations under the Americans with Disabilities Act or those requiring language translation services should contact Stacy McKean, of Grant Management, LLC, at (251) 533-6930.

Public notice of this meeting schedule is given in accordance with and as required by applicable Alabama Law, including, but not limited to, Section 11-3-8 of the Code of Alabama 1975 and Section 36-25A-1, et seq., of the Code of Alabama 1975.

# COMMUNITY DEVELOPMENT BLOCK GRANT MANAGEMENT SYSTEM

## IMPLEMENTATION SCHEDULE

| Grantee's Name:  |                      | CDBG Pro          | ject Number: |                 |   |
|--|----------------------|-------------------|--------------|-----------------|---|
| Mayor's/Chairman's Signature:  |                      |                   | Date:        |                 |   |
| Mayor's/Chairman's Name:   | Grant Administrator: |                   |              |                 |   |
| Purpose for Extension Request:   |                      |                   |              |                 |   |
| ADECA Approval:  | Program Superviso    | or Unit           | Chief        | Date:           |   |
|  |                      |                   |              |                 |   |
| Tasks  | Task<br>Required     | Responsible Party | Start Date   | Completion Date | CDBG Compliance Area Specialist                     |
| Attend CDBG Compliance<br>Workshop   | Yes No               |                   |              |                 | CDBG Program Supervisor<br>Assigned to your project |
| Complete LCC requirements within 75 days of the date of the letter                                     | ☐ Yes ☐ No           |                   |              |                 | CDBG Program Supervisor<br>Assigned to your project |
| Execute construction contract within 180 days of the date of the letter forwarding the grant agreement | ☐ Yes ☐ No           |                   |              |                 | Kathleen Rasmussen, PhD                             |
| Within 10 days of executing contract, issue a Notice of Start of Construction and submit to ADECA      | ☐ Yes ☐ No           |                   |              |                 | Kathleen Rasmussen, PhD                             |
| Complete and submit all close out documents along with final draw for administration retainage         | ☐ Yes ☐ No           |                   |              |                 | CDBG Program Supervisor<br>Assigned to your project |
| Conduct and submit Final Audit   | ☐ Yes ☐ No           |                   |              |                 | CDBG Program Supervisor<br>Assigned to your project |