# **Baldwin County Commission**



# Work Session Meeting Agenda Tuesday, January 3, 2023 8:30 AM

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

# Regular Meeting Agenda Tuesday, January 3, 2023 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

December 20, 2022, Regular Meeting

#### **B** COMMITTEE REPORTS

	BA	FINANCE/ADMINISTRATION DIVISION	
	BA1	Payment of Bills	<u>23-0445</u>
	BA2	Notification of Interim Payments Approved by Clerk/Treasurer as Allowed Under Policy 8.1	<u>23-0449</u>
С	CC	DNSENT	
	CA	ADMINISTRATION	
	CA1	City of Fairhope - Annexation Notification	<u>23-0462</u>
	CA2	Krewe of Mullet Mates 23rd Annual Mardi Gras Parade	<u>23-0300</u>
	CA3	Gulf Coast Resource, Conservation and Development Council - Board Appointment(s)	<u>23-0466</u>
	CA4	Case No. LV-22018 - Alcohol License Application for JRS Big Country Store LLC d/b/a JRS Big Country Store	<u>23-0401</u>
	CA5	Considerations Related to Employment Contracts - Baldwin County Legislative Delegation Senior Policy Advisor	<u>23-0453</u>
	CA6	Reconfirming the Divisional Resolution of the Baldwin County Commission (Resolution #2023-006)	<u>23-0408</u>

CA7	Resolution #2023-048 of the Baldwin County Commission - Act No. 90-449 (Fire Tax) - Elberta Volunteer Fire Department - Approval of Use of Fire Tax Proceeds	23-0460
CE	BUDGET/PURCHASING	
CE1	Amendment (Schedule D) to the Service Agreement for Phase II for Restoration and Preservation of the Old Baldwin County Probate Deed Books and Documents for the Baldwin County Commission	23-0406
CE2	Competitive Bid #WG22-12 - Provision of Guardrail Installation and Repair on County Right-of-Ways for the Baldwin County Commission	<u>23-0414</u>
CE3	Competitive Bid #WG23-11 - Provision of Janitorial Services for the Baldwin County Revenue Commission Reappraisal Building Located in Robertsdale, Alabama	<u>23-0388</u>
CE4	Competitive Bid #WG23-12 - Provision of Crushed Aggregates for the Baldwin County Commission	<u>23-0402</u>
CE5	Competitive Bid #WG23-13 - Provision of Motorgrader Blades for the Baldwin County Commission	<u>23-0407</u>
CE6	Competitive Bid #WG23-14 - Purchase of One (1) New 2023 Ford F-150 4x4 Supercrew Truck or Equivalent for the Baldwin County Commission	<u>23-0432</u>
CE7	Quotes for the Purchase and Installation of Patio Awnings at the Loxley and Little River S.A.I.L. Centers for the Baldwin County Commission	<u>23-0386</u>
CE8	Request for Qualifications (RFQ) for Professional Services for Engineering/Environmental Services for the Kelly Pit Regional Detention Project for the Baldwin County Commission	23-0463
CE9	Resolution # 2023-047 - FY2023 Budget Amendment #5	<u>23-0458</u>
СН	COMMUNICATIONS/INFORMATION SYSTEMS (CIS)	
CH1	Sale of Surplus Equipment on GovDeals.com	<u>23-0369</u>
CJ	ELECTED OFFICIALS	
CJ1	Coroner's Office - National Network of Public Health Institutes Grant Acceptance for Implementation of New Case Management System	<u>23-0159</u>
CJ2	Sheriff's Office - Master Service Agreement with Lexipol, LLC for Annual Subscription Fee	<u>23-0433</u>
CJ3	Sheriff's Office - Fiscal Year 2022-2023 Agreement for Community Traffic Safety Program Grant Participation	<u>23-0468</u>

CL	ENVIRONMENTAL MANAGEMENT	
CL1	Mandatory Garbage Fees - Low Income Exemption Applications - 2022	<u>23-0439</u>
CL2	Mandatory Garbage Fees - Social Security Exemption Applications - 2022	<u>23-0438</u>
CN	HIGHWAY	
CN1	Execution of IRS Form 8283 for Donated Right-of-Way on Project No. HW22014 - Fox Lane (Tract 1)	23-0447
CN2	Execution of IRS Form 8283 for Donated Right-of-Way on Project No. HW22014 - Fox Lane (Tract 3)	<u>23-0448</u>
CN3	Execution of IRS Form 8283 for Donated Right-of-Way on Project No. HW22014 - Fox Lane (Tract 5)	<u>23-0450</u>
CN4	Execution of IRS Form 8283 for Donated Right-of-Way on Project No. HW22014 - Fox Lane (Tract 6)	<u>23-0451</u>
CN5	Execution of IRS Form 8283 for Donated Right-of-Way on Project No. HW22014 - Fox Lane (Tract 7)	23-0452
CN6	Execution of IRS Form 8283 for Donated Right-of-Way on Project No. HW22014 - Fox Lane (Tract 8)	23-0454
CN7	Execution of IRS Form 8283 for Donated Right-of-Way on Project No. HW22014 - Fox Lane (Tract 9)	23-0455
CN8	Execution of IRS Form 8283 for Donated Right-of-Way on Project No. HW22014 - Fox Lane (Tract 11)	23-0456
CN9	Execution of IRS Form 8283 for Donated Right-of-Way on Project No. HW22014 - Fox Lane (Tract 12)	23-0457
CN10	Case No. S-20047 (SFP22-000015) - Kipling Meadows Phase Two - Road Acceptance	22-0617
CN11	County Road 64 at Baldwin Beach Express Intersection Improvement Project - Design Services	<u>23-0411</u>
CN12	Highway 98 Sidewalk Eastern Shore Trail Extension - Highway Infrastructure Program Project - Resolution #2023-046 and Project Funding Agreement	<u>23-0410</u>
CN13	Rebuild Alabama - Baldwin County Fiscal Year 2022 County Transportation Plan - County Rebuild Alabama Annual Report	23-0425
CN14	Speed Limit Adjustment on County Road 99	<u>23-0412</u>

	CQ	PERSONNEL			
	CQ1	CIS Department - Employment of One (1) Operations Support Specialist II Position	<u>23-0418</u>		
	CQ2	Coroner's Office - Personnel Changes	<u>23-0419</u>		
	CQ3	Highway Department (Foley) - Promotion of Employee	<u>23-0420</u>		
	CQ4	Highway Department (Maintenance) - Employment of One (1) Equipment Manager Position	<u>23-0421</u>		
	CQ5	Highway Department (Subdivision) - Approval of Updated Position Description	23-0422		
	CQ6	Personnel Department - Employment of One (1) Recruiting and Retention Coordinator Position	<u>23-0424</u>		
	CQ7	Solid Waste Department (Collections Administration) - Employment of Three (3) Billing Account Specialist I Positions	<u>23-0423</u>		
D	PF	RESENTATIONS			
	DA GENERAL				
	DA1	Emergency Management Agency's Messaging Campaign to Streamline Virtual Traffic to Baldwin County Commission App	23-0435		
Ε	PL	JBLIC HEARINGS			
	EA	ADMINISTRATION			
	EA1	Formal Program Amendment Submission of Community Development Block Grant (CDBG) Project Number CY-CM-PF-18-009 to Alabama Department of Economic and Community Affairs (ADECA)	23-0461		
	EN	HIGHWAY			
	EN1	*Case No. VAC-22-3 - Vacation of an Unopened, Unimproved 20 Foot Right-of-Way West of South Cedar Street	<u>23-0441</u>		
F	01	THER STAFF RECOMMENDATIONS			
	FA	ADMINISTRATION			
	FA1	Appointed Contract Employees - Considerations Related to Employment Contracts	<u>23-0308</u>		
G	AN	MERICAN RESCUE PLAN ACT (ARPA) RECOMMENDATIONS			

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#### HA GENERAL

**HA1** Grants Department - Approval of Position Descriptions

23-0474

- I COMMISSIONER REQUESTS
- J SENIOR STAFF REPORT
- K COUNTY ATTORNEY'S REPORT
- L PUBLIC COMMENTS
- M PRESS QUESTIONS
- N COMMISSIONER COMMENTS
- O ADJOURNMENT



## **Baldwin County Commission**

## **Agenda Action Form**

**File #:** 23-0445, **Version:** 1 **Item #:** BA1

**Meeting Type:** BCC Regular Meeting

Meeting Date: 1/3/2023

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

Approve payment of the bills and distribution of taxes which are listed in the Baldwin County Accounts Payable Payments.

#### BACKGROUND INFORMATION

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: January 3, 2023

#### **Vendor Name**

Baldwin County Board of Education 948,614.55 Sales Tax 301,159.46 Use Tax Casual Sales Tax; Nov 2022 274,482.44 Gulf Shores Board of Education 63,830.69 Sales Tax 24,281.37 Use Tax 21,845.19 Casual Sales Tax; Nov 2022 Orange Beach Board of Education 27,737.66 Sales Tax 10,512.65 Use Tax 9,811.95 Casual Sales Tax; Nov 2022 Regions Bank Corp Trust 185,220.83 2020 PBA Lease; Jan 2023 96,487.50 2021 PBA Lease; Jan 2023 1,100.00 Obligation Series 2020 Warrants QCHC, Inc. 178,549.00 Medical Services; Dec 2022 146,160.96 Symbol Health Solutions, LLC Medical Services Volkert, Inc. 138,089.06 Engineering Services Davison Fuels & Oil, LLC 101,721.44 Fuel Prologicits, LLC 88,979.10 Sheriff Supplies Expense Vehicle Equipment Expense; Corrections 2,472.32 The Bridge, Inc. 81,883.00 **Contract Services** Thompson Tractor Company 77,767.88 Repair and Maintenance Expense Kofile Technologies, Inc. **Contract Services** 66,666.66 The Spyglass Group, LLC 61,103.12 System Other Charges Expense South Alabama Regional 47,865.00 Pro-Rata Share for Fiscal Year 2022/23 TSA, Inc. 43,105.77 Computer Support Services and Expenses Petroleum Traders Corporation 34,523.78 Fuel Christmas Done Bright, Inc. 29,224.00 Commission Sponsored Events Expense Blue Arbor, Inc. 29,064.68 Temporary Services

**Brief Description** 

27,198.16 Legal Services; Nov 2022

**Engineering Services** 

Software & Hardware

940.96 Casual Sales Tax; Nov 2022

Capital Outlay Improvements Expense; Hwy

**TOTAL** 

Stone Crosby, PC

Converge One, Inc.

Carmichael Engineering, Inc.

Watermark Desighn Group, LLC

Coastal Alabama Community College

3,210,287.89

24,800.00

23.514.59

22,070.56

19,503.56 Sales Tax

Vendor Summary	Totals
1 A GRAND AFFAIR	220.00
2 A PRECISION AUTO GLASS INC	1,887.00
3 AARON'S LOCK SERVICE	155.00
4 ADAMS AND REESE LLP	6,000.00
5 ADMINISTRATIVE OFFICE OF COURTS	1,675.61
6 AIRGAS USA LLC	441.11
7 AL DEPT OF ENVIRONMENTAL MANAGEMENT	4,235.00
8 AL STATE DEPT OF REVENUE	12.50
9 AL STATE DEPT OF TRANSPORTATION	1,229.87
10 ALABAMA COASTAL RADIOLOGY PC	8.70
11 ALABAMA MEDIA GROUP	2,773.29
12 ALABAMA PIPE & SUPPLY CO INC	7,172.00
13 ALABAMA PROBATE JUDGES ASSN	1,425.00
14 ALLRED STOLARSKI ARCHITECTS, PA PC	3,654.58
15 AMERSON ROOFING INC	1,350.00
16 AMY WILLIAMS	164.00
17 ANDERSON CRANE AND BRIDGE TECHNOLOGIES	9,810.00
18 ANU K GARY	31.56
19 ASHBERRY LANDFILL LLC	123.00
20 ASSN OF COUNTY COMMISSIONERS	2,991.92
21 AUDRA MIZE	56.25
22 AUTO ZONE - BAY MINETTE	120.69
23 AUTO ZONE - ROBERTSDALE	542.78
24 AUTOMATED DOOR WAYS INC	175.00
25 B & L CABLE CONSTRUCTION LLC	2,804.00
26 B&H PHOTO & ELECTRONICS CORP	163.97
27 BALDWIN CNTY BOARD OF EDUCATION	1,524,256.45
28 BALDWIN CNTY ECONOMIC DEVELOPMENT	7,104.58
29 BALDWIN CNTY SHERIFF'S OFFICE	4,305.41
30 BALDWIN CNTY SOLID WASTE	1,905.00
31 BALDWIN COUNTY SEWER SERVICE LLC	90.00
32 BALDWIN EYE CLINIC	167.00
33 BALDWIN YOUTH SERVICES	8,429.38
34 BAY AREA REPORTING INC	1,500.00
35 BAY IMAGES	37.50
36 BAY MINETTE ANIMAL CLINIC	668.50
37 BAY MINETTE BUILDING SUPPLY	403.15
38 BAY MINETTE LAND CO	1,000.00
39 BAY SIDE RUBBER & PRODUCTS	1,845.09
40 BEARD EQUIPMENT - MOBILE	28.11
41 BEARD EQUIPMENT - POWERPLAN	3,312.27
42 BLACKBOX NETWORK SERVICES	603.00
43 BLACKHAWK TECHNOLOGY CO	243.00
44 BLOSSMAN GAS INC - FOLEY	309.20
45 BLUE 360 MEDIA	167.96
46 BLUE ARBOR INC	29,064.68

Vendor Summary	Totals
7 BOB BARKER CO INC	139.00
8 BRABNER & HOLLON INC	1,948.00
BRENDA Q GANEY	383.33
BRENDA WALZ	120.32
1 BUILDERS HARDWARE & SUPPLY CO.	159.46
CAMPER CITY TRUCK ACCESSORIES-MOBILE	7,950.00
3 CAPITAL ONE	855.88
4 CARMICHAEL ENGINEERING, INC.	24,800.00
5 CAROL R HAWSEY	335.13
6 CASTUS CORPORATION	2,000.00
7 CDG ENGINEERS AND ASSOCIATES	2,750.00
8 CDW - GOVERNMENT, INC	6,793.53
9 CERTIFIED LABORATORIES DIVISION	1,617.00
O CHARM-TEX INC	109.90
1 CHRISTMAS DONE BRIGHT, INC	29,224.00
2 CINTAS CORPORATION NO 2	11,492.02
3 CLAUDIA'S MUD HUT	846.0
4 CLIFTON H CURRY	
	133.20
5 COASTAL ALABAMA COMMUNITY COLLEGE	20,444.52
6 COASTAL INDUSTRIAL SUPPLY	131.99
7 COBLENTZ EQUIPMENT & PARTS CO	3,088.7
8 COCA COLA UNITED	335.4
9 CONSOLIDATED PIPE & SUPPLY	95.0
0 CONVERGE ONE INC	23,514.5
1 CORE COMPUTING SOLUTIONS INC	6,046.8
2 CORPORATE BILLING	839.3
3 COVETRUS NORTH AMERICA	52.6
4 CULLIGAN WATER SYSTEMS OF MOBILE	115.2
5 DADE PAPER & BAG CO	4,337.2
6 DANON SMITH	1,064.4
7 DAVISON FUELS & OIL LLC	101,721.4
8 DEANNA VICICH COX	1,200.0
9 DEL CITY	3,009.7
0 DELTA COMPUTER SYSTEMS INC	9,205.0
1 DEMCO, INC.	1,083.6
2 DENNIS ALUMINUM PRODUCTION	385.0
3 DENNISE WOLSTENHOLME, COURT REPORTER	1,500.0
4 DEWBERRY ENGINEERS INC	11,180.3
5 DISTRICT ATTORNEY'S OFFICE	7,445.9
6 DURAMAX HOLDINGS LLC	275.0
7 ECHOSAT INC	370.0
8 ELANCO US, INC	996.1
9 ELECTION SYSTEM & SOFTWARE INC	9,384.3
0 EMERGENCY LIGHTING BY HAYNES, LLC	2,295.0
1 EMPIRE TRUCK SALES INC	1,171.2
2 EVANS & COMPANY	17,198.4

	Vendor Summary	Totals
93	EXPRESS OIL CHANGE	288.13
94	FARM FRESH MEATS, INC	300.00
95	FEDEX	43.38
96	FLEETPRIDE	4,451.66
97	FORTILINE WATERWORKS INC	1,766.40
98	G T MICHELLI SCALES	2,213.00
99	GALL'S LLC	2,969.31
100	GEOCON ENGINEERING & MATERIAL TESTING IN	507.00
101	GEOTECHNICAL ENGINEERING TESTING INC	17,715.47
102	GLOBAL INDUSTRIES INC	10,451.89
	GPS INSIGHT, LLC	124.75
	GRAESTONE AGGREGATES, LLC	18,786.37
	GSP MARKETING INC	11,691.02
	GUARDIAN RFID	16,648.75
	GULF COAST BUILDING SUPPLY & HARDWARE	82.68
	GULF COAST MEDIA, LLC	1,984.50
	GULF SHORES BOARD OF EDUCATION	109,957.25
	GULF STATES DISTRIBUTORS	2,718.95
	HANDEL INFORMATION TECHNOLOGIES, INC.	681.17
	HAPPY ACRES VETERINARY CLINIC	1,888.00
	HARD TIME PRODUCTS	1,721.17
	HI-LINE	720.17
	HUNTER SECURITY INC	545.00
	HYDRO-ENGINEERING SOLUTIONS	1,000.00
	IAAO	150.00
	IMC-EMERGENCY PHYSICIANS	516.57
	INFIRMARY OCCUPATIONAL HEALTH PC	3,310.00
	INGENUITY INC	4,000.00
	INTERIOR/EXTERIOR BUILDING SUPPLY - FOLEY	121.60
	JEANETTE BROWN	14.63
	JUBILEE ACE HOME CENTER	93.31
	JUBILEE LOCK & KEY LLC	75.00 750.00
	KEET CONSULTING SERVICES LLC KENDEL HENDERSON	
	KENTWOOD SPRING WATER	143.75
	KNOX PEST CONTROL	162.50 600.00
	KOFILE TECHNOLOGIES INC	
	KRISTEN M RAWSON	66,666.66
	LABELLA ASSOCIATES, D.P.C., P.C.	3,400.00
	LISA A. HOBART, LLC	200.00
	LORI G RUFFIN	195.00
	LOWE'S - DAPHNE	217.55
	LOWE'S - FOLEY	80.58
	LOXLEY AUTO PARTS AND HARDWARE	34.40
	LYLE MACHINERY CO - MOBILE	124.70
	CONTRACTOR OF SCHOOL SHOULD SHOW OF STATE AND	3,433.34
128	LYNETTE M SPALLER	3,433.34

	Vendor Summary	Totals
139	MAC'S AUTOGLASS LLC	1,825.00
140	MARIA SHARKEY	300.13
141	McGRIFF TIRE CO INC	6,037.32
142	McPHERSON CO - PO'S	2,645.68
143	MCPHERSON OIL CO INC/DBA FUELMAN	2,194.47
144	MICHAEL BAKER INTERNATIONAL, INC.	17,935.75
145	MICHELLE L HOWARD	48.13
146	MOBILE ASPHALT CO LLC	1,548.98
147	MOTOROLA SOLUTIONS INC	3,059.20
148	MOTT MACDONALD CONSULTANTS, INC.	9,839.44
149	MOYER FORD SALES INC	355.98
150	NEEL-SCHAFFER INC	1,903.88
151	NORTH BALDWIN INFIRMARY	7,753.92
152	NOVUS GLASS BALDWIN	2,340.00
153	OFFICE OF PROSECUTION SERVICES	497.03
154	ONETIME-REFUND	4,635.09
155	ORANGE BEACH BOARD OF EDUCATION	48,062.26
156	O'REILLY AUTO PARTS	305.89
157	PAM'S EMBROIDERY & SEWING	26.00
158	PARISH TRACTOR COMPANY, LLC	262.00
159	PARKER'S FLORIST	180.00
160	PEREGRINE SERVICES INC	9,389.87
161	PETROLEUM TRADERS CORPORATION	34,523.78
162	POWER SYSTEMS OF MS	578.00
163	PRECISION GLASS TINTING	350.00
	PROLOGIC ITS, LLC	91,451.42
	QCHC INC	178,549.00
	QUADIENT LEASING USA, INC	1,522.05
167	REGIONS BANK CORP TRUST	282,808.33
168	RIVERBEND ENTERPRISES INC	60.00
169	ROBERTSDALE AUTO PARTS INC	2,391.23
170	ROBERTSDALE FEED STORE	65.00
	ROBERTSON INSURANCE AGENCY INC	8,111.00
172	SANDY SANSING CDJR OF FOLEY	159.95
173	SANDY SANSING FORD	2,915.02
	SARA PEDEN	190.00
	SCARLET WEATHERFORD	3,433.34
176	SERVICEMASTER ACTION CLEANING	1,050.00
	SHERRI L PARMER	54.38
	SHERWIN WILLIAMS - SPANISH FORT	100.36
	SHORELINE ENVIRONMENTAL INC	125.00
	SMITH INDUSTRIAL SERVICE	3,201.83
	SOFTWARE HOUSE INT dba SHI	5,224.38
	SOUTH ALABAMA REGIONAL	47,865.00
	SOUTH ALABAMA REGIONAL PLANNING COMM	816.27
184	SOUTHDATA INC	170.00

Vendor Summary	Totals
.85 SPANISH FORT PAINTING & CONST. LLC	4,300.00
86 STAPLES CONTRACT & COMMERCIAL INC	7,104.20
87 STONE CROSBY PC	27,198.16
88 SUNSOUTH LLC	4.50
89 SUSAN THOMPSON	82.00
90 SWEAT TIRE - BAY MINETTE	124.34
91 SWEAT TIRE - ROBERTSDALE	352.79
92 SYMBOL HEALTH SOLUTIONS LLC	146,160.96
93 THE BLUE SHEET	120.00
94 THE BRIDGE INC	81,883.00
95 THE FRAME CORNER	1,181.90
96 THE LILLY COMPANY	197.75
97 THE PRINT SHOP	2,695.44
98 THE SPYGLASS GROUP LLC	61,103.12
99 THOMPSON TRACTOR CO	77,767.88
00 TONY'S TOWING INC	277.50
01 TOW TATOR TOWING	175.00
02 TRACTOR & EQUIPMENT - MOBILE	201.10
03 TRANE-MOBILE PARTS CENTER	2,206.9
04 TRI-TECH FORENSICS INC	4,071.00
TRUCK EQUIPMENT SALES INC	4,355.6
06 TSA INC	43,105.7
07 VICTORIA KEY	92.2
08 VISION SOUTHEAST INC	9,137.1
09 VOLKERT INC	138,089.0
10 VVS HOLDCO, LLC	523.25
11 W W GRAINGER	5,124.2
12 WANDA FAIL GAUTNEY	15.6
13 WATERMARK DESIGN GROUP, LLC	22,070.5
14 WESCO GAS & WELDING SUPPLY	140.5
15 WESCO RECEIVABLES CORP	4,221.4
16 WHAREHOUSE LLC	3,000.0
17 WHITE SANDS RV LLC	207.2
18 WILKINS, BANKESTER, BILES & WYNNE P.A.	330.0
19 WITTICHEN SUPPLY - DAPHNE	245.9
20 WOLFE-BAYVIEW FUNERAL HOMES & CREM, INC	395.0
21 WRIGHTS MOTOR PARTS INC	235.0
22 ZACK LONG	420.0
23 ZANTAVIA WESTERFIELD	218.7
GRAND TOTAL	3,684,375.8
BILLS	2,002,099.9
BOARDS OF EDUCATION DISTRIBUTIONS	1,682,275.9
GRAND TOTAL	3,684,375.8



## **AP CHECK RECONCILIATION REGISTER**

CHECK # CHECK DATE TYPE	VENDOR NAME		UNCLEARED	CLEARED	BATCH CL	_EAR DATE	
9206810 01/03/2023 WIRE 9206811 01/03/2023 WIRE 9206812 01/03/2023 WIRE 9206813 01/03/2023 WIRE 9206814 01/03/2023 WIRE 9206815 01/03/2023 WIRE 9206816 01/03/2023 WIRE	123781 REGIONS B 123781 REGIONS B 014116 BALDWIN C 014116 BALDWIN C 191392 GULF SHOR 191392 GULF SHOR 002334 ORANGE BE	ANK CORP TRUST NTY BOARD OF EDU NTY BOARD OF EDU ES BOARD OF EDUC ES BOARD OF EDUC ACH BOARD OF EDU	185,220.83 96,487.50 1,249,774.01 274,482.44 88,112.06 21,845.19 38,250.31				
9206817 01/03/2023 WIRE	002334 ORANGE BE	ACH BOARD OF EDU	9,811.95				
	8 CHECKS	CASH ACCOUNT TOTAL	1,963,984.29	.00			



## **AP CHECK RECONCILIATION REGISTER**

### CHECK ### CHECK DATE TYPE	UNCLEARED CLEARED BATCH CLEAR DATE	- 4
257889 01/03/2023 PRINTED 160709 A GRAND AFFAIR	220.00	
257891 01/03/2023 PRINTED 007009 A PRECISION AUTO GLASS IN	155.00	
257892 01/03/2023 PRINTED 157294 ADAMS AND REESE LLP	6,000.00	
257893 01/03/2023 PRINTED 061663 ADMINISTRATIVE OFFICE OF	332.89	
257894 01/03/2023 PRINTED 061663 ADMINISTRATIVE OFFICE OF	1,342.72	
257896 01/03/2023 PRINTED 148734 AIRGAS USA ELC 257896 01/03/2023 PRINTED 010224 AI DEPT OF ENVIRONMENTAL	441.11	
257897 01/03/2023 PRINTED 054317 AL STATE DEPT OF REVENUE	12.50	
257898 01/03/2023 PRINTED 100474 AL STATE DEPT OF TRANSPOR	1,229.87	
257899 01/03/2023 PRINTED 181921 ALABAMA COASTAL RADIOLOGY	8.70	
257900 01/03/2023 PRINTED 083000 ALABAMA PIPE & SUPPLY CO 257901 01/03/2023 DRINTED 001883 ALABAMA DDODATE JUDGES AS	7,172.00 1,425.00	
257902 01/03/2023 PRINTED 001003 ALABAMA PROBATE JUDGES AS	3.654.58	
257903 01/03/2023 PRINTED 133591 AMERSON ROOFING INC	1,350.00	
257904 01/03/2023 PRINTED 001969 ANDERSON CRANE AND BRIDGE	9,810.00	
25/905 01/03/2023 PRINTED 180302 ASHBERRY LANDFILL LLC	123.00	
257907 01/03/2023 PRINTED 010044 ASSN OF COUNTY COMMISSION 257907 01/03/2023 PRINTED 010044 ASSN OF COUNTY COMMISSION	81 58	
257908 01/03/2023 PRINTED 065373 AUTO ZONE - BAY MINETTE	120.69	
257909 01/03/2023 PRINTED 185252 AUTO ZONE - ROBERTSDALE	542.78	
25/910 01/03/2023 PRINTED 14/310 AUTOMATED DOOR WAYS INC	1/5.00	
257912 01/03/2023 PRINTED 151051 B & L CABLE CONSTRUCTION 257912 01/03/2023 PRINTED 163096 R&H PHOTO & FLECTRONICS C	163 97	
257913 01/03/2023 PRINTED 014553 BALDWIN CNTY ECONOMIC DEV	7,104.58	
257914 01/03/2023 PRINTED 136611 BALDWIN CNTY SHERIFF'S OF	184.66	
257915 01/03/2023 PRINTED 136611 BALDWIN CNTY SHERIFF'S OF	2,770.75	
257910 01/03/2023 PRINTED 130011 BALDWIN CNTY SOLITO WASTE	1,350.00 455.00	
257918 01/03/2023 PRINTED 105048 BALDWIN CNTY SOLID WASTE	85.00	
257919 01/03/2023 PRINTED 105048 BALDWIN CNTY SOLID WASTE	1,040.00	
257920 01/03/2023 PRINTED 105048 BALDWIN CNTY SOLID WASTE	195.00	
25/921 01/03/2023 PRINTED 105048 BALDWIN CNIY SOLID WASTE	90.00	
257923 01/03/2023 PRINTED 165665 BALDWIN EYE CLINIC	167.00	
257924 01/03/2023 PRINTED 014132 BALDWIN YOUTH SERVICES	8,041.36	
257925 01/03/2023 PRINTED 014132 BALDWIN YOUTH SERVICES	388.02	
25/926 U1/U3/2U23 PRINTED U56/U9 BAY AREA REPORTING INC 257927 01/03/2023 DRINTED 191953 BAY TMAGES	1,500.00	
257928 01/03/2023 PRINTED 014018 BAY MINETTE ANIMAL CLINIC	668.50	
257929 01/03/2023 PRINTED 014029 BAY MINETTE BUILDING SUPP	403.15	
257930 01/03/2023 PRINTED 150287 BAY MINETTE LAND CO	1,000.00	
25/931 01/03/2023 PRINTED 054050 BAY SIDE RUBBER & PRODUCT	1,845.09	
257933 01/03/2023 PRINTED 103043 BEARD EQUIPMENT - MOBILE 257933 01/03/2023 PRINTED 014075 BEARD FOUTPMENT - POWERPI	3.312.27	
257934 01/03/2023 PRINTED 119204 BLACKBOX NETWORK SERVICES	603.00	
257935 01/03/2023 PRINTED 185302 BLACKHAWK TECHNOLOGY CO	243.00	
25/936 U1/U3/2023 PRINTED U14006 BLOSSMAN GAS INC - FOLEY	309.20 167.06	
257938 01/03/2023 PRINTED 1003/0 BLUE 300 MEDIA	29.064.68	
257939 01/03/2023 PRINTED 014084 BOB BARKER CO INC	139.00	
257940 01/03/2023 PRINTED 014041 BRABNER & HOLLON INC	1,948.00	



### AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999

10010

FOR: Uncleared

CUECK # CHECK DATE TYPE	BRENDA Q GANEY JEANETTE BROWN JEANETTE JEA		0.000
CHECK # CHECK DATE TYPE VE	ENDOR NAME	UNCLEARED	CLEARED BATCH CLEAR DATE
257941 01/03/2023 PRINTED 11	L6169 BRENDA O GANEY	383.33	
257942 01/03/2023 PRINTED 19	3391 JEANETTE BROWN	14.63	
257943 01/03/2023 PRINTED 01	4011 BUILDERS HARDWARE & SUPPL	159.46	
257944 01/03/2023 PRINTED 00	2067 CAMPER CITY TRUCK ACCESSO	7,950.00	
25/945 01/03/2023 PRINTED 19	01890 CARMICHAEL ENGINEERING, I	24,800.00	
257940 01/03/2023 PRINTED 14	FULLS CAROL R HAWSEY	335.13	
257947 01/03/2023 PRINTED 10 257948 01/03/2023 PRINTED 10	17511 CDC ENCINEEDS AND ASSOCIA	2,000.00	
257949 01/03/2023 PRINTED 10	12875 CDW - GOVERNMENT, INC	6,793,51	
257950 01/03/2023 PRINTED 18	30354 CERTIFIED LABORATORIES DI	1,617.00	
257951 01/03/2023 PRINTED 11	L6898 CHARM-TEX INC	109.90	
257952 01/03/2023 PRINTED 00	2214 CHRISTMAS DONE BRIGHT, IN	29,224.00	
25/953 01/03/2023 PRINTED 18	37695 CINTAS CORPORATION NO 2	11,492.02	
257954 U1/U3/2U23 PRINTED U2	27723 CLAUDIA'S MUD HUI	846.07	
257955 01/03/2023 PRINTED 02 257956 01/03/2023 PRINTED 02	25040 COASTAL ALABAMA COMMUNITY	19,303.30	
257957 01/03/2023 PRINTED 18	32244 COASTAL ALABAMA COMMUNITY	131.99	
257958 01/03/2023 PRINTED 18	31306 COBLENTZ EQUIPMENT & PART	3.088.71	
257959 01/03/2023 PRINTED 09	7682 COCA COLA UNITED	335.44	
257960 01/03/2023 PRINTED 00	01887 CONSOLIDATED PIPE & SUPPL	95.00	
25/961 01/03/2023 PRINTED 19	01106 CONVERGE ONE INC	23,514.59	
257962 01/03/2023 PRINTED 19	27850 COVETRUE NORTH AMERICA	6,046.86	
257964 01/03/2023 PRINTED 10	R6609 CHILTGAN WATER SYSTEMS OF	32.00 115 25	
257965 01/03/2023 PRINTED 19	92985 CLIFTON H CURRY	133.20	
257966 01/03/2023 PRINTED 11	L5852 DADE PAPER & BAG CO	4,337.28	
257967 01/03/2023 PRINTED 02	21179 DAVISON FUELS & OIL LLC	101,721.44	
257968 01/03/2023 PRINTED 18	30834 DEANNA VICICH COX	1,200.00	
25/969 01/03/2023 PRINTED 14	1/221 DEL CITY	3,009.75	
257970 01/05/2025 PRINTED 02 257971 01/03/2023 PRINTED 00	21232 DELIA COMPUTER SYSTEMS IN	9,205.00	
257972 01/03/2023 PRINTED 00	21219 DENNIS ALUMINUM PRODUCTIO	385 00	
257973 01/03/2023 PRINTED 19	91743 DENNISE WOLSTENHOLME. COU	1.500.00	
257974 01/03/2023 PRINTED 18	35685 DEWBERRY ENGINEERS INC	11,180.32	
257975 01/03/2023 PRINTED 02	21127 DISTRICT ATTORNEY'S OFFIC	4,200.29	
257976 01/03/2023 PRINTED 02	21127 DISTRICT ATTORNEY'S OFFIC	194.01	
25/9// 01/03/2023 PRINTED 02	2112/ DISTRICT ATTORNEY'S OFFIC	3,051.69	
257970 01/03/2023 PRINTED 00	12060 ECHOSAT INC	2/5.00 370.00	
257980 01/03/2023 PRINTED 00	92919 FLANCO US TNC	996 13	
257981 01/03/2023 PRINTED 05	51005 ELECTION SYSTEM & SOFTWAR	9.384.38	
257982 01/03/2023 PRINTED 00	02105 EMERGENCY LIGHTING BY HAY	2,295.00	
257983 01/03/2023 PRINTED 06	52623 EMPIRE TRUCK SALES INC	1,171.20	
257984 01/03/2023 PRINTED 04	13932 EVANS & COMPANY	17,198.40	
25/985 01/03/2023 PRINTED 12	26261 EXPRESS OIL CHANGE	176.16	
257987 01/03/2023 PKINIED 09	14334 EXPKESS UIL CHANGE 12021 EARM ERESH MEATS THE	300 00	
257988 01/03/2023 PRINTED 00	11646 FEDEX	18.17	
257989 01/03/2023 PRINTED 04	41646 FEDEX	17.09	
257990 01/03/2023 PRINTED 04	41646 FEDEX	8.17	
257991 01/03/2023 PRINTED 09	95071 FLEETPRIDE	4,451.66	
25/992 01/03/2023 PRINTED 18	88064 FORTILINE WATERWORKS INC	1,766.40	



## **AP CHECK RECONCILIATION REGISTER**

TOR CASH ACCOUNT. 333	10010		FOR: Uncreared
CHECK # CHECK DATE TYPE	VENDOR NAME	UNCLEARED	CLEARED BATCH CLEAR DATE
	VENDOR NAME  136354 G T MICHELLI SCALES 027263 GALL'S LLC 116847 ANU K GARY 003308 WANDA FAIL GAUTNEY 182991 GEOCON ENGINEERING & MATE 027287 GEOTECHNICAL ENGINEERING 184368 GLOBAL INDUSTRIES INC 191704 GPS INSIGHT, LLC 186138 GRAESTONE AGGREGATES, LLC 189486 GSP MARKETING INC 188260 GUARDIAN RFID 181424 GULF COAST MEDIA, LLC 002016 GULF STATES DISTRIBUTORS 001854 HANDEL INFORMATION TECHNO 188103 HAPPY ACRES VETERINARY CL 002064 HARD TIME PRODUCTS 183951 KENDEL HENDERSON 120432 HI-LINE 189791 MICHELLE L HOWARD 032419 HUNTER SECURITY INC 143685 HYDRO-ENGINEERING SOLUTIO 036020 IAAO 190029 IMC-EMERGENCY PHYSICIANS 099320 INFIRMARY OCCUPATIONAL HE 189759 INGENUITY INC 186165 INTERIOR/EXTERIOR BUILDIN 036251 JUBILEE ACE HOME CENTER 187277 JUBILEE LOCK & KEY LLC 107220 KEET CONSULTING SERVICES 039466 KENTWOOD SPRING WATER		CELINIES BATTERS CELINI SATE
257993 01/03/2023 PRINTED	136354 G T MICHELLI SCALES	2,213.00	
25/994 01/03/2023 PRINTED	027263 GALL'S LLC	2,969.31	
25/995 01/03/2023 PRINTED	116847 ANU K GARY	31.56	
257990 U1/U3/2U23 PRINTED	193001 CEOCON ENCINEERING & MATE	15.63	
257998 01/03/2023 PRINTED	027287 CENTECHNICAL ENCINEERING & MAIL	507.00 17.715.47	
257999 01/03/2023 PRINTED	184368 GLORAL TUDISTRIES THE	17,713.47	
258000 01/03/2023 PRINTED	191704 GPS INSTGHT, LLC	124 75	
258001 01/03/2023 PRINTED	186138 GRAESTONE AGGREGATES, LLC	18.786.37	
258002 01/03/2023 PRINTED	189486 GSP MARKETING INC	11,691.02	
258003 01/03/2023 PRINTED	188260 GUARDIAN RFID	16,648.75	
258004 01/03/2023 PRINTED	181424 GULF COAST BUILDING SUPPL	82.68	
258005 01/03/2023 PRINTED	002016 GULF COAST MEDIA, LLC	992.25	
258006 01/03/2023 PRINTED	002016 GULF COAST MEDIA, LLC	756.00	
250007 01/03/2023 PRINTED	002016 GULF COAST MEDIA, LLC	236.25	
258000 01/03/2023 PRINTED	001854 HANDEL THEODMATTON TECHNO	2,718.95	
258010 01/03/2023 PRINTED	188103 HADDY ACRES VETERTHARY CI	1 999 00	
258011 01/03/2023 PRINTED	002064 HARD TIME PRODUCTS	1,000.00	
258012 01/03/2023 PRINTED	183951 KENDEL HENDERSON	143 75	
258013 01/03/2023 PRINTED	120432 HI-LINE	720.17	
258014 01/03/2023 PRINTED	189791 MICHELLE L HOWARD	48.13	
258015 01/03/2023 PRINTED	032419 HUNTER SECURITY INC	545.00	
258016 01/03/2023 PRINTED	143685 HYDRO-ENGINEERING SOLUTIO	1,000.00	
25801/ 01/03/2023 PRINTED	036020 IAAO	150.00	
258010 01/03/2023 PRINTED	190029 IMC-EMERGENCY PHYSICIANS	516.57	
258020 01/03/2023 PRINTED	180750 INFIRMARY OCCUPATIONAL HE	3,310.00	
258021 01/03/2023 PRINTED	186165 INTERTOR/EXTERTOR BUTLDIN	121 60	
258022 01/03/2023 PRINTED	036251 JUBILEE ACE HOME CENTER	93.31	
258023 01/03/2023 PRINTED	187277 JUBILEE LOCK & KEY LLC	75.00	
258024 01/03/2023 PRINTED	107220 KEET CONSULTING SERVICES	750.00	
258025 01/03/2023 PRINTED	039466 KENTWOOD SPRING WATER	57.28	
258026 01/03/2023 PRINTED	039466 KENTWOOD SPRING WATER	105.22	
258027 01/03/2023 PRINTED	197057 VICTORIA KEY	839.31	
258020 01/03/2023 PRINTED	10/93/ VICTORIA KEY	92.25	
258030 01/03/2023 PRINTED	190192 KNOX PEST CONTROL	66 666 66	
258031 01/03/2023 PRINTED	001958 LARFILA ASSOCIATES D.P.C	3 400 00	
258032 01/03/2023 PRINTED	001925 LISA A. HOBART, LLC	200.00	
258033 01/03/2023 PRINTED	181809 LORI G RUFFIN	195.00	
258034 01/03/2023 PRINTED	136872 LOWE'S - DAPHNE	217.55	
258035 01/03/2023 PRINTED	087716 LOWE'S - FOLEY	80.58	
258036 01/03/2023 PRINTED	181230 LOXLEY AUTO PARTS AND HAR	34.40	
258038 01/03/2023 PRINTED	1/2/18 LYLE MACHINERY CO - MOBIL	124.70	
258030 01/03/2023 PRINTED	149690 McCPTEE TIPE CO THE	1,825.00	
258040 01/03/2023 PRINTED	123094 MCDHERSON CO - PO'S	0,U37.32 2.645.69	
258041 01/03/2023 PRINTED	098634 MCPHERSON OTL CO TNC/DRA	2,043.00	
258042 01/03/2023 PRINTED	001918 MICHAEL BAKER INTERNATION	17.935.75	
258043 01/03/2023 PRINTED	108417 AUDRA MIZE	56.25	
258044 01/03/2023 PRINTED	040589 MOBILE ASPHALT CO LLC	1,548.98	



## AP CHECK RECONCILIATION REGISTER

CHECK # CHECK DATE TYPE VENDOR NAME	EDIA GROUP   2,773.29   SOLUTIONS INC   3,059.20   ONALD CONSULTANT   9,839.44   D SALES INC   1,903.88   ONALD CONSULTANT   7,753.92   SS BALDWIN   2,340.00   AUTO PARTS   32.99   AUTO PARTS   272.90   ONALD CONSULTON SER   497.03   NETT   21.00   EER   32.00   Inc.   Inc	CLEARED BATCH CLEAR DATE
258045 01/03/2023 PRINTED 040033 ALABAMA N	EDTA GROUP 2.773.29	
258046 01/03/2023 PRINTED 180154 MOTOROLA	SOLUTIONS INC 3.059.20	
258047 01/03/2023 PRINTED 187849 MOTT MACE	ONALD CONSULTANT 9,839.44	
258048 01/03/2023 PRINTED 040019 MOYER FOR	D SALES INC 355.98	
258049 01/03/2023 PRINTED 165673 NEEL-SCHA	FFER INC 1,903.88	
258050 01/03/2023 PRINTED 040026 NORTH BAI	DWIN INFIRMARY 7,753.92	
258051 01/03/2023 PRINTED 002230 NOVUS GLA	SS BALDWIN 2,340.00	
250032 01/03/2023 PRINTED 181574 0'PETILY	AUTO PARTS 32.39 AUTO PARTS 272.00	
258054 01/03/2023 PRINTED 1013/4 0 REILLY	PROSECUTION SER 497 03	
258055 01/03/2023 PRINTED 999990 AMBER BAI	NETT 21.00	
258056 01/03/2023 PRINTED 999990 ANTHONY (	RIFFIN 32.00	
258057 01/03/2023 PRINTED 999990 AUSTIN GR	EER 32.00	
258058 01/03/2023 PRINTED 999990 BARBARA H	ING 16.00	
258059 01/03/2023 PRINTED 999990 BILLY & M	IELISSA PAGE 16.00	
258060 01/03/2023 PRINTED 999990 BOBBY REN	NAKER 16.00	
258061 01/03/2023 PRINTED 999990 CASLEY &	CHARLENE CORMIER 301.00	
258063 01/03/2023 PRINTED 999990 CHRIS BEI	16 00	
258064 01/03/2023 PRINTED 999990 EVELVN G	16.00 16.00	
258065 01/03/2023 PRINTED 999990 FRED KENI	RTCK SR 17.00	
258066 01/03/2023 PRINTED 999990 GEORGE HA	LLIDAY SR 80.00	
258067 01/03/2023 PRINTED 999990 HAROLD W	ORTHINGTON 16.00	
258068 01/03/2023 PRINTED 999990 JENNY THO	MPSON 26.00	
258069 01/03/2023 PRINTED 999990 JERRY & -	TAMMY ELLIS 32.00	
258070 01/03/2023 PRINTED 999990 KEISHA LI	E 33.00	
2580/1 01/03/2023 PRINTED 999990 KEITH LES	STER SMITH 50.00	
2500/2 01/05/2023 PRINTED 999990 KELLY CAI	MACK 45.00 MES 11.0 1 505.48	
258074 01/03/2023 PRINTED 999990 LOS PATRI 258074 01/03/2023 PRINTED 999990 LVNN HORI	16.00	
258075 01/03/2023 PRINTED 999990 NANCY AMI	IONS 17.00	
258076 01/03/2023 PRINTED 999990 NICHOLAS	& KELSEY LUDVIGS 80.00	
258077 01/03/2023 PRINTED 999990 REBECCA I	IOLAN 16.00	
258078 01/03/2023 PRINTED 999990 RUSSELL	PEAK 16.00	
258079 01/03/2023 PRINTED 999990 RVC MAST	R TENANT 5.72	
258080 01/03/2023 PRINTED 999990 STARLA &	CARL SULLIVAN 33.00	
258081 01/03/2023 PRINTED 999990 STORAGE	PRO MANUFACTURING 1,987.89	
258083 01/03/2023 PRINTED 999990 TRUL & C	NIHY BALL 10.00	
258084 01/03/2023 PRINTED 999990 ZACK FLT	PPO 33.00	
258085 01/03/2023 PRINTED 174713 PAM'S FM	BROTDERY & SEWING 26.00	
258086 01/03/2023 PRINTED 002035 PARISH T	RACTOR COMPANY, L 262.00	
258087 01/03/2023 PRINTED 113291 PARKER'S	FLORIST 180.00	
258088 01/03/2023 PRINTED 171635 SHERRI L	PARMER 54.38	
258089 01/03/2023 PRINTED 181793 SARA PED	N 190.00	
258090 01/03/2023 PRINTED 121216 PEREGRIN	SERVICES INC 9,389.87	
258002 01/03/2023 PRINTED 180999 PETROLEU	71 I I I I I I I I I I I I I I I I I I I	
258092 01/03/2023 PRINTED 103004 POWER SY	I GLASS TINTING 350 NN	
258094 01/03/2023 PRINTED 102433 PRECISIO	TTS_ LLC 91 451 42	
258095 01/03/2023 PRINTED 186326 OCHC INC	178.549.00	
258096 01/03/2023 PRINTED 191947 QUADIENT	LEASING USA, INC 1,522.05	



## AP CHECK RECONCILIATION REGISTER

TOR CASH ACCOUNTS 555	10010		TOK: OHETCATCA
CHECK # CHECK DATE TYPE V	/ENDOR NAME	LINCL FARED	CLEARED BATCH CLEAR DATE
CHECK " CHECK DATE THE V	ENDOR NAME	UNCELARED	CELANED BATCH CELAN DATE
258007 01/03/2023 DRINTED 1	QOGOQ KRISTEN M RAWSON	26 50	
258098 01/03/2023 PRINTED 1	22781 DECTONS DANK CODD TRUST	1 100 00	
258099 01/03/2023 PRINTED 1	43790 REGIONS BANK CORP TRUST	60.00	
258100 01/03/2023 PRINTED 0	151009 RORERTSDALE AUTO DARTS IN	2 391 23	
258101 01/03/2023 PRINTED 0	051043 ROBERTSDALE AGTO TARTS IN	65.00	
258102 01/03/2023 PRINTED 0	151075 ROBERTSON THISTIPANCE ACENC	100.00	
258103 01/03/2023 PRINTED 0	051029 ROBERTSON INSURANCE AGENC	7 161 00	
258104 01/03/2023 PRINTED 0	051029 ROBERTSON INSURANCE AGENC	850.00	
258105 01/03/2023 PRINTED 1	81284 SANDY SANSING FORD	2.915.02	
258106 01/03/2023 PRINTED 0	002179 SANDY SANSING CDJR OF FOL	159.95	
258107 01/03/2023 PRINTED 0	056733 SERVICEMASTER ACTION CLEA	1.050.00	
258108 01/03/2023 PRINTED 1	L40290 MARIA SHARKEY	300.13	
258109 01/03/2023 PRINTED 1	136207 SHERWIN WILLIAMS - SPANIS	100.36	
258110 01/03/2023 PRINTED 1	L87492 SHORELINE ENVIRONMENTAL I	125.00	
258111 01/03/2023 PRINTED 0	054622 SMITH INDUSTRIAL SERVICE	3.201.83	
258112 01/03/2023 PRINTED 1	L81293 DANON SMITH	1,064,45	
258113 01/03/2023 PRINTED 1	L23300 SOFTWARE HOUSE INT dba SH	5,224.38	
258114 01/03/2023 PRINTED 0	054037 SOUTH ALABAMA REGIONAL	47,865.00	
258115 01/03/2023 PRINTED 0	)54083 SOUTH ALABAMA REGIONAL PL	816.27	
258116 01/03/2023 PRINTED 1	L70536 SOUTHDATA INC	170.00	
258117 01/03/2023 PRINTED 0	01836 LYNETTE M SPALLER	3,433.34	
258118 01/03/2023 PRINTED 1	L87384 SPANISH FORT PAINTING & C	4,300.00	
258119 01/03/2023 PRINTED 1	L85594 STAPLES CONTRACT & COMMER	7,104.20	
258120 01/03/2023 PRINTED 0	065091 STONE CROSBY PC	27,198.16	
258121 01/03/2023 PRINTED 1	L82059 SUNSOUTH LLC	4.50	
258122 01/03/2023 PRINTED 1	L62616 SWEAT TIRE - BAY MINETTE	124.34	
258123 01/03/2023 PRINTED 0	)54042 SWEAT TIRE - ROBERTSDALE	352.79	
258124 01/03/2023 PRINTED 1	L86451 SYMBOL HEALTH SOLUTIONS L	146,160.96	
258125 01/03/2023 PRINTED 1	186870 THE BLUE SHEET	120.00	
258126 01/03/2023 PRINTED 1	191646 THE BRIDGE INC	81,883.00	
25812/ 01/03/2023 PRINTED 1	L41858 THE FRAME CORNER	1,181.90	
258128 01/03/2023 PRINTED 1	L84800 THE LILLY COMPANY	197.75	
258129 01/03/2023 PRINTED 1	L84294 THE PRINT SHOP	2,695.44	
258130 01/03/2023 PRINTED 0	002254 THE SPYGLASS GROUP LLC	61,103.12	
258131 01/03/2023 PRINTED 0	057071 THOMPSON TRACTOR CO	//,/6/.88	
250132 U1/U3/2U23 PRINTED U	JU/U93 SUSAN THOMPSON	82.00	
250133 U1/U3/2U23 PRINTED U	101152 TOW TATOR TOWING	2//.50	
250134 U1/U3/2U23 PRINTED U	NETO S TRACTOR & FOUTDMENT MOR	1/5.00	
250135 U1/U3/2U23 PRINTED U	150133 TRANE MORTIE DARTE CENTER	201.10	
250130 01/03/2023 PRINTED 1	190123 TRANE-MUBILE PARTS CENTER	2,200.97 4,071.00	
258138 01/03/2023 PRINTED 0	157030 TRICK FORENSICS INC	4,071.00	
258139 01/03/2023 PRINTED 0	166075 TEA THE	4,333.04	
258140 01/03/2023 PRINTED 1	JUSUSU VIETUM CONTHEVET INC	43,103.77 0 127 14	
258141 01/03/2023 PRINTED 0	166295 VOLKERT THE	138 080 06	
258142 01/03/2023 PRINTED 0	002212 VVS HOLDCO LLC	523 25	
258143 01/03/2023 PRINTED 0	184216 W W GRAINGER	5 124 27	
258144 01/03/2023 PRINTED 0	085307 CAPITAL ONE	855 88	
258145 01/03/2023 PRINTED 1	118519 BRENDA WALZ	120 32	
258146 01/03/2023 PRINTED 1	192957 WATERMARK DESTGN GROUP	22 070 56	
258147 01/03/2023 PRINTED 0	PENDOR NAME  190609 KRISTEN M RAWSON 123781 REGIONS BANK CORP TRUST 143790 RIVERBEND ENTERPRISES INC 151009 ROBERTSDALE AUTO PARTS IN 151043 ROBERTSDALE FEED STORE 151029 ROBERTSON INSURANCE AGENC 151029 SANDY SANSING FORD 102179 SANDY SANSING CDJR OF FOL 1031673 SERVICEMASTER ACTION CLEA 140290 MARIA SHARKEY 1364027 SHERWIN WILLIAMS - SPANIS 187492 SHORELINE ENVIRONMENTAL I 1054622 SMITH INDUSTRIAL SERVICE 181293 DANON SMITH 123300 SOFTWARE HOUSE INT dba SH 154622 SMITH INDUSTRIAL SERVICE 181293 DANON SMITH 154622 SMITH SPALLER 1656091 SOUTHDATA INC 1656011 SOUTHDATA INC 1656012 SWEAT TIRE - BAY MINETTE 1656011 STONE CROSBY PC 1656012 SWEAT TIRE - ROBERTSDALE 16670 THE BLUE SHEET 1656011 STONE CROSBY PC 1666012 SWEAT TIRE - ROBERTSDALE 16670 THE BLUE SHEET 1656011 SWEAT TIRE - ROBERTSDALE 16670 THE BLUE SHEET 1656011 SWEAT TIRE - ROBERTSDALE 16670 THE BLUE SHEET 1656011 SWEAT TIRE - ROBERTSDALE 16670 THE BLUE SHEET 1656011 SWEAT TIRE - ROBERTSDALE 16670 THE BLUE SHEET 1656011 SWEAT TIRE - ROBERTSDALE 16670 THE BLUE SHEET 1676011 SWEAT TO STORT TO STOR	3,433,34	
258148 01/03/2023 PRINTED 0	066024 WESCO RECEIVABLES CORP	4.221.49	
, -,		.,	



## **AP CHECK RECONCILIATION REGISTER**

FOR CASH ACCOUNT: 999

10010

FOR: Uncleared

CHECK # CHECK DATE TYPE	VENDOR NAME		UNCLEARED	CLEARED	BATCH CLEAR DATE
258149 01/03/2023 PRINTED 258150 01/03/2023 PRINTED 258151 01/03/2023 PRINTED 258152 01/03/2023 PRINTED 258153 01/03/2023 PRINTED 258154 01/03/2023 PRINTED 258155 01/03/2023 PRINTED 258156 01/03/2023 PRINTED 258157 01/03/2023 PRINTED 258157 01/03/2023 PRINTED	190752 ZANTAVIA 191489 WHAREHOUS 187577 WHITE SAN 191116 WILKINS, 086123 AMY WILLJ 184892 WITTICHEN 146114 WOLFE-BAY	WESTERFIELD E LLC DS RV LLC BANKESTER, BILES AMS SUPPLY - DAPHNE VIEW FUNERAL HOM	140.53 218.75 3,000.00 207.26 330.00 164.00 245.90 395.00 235.01		
258158 01/03/2023 PRINTED			420.00		
27	0 CHECKS	CASH ACCOUNT TOTAL	1,720,391.57	.00	



## **Baldwin County Commission**

## Agenda Action Form

File #: 23-0449, Version: 1 Item #: BA2

**Meeting Type:** BCC Regular Meeting

Meeting Date: 01/03/2023

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 a part of the minutes.

#### **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

File #: 23-0449, Version: 1 Item #: BA2

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 January 3, 2023

	Vendor Summary	Totals	Brief Description
1	AL STATE DEPT OF TRANSPORTATION	882,060.74	Safety Improvement Projects Expense; Hwy
2	ALABAMA DEPT OF REVENUE	429.18	Lodging Tax; Nov 2022
3	ALABAMA POWER CO	1,286.57	Utilities
4	AMMONS & BLACKMON CONSTRUCTION INC	129,718.36	Contract Services
5	AT&T	1,879.50	Telephone
6	AT&T MOBILITY	792.87	Telephone
7	BALDWIN CNTY COMMISSION - DENTAL 790	289.00	Payroll
8	BALDWIN CNTY COMMISSION - HEALTH	6,044.00	Payroll
9	BALDWIN CNTY JUDGE OF PROBATE	54.00	Title Fees, Vehicles; Parks
10	BALDWIN CNTY SHERIFF'S OFFICE	109,729.20	Payroll
11	BALDWIN EMC	13,425.80	Utilities
12	BLUE CROSS & BLUE SHIELD OF ALABAMA	240,739.13	Medical
13	CITY OF FAIRHOPE-UTILITIES	10,402.60	Utilities
14	CITY OF FOLEY	86.60	Utilities
15	CONNECT PARENT CORP	513.58	Telephone
16	CRAFT TRAINING FUND	2,198.00	CICT Fees; Nov 2022
17	DENNIS E RICH	13,018.58	Land Redemptions
18	DONOHOO CHEVROLET LLC	259,452.90	Vehicles; Sheriff's
19	FLEXIBLE BENEFITS	150.00	Payroll
20	FRONTIER COMMUNICATIONS OF THE SOUTH INC	85.67	Telephone
21	HANCOCK BANK	14,167.78	Credit Card Services; Nov 2022
22	IRS-TAX PAYMENT	10,968.18	Payroll
23	JUDICIAL RETIREMENT FUND	1,044.45	Payroll
24	L & K CONSTRUCTION, LLC	89,150.52	Contract Services
25	MCINNIS CONSTRUCTION LLC	3,443.93	Contract Services
26	NATIONAL AUTO FLEET GROUP	216,032.88	Vehicles; Parks
27	NATIONWIDE RETIREMENT SOLUTIONS	125.00	Payroll
28	NEWELL & BUSH INC		Contract Services
29	NORTH BALDWIN UTILITIES	39,547.78	Utilities
	ORANGE BEACH WATER AUTHORITY	20.54	Utilities
31	PERDIDO BAY WATER, SEWER, FIRE	58.66	Utilities
32	PETTY CASH - KELLY CHILDRESS		Petty Cash; COA
33	RETIREMENT SYSTEMS OF AL	3,572.81	Payroll
	RIVIERA UTILITIES	11,875.85	1 - Dept. (1997)
35	ROBERT J WYNN JR	1,155.00	ROW Acquisition
	ROLIN CONSTRUCTION, INC.		Contract Services
37	VERIZON WIRELESS		Telephone
38	WHARTON-SMITH, INC.	556,482.00	Contract Services
	Grand Total	2,946,522.89	



## **AP CHECK RECONCILIATION REGISTER**

FOR CASH ACCOUNT: 999 10010 For: Uncleared

CHECK # CHECK DATE TYPE	VENDOR NAME		UNCLEARED	CLEARED	ВАТСН	CLEAR DATE
257500 12/12/2022 PRINTE	D 192247 RICH, DENN	NIS E	13,018.58			
	1 CHECKS	CASH ACCOUNT TOTAL	13,018.58	.00	1	

Report generated: 12/12/2022 15:45 User: RBENSON Program ID: apchkrcn



## AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010 FOR: All Except Stale

CHECK # CHECK DATE TYPE	VENDOR NAME		UNCLEARED	CLEARED	ВАТСН	CLEAR DATE
9206794 12/13/2022 WIRE	001849 ALABAMA I	DEPT OF REVENUE	429.18			
	1 CHECKS	CASH ACCOUNT TOTAL	429.18	.00		

Report generated: 12/13/2022 13:12 User: RBENSON Program ID: apchkrcn



## **AP CHECK RECONCILIATION REGISTER**

FOR CASH ACCOUNT: 999

10010

FOR: Uncleared

CHECK # CHECK DATE TYPE	VENDOR NAME		UNCLEARED	CLEARED BATCH	CLEAR DATE
9206795 12/13/2022 WIRE	014125 BLUE CROS	S & BLUE SHIELD	95,639.55		
	1 CHECKS	CASH ACCOUNT TOTAL	95,639.55	.00	



### **AP CHECK RECONCILIATION REGISTER**

FOR CASH ACCOUNT: 999

10010

FOR: Uncleared

CHECK # CHECK DATE TYPE	VENDOR NAME		UNCLEARED	CLEARED	BATCH CLEAR DATE
9206796 12/13/2022 WIRE	014125 BLUE CROSS	S & BLUE SHIELD	86,912.43		
	1 CHECKS	CASH ACCOUNT TOTAL	86,912.43	.00	

1

28



## **AP CHECK RECONCILIATION REGISTER**

FOR CASH ACCOUNT: 999

10010

FOR: Uncleared

CHECK # CHECK DATE TYPE	VENDOR NAME		UNCLEARED	CLEARED	BATCH CLEAR DATE
257461 12/15/2022 PRINTED 257462 12/15/2022 PRINTED 257463 12/15/2022 PRINTED	186456 BALDWIN CN	TY COMMISSION -	289.00 6,044.00 150.00		
	3 CHECKS	CASH ACCOUNT TOTAL	6,483.00	.00	

1



## **AP CHECK RECONCILIATION REGISTER**

CHECK # CHECK DATE TYPE	VENDOR NAME		UNCLEARED	CLEARED	BATCH CLEAR DATE
9206774 12/15/2022 WIRE 9206775 12/15/2022 WIRE 9206776 12/15/2022 WIRE 9206777 12/15/2022 WIRE	040627 NATION	AL RETIREMENT FUND WIDE RETIREMENT SOL MENT SYSTEMS OF AL X PAYMENT	1,044.45 125.00 3,572.81 10,968.18		
	4 CHECKS	CASH ACCOUNT TOTAL	15,710.44	.00	



## AP CHECK RECONCILIATION REGISTER

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH CLEAR DATE	
257853 257854 257855 257856 257856 257859 257860 257861 257862 257863 257864 257866 257866 257866 257868	12/15/2022 12/15/2022 12/15/2022 12/15/2022 12/15/2022 12/15/2022 12/15/2022 12/15/2022 12/15/2022 12/15/2022 12/15/2022 12/15/2022 12/15/2022 12/15/2022 12/15/2022 12/15/2022 12/15/2022 12/15/2022 12/15/2022 12/15/2022	PRINTED	063589 014397 014397 014579 014005 002259 019021 019049 186412 183630 185024 180761 019003 002080 048197 051003 002031	ALABAMA POWER CO AT&T AT&T MOBILITY AT&T MOBILITY BALDWIN CNTY JUDGE OF PRO BALDWIN EMC CONNECT PARENT CORP CONNECT PARENT CORP CITY OF FAIRHOPE-UTILITIE CITY OF FOLEY CRAFT TRAINING FUND DONOHOO CHEVROLET LLC NATIONAL AUTO FLEET GROUP NEWELL & BUSH INC NORTH BALDWIN UTILITIES ORANGE BEACH WATER AUTHOR PERDIDO BAY WATER, SEWER, RIVIERA UTILITIES ROLIN CONSTRUCTION, INC. VERIZON WIRELESS	86.60 2,198.00 259,452.90 216,032.88 5,299.25 300.23 20.54 58.66 11,875.85			
			20 CHEC	KS CASH ACCOUNT TOTAL	828,735.79	.00		



## **INVOICE ENTRY PROOF LIST**

CLERK: F	BENSON BATC	H: 4112 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 CNT	Y SHE 48761 12152022		M121522A	109,729.20	.00	.00 9206797
CASH 999 ACCT 10010	2023/03 DEPT 555	INV 12/15/2022 DUE 12/15/2022	SEP-CHK: N DESC:SHERIFF'S F	DISC: .00 PAYROLL AP MONTH	END	10052100 52910 10052200 52910 708 22797 999 28299	64,155.75 1099: 36,784.28 1099: 2,563.38 1099: 6,225.79 1099:
	APPROVED PA	ID INVOICES	TOTAL		109,729.20		
	INVOICE(S)		REPORT F	POST TOTAL	109,729.20		

Report generated: 12/16/2022 10:50 User: RBENSON Program ID: apinvent



## **AP CHECK RECONCILIATION REGISTER**

FOR CASH ACCOUNT: 999

10010

FOR: Uncleared

CHECK # CHECK DATE TYPE	VENDOR NAME		UNCLEARED	CLEARED	ВАТСН	CLEAR DATE
9206799 12/20/2022 WIRE	014125 BLUE CROSS	& BLUE SHIELD	58,187.15			
	1 CHECKS	CASH ACCOUNT TOTAL	58,187.15	.00		

Report generated: 12/20/2022 09:43 User: Lisa.Hacker Program ID: apchkrcn

33

1



## **AP CHECK RECONCILIATION REGISTER**

CHECK #	CHECK D	ATE	TYPE	VENDOR	NAME		UNCLEARED	CLEARED	ВАТСН	CLEAR DATE	
257872	12/20/2	022	PRINTED	010394	AL STATE D	EPT OF TRANSPOR	882,060.74				
				1 CHECK	<b>KS</b>	CASH ACCOUNT TOTAL	882,060.74	.00			



## AP CHECK RECONCILIATION REGISTER

CHECK # CHECK DATE TYPE	VENDOR NAME		UNCLEARED	CLEARED BATCH	CLEAR DATE
257873 12/21/2022 PRINTED	) 151634 AMMONS & BLA	CKMON CONSTRU	129,718.36		
257874 12/21/2022 PRINTED	063589 AT&T	CRITOR CORSTRO	1,869.22		
257875 12/21/2022 PRINTED 257876 12/21/2022 PRINTED	014005 BALDWIN EMC	NT CORR	4,334.21		
257877 12/21/2022 PRINTED	019021 CITY OF FAIR	NI CORP HOPE-UTILITIE	388.34 9,555.17		
257878 12/21/2022 PRINTED	054257 FRONTIER COM	MUNICATIONS O	85.67		
257879 12/21/2022 PRINTED 257880 12/21/2022 PRINTED	) 002094 L & K CONSTR ) 002256 MCTNNTS CONS	UCTION, LLC	89,150.52 3,443.93		
257881 12/21/2022 PRINTED	019003 NORTH BALDWI	N UTILITIES	39,247.55		
257882 12/21/2022 PRINTED 257883 12/21/2022 PRINTED	) 133604 PETTY CASH -	KELLY CHILDR	19.08		
257884 12/21/2022 PRINTED	0 001913 WHARTON-SMITT 0 002348 ROBERT J WYNI	N JR	556,482.00 1,155.00		
	12 CHECKS C	ASH ACCOUNT TOTAL	835,449.05	.00	



## AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010 FOR: Uncleared

CHECK # CHECK DATE TYPE	VENDOR NAME		UNCLEARED	CLEARED	BATCH	CLEAR DATE	
9206800 12/23/2022 WIRE	185975 HANCOCK BA	ANK	14,167.78				
	1 CHECKS	CASH ACCOUNT TOTAL	14,167.78	.00			

Report generated: 12/21/2022 10:59 User: RBENSON Program ID: apchkrcn



#### **Baldwin County Commission**

#### **Agenda Action Form**

File #: 23-0462, Version: 1 Item #: CA1

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 1/3/2023 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 Ordinance No. 1765, annexing property into the corporate limits of the City of Fairhope, Alabama, into the minutes of the January 3, 2023, 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 Ordinance No. 1765, 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 January 3, 2023.

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):

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: Friday, December 16, 2022 1:12 PM

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

Subject: Ordinance No. 1765 to zone RW Battles, LLC property to B-2 concurrent with annexation

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. 1765 to zone RW Battles, LLC property to B-2 concurrent with annexation.

Thank you and have a great weekend.

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. 1765**

#### 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, the Planning Commission of the City of Fairhope, Alabama has forwarded a favorable recommendation,

The property of RW Battles, LLC, is generally located at the northwest corner of Greeno Road and Old Battles Road in Fairhope, Alabama.

PPIN # 17515, 391379, 391372, 391373, 391374, 391375, 391376

Legal Description: (Case number ZC 22.09)

LOTS 1, 2, 3, 4, 5, 7 & 9, RW BATTLES LLC REPLAT, AMENDED PLAT, AS RECORDED ON SLIDES 2785 A-C OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA;

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 12TH DAY OF DECEMBER, 2022

Attest:

`

City Clerk

ADOPTED AND APPROVED THIS 12TH DAY OF DECEMBER, 2022

Sherry Sullivan, Mayor

Jay Robinson, Council President

Ord. No. 1765. Published in FAIRHOPE COURIER OF Letter August December 21, 2022



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

#### PETITION FOR ANNEXATION STATE OF ALABAMA )( COUNTY OF BALDWIN )( We, the undersigned PETITIONER(S), owner(s) of the lands in fee simple described in the attached EXHIBIT A, such property being without the Corporate Limits of the City of Fairhope, Alabama, but being contiguous to the said Corporate Limits; and such property not lying within the corporate limits or police jurisdiction of any other municipality, do, by these presents, hereby petition the City of Fairhope, a municipal corporation, that said property be annexed into the City of Fairhope, Alabama. The subject land is delineated on the map attached hereto as EXHIBIT B. This petition is filed under authority of Section 11-42-21, Code of Alabama, 1975, as amended. This petition is for R-1 Zoning The condition of the Petition is that zoning be established as B-2 Concurrent with Annexation. (Zoning Request) Is this property colony property \_ Yes 🗸 No. If this property is colony property the Fairhope Single Tax Office must sign as a petitioner. Ray W. Roark, II-Signature of Petitioner Print petitioner's name ignature of Petitioner Print petitioner's name Signature of Petitioner Print petitioner's name Physical Address of property being annexed: 18125 WRIGHT BLVD Petitioner's Current Physical Address: Petitioner's Current Mailing Address: RW Battles, LLC 418 Scott St., Montgomery, AL 36106 334-481-0510

Telephone Number(s): 334-481-0510
Home Work

County Tax Parcel Number:

05-46-09-29-0-000-067.012, 05-46-09-29-0-000-067.000, 05-46-09-29-0-000-067.010, 05-46-09-29-0-000-067.014, 05-46-09-29-0-000-067.011, 05-46-09-29-0-000-067.017, 05-46-09-29-0-000-067.013

Backroom:Users:mray:Library:Mail:POP-

info%herndan cc@n#87F50 nat:INROY mhov:FW Forms for the use mimesttach Petition for anney doc

### **U.S JUSTICE DEPARTMENT INFORMATION**

	Size of property (acres or square feet) 25.08
	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 MOP
	If property is being developed as a subdivision, give subdivision name
	Number of lots within proposed subdivision
	Ancy A. Butler a Notary Public in and for said State and County, hereby that Chris Wightman whose name(s) is/are signed to the forgoing and who is/are known to me, this day appeared before me and, being first duly sworn, yledge that he/she/they have voluntarily executed this Petition on this day same bears date.  Given under my Hand and Seal this II Hay of July , 20 22,  Nancy A. Butler NOTARY PUBLIC Muscogee County, Georgia My Commission Expires May 6, 2025  My commission expires  My commission expires  My commission expires
I, certify ( Petition acknow	a Notary Public in and for said State and County, hereby whose name(s) is/are signed to the forgoing and who is/are known to me, this day appeared before me and, being first duly sworn, ledge that he/she/they have voluntarily executed this Petition on this day same bears date.  Given under my Hand and Seal this day of, 20,
(Seal)	Notary Public
	My commission expires
I, certify t Petition acknow	a Notary Public in and for said State and County, hereby hat whose name(s) is/are signed to the forgoing and who is/are known to me, this day appeared before me and, being first duly sworn, ledge that he/she/they have voluntarily executed this Petition on this day same bears date.
	Given under my Hand and Seal this day of, 20,
(Seal)	Notary Public
	My commission expires
	n:Users:mray:Library:Mail:POP-

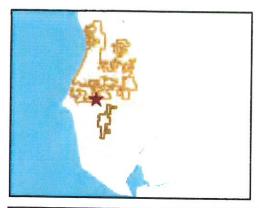


Exhibit A: The Property of RW Battles, LLC. Conditional Annexation to B-2 (ZC 22.09)







#### **Baldwin County Commission**

#### **Agenda Action Form**

File #: 23-0300, Version: 1 Item #: CA2

**Meeting Type:** BCC Regular Meeting

Meeting Date: 1/3/2023 Item Status: New

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

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

#### ITEM TITLE

Krewe of Mullet Mates 23rd Annual Mardi Gras Parade

#### STAFF RECOMMENDATION

Approve the requested parade route for the Krewe of Mullet Mates (KOMM) 23rd Annual Mardi Gras Parade on February 18, 2023. The parade will begin at Mullet Point Park at 2:00 p.m., traveling South along County Road 1, past Mary Ann Beach Road and continuing to Pelican Point Park (Weeks Bay) parking lot.

The Baldwin County Sheriff's Office will assist with traffic control and the Fairhope Boy Scouts Troop #47 will provide clean up after the parade.

#### BACKGROUND INFORMATION

Previous Commission action/date: December 7, 2021

**Background:** Ms. Amanda Concannon, KOMM Parade Chairman, submitted a written request to the Baldwin County Commission to hold their 23rd Annual Krewe of Mullet Mates Parade on February 18, 2023. The Boy Scouts have provided the clean up after the parade and will continue the same tradition this year. The Sheriff's Office will provide security for this event.

#### 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):

Send Correspondence to:

Ms. Amanda Concannon KOMM Parade Chariman Post Office Box 178 Point Clear, Alabama 36564

cc:

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



# P.O. BOX 178 POINT CLEAR, ALABAMA 36564

December 1, 2022

Commissioner Joe Davis, III
Baldwin County Commission
312 Courthouse Square, Suite 12
Bay Minette, AL 36507

Dear Commissioner Davis,

We would like to request your permission to hold our 23rd annual Krewe of Mullet Mates parade February 18, 2023, beginning at 2:00pm at Mullet Point Park, traveling south along County Road 1, passed Mary Ann Beach Road, and continuing on to Pelican Point parking lot. A copy of the insurance application is included in this request. A copy of the insurance policy will be forwarded to your office upon our receipt of said policy.

We have submitted a request to the Baldwin County Sheriff's Office for traffic assistance and the Fairhope Boy Scouts Troop #47 will provide clean up after the parade.

We appreciate your consideration and all your hard work for our community.

Please feel free to contact me if you have any questions or concerns about our parade or organization.

Sincerely,

Amanda Concannon

KOMM Parade Chairman

ament & Concu

251-600-9631

### 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:

December 5, 2022

SUBJECT:

Krewe of Mullet Mates Mardi Gras Parade

February 18, 2022

2:00 PM @ Mullet Point Park

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

#### KOMM

# (AN)

## POINT CLEAR, ALABAMA 36564

December 1, 2022

Chief Deputy
Baldwin County Sheriff's Office
310 Hand Avenue
Bay Minette, AL 36507

Dear Chief,

We would like to ask for your assistance with traffic for our 23rd annual Krewe of Mullet Mates parade, February 18, 2023.

The parade will begin at 2:00pm at Mullet Point Park, then travel south along County Road 1, passed Mary Ann Beach Road, and continue on to Pelican Point parking lot.

We have submitted a request to the Baldwin County Commission for their permission for this event; proof of liability insurance will be updated thirty days prior to the parade date and a copy sent to the Baldwin County Commission for their records. We will post signs at the entrances and exits to County Road One 7 days in advance. The Barnwell Fire Department has been notified and the Fairhope Boy Scouts Troop #47 will again clean up after the parade.

We appreciate your consideration and help in making this a safe and enjoyable event for our community, friends and families.

Sincerely,

Amanda Concannon KOMM Parade Chairman 251-600-9631



#### **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 11/22/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

APORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed.

A SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on

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#### **Baldwin County Commission**

#### **Agenda Action Form**

**Meeting Type:** BCC Regular Meeting

Meeting Date: 1/3/2023 Item Status: New

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

Submitted by: Anu Gary, Administrative Services Manager

#### ITEM TITLE

Gulf Coast Resource, Conservation and Development Council - Board Appointment(s)

#### STAFF RECOMMENDATION

Related to the Gulf Coast Resource, Conservation and Development Council, take the following actions:

- 1) Appoint Commissioner Matthew P. McKenzie to serve as a proxy member, to fill the place seat formerly held by Commissioner James E. Ball, for a pro-rata reduced four (4) year term, said term to commence January 3, 2023, and expire November 3, 2026; and
- 2) Appoint Mr. Blaine Chastain as a member to replace the place seat formerly held by Commissioner Matthew P. McKenzie, for a pro-rata reduced four (4) year term, said term to commence January 3, 2023, and expire November 3, 2026.

#### **BACKGROUND INFORMATION**

**Previous Commission action/date:** 11/16/2022, BCC Organizational Meeting - BCC appointed Commissioner Matthew P. McKenzie as a member and Commissioner Billie Jo Underwood as member-at-large to the Gulf Coast Resource, Conservation and Development Council, for the term of office as Commissioners (Nov. 16, 2022, to Nov. 3, 2026).

**Background:** At this time, staff is proposing the Commission consider the re-appointment of Commissioner McKenzie as a proxy member and the appointment of Mr. Blaine Chastain as a member for the place seat currently held by Commissioner McKenzie, both appointments being prorata reduced four-year terms, expiring at the end of this Commission's term on November 3, 2026.

The purpose and mission of the Gulf Coast Resource, Conservation and Development Council is to provide local leadership required for developing and carrying out a plan for orderly conservation, improvement, development and wise use of natural and human resources thereby improving the quality of life opportunities for people within the Gulf Coast Resource, Conservation and Development Project area comprising of the Poarch Band of Creek Indians and Baldwin, Escambia,

and Mobile Counties within the State of Alabama.

The Council shall consist of at least one, and no more than two, representatives from each of the Council's Sponsors. Each Sponsor reserves the right to appoint individuals whom it perceives will represent it well while serving in the best interest of the Council.

In the Council's by-laws, there are no term limits for members appointed by the County Commission.

#### FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

N/A

#### **LEGAL IMPACT**

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

Reviewed/approved by: N/A

Additional comments: N/A

#### ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

#### **FOLLOW UP IMPLEMENTATION**

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

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

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

Administration send correspondence to:

Mr. Blaine Chastain 40341 Whitehouse Fork Road Bay Minette, Alabama 36507

CC:

Mr. Charlie Ramsey, Executive Director Gulf Coast Resource, Conservation and Development Council 309 E. Ridgeley Street Atmore, Alabama 36502

Via email: <a href="mailto:charlie@gulfcoastrcd.org">charlie@gulfcoastrcd.org</a>

Commissioner McKenzie Ron Cink

Additional instructions/notes: N/A

#### GULF COAST RESOURCE, CONSERVATION AND DEVELOPMENT COUNCIL

Contact: Charlie Ramsey, Executive Director 309 E. Ridgeley Street Atmore, AL 36502 charlie@gulfcoastrcd.org (251) 368-1606

The purpose and mission of the organization is to provide local leadership required for developing and carrying out a plan for orderly conservation, improvement, development, and wise use of natural and human resources thereby improving quality of life opportunities for people within the Gulf Coast Resource, Conservation and Development Project area comprising of the Poarch Band of Creek Indians and Baldwin, Escambia and Mobile Counties within the State of Alabama.

The Council shall consist of at least one, and no more than two, representatives from each of the Council's Sponsors. Each Sponsor reserves the right to appoint individuals whom it perceives will represent it well while serving in the best interest of the Council.

MEMBERS	APPOINTED/REAPPOINTED	TERM OF OFFICE	EXPIRATION DATE
Commissioner Matthew P. McKenzie 312 Courthouse Square, Suite 12 Bay Minette, AL 36507	Appointed 11/16/2022 as a member to replace the place seat formerly held by Blaine Chastain	4 Years	11/03/2026
*Commissioner Billie Jo Underwood 312 Courthouse Square, Suite 12 Bay Minette, AL 36507	Appointed 11/16/2022 as a member-at-large to replace the place seat formerly held by Dawn Hopper	4 Years	11/03/2026
**Commissioner James E. Ball 312 Courthouse Square, Suite 12 Bay Minette AL 36507	Appointed 07/02/2019 as proxy member to the place seat formerly held by Commissioner Frank Burt Jr.	3 Years	11/08/2022

<sup>\*</sup>To serve as a member-at-large.

**REVISED: 11/16/2022 clc** 

<sup>\*\*</sup>To serve as the Baldwin County Commission's proxy.



#### **Baldwin County Commission**

#### **Agenda Action Form**

File #: 23-0401, Version: 1 Item #: CA4

**Meeting Type:** BCC Regular Meeting

Meeting Date: 1/3/2023 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-22018 - Alcohol License Application for JRS Big Country Store LLC d/b/a JRS Big Country Store

#### 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 Gulf Coast Retail Management LLC, d/b/a Big Country's Food Stop to JRS Big County Store LLC d/b/a JRS Big Country Store, located at 25931 County Road 32, Elberta, Alabama 36530.

#### **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: Joseph Frady (via email - jr@jrsbigcountrystore.com)
Sheriff Huey Hoss Mack
Terrie Watson
Sharon Hunt
Susanne Spears (Davis)
Joe Ryan
Celena Boykin
Matthew Brown

Additional instructions/notes: N/A

Kipp Kyzar, Baldwin County Health Department

From: <u>Carjetta L. Crook</u>

To: <u>jr@jrsbigcountrystore.com</u>

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

 Subject:
 LV-22018 – JRS Big Country Store LLC d/b/a JRS Big County Store

Date: Wednesday, December 14, 2022 9:33:44 AM

#### Mr. Frady,

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

Case Number:	LV-22018 – JRS Big Country Store LLC d/b/a JRS Big County Store
Location:	25931 County Road 32, Elberta, Alabama 36530
License Type:	050 – RETAIL BEER – (OFF PREMISES ONLY) 070 – RETAIL TABLE WINE - (OFF PREMISES ONLY)
Meeting Date / Time:	January 3, 2023
Meeting 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 #: ZV22-000528

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** 

JRs Big Country Store LLC DBA JRs Big Country Store

25931 County Road 32

Elberta AL 36530

Site Information

Parcel ID Number: 05-49-09-32-0-000-005.005-377777

Physical Address (E-911): 25931 COUNTY RD 32 ELBERTA, AL 36530

**Project Information** 

Applicant's Description of Proposed Use: Convenience Store

Staff Review

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

Zoning Status: Un-Zoned

Planning District: 13: County zoning has not been instituted

Zoning Classification: N/A Fire District: Elberta 31

Verification Status: Complete Date of Verification: 12/08/2022

Planner's Comments:

Reviewed By: Linda Lee, Planner

Linda Lee

#### **BALDWIN COUNTY COMMISSION**

#### **CONSENT FOR INSPECTION**

I, Josph Frady, the owner or authorized agent for the owner of the premises located at 25931 CR 32  Elbura, AL 36530,
do hereby consent to the inspection of said premises and the posting of a public notice
sign, by an employee of the Baldwin County Planning Department, Baldwin County,
Alabama, in conjunction with application for an alcohol license, without further
notice. I understand that the public signs are the property of the Baldwin County
Commission and are only to be removed by an employee of the Baldwin County
Commission.
Dated this 8th day of Delmber, 2022.
251-978-3339
Signature of Owner or Authorized Agent Telephone number

## STATE OF ALABAMA

CONTROL NO.

BALDWIN COUNTY

LICENSE NO.

2307514

2419484

ACCOUNT NO.

77150

ISSUED TO:

JRS BIG COUNTRY STORE LLC

FRADY, JOSEPH

X

25931 CO RD 32 ELBERTA, AL 36530

2022-2023

STORE LICENSE

CHAIN STORE LICENSE

OCCUPATIONAL LICENSE

LICENSE TYPE

LICENSE YEAR

DATE ISSUED						
11	08 :	2022				
MO.	DAY	YR.				

#### BUSINESS LOCATION:

25931 CO RD 32 ELBERTA, AL 36530

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

RL:LF3822

	COST / ITTO III II		U20 -	#2419	9484 -	T1 - F	2100147	7 - M1
SECTION	BUSINESS TYPE		License Amount	FEE	PENALTY	CITATION	INTEREST	TOTAL
0106	GASOLINE STATIONS AND PUMPS (10 add'l pumps)		41.25	1.00	0.00	0.00	0.00	42.25
069B	CEREAL BEVERAGES, SOFT DRINKS - Ri (on tap)	ETAILERS	15.00	1.00	0.00	0.00	0.00	16.00
0072	CIGARS, CIGARETTES, CHEROOTS, ETC	- RETAILERS	3.00	1.00	0.00	0.00	0.00	4.00
315A	STORE LICENSE		1.00	1.00	0.00	0.00	0.00	2.00
		12						
	u u							
	TRANSFER OF LICENSE Evidence laving been adduced before me that a bona fide		D	_			TOTAL	64.25
S	ale of the business licensed by this certificate has been made by licensee, this license is transferred to said purchaser.	Kathleen D. State Co		<u> </u>	)		MAIL FEE	0.00
·	Name of Purchaser	Vernon Barn Commissione		ue .			TOTAL WITH MAIL FEE	
		HARRY D'OLT	VE TR					

Issuing Authority

2023 - 2307514 11/8/2022 11:46:37 AM U20 - #2419484 T1 - P1001477 - M1

JRS BIG COUNTRY STORE LLC FRADY, JOSEPH 25931 CO RD 32 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:

December 9, 2022

Subject: Alcoholic Beverage License

**JRS Big Country Store LLC** 

**D.B.A JRS Big Country Store** 

Location: 25931 County Rd 32 Elberta, AL 36530 Mailing: 25931 County Rd 32 Elberta, AL 36530

APPLICANT: Joseph Frady

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-6596

COUNTY

PERMIT NUMBER

JRS Big Country Store LLC

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

JRS Big Country Store

ESTABLISHMENT LOCATED AT

25931 County Rd. 32

Elberta

36530-

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.

11/01/22

09/30/23

Date issued

**Expiration Date** 

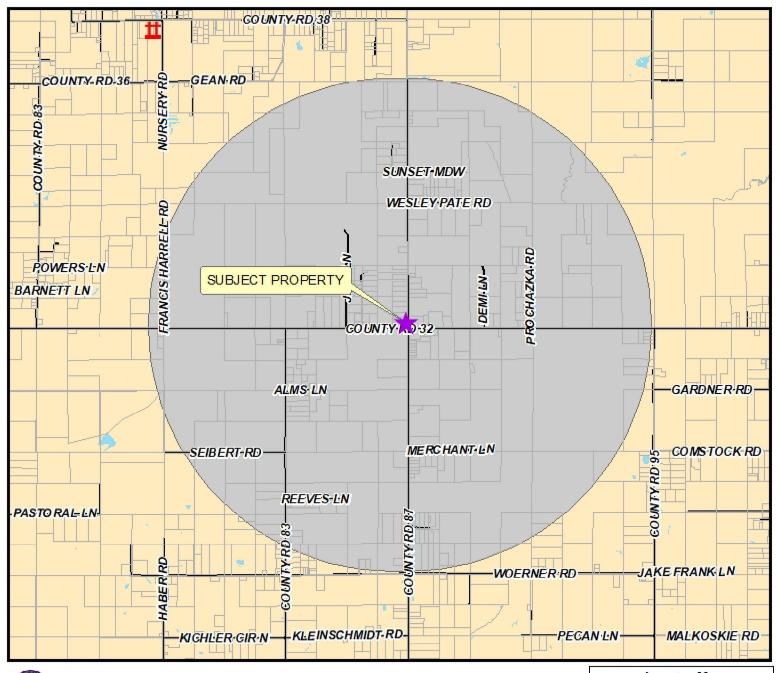
Scott Harris, M.D., M.P.H.

State Health Officer

Display for public view - not transferable

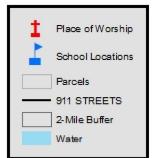
or District Health Official

ADPH-FLP-102L.01.2020

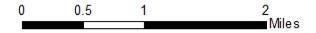


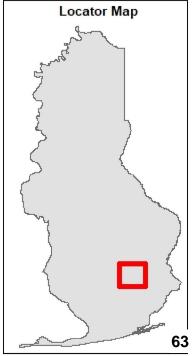




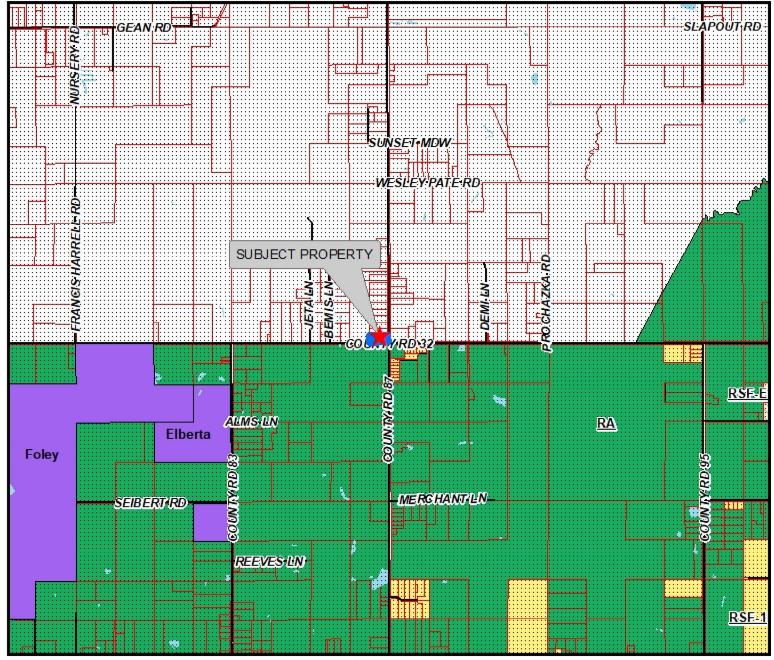


#### JRS BIG COUNTRY STORE LLCdba JRS BIG COUNTRY STORE 25931 COUNTY RD. 32, ELBERTA, AL 36530 ABC LICENSE





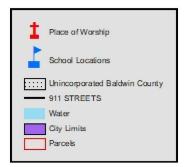
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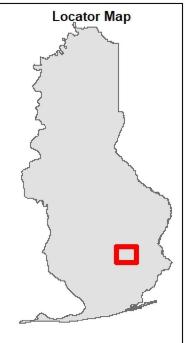




JRS BIG COUNTRY STORE LLCdba JRS BIG COUNTRY STORE 25931 COUNTY RD. 32, ELBERTA, AL 36530 ABC LICENSE



0 2,000 4,000 8,000 Feet



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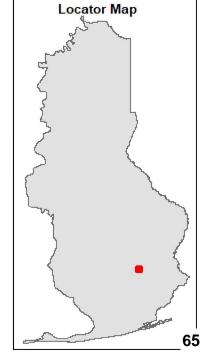




JRS BIG COUNTRY STORE LLCdba JRS BIG COUNTRY STORE 25931 COUNTY RD. 32, ELBERTA, AL 36530 ABC LICENSE



0 275 550 1,100 Feet



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#### **Baldwin County Commission**

#### **Agenda Action Form**

**Meeting Type:** BCC Regular Meeting

Meeting Date: 1/3/2023 Item Status: New

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

Submitted by: Anu Gary, Administrative Services Manager

#### ITEM TITLE

Considerations Related to Employment Contracts - Baldwin County Legislative Delegation Senior Policy Advisor

#### STAFF RECOMMENDATION

As Requested by the Baldwin County Legislative Delegation, authorize and approve the Employment Contract between the Baldwin County Commission, the Baldwin County Legislative Delegation and David Brewer, applicable to the position of a part-time Senior Policy Advisor, subject to the terms set forth in the Employment Contract.

The effective date of this Employment Contract shall be Monday, January 16, 2023. This Employment Contract shall continue in full force and effect through and including January 16, 2024.

#### BACKGROUND INFORMATION

#### Previous Commission action/date:

**Background:** The Baldwin County Legislative Delegation is requesting that the Commission approve the Employment Contract for David Brewer as a part-time Senior Policy Advisor.

#### **GENERAL BACKGROUND:**

Applicable Baldwin County local laws authorize, among other things, the Baldwin County Legislative Delegation to select personnel who serve at the pleasure of said Delegation; further, that the personnel may be considered County employees for the purpose of being eligible for benefits; further, that the personnel may contract for employment with either the Baldwin County Commission or Baldwin County Legislative Delegation; further, that the personnel are only paid said compensation and benefits from the Baldwin County Legislative Delegation Office Special Fund.

The purpose of the tri-party employment contract is simple as the Baldwin County Legislative Delegation sets the compensation and certain benefits and evaluates the employee, the Baldwin County Commission administers a personnel system where by the Legislative Delegation employee

is considered a county employee (without merit classified protections), and the Baldwin County Commission maintains the special fund whereby the Legislative Delegation employee is compensated and benefits costs are derived.

#### FINANCIAL IMPACT

Total cost of recommendation: \$37,000 annually, paid by the BC Legislative Delegation

**Budget line item(s) to be used:** 10451904.51130

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? Yes.

**Reviewed/approved by:** Reviewed and approved by Brad Hicks, County Attorney.

**Additional comments:** This position is not a Baldwin County Commission employee, but an employee of the Baldwin County Legislative Delegation.

#### 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): Commission Administration staff:

Draft correspondence to BC Legislative Delegation, send contract to Legislative Delegation Director to obtain required signatures of the contract employee and members of the Delegation, add to tickler for follow-up.

cc: Ron Cink

Cian Harrison

**Christie Davis** 

Deidra Hanak

Cliff McCollum

Additional instructions/notes: Administration - add to Tickler

## STATE OF ALABAMA ) COUNTY OF BALDWIN )

#### **EMPLOYMENT CONTRACT**

THIS EMPLOYMENT CONTRACT (hereafter the "Employment Contract") is made by and between the Baldwin County Legislative Delegation, composed of the members of the Alabama House of Representatives and Alabama State Senate who represent Baldwin County, Alabama, in the Legislature of Alabama (hereafter the "Baldwin County Legislative Delegation"), and **David Brewer** (hereafter the "Contract Employee"), wherein the Baldwin County Legislative Delegation agrees to provide, the Contract Employee agrees to accept, employment in consideration of the mutual covenants contained herein, the terms and services specified within this Employment Contract.

FURTHERMORE, THIS EMPLOYMENT CONTRACT has been approved by the Baldwin County Commission, the governing body of Baldwin County, Alabama, and a political subdivision of the State of Alabama (hereafter the "Baldwin County Commission").

#### WITNESSETH:

WHEREAS, personnel for the Baldwin County Legislative Delegation are governed in accordance with Section 45-2-190 of the Code of Alabama (1975) which provides as follows:

There is hereby established the Baldwin County Legislative Office. The County Commission of Baldwin County shall provide office space, office furniture, office equipment, telephone service, and accommodation for the members of the legislative delegation from the county. The personnel for the legislative delegation office shall be selected by the members of the legislative delegation. The personnel may or may not be considered county employees for the purposes of being eligible to participate in and be eligible for benefits available to county employees. The county commission or members of the legislative delegation may contract for services or employment with such personnel. The personnel shall serve at the pleasure of the legislative delegation. The amount of compensation for each of the assistants shall be fixed by the members of the legislative delegation and such compensation and benefits shall be paid by the county from the special fund established in Section 45-2-220.05.

WHEREAS, as provided at Section 45-2-190 of the Code of Alabama (1975), the amount of compensation for each of the assistants (i.e. personnel) shall be fixed by the members of the Baldwin County Legislative Delegation, and such compensation and benefits shall be paid by the Baldwin County Commission from the special fund established in Section 45-2-220.05 of the Code of Alabama (1975); furthermore, Section 45-2-244.183 of the Code of Alabama (1975) provides certain funding to the special fund established in Section 45-2-220.05 of the Code of Alabama (1975) of which Section 45-2-244.183 of the Code of Alabama (1975) provides as follows:

- (a) The privilege license tax levied hereunder, except where otherwise provided, shall be due and payable in monthly installments on or before the twentieth day of the month next succeeding the month in which the privilege license tax accrues. On or before such twentieth day, every person on whom the amounts levied hereunder are imposed shall render to the county, on a form or forms prescribed by the county commission or State Department of Revenue, a true and correct statement showing the gross proceeds of his or her business for the next preceding month, the amount of gross proceeds which are not subject to the privilege license tax, or are not to be used as a measurement of the amounts due by such person and the nature thereof, together with such other information as the county commission may require, and at the time of making such monthly report such person shall compute the privilege license taxes due and shall pay the Baldwin County Commission the amounts shown to be due. All taxes of the county shall be deposited into the general fund of the county treasury to be distributed as follows:
- (1) Seventy-five percent shall be distributed to the county general fund to be expended, as approved by the Baldwin County Commission, for general purposes; however, and per fiscal year from the foregoing distribution, the Baldwin County Commission shall appropriate two hundred thousand dollars (\$200,000) into a separate county fund to be used for the operation of the Baldwin County Legislative Office, established by Section 45-2-190, including, but not limited to, office equipment, communication equipment, salary supplements for personnel of the legislative delegation office, training, and official public travel for House and Senate members of the Baldwin County Legislative Delegation and personnel of the legislative delegation office and other expenses deemed appropriate only by written direction provided the Baldwin County Commission by the House and Senate members of the Baldwin County Legislative Delegation. The members and personnel of the office may be eligible for reimbursement where applicable under the same policies, procedures, and conditions as county elected officials as provided in County Commission Policy No. 8.6 and subsequent policies. All of the policies shall be subject to the same audit provisions as provided for the office. Notwithstanding the foregoing, the expenses for official travel by a member of the House of Representatives representing Baldwin County outside of his or her district shall not exceed two thousand dollars (\$2,000) per House of Representatives member during a county fiscal year, shall be subject to a majority vote of the House delegation, and shall be subject to periodic audits by the Examiners of Public Accounts. Expenses for official travel by a member of the Senate representing Baldwin County outside of his or her district shall not exceed seven thousand five hundred dollars (\$7,500) per senator during a county fiscal year and shall be subject to periodic audits by the Department of Examiners of Public Accounts.
- (2) Twelve percent shall be distributed into a separate county fund to be expended for historic sites in Baldwin County as follows: At least ten percent shall be expended for the Historic Blakeley Authority and up to two percent shall be expended for other historic sites in Baldwin County. The Baldwin County Commission shall produce a report annually for the House and Senate members of the Baldwin County Legislative Delegation detailing the disbursement of these funds.
- (3) Eight percent shall be distributed to the Baldwin County Economic Development Alliance for the purposes of growing and improving the county's economy.
- (4) The remaining balance in the fund at the end of the county fiscal year shall revert to the Baldwin County Legislative Delegation Office established by Section 45-2-190, to be expended as provided in subdivision (1) in addition to any other sums provided.
- (b) Privilege or license taxes collected and expended under authority of this subpart shall be audited by the Department of Examiners of Public Accounts.

(c) If any person subject hereto should fail to render any report, return, statement, or form required hereby or should willfully make false statement of facts in the report, return, statement, or form required hereunder, he or she shall upon conviction be punished by a fine of not more than five hundred dollars (\$500) for each violation of this section.

WHEREAS, in accordance with Section 45-2-190 of the Code of Alabama (1975), the Baldwin County Legislative Delegation has selected to employ the Contract Employee as a **part-time Senior Policy Advisor**; and

WHEREAS, the Contract Employee is willing to accept said position pursuant to the terms set forth herein; and

WHEREAS, the Baldwin County Legislative Delegation has requested that the Contract Employee be treated by the Baldwin County Commission as a County employee for the purpose only of receiving certain benefits provided to County employees, said benefits specifically provided 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 Legislative Delegation, the Contract Employee and the Baldwin County Commission 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 Legislative Delegation in accordance with the applicable state law.

**Without Cause:** At the sole discretion of the Baldwin County Legislative Delegation and without the need for a reason.

#### Article III.

#### TERM(S) AND PERIOD OF EMPLOYMENT

The Baldwin County Legislative Delegation selects the Contract Employee, and the Contract Employee hereby accepts employment with the Baldwin County Legislative Delegation as a **part-time Senior Policy Advisor**, which shall be classified as a salaried exempt position provided with benefits only as set forth herein, with absolutely no rights existing under the personnel merit system of Baldwin County, Alabama. The Contract Employee is employed solely at the pleasure of the Baldwin County Legislative

Delegation and may be dismissed, with or without cause, as determined exclusively by and in the sole discretion of the Baldwin County Legislative Delegation pursuant to this Employment Contract.

The 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 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 Legislative Delegation.

#### Article IV.

#### PERIOD OF PERFORMANCE

The effective date of this Employment Contract shall be Monday, January 16, 2023. This Employment Contract shall continue in full force and effect through and including January 16, 2024.

## Article V.

# **SCOPE OF SERVICES/DUTIES**

The Contract Employee is employed as a **part-time Senior Policy Advisor**. The Contract 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 (see **Exhibit "A"**) of said position and such other additional tasks and functions as are incidental thereto as determined by the Baldwin County Legislative Delegation. The aforementioned job description shall be attached hereto and included as though fully set forth herein. The Baldwin County Legislative Delegation shall have the right to request the Baldwin County Commission to amend said job description from time to time, in its sole discretion, thereby reducing or increasing the duties, tasks or functions of the Contract Employee.

As stated above, the Contract Employee shall be classified as a salaried exempt position provided with benefits only as set forth herein, with absolutely no rights existing under the personnel merit system of Baldwin County, Alabama. The Baldwin County Legislative Delegation, or its designee, shall have supervisory control over the Contract Employee, and the duties of the Contract Employee may be changed from time to time in the sole discretion of the Baldwin County Legislative Delegation. Notwithstanding any such change, the employment of the Contract Employee shall be construed as continuing under this Employment Contract as so modified.

The Contract Employee shall devote his time, full ability, and attention to the business of the Baldwin County Legislative Delegation without interruption during the term of this Employment Contract. The 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 Legislative Delegation.

## Article VI.

# STANDARD OF PERFORMANCE

The 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 Contract Employees is engaged. All services and products of whatsoever nature, which the Contract Employee delivers to the Baldwin County Legislative Delegation 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 Contract Employee's profession.

#### Article VII.

# **COMPENSATION**

The Contract Employee shall be paid for his performance under the Employment Contract based upon an annual rate of salary of Thirty Seven Thousand Dollars (\$37,000.00). Said salary shall be due and payable bi-weekly and to coincide with the payment of the salary and/or payroll of employees of Baldwin County, Alabama.

As the Contract Employee remains a retiree of the Retirement Systems of Alabama, he is specifically not eligible and remains prohibited from any compensation increases in excess of the prevailing postretirement allowance as issued by the Retirement Systems of Alabama

#### Article VIII.

# **BENEFITS**

In addition to the compensation hereinabove set forth, the Contract Employee shall receive benefits only as follows:

The Contract Employee shall be eligible to participate in any available health insurance coverage, life insurance coverage, or disability insurance coverage provided to County Employees by the Baldwin County Commission, subject to the terms and conditions of such insurance coverage, if any.

The Contract Employee shall enjoy leave accrued on the same terms and conditions as are provided for County employees and in accordance with the Baldwin County Commission Personnel Handbook, as the same may be amended in the discretion of the Baldwin County Commission.

Notwithstanding any statements contained in this Employment Contract, nothing herein shall be construed or interpreted as affording the Contract Employee any other rights existing under the personnel merit system of Baldwin County, Alabama, including, but not limited to, the Baldwin County Commission Personnel Handbook. The Contract Employee only enjoys benefits as they are granted under the Employment Contract.

Nothing in this contract, or in any amendment hereto, shall be construed to state or imply that Contract Employee is an employee of Baldwin County. The Contract Employee is an

employee of the Baldwin County Legislative Delegation which supervises the employee and makes all decisions as to the Contract Employee in such areas as, but not limited to, discipline, job duties, and pay.

#### Article IX.

# **TERMINATION**

It is understood that the Contract Employee works at the sole discretion and the sole pleasure of the Baldwin County Legislative Delegation, 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 Legislative Delegation to cancel, terminate or not renew this Employment Contract and to discontinue the services of the Contract Employee at any time, with or without cause, as those terms are herein defined.

Regardless of whether the Contract Employee is terminated with or without cause, upon termination, he shall be entitled to the benefits to which any salaried exempt employee of the Baldwin County Commission would be entitled upon separation, if authorized pursuant to this Employment Contract.

The 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 Contract Employee shall be entitled to the benefits to which any salaried exempt employee of the Baldwin County Commission would be entitled upon separation, if authorized pursuant to this Employment Contract. Any other payments due for accumulated leave time shall be paid in a lump sum to the Contract Employee within one month of his/her official termination date.

#### Article X.

## **CONTRACT EMPLOYEE EVALUATION**

The Baldwin County Legislative Delegation, by and through a majority of the members of the Baldwin County Legislative Delegation who reside in Baldwin County, Alabama, shall prepare and review with the Contract Employee an annual written evaluation of performance. Said annual written evaluation, among other considerations, may be used by the Baldwin County Legislative Delegation in determining the job performance of the Contract Employee; however, said written annual evaluation shall in no way affect or limit the Baldwin County Legislative Delegation's authority to terminate the Contract Employee with or without cause or at will.

The Contract Employee shall at all times adhere to the applicable Drug Free Workplace Policy and compliance with Alabama's ethics laws as conditions of employment.

#### Article XI.

## **REMEDIES NOT EXCLUSIVE**

No remedy herein conferred upon or reserved to the Baldwin County Legislative Delegation and/or the Baldwin County Commission is intended to be exclusive of any other remedy or remedies, and the Baldwin County Legislative Delegation and/or Baldwin County Commission retain each and every such remedy, now or hereafter existing, at law or in equity or otherwise.

#### Article XII.

# **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. This Employment Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

## Article XIII.

# **ASSIGNMENT**

The Contract Employee shall not assign any of his/her rights nor transfer any of his obligations under this Employment Contract without the prior written consent of the Baldwin County Legislative Delegation and 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 Contract Employee and this Employment Contract.

# Article XIV.

# NO WAIVER OF DEFAULT

No delay or omission of the Baldwin County Legislative Delegation and/or 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 Legislative Delegation and/or 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 Legislative Delegation and/or the Baldwin County Commission.

#### Article XV.

## 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. In addition, this Employment Contract supersedes and replaces all previous employment contracts or agreements between the parties. 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 XVI.

# **COMPLIANCE WITH THE LAW**

The 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 XVII.

# **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 United States District Court for the Southern District of Alabama, Southern Division.

#### Article XVIII.

# **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, person, 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 Contract Employee hereby warrants that the Contract Employee shall not have breached the terms or conditions of any other contract or agreement to which the Contract Employee is obligated.

# Article XIX.

# **NOTICES**

Any notices to be given under this Employment Contract by either Party to the other may be affected 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 XX.

# **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 XXI.

# **RULE OF CONSTRUCTION**

The Parties hereto acknowledge that each Party and its counsel have had the opportunity to review and revise this Employment Contract 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 this interpretation of this Employment Contract or any amendments hereto.

#### Article XXII.

# **AUTHORIZATION OF PAYMENT FROM THE SPECIAL FUND**

Pursuant to Section 45-2-220.05 (b) of the <u>Code of Alabama</u> (1975), the Baldwin County Legislative Delegation hereby authorizes disbursements from the special fund to be made by the Baldwin County Commission to the County general fund for the purpose of paying the salary, benefits, and any other expenses incurred by the Baldwin County Commission in the employment of the County Employee pursuant to this Employment Contract. The parties hereto acknowledge and agree that the Baldwin County Commission shall not be responsible for any expenses incurred pursuant to this Employment Contract, which shall be the responsibility and obligation of the Baldwin County Legislative Delegation, and the Baldwin County Commission shall be paid or reimbursed from the special fund for all expenses incurred pursuant to this Employment Contract. In the event the Baldwin County Legislative Delegation fails to disburse such funds or otherwise pay all expenses incurred by the Baldwin County Commission pursuant to this Employment Contract, this Employment Contract shall be terminated, and the parties shall have no further rights, duties or obligations hereunder. In that event, the Baldwin County Legislative Delegation shall make all payments to the appropriate parties for salaries, benefits, obligations or other expenses incurred pursuant to this Employment Contract through and including the date of such termination.

#### Article XXIII.

# **COUNTERPARTS**

This Employment Contract may be executed in one or more counterparts, and all such executed counterparts shall constitute the same contract. It shall be necessary to account for only one (1) such counterpart in proving this Employment Contract.

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 BEFORE SIGNING.

	By:
	By: SENATOR CHRIS ELLIOTT Date
STATE OF ALABAMA )	
COUNTY OF BALDWIN )	
Legislative Delegation, is signed to the for before me on this the day that, being inform	, a Notary Public, in and for said County in said State ose name as Senator and a member of the Baldwin County regoing instrument and who is known to me, acknowledged med of the contents of the instrument, he, as such officer and ntarily for and as the act of said Baldwin County Legislative
Given under my hand and seal this_	day of, 2023.
	Notary Public, Baldwin County, Alabama My Commission Expires:
BALI	By: SENATOR GREG ALBRITTON Date
STATE OF ALABAMA ) COUNTY OF BALDWIN )	SENATOR GREG ALBRITTON Date
hereby certify that GREG ALBRITTON, w Legislative Delegation, is signed to the for before me on this the day that, being inform	, a Notary Public, in and for said County in said State whose name as Senator and a member of the Baldwin County regoing instrument and who is known to me, acknowledged med of the contents of the instrument, he, as such officer and naturally for and as the act of said Baldwin County Legislative
Given under my hand and seal this_	day of, 2023.
	Notary Public, Baldwin County, Alabama

	By:	
	SENATOR VIVIAN DAVIS	
STATE OF ALABAMA )		
COUNTY OF BALDWIN )		
I,	d to the foregoing instrument and hat, being informed of the contents	d who is known to me of the instrument, she, a
Given under my hand and seal this_	day of	, 2023.
	Notary Public, Baldwin County, A. My Commission Expires:	Alabama
	By:	
	By: REP. DONNA GIVENS	Date
STATE OF ALABAMA ) COUNTY OF BALDWIN )		
I, hereby certify that DONNA GIVENS, wh County Legislative Delegation, is signed acknowledged before me on this the day the such officer and with full authority, executed Legislative Delegation.	d to the foregoing instrument and hat, being informed of the contents	d who is known to me to of the instrument, she, a
Given under my hand and seal this_	day of	_, 2023.
	Notary Public, Baldwin County, A. My Commission Expires:	Alabama

	By:	
	REP. ALAN BAKER	Date
STATE OF ALABAMA )		
COUNTY OF BALDWIN )		
I, nereby certify that ALAN BAKER, whose regislative Delegation, is signed to the for perfore me on this the day that, being information full authority, executed the same volume Delegation.	regoing instrument and who is keeped of the contents of the instru	mown to me, acknowledge, as such office
Given under my hand and seal this_	day of	, 2023.
	Notary Public, Baldwin County My Commission Expires:	
	By: REP. MATT SIMPSON	
	REP. MATT SIMPSON	Date
STATE OF ALABAMA )		
COUNTY OF BALDWIN )		
Ι,		
neereby certify that MATT SIMPSON, whose Legislative Delegation, is signed to the for perfore me on this the day that, being information with full authority, executed the same volume Delegation.	regoing instrument and who is keepen of the contents of the instrument.	ember of the Baldwin C known to me, acknowl ment, he, as such office
Legislative Delegation, is signed to the for before me on this the day that, being information with full authority, executed the same volume.	e name as Representative and a me regoing instrument and who is k med of the contents of the instru- ntarily for and as the act of said	ember of the Baldwin C known to me, acknowl ment, he, as such office Baldwin County Legis

	By:	
	REP. REP. JENNIFER FIDL	ER Date
TATE OF ALABAMA )		
COUNTY OF BALDWIN )		
I,	to the foregoing instrument and nat, being informed of the contents	who is known to of the instrument, she
Given under my hand and seal this_	day of	_, 2023.
	Notary Public, Baldwin County, Al My Commission Expires:	
	By:REP. FRANCES HOLK-JON	
	REP. FRANCES HOLK-JON	<b>VES</b> Date
STATE OF ALABAMA ) COUNTY OF BALDWIN )		
I,	signed to the foregoing instrument anat, being informed of the contents	and who is known to a of the instrument, she
Given under my hand and seal this_	day of	_, 2023.
	Notary Public, Baldwin County, Al My Commission Expires:	

	By:	
	By:REP. BRETT EASTERBROOK	Date
STATE OF ALABAMA )		
COUNTY OF BALDWIN )		
I, hereby certify that BRETT EASTERBRO Baldwin County Legislative Delegation, is acknowledged before me on this the day that officer and with full authority, executed the Legislative Delegation.	signed to the foregoing instrument and var, being informed of the contents of the in	who is known to m strument, he, as suc
Given under my hand and seal this_	day of	23.
	Notary Public, Baldwin County, Alabar My Commission Expires:	na
BALD	DWIN COUNTY LEGISLATIVE DEL  By:  REP. SHANE STRINGER	
STATE OF ALABAMA ) COUNTY OF BALDWIN )		
I,	I to the foregoing instrument and what, being informed of the contents of the in	mber of the Baldw o is known to m strument, he, as suc
Given under my hand and seal this_	day of	23.
	Notary Public, Baldwin County, Alabar My Commission Expires:	ma

# DAVID BREWER (CONTRACT EMPLOYEE)

	By:	
	DAVID BREWER	Date
STATE OF ALABAMA )		
COUNTY OF BALDWIN )		
,	, a Notary Public, in and	I for said County in said S
I,	day that, being informed of th	
Given under my hand and seal this_	day of	, 2023.
	Notary Public, Baldwin Cour My Commission Expires:	•
EMP	LOYMENT CONTRACT AI	PPROVED BY:
BALI	OWIN COUNTY COMMISS	ION
Ву	/: <u> </u>	
	<b>CHARLES F. GRUBER</b>	Date
As	s Its: Chairman	
	ATTEST:	
D,	RONALD J. CINK	Date
	As Its: County Administrato	
STATE OF ALABAMA )		
COUNTY OF BALDWIN )	a Mataury Dulalia in and	1 fan aaid Carreter in aaid C
I,		
name as County Administrator of the BAL		
political subdivision of the State of Alabam		
to me, acknowledged before me on this the d		
as such officers and with full authority, excommission.		
Given under my hand and seal this_	day of	, 2023.
	Notary Public, Baldwin Cou	nty Alahama
	My Commission Expires:	111, 1 1140 ama

#### POSITION DESCRIPTION

Title: Senior Policy Advisor

Department: Legislative Constituents Services Office

Job Analysis: December 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

# Relationships

Reports To: Members of the Baldwin County Legislative Delegation

Subordinate Staff: None

Internal Contacts: Staff of the Baldwin County Legislative Delegation

External Contacts: Members of the Alabama Legislature, Legislative Services

Agency, Executive Branch Agencies, County and Municipal

Officials and the General Public

Status: Salaried/Exempt

## **Job Summary**

Reporting to the Members of the Baldwin County Legislative Delegation, coordinates and advances the work of Delegation. Ensures the efficiency and effectiveness of the Delegation's operations at the State House and State Capitol in the City of Montgomery. Serves as a trusted adviser and researcher to and represents Delegation Members in delegated projects and initiatives designed to achieve the Delegation's priorities and objectives.

# **Job Domains**

- 1. Manages high-priority projects designed to achieve the Delegation's mission and strategic vision; builds and maintains successful working relationships and coordinates with a wide range of offices, staff, and stakeholders, internal and external to the Delegation.
- 2. Gathers, investigates, researches, analyzes, and/or studies information affecting delegation priorities; participates in policy development and problem resolution.
- 3. Anticipates, identifies and troubleshoots issues of concern or significance; exercises discretion to provide timely information and necessary updates to Delegation Members.

- 4. Ensures matters requiring the attention of Delegation Members are thoroughly developed, researched and evaluated; responds to routine inquiries as directed.
- 5. Researches, writes, edits and/or coordinates preparation of legislation, special reports, briefings and presentations; conceives, crafts, and edits messages, letters and other communications on behalf of Delegation Members.
- 6. Coordinates Delegation meetings in the City of Montgomery when the legislature is in or out of session as directed.
- 7. Supports and sustains a culture of public service, professionalism and continuous improvement.
- 8. Performs miscellaneous job-related duties as assigned.

# Knowledge, Skills, and Abilities

- 1. Strategic planning skills.
- 2. Strong interpersonal, organizational and critical thinking skills; adaptability to meet changing demands.
- 3. Ability to identify, analyze and address a wide variety of issues and problems in a high-stress environment.
- 4. Knowledge of the goals, objectives, structure and operations of state and local government.
- 5. Ability to gather data, compile information, and prepare reports.
- 6. Ability to perform complex tasks and to prioritize multiple projects.
- 7. Superior research, writing, and oral communication.
- 8. Ability to create, compose, and edit correspondence and other written materials.
- 9. Skill in examining and re-engineering operations and procedures, formulating policy, and developing and implementing new strategies and procedures.
- 10. Exceptional interpersonal skills and the ability to interact and work effectively with public officials and the general public.
- 11. Demonstrated ability to maintain confidentiality.

# **Minimum Requirements**

- 1. Bachelor's Degree in political science, public administration or related field.
- 2. Minimum of eight years senior-level managerial and legislative experience.
- 3. Knowledgeable in Alabama General Law, Local Laws and regulatory processes.
- 4. Ability to work independently; self-motivated, creative, organized, and deeply committed to personal and organizational excellence.

From: Cliff McCollum < <a href="mailto:Cliff.McCollum@baldwincountyal.gov">Cliff.McCollum@baldwincountyal.gov</a>>

**Sent:** Tuesday, December 27, 2022 2:45 PM **To:** Anu Gary < AGary@baldwincountyal.gov > **Subject:** Meeting Minutes and Approval Letters

Anu,

The Baldwin County Legislative Delegation voted at its Dec. 15, 2022, meeting to approve both the leasing of the Orange Beach office space and the approval for the creation of the position of Senior Policy Advisor and to extend a job offer and contract for the aforementioned position to David Brewer. I have attached the minutes from that meeting to this email as evidence of said approval.

If you need more correspondence from the Baldwin County Legislative Delegation on this matter, please let me know.

We appreciate our special relationship with the Baldwin County Commission and remain in your collective service as needed, working together, as we always shall, to keep Baldwin County great.

Thanks,

Cliff

Cliff McCollum
Director of Constituent Services, Baldwin County Legislative Delegation 251-990-4615
251-300-0974

# \Baldwin County Legislative Delegation Delegation Meeting Thursday, December 15, 2022 Fairhope County Commission Workroom Agenda

Present (In Person): Matt Simpson, Alan Baker, Jennifer Fidler, Donna Givens, Frances Holk Jones, Chris

Elliott, Vivian Davis Figures

Present (via Zoom/Phone): Shane Stringer, Greg Albritton

**Absent: Brett Easterbrook** 

Staff: Cliff McCollum, BCLD Director

- Election of Baldwin County Local Legislation Committee Officers (House members)
  - o Chairperson
    - Simpson nominated by AB, seconded by FHJ
    - Discussion about rules/procedures regarding rotation of chairmanship;
       Senators explain methods Senate uses; discussion of other House delegation rules/procedures
    - Simpson unanimously approved
  - o Vice Chairperson
    - Givens nominated by AB, seconded by FHJ
    - Givens unanimously approved
- Delegation Protocols and Procedures
  - o Budget Report Discussion
    - Budget report given by staff
  - Mileage and Expenditures Discussion
    - Enabling legislation limitations discussed and explained.
  - o Delegation Rules and Regulations Discussion
    - Questions regarding purchasing and procedures for spending office account money discussed. Lack of formal written rules and procedures from other delegations discussed.
    - Delegation requests a subcommittee be formed to discuss potential changes for policy/enabling legislation comprised of Simpson, Baker and Albritton.
      - Subcommittee will meet in early 2023 to begin process.
  - Any Other Business
  - Sen. Chris Elliott leaves meeting but calls back in on cell phone for continued discussion
- Office Space Discussion
  - Update on Current Offices
    - Status report given on current Fairhope, Bay Minette offices.
  - Update/Discussion on New Office Spaces
    - Status update given on new Bay Minette office space to be leased
      - Approval voted by all present, except Fidler abstaining

- Status report given on new Orange Beach office space to be leased
  - Approval voted by all present, except Simpson abstaining
- Any Other Business
- Delegation Staff Discussion
  - Current Staff Jobs/Roles/Duties
    - Current Staff Roles discussed
    - Delegation votes unanimously to reappoint Director McCollum for another four-year term
  - O Potential New Staff Jobs/Roles/Duties
    - Position of Senior Policy Advisor discussed by delegation, with potential hire for position of David Brewer
      - Delegation votes unanimously to name David Brewer as the delegation's new Senior Policy Advisor and extend a contract to Brewer.
  - LSA Forms
    - Forms are passed out and returned to staff from members present at meeting to send to LSA.
  - Any Other Business
  - Sen. Figures leaves meeting, Sen. Albritton and Rep. Stringer leave Zoom/phone calls.
- Pending Legislation
  - Annexations
    - Bay Minette, Spanish Fort, Gulf Shores
      - Updates given by staff.
    - Foley Update Potential Referendum Annexation
      - Update given by staff.
  - Expired/Abandoned Baldwin County Boards/Authorities
    - Update given by staff.
  - Current Requests from Baldwin County Elected Officials/Governmental Bodies
    - Update given by staff.
  - o Any Other Business
- Any Other Business

\_

# ACT #2019- 338

1 SB367
2 201569-6
3 By Senators Albritton and Elliott (N & P)
4 RFD: Local Legislation
5 First Read: 02-MAY-19



1	SB367
2	
3	
4	With Notice and Proof
5	
6	ENROLLED, An Act,
7	Relating to Baldwin County; to amend Section
8	45-2-244.183, Code of Alabama 1975, to further provide for the
9	distribution of the privilege license tax on the leasing or
10	renting of tangible personal property; to amend Section
11	45-2-220.05, Code of Alabama 1975, relating to the
12	distribution of certain additional recording fees; to provide
13	that the portion of the additional recording fee distributed
14	to the county legislative delegation office would be
15	redistributed to the Baldwin County District Attorney's
16	Office; and to provide retroactive effect.
17	BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:
18	Section 1. Section 45-2-244.183, Code of Alabama
19	1975, is amended to read as follows:
20	"§45-2-244.183.
21	"(a) The privilege license tax levied hereunder,
22	except where otherwise provided, shall be due and payable in
23	monthly installments on or before the twentieth day of the
24	month next succeeding the month in which the privilege license
25	tax accrues. On or before such twentieth day, every person on

whom the amounts levied hereunder are imposed shall render to the county, on a form or forms prescribed by the county commission or State Department of Revenue, a true and correct statement showing the gross proceeds of his or her business for the next preceding month, the amount of gross proceeds which are not subject to the privilege license tax, or are not to be used as a measurement of the amounts due by such person and the nature thereof, together with such other information as the county commission may require, and at the time of making such monthly report such person shall compute the privilege license taxes due and shall pay the Baldwin County Commission the amounts shown to be due. All taxes of the county shall be deposited into the general fund of the county treasury to be distributed as follows:

"(1) Seventy-five percent shall be distributed to the county general fund to be expended, as approved by the Baldwin County Commission, for general purposes; however, and per fiscal year from the foregoing distribution, the Baldwin County Commission shall appropriate two hundred thousand dollars (\$200,000) into a separate county fund to be used for the operation of the Baldwin County Legislative Office, established by Section 45-2-190, including, but not limited to, office equipment, communication equipment, salary supplements for personnel of the legislative delegation office, training, and official public travel for House and

1	Senate members of the Baldwin County Legislative Delegation
2	and personnel of the legislative delegation office and other
3	expenses deemed appropriate only by written direction provided
4	the Baldwin County Commission by the <u>House and Senate</u> members
5	of the Baldwin County Legislative Delegation. The members and
6	personnel of the office may be eligible for reimbursement
7	where applicable under the same policies, procedures, and
8	conditions as county elected officials as provided in County
9	Commission Policy No. 8.6 and subsequent policies. All of the
10	policies shall be subject to the same audit provisions as
11	provided for the office. Notwithstanding the foregoing, the
12	expenses for official travel by a member of the House of
13	Representatives representing Baldwin County outside of his or
14	<pre>her district shall not exceed two thousand dollars (\$2,000)</pre>
15	per <u>House of Representatives</u> member <del>per</del> <u>during a county fiscal</u>
16	year, shall be subject to a majority vote of the House
17	delegation, and shall be subject to periodic audits by the
18	Examiners of Public Accounts. Expenses for official travel by
19	a member of the Senate representing Baldwin County outside of
20	his or her district shall not exceed seven thousand five
21	hundred dollars (\$7,500) per Senator during a county fiscal
22	year and shall be subject to periodic audits by the Examiners
23	of Public Accounts.
24	"(2) $\frac{\text{Ten}}{\text{Twelve}}$ percent shall be distributed into a
25	separate county fund to be expended, as approved by the

1	Baldwin County Commission in a resolution spread upon its
2	minutes, for the Historic Blakeley Authority. Of the funds
3	distributed to the Historic Blakeley Authority annually,
4	twenty-five thousand dollars (\$25,000) shall be expended by
5	the authority for the preservation, restoration, and
6	interpretation of Fort Mims and of the remaining funds 50
7	percent shall be expended for capital improvement.
8	Notwithstanding the foregoing earmarking of expenditures for
9	the Historic Blakeley Authority for capital outlay, in any
10	fiscal year that the authority adds to and supplements its
11	lease tax revenue with contributions of capital expansion
12	funds or other equivalent capital contributions of real or
13	personal property from other sources, an amount of funds from
14	this section earmarked for capital outlay equal to 50 percent
15	of the additional contributions for capital outlay or
16	equivalent capital contributions may be expended for
17	operations in lieu of expending for capital outlay.
18	Disbursements shall be made quarterly to the Historic Blakeley
19	Authority. for historic sites in Baldwin County as follows: At
20	least ten percent shall be expended for the Historic Blakeley
21	Authority and up to two percent shall be expended for other
22	historic sites in Baldwin County. The Baldwin County
23	Commission shall produce a report annually for the House and
24	Senate members of the Baldwin County Legislative Delegation
25	detailing the disbursement of these funds.

# \$B367

1	"(3) Fifteen percent shall be distributed into the
2	Baldwin County Community Capital Fund, which is hereby
3	established, to be expended only upon the unanimous direction
4	of the members of the Baldwin County Legislative Delegation
5	and for public purposes, not otherwise provided for by law,
6	that in their judgment are worthy, for the best interest of
7	the county, and promote the economic well-being of the
8	citizens of Baldwin County and may specifically include
9	projects at the Fort Morgan State Historic Site. Any
10	unexpended balance in the fund at the end of the county fiscal
11	year shall remain in the fund and shall not revert to any
12	other state or local fund.
13	"(3) Eight percent shall be distributed to the
14	Baldwin County Economic Development Alliance for the purposes
15	of growing and improving the county's economy.
16	"(4) The remaining balance in the fund at the end of
17	the county fiscal year shall revert to the Baldwin County
18	Legislative Delegation Office established by Section 45-2-190,
19	to be expended as provided in subdivision (1) in addition to
20	any other sums provided.
21	" <del>(4)</del> <u>(5)</u> Privilege or license taxes collected and
22	expended under authority of this subpart shall be audited by
23	the Examiners of Public Accounts.
24	"(b) If any person subject hereto should fail to
25	render any report, return, statement, or form required hereby

1	or should willfully make false statement of facts in the
2	report, return, statement, or form required hereunder, he or
3	she shall upon conviction be punished by a fine of not more
4	than five hundred dollars (\$500) for each violation of this
5	section."
6	Section 2. Section 45-2-220.05, Code of Alabama
7	1975, is amended to read as follows:
8	"§45-2-220.05.
9	"(a) In Baldwin County, there is levied an
10	additional recording fee of three dollars (\$3), and the
11	Baldwin County Commission may impose, by resolution of the
12	county commission, an additional recording fee not to exceed
13	two dollars (\$2), which shall be charged and collected on each
14	instrument, unless the instrument is otherwise exempt from all
15	fees filed for record in the office of the judge of probate.
16	The office of the judge of probate shall not receive an
17	instrument, unless the instrument is otherwise exempt from the
18	payment of a filing fee, for filing unless the filing fee
19	required by this part is paid. The fees required by this part
20	shall be in addition to all other fees provided by law.
21	"(b) One dollar (\$1) from each three dollar (\$3)
22	additional recording fee collected shall be deposited by the
23	county commission in a special fund established in a bank
24	located in Baldwin County to be used for the purpose of

establishing, operating, and maintaining the county

25

1	legislative delegation office. Disbursements from the fund
2	shall be made by the county commission only upon direction of
3	a majority of the members of the county legislative delegation
4	who reside in Baldwin County. Any unexpended balance in the
5	fund at the end of the county fiscal year shall remain in the
6	fund and shall not revert to any other state or local fund.
7	Starting with the 2000 fiscal year budget, the county
8	commission may make such appropriations as it deems necessary
9	from time to time from the county general fund to the special
10	fund for the county legislative delegation office distributed
11	to the Baldwin County District Attorney's Office.
12	"(c) The operation of the act adding this amendatory
13	language shall be retroactive to June 1, 2000, and all action
14	taken and payments made pursuant to the act adding this
15	amendatory language on and after that date are ratified and
16	confirmed.
17	" <del>(c)</del> <u>(d)</u> Fees collected under this part shall be
18	audited by the Examiners of Public Accounts."
19	Section 3. This act shall be effective October 1,
20	2019, following its passage and approval by the Governor, or
21	its otherwise becoming law.

1	
2	
3	- 2 Jan
4	President and Presiding Officer of the Senate
5	Mac McCatchen
6	Speaker of the House of Representatives
7 8 9 10 11 12 13 14	SB367 Senate 08-MAY-19 I hereby certify that the within Act originated in and passed the Senate, as amended.  Patrick Harris, Secretary.
16 17 18 19	House of Representatives Amended and passed 23-MAY-19
20 21 22	Senate concurred in House ame ment 23-MAY-19  Governor's signature
23 24	APPROVEDBy: Senator Albritton
- •	TIME

Laret = 05/31/13 11/19/06/09

HOUSE ACTION (Continued)

HOUSE OF REPRESENTATIVES  R. 3 at length and passed  Yeas   1 Nays   Abs   79
Yeas Nays Abs
Date <u>5.23-19</u>
as not
IEEE WOODARD Clerk



# **Baldwin County Commission**

# **Agenda Action Form**

File #: 23-0408, Version: 1 Item #: CA6

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 1/3/2023 Item Status: New

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

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

# ITEM TITLE

Reconfirming the Divisional Resolution of the Baldwin County Commission (Resolution #2023-006)

# STAFF RECOMMENDATION

Reconfirm the "Divisional Resolution of the Baldwin County Commission," codified as Resolution #2023-006 of the Baldwin County Commission which effected certain procedural requirements and prescribed other permitted duties as enumerated at Act No. 239 (1931), as amended, and other applicable law.

# **BACKGROUND INFORMATION**

Background: November 16, 2022 - Adopted the Divisional Resolution of the Baldwin County Commission (Resolution #2023-006) - 2022-2026 Term of Office.

The "Divisional Resolution of the Baldwin County Commission" provides for certain designations of Baldwin County Commission's duties and other procedural requirements found in Alabama law (whether Baldwin County local law or general Alabama law).

This request for the Baldwin County Commission to reconfirm the instrument known as the "Divisional Resolution" is to recognize the applicable 1931 Baldwin County local law which established the Baldwin County Commission as it envisioned the annual designation of the four "Divisions" (i.e. Chairman and Purchasing Division, Road and Bridge Division, Finance and Taxation Division and Industrial and Civic Division) to be made in January of each year; therefore, the "Divisional Resolution" is placed on the agenda each January to reconfirm said designations.

Previous Commission action/date: N/A

## FINANCIAL IMPACT

Total cost of recommendation: N/A

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

Item #: CA6 File #: 23-0408, Version: 1

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

# **LEGAL IMPACT**

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

Reviewed/approved by: N/A

Additional comments: N/A

# ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

# FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration Department

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 #2023-006 OF THE BALDWIN COUNTY COMMISSION

ENACTING AN INSTRUMENT TO BE COMMONLY KNOWN AS THE "DIVISIONAL RESOLUTION OF THE BALDWIN COUNTY COMMISSION" TO AUTHORIZE CERTAIN PROCEDURAL REQUIREMENTS AND PRESCRIBE OTHER PERMITTED AND AUTHORIZED DUTIES, AS ENUMERATED AT ACT NO. 239 (1931), AS AMENDED, AND OTHER APPLICABLE LAW.

KNOW ALL MEN BY THESE PRESENTS THAT WHEREAS, the Baldwin County Commission was established by a 1931 Act of the Legislature of Alabama, as amended by said Legislature of Alabama from time-to-time in subsequent years thereafter, which, collectively, are commonly referred to as Act No. 239, [Local Acts Alabama, 1931, p. 100] as amended [hereinafter referred to as "Act No. 239 (1931), as amended"]; and

WHEREAS, in addition to the duties, powers, jurisdiction, authority and privileges set forth in Act No. 239 (1931), as amended, the Baldwin County Commission exercises other additional authority as provided by the <u>Constitution of Alabama</u> 1901, General Laws of the State of Alabama and applicable Baldwin County Local Laws; and

WHEREAS, pursuant to §11-3-1 (e) of the <u>Code of Alabama</u> 1975, the Baldwin County Commission is required to meet on the Wednesday following the election and tabulation of provisional ballots pursuant to §17-10A-2 of the <u>Code of Alabama</u> 1975 of any one of its members whose term commences at 12:00 a.m. on the second Wednesday following the general election at which he or she is elected; and

WHEREAS, in Baldwin County, Alabama, during the November 8, 2022, General Election, County Commissioners were elected to compose the Baldwin County Commission requiring said honorable county governing body to convene as required by the aforementioned Alabama law; and

WHEREAS, on this date, November 16, 2022, during the regular meeting required by the aforementioned Alabama law, the Baldwin County Commission, respecting Act No. 239 (1931), as amended, coupled with the decision of the Supreme Court of the State of Alabama as found at State ex rel. Whetstone v. Baldwin County, 686 So.2d 220 (Ala.1996) and §45-2-72.01 of the Code of Alabama 1975 hereby adopts this instrument in order to authorize certain procedural requirements, and prescribe other permitted and authorized duties, as enumerated at Act No. 239 (1931), as amended, and other applicable law; now therefore

BE IT RESOLVED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, that, pursuant to Section 7 of Act No. 239 (1931), as amended, and for the convenience and efficiency in the exercise and execution of the duties, powers, jurisdiction, authority and privileges, as enumerated in Act No. 239 (1931), as amended, the Baldwin County Commission is required to provide for the "Divisions," of the Baldwin County Commission, as follows:

# FIRST DIVISION Chairman and Purchasing Division Commissioner

# SECOND DIVISION Road and Bridge Division Commissioner

# THIRD DIVISION Finance and Taxation Division Commissioner

# FOURTH DIVISION Industrial and Civic Division Commissioner

FURTHER, BE IT RESOLVED, that, pursuant to Section 8 of Act No. 239 (1931), as amended, the duties required of each "Division," of the Baldwin County Commission, are as follows:

# FIRST DIVISION Chairman and Purchasing Division Commissioner

- (a) Shall be the presiding officer of the Baldwin County Commission; and
- (b) Shall sign the minutes of the proceedings of the Baldwin County Commission; and
- (c) Shall sign all warrants drawn on the County Treasury and all orders drawn on funds or disbursements of the County, except as otherwise directed by the Baldwin County Commission; and
- (d) Shall be such Office's duty to prepare the order of business and obtain information for the sessions of the Baldwin County Commission and see that all orders thereof are properly executed, except as otherwise directed by the Baldwin County Commission; and
- (e) Shall act as the Purchasing Agent for the County and all purchases for and on behalf of Baldwin County and the Baldwin County Commission or by any Division or employee of the Baldwin County Commission, and all purchases by and for any office, officer or employee of Baldwin County, except those under the jurisdiction of and acting as for the Baldwin County Board of Education and paid out of school funds, shall be made through the Chairman and Purchasing Commissioner; and
- (f) Such Office is directed and required to use all proper care in purchasing to the best interest of Baldwin County; and
- (g) Shall perform such services only under the direction and control of the entire Baldwin County Commission and in the manner directed by the Baldwin County Commission; and
- (h) In addition thereto, such Office shall perform all duties and have all rights, powers, jurisdiction, authority and privileges that may be granted to and required of the Chairman and Purchasing Division Commissioner by the Baldwin County Commission, and all duties, powers, jurisdiction, authority and privileges that are now or may

Page 2 of 12

- hereafter be granted to and required by the presiding officer of the Courts of County Commissioners, Boards of Revenue, or other governing bodies of the Counties by the General Laws of the State of Alabama, except as otherwise provided in this act; and
- (i) Shall give bond in the sum of \$5,000 payable to Baldwin County, conditioned upon the faithful performance of such Office's duties with lawful sureties, to be approved by the Judge of Probate of Baldwin County; and
- (j) Shall, upon requisition from any officer, Division or employee of Baldwin County, issue a purchase order for equipment, supplies and materials necessary and proper for the functioning of the county business, and attend the purchase of the same; and
- (k) At each meeting of the Baldwin County Commission, such Office shall have available for the Baldwin County Commission the details of all purchases made since the previous meeting, show the articles purchased, from who purchased, the price paid therefor, the quantity purchased, for what office, officer for Division the same was purchased, and the object for which said purchase was made and the requisition therefor to the end that the Baldwin County Commission as a whole and individually shall at all times be fully advised as to the expenditures made since the last preceding meeting.

# SECOND DIVISION Road and Bridge Division Commissioner

- (a) Shall have jurisdiction over the location, construction, maintenance and repair of the roads and bridges in Baldwin County under the jurisdiction of the Baldwin County Commission; and
- (b) Shall render all necessary and proper assistance to the State Highway Department in its operation in Baldwin County; and
- (c) Shall make requisition upon the Chairman and Purchasing Division Commissioner for all necessary and proper purchases of supplies, material, and equipment for the location, construction, maintenance and repair of the roads, provided, however, it shall not be necessary for such Office to make requisition for repair parts and for minor equipment before purchasing the same when the same is needed for immediate use, nor shall it be necessary for such Office to make requisition for authority to have minor repairs made on County road equipment and machinery, when to make such requisition would cause unnecessary and expensive delay; and
- (d) Shall budget the funds available for road location, construction, maintenance, and repair and allocate the fair and reasonable amount of such funds to the location, maintenance and repair and shall maintain necessary and proper labor and technical employees and proper equipment within the funds available for the proper location, construction, repair and maintenance of the roads and bridges in every section of Baldwin County, and such Office shall report to the Baldwin County Commission such budget and allocation of the funds,

equipment, labors and employees, so that the Baldwin County Commission may pass upon the same and make such recommendations, changes and directions as it shall deem to the interest of Baldwin County.

# THIRD DIVISION Finance and Taxation Division Commissioner

- (a) Shall be charged with the duty of acquiring all necessary and proper information for the Baldwin County Commission as to the financial condition of Baldwin County, and at each meeting have available for the Baldwin County Commission a complete statement showing all funds available and for what purpose created, all claims against Baldwin County and on which fund the same are chargeable, and shall from time to time prepare a general budget for Baldwin County so as to fairly and equitably allocate and apportion the funds of Baldwin County to its several services and shall from time to time determine the probable expenditures and the probable income of Baldwin County from all available sources; and
- (b) Shall gather all necessary and proper information as to the assessed valuation of property in Baldwin County; and
- (c) Shall in the exercise and discharge of such Office's duties report to the Baldwin County Commission at each meeting his actions and make recommendations relating to Baldwin County's finances to the end that Baldwin County's expenditures shall not exceed its income.

# FOURTH DIVISION Industrial and Civic Division Commissioner

- (a) Shall make a survey of the resources of Baldwin County and have the same available for the Baldwin County Commission from time to time, to the end that the agricultural, mineral, timber, water, labor and all other resources of Baldwin County shall be fully developed; and
- (b) Shall cooperate with the Department of Public Health, the Department of Public Welfare, the Agricultural Experiment Station, the Agricultural Extension Work Services, and the Federal and State Reforestation Services, as well as with all other services for the promotion of all its resources and render to them all proper assistance in their respective spheres of operation, and keep the Baldwin County Commission advised as to the activities and needs of the several departments and services; and
- (c) Shall cooperate with the several municipalities and communities in Baldwin County in the development of such communities and municipalities, and keep the Baldwin County Commission advised as to such Offices' activities relative thereto.

FURTHER, BE IT RESOLVED, that, as authorized at Section 11-3-20 of the <u>Code of Alabama</u> 1975 and pursuant to Section 7 of Act No. 239 (1931), as amended, and for the convenience and efficiency in the exercise and execution of the duties, powers, jurisdiction, authority and privileges, as enumerated in Act No. 239 (1931), as amended, the Baldwin County Commission, further, invokes Section 11-3-20 of the <u>Code of Alabama</u> 1975, and said Section 7 of Act No. 239 (1931), as amended, and, collectively, authorizes and directs, as follows:

The Chairman and Purchasing Division Commissioner shall serve as signatory for the Baldwin County Commission on all appropriate documents, such as resolutions, orders, contracts or directives as are necessary to carry out the official actions as adopted by the Baldwin County Commission in regular or special session assembled.

FURTHER, BE IT RESOLVED, that, while Section 7 of Act No. 239 (1931), as amended, requires the Baldwin County Commission to designate its members into the aforementioned Division(s) *in January of each year*, the Baldwin County Commission, pursuant to the decision of the Supreme Court of the State of Alabama as found at *State ex rel. Whetstone v. Baldwin County*, 686 So. 2d 220 (Ala. 1996) and §45-2-72.01 of the Code of Alabama 1975 shall authorize the initial application of said designations on November 16, 2022, which, in fact, causes the Baldwin County Commission to invoke Section 7 of Act No. 239 (1931), as amended, which provides that said Baldwin County Commission retains the authority, *from time to time*, to change the "Division(s)" of the specific duties, powers, jurisdiction, authority and privileges within each of such "Division(s)" and, furthermore pursuant to said Section 7, preserves the authority to change, *at will*, the Commissioner from one "Division" to another, as limited by §45-2-72.01 of the Code of Alabama 1975 and, to this end, the Baldwin County Commission exercises its collective will to change the Commissioners, from one "Division" to another, to be effected per the time schedule as follows:

# YEAR 1 - Divisional Composition of the Members of the Baldwin County Commission November 16, 2022 - November 6, 2023

# FIRST DIVISION

Chairman and Purchasing Division Commissioner

District 4 Commissioner, CHAIR

# SECOND DIVISION

Road and Bridge Division Commissioner

District 2 Commissioner

# THIRD DIVISION

Finance and Taxation Division Commissioner

District 3 Commissioner, VICE CHAIR

# FOURTH DIVISION

Industrial and Civic Division Commissioner

District 1 Commissioner

YEAR 2 - Divisional Composition of the Members of the Baldwin County Commission November 7, 2023 - November 4, 2024

# FIRST DIVISION

Chairman and Purchasing Division Commissioner

District 3 Commissioner, CHAIR

## SECOND DIVISION

# Road and Bridge Division Commissioner

District 1 Commissioner

# THIRD DIVISION

# Finance and Taxation Division Commissioner

District 2 Commissioner, VICE CHAIR

# FOURTH DIVISION

# **Industrial and Civic Division Commissioner**

District 4 Commissioner

# YEAR 3 - Divisional Composition of the Members of the Baldwin County Commission November 5, 2024- November 3, 2025

# FIRST DIVISION

# Chairman and Purchasing Division Commissioner

District 2 Commissioner, CHAIR

# SECOND DIVISION

# Road and Bridge Division Commissioner

District 4 Commissioner

# THIRD DIVISION

# Finance and Taxation Division Commissioner

District 1 Commissioner, VICE CHAIR

# FOURTH DIVISION

# Industrial and Civic Division Commissioner

District 3 Commissioner

# YEAR 4 - Divisional Composition of the Members of the Baldwin County Commission November 4, 2025 - November 3, 2026

# FIRST DIVISION

# Chairman and Purchasing Division Commissioner

District 1 Commissioner, CHAIR

# SECOND DIVISION

## Road and Bridge Division Commissioner

District 3 Commissioner

# THIRD DIVISION

# Finance and Taxation Division Commissioner

District 4 Commissioner, VICE CHAIR

# FOURTH DIVISION

# **Industrial and Civic Division Commissioner**

District 2 Commissioner

FURTHER, BE IT RESOLVED, that, as required by Section 11 of Act No. 239 (1931), as amended, any three of said Commissioners shall constitute a quorum for the transaction of business which is compliant to Section 11-3-7 of the <u>Code of Alabama</u> 1975 which requires a majority of members of the Baldwin County Commission to constitute a quorum.

FURTHER, BE IT RESOLVED, that, pursuant to, but not limited to, a decision by the honorable Supreme Court of the State of Alabama as found at *Ex parte Meeks*, 682 So.2d 423 (Ala.1996), the "Chairman and Purchasing Division Commissioner" is entitled to vote on all matters coming before the Baldwin County Commission.

FURTHER, BE IT RESOLVED, that, as required by §45-2-72.01 of the <u>Code of Alabama</u> 1975, the Office of "Chairman and Purchasing Division Commissioner" shall rotate in the chronological sequence as provided for in this resolution; however, notwithstanding the chronological sequence provided for by this instrument setting forth the rotation with the Office of "Chairman and Purchasing Division Commissioner" and pursuant to §45-2-72.01 of the <u>Code of Alabama</u> 1975 a member may decline to serve in the Office of "Chairman and Purchasing Division Commissioner" during all or part of the period of his or her rotation by the submission of a written statement to the Baldwin County Commission, and the Baldwin County Commission shall select a member to serve as chair during the rotation period of the member.

FURTHER, BE IT RESOLVED, that, as authorized at §11-3-20 of the <u>Code of Alabama</u> 1975 and as directed by this instrument, and, further, pursuant to Section 7 of Act No. 239 (1931), as amended, and for the convenience and efficiency in the exercise and execution of the duties, powers, jurisdiction, authority and privileges, as enumerated in Act No. 239 (1931), as amended, the Baldwin County Commission, further, invokes §11-3-20 of the <u>Code of Alabama</u> 1975 and Section 7 and, collectively, authorizes, directs and elects one member of Baldwin County Commission to serve, *only in the temporary absence of the "Chairman and Purchasing Division Commissioner*," as "Chairman and Purchasing Division Commissioner" and at all other times shall be styled, in addition to their prescribed "Division" Commissioner duties, as "Vice Chairman of the Baldwin County Commission" per the following time schedule, as follows:

November 16, 2022, through November 6, 2023 District 3 Commissioner	
 November 7, 2023, through November 4, 2024 District 2 Commissioner	
November 5, 2024, through November 3, 2025 District 1 Commissioner	=
November 4, 2025, through November 3, 2026 District 4 Commissioner	

and, to such end, said member of the Baldwin County Commission, in the aforementioned time schedule, acting as "Chairman and Purchasing Division Commissioner" and only in the temporary absence of the "Chairman and Purchasing Division Commissioner," is authorized to exercise any and all duties related to said "Chairman and Purchasing Division Commissioner;" notwithstanding the aforementioned, said member of the Baldwin County Commission, while acting in the temporary absence of the "Chairman and Purchasing Division Commissioner" and as acting "Chairman and Purchasing Division Commissioner," shall, also, accomplish any and all duties required of such "Division" Commissioner as primarily designated by this instrument.

FURTHER, BE IT RESOLVED, that, with respect for §36-25A-1, et seq., <u>Code of Alabama</u> 1975 and as required by Section 11-3-8 (a), <u>Code of Alabama</u> 1975, the Baldwin County Commission at this first county commission meeting held pursuant to Section 11-3-1 of the <u>Code of Alabama</u> 1975, establishes the days of the month on which **REGULAR MEETINGS** of the Baldwin County Commission shall be held, as follows:

For the purpose of conducting the public business affairs of the Baldwin County Commission, said Baldwin County Commission shall meet, in regular session assembled, in the County Commission Chambers, at the Baldwin County Administration Building, located at 322 Courthouse Square, at the County Seat, in Bay Minette, Alabama, on the **first Tuesday of each month**, and on the Wednesday following the general election and tabulation of provisional ballots pursuant to Section 17-10A-2 of any one of its members beginning at **8:30 a.m.** and in the County Commission Chambers, at the Baldwin County Fairhope Satellite Courthouse, located at 1100 Fairhope Avenue, in Fairhope, Alabama, on the **third Tuesday of each month**, beginning at **8:30 a.m.** 

FURTHER, BE IT RESOLVED, that, as authorized at Section 11-3-8 (b), <u>Code of Alabama</u> 1975, the Baldwin County Commission shall exercise said Section 11-3-8 (b), <u>Code of Alabama</u> 1975, to convene **SPECIAL MEETINGS**, emergency or other, of the Baldwin County Commission.

FURTHER, BE IT RESOLVED, that, with respect for §36-25A-1, et seq., of the <u>Code of Alabama</u> 1975, the Baldwin County Commission establishes the days of the month on which **WORK SESSIONS** of the Baldwin County Commission shall be held, as follows:

For the purpose of conducting the working sessions, or what are commonly referred to as work sessions, of the Baldwin County Commission, said Baldwin County Commission shall meet, on the **Monday prior to the regularly scheduled meetings of each month** beginning at **8:30 a.m.**, in working session assembled at:

Baldwin County Administration Building in **Bay Minette**, Alabama 322 Courthouse Square County Commission Conference Room or Meeting Chambers

January 2023 May 2023 September 2023 January 2024 May 2024 September 2024 January 2025 May 2025 September 2025 January 2026 May 2026 September 2026

Baldwin County Satellite Courthouse at **Fairhope**, Alabama 1100 Fairhope Avenue County Commission Conference Room or 2<sup>nd</sup> Floor Conference Room or Meeting Chambers

> December 2022 February 2023 Page 8 of 12

June 2023 October 2023 February 2024 June 2024 October 2024 February 2025 June 2025 October 2025 February 2026 June 2026 October 2026

#### Baldwin County Central Annex Building in **Robertsdale**, Alabama 22251 Palmer Street Auditorium or County Commission Conference Room

March 2023 July 2023 November 2023 March 2024 July 2024 November 2025 July 2025 November 2025 March 2026 July 2026 November 2026

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

April 2023 August 2023 December 2023 April 2024 August 2024 December 2024 April 2025 August 2025 December 2025 April 2026 August 2026

FURTHER, BE IT RESOLVED, that, with respect for §36-25A-1, et seq., of the <u>Code of Alabama</u> 1975, the Baldwin County Commission establishes the days of the month on which **ROAD AND BRIDGE DIVISION MEETINGS** of the Baldwin County Commission shall be held, as follows:

For the purpose of conducting the Road and Bridge Division meetings of the Baldwin County Commission, said Baldwin County Commission shall meet, in Road and Bridge Division session assembled, in the Auditorium at the Baldwin County Central Annex

Building, located at 22251 Palmer Street, in Robertsdale, Alabama, quarterly on the third Thursday of January, April, July, and October beginning at 8:30 a.m.

FURTHER, BE IT RESOLVED, that, with respect for §36-25A-1, et seq., of the <u>Code of Alabama</u> 1975, the Baldwin County Commission establishes the days and months on which **DEPARTMENT HEAD MEETINGS** of the Baldwin County Commission shall be held, as follows:

For the purpose of conducting the Department Head meetings of the Baldwin County Commission, said Baldwin County Commission shall meet quarterly on the second Thursday of March, June, September, and December, beginning at 8:30 a.m., at:

Baldwin County Administration Building in **Bay Minette**, Alabama 322 Courthouse Square County Commission Conference Room or Meeting Chambers

December 2022 December 2023 December 2024 December 2025

Baldwin County Satellite Courthouse at **Fairhope**, Alabama 1100 Fairhope Avenue County Commission Conference Room or 2<sup>nd</sup> Floor Conference Room or Meeting Chambers

> March 2023 March 2024 March 2025 March 2026

Baldwin County Central Annex Building in **Robertsdale**, Alabama 22251 Palmer Street Auditorium or County Commission Conference Room

> June 2024 June 2024 June 2025 June 2026

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

September 2023 September 2024 September 2025 September 2026

FURTHER, BE IT RESOLVED, that, pursuant to Section 7 of Act No. 239 (1931), as amended, and for the convenience and efficiency in the exercise and execution of the duties,

powers, jurisdiction, authority and privileges, as enumerated in Act No. 239 (1931), as amended, the Baldwin County Commission, further, invokes said Section 7 and, collectively, authorizes and directs that the Baldwin County Commission shall conduct its public business affairs in regular session and special session assembled pursuant to Robert's Rules of Order, and Act No. 239, (1931), as amended, and applicable Alabama law.

FURTHER, BE IT RESOLVED, that, pursuant to Robert's Rules of Order, 12<sup>th</sup> Edition (Sept. 2020) ("RRO") §2.16, as a commission having a dozen or fewer members as defined by RRO §49.21, the Baldwin County Commission may adopt rules that govern its meetings by less formal procedures. Accordingly, the Baldwin County Commission hereby adopts a rule that the Chairman shall have the right to make or second motions during meetings of the Baldwin County Commission.

FURTHER, BE IT RESOLVED, that, pursuant to the authority conveyed at Section 23-1-80, <u>Code of Alabama</u> 1975, the Baldwin County Commission, for the purposes of constructing and maintaining all county roads/highways, requires all county roads/highways to be constructed and maintained on the basis of the county as a unit with funds to accomplish said construction / maintenance as provided by the Baldwin County Commission.

FURTHER, BE IT RESOLVED, that pursuant to §45-2-72.01 of the <u>Code of Alabama</u> 1975 the Baldwin County Commission shall **adopt this instrument during the first meeting of newly-elected Baldwin County Commissioners**, said meeting required pursuant to §11-3-1 (e), <u>Code of Alabama</u> 1975 coupled with the decision of the Supreme Court of the State of Alabama as found at *State ex rel. Whetstone v. Baldwin County, 686 So.2d 220 (Ala.1996)*, on November 14, 2018, and **reconfirm said instrument**, respecting Section 7 of Act No. 239 (1931), as amended, providing amendments if so authorized, **in January of each year** or from time to time, as set forth at Section 7 of Act No. 239 (1931), as amended, to provide for "Division" designations setting forth the "Division" Commissioners from one "Division" to another, as limited by §45-2-72.01 of the <u>Code of Alabama</u> 1975, as per the following time schedule with respect to §36-25A-1, et seq., <u>Code of Alabama</u> 1975 and §45-2-72.01 of the <u>Code of Alabama</u> 1975 in regular meeting assembled on the dates, chronologically prescribed as follows:

First Regular	Meeting on November 16, 2022 for 2022-2026 Baldwin County Commission
	First Regular Meeting in January, 2023.
	First Regular Meeting in January, 2024.
31	First Regular Meeting in January, 2025.
	First Regular Meeting in January, 2026.

FURTHER, BE IT RESOLVED, that 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, and this instrument shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

DONE, AS RESOLVED AND ORDERED, BY THE COUNTY COMMISSION OF BALDWIN COUNTY, ALABAMA, and under the Seal of the County Commission of Baldwin County, Alabama, on this the 16<sup>th</sup> day of November, 2022.

ATTEST:

CHARLES F. GRUBER

Chairman and Purchasing Division Commissioner

RONALD J. CINK

Budget Director/Interim County Administrator



## **Baldwin County Commission**

## **Agenda Action Form**

File #: 23-0460, Version: 1 Item #: CA7

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 1/3/2023 Item Status: New

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

#### ITEM TITLE

Resolution #2023-048 of the Baldwin County Commission - Act No. 90-449 (Fire Tax) - Elberta Volunteer Fire Department - Approval of Use of Fire Tax Proceeds

#### STAFF RECOMMENDATION

Take the following actions:

- 1) Adopt Resolution #2023-048 of the Baldwin County Commission which provides the Baldwin County Commission's required approval for the Elberta 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 \$50,000.00 (and the repayment of said loan's applicable interest) for the purchase of new radio equipment; and
- 2) Authorize the Baldwin County Commission Chairman to execute any other necessary documentation related to the adoption of Resolution #2023-048, including any other assurances, certificates and financing documents or approvals to affect such approval and purchase of the abovedescribed 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 #2023-048) from Elberta Volunteer Fire Department on December 21, 2022, requesting the Commission for approval for said entity to use its proceeds of taxes derived by Act No. 90-449 as security for repayment of a loan not to exceed \$50,000.00 (and the repayment of said loan's applicable interest) for the purchase of new radio equipment.

The purchase will include the following:

Item #: CA7 File #: 23-0460, Version: 1

34 Motorola APX 600 Portable Radios

- 10 Motorola APX 4500 Mobile Radios
- 2 Motorola APX 1500 Mobile Radios
- 34 Motorola XE5000 Remote Speakers

The Baldwin County Fire Chiefs' Association has approved the request by resolution as required (see Exhibit B to Resolution #2023-048).

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

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

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

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

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

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

#### FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

#### LEGAL IMPACT

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

Item #: CA7 File #: 23-0460, Version: 1

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:

Elberta Volunteer Fire Department Chief Nick Scheer Post Office Box 152 Elberta, Alabama 36530

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 # 2023-048 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 ELBERTA 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 Elberta 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 \$50,000.00 (and the repayment of said loan's applicable interest) for the purchase of new radio equipment; 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 Elberta 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 \$50,000.00 (and the repayment of said loan's applicable interest) for the purchase of new radio equipment; and

FURTHER, BE IT RESOLVED, that this instrument, codified as *Resolution #2023-048* of the Baldwin County Commission, shall in no way obligate the Baldwin County Commission as to the loan sought by the Elberta Volunteer Fire Department as hereinabove referenced, or any loan, sought or secured by the Elberta Volunteer Fire Department.

DONE, under the Seal of Baldwin County, Alabama, as affixed on this the 3<sup>rd</sup> day of January 2023.

	Commissioner Charles F. Gruber, Chairman
ATTEST:	
Ronald J. Cink, Budget Director/	<del></del>
Interim County Administrator	







12/02/2022

To whom it may concern:



The Elberta Volunteer Fire Department Inc. is requesting the ability to barrow funds from Government Capital Corporation. The funds would be used to cover the difference in cost for new radio equipment from which we received a grant. The purchase will include the following:

- 34 Motorola APX 6000 Portable Radios
- 10 Motorola APX 4500 Mobile Radios
- 2 Motorola APX 1500 Mobile Radios
- 34 Motorola XE5000 Remote Speakers

We are requesting to barrow \$50,000.00 on a 3 year loan with a 6.3% interest rate. The payments will be \$18,445.20 annually for 3 payments totaling \$55,335.60.

Frank Stewart

**Deputy Chief** 

Elberta Volunteer Fire Department Inc.

251-747-2190

frank@elbertafire.com



## Baldwin County Fire Chiefs' Association

established 1969

#### RESOLUTION

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

WHEREAS, said Act provides as follows:

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

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

AND, WHEREAS, Baldwin County Fire Departments are duly incorporated under the laws of this State and qualified pursuant to <u>Section 9-13-17</u>, 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

Elberta Volunteer Fire Department

Approved to finance \$50,000 for

Motorola APX radios

Financed by Government Capital Corporation

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: President

BY: 5 excelory



## **Baldwin County Commission**

## **Agenda Action Form**

File #: 23-0406, Version: 1 Item #: CE1

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 1/3/2023 Item Status: New

From: Wanda Gautney, Purchasing Director/Probate Judge Harry D'Olive

Submitted by: Wanda Gautney, Purchasing Director

#### ITEM TITLE

Amendment (Schedule D) to the Service Agreement for Phase II for Restoration and Preservation of the Old Baldwin County Probate Deed Books and Documents for the Baldwin County Commission

#### STAFF RECOMMENDATION

Approve and authorize the Chairman to execute the Amendment (Schedule D) in the amount of \$415,350.00 to the Service Agreement between Baldwin County Commission and Kofile **Technologies, Inc.**, originally approved on February 15, 2022, for the preservation and imaging of old Probate Deed Books.

Amendment (Schedule D) will become effective upon full execution and will remain in effect for 180 days of retrieving the records from the Probate Office.

#### **BACKGROUND INFORMATION**

Background: Probate Judge D'Olive requests the Commission approve the Amendment (Schedule D) in the amount of \$415,350.00 to the Service Agreement with Kofile Technologies, Inc., originally approved on February 15, 2022. This is the continuation of the project to perform the preservation services and archival imaging of the old County Deed Books.

This project will be funded from Probate Data Processing Fund 721.

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

02/15/2022 meeting: Approved and authorized the Chairman to execute the Service Agreement with Kofile Technologies, Inc., in the amount \$427,517.25 for Phase II of the restoration and preservation of the old Baldwin County Probate Deed Books and Documents. This 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. This 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.

12/05/2022 meeting: Approved and authorized the Chairman to execute the Amendment (Schedule C) the Service Agreement that was approved between Baldwin County Commission and Kofile

File #: 23-0406, Version: 1 Item #: CE1

Technologies, Inc., on February 15, 2022, in the amount \$199,999.98 for the preservation, archival imaging, and imaging of historical records for the Baldwin County Archives and History Department. Amendment (Schedule C) became effective upon full execution and will remain in effect for 180 days of retrieving the records from the County Archives Department.

12/20/2022 meeting: Approved and authorized the Chairman to execute the Amendment (Schedule B) in the amount of \$409,463.45 to the Service Agreement that was approved on February 15, 2022, between Baldwin County Commission and Kofile Technologies, Inc., for the preservation and imaging of old Probate Deed Books. Amendment (Schedule B) became effective upon full execution and will remain in effect for 180 days of retrieving the records from the Probate Office.

#### FINANCIAL IMPACT

Total cost of recommendation: \$415,350.00

Budget line item(s) to be used: 72158400.51500

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: 01/03/2023

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 D- 2022 Preservation and Archival Imaging of County Records

This Schedule D is issued pursuant to the Service Agreement (the "Agreement") effective February 15, 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 D 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 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 \$138,450.00 based upon the estimated total of \$415,350.00. 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 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 COUNT	SHEET SIZE	DESCRIPTION	(PRV) PRESERVATION	(IM) ARCHIVAL IMAGING	LINE-ITEM Total
307-417	71,000	8 ¾" x 15 ½		\$355,000.00	\$60,350.00	\$415,350.00
TOTAL DEED RECORDS		\$355,000.00	\$60,350.00	\$415,350.00		

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

KOFILE TECHNOLOGIES, INC.

Jonathan Mohn

President

Baldwin County, AL

Namo: Charles E Cruber

Name: Charles F. Gruber

Title: Chairman of the Baldwin

County Commission



#### 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.** <u>Amendments and Changes in the Law.</u> 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 COUNT	SHEET SIZE	DESCRIPTION	(PRV) PRESERVATION	(IM) ARCHIVAL IMAGING	LINE-ITEM 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 F	RECORDS			\$341,425.00	\$58,042.25	\$399,467.25

BALDWIN COUNTY, AL DSB SHELVING				
QUANTITY	DESCRIPTION	UNIT PRICE	LINE-ITEM 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	
RESERVATION, IMAGING, AND SHELVING UNITS			\$427,517.25	



## **Baldwin County Commission**

### **Agenda Action Form**

File #: 23-0414, Version: 1 Item #: CE2

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 1/3/2023

Item Status: New

From: Wanda Gautney, Purchasing Director/Joey Nunnally, County Engineer/Frank Lundy,

Maintenance Engineer

Submitted by: Wanda Gautney, Purchasing Director

#### ITEM TITLE

Competitive Bid #WG22-12 - Provision of Guardrail Installation and Repair on County Right-of-Ways for the Baldwin County Commission

#### STAFF RECOMMENDATION

Extend the Contract for Competitive Bid #WG22-12 - Provision of Guardrail Installation and Repair on County Right-of-Ways with C & H Construction Services, LLC, for an additional twelve (12) months at the same prices and terms stated in the bid specifications as awarded on January 18, 2022.

The Contract extension will expire on January 18, 2024.

#### BACKGROUND INFORMATION

**Background:** The Highway Department is requesting that the Commission extend the bid for the Provision of Guardrail Installation & Repair on County Right-of-Ways with C & H Construction Services, LLC, that was awarded on January 18, 2022, 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, C & H Construction Services, LLC, has submitted an email agreeing to extend the bid prices for an additional twelve (12) months. The Contract extension will expire on January 18, 2024.

#### Previous Commission action/date:

01/18/2022 meeting: Awarded the bid for the Provision of Guardrail Installation and Repair on County Right-of-Ways to C & H Construction Services, LLC as per the Award Listing and authorized the Chairman to execute the Contract. Contract effective immediately upon the same date as its full execution for twelve (12) months.

12/12/2021 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the provision of Guardrail Installation and Repair on County Right-of-Ways; 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

Item #: CE2 File #: 23-0414, Version: 1

advertised.

#### FINANCIAL IMPACT

Total cost of recommendation: Variable

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

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

N/A

#### LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

#### ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

#### FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 01/03/2023

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>Brandon Donoghue</u>
To: <u>Wanda Gautney</u>

Subject: RE: Bid #WG22-12 - Provision of Guardrail Installation & Repair

**Date:** Monday, December 19, 2022 7:43:23 AM

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

Wanda,

Good morning. C&H Construction agrees to extend this contract!

Thanks,



Brandon Donoghue

**C&H** Construction Services, LLC

Cell: 251-508-3640

Office: 251-973-9500 (Ext. 109)

Fax: 251-973-9600

www.candhconstructionservices.com

From: Roman Clayton <romanclayton@candhconst.com>

Sent: Friday, December 16, 2022 2:25 PM

To: Brandon Donoghue <brandond@candhconst.com>

Subject: Fwd: Bid #WG22-12 - Provision of Guardrail Installation & Repair

Renew this

Sent from my iPhone

Begin forwarded message:

From: Wanda Gautney < wgautney@baldwincountyal.gov >

Date: December 16, 2022 at 1:53:09 PM CST

**To:** Roman Clayton < <u>romanclayton@candhconst.com</u>>

Subject: Bid #WG22-12 - Provision of Guardrail Installation & Repair

Roman,

Bid #WG22-12 - Provision of Guardrail Installation & Repair on County Right-of-Ways will be expiring in January 18, 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. I have attached a copy of the Award Listing for your review.

Please let me know if **C & H Construction Services, LLC,** agrees to a twelve (12) month extension at the same prices and terms of the original bid award dated January 18, 2023.

Thank you

Wanda Gautney, Purchasing Director Baldwin County Purchasing Department

Phone: (251) 580-2520 Fax: (251) 580-2536

Email: wgautney@baldwincountyal.gov

## **COMPETITIVE BID #WG22-12 Award Listing**

Provision of Guardrail Installation & Repair Effective Date: 01/18/2022 through 01/18/2023

BIDDER: C & H Construction Services, LLC		
Delivered FOB Baldwin County		
Steel Railing, W-Beam, Galvanized (6' post, Complete in place)	\$36.00	L.F.
Steel Railing, W-Beam, Galvanized (8' post, Complete in place)	\$42.00	L.F.
Steel Railing (Radius) W-Beam, Convex, Galvanized (6' post, Complete in place)	\$34.00	L.F.
Steel Railing (Radius) W-Beam, Convex, Galvanized (8' post, Complete in place)	\$42.00	L.F.
End Anchor, Type 8 (MASH Complete in place)	\$1,500.00	Each
End Anchor, Type 13 (Complete in place)	\$2,800.00	Each
End Anchor, Type 13 (MASH Complete in place)	\$4,800.00	Each
End Anchor, Type 20 (MSKT, MASH, Complete in place)	\$3,800.00	Each
Impact Attenuator (SCI, TL-3, MASH Complete in place)	\$38,073.00	Each
Impact Attenuator (QuadGuard, M10, TL-3, MASH Complete in place)	\$39,597.40	Each 24" Wide
Impact Attenuator (TAU-M, TL-3, MASH Compelete in place)	\$40,597.00	Each 30" Wide
Impact Attenuator (QuadGuard Elite, M-10, TL-3, MASH, Complete in place)	\$43,224.00	Each 24" Wide
Hourly Labor Rate	\$600.00	/Hour
Hourly Labor Rate (Removal of old rail)	\$600.00	/Hour

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 C & H Construction Services, LLC, (hereinafter referred to as "PROVIDER").

#### WITNESSETH:

Whereas, at its regular meeting on Tuesday, January 18, 2022, the COUNTY authorized staff to solicit bids for the Provision of Guardrail Installation and Repair on County Right-of Ways; and

Whereas, PROVIDER presented a 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:

C & H Construction Services, 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 necessary equipment, resources and the professional, technical, and administrative personnel with the specific experience and training necessary to provide the professional services required herein.
- V. <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, including but not limited to Title 43 CFR Sec. 12.76 paragraphs (b) through (i); Sec.12.700 through 12.830; Sec. 17 Subpart A, B, C; Sec. 18 and Sec. 43. 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 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. Notice. Notice required herein shall be in writing, unless

otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER:

C & H Construction Services, LLC

9408 Bellingrath Road Theodore, AL 36582

ATTN: Brandon Donoghue

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 #WG22-12", 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 #WG22-12 named, Provision of Guardrail Installation & Repair on County Right-of-Ways for the Baldwin County Commission".

- A. PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
- B. PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
- C. PROVIDER represents and warrants that its services shall be performed within the limits and standards provided by the COUNTY, in a manner consistent with the level of care and skill ordinarily exercised by similar providers under similar circumstances at the time the services are performed.

#### XVII. General Responsibilities of the COUNTY.

A. The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the

scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.

B. The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

XVIII. <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. 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 "ATTACHMENT A". Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services

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

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

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

prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

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

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

shall specifically state that such insurance shall provide for at least ten (10) days' notice to County in the event of cancellation, termination or any change in such insurance policies. The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County Representatives. Should Provider fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, County may, at its option, suspend this Contract until insurance is obtained, terminate this Contract immediately without further action, or hold Provider in material default and pursue any and all remedies available.

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

- (a) Acceptance of Surety. The bond and/or surety document must be reviewed by, and be acceptable to, County staff and approved by the County Commission. In the event that such document is not in an acceptable form at any time prior to or during the effectiveness of this Contract, the services and/or work described in this Contract shall either not commence or immediately cease, depending on the situation. Any project delay that is attributable to the County's acceptance, or non-acceptance, of the bond and/or surety document form shall in no way be consider as a delay caused by the County, and the Contractor and/or Provider waives all rights to claim that any such delay was the fault of the County.
- (b) Value of Surety. The bond and/or surety guarantee shall be of an amount equal to or greater than 100 percent of the total cost identified in the bid response.
- (c) <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.

COUNTY  /1-9-12  JAMES E. BALL, Chairman /Date	ATTEST:  WAYNE D' County Adn	A STATE OF THE PARTY OF THE PAR	10000000000000000000000000000000000000
State of Alabama )			1 4
County of Baldwin )			
11.	Chairman of B strator, are kno contents of the ith full author	own to me, acknowledged Contract for Professional and	
	CITA	Til	

GIVEN under my hand and seal on this the \_\_\_\_\_\_\_ day of February, 2022.

Notary Public

My Commission Expires

My Commission Expires: September 7, 2022

STATE OF THE PROPERTY OF THE PARTY OF THE PA SIGNATURE PAGE AND NOTARY PAGE TO FOLLOW

### **COMPETITIVE BID #WG22-12 Award Listing**

Provision of Guardrail Installation & Repair Effective Date: 01/18/2022 through 01/18/2023

BIDDER: C & H Construction Services, LLC	IL HOUSE ON MENTAL STREET	
Delivered FOB Baldwin County		
Steel Railing, W-Beam, Galvanized (6' post, Complete in place)	\$36.00	L.F.
Steel Railing, W-Beam, Galvanized (8' post, Complete in place)	\$42.00	L.F.
Steel Railing (Radius) W-Beam, Convex, Galvanized (6' post, Complete in place)	\$34.00	L.F.
Steel Railing (Radius) W-Beam, Convex, Galvanized (8' post, Complete in place)	\$42.00	L.F.
End Anchor, Type 8 (MASH Complete in place)	\$1,500.00	Each
End Anchor, Type 13 (Complete in place)	\$2,800.00	Each
End Anchor, Type 13 (MASH Complete in place)	\$4,800.00	Each
End Anchor, Type 20 (MSKT, MASH, Complete in place)	\$3,800.00	Each
Impact Attenuator (SCI, TL-3, MASH Complete in place)	\$38,073.00	Each
Impact Attenuator (QuadGuard, M10, TL-3, MASH Complete in place)	\$39,597.40	Each 24" Wide
Impact Attenuator (TAU-M, TL-3, MASH Compelete in place)	\$40,597.00	Each 30" Wide
Impact Attenuator (QuadGuard Elite, M-10, TL-3, MASH, Complete in place)	\$43,224.00	Each 24" Wide
Hourly Labor Rate	\$600.00	/Hour
Hourly Labor Rate (Removal of old rail)	\$600.00	/Hour



## **Baldwin County Commission**

#### Agenda Action Form

File #: 23-0388, Version: 1 Item #: CE3

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 1/3/2023 Item Status: New

From: Wanda Gautney, Purchasing Director / Teddy Faust, Revenue Commissioner

Submitted by: Wanda Gautney, Purchasing Director

#### ITEM TITLE

Competitive Bid #WG23-11 - Provision of Janitorial Services for the Baldwin County Revenue Commission Reappraisal Building Located in Robertsdale, Alabama

#### STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the specifications and authorize the Purchasing Director to place a competitive bid for the Provision of Janitorial Services for the Revenue Commission - Reappraisal building located at 23130 McAuliffe Drive, Robertsdale, Alabama (Old E911 Building); 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 Revenue Commissioner has requested that a bid be advertised for monthly janitorial services for the Reappraisal Building located at the old E911 building in Robertsdale. Alabama. Staff recommends the Commission approve the specifications and authorize the Purchasing Director to place a competitive bid for the services.

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

File #: 23-0388, Version: 1 Item #: CE3

#### **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: 01/03/2023

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 #WG23-11 SPECIFICATIONS**

The following specifications pertain to all locations within this bid.

Bidders are only required to submit the Bid Response Form along with any other documents required or requested throughout the bid package.

Upon agreement of both the individual building contact person and the successful bidder the cleaning specifications may be changed to better serve the needs of the County. This will be done with written notification by the County contact person and the Contractor must agree in writing.

Only the contractor's employees are allowed on County Property during their scheduled cleaning date due to County's insurance liability.

Paper Products and soap for bathroom dispensers will be supplied by the County. All other supplies and maintenance equipment will be supplied by the Contractor.

<u>Insurance certificates, Dishonesty bonding documents and references must be</u> submitted in each bid response to the Baldwin County Commission.

The contractor shall procure and shall maintain during the life of this contract Workmen's Compensation Insurance for all of their employees to be engaged in work under this contract.

County employees or members of their immediate family will not be allowed to submit bids.

The janitorial services to be provided by this bid may be **terminated** by either party upon written notification by US Certified Mail, such termination to take effect thirty (30) days after receipt of such written notification.

If the cleaning services are not being performed to the satisfaction of the County contact person, the County Representative will contact the bidder verbally and with a written notification to give the Bidder an opportunity to correct the problem. If after this contact, the problem is not corrected to the County's satisfaction or if cleaning services remain unsatisfactory to the County contact person, the thirty (30) day termination clause will be invoked. The next low responsible bidder will then be awarded the remainder of the bid.

All prices quoted are firm for the period the bid is in effect.

In the event that the Contractor cannot clean on a designated day, the Contractor will submit in writing to the County contact person the day on which the service will be made up. In the event that the day is not made up then the daily rate will be deducted from the monthly charge. This does not include holidays honored by the County. If the holiday falls on a scheduled clean day, The Contractor will clean the day before holidays.

The bid is effective the date of award and will expire on January 18, 2025

All bidders should contact the location and make an appointment with the County contact person to look at the building and ask questions. The price is firm for the period stated.

#### <u>BALDWIN COUNTY REVENUE COMMISSION – REAPPRAISAL BUILDING</u> Old E911 Building

Address: 23130 McAuliffe Drive, Robertsdale, AL 36567

Contact Person: Candice Dominy at 251-580-1832

#### **Named Areas:**

Entryways, Reception Areas, Hallways, Offices, Kitchen/Break Room, Restrooms. The building is approximately 2,000 square feet.

#### **BASIC ACTIVITIES**

Stripping and waxing of all hard surface floors three (3) times per year, (once every four months) or as directed by contact person. Care shall be exercised so that baseboards, walls and furniture shall not be splashed, marred, disfigured, or damaged during these procedures, taking care to get into corners, along edges and beneath furniture.

Deep scrubbing of ceramic tile /grout floors in bathrooms three (3) times per year, (once every four months) or as directed by contact person.

Emptying all trash containers and returning to original position with clean liners each visit.

Vacuuming floors and rugs each visit.

Dust mop hard surface floors with a non-treated dust mop.

Wet mopping of hard surfaces at each visit.

Each visit, disinfect, bowls, walls, clean mirrors, polish all bright works, in all bathrooms.

Clean and polish water fountains.

Bathroom is to be totally disinfected once a week, which includes mopping floors.

Bathroom fixtures are to be filled with soap and paper products which are furnished by the Baldwin County.

Glass door and entrance ways are to be wiped clean each visit with the appropriate cleaning materials.

Clean break room area each visit, includes cleaning/disinfecting sink mopping/sweeping floor, washing dirty dishes, cleaning/straightening chairs and table, cleaning appliances such as coffee pots etc...

Microwaves are to be wiped clean on inside and cleaned with the appropriate cleaning materials on the outside each visit.

Refrigerator should be wiped clean once a week on the inside and the appropriate cleaning materials used on the outside.

Thoroughly dust all horizontal surfaces: including desktop, telephones, files, windowsills, chairs, tables, pictures, and all manner of furnishing in above named areas.

Building windows (inside) are to be cleaned once a month.

Cleaning service will be one (1) day per week, to begin during normal working hours 8 AM - 4:30 PM on Wednesday. If additional cleanup is needed, then the contact person will notify the Contractor.

In the event that the Contractor is called in to perform cleanup other than the designated days, this will be charged by the day as indicated on the Bid Response Form and will include all normal daily activity.

#### BID #WG23-11 RESPONSE FORM BALDWIN COUNTY REVENUE COMMISSION – REAPPRAISAL BUILDING

Date:
Out of State or If yes, Registration Number
Company Name:
Address:
Company Rep:(Rep. Name Typed or Printed)
Position:
Phone:
Fax:
Email:
Revenue Commission – Reappraisal Building Basic Services
Cost per Month \$
Cost per Day \$



## **Baldwin County Commission**

#### Agenda Action Form

File #: 23-0402, Version: 1 Item #: CE4

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 01/3/2023

Item Status: New

From: Wanda Gautney, Purchasing Director / Joey Nunnally, County Engineer / Frank Lundy,

Maintenance Engineer / Orie King, Maintenance Manager

Submitted by: Susan Kilby-Aaron, Assistant Purchasing Director

#### ITEM TITLE

Competitive Bid #WG23-12 - Provision of Crushed Aggregates 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 Crushed Aggregates; 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:** This is an annual bid. Staff recommends the Commission approve the specifications and authorize the Purchasing Director to place a competitive bid for the Provision of Crushed Aggregates.

Previous Commission action/date: N/A

#### 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**

File #: 23-0402, Version: 1 Item #: CE4

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

Reviewed/approved by: N/A

Additional comments: N/A

#### <u>ADVERTISING REQUIREMENTS</u>

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: 01/03/2023

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

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

Additional instructions/notes: N/A

#### BID #WG23-12 SPECIFICATIONS CRUSHED STONE, CRUSHED SLAG, CRUSHED GRAVEL, CRUSHED CONCRETE, **CRUSHED AGGREGATE BASE MATERIALS**

Baldwin County desires bids for Crushed Stone, Crushed Slag, Crushed Gravel, Crushed Concrete and Crushed Aggregate Base Materials for the Baldwin County Highway Department.

It is the intent of the Baldwin County Commission to award this contract for a twelve (12) calendar month period beginning on the date of award.

Supply location will play a large part of bid award. More than one bidder may be awarded due to the supply location. Baldwin County will award on a per "Maintenance Area" basis as shown on the attached map.

The County Engineer or his designee will factor in the supply location in determining the low bidder for each "Maintenance Area". A per-road mile truck operating cost will be multiplied times the road miles of the best route between the supply location and each "Maintenance Area" for all material picked up by Baldwin County.

In the event that the awarded bidders' prime location cannot supply material, then the secondary awarded bidder will become the prime supplier for that day or project. This will be noted by the County representative at the bottom of the request for materials.

All grades of aggregate listed on the Bidders Response form shall include a price F.O.B. for material picked-up by Baldwin County at the bidder's supply location. Bidders shall stipulate the supply location applicable to the material. Bidders shall include a delivered price for all grades of the aggregates as noted on the Bidders response form. Delivery shall be in truck load quantities as ordered by Baldwin County F.O.B. and delivery will be per "Maintenance Area" with the Maintenance Areas as shown on the attached map.

#### All materials listed in this bid should meet the latest addition of the ALDOT Standard Specification Book.

NOTE: Number 5 Stone whether it is crushed gravel, crushed slag or crushed stone may be provided unwashed. This material is proposed primarily for maintenance of dirt roads.

#### **CRUSHED STONE**

Crushed Stone according to section 801.03 of Alabama Department of Transportation Standard Specifications for Highway Construction, (ALDOT Specifications) latest edition; Class 1 and Class 2 Rip-Rap per Section 814.01(b) of the ALDOT Standard specifications, latest edition; Type 3 Masonry Stone per section 812 of ALDOT Standard specifications latest edition.

Stone shall be in accordance with ALDOT Specifications and test reports shall be furnished when requested.

<u>CRUSHED SLAG</u> Crushed Slag according to Section 801.05 of ALDOT Specifications, latest edition, for use by the Baldwin County Highway Department.

Slag shall be in accordance with ALDOT Specifications and test reports shall be furnished when requested.

<u>CRUSHED GRAVEL</u> Crushed Gravel in accordance with ALDOT Specifications, Section 801.03, and test reports shall be furnished when requested.

Crushed gravel shall be offered in sizes consistent with ALDOT Gradation 467, 5, 6, 7, 78, 810, and gravel screenings. Material is proposed for maintenance use as aggregate surfacing or with asphalt.

### **CRUSHED AGGREGATE BASE MATERIALS**

Crushed Aggregate Base Materials shall be in accordance with ALDOT Specifications, Section 825, and test reports shall be furnished when requested.

All limestone base materials must meet the gradation requirements of ALDOT Standard Specification Section 825. The source quarry must be listed in the most current ALDOT Approved Source Manual at the time of this bid. The supplier must also participate in the ALDOT's Aggregate Quality Control Program at the supply location.

NOTE: In no case shall moisture be applied to Crushed Aggregate Base Materials other than caused by natural events.

#### **CRUSHED CONCRETE**

All crushed concrete shall meet the gradation requirements of the latest edition of ALDOT Standard Specifications Section 825.03. All deleterious materials including wood, steel, rebar, etc... must be removed from mix.

**2" MINUS SCREENED LIMEROCK BASE** 99% of sample material shall pass 2" sieve

NOTE: This is not an ALDOT classified material.

#### WHITE SAND -WASHED

Washed – Less than 5% retained on 200 sieves.

# **BID #WG23-12 RESPONSE FORM** CRUSHED AGGREGATES Maintenance Area - 100

Date	
Company Name	
Address	
Phone Number ( )	
Fax Number ( )	
Authorized Signature (Please print or type Name)	
Position	
Email	
Supply Location	

### **CRUSHED GRAVEL -- ALDOT SPECIFICATION SIZES 467 through 78**

Note: Additional lines are provided if Bidder wishes to bid from more than one supply location.						
Product/Size Supplier Quarry	y Supplier Plant or	Plant or Yard Address	Price per Ton	Price per		
Or Source Name	e Yard Name		FOB Supply	Ton		
	(If Any)		Location	Delivered		
ALDOT No.			\$	\$		
467						
ALDOT No.			\$	\$		
467						
			Φ.	Φ.		
ALDOT No. 5			\$	\$		
ALDOTTAL C			Ф	Ф		
ALDOT No. 5			\$	\$		
ALDOTN- 57			¢.	¢.		
ALDOT No. 57			<b>3</b>	<b>D</b>		
ALDOT No. 57			\$	\$		
ALDOT No. 57			φ	Φ		
ALDOT No. 78			\$	\$		
ALDO1 No. / 0			Ψ	Ψ		
ALDOT No. 78			\$	\$		
11LDO1 110. / 0			Ψ	Ψ		

#### BID #WG23-12 RESPONSE FORM CRUSHED LIMESTONE - ALDOT SPECIFICATIONS 467 through 8910 Maintenance Area -100

Note: Additional line	s are provided if Bidd	er wishes to bid from more	than one supply	location.
Product/Size Supplier Quarry	y Supplier Plant or	Plant or Yard Address	Price per Ton	Price per
Or Source Name	e Yard Name		FOB Supply	
(If Any)			Location	Delivered
ALDOT		\$	\$	
No. 467				
ALDOT		\$	\$	
No. 467				
ALDOT		\$	\$	
No. 467				
ALDOT		\$	\$	
No. 4		<u></u>		
ALDOT		\$	\$	
No. 4		<b>*</b>		
ALDOT		\$	\$	
No. 4		<b>*</b>		
ALDOT		\$	\$	
No. 57		<b>*</b>		
ALDOT		\$	\$	
No. 57		Φ.	Φ.	
ALDOT		\$	\$	
No. 57		Φ.	ф	
ALDOT		\$	\$	
No. 67		Φ.	Φ.	
ALDOT		\$	\$	
No. 67		¢	\$	
ALDOT No. 67		\$	2	
No. 67		¢	\$	
ALDOT		\$	2	
No. 78		\$	\$	
ALDOT		\$	•	
No. 78 ALDOT		\$	\$	
		Ф	Ф	
No. 78 ALDOT		\$	\$	
		Ф	Ф	
No. 89 ALDOT		\$	\$	
No. 89		Ф	Ф	
ALDOT		\$	\$	
No. 8910		Ф	Ф	
ALDOT		\$	\$	
No. 8910		Φ	φ	
ALDOT		\$	\$	
No. 5		Ф	Ф	
ALDOT		\$	\$	
No. 5		Φ	Ф	
110. J				

#### BID#WG23-12 BID RESPONSE FORM <u>CRUSHED LIMESTONE RIP RAP - ALDOT SIZES Class 1, 2, 3 and Gabion Stone</u> <u>Maintenance Area -100</u>

Note	: Additional lines ar	e provided if Bidder	r wishes to bid from more	than one supply	location.
Product/Size	Supplier Quarry	Supplier Plant or	Plant or Yard Address	Price per Ton	Price per
	Or Source Name	Yard Name		FOB Supply	Ton
		(If Any)		Location	Delivered
ALDOT				\$	\$
Class 1					
ALDOT				\$	\$
Class 1					
ALDOT				\$	\$
Class 2					
ALDOT				\$	\$
Class 2					
ALDOT				\$	\$
Class 3					
ALDOT				\$	\$
Class 3					
ALDOT				\$	\$
3" X 6"					
Gabion					
Stone					
ALDOT				\$	\$
3" X 6"					
Gabion					
Stone					

#### RECYCLED CRUSHED CONCRETE PRODUCTS

Note: Additional lines are provided if Bidder wishes to bid from more than one supply location.						
Product/Size	Supplier Plant or Yard	Plant or Yard Address	Price per Ton	Price Per Ton		
	Name		FOB Supply	Delivered		
	(If Any)		Location			
2" x 0 Base	•		\$	\$		
6" x 2" Cobble	es		\$	\$		
Rubble Riprap (Less than 300			\$	\$		

#### BID#WG23-12 BID RESPONSE FORM <u>CRUSHED LIMESTONE BASE - ALDOT SPECIFICATION 825-A & 825-B</u> <u>Maintenance Area -100</u>

#### 825 -A

Note: Additional lines are provided if Bidder wishes to bid from more than one supply location.						
Supplier Quarry or	Supplier Plant or	Plant or Yard	Price per Ton	Price per Ton		
Source Name	Yard Name	Address	FOB Supply	Delivered		
	(If Any)		Location			
			\$	\$		
			¢	¢		
			Φ	Ф		
			\$	\$		
			\$	\$		

### <u>825 -B</u>

Note: Addition	nal lines are provi	<mark>ded if Bidder wi</mark> s	shes to bid from more	than one supply location.
Supplier Quarry or	Supplier Plant or	Plant or Yard	Price per Ton	Price per Ton
Source Name	Yard Name	Address	FOB Supply	Delivered
	(If Any)		Location	
			\$	\$
			\$	\$
-			\$	\$
			\$	\$

#### **BID#WG23-12 BID RESPONSE FORM**

# 2" Minus Screened Limerock Base Maintenance Area -100

2" Minus Screened Limerock Base

Note: Additional lines are provided if Bidder wishes to bid from more than one supply location.						
Supplier Quarry or	Supplier Plant or	Plant or Yard	Price per Ton	Price per Ton		
Source Name	Yard Name	Address	FOB Supply	Delivered		
	(If Any)		Location			
	, .		\$	\$		
			\$	\$		
			\$	\$		
			\$	\$		

White Sand - Washed

Note: Additional lines are provided if Bidder wishes to bid from more than one supply location.						
Supplier Quarry or	Supplier Plant or	Plant or Yard	Price per Ton	Price per Ton		
Source Name	Yard Name	Address	FOB Supply	Delivered		
	(If Any)		Location			
			\$	\$		
			\$	\$		
			\$	\$		
			\$	\$		

# **BID #WG23-12 RESPONSE FORM** CRUSHED AGGREGATES Maintenance Area - 200

Date	
Company Name	
Address	
Phone Number ( )	
Fax Number ( )	
Authorized Signature (Please print or type Name)	
Position	
Email	
Supply Location	

### **CRUSHED GRAVEL -- ALDOT SPECIFICATION SIZES 467 through 78**

Note: Additional lines are provided in	Bidder wishes to bid from more	tnan one supply i	ocation.
Product/Size Supplier Quarry Supplier I	Plant or Yard Address	Price per Ton	Price per
Or Source Name Yard N	ame	FOB Supply	Ton
(If Any		Location	Delivered
ALDOT No.		\$	\$
467			
ALDOT No.		\$	\$
467			
ALDOT No. 5		\$	\$
ALDOT No. 5		\$	\$
ALDOT No. 57		\$	\$
ALDOT No. 57		\$	\$
ALDOT No. 78		\$	\$
ALDOT No. 78		\$	\$

#### BID #WG23-12 RESPONSE FORM CRUSHED LIMESTONE - ALDOT SPECIFICATIONS 467 through 8910 Maintenance Area -200

	ote: Additional lines Supplier Quarry Or Source Name	ler wishes to bid from more Plant or Yard Address	e than one supply Price per Ton FOB Supply Location	
ALDOT		\$	\$	
No. 467				
ALDOT		\$	\$	
No. 467 ALDOT		\$	\$	
No. 467		Ψ	Ψ	
ALDOT		\$	\$	
No. 4		Φ.	Φ.	
ALDOT No. 4		\$	\$	
No. 4 ALDOT		\$	\$	
No. 4		Ψ	Ψ	
ALDOT		\$	\$	
No. 57		<b>.</b>		
ALDOT		\$	\$	
No. 57 ALDOT		\$	\$	
No. 57		Ψ	Ψ	
ALDOT		\$	\$	
No. 67				
ALDOT		\$	\$	
No. 67 ALDOT		\$	\$	
No. 67		Ф	Ф	
ALDOT		\$	\$	
No. 78				
ALDOT		\$	\$	
No. 78		<b>c</b>	¢.	
ALDOT No. 78		\$	\$	
ALDOT		\$	\$	
No. 89		¥	*	
ALDOT		\$	\$	
No. 89		Φ.	ф	
ALDOT No. 8910		\$	\$	
ALDOT		\$	\$	
No. 8910		Ψ	Ψ	
ALDOT		\$	\$	
No. 5				
ALDOT		\$	\$	
No. 5				

#### BID#WG23-12 BID RESPONSE FORM <u>CRUSHED LIMESTONE RIP RAP - ALDOT SIZES Class 1, 2, 3 and Gabion Stone</u> <u>Maintenance Area -200</u>

Note	: Additional lines ar	e provided if Bidder	r wishes to bid from more	than one supply	location.
Product/Size	Supplier Quarry	Supplier Plant or	Plant or Yard Address	Price per Ton	Price per
	Or Source Name	Yard Name		FOB Supply	Ton
		(If Any)		Location	Delivered
ALDOT				\$	\$
Class 1					
ALDOT				\$	\$
Class 1					
ALDOT				\$	\$
Class 2					
ALDOT				\$	\$
Class 2					
ALDOT				\$	\$
Class 3					
ALDOT				\$	\$
Class 3					
ALDOT				\$	\$
3" X 6"					
Gabion					
Stone					
ALDOT				\$	\$
3" X 6"					
Gabion					
Stone					

#### RECYCLED CRUSHED CONCRETE PRODUCTS

Note: Additional lines are	Note: Additional lines are provided if Bidder wishes to bid from more than one supply location.							
Product/Size Supplier Quarry	Supplier Plant or	Plant or Yard Address	Price per Ton	Price per				
Or Source Name	Yard Name		FOB Supply	Ton				
	(If Any)		Location	Delivered				
2" x 0 Base		\$	\$					
6" x 2" Cobbles		\$	\$					
Rubble Riprap (Less than 300 lb.)		\$	\$					

#### BID#WG23-12 BID RESPONSE FORM <u>CRUSHED LIMESTONE BASE - ALDOT SPECIFICATION 825-A & 825-B</u> <u>Maintenance Area -200</u>

#### <u>825 - A</u>

Note: Additiona	Note: Additional lines are provided if Bidder wishes to bid from more than one supply location.					
Supplier Quarry or	Supplier Plant or	Plant or Yard	Price per Ton	Price per Ton		
Source Name	Yard Name	Address	FOB Supply	Delivered		
	(If Any)		Location			
			\$	\$		
			\$	\$		
			Φ	Φ		
			\$	\$		
			\$	\$		

#### 825 -B

Note: Addition	nal lines are provi	ded if Bidder wis	shes to bid from more	than one supply location.
Supplier Quarry or	Supplier Plant or	Plant or Yard	Price per Ton	Price per Ton
Source Name	Yard Name	Address	FOB Supply	Delivered
	(If Any)		Location	
			\$	\$
			\$	\$
			\$	\$
			\$	\$

#### **BID#WG23-12 BID RESPONSE FORM**

# 2" Minus Screened Limerock Base Maintenance Area -200

2" Minus Screened Limerock Base

Note: Addition	Note: Additional lines are provided if Bidder wishes to bid from more than one supply location.					
Supplier Quarry or	Supplier Plant or	Plant or Yard	Price per Ton	Price per Ton		
Source Name	Yard Name	Address	FOB Supply	Delivered		
	(If Any)		Location			
			\$	\$		
			\$	\$		
			\$	\$		
			\$	\$		

White Sand - Washed

Note: Additional lines are provided if Bidder wishes to bid from more than one supply location.					
Supplier Quarry or	Supplier Plant or	Plant or Yard	Price per Ton	Price per Ton	
Source Name	Yard Name	Address	FOB Supply	Delivered	
	(If Any)		Location		
			\$	\$	
			\$	\$	
			\$	\$	
			\$	\$	

# **BID #WG23-12 RESPONSE FORM** CRUSHED AGGREGATES Maintenance Area - 300

Date	
Company Name	
Address	
Phone Number ( )	
Fax Number ( )	
Authorized Signature (Please print or type Name)	
Position	
Email	
Supply Location	

### **CRUSHED GRAVEL -- ALDOT SPECIFICATION SIZES 467 through 78**

Note: Additional lines are	e provided if Bidder	wishes to bid from more	than one supply l	ocation.
Product/Size Supplier Quarry		Plant or Yard Address		
Or Source Name	Yard Name		FOB Supply	Ton
ALDOT No.	(If Any)		Location \$	Delivered \$
467			Φ	Ф
107				
ALDOT No.			\$	\$
467			•	_
ALDOT No. 5			\$	\$
ALDOT No. 5			\$	\$
ALDOT No. 57			¢	¢
ALDOT No. 57			\$	<u> </u>
ALDOT No. 57			\$	\$
			•	<u> </u>
ALDOT No. 78			\$	\$
			Φ.	Φ.
ALDOT No. 78			\$	\$

#### BID #WG23-12 RESPONSE FORM CRUSHED LIMESTONE - ALDOT SPECIFICATIONS 467 through 8910 Maintenance Area -300

Product/Size	Supplier Quarry Or Source Name	Supplier Plant or Yard Name (If Any)	Plant or Yard Address	Price per Ton FOB Supply Location	Price per Ton Delivered
ALDOT				\$	\$
No. 467 ALDOT				\$	\$
No. 467 ALDOT				\$	\$
No. 467 ALDOT				\$	\$
No. 4 ALDOT				\$	\$
No. 4 ALDOT				\$	<u> </u>
No. 4 ALDOT				\$ \$	\$ \$
No. 57 ALDOT				\$	\$ \$
No. 57				•	•
ALDOT No. 57				\$	\$
ALDOT No. 67				\$	\$
ALDOT No. 67				\$	\$
ALDOT No. 67				\$	\$
ALDOT No. 78				\$	\$
ALDOT No. 78				\$	\$
ALDOT No. 78				\$	\$
ALDOT				\$	\$
No. 89 ALDOT				\$	\$
No. 89 ALDOT				\$	\$
No. 8910 ALDOT				\$	\$
No. 8910 ALDOT				\$	\$
No. 5 ALDOT				\$	\$
No. 5				•	<u> </u>

#### BID#WG23-12 BID RESPONSE FORM <u>CRUSHED LIMESTONE RIP RAP - ALDOT SIZES Class 1, 2, 3 and Gabion Stone</u> <u>Maintenance Area -300</u>

Note	: Additional lines ar	e provided if Biddei	wishes to bid from more	than one supply	location.
Product/Size	Supplier Quarry	Supplier Plant or	Plant or Yard Address	Price per Ton	Price per
	Or Source Name	Yard Name		FOB Supply	Ton
	(If Any)			Location	Delivered
ALDOT				\$	\$
Class 1					
ALDOT				\$	\$
Class 1					
ALDOT				\$	\$
Class 2					
ALDOT				\$	\$
Class 2					
ALDOT				\$	\$
Class 3					
ALDOT				\$	\$
Class 3					
ALDOT				\$	\$
3" X 6"					
Gabion					
Stone					
ALDOT				\$	\$
3" X 6"					
Gabion					
Stone					

#### RECYCLED CRUSHED CONCRETE PRODUCTS

Note: Additional lines are provided if Bidder wishes to bid from more than one supply location.						
Product/Size	Supplier Plant or Yard	Plant or Yard Address	Price per Ton	Price Per Ton		
	Name		FOB Supply	Delivered		
	(If Any)		Location			
2" x 0 Base	• •		\$	\$		
6" x 2" Cobbles			\$	\$		
Rubble Riprap	r		\$	\$		
(Less than 300	1b.)					

#### BID#WG23-12 BID RESPONSE FORM <u>CRUSHED LIMESTONE BASE - ALDOT SPECIFICATION 825-A & 825-B</u> <u>Maintenance Area -300</u>

#### <u>825 - A</u>

Note: Additional lines are provided if Bidder wishes to bid from more than one supply location.						
Supplier Quarry or	Supplier Plant or	Plant or Yard	Price per Ton	Price per Ton		
Source Name	Yard Name	Address	FOB Supply	Delivered		
	(If Any)		Location			
			\$	\$		
			\$	\$		
			\$	\$		
			\$	\$		

#### <u>825 -B</u>

Note: Additional lines are provided if Bidder wishes to bid from more than one supply location.						
Supplier Quarry or	Supplier Plant or	Plant or Yard	Price per Ton	Price per Ton		
Source Name	Source Name Yard Name		FOB Supply	Delivered		
	(If Any)		Location			
			\$	\$		
			\$	\$		
			\$	\$		
			\$	\$		

#### **BID#WG23-12 BID RESPONSE FORM**

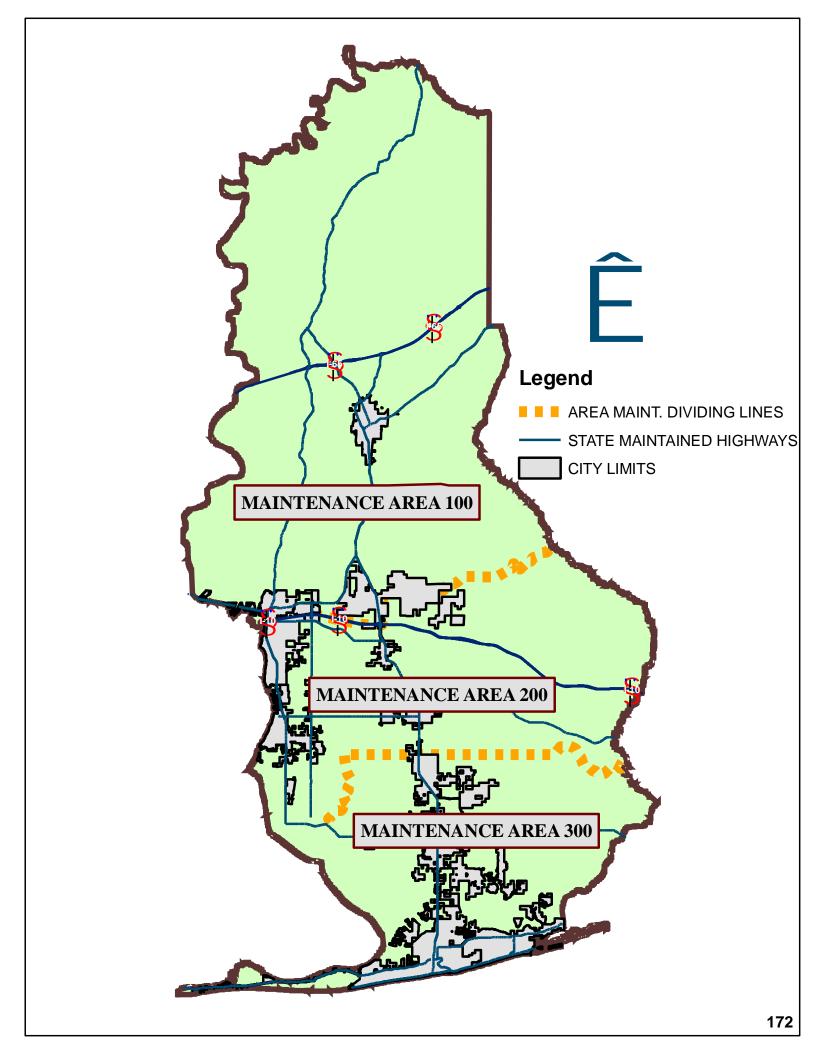
# 2" Minus Screened Limerock Base Maintenance Area -300

2" Minus Screened Limerock Base

Note: Addition	nal lines are provi	ded if Bidder wis	hes to bid from more	than one supply location.
Supplier Quarry or	Supplier Plant or	Plant or Yard	Price per Ton	Price per Ton
Source Name Yard Name		Address	FOB Supply	Delivered
	(If Any)		Location	
-			\$	\$
			\$	\$
			\$	\$
			\$	\$

White Sand - Washed

Willite Sulla Wa	Jiica			
Note: Addition	nal lines are provi	ded if Bidder wis	hes to bid from more	than one supply location.
Supplier Quarry or	Supplier Plant or	Plant or Yard	Price per Ton	Price per Ton
Source Name	Yard Name	Address	FOB Supply	Delivered
	(If Any)		Location	
			\$	\$
			\$	\$
			\$	\$
			\$	\$





## **Baldwin County Commission**

#### Agenda Action Form

File #: 23-0407, Version: 1 Item #: CE5

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 1/3/2023 Item Status: New

From: Wanda Gautney, Purchasing Director / Joey Nunnally, County Engineer / Frank Lundy,

Maintenance Engineer / Orie King, Maintenance Manager

Submitted by: Susan Kilby-Aaron, Assistant Purchasing Director

#### ITEM TITLE

Competitive Bid #WG23-13 - Provision of Motorgrader Blades 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 Motorgrader Blades; 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:** This is an annual bid. Staff recommends the Commission approve the specifications and authorize the Purchasing Director to place a competitive bid for the Provision of Motorgrader Blades for the Baldwin County Commission.

Previous Commission action/date: N/A

#### 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**

File #: 23-0407, Version: 1 Item #: CE5

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

N/A

Reviewed/approved by: N/A

Additional comments: N/A

#### <u>ADVERTISING REQUIREMENTS</u>

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: 01/3/2023

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

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

Additional instructions/notes: N/A

#### **BID #WG23-13 SPECIFICATIONS**

These specifications shall be construed as minimum. Bids are desired for the provision of Motorgrader blades for a one-year period.

Bidder shall give a unit price as indicated on the Bid Response Form. The price shall include all applicable charges including delivery charges, etc. Deliveries shall be made to the three (3) Baldwin County Highway Facilities located in Bay Minette, Silverhill, and Foley. F.O.B. Baldwin County Highway Facilities.

The award shall be for twelve (12) calendar months. Prices shall be firm for the bid period effective the date of award. The bid will be for orders placed during the period the bid is in effect.

Bidders shall submit with their bids the technical specifications of the Motorgrader blades being bid.

Bidder shall give a Lump Sum price as indicated on the Bid Response Form. The price shall include all applicable charges, delivery charges, etc.

Delivery shall be made within thirty (30) calendar days after receipt of order.

#### It is the intent of the Commission to award to one (1) bidder.

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.

Material: SAE 1084 High Carbon Steel

**Hardness:** Brinell Hardness of 241 Minimum

(Rockwell "C" 23 Minimum)

Width: 6 inches

8 inches

**Thickness:** 5/8 inch or 3/4 inch

**Profile:** Curved Double Bevel

**Bolt Hole:** 5/8 inch

3/4 inch

**Bolt Hole Pattern:** Standard Highway Bolt Hole Punch

**Length**: 6 ft. and 7 ft. blades

# BID #WG23-13 RESPONSE FORM Provision of Motorgrader Blades

Date:							
Out of State Yes	or	If y	es,				
Company Name:							
Address:					_		
					-		
Company Rep	(Re	p. Name T	yped or Printed)		_		
Position:					_		
Email address:					_		
Phone:					_		
Fax:					_		
Financing through a	nother a	gency besi	ide yourselfYe	or _x_ s No			
If yes, must attach a	copy of	the financ	ing agreement a	nd all cond	ditions	to this	response form.
Financing Agency A	uthoriz	ed Signatu	re	-			
Price Per 6 ft. Blad	e: 5/8"	6" width	\$				
Price Per 6 ft. Blad	e: 3/4"	6" width	\$				
Price Per 6 ft. Blad	e: 5/8"	8" width	\$				
Price Per 6 ft. Blad	e: 3/4"	8" width	\$				
Price Per 7 ft. Blad	e: 5/8"	6" width	\$				
Price Per 7 ft. Blad							
Price Per 7 ft. Blad							
Price Per 7 ft. Blad	e: 3/4"	8" width	<b>\$</b>				



## **Baldwin County Commission**

#### Agenda Action Form

File #: 23-0432, Version: 1 Item #: CE6

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 1/3/2023 Item Status: New

From: Wanda Gautney, Purchasing Director

Submitted by: Wanda Gautney, Purchasing Director

#### ITEM TITLE

Competitive Bid #WG23-14 - Purchase of One (1) New 2023 Ford F-150 4x4 Supercrew Truck 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 Ford F-150 4x4 Supercrew Truck or equivalent for the Baldwin County Commission: and
- 2) Further, authorize the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

#### BACKGROUND INFORMATION

**Background:** The Commission approved the purchase of a new vehicle for the District 4 Commissioner in the FY 2023 Budget. Currently we are unable to purchase the vehicle on the State of Alabama Contract. Staff recommends the Commission approve the specifications and authorize the Purchasing Director to place a competitive bid.

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

File #: 23-0432, Version: 1 Item #: CE6

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: 01/03/2023

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

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

Mail Bid

Additional instructions/notes: N/A

#### **BID #WG23-14 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 **ten** (**10**) **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 Ford F-150 4x4 Supercrew Truck or Equivalent ALL STANDARD EQUIPMENT THAT COMES ON THE 2023 FORD F-150 4X4 SUPERCREW

2023 Ford F-150 3.5L V6 EcoBoost 4WD 10-Speed Automatic 4WD, 4-Wheel Disc Brakes, ABS brakes, Air Conditioning, Auto High-beam Headlights, Auto Start-Stop Removal, Brake assist. Class IV Trailer Hitch Receiver, Compass, Delay-off headlights, Driver door bin, Dual front impact airbags, Dual front side impact airbags, Electronic Locking w/3.73 Axle Ratio, Electronic Stability Control, Emergency communication system: SYNC 4 911 Assist, Exterior parking camera rear: With Dynamic Hitch Assist, Front antiroll bar. Front reading lights, Front wheel independent suspension. Fully automatic headlights, Heated door mirrors, Illuminated entry, Low tire pressure warning, Occupant sensing airbag, Outside temperature display, Overhead airbag, Overhead console, Panic alarm, Passenger door bin, Passenger vanity mirror, Power door mirrors, Power steering, Power windows, Radio data system, Rear step bumper, Remote keyless entry, Security system, Speed control, Speed-sensing steering, Split folding rear seat, Steering wheel mounted audio controls, SYNC 4 w/Enhanced Voice Recognition, Tachometer, Telescoping steering wheel, Tilt steering wheel, Traction control, Trip computer, Variably intermittent wipers, and Voltmeter. Electronic Locking w/3.73 Axle Ratio; Class IV Trailer Hitch Receiver; SYNC 4 w/Enhanced Voice Recognition

**Exterior Color: Iconic Silver Metallic** 

**Interior Color: Black** 

#### BID #WG23-14 RESPONSE FORM

Purchase of One (1) New 2023 Ford F150 4x4 Supercrew Truck or equivalent

Page 1 of 2		
Date:		
Out of State or Yes No	If yes,	
Company Name:		_
Address:		
		-
Company Rep(Rep. Nan	ne Typed or Printed)	-
Position:		_
Email address:		_
Phone:		_
Fax:		-
Financing through another agency  If yes, must attach a copy of the fin	Yes No	
n yes, must attach a copy of the m	nancing agreement and an cond	ntions to this response from.
Financing Agency Authorized Sig	nature	

<u>BID #WG23-14 RESPONSE FORM</u> Purchase of One (1) New 2023 Ford F150 4x4 Supercrew Truck or equivalent Page 2 of 2

### One (1) New 2023 Ford F150 4x4 Supercrew Truck or equivalent

Make/Model:	
Amount Bid: \$	
Delivery Time:	days

Brochures showing the equipment offered shall be attached to this Response Form.

All exceptions must be listed and attached to the bid response form.



### **Baldwin County Commission**

### **Agenda Action Form**

File #: 23-0386, Version: 1 Item #: CE7

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 1/3/2023 Item Status: New

From: Wanda Gautney, Purchasing Director /Junius Long, Building Facilities Coordinator

Submitted by: Wanda Gautney, Purchasing Director

#### ITEM TITLE

Quotes for the Purchase and Installation of Patio Awnings at the Loxley and Little River S.A.I.L. Centers for the Baldwin County Commission

### STAFF RECOMMENDATION

Award the quote to the lowest responsible vendor, Advanced Metal Systems of Alabama, LLC, in the amount of \$15,680.00 for the purchase and installation of patio awnings at the Loxley and Little River S.A.I.L. Centers and authorize the Chairman to execute the Public Works Contract and the Certificate of Compliance.

#### **BACKGROUND INFORMATION**

**Background:** Staff solicited quotes for the purchase and installation of back patio awnings for the Loxley and Little River S.A.I.L. Centers. Three (3) quotes were received. The lowest quote was received from Southern Building Structures, Inc., but per his quote he will not guarantee a complete watertight seal at the tie in point to the building. Staff recommends that the contract be awarded to the lowest responsible vendor, Advanced Metal Systems of Alabama, LLC, in the amount of \$15.680.00.

Previous Commission action/date: N/A

#### FINANCIAL IMPACT

Total cost of recommendation: \$15.680.00

**Budget line item(s) to be used:** 10051995.52310

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

### LEGAL IMPACT

File #: 23-0386, Version: 1 Item #: CE7

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

<u>ADVERTISING REQUIREMENTS</u>

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: 01/03/2023

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

### **ESTIMATE**

Advanced Metal Systems of Alabama, LLC

429 State Highway 59 S Summerdale, AL 36580 advancedmetalsystems@gmail.com (251) 979-3493 www.advancedmetalsys.com



### **Baldwin County**

Bill to

Baldwin County 70171 Ralph Gantt Little Rivers, **Estimate details** 

Estimate no.: 308
Estimate date: 11/8/22
Expiration date: 12/12/22

Product or service

Sales

To fabricate and install a 6'x40' Aluminum non-insulated patio cover along the backside of the building.

Total \$7,840.00

Expiry date 12/12/22

### **ESTIMATE**

Advanced Metal Systems of Alabama, LLC

429 State Highway 59 S Summerdale, AL 36580 advancedmetalsystems@gmail.com (251) 979-3493 www.advancedmetalsys.com



Expiry date

### **Baldwin County**

Bill to

Baldwin County 14771 Longview Dr

Loxley, AL

Estimate details

Estimate no.: 307 Estimate date: 11/8/22 Expiration date: 12/12/22

Product or service

Sales

To fabricate and install a 6'x40' Aluminum non-insulated patio cover along the backside of the building.

Total \$7,840.00

12/12/22



December 6, 2022 Baldwin County

Attention: Ms. Christal Watson Reference: Building Awning

Ms. Watson.

Byrd Construction Services, Inc., is pleased to submit pricing for supply and installation of new sidewalk cover. Approximate dimensions will be 42'x6.5'. Height to be approximately10 feet (existing eave height). Pricing below is to construct a free-standing walkway cover, since there is no building steel available for supporting connections at the desired elevation. Awning cover will have (8) 4"posts anchored to new concrete piers. Each pier will finish about 1" above grade, and the base will be an approximate 14" diameter below grade, with the required anchors and reinforcing steel One row of four posts/piers will be against the building, the other row will be approximately 6' away from the building.

If permitting, or a county design review is required for county structures, permit costs and other requirements will have to be added to a revised quote.

#### Pricing for one (1) walkway cover. Double the pricing for two locations

Supplied Material	\$16,126
Installation Labor	\$13,224
Boom Truck	\$2,821
Total	\$32,171

#### **Clarifications**

- Posts and foundations will be constructed to loads associated with 120MPH wind. Public review/approval of the design is not included at this time. This review may be necessary.
- Material pricing in effect for 14 days. Price can be adjusted at time of order according to prevailing rates and material availability.
- Manlift and scissor lift are included as required to complete installation.
- Above prices do not include any sales or use tax that may apply on this project.
- Our terms are 1.5% 10, Net 30 days from date of invoice

Thank you for the opportunity to work with you on this project. If you have any questions or if we can be of further assistance please call.

Sincerely,

Glen M. Jones



## SOUTHERN BUILDING STRUCTURES INC

**BUILDINGS - CARPORTS - GARAGES - RV COVERS** 



3520 Government Blvd. Mobile, AL 36693 • (251) 661-3955 Fax (251) 661-3941 (800) 707-0992 7940 Airport Blvd. Mobile, AL 36608 • (251) 633-9731 (251) 633-9736 Fax (800) 707-0992 15358 State Hwy. 59 Foley, AL 36535 • (251) 960-3400 Fax (251) 960-3401

NAMEBOLDWIN	County Serior Nutrition	Center	DATE 12/6/22	
ADDRESS 1477/	Long view DR.		NE 251-580-1636	
CITYLorley		ZIP 36551	Fax	

1-6 x 40 Steel Frame Lean To - \$ 3,450 - Loxley

1-6 x 40 Steel Frame Lean To - \$ 3,450 - Little River, Al.

\$ 6,550 - Total (Tax Exempt)

\* Due to the Nature of our Tie In a the back wall of your buildings We Cannot guarantee A Complete Water Tight Seal a the Tie in Point. You may experience Cascade a that area, our Roof will be constructed water Tight for You.

Quote is valid for days

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 County of Baldwin (hereinafter called "COUNTY") acting by and through its governing body, the Baldwin County Commission, Advanced Metal Systems of Alabama, LLC, (hereinafter referred to as "PROVIDER").

#### WITNESSETH:

Whereas, the Baldwin County Commission staff obtained quotes for the Purchase and Installation of Patio Awnings at the Loxley and Little River S.A.I.L. Centers for the Baldwin County Commission; and

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

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

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

i. COUNTY:

Baldwin County, Alabama

ii. COMMISSION:

**Baldwin County Commission** 

iii. PROVIDER:

Advanced Metal Systems of Alabama, LLC

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. <u>Recitals Included</u>. 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 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. <u>No Agency Created.</u> It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Agreement; 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 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 COUNTY 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 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:

Advanced Metal Systems of Alabama, LLC

429 State Highway 59 S Summerdale, AL 36580

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 "Attachment A", the same being expressly incorporated herein by reference, and without limitation will encompass:

"Quotes for the Purchase and Installation of Patio Awnings at the Loxley and Little River S.A.I.L. Centers for the Baldwin County Commission as described in Attachment A."

- i. 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.
- **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 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.

i. 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.

ii. 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 or PROVIDER may terminate this contract, with or without cause or reason, by giving ten (10) days written notice of such to the other party. Upon receipt of such notices, PROVIDER shall discontinue its work to the extent specified in the notice.

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

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

**XX**. <u>Direct Expenses.</u> Compensation to PROVIDER for work shall be paid 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 and commence immediately upon the same date as its full execution and shall terminate no more than thirty (30) days after the receipt of equipment 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 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 Agreement shall be executed with three (3) originals, both 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 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 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 COUNTY as written below.

COUNTY		ATTEST:	
	/		/
CHARLES F. GRUBER	/Date	RONALD J. CINK Budget Director	/Date
State of Alabama)			
State of Phaodina			
County of Baldwin)			
I,	ber, whose n whose name lay that, being sch officers a	as Budget Director, are known informed of the contents of the with full authority, execu	n County wn to me, If the Contract for
Given under my hand and	official seal,	this the day of	, 2023.
		Notary Public	
		My Commission Expir	es

SIGNATURE PAGE AND NOTARY PAGE TO FOLLOW

### PROVIDER:

### Advanced Metal Systems of Alabama, LLC

By/Date	
Its	
State of Alabama)	
County of Baldwin)	
I,, Notary Public that as	capacity, and who is known to me, ormed of the contents of the Contract for Public
GIVEN under my hand and seal on this the	_ day of, 2023.
	Notary Public
	My Commission Expires

### **ESTIMATE**

Advanced Metal Systems of Alabama, LLC

429 State Highway 59 S Summerdale, AL 36580 advancedmetalsystems@gmail.com (251) 979-3493 www.advancedmetalsys.com



### **Baldwin County**

Bill to

Baldwin County 70171 Ralph Gantt Little Rivers, Estimate details

Estimate no.: 308 Estimate date: 11/8/22 Expiration date: 12/12/22

Product or service

Amount

\$7,840.00

1. Sales

To fabricate and install a 6'x40' Aluminum non-insulated patio cover along the backside of the building.

Total

\$7,840.00

Expiry date

12/12/22

### **ESTIMATE**

Advanced Metal Systems of Alabama, LLC

429 State Highway 59 S Summerdale, AL 36580 advancedmetalsystems@gmail.com (251) 979-3493 www.advancedmetalsys.com



### **Baldwin County**

Bill to

Baldwin County 14771 Longview Dr Loxley, AL Estimate details

Estimate no.: 307 Estimate date: 11/8/22 Expiration date: 12/12/22

Product or service

Amount

1. Sales \$7,840.00

To fabricate and install a 6'x40' Aluminum non-insulated patio cover along the backside of the building.

Total \$7,840.00

Expiry date

12/12/22

STATE OF ALABAMA

# CERTIFICATE OF COMPLIANCE FOR PUBLIC WORKS PROJECT

#### **BALDWIN COUNTY**

THE UNDERSIGNED hereby certifies that the following described final Contract(s) and/or bond(s) to be awarded is let in compliance with Title 39, Code of Alabama, 1975, and all other applicable provisions of law, to-wit:

"Quotes for the Purchase and Installation of Patio Awnings at the Loxley and Little River S.A.I.L. Centers for the Baldwin County Commission."

IN WITNESS W	WHEREOF, this Cert	ification is executed this the day of
	, 2023.	
		BALDWIN COUNTY COMMISSION
		By: As Its Chairman
ATTEST:		
By:		

As Its County Administrator



### **Baldwin County Commission**

### **Agenda Action Form**

File #: 23-0463, Version: 1 Item #: CE8

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 1/3/2023 Item Status: New

From: Wanda Gautney, Purchasing Director; Joey Nunnally, County Engineer; Seth Peterson, Pre-

Construction Manager

Submitted by: Wanda Gautney, Purchasing Director

### **ITEM TITLE**

Request for Qualifications (RFQ) for Professional Services for Engineering/Environmental Services for the Kelly Pit Regional Detention Project for the Baldwin County Commission

#### STAFF RECOMMENDATION

Authorize staff to begin negotiations with **Volkert**, **Inc.**, so a final recommendation for award can be made for Professional Services for Engineering/Environmental Services for the Kelly Pit Regional Detention project.

#### BACKGROUND INFORMATION

Background: The Request for Qualifications (RFQ) for Professional Services for Engineering/Environmental Services for the Kelly Pit Regional Detention project was received in the Purchasing Conference Room on December 6, 2022, at 2:00 P.M. Six (6) firms submitted a packet. The evaluation committee consisted of Joey Nunnally, Wanda Gautney, Susan Kilby, Seth Peterson, and Dustin Thweatt. After reviewing the six (6) submittals, the evaluation committee scored Volkert, Inc., the highest and feels that Volkert, Inc., meets the requirements for this project. Staff requests that the Baldwin County Commission approve the request to begin negotiations with Volkert, Inc., so a final recommendation for award can be made to the Commission in regard to the selection of Professional Services for Engineering/Environmental Services for the Kelly Pit Regional Detention project.

### Previous Commission action/date:

11/01/2022 meeting: 1) Approved the Purchasing Director and Highway Department to develop a Request for Qualifications (RFQ) to acquire professional services for the Kelly Pit Regional Detention Project and place an advertisement for submissions; and 2) Authorized the staff to negotiate a fee with the most qualified firm so that a final recommendation for award can be made to the Baldwin County Commission.

05/03/2022 meeting: Approved the Gulf of Mexico Energy Security Act of 2006 (GOMESA) Grant Agreement with the State of Alabama Department of Conservation and Natural Resources (ADCNR) for the purchase of 175 acres (Kelly Pit) and design of constructed wetlands and detention ponds to

File #: 23-0463, Version: 1 Item #: CE8

improve water quality and mitigate flooding. (The term for agreement shall begin on the date of the ADCNR Commissioner's signature and terminate December 29, 2024, unless extended in writing by ADCNR by amendment.)

07/20/2021 meeting: Approved the Highway Department to submit a grant application to the Alabama Department of Conservation and Natural Resources (ADCNR) for \$13,557,500.00 Gulf of Mexico Energy Security Act (GOMESA) funds allocated to Coastal Alabama. The awarded funds would be used by the Baldwin County Commission to convert existing dirt pits into constructed wetlands and regional detention ponds to improve water quality and to mitigate flooding in the Magnolia River watershed. 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?

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: 1/03/2023

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



### **Baldwin County Commission**

### Agenda Action Form

File #: 23-0458, Version: 1 Item #: CE9

Meeting Type: BCC Regular Meeting

Meeting Date: 1/03/2023

Item Status: New

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

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

### ITEM TITLE

Resolution # 2023-047 - FY2023 Budget Amendment #5

#### STAFF RECOMMENDATION

Adopt Resolution #2023-047 amending the Fiscal Year 2023 Budget (Resolution #2022-165 and #2022-166, adopted September 20, 2022) to add funds for various American Rescue Plan Act (ARPA) items, replace docking stations, The Launch at CR6 design/permitting, and staffing recommendations for the Building Inspection Department.

### **BACKGROUND INFORMATION**

**Background:** Ron Cink, Budget Director / Interim County Administrator, is requesting the budget adjustment entry be approved to add funds for various ARPA items, replace docking stations, The Launch at CR6 design/permitting, and staffing recommendations for the Building Inspection Department.

Previous Commission action/date: September 20, 2022 - BCC adopted Fiscal Year 2023 Budget.

#### FINANCIAL IMPACT

Total cost of recommendation: \$5,737,984.00

Budget line item(s) to be used: Various

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

#### **LEGAL IMPACT**

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

Reviewed/approved by: N/A

File #: 23-0458, Version: 1 Item #: CE9

Additional comments: N/A

### ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

### **FOLLOW UP IMPLEMENTATION**

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

Individual(s) responsible for follow up: Ron Cink, Budget Director

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 RALDWIN	)

### RESOLUTION #2023-047 OF THE BALDWIN COUNTY COMMISSION

### BE IT RESOLVED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR

**SESSION ASSEMBLED,** that we hereby amend the Baldwin County Fiscal Year 2023 Budget and that the following estimates of revenues and expenses, as related thereto, are hereby adopted and those revenues and expenses are appropriated as follows:

Account	<u>Description</u>	<u>Debit</u>	Credit
29870020.51990	Lexipol, LLC, Law Enforcement Training #2023-041	69,996	
29870040.51500	Contract Services – TBD Projects		69,996
29870010.52900	Historic Blakeley State Park Authority #2023-042	46,000	
29870040.51500	Contract Services – TBD Projects		46,000
29870030.55916	Novelis South Access Road #2023-045	1,000,000	
29870040.51500	Contract Services – TBD Projects		1,000,000
Sub-total	Revenue Replacement ARPA	1,115,996	1,115,996
29970030.55908	Turberville Bank Water Infrastructure Project #2023-044	700,734	
29970010.51500	Contract Services – TBD Projects		700,734
29970030.55908	Surfside Shores Drainage Improvement Project #2023-043	2,763,273	
29970010.51500	Contract Services – TBD Projects		2,763,273
29970010.51140	Salary Offset	1,000,000	
29970010.51500	Contract Services – TBD Projects		1,000,000
29970010.52310	Repairs & Maintenance - Glass Partitions	54,620	
29970010.51500	Contract Services – TBD Projects		54,620
29970020.51990	Feasibility Study-Mental Health Holding Area BC Corrections	5,000	
29970010.51500	Contract Services – TBD Projects		5,000
29970020.51990	Feasibility Study-Mental Health Holding Area BC Juvenile	1,500	
29970010.51500	Contract Services – TBD Projects		1,500
Sub-total	ARPA	4,525,127	4,525,127
10051965.52351	Computer Support Services – docking stations	2,500	
100.49000	Transfer Fund Balance Reserves		2,500
14457200.55901	CR 6 Boat Launch	7,500	
144.49000	Transfer Fund Balance Reserves		7,500
10052710.51130	Salaries & Wages	86,861	
100.42300	Building Permit Revenue		86,861
	TOTAL	5,737,984	5,737,984

<b>DONE</b> , under the Seal of Baldwin Coun	ty, Alabama, as affixed on this the 3rd day of January 2023
ATTEST:	Commissioner Charles F. Gruber, Chairman
Ronald Cink, Budget Director/ Interim C	County Administrator



### **Baldwin County Commission**

### Agenda Action Form

File #: 23-0369, Version: 1 Item #: CH1

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 1/3/2023

Item Status: New

From: Brian Peacock, CIS Director

Submitted by: Susan Marino, Business Manager

### ITEM TITLE

Sale of Surplus Equipment on GovDeals.com

#### STAFF RECOMMENDATION

Authorize the sale of the following equipment from Communications and Information Systems (CIS) Department by online auction on GovDeals.com:

Lot 1: Nine (9) Desktops, Four (4) Printers, Three (3) Displays and Eleven (11) Keyboards

Lot 2: Nine (9) Desktops, Three (3) Laptops, Five (5) Printers, Three (3) Displays and Ten (10) Keyboards

#### **BACKGROUND INFORMATION**

Background: Currently, the CIS Department has two (2) lots of equipment / assets to be auctioned on GovDeals.com. The equipment is no longer in use and will be sold as is by online auction as defined by Baldwin County Commission Policy 8.8.

Previous Commission action/date: N/A

#### FINANCIAL IMPACT

Total cost of recommendation: Incoming Revenue

Budget line item(s) to be used: Revenue - proceeds from sale of asset in General Fund

100.47901.

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

File #: 23-0369, Version: 1 Item #: CH1

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: Makayla Shiver, Amanda Cunningham, Finance / Accounting Department and Susan Marino, CIS Department

Action required (list contact persons/addresses if documents are to be mailed or emailed): Makayla Shiver and Amanda Cunningham will coordinate the auctioning of all lots listed on GovDeals.com. Susan Marino will provide documentation as required and handle follow up activity for equipment auction and pick up.

Additional instructions/notes: Accounting Department: Notify Sherry Smith in purchasing to remove the item(s) from ACCA property liability insurance if applicable.

## **Auction Items**

All equipment working properly when removed from service and are being sold as is. Lot 1 consists of 10 Desktop Computers, 3 Printers and 4 Displays. Below is the list of brand and model # of equipment. For more information or to schedule an inspection please contact Matt Fail at 251-580-1823. Lot 1 is located at located at Central Annex – 22251 Palmer St. Robertsdale, AL 36567.

### <u>Lot 1 - Robertsdale Location</u>

DESKTOPS	SERIAL NUMBER
HP EliteDesk 800 SFF G1	MXL415051K
HP EliteDesk 800 G2 TWR	MXL7121N4W
HP EliteDesk 800 G3 TWR	2UA734319P
HP EliteDesk 800 G3 TWR	2UA8021J28
HP EliteDesk 800 G3 TWR	2UA8021J2G
HP EliteDesk 800 G3 TWR	MXL7271876
HP EliteDesk 800 G3 TWR	MXL7271878
HP EliteDesk 800 G3 TWR	2UA83015NY
HP EliteDesk 800 G3 TWR	2UA8021J27
PRINTERS	SERIAL NUMBER
Zebra LP2844-Z	2681450
Lexmark T652dn	7941M45
Lexmark T652dn	7941M4P
Lexmark T652dn	795959M4K
DISPLAYS	SERIAL NUMBER
Dell E198FPt	CN-0CN084-74261-7AP-5K8M
Dell E190Sb	CN-0F779N-74261-071-2A6H
LG Flatron IPS231B	211NDYGEP898
DESKTOPS	SERIAL NUMBER

Opening Bid - \$100.00

Bid Increments - \$10.00

Reserve Price - \$250.00

Time on GovDeals.com – one (1) week



### **Auction Items**

All equipment working properly when removed from service and are being sold as is. Lot 2 consists of 9 Desktops, 3 Laptops, 5 Printers, 3 Displays and 10 Keyboards. Below is the list of brand and model # of equipment. For more information or to schedule an inspection please contact Matt Fail at 251-580-1823. Lot 2 is located at located at Central Annex – 22251 Palmer St. Robertsdale, AL 36567.

### **Lot 2 – Robertsdale Location**

DESKTOPS	SERIAL NUMBER
HP Compaq Pro 6300 MicroTower	MXL3101Z8R
HP EliteDesk G3 TWR	MXL727187B
HP EliteDesk G3 TWR	MXL7271879
HP EliteDesk G2 TWR	MXL7192HY5
HP EliteDesk G2 TWR	MXL7121N51
HP EliteDesk G2 TWR	MXL6462CJZ
HP EliteDesk G2 TWR	MXL719HYH
HP EliteDesk G3 TWR	2UA734319M
HP EliteDesk G3 TWR	2UA734319F
LAPTOPS	SERIAL NUMBER
HP Zbook Studio G3	CND6107RKQ
HP Elitebook 850 G2	BCALR103CUIBK0EGXB
HP Zbook Studio G3	CND629D2X
PRINTERS	SERIAL NUMBER
HP OfficeJet 250	TH68R3814Q
HP OfficeJet 250	TH68R3807T
Lexmark T652dn	7958GH6
Lexmark E360dn	CN-0M793K-48730-16I-0224
Lexmark T652dn	794626X

Opening Bid - \$100.00

Bid Increments - \$10.00

Reserve Price - \$250.00

Time on GovDeals.com – one (1) week





### **Baldwin County Commission**

### **Agenda Action Form**

**Meeting Type:** BCC Regular Meeting

Meeting Date: 01/03/2023

Item Status: New

From: Dr. Brian Pierce, Coroner

Submitted by: Brandy Byrd, Coroner Executive Assistant

#### ITEM TITLE

Coroner's Office - National Network of Public Health Institutes Grant Acceptance for Implementation of New Case Management System

### STAFF RECOMMENDATION

Take the following actions:

- 1) Accept the National Network of Public Health Institutes (NNPHI) Grant in the amount of \$20,316.13 for the implementation of a new case management system for the Baldwin County Commission (Baldwin County Coroner's Office); and
- 2) Authorize the Chairman and Dr. Brian Pierce, Baldwin County Coroner, to sign the Subaward between the National Network of Public Health Institutes and the Baldwin County Commission as subrecipient.

The term of this subaward shall extend from November 1, 2022, through July 31, 2023.

#### BACKGROUND INFORMATION

**Background:** June 7, 2022 BCC meeting - The Office of the Coroner requested to submit a grant application to the National Network of Public Health Institutes (NNPHI) for the implementation of a new case management system which would reduce office supply cost and increase the ability to share information between County and State agencies, such as ADPH. Implementing this case management system would help create many streamlined efficiencies concerning, but not limited to, office workflow, reporting of cases by other police agencies and ER departments, allowing supervisor oversight in real time and proper assignment of resources for various types of responses. Ultimately, with better workflow, response strategy and timely case completion, families of the decedent will benefit from an improved timeline supporting accurate determination of cause and manner of death. The County would benefit with cost savings due to improved efficiencies and reduced supply needs. This grant would offset cost of an ongoing report platform project and allow for necessary upgrades to office workflow.

Previous Commission action/date: June 7, 2022 - Baldwin County Commission approved the

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submittal of the grant application for the National Network of Public Health Institutes (NNPHI) grant in the amount of \$20,000.00 for implementation of a new case management system for Baldwin County Coroner's Office.

### FINANCIAL IMPACT

**Total cost of recommendation:** Grant in the amount of \$20,316.13 - Subrecipient to submit monthly invoices after the incurrence of allowable cost (see Article III-5).

Budget line item(s) to be used: Revenue

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: Coroner's Office, Grants Department and Finance/Accounting are responsible for coordination of all follow-up

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

Mr. Anthony Oberg, MPA Program Manager, Bridging Sectors to Create Health National Network of Public Health Institutes 1100 Poydras St., Suite 950 New Orleans, LA 70163

Grants department to enter grant into Munis

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cc: Cian Harrison, Eva Cutsinger, Christie Bezoari, Katrina Taylor

Additional instructions/notes: Administration - place in tickler

# SUBAWARD Between THE NATIONAL NETWORK OF PUBLIC HEALTH INSTITUTES AND BALDWIN COUNTY COMMISSION

This subaward, entered into on November 15, 2022, by and between the National Network of Public Health Institutes, a non-profit Corporation existing under the laws of Louisiana whose mailing address is 1100 Poydras Street, Suite 950 New Orleans, LA 70163 (herein referred to as NNPHI), and Baldwin County Commission whose mailing address is 312 Courthouse Square, Ste 11, Bay Minette, Al 36507 (herein referred to as Subrecipient), is for the performance of certain work/services and reimbursement of allowable costs. This award is pursuant to the authority of 307 and 317(K)(2) of the Public Health Service Act (42 U.S.C. Sections 242(1) and 247b(k) and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions. NNPHI and Subgrantee may also be referred to in this agreement as the "grantee", "party," "parties," "you" or a derivation thereof.

#### **BACKGROUND**

The NNPHI has received from the Centers for Disease Control and Prevention (herein referred to as "CDC") Cooperative Agreement No. 5 NU38OT000303-04-00, CFDA 93.421 (NNPHI- PC 753), as Revised and incorporated by reference, hereby issue this award entitled, "Expanded Drug Overdose Investigation Trainings to Improve Overdose Mortality Surveillance Project". This Subaward is subject to the terms and conditions of the CDC's Award which are herein incorporated and made a part of this agreement, as Attachment 3.

The **Subrecipient** has agreed to participate in collaboration with **NNPHI**, as detailed in the Application for the **Award**.

Therefore, the parties agree as follows:

#### **ARTICLES**

#### ARTICLE I - Scope of Work

The **Subrecipient** agrees to perform the work outlined in **Attachment 1** – to provide capacity building support for medicolegal death investigator offices. CDC, NNPHI, IACME, and **Subrecipient** recognize the need for medicolegal death investigator offices to purchase case management software that facilitates interoperability between case management systems and electronic death reporting systems. In implementing this initiative, CDC/NNPHI/IACME/ and **Subrecipient** seek to facilitate timely and comprehensive data sharing with vital records offices and public health agencies to better inform drug overdose prevention and response efforts in accordance with he submitted proposal which is hereby incorporated by reference.

#### ARTICLE II - Period of Performance

The term of this subaward shall extend from November 1, 2022, through July 31, 2023. Unless stated elsewhere in this subaward, **Subrecipient's** expenditures incurred prior to the beginning date or subsequent to the end date are unallowable. **Subrecipient** shall notify **NNPHI**, as soon as possible, of any reason that might contribute to the failure to perform within the specified term even if such reason is beyond the control and without fault or negligence of the **Subrecipient**. The performance period may be modified by mutual agreement of the parties.

#### ARTICLE III - Consideration, Records and Billing Instructions

- 1. The reimbursable cost, both direct and indirect, of performing the tasks under Article 1 of this Agreement will not exceed \$20,316.13 in United States dollars, as detailed in Attachment 2. NNPHI is not, in the absence of a modification, obligated to reimburse the Subrecipient for costs incurred by the Subrecipient which are in excess of the costs specified in this article.
- 2. **NNPHI** payment to **Subrecipient** shall be based upon the terms and conditions as specified in this subaward and the availability and allocation of **CDC's** funds necessary to finance **NNPHI's** performance.
- 3. The determination of allowable cost for **Subrecipient's** activities will be made in accordance with OMB Uniform Guidance: Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, inclusive of all amendments and applicable Federal regulations in effect as of the date of this subaward.
- 4. **Subrecipient** shall maintain reasonable records incident to the performance of this subaward and shall allow **NNPHI** access to those records. The CDC, a federal agency, the Comptroller General of the United States, or any of their representatives shall have the right of access to any books, documents, papers and records of the **Subrecipient** which are directly pertinent to a specific program for the purpose of making audits, examination, excerpts and transcripts.
- 5. Payment will be made **monthly** following the receipt of detailed monthly invoices (a) identified by the ID number located on the top of each subaward page, (b) reflecting the cost categories as outlined in the budget (**Attachment 2**), and (c) approved and signed by the **Subrecipient's** appropriate administrative official d) a detailed description of the work completed during the period. **Subrecipient** shall submit monthly invoices after the incurrence of allowable cost, at least quarterly but not more frequently than monthly; invoices shall provide a current and cumulative breakdown of costs and, if applicable, required cost-sharing in separate columns.
- 6. The Final Invoice shall be clearly identified as "FINAL" and shall be submitted no later than <u>45</u> days after the subaward's end date. Payment cannot be guaranteed if submitted beyond this period.
- 7. All invoices shall be submitted to:

Helen Lindau Program Manager, Bridging Sectors to Create Health

1250 Connecticut Ave, NW – Suite 202 Washington, DC 20036 Phone: 828.773.2500 eMail: hlindau@nnphi.org

### ARTICLE IV - Designated Representatives

Technical Representative Administrative Representative

For NNPHI For NNPHI

Helen Lindau Program Manager

National Network of Public Health Institutes 1250 Connecticut Ave, NW – Suite 202 Washington, DC 20036

Direct: 828.773.2500 Email: hlindau@nnphi.org

For Subrecipient
Mr. Brian E Pierce
Baldwin County Commission
312 Courthouse Square, Ste 11
Bay Minette, Al 36507
Phone: 251.970.4051

eMail: bpierce@baldwincountyal.gov

Helen Lindau Program Manager

National Network of Public Health Institutes 1250 Connecticut Ave, NW – Suite 202 Washington, DC 20036

Direct: 828.773.2500 Email: hlindau@nnphi.org

For Subrecipient
Mr. Brian E Pierce
Baldwin County Commission
312 Courthouse Square, Ste 11
Bay Minette, Al 36507
Phone: 251.970.4051

eMail: bpierce@baldwincountyal.gov

#### ARTICLE V - Reports

**Subrecipient** will submit reports required by **NNPHI's** Technical Representative cited in Article IV (Programmatic and financial). Such reports shall be submitted according to the following reporting schedule:

- 1. Interim Program & Financial reports; November 1, 2022, through March 31, 2023 Due April 30, 2023
- 2. Final Program & Financial reports; April 1, 2023, through July 31, 2023 Due August 31, 2023

The format of the financial report should show in columns the budget, current expenditures, cumulative expenses and line-item balance(s) and, if applicable, required cost-sharing in separate columns. All invoices must be detailed enough to show progress/activities during the billing period. The Final Progress Report must be submitted to **NNPHI's** Technical Representative, in an agreed upon format, no later than <u>30</u> days after the project's end date. Contractor agrees to rework any deliverables/tasks deemed not acceptable at no additional cost to NNPHI and/or CDC Note: Final invoice due no later than <u>30</u> days after the subaward's end date. Payment cannot be guaranteed if submitted beyond this period. <u>Subrecipient must ensure that a completed/updated signed Form W-9 is on file to facilitate all payment(s) under this agreement.</u>

#### ARTICLE VI - Publication

**Subrecipient** reserves the right to make or permit to be made scholarly disclosures of the results of the Project, including without limitation, publication in scholarly journals, presentations at academic and other conferences, disclosures to **Subrecipient** and non-**Subrecipient** scholars, and disclosures in grant and funding applications. **Subrecipient** shall provide **NNPHI** a copy or notice of any publication in any scholarly journal that includes a report of the results of the Project. **Subrecipient** further agrees to provide, in accordance with customary standards, an appropriate acknowledgement in any such publication of **NNHPI's** support or other role in the Project.

#### ARTICLE VII - Patents and Inventions

Any invention arising out of the activities assisted by this subaward shall be promptly and fully reported to **NNPHI's** Administrative Representative. The ownership and manner of disposition of all rights in and to such invention shall be subject to the regulations issued by the **CDC** as such regulations appear in the **Award** between the **CDC** and **NNPHI**.

#### ARTICLE VIII – Proprietary or Confidential Information

**NNPHI** and **Subrecipient** agree to use all reasonable diligence to prevent disclosure to third parties any confidential information disclosed to it under this subaward and marked by the disclosing party as confidential for a period of three (3) years from the date of disclosure. Such information shall be disclosed in writing and marked "confidential", or if disclosed orally or in other documentary form shall be reduced to writing and marked "confidential" within thirty (30) days thereafter. Disclosure of confidential information to employees, officers, agents, and representatives shall be only on a need-to-know basis and as necessary for the purposes of this subaward. This non-disclosure obligation shall not apply to information:

- 1. already in or subsequently enters the public domain through no fault of **NNPHI** or **Subrecipient**.
- 2. presently known or becomes known to **NNPHI** or **Subrecipient** from its own independent sources.
- 3. received by **NNPHI** or **Subrecipient** from any third party not under obligation to keep such information confidential.
- 4. independently developed by **NNPHI** or **Subrecipient** without use of the other's confidential information; or
- 5. required to be disclosed by law.

#### ARTICLE IX - Assignments and Lower Tier Subrecipients

Neither performance nor payment involving the whole or any part of this subaward as described under Article I may be assigned, subawarded, transferred, or otherwise given or imposed on any other party by **Subrecipient** without the prior written consent of **NNPHI**. **Subrecipient** shall pass the appropriate **CDC** terms and regulationstion to any lower tier **Subrecipient**. As applicable, this shall include **CDC** name, **Award** ID number, **Award** title, **CFDA** number and appropriate flow down requirements.

#### ARTICLE X - Changes and Prior Approval

**Subrecipient** is responsible for both notifying **NNPHI** and obtaining prior written approval of **NNPHI** with respect to any changes which might materially alter the terms of this subaward. Examples include, but are not limited to, changes in the period of performance, in **Subrecipient's** Technical Representative, significant rebudgeting and changes in the scope of work. In the event of uncertainty as to whether a change is significant enough to require prior approval, refer questions to **NNPHI's** Administrative Representative cited in Article IV.

#### ARTICLE XI - Insurance

Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or director's, to the extent allowed by law. **Subrecipient** shall maintain sufficient insurance coverage for Public Liability, Property Damage, Employer's Liability and Compensation Insurance and Motor Vehicle Liability (Personal Injury and Property Damage.

#### ARTICLE XII - Suspension

**NNPHI** reserves the right to suspend this subaward at any time by electronic or telephone notice to **Subrecipient** followed by written notice within 10 days of the initial notice. **Subrecipient** will immediately stop performance and will not perform under this subaward until receiving a resume performance notice from **NNPHI** followed by written notice within 10 days. **NNPHI** will provide **Subrecipient** with the reason(s) for suspension and indicate if any remedies are available to **Subrecipient**. If **NNPHI** and **Subrecipient** mutually agree the reason(s) for the suspension have been remedied, **NNPHI** will issue a resume performance notice to **Subrecipient**. **Subrecipient** will not be reimbursed or paid for any charges during the suspension period.

#### **ARTICLE XIII - Termination**

**NNPHI** reserves the right to terminate this subaward at any time by giving **Subrecipient** written notice at least 30 days prior to the effective date of termination. The **Subrecipient** may submit a written request to **NNPHI** for termination at least 30 days prior to the effective date of termination.

In the event of default, either by **Subrecipient's** failure to substantially perform its obligations, **Subrecipient's** violation of other material terms of this subaward, or **Sponsor's** termination of work by **NNPHI** on the subject matter of this **Award**, then performance by the **Subrecipient** under this subaward may be terminated by **NNPHI** at any time by giving written notice to the **Subrecipient**. Should performance be so terminated, the **Subrecipient** shall be paid for its reasonable costs and commitments to the date of termination, but only to the extent that such costs and commitments are reimbursable to **NNPHI** under the terms of **Sponsor's Award**. Payment shall be made upon submission to **NNPHI** of a final invoice covering the aforementioned performance and submission of any and all results achieved to the time of termination and acceptance thereof by **NNPHI**.

#### ARTICLE XIV - Mandatory Disclosure Requirement

Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIIS): Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the NNPHI at the address and contact detailed on page 2 of this Agreement (include "Mandatory Grant Disclosures" in the subject line):

#### ARTICLE XV - General Provisions

The following general provisions become operative if the particular subject relates to activity to be performed under this subaward.

#### 1. Protection of Human Subjects

**Subrecipient** agrees that the rights and welfare of human subjects will be protected in accordance with applicable policies set forth in 45 CFR 46 and 21 CFR 50 and 56. **Subrecipient** shall bear full responsibility for the proper and safe performance of its work and services involving human subjects. **Subrecipient** hereby certifies that it will perform no work under this agreement without active IRB approval.

NNPHI's Technical Representative identifies Subrecipient's work as involving human subjects: No  $X_{\underline{}}$  Yes .

If yes, **Subrecipient** must provide to **NNPHI's AR** a letter from an IRB representative indicating the (1) date of review/approval and (2) the IRB's federally assigned assurance number. Documentation of continuing IRB approval must be submitted annually to NNPHI's AR. **Subrecipient** hereby certifies that it will perform no work under this agreement without an active IRB approval.

#### 2. <u>Animal Welfare</u>

**Subrecipient** shall comply with all procedures and regulations that ensure the humane care of animals to include but not limited to the following:

- Animal Welfare Act as amended (7 USC 2131 et seq.)
- PHS Policy on Humane Care of Laboratory Animals by Awardee Institutions
- U.S. Government Principles for the Utilization and Care of Vertebrate Animals Used in Testing, Research, and Training
- NIH Publication (85-23) Guide for the Care and Use of Laboratory Animals

NNPHI's Technical Representative identifies **Subrecipient's** work as involving animals: **No** X\_\_\_Yes \_\_\_\_. If yes, **Subrecipient** must provide to **NNPHI** documentation that an Institutional Animal Care Use Committee (IACUC) has reviewed and approved such procedures and the IACUC's federally assigned assurance number. Submission of continuation reviews/approval is required.

#### 3. Recombinant DNA Research

**Subrecipient** must comply with NIH Guidelines for Research Involving Recombinant DNA Molecules (49 FR 46266 or latest revision).

#### 4. Small Business, Minority-Owned Business, and Woman-Owned Business Utilization

**Subrecipient** must make positive efforts to use small business concerns, minority-owned businesses, and woman-owned businesses as sources for procurement of goods or services, including consultant services.

#### 5. Grant Related Income

**Subrecipient** must report to **NNPHI** any grant related income in accordance with OMB Uniform Guidance, 2 CFR Part 200 Uniform Guidance. Disposition of such income will be consistent with the terms of the **Sponsor's Award**.

#### 6. Equipment Accountability and Disposition

For purposes of this subaward, equipment is defined as those items costing \$5,000 or more (unless Subrecipient has established lower levels) and having a useful life of more than one year. Title to all equipment purchased under this subaward shall vest in **Subrecipient** upon acquisition unless it is determined that to do so is not in furtherance of the objectives of the **Sponsor**. Administration, internal control, and management of equipment shall comply with the requirements of the prime award.

Except for a model change for equipment in **Subrecipient's** proposed budget, **Subrecipient** shall request **NNPHI's** prior approval for the purchase of equipment not in **Subrecipient's** proposed budget, **Attachment 2**.

#### **ARTICLE XVI - Certifications**

By accepting this subaward, **Subrecipient** certifies compliance with the following, if applicable:

#### 1. Non-Discrimination

**Subrecipient** certifies that it complies with all federal statutes relating to non-discrimination. These include but are not limited to:

- E.O. 11246 "Equal Employment Opportunity," as amended by E.O.11375 "Amending Executive Order 11246
  - Relating to Equal Employment Opportunity"
- Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination based on race, color, or national origin;
- Rehabilitation Act of 1973 which prohibits discrimination based on physical and mental handicap.
- Title IX of the Educational Amendments of 1972 which prohibits discrimination based on sex; and
- Age Discrimination Act of 1975 which prohibits unreasonable discrimination based on age.

#### 2. <u>Debarment, Suspension, Repayment of Federal Debt</u>

**Subrecipient** certifies that neither it nor its principal are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. Furthermore, **Subrecipient** certifies neither it nor its principals are delinquent on the repayment of any federal debt.

#### 3. Audit Requirements

If **Subrecipient** is subject to OMB Uniform Guidance, 2 CFR Part 200, **Subrecipient** hereby certifies it meets the requirements defined in this Part. **Subrecipient** further agrees in the event of noncompliance which involves a subaward from **NNPHI** to send its audit report to **NNPHI** within 30 days of receipt by **Subrecipient's** auditors. If **Subrecipient** is not subject to OMB Uniform Guidance, 2 CFR Part 200 and in the event of noncompliance which involves a subaward from **NNPHI**, **Subrecipient** agrees to send its financial audit report to **NNPHI** within 30 days of receipt by **Subrecipient's** auditors. If **Subrecipient** must send its Federal or financial audit report to **NNPHI**, **Subrecipient** further agrees to notify **NNPHI** of its corrective action taken within six months of furnishing its applicable audit report to **NNPHI**. In accordance with OMB Uniform Guidance, **NNPHI** will issue a management decision to the **Subrecipient** within six months.

The Subgrantee will maintain adequate financial records, in accordance with generally accepted accounting practices, to clearly and easily identify expenses, to describe the nature of each expense and to establish relatedness to this Agreement. All records related to this Agreement shall be available for audit by the NNPHI and/or the Sponsor. The financial records of this Agreement will be retained for a period of three (3) years, with the following qualifications:

a. Records related to any audit initiated prior to the expiration date shall be retained until the audit findings involving the records have been resolved.

The retention period starts from the date of the submission of the final invoice.

#### 4. Clean Air and Water Certification

**Subrecipient** certifies that any facility to be used in the performance of this subaward is not listed on the Environmental Protection Agency (EPA) list of Violating Facilities. **Subrecipient** will immediately notify **NNPHI**, before this subaward, of the receipt of any communication from the Administrator, or a designee of the EPA, indicating that any facility the **Subrecipient** proposes to use for the performance of the contract is under consideration to be listed on the EPA list of Violating Facilities.

#### 5. Conflict of Interest

NNPHI's Administrative Representative identifies the **Sponsor** as the National Science Foundation (NSF) or DHHS: No \_\_\_\_Yes \_X\_\_. If yes, and **Subrecipient's** institution employs more than fifty persons, then by signing this subaward **Subrecipient** certifies that it has implemented a written and enforced conflict of interest policy consistent with NSF or DHHS policy; that to the best of **Subrecipient's** knowledge, all financial disclosures required by NSF policy have been made; and that all identified conflicts of interest will have been satisfactorily managed, reduced or eliminated prior to the **Subrecipient's** expenditure of funds under this subaward, in accordance with **Subrecipient's** conflict of interest policy. Conflicts which cannot be satisfactorily managed, reduced or eliminated will be promptly disclosed, in writing, to **NNPHI**. Failure to disclose such instances to **NNPHI** may be cause for termination as specified in Article XII.

#### 6. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions

By signing this subaward **Subrecipient** hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989:

No 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 on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative subaward, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative subaward.

If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) 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 on his or her behalf in connection with this solicitation, **Subrecipient** shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to **NNPHI**.

Submission of this certification and disclosure is a prerequisite for making or entering into this subaward imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

#### ARTICLE XVII – Export Controls

It is understood that **NNPHI** is subject to United States Laws and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities, and that its obligations hereunder are contingent on compliance with applicable U.S. export laws and regulations (including the Arms Export Control Act, as amended, and the Export Administration Act of 1979). The transfer of certain technical data and commodities <u>may</u> require a license from the cognizant agency of the United States Government and/or written assurances by the **Subrecipient** that the **Subrecipient** will not re-export data or commodities to certain foreign countries without prior approval of the cognizant government agency. While **NNPHI** agrees to cooperate in securing any license which the cognizant agency deems necessary in connection with this Agreement, **NNPHI** cannot guarantee that such licenses will be granted.

#### ARTICLE XVIII - Controlling Laws

Unless prohibited by state law governing Subrecipient's institution, this Subaward shall be governed by, and construed in accordance with, the laws of Louisiana, without reference to the conflicts of laws principles thereof and all referenced federal laws, regulations, policies and CDC General Terms and Conditions for Non-research awards at <a href="https://www.cdc.gov/grants/federal-regulations-policies/index.html">https://www.cdc.gov/grants/federal-regulations-policies/index.html</a> under which support for this work has been funded. All allowable costs are subjected to OMB Uniform Guidance 2 CFR Part 200 and related regulations. The parties shall attempt to resolve any controversy, dispute or disagreement arising out of or relating to this Subaward, or the breach thereof, through good faith negotiations. If the parties cannot resolve the controversy, dispute or disagreement through good faith negotiations within thirty (30) days, the aggrieved party may pursue litigation in the Civil District Court located in Orleans Parish.

#### ARTICLE XIX - Order of Precedence

In the event of any inconsistency among the provisions of this subaward the inconsistency shall be resolved by giving precedence as follows: (1) if attached, any Special Provisions; (2) subaward's General Provisions and other documents, exhibits and attachments; and (3) Sponsor's Award.

<u>ARTICLE XX - Partial Invalidity:</u> If any part, term, or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law, the validity of the remaining portions or provisions shall not be affected.

#### ARTICLE XXI – Force Majeure

In the event either party is unable to perform its obligations under the terms of this Subagreement because of acts of God or other casualty, natural disaster including weather, war, government regulations, public health advisories, fire, strikes, terrorism, or civil disorder or any other extraordinary events that make it illegal,

impossible, inadvisable or commercially impractical to enforce performance, such party shall not be liable for damages to the other for any damages resulting from such failure to perform or otherwise from such causes.

#### ARTICLE XXII - Entire Subaward

This subaward is intended by the parties as a final written expression of their subaward and supersedes and replaces any prior oral or written subaward. Any terms or conditions proposed by **Subrecipient** inconsistent with or in addition to terms and conditions herein contained shall be void and of no effect unless specifically agreed to by **NNPHI** in writing and signed by both parties.

#### ARTICLE XXIII - Subaward valid if signed in counterpart or by electronic signature:

This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of an electronic data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or signature page were an original thereof.

IN WITNESS WHEREOF, the parties hereto have caused their authorized officials to execute this subaward as of the date(s) set forth below:

Yours in health NATIONAL N	ETWORK OF PUBLIC HEALTH	INSTITUTES
Vincent Lafron	za, Ed. <i>D</i> .	Date
President and C	EO	
Docusigned by:  Or. Brian P  8BC07F6A3CD94CB  Signature	nt— DISTRICT ONE MEDICAL I	EXAMINER SUPPORT, INC
 Name	Title	Date

# ATTACHMENT I Scope of Work/Proposal

#### Infrastructure support for a Medical Legal Death Investigators Reporting Platform

#### **Background**

The population of Alabama, based on recent Federal census, is approximately 4,900,000 people whereas the population of Baldwin County Alabama is approximately 231,000 people, or roughly 4.7% of the people of Alabama. Baldwin County's location on the Gulf Coast also invites a high tourist population of 6.5 million annually, resulting in a functional population of nearly 500,000/day during the summer months. The normal death rate in Baldwin County is approximately 2,700 people per year or 7 deaths a day. Historical data suggest that 25% of all deaths will involve the Coroner's Office in some capacity, with 13% being non-residents.

The Baldwin County Coroner's Office has a membership with IACME and received its accreditation from IACME in March of 2021. 4 of 5 Medical Death Investigators are certified by ABMDI and the office completed 663 Death Investigation cases in FY 2021-2022.

#### **Current Operations**

Currently the Baldwin County Coroner's Office manages 27 different spreadsheets to track data, and while we do participate in A VDRS, VAERS, and EVERS reporting to the State of Alabama, it is quite laborious. Additionally, we currently produce paper files on all cases. These case files include scene reports, photos, autopsy reports, and toxicology.

Alabama utilizes a regional Medical Examiner System and currently Autopsies are performed at the Mobile, Alabama Department of Forensic Science. The state also provides toxicology services out of Hoover, Alabama. The reports are provided to the Coroner and District Attorney's Office, we then provide reports to law enforcement upon request.

#### **Future Operations**

A new Case Management system would reduce our office supply cost and increase our ability to share information with County, State, and Federal Agencies. Implementation of a case management system would streamline efficiencies, such as offce workflow, reporting to Law Enforcement, Public Health as well as provide more real time data for fatalities related to drug overdoses, natural disasters, and pandemics.

The Baldwin County Coroner's Office has been researching Case Management systems, to identify one that will meet the following criteria:

Secure

User Friendly

#### Real-time reporting

Ability to share data with Law Enforcement, District Attorney, Alabama Department of Public Health, Alabama Department of Forensic Science, CDC, as well as other vetted community partners.

As population and caseloads increase, we will need to search for new ways to manage reports to accurately and timely provide law enforcement with information and families with closure. Also, data reports to the state can be timelier, giving state officials accurate data in real time, allowing improved decision making in large scale incidents. This will improve fatality management during times of natural disasters, pandemics, and epidemics such as the current fentanyl crisis.

We would like this system up and in place by January 1, 2023. This is a large undertaking and will require internal training, cooperation of many agencies, and changing of some SOG's. The outcome, however, will provide a better product for law enforcement, real time data for State and Federal agencies and more rapid closure for families.

The Office of the Coroner will work with Baldwin County's CIS department to ensure; ongoing support for this project as well as interoperability to allow communication with county, state, and federal agencies.

Providing funding for projects such as these eases the financial burden and will certainly bolster the Medical Death Investigation community and the Baldwin County Coroner's Office seeks to be a leader in that endeavor.

#### THE REST OF THIS PAGE PURPOSELY LEFT BLANK

# ATTACHMENT 2 Budget and Budget Justification

Category	Amount	Justification
a. Personnel	15,948.81	Cost of developer, software writer - salary
Fringe Benefits	2,087.32	Cost of developer, software writer - benefits
c. Travel		
d. Equipment		
.e Supplies	2,280.00	Additional Web Server, SQL Database, Dish Server Space - 2 years recurring fees
f. Other		V
g. Contractual		
h. Total Direct Costs	20,316.13	Total of personnel and equipment costs
i. Indirect Costs		
j. TOTAL BUDGET	20,316.13	

Employee	Annu	al Salary		h	ourly	LOE hrs.	Amount
Brian Peacock	\$	130,625.00	2080	\$	62.80	3.00	\$ 188.40
Divine Propst	\$	87,207.09	2080	\$	41.93	6.00	\$ 251.56
Wayde Wilkerson	\$	68,911.70	2080	\$	33.13	5.50	\$ 182.22
Luke Williams	\$	50,482.00	2080	\$	24.27	631.50	\$15,326.63
							\$15,948.81

Employee	Anr	nual Benefits	Hrs Work	Amo	unt
Brian Peacock	\$	14,129.12	3.00	\$	20.38
Divine Propst	\$	13,980.65	6.00	\$	40.33
Wayde Wilkerson	\$	305.62	5.50	\$	0.81
Luke Williams	\$	6,672.49	631.50	\$	2,025.81
				\$	2,087.32

Supply Costs					
				1 Y	'ear
				Mi	nium Per
		Month	nly Recurring	Gra	ant
Web Server		\$	90.00	\$	1,080.00
1 SQL Database Hosting Service (up to 10gb)			50.00	\$	600.00
Additional Dish Storage (allocated in 50gb blocks)		\$	50.00	\$	600.00
Additional expense for the life of the application			190.00	\$	2,280.00

#### **ATTACHMENT 3**

(Terms and conditions of the Sponsor's Award)

#### SECTION III-TERMS AND CONDITIONS- 5 NU380T000303-04-00

This Subagreement is based on the application submitted to, and as approved by, CDC on the above-titled project and is subject to the terms and conditions of the NOA/NOFO, as attached, and is incorporated directly by reference and includes the following:

- a. The grant program legislation and program regulation cited in this Notice of Award.
- b. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
- c. 45 CFR Part 75as applicable.
- d. The HS Grants Policy Statement, including addenda in effect as of the beginning date of the budget period.
- e. This Award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

This Award has been assigned the Federal Award Identification Number (FAIN) NU38OT000303. Recipients must document the assigned FAIN on each consortium/subaward issued under this Award.

Any papers published under the auspices of this award must cite the funding support of all institutes as listed below.

Department Of Health and Human Services, Centers for Disease Control and Prevention (CDC).

For each publication that results from HHS this grant-supported activities, recipients must include, in all written and web-based materials associated with this award, an acknowledgment of grant support using the following statement (or agreed upon changes):

"Funding for this effort was provided by the **National Network of Public Health Institutes** (**NNPHI**) through a Cooperative Award with the Centers for Disease Control and Prevention (CDC) of the Department of Health and Human Services (HHS), as part of a financial assistance award totaling \$XX with 100 percent funded by CDC/HHS. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by CDC/HHS, the U.S. Government, or the NNPHI."

#### SECTION IV-OT Special Terms and Conditions—5 NU38OT000303-04-00

In addition to the federal laws, regulations, policies, and CDC General Terms and Conditions for Non-research awards at https://www.cdc.gov/grants/federalregulationspolicies/index.html, the Centers for Disease Control and Prevention (CDC) hereby incorporates Notice of Funding Opportunity (NOFO) number OT18-1802, entitled, Strengthening Public Health Systems and Services through National Partnerships to Improve and Protect the Nation's Health and application dated March 27, 2018, as may be amended, which are hereby made a part of this Non-research award, hereinafter referred to as the Notice of Award (NoA).

Award Type: Cooperative Agreement

Substantial Involvement by CDC/NNPI: This is a cooperative agreement and CDC/NNPHI will have substantial programmatic involvement after the award is made. Substantial involvement is in addition

to all post-award monitoring, technical assistance, and performance reviews undertaken in the normal course of stewardship of federal funds.

#### Applicable Cost Principles:

**Subrecipients** must comply with the administrative and public policy requirements outlined in 45 CFR Part 75 and the HHS Grants Policy Statement, as appropriate and OMB Uniform Administrative Requirements. Brief descriptions of relevant provisions are available at <a href="http://www.cdc.gov/grants/additionalrequirements/index.html#ui-id-17">http://www.cdc.gov/grants/additionalrequirements/index.html#ui-id-17</a>. The HHS Grants Policy Statement is available at <a href="http://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf">http://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf</a>.

45 CFR Part 75 supersedes regulations at 45 CFR Part 74 and Part 92



## **Baldwin County Commission**

## **Agenda Action Form**

File #: 23-0433, Version: 1 Item #: CJ2

**Meeting Type:** BCC Regular Meeting

Meeting Date: 01/03/2023

Item Status: New

From: Huey Hoss Mack, Sheriff of Baldwin County

Submitted by: Kimberly Kelly, Director of Finance, BCSO

#### ITEM TITLE

Sheriff's Office - Master Service Agreement with Lexipol, LLC for Annual Subscription Fee

#### STAFF RECOMMENDATION

Approve and authorize Chairman to execute the Master Service Agreement between the Baldwin County Commission (Baldwin County Sheriff's Office) and Lexipol, LLC for an Annual Subscription Fee for Annual Law Enforcement Policy Manual & Daily Training Bulletins (with Supplemental Publication Service, Procedures, Grant Finder and Accreditation Workbench) for twelve (12) months at a cost of \$29,724.84.

This agreement shall commence on the date of full execution and shall renew in successive one-year periods thereafter.

#### BACKGROUND INFORMATION

**Background:** Lexipol is a risk management solution for public safety and local government. Lexipol provides a full library of comprehensive and customizable, state-specific law enforcement policies, annual law enforcement supplemental manuals, law enforcement procedures and law enforcement accreditation that are updated in response to new state and federal laws and court decisions.

Previous Commission action/date: N/A

#### FINANCIAL IMPACT

Total cost of recommendation: \$29,724.84 for 12 months

Budget line item(s) to be used: 10052100.51500

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

N/A

## LEGAL IMPACT

Item #: CJ2 File #: 23-0433, Version: 1

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

Reviewed/approved by: N/A

Additional comments: Pending legal review by Brad Hicks, County Attorney

#### ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

#### **FOLLOW UP IMPLEMENTATION**

For time-sensitive follow up, select deadline date for follow up: January 16, 2023

Individual(s) responsible for follow up: Administration, Accounts Payable, Kim Kelly, Baldwin County Sheriff's Office

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

1) Administrative Staff - have Chairman sign agreement and mail signed agreement to the following individual with Lexipol, LLC for their signature:

Lexipol, LLC 2611 Internet Boulevard, Suite 100 Frisco, Texas 75034 Attention: Jonathan Masi

2) Once fully executed Agreement is received back from Lexipol, Forward copy of fully executed to the following individuals:

Huey Hoss Mack, Sheriff of Baldwin County Kim Kelly, Director of Finance, BCSO

Additional instructions/notes: N/A



#### MASTER SERVICE AGREEMENT

Agency's Name: Agency's Address:	Baldwin County Sheriff's Office (AL) 320 North Hoyle Street Bay Minette, AL 36507				
Attention:					
Sales Rep: Lexipol's Address:	Jonathan Masi 2611 Internet Boulevard, Suite 100 Frisco, Texas 75034				
Effective Date:					
	(to be completed by Lexipol upon receipt of signed Agreement)				
This Master Service Agreement (the "Agreement") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), which may include one or more Lexipol subsidiary entities, and the Agency identified above.  This Agreement consists of:					
<ul> <li>(a) this Cover Sheet</li> <li>(b) Exhibit A - Selected Services and Associated Fees</li> <li>(c) Exhibit B - Terms and Conditions Specific to this Agreement</li> </ul>					
Each individual signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.					
Baldwin County Sheriff's Office (AL)	Lexipol, LLC				
Signature:	Signature:				
Print Name:	Print Name:				
Title:	Title:				
Date Signed:	Date Signed:				

#### Exhibit A

#### SELECTED SERVICES AND ASSOCIATED FEES

## Agency is purchasing the following:

QTY	DESCRIPTION	UNIT PRICE	EXTENDED
1	Annual Law Enforcement Policy Manual & Daily Training Bulletins	USD 26,080.38	USD 26,080.38
1	Annual Law Enforcement Supplemental Manual(s)	USD 2,007.67	USD 2,007.67
1	Annual Law Enforcement Procedures	USD 1,182.38	USD 1,182.38
1	Law Enforcement and Corrections Public Safety GrantFinder Subscription	USD 454.41	USD 454.41
1	Law Enforcement Accreditation Workbench Basic	USD 0.00	USD 0.00
	Subscription Line Items Total		USD 29,724.84
			USD 29,724.84
		TOTAL:	USD 29,724.84

<sup>\*</sup>The above subscription services, and when applicable, implementation services, shall be invoiced by Lexipol (or one of its subsidiaries, where applicable) upon the execution of this Agreement.

## Exhibit B Terms and Conditions of Service

- 1. <u>Definitions</u>. For purposes of Lexipol's Terms and Conditions of Service (the "Terms"), each of the following capitalized terms will have the meaning included in this Section. Other capitalized terms are defined within their respective sections below. Depending on the selected Service(s), Agency may receive support from, and be invoiced by, a Lexipol subsidiary, including The Praetorian Group and/or Cordico Inc.
- 1.1 "Agency" means the department, agency, office, company, or other entity purchasing and/or otherwise subscribing to Lexipol products or services.
- 1.2 "Agreement" means the combination of (a) the cover sheet to which these Terms are attached; (b) Lexipol's subscription and pricing information sheets, which are typically included as an Exhibit A ("Services Being Purchased and Related Fees") or as set forth in any similar pricing sheet (including by way of addendum); and (c) these Terms.
- 1.3 "Derivative Work(s)" means work(s) based on Lexipol's Subscription Materials, or any substantive portion thereof. Derivative Works include revision, modification, abridgement, condensation, expansion, or any other form in which the Subscription Materials or any portion thereof are recast, transformed, or adapted. For purposes of the Agreement, a Derivative Work also includes any compilation that incorporates any portion of the Subscription Materials. Further, "Derivative Work" includes any work considered a "derivative work" under United States copyright law.
- 1.4 "Effective Date" means the date specified on the cover sheet to which these Terms are attached, or as otherwise expressly set forth and agreed upon by Lexipol and Agency in a writing and defined as the "Effective Date."
- 1.5 "Initial Term" means the period commencing on the Effective Date and continuing for the length of time indicated on the cover sheet or subscription and pricing sheet provided by Lexipol. If the Initial Term is not so indicated, the default Initial Term is one (1) year from the Effective Date.
- 1.6 "Service(s)" means all Lexipol product(s) or service(s), including one-time and recurring (subscription) services, as may be offered by Lexipol and/or its subsidiaries and affiliates from time to time.
- 1.7 "Subscription Materials" means all policy manuals, supplemental publications, daily training bulletins, written content, images, videos, and all other data and multimedia provided by Lexipol and/or its licensors through the Services.
- 2. <u>Term.</u> The Agreement becomes enforceable upon signature by Agency's authorized representative. Following the Initial Term, the Agreement shall renew in successive one-year periods thereafter (each a "Renewal Term") unless one party provides written notice of non-renewal to the other party at least thirty (30) days prior to expiration of the then-current term. The Initial Term and all Renewal Terms collectively comprise the "Term" of the Agreement.

#### 3. <u>Termination</u>.

- **3.1** For Cause. The Agreement may be terminated by either party, effective immediately, (a) in the event that the other party fails to discharge any obligation or remedy any default under the Agreement for a period of more than thirty (30) calendar days after it has been given written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.
- **3.2** For Convenience. The Agreement may be terminated for convenience (including lack of appropriation of funds by Agency) upon sixty (60) days written notice. Note: fees already paid for Services are not eligible for refund, proration or offset in the event of Agency's termination for convenience.

- 4. <u>Effect of Expiration or Termination</u>. Upon the expiration or termination of the Agreement for any reason, Agency's access to Lexipol's Services shall cease. Termination or expiration of the Agreement shall not, however, relieve either party from any obligation or liability that has accrued under the Agreement prior to the date of such termination or expiration, including payment obligations. The right to terminate the Agreement shall be in addition to, and not in lieu of, any other remedy, legal or equitable, to which the parties are entitled at law or in equity. The provisions of Sections 1 (Definitions), 6 (Service-Specific Terms), 8 (Privacy Policy), 8 (Warranty Disclaimer), 9 (Confidentiality), 10 (Warranty Disclaimer), 11 (Limitation of Liability), 12 (General Terms), and this Section 4 shall survive the expiration or termination of the Agreement for any reason.
- 5. Fees and Invoicing. Unless otherwise agreed upon in writing, Lexipol (or, if applicable, The Praetorian Group or Cordico Inc.) will invoice Agency at the commencement of the Initial Term and thirty (30) days prior to each Renewal Term. Agency will pay to Lexipol the fee(s) specified on each invoice within thirty (30) days following receipt of the invoice. All invoices will be sent to Agency at the address specified on the cover sheet to which these Terms are attached or as otherwise designated by Agency in writing. All payments will be made by electronic transfer of immediately available funds or by mailing a check to Lexipol at 2611 Internet Blvd, Ste 100, Frisco, TX 75034 (Attn: Accounts Receivable). Lexipol reserves the right to increase fees for Renewal Terms. All amounts required to be paid under the Agreement are exclusive of taxes and similar fees now in force or enacted in the future. Unless otherwise exempt, Agency is responsible for and will pay in full all taxes properly imposed related to its receipt of Lexipol's Services, except for taxes based on Lexipol's net income. In the event any amount owed by Agency is not paid when due, and such failure is not cured within ten (10) days after written notice thereof, then in addition to any other amount due, Agency shall pay a late payment charge on the overdue amount at a rate equal to the lower of (a) one percent (1%) per month, or (b) the highest rate permitted by applicable law.
- 6. <u>Service-Specific Terms</u>. The following sections apply to specific Lexipol Services:
- Policy. Lexipol's policy Subscription Materials and Knowledge Management System ("KMS") are proprietary, protected under U.S. copyright, trademark, patent, and/or other applicable laws, and Lexipol reserves all rights not expressly granted in these Terms. Agency may prepare Derivative Works using Lexipol's Subscription Materials, but Lexipol shall remain the sole owner of all right, title and interest in and to them, including all copyrights, intellectual property rights, and other proprietary rights therein or pertaining thereto. Agency shall retain a perpetual, personal, non-sublicensable and non-assignable right to use the Subscription Materials for Agency's internal purposes but will not remove any copyright notice or other proprietary notice of Lexipol appearing thereon. Agency acknowledges and agrees that Lexipol shall have no responsibility to update such Subscription Materials beyond the Term of the Agreement and shall have no liability whatsoever for Agency's creation or use of Derivative Works. Lexipol's Subscription Materials are to be treated as Confidential Information (per Section 9 herein), but Agency may disclose Subscription Materials pursuant to a valid court order, lawful government agency request, Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request. Agency acknowledges and agrees that all policies and procedures it implements have been individually reviewed and adopted by Agency, that neither Lexipol nor any of its agents, employees, or representatives shall be considered "policy makers" in any legal or other sense, and that Agency's highest-ranking official shall, for all purposes, be considered the "policy maker" with regard to same. Lexipol's KMS Service is subject to the Service Level Agreement attached to these Terms.
- 6.2 <u>Learning</u>. Lexipol's Learning Management System ("LMS"), offered by Praetorian Digital, is a proprietary Service protected under U.S. copyright, trademark, patent, and other laws. Lexipol and its licensors retain all rights, title, and interest in and to the LMS (including, without limitation, all intellectual property rights), including all copies, modifications, extensions, and Derivative Works thereof. Agency's right to use the LMS is limited to the rights expressly granted in the Agreement. Agency Data, defined as data owned by Agency prior to the Effective Date or which Agency provides during the Term for purposes of identifying authorized users, confirming agency or department information, or other purposes that are ancillary to receipt of the Service, remains Agency's property. Lexipol retains no right or interest in Agency Data and shall return or destroy Agency Data following termination of the Agreement. Lexipol's LMS Service is subject to the Service Level Agreement attached to these Terms.

- **Wellness**. This Section applies when Agency subscribes to Lexipol's Wellness Application ("Wellness App") offered by Cordico®. All Subscription Materials delivered by the Wellness App, including but not limited to all object and source code, all information created, developed, or reduced to practice, and all written, image-based, or video-based content underlying the Wellness App that is not specifically provided by Agency is the proprietary intellectual property of Lexipol and/or its suppliers or licensors, protected to the maximum extent permitted by trademark, copyright, and patent laws. Agency is granted a nonexclusive limited right to access the Wellness App during the Term. If the Agreement is terminated or expires for any reason, Agency shall lose access to the Wellness App and to all associated Subscription Materials and shall discontinue all use of the same for any purpose. Nothing in this section or these Terms shall be construed as conferring any right of ownership or use to the Wellness App, whether by estoppel, implication or otherwise.
- Grants. This Section applies when Agency selects Lexipol's Grant Writing, Consulting, and/or GrantFinder services. For Grant Writing services, Agency takes full responsibility for submitting information reasonably required by Lexipol's grant writing team in a timely manner (at least five (5) days prior to the applicable grant application close date). Agency is responsible for all submissions of final grant applications by grant deadlines, but Lexipol shall be considered Agency's duly authorized representative for submissions where applicable. Failure to submit requested materials to write grant applications on time will result in rollover of project services and fees to next grant application cycle; not a refund of the fees. Requests for cancellation of Grant Writing services will result in a 50% fee of the total value of the service. Invoices for Grant Writing services will be sent as soon as work begins for the applicable target grant. Complete payment must be received no later than thirty (30) days after receipt of invoice. In the event Agency has not made timely payment on an invoice, Lexipol reserves the right to suspend all grant Services to Agency until past-due payments are received in full, and may terminate Agency's access to GrantFinder, if applicable. Invoices over thirty (30) days past due may be charged a twenty-five dollar (\$25) late fee.
- any rights or license to Lexipol's trade secrets, intellectual property, Confidential Information, Subscription Materials, KMS, LMS, Wellness App, or the software underlying such products and services, whether by estoppel, implication or otherwise. Agency may not, and may not assist others to, decompile, disassemble, reverse engineer, or otherwise attempt to discover any object code, source code, or proprietary data underlying the Services. Agency grants all rights and permissions in or relating to Agency Data as are necessary to Lexipol to enforce the Agreement, exercise Lexipol's rights, and perform Lexipol's obligations hereunder. Agency acknowledges that a breach or threatened breach of any portion of this Section may cause irreparable harm and shall entitle Lexipol to injunctive relief in addition to any other available remedy.
- Account Security. The rights to access and use the Services under the Agreement are personal and unique to Agency and Agency shall not assign or otherwise transfer any such rights to any other person or entity. Except as set forth herein, Agency remains solely responsible for maintaining the confidentiality of Agency's username(s) and password(s) and the security of Agency's account(s), meaning the account by which Agency accesses the Services. Agency will not permit access to Agency's account(s) or use of Agency's username(s) and/or password(s) by any person or entity other than authorized Agency personnel has used Agency's Account or Agency's username(s) and/or password(s).
- 8. Privacy Policy. Lexipol will hold Agency Data in confidence unless required to provide access in accordance with a court order, government agency request, or other legal process such as a Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request. Lexipol will use commercially reasonable efforts to ensure the security of all Agency Data. Lexipol's systems use the Secure Socket Layer (SSL) Protocol for Lexipol Services, which encrypts information as it travels between Lexipol and each Agency. However, Agency acknowledges and agrees that data transmission on the internet is not always 100% secure and Lexipol cannot and does not warrant that information Agency transmits to or through the Services is 100% secure. Agency acknowledges that Lexipol may provide view-only access and summary information (which may include number of policies developed or in development, percentage of staff reviews of developed policies and DTBs) to Agency's affiliated Risk Management Authority, Insurance Pool or Group, or Sponsoring Association if they are actively funding member Agency Subscription Fees.

- 9. Confidentiality. During the term of the Agreement, either party may be required to disclose information to the other party that is marked "confidential" or is of such a type that the confidentiality thereof is reasonably apparent (collectively, "Confidential Information"). The receiving party will: (a) limit disclosure of any Confidential Information of the other party to the receiving party's directors, officers, employees, agents and other representatives (collectively "Representatives") who have a need to know such Confidential Information in connection with the Services; (b) advise its personnel and agents of the confidential nature of the Confidential Information and of the obligations set forth in the Agreement; (c) keep all Confidential Information confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information to any third party unless expressly authorized by the disclosing party. Notwithstanding the foregoing, a party may disclose Confidential Information pursuant to a valid governmental, judicial, or administrative order, subpoena, discovery request, regulatory request, Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, or similar method, provided that the party proposing to make any such disclosure will promptly notify, to the extent practicable, the other party in writing of such demand for disclosure so that the other party may, at its sole expense, seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. Each party shall be responsible for any breach of this section by any of such party's personnel or agents.
- 10. <u>Warranty Disclaimer</u>. ALL SERVICES AND SUBSCRIPTION MATERIALS ARE PROVIDED "ASIS" AND LEXIPOL DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AS WELL AS ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.
- 11. <u>Limitation of Liability</u>. Lexipol's cumulative liability resulting from any claims, demands, or actions arising out of or relating to the Agreement, the Services, or the use of any Subscription Materials shall not exceed the aggregate amount of subscription fees actually paid to Lexipol by Agency for the associated Services during the twelve-month period immediately prior to the assertion of such claim, demand, or action. In no event shall Lexipol be liable for any indirect, incidental, consequential, special, exemplary damages, or lost profits, even if Lexipol has been advised of the possibility of such damages. The limitations set forth in this Section shall apply whether the subject claim is based on breach of contract, tort, strict liability, product liability or any other theory or cause of action.

#### 12. General Terms.

- 12.1 <u>General Interpretation</u>. The language used in the Agreement and these Terms shall be deemed to express the mutual intent of Lexipol and Agency. The Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the Agreement.
- 12.2 <u>Invalidity of Provisions</u>. Each of the provisions contained in the Agreement and these Terms is distinct and severable. A declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof. Further, if a court of competent jurisdiction finds any provision of the Agreement to be invalid or unenforceable, the parties agree that the court should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.
- **12.3** <u>Waiver</u>. Lexipol's failure to exercise, or delay in exercising, any right or remedy under any provision of the Agreement shall not constitute a waiver of such right or remedy.
- 12.4 Governing Law. The Agreement shall be construed in accordance with, and governed by, the laws of the State in which Agency is located, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

- 12.5 <u>Compliance with Laws</u>. Each party shall maintain compliance with all applicable laws, rules, regulations, and orders promulgated by any federal, state, or local government body or agency relating to its obligations pursuant to the Agreement and these Terms.
- **12.6** Attorney's Fees. If any action is brought by either party to the Agreement against the other party regarding the subject matter hereof, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorneys' fees and expenses of litigation.
- 12.7 <u>Notices</u>. Any notice required by the Agreement or given in connection with it shall be in writing and shall be made by certified mail (postage prepaid), recognized overnight delivery service, or (if mutually agreed upon) by email to authorized recipients at such address as each party may indicate from time to time. Alternatively, electronic mail or facsimile notice to established and authorized recipients is acceptable when acknowledged by the receiving party.
- 12.8 Entire Agreement. The Agreement, including these Terms, embodies the entire agreement and understanding of the parties hereto and expressly supersedes all prior written and oral agreements and understandings with respect to the subject matter hereof. No representation, promise, or statement of intention has been made by any party hereto that is not embodied in the Agreement. Terms and conditions set forth in any purchase order or any other form or document that are inconsistent with or in addition to the terms and conditions set forth in the Agreement are hereby objected to and rejected in their entirety, regardless of when received, without further action or notification, and shall not be considered binding unless specifically agreed to in writing by both parties. No amendment, modification, or supplement to the Agreement shall be binding unless it is in writing and signed by the party sought to be bound thereby.
- 12.9 <u>Counterparts</u>. The Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document for purposes of the Agreement.

#### **Lexipol Service Level Agreement for Cloud-Based Services**

- Response Times. For issues relating to Lexipol's online, cloud-based Services (e.g. KMS, LMS, Wellness), Lexipol will make an industry standard and commercially reasonable effort to respond promptly (via Lexipol's Normal Support Channels) within two (2) Business Days after receipt.
- 2. <u>Uptime Commitment</u>. The Uptime Percentage for the Service will be ninety-nine and five-tenths percent (99.5%) (the "Uptime Commitment"). Subject to the exclusions described in below, "Uptime Percentage" is calculated by subtracting from 100% the percentage of 1-minute periods during any annual billing cycle in which Agency's selected Service(s) are unavailable out of the total number of minutes in that billing cycle. "Unavailable" and "Unavailability" mean that, in any 1-minute period, <u>all</u> connection requests received by Agency failed to process (each a "Failed Connection"); provided, however, that no Failed Connection will be counted as a part of more than one such 1-minute period (i.e. a Failed Connection will not be counted for the period 12:00:00-12:00:59 <u>and</u> the period 12:00:30-12:01:29). The Yearly Uptime Percentage will be measured based on the industry standard monitoring tools.
- 3. Exclusions from Uptime Percentage. All Service Unavailability resulting from the following will be excluded from calculation of Uptime Percentage: (a) Regularly-scheduled maintenance of the Service that does not exceed six (6) hours per 3-month period and is communicated by Lexipol at least twenty-four (24) hours in advance via Lexipol's support channels (Lexipol typically schedules such regularly scheduled maintenance once per month); (b) Any failures of the Lexipol Standard and Custom Reporting Services that does not exceed six (6) hours per 3-month period and is communicated by Lexipol at least twenty-four (24) hours in advance via Lexipol's Normal Support Channels; (c) Any issues with a third-party service to which Agency subscribes but does not control; (d) Any problems not caused by Lexipol that result from, computing or networking hardware, other equipment or software under Agency's control, the Internet, or other issues with electronic communications; (e) Lexipol's suspension or termination of the Service in accordance with the Terms; (f) Exceeding Lexipol's published Concurrent Request Limits; (g) Software that has been subject to unauthorized modification by Agency; (h) Negligent or intentional misuse of the Service by Agency.



POLICE 1 CORRECTIONS 1)

FIRERESCUE1) EMS1) GOV1)

Invoice

**Date** 

Invoice #

12/17/2022 **INVLEX14332** 

**Terms** 

Net 30

**Due Date** 

1/16/2023

PO#

**Bill To** 

Baldwin County Sheriff's Office (AL) 310 Hand Ave Bay Minette AL 36507 **United States** 

**End User** 

**Contract Term** 

Baldwin County Sheriff's Office (AL)

1/1/2023 to 12/31/2023

Annual Law Enforcement Policy Manual & Daily Training Bulletins

Annual Law Enforcement Supplemental Manual(s)
Annual Law Enforcement Procedures

LE/C Public Safety GrantFinder Subscription

Law Enforcement Accreditation Workbench Basic

Your invoice includes a 15 % discount.

Contact Information: Phone: 844-312-9500

Email: receivables@lexipol.com

ACH Payments to: Lexipol LLC

Payment Notice to receivables@lexipol.com

**Invoice Total** 29,724.84 **Amount Due** \$29,724.84

Please Make Checks Payable to: Lexipol LLC 2611 Internet Blvd, Suite 100 Frisco, Tx 75034-9085



## **Baldwin County Commission**

## **Agenda Action Form**

**Meeting Type:** BCC Regular Meeting.

**Meeting Date:** 1/03/2023

Item Status: New

From: Huey Hoss Mack, Sheriff of Baldwin County

Submitted by: Kim Kelly, Budget/Finance Director, BCSO

#### **ITEM TITLE**

Sheriff's Office - Fiscal Year 2022-2023 Agreement for Community Traffic Safety Program Grant Participation

#### STAFF RECOMMENDATION

Approve the Fiscal Year 2022-2023 Agreement for Community Traffic Safety Program (CTSP) Grant Participation for the Baldwin County Sheriff's Office to participate in the Southwest Region's Community Traffic Safety Program for reimbursement of overtime traffic safety enforcement (and other time as approved by Alabama Department of Economic and Community Affairs (ADECA) and/or Southwest Alabama Regional Highway Safety Office (SWARHSO). The term of this contract will be October 1, 2022 through September 15, 2023.

Upon approval of grant(s), funding will be made available to the Baldwin County Sheriff's Office through CORE reporting system by SWARHSO as authorized by ADECA. This Agreement for CTSP Grant Participation is not a notice of grant approval but is required by the Baldwin County Sheriff's Office prior to receipt of CTSP grant funds if such become available.

#### **BACKGROUND INFORMATION**

**Background:** September 1, 2021 - Approved the Fiscal Year 2021-2022 Agreement for Community Traffic Safety Program (CTSP) Grant Participation for the Baldwin County Sheriff's Office to participate in the Southwest Region's Community Traffic Safety Program for reimbursement of overtime traffic safety enforcement and other time as approved by Alabama Department of Economic and Community Affairs (ADECA) and/or Southwest Alabama Regional Highway Safety Office (SWARHSO). The term of this contract was October 1, 2021 through September 15, 2022.

Previous Commission action/date: September 1, 2021

#### FINANCIAL IMPACT

Total cost of recommendation: N/A

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

Item #: CJ3 File #: 23-0468, Version: 1

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

#### LEGAL IMPACT

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

Reviewed/approved by: Standard Agreement previously reviewed by Laura Coker, September 30,

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 Jessica Parker, Budget Specialist **BCSO** 

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

Mrs. Dawn Wilhelm, Director Mobile County Commission South Regional Highway Safety Office Post Office Box 1443 Mobile, Alabama 36633 Dawnwilhelm@bellsouth.net

Additional instructions/notes: Administration - place in tickler

#### MOBILE COUNTY COMMISSION SOUTHWEST ALABAMA REGIONAL HIGHWAY SAFETY OFFICE

P.O. BOX 1443 • MOBILE, AL 36633 • PHONE # 251-574-8659

Community Traffic Safety Program (CTSP)
Agreement for CTSP Grant Participation
Fiscal Period: October 01, 2022 – September 15, 2023

(NOT the same as a grant's authorized spending period during this Contract Period)

THIS AGREEMENT ("Agreement" and/or "Contract") is entered into between the SOUTHWEST ALABAMA REGIONAL HIGHWAY SAFETY OFFICE, by and through the MOBILE COUNTY COMMISSION (together, "SWARHSO"), and the governing entity of the BALDWIN COUNTY SHERIFF'S OFFICE (hereinafter referred to as "AGENCY"), for official participation in SWARHSO's Community Traffic Safety Program (CTSP) grant(s), and for 100% funded salary, plus allowable FICA fringe, for overtime traffic safety enforcement (and other time as approved by the Alabama Department of Economic Community Affairs ("ADECA" and/or SWARHSO), and for traffic enforcement/traffic safety equipment, dependent upon approval of applicable grant(s).

- 1. The term of this Agreement will be from October 01, 2022 through September 15, 2023; however, this contract period will <u>not</u> be the same as any grant's authorized spending period during the fiscal year. Expenditure of CTSP grant funds will only be allowable under this agreement for the AGENCY's grant activity performed within the state-designated Southwest Region's Counties of: Baldwin, Choctaw, Conecuh, Clark, Dallas, Escambia, Greene, Hale, Marengo, Mobile, Monroe, Perry, Sumter, Washington and Wilcox.
- 2. Grants covered under the Community Traffic Safety Program (CTSP) are as follows:
  - Selective Traffic Enforcement Program
  - Hot Spot Impaired Driving Enforcement Program & (Drug Recognition Enforcement/DRE Officer)
  - Click It or Ticket Memorial Day Enforcement Program, May 22, 2023 June 4, 2023
  - Drive Sober or Get Pulled Over Labor Day Enforcement Program, August 18, 2023 September 4, 2023
- 3. The funds for this agreement were awarded by the National Highway Traffic Safety Administration (NHTSA) and are passed through ADECA and SWARHSO. Therefore, all expenditures are subject to all federal and state laws, rules and regulations, including LETS policy letters.
- 4. The United States Federal Government has set forth that NO entity may supplant funds or use Federal grant funds for budget relief of state, regional, county, city, local, or any other non-federal funds. Federal grant funds are intended for the purpose of providing monies for overtime traffic enforcement/traffic safety activities conducted outside of the AGENCY's budgeted initiatives. According to the State of Alabama ADECA/LETS Policy Letters, "Supplanting" is defined as, "to deliberately reduce State or local funds because of the existence of Federal funds." GRANT FUNDS ARE TO BE SPECIFICALLY UTILIZED FOR WORKING TRAFFIC GRANT DETAILS ONLY. THEY ARE NOT TO BE USED FOR SERVING WARRANTS, CHECKING BUILDINGS, BACKING UP REGULAR DUTY OFFICERS, ETC. FUNDS ARE FOR TRAFFIC ENFORCEMENT ONLY PUSUANT TO THE GRANT OBJECTIVE AS OUTLINED BY THE SWARHSO.
- 5. Upon approval of grant(s), funding will be made available to the AGENCY through the CORE reporting system by SWARHSO as authorized by the Alabama Department of Economic and Community Affairs (ADECA). This Agreement for CTSP Grant Participation is <u>not</u> a notice of grant approval, but is required for the AGENCY's receipt of CTSP grant funds and equipment once or if such become available.
- 6. NO AGENCY will be approved to receive overtime enforcement funding without having entered into this Agreement with the SWARHSO and being registered with the CORE system. NO AGENCY will be approved to receive overtime enforcement funding without having an approved overtime policy adopted by or on behalf of the AGENCY. If an agency does not have an approved overtime policy, its GOVERNING ENTITY may agree to adopt the one attached to this Agreement, which meets the minimum requirements set forth to participate in this

program. Once a grant is approved by ADECA, applicable funding allocations under such grant will then be awarded by SWARHSO, to AGENCY's that meet all funding requirements, and have submitted all required documentation. If an AGENCY is awarded traffic overtime funds, the fund dates and amount will be recorded on the CORE reporting system. The AGENCY will be notified of the grant award by SWARHSO. Such notification will include information such as the grant's name and number, amount of funding allocated, the spending period during which the grant funds must be spent, the final deadline required for submitting the reimbursement claim, and other guidelines and/or requirements such as hotpot locations, as applicable.

- 7. During the applicable grant period(s), AGENCY grant expenditures will be evaluated by SWARHSO to determine if the AGENCY would likely utilize allocated funds before the end of a grant's authorized work period. Any funds determined to be surplus may be transferred to other agencies that can utilize the funds by SWARHSO through the CORE reporting system website. The AGENCY should inform SWARHSO as soon as possible, if any grant funds will likely not be expended, for voluntary release of such funds. The sooner the notification, the sooner SWARHSO may transfer such funds elsewhere to be spent. SWARHSO and/or ADECA have the authority to rescind the AGENCY's grant funding at any time, even without voluntary release of such funds by the AGENCY, due to non-compliance, non-expenditure, lack of submitted reimbursement claims, or for any other reason deemed necessary by SWARHSO and/or ADECA.
- 8. Each agency will be responsible for keeping on file ALL paperwork pertaining to each grant that a reimbursement claim is filed. ADECA reserves the right to audit any agency at any time to assure that all documents that have been submitted are correct. Documents that should be kept on file by the agency are as follows: (1.) contract with SWARHSO, (2.) CORE Project Reimbursement Form, (3.) CORE Roll-Up form, (4.) CORE contact report(s) for each person claiming reimbursement hours on the grant, (5.) copy of every citation and warning citation claimed on the grant, (6.) time sheets or time cards identifying regular hours worked and overtime hours worked on traffic grant, (7.) City or County overtime policy. Basically, any agency claiming reimbursement for overtime hours worked, should have documentation on file to account for hours worked and traffic statistics claimed. The above mentioned paperwork should be kept on file by each agency for no less than 3 years from the date of the claim. Each agency will be notified if a file audit/review is requested. Any agency that is unable to produce ALL forms required to verify the claims that have been submitted to the SWARHSO, may be required to refund ALL funds that were reimbursed on the grant in question.
- 9. The AGENCY agrees to utilize the CORE reporting system for ALL funding awards made by SWARHSO. Submission of reimbursement forms, other than those forms required by SWARHSO for the contract period, will result in return of an AGENCY's reimbursement claim for completion on the proper forms; and therefore, delay reimbursement to the AGENCY. Each different grant requires <u>separate</u> reimbursement forms and reports to be submitted to SWARHSO. Combining information from different grants into a claim will result in return of an AGENCY's reimbursement claim for correction; and therefore, delay reimbursement to the AGENCY.
- 10. At a minimum, reimbursement claims (CORE forms or an email if no activity) are required to be submitted to SWARHSO by the 7<sup>th</sup> of the month following the enforcement period, whether grant activity occurred during the previous month or not, to allow SEARHSO to have an accurate account of activity in the region.
- 11. Suspension of funds, until all documentation is properly completed by the AGENCY and received by SWARHSO, may occur for those departments not in compliance with program requirements.
- 12. The FINAL deadline for receipt of FINAL reimbursement claims/requests from the AGENCY will be seven (7) business days from the closing date of September 15, 2023 (received by SWARHSO in the CTSP office). Any claims received by SWARHSO after this date will NOT be reimbursed. It is the AGENCY's responsibility to ensure that all of their reimbursement claims are submitted to SWARHSO in a timely manner, so

#### Mobile County Commission Southwest Alabama Regional Highway Safety Office, Community Traffic Safety Program Agreement for CTSP Grant Participation, Fiscal Period: October 01, 2022 – September 15, 2023

as to meet these monthly timelines and final deadline. Though the contract period of this agreement extends to September 15<sup>th</sup> (for CTSP participation purposes), the AGENCY must comply with each grant's designated work period and final reimbursement claims deadline, i.e., Click It or Ticket Program. **No reimbursement will be made for work performed outside of each grant's regionally authorized work period.** 

- 13. The AGENCY is solely and exclusively responsible for all expenditure documentation submitted to SWARHSO and shall ensure the accuracy of all such documentation and reports submitted, including but not limited to, hours reported, computation of salary/fringe benefits and reimbursement, and pay rates. The AGENCY shall hold harmless and indemnify SWARHSO from and against any loss, claim for reimbursement, or any claim whatsoever in any way, relating to any error or omission in the reimbursements claimed, documentation and reports submitted, and/or grant funds distributed in reliance thereon.
- 14. The AGENCY, in performance of its operations and obligations, shall not be deemed to be an agent of SWARHSO, but shall be an independent contractor in every respect. The AGENCY is solely responsible for the acts and omissions of its employees and agents. SWARHSO assumes no responsibility for the manner in which or means by which the AGENCY performs its activities pursuant to this agreement. SWARHSO enters into this agreement for the sole purpose of distributing grant funds and/or equipment made available by ADECA. The AGENCY agrees to hold SWARHSO harmless from any liability for any damages arising from any acts or omissions occurring in connection with the AGENCY's performance under this Agreement.
- 15. The AGENCY agrees to comply with all other requirements as set forth by ADECA and/or SWARHSO, which are needed to carry out the scope and intent of this project, in accordance with applicable agreement(s) into which are entered between SWARHSO and ADECA. Reimbursement of funds may be suspended until all applicable CTSP grant and agreement requirements are met.
- 16. Subject to the terms of the grant, SWARHSO agrees to reimburse the AGENCY, subject to availability of grant funds, for actual overtime traffic enforcement worked under a CTSP grant project, provided the activity is documented in accordance program requirements, as set forth by SWARHSO, with final approval by ADECA, and in accordance with funding guidelines. All commitments for reimbursement shall be limited to the availability of grant funds.
- 17. **Termination for Cause**. If, through any cause, the Agency shall fail to fulfill in a timely manner its obligations under this Agreement, or if the Agency shall violate any of the covenants, agreements or stipulations of this Agreement, and such failure or violation is not corrected immediately, SWARHSO will immediately terminate this Agreement by giving verbal and written notice to the Agency of such termination.
- 18. This Agreement shall be deemed to have been executed in Alabama and all questions of interpretation shall be governed by the laws of the State of Alabama with proper venue for any claim arising hereunder lying in Baldwin County.
- 19. If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

#### Mobile County Commission Southwest Alabama Regional Highway Safety Office, Community Traffic Safety Program Agreement for CTSP Grant Participation, Fiscal Period: October 01, 2022 – September 15, 2023

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have caused this Agreement to be signed, sealed and delivered.

	Baldwin County Commission:
	By: Charles F. Gruber Its: Chairman Date:
TTEST:	
y: Ronald Cink s: County Administrator ate:	
	AGENCY:
	Baldwin County Sheriff's Office
	By: Huey H. Mack Its: Sheriff Date:
o what Address should reimbursement check	
Iny changes to such address must be submitted	

Mobile County Commission Southwest Alabama Regional Highway Safety Office, Community Traffic Safety Program Agreement for CTSP Grant Participation, Fiscal Period: October 01, 2022 – September 15, 2023				
Signature of Authorized Official Mobile County Commission	Date			



## **Baldwin County Commission**

#### Agenda Action Form

File #: 23-0439, Version: 1 Item #: CL1

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 1/3/2023 Item Status: New

From: Terri Graham, Development and Environmental Director

Submitted by: Suzanne Doughty, Accounting Manager

#### ITEM TITLE

Mandatory Garbage Fees - Low Income Exemption Applications - 2022

#### STAFF RECOMMENDATION

Take the following actions related to persons that have applied to be exempt from the Baldwin County mandatory garbage fees by the Baldwin County Low Income Exemption program:

#### 2<sup>nd</sup> Quarter Ending June 30, 2022:

Approve 30 and Deny 12 Low Income Applicants

#### 3<sup>rd</sup> Quarter Ending September 30, 2022:

Approve 28 and Deny 11 Low Income Applicants

#### **BACKGROUND INFORMATION**

Previous Commission action/date: 04/19/2022

Background: The Commissioners are provided with a confidential list of applicants that have applied to be exempt from the mandatory garbage fees by the Baldwin County Low Income Exemption program. Applicants have signed an application and provided documentation to establish that their gross income is less than or equal to 75% of the Federal Poverty Level (FPL). Applications are renewed every six (6) months. The dollar amount of \$5,568.00 is pursuant to the authorization contained in Code of Alabama 2009, Section 45-2-172, whereby the Baldwin County Commission is authorized by this section to grant an exemption from the county mandatory solid waste collection program fee for any household whose total income does not exceed 75% of the federal poverty level. (Act 2000-336, p. 5343, §1.)

#### 1st Quarter Ending March 31, 2022:

Approved 27 and Denied 10 Low Income Applicants

File #: 23-0439, Version: 1 Item #: CL1

#### FINANCIAL IMPACT

Total cost of recommendation: \$5,568.00

Budget line item(s) to be used: 511.45411

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

N/A

#### **LEGAL IMPACT**

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

Reviewed/approved by: N/A

Additional comments: N/A

#### ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

#### FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Terri Graham, Development and Environmental Director; Suzanne Doughty, Accounting Manager

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

Additional instructions/notes: N/A



## **Baldwin County Commission**

## Agenda Action Form

File #: 23-0438, Version: 1 Item #: CL2

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 1/3/2023 Item Status: New

From: Terri Graham, Development and Environmental Director

Submitted by: Suzanne Doughty, Accounting Manager

#### ITEM TITLE

Mandatory Garbage Fees - Social Security Exemption Applications - 2022

#### STAFF RECOMMENDATION

Take the following actions related to persons that have applied to be exempt from the Baldwin County mandatory garbage fees by the State granted exemption:

#### 2<sup>nd</sup> Quarter Ending June 30, 2022:

Approve 1 and Deny 0 Social Security Exemption Applications

#### 3<sup>rd</sup> Quarter Ending September 30, 2022:

Approve 2 and Deny 3 Social Security Exemption Applications

#### BACKGROUND INFORMATION

Previous Commission action/date: 04/19/2022

**Background:** The Commissioners are provided with a confidential list of applicants that have applied to be exempt from the mandatory garbage fees by the State granted exemption. Applicants have signed a notarized application and provided documentation to establish that Social Security is the sole source of income for the State exemption. Applications are renewed annually. The dollar amount forgiven of \$336.00 is pursuant to the State granted exemption under the terms of Code of Alabama 1975, 22-27-3 (a) (2) and (3).

#### 1st Quarter Ending March 31, 2022:

Approved 314 and Denied 43 Social Security Exemption Applications

#### FINANCIAL IMPACT

File #: 23-0438, Version: 1 Item #: CL2

Total cost of recommendation: \$336.00

Budget line item(s) to be used: 511.45411

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

N/A

#### **LEGAL IMPACT**

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

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: Terri Graham, Development and Environmental Director; Suzanne Doughty, Accounting Manager

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

Additional instructions/notes: N/A



## **Baldwin County Commission**

#### Agenda Action Form

File #: 23-0447, Version: 1 Item #: CN1

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 1/3/2023

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. HW22014 - Fox Lane (Tract 1)

#### STAFF RECOMMENDATION

Take the following actions:

- 1) Accept 0.283 acres on Fox Lane (Tract 1) as a right-of-way donated to Baldwin County by Thomas Arthur Bailey on October 19, 2022 (Instrument No. 2030931 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 October 19, 2022, the Baldwin County Highway Department accepted a right-ofway donation on Fox Lane from Thomas Arthur Bailey.

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.

Item #: CN1 File #: 23-0447, Version: 1

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 Thomas Arthur Bailey and send copy to Tate Chalfant.

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

Contact:

Mr. Thomas Arthur Bailey 10401 Fox Lane Lillian, Alabama 36549

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

Thomas Arthur Bailey

Department of the Treasury

Internal Revenue Service

Identifying number

Sect	(or a gr	oup of similar	items) for	whi	ich	you	cla	aime	ed a	a de	educ	tio	n of	\$5,	000 c	r le	in this section ess. Also list pu 0. See instruct	blicly traded
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D						П	Τ	П	I	] []	T	Γ		П				
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Note:	If the amount ye	ou claimed as a	deduction	for	an i	tem	is \$	3500	or	less	, you	ı d	lo no	t ha	ve to c	com	plete columns (e	e), (f), and (g).
	ote: If the amount you claimed as a deduction for an item is \$500 or less, you do not have to complete columns (e), (f), and (g).  (d) Date of the contribution  (e) Date acquired by donor (mo., yr.)  (f) How acquired by donor  (g) Donor's cost or adjusted basis  (h) Fair market value (see instructions)  (i) Method used to determine the fair market value																	
Α																		
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Note:	In certain cases		, ,			,	•				,		-	,		arı a	is defined above.	
3		on of donated prope ce, attach a separat		d													s donated, give a brief at the time of the gift	
Α	0.283 Acres for C	ounty Road ROV	V			Ver	y Go	ood										
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С																		
	(d) Date acquired by donor (po., yr.)  (e) How acquired by donor (mo., yr.)  (f) Donor's cost or adjusted basis  (g) For bargain sales, enter amount received  (h) Amount claimed as a deduction (see instructions)  (i) Date of contribution (see instructions)																	
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Form 8283 (Rev. 11-2022) Page 2 Name(s) shown on your income tax return Identifying number Thomas Arthur Bailey 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 October 19, 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

Bay Minette, Alabama 36507

Title Chairman

312 Courthouse Square, Suite 11

Authorized signature

Date

THIS INSTRUMENT PREPARED BY THE BALDWIN COUNTY HIGHWAY DEPARTMENT ROBERTSDALE, ALABAMA 36567

STATE OF ALABAMA

**COUNTY OF BALDWIN** 

Project No. HW22014 Fox Ln AFM from Carrier Dr S and East 2240' 05-63-02-04-0-000-014.001 Tract No. 1

### FEE SIMPLE WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten dollars (\$10.00), cash in hand paid to the undersigned by Baldwin County, Alabama, the receipt of which is hereby acknowledged, I (we), the undersigned Grantor(s), Thomas Arthur Bailey, a Single. man, have this day bargained and sold, and by these presents do hereby GRANT, BARGAIN, SELL and CONVEY unto Baldwin County, **Alabama**, the following described property:

#### Parcel 1 of 1:

A part of the Northwest Quarter the Southwest Quarter of Section 4, Township 8 South, Range 6 East, identified as Tract Number 1 on the Fox Ln, Project No. HW22014 in Baldwin County, Alabama and being more fully described as follows:

Commencing at a crimp top iron pipe found at the northeast corner of Lot 2, Hadley Oaks Subdivision as recorded on Slide 2653-B in the Office of the Baldwin County Judge of Probate, being in the Northwest Quarter of the Southwest Quarter of Regular Section 4, Township 8 South, Range 6 East, in Baldwin County, Alabama;

Thence N00°03'09"W a distance of 330.04 feet to a point on the grantor's south property line and being the Point of Beginning of the property herein to be conveyed;

Thence N00°03'14"W along the acquired right-of-way line a distance of 308.27 feet to a point on the grantor's north property line (said point is offset 19.98 feet right of and perpendicular to project centerline at Station 10+30.08);

Thence N89°45'13"E along the grantor's north property line a distance of 40.00 feet to the grantor's northeast property corner;

Thence S00°03'14"E along the grantor's east property line a distance of 308.28 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/cert. 10/27/2022 8:48 AM 0.00 4 Pages



Thence S89°46'05"W along the grantor's south property line a distance of 40.00 feet to the Point of Beginning of the property herein conveyed and containing 0.283 acres, more or less.

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.

#### **ACKNOWLEDGMENT**

STATE OF ALABAMA )

COUNTY OF BALDWIN )

I, Laurente Monte Sund , a Notary Public, in and for said County in said State, hereby certify that Thomas Arthur Bailey, 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.

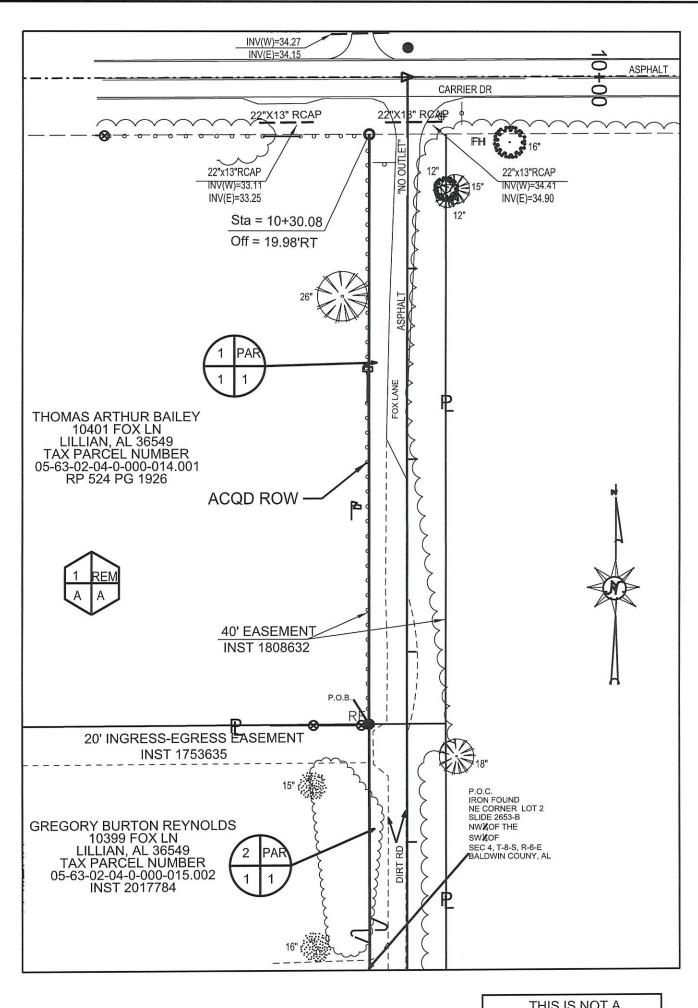
Given under my hand and official seal this 19 day of October , 2022

NOTARY PUBLIC

Commission Expires:

NOTARY PUBLIC

LAUREN THOMPSON My Commission Expires January 3, 2024



THIS IS NOT A BOUNDARY SURVEY

### **COUNTY OF BALDWIN**

TRACT NO.	1	PROJECT NO.	HW22014	
OWNER THOMAS ARTHUR	BAILEY	COUNTY	BALDWIN	
TOTAL ACREAGE	2.369	SCALE:	1"=50'	
R.O.W. REQUIRED	0.283	DATE;	08-19-2022	
PRESCRIPTIVE R.O.W.	N/A	REVISED:	N/A	
T.C.E. REQUIRED	N/A	SHEET:	1 OF 1	
REMAINDER —	2.086			

# ACKNOWLEDGEMENT OF FUNDING, WAIVER OF RIGHTS TO APPRAISAL AND JUST COMPENSATION AND RIGHT-OF-ENTRY

# Fox Ln AFM from Carrier Dr S and East 2240' Project No. HW22014 Tract No. 1

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.

1-	IN WITN	ESS WHEREC	F, we have hereu	nto set our hands and seals on this the
<u> </u>	_ day of _	oct	, 2022.	
				Thomas Arthur Bailey

#### **ACKNOWLEDGMENT**

STATE OF ALABAMA	)			
COUNTY OF BALDWIN	)			
known to me, acknowledge executed the same voluntari	s Arthur Bailey, whose named before me on this day that ily on the day the same bears and and official seal this	ne is, signed to the t, being informed of date.	f the contents of this co	e, and who is
		Aguren	Montary Publ	LIC
			******	

My Commission Ex





## **Baldwin County Commission**

### Agenda Action Form

File #: 23-0448, Version: 1 Item #: CN2

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 1/3/2023

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. HW22014 - Fox Lane (Tract 3)

#### STAFF RECOMMENDATION

Take the following actions:

- 1) Accept 0.151 acres on Fox Lane (Tract 3) as a right-of-way donated to Baldwin County by Thomas Michael Rybarski and Ana T. Rybarski on September 23, 2022 (Instrument No. 2025522 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 September 23, 2022, the Baldwin County Highway Department accepted a right-of -way donation on Fox Lane from Thomas Michael Rybarski and Ana T. Rybarski.

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.

Item #: CN2 File #: 23-0448, Version: 1

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 Thomas M. and Ana T. Rybarski and send copy to Tate Chalfant.

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

Contact:

Thomas M. and Ana T. Rybarski 10427 Fox Lane Lillian, Alabama 36549

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

Thomas Michael Rybarski & Ana T. Rybarski

Identifying number

Sect		d Property of oup of similar es and certain	items) for	which	h you	cla	aime	d a	de	duc	tior	n of	\$5,	000 or	less.	Also list	pub	licly traded
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Note	: In certain cases	, you must atta	ch a qualifie	ed app	praisa	l of	the p	prop	pert	y. S	ee ii	nstr	uctio	ns.				
3		on of donated prope ce, attach a separat		d												ated, give a l		(c) Appraised fair market value
Α	0.151 Acres for C	ounty Road ROV	V		Ver	v Go	nod											
В																		
С																		
	(d) Date acquired by donor (mo., yr.)	(e) Ho	w acquired by	donor				Donoi djuste			. (			gain sales nount ved	a `a	Amount clair as a deductio ee instruction	on	(i) Date of contribution (see instructions)
_A											_							
В																		

Form 8283 (Rev. 11-2022) Page 2 Name(s) shown on your income tax return Identifying number Thomas Michael Rybarski & Ana T. Rybarski 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 September 23, 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

Bay Minette, Alabama 36507

Title Chairman

312 Courthouse Square, Suite 11

Authorized signature

Date

THIS INSTRUMENT PREPARED BY THE BALDWIN COUNTY HIGHWAY DEPARTMENT ROBERTSDALE, ALABAMA 36567

STATE OF ALABAMA )

**COUNTY OF BALDWIN** )

Project No. HW22014

Fox Ln

AFM from Carrier Dr S and East 2240'

05-63-02-04-0-000-015.000

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), Thomas Michael Rybarski & Ana T. Rybarski, 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:

#### Parcel 1 of 1:

A part of the Northwest Quarter the Southwest Quarter of Section 4, Township 8 South, Range 6 East, identified as Tract Number 3 on the Fox Ln, Project No. HW22014 in Baldwin County, Alabama and being more fully described as follows:

Commencing at a crimp top iron pipe found at the northeast corner of Lot 2, Hadley Oaks Subdivision as recorded on Slide 2653-B in the Office of the Baldwin County Judge of Probate, being in the Northwest Quarter of the Southwest Quarter of Regular Section 4, Township 8 South, Range 6 East, in Baldwin County, Alabama, and being the Point of Beginning of the property herein to be conveyed;

Thence N00°00'11"W along the acquired right-of-way line a distance of 164.66 feet to a point on the grantor's north property line;

Thence N89°46'58"E along the grantor's north property line a distance of 39.86 feet to the grantor's northeast property corner;

Thence S00°03'05"E along the grantor's east property line a distance of 164.63 feet to the grantor's southeast property corner;

Thence S89°44'38"W along the grantor's south property line a distance of 40.00 feet to the Point of Beginning of the property herein conveyed and containing 0.151 acres, more or less.

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. 9/26/2022 3:07 PM TOTAL \$ 0.00 5 Pages



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
he	23	day of	SATONBER	2022	1			

Thomas Michael Rybarski

Ána T. Rybarski

#### **ACKNOWLEDGMENT**

STATE OF ALABAMA )

COUNTY OF BALDWIN )

I, Lauren Thompson, a Notary Public, in and for said County in said State, hereby certify that Thomas Michael Rybarski and Ana T. Rybarski, 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 23rd day of September, 2022.

Lauren Horpson

NOTARY PUBLIC

Commission Expires:

LAUREN THOMPSON
My Commission Expires
January 3, 2024

# ACKNOWLEDGEMENT OF FUNDING, WAIVER OF RIGHTS TO APPRAISAL AND JUST COMPENSATION AND RIGHT-OF-ENTRY

# Fox Ln AFM from Carrier Dr S and East 2240' Project No. HW22014 Tract No. 3

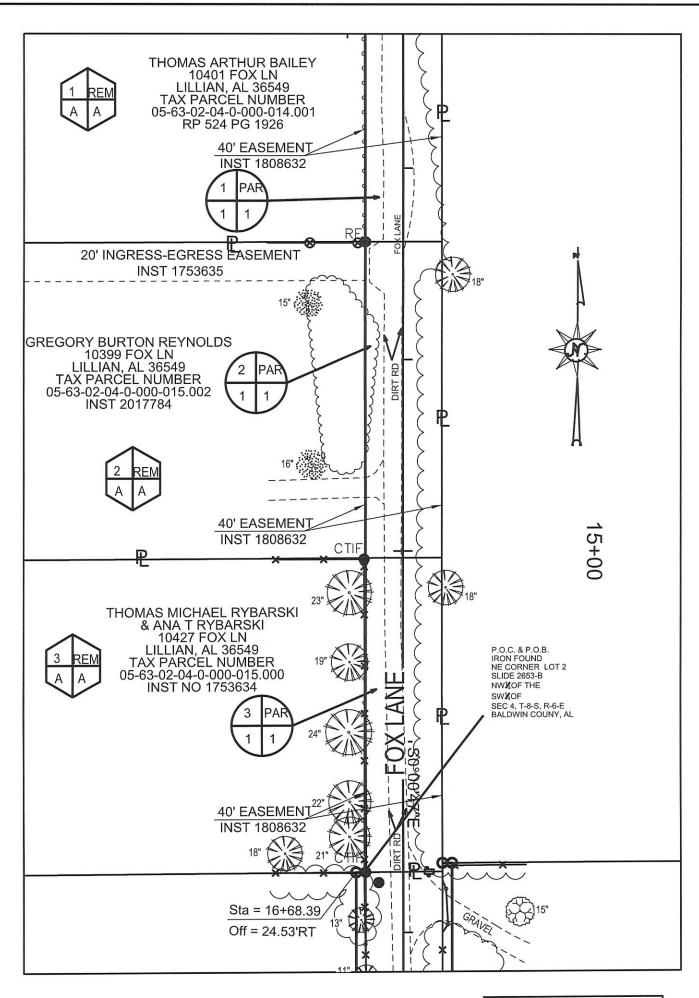
I (We) the undersigned property owner(s) do hereby acknowledge that I (we) have been made aware of the fact that this project is not funded and could remain unfunded for some time.

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 se	t our hands and seals on this the
23	_ day of	d
		Jano My Mins
		Thomas Michael Rybayski
		Anathybarski
		Ana T. Rybarski

#### **ACKNOWLEDGMENT**

STATE OF ALABAMA )	
COUNTY OF BALDWIN )	
I, Lauren Thom Don , a Notary Public, in and for said County in said St hereby certify that Thomas Michael Rybarski and Ana T. Rybarski, whose names are, signed to the foreg conveyance, and who are known to me, acknowledged before me on this day that, being informed of contents of this conveyance, they executed the same voluntarily on the day the same bears date.  Given under my hand and official seal this 23th day of September 2022.	0
Lauren Thompson NOTARY PUBLIC	



THIS IS NOT A BOUNDARY SURVEY

### **COUNTY OF BALDWIN**

TRACT NO.  OWNER THOMAS MICHAEL	3 AND ANA T RYBARSKI	PROJECT NO. COUNTY	HW22014 BALDWIN	
TOTAL ACREAGE	2.508	SCALE:	1"=50'	
R.O.W. REQUIRED	0.151	DATE;	08-19-2022	T.
PRESCRIPTIVE R.O.W.	N/A	- REVISED: _	N/A	
T.C.E. REQUIRED	N/A	SHEET:	1 OF 1	
REMAINDER	2.358			

# ACKNOWLEDGEMENT OF FUNDING, WAIVER OF RIGHTS TO APPRAISAL AND JUST COMPENSATION AND RIGHT-OF-ENTRY

# Fox Ln AFM from Carrier Dr S and East 2240' Project No. HW22014 Tract No. 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

23 day of 8 40 TIMBER, 2022.

	Thomas Michael Rybarski  Ana T. Rybarski
ACKNOWLEDGME	NT
STATE OF ALABAMA ) COUNTY OF BALDWIN )	
I, Lauren Thompson, a No hereby certify that Thomas Michael Rybarski and Ana T. Ryb conveyance, and who are known to me, acknowledged before contents of this conveyance, they executed the same voluntarily	ore me on this day that, being informed of the on the day the same bears date.
Given under my hand and official seal this 23 da	ay of September 2022.

My Commission Exp

NOTARY PUBLIC

LAUREN THOMPSON

My Commission Expires January 3, 2024



## FOX LANE TR 3







## **Baldwin County Commission**

#### Agenda Action Form

Meeting Type: BCC Regular Meeting

Meeting Date: 1/3/2023

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. HW22014 - Fox Lane (Tract 5)

#### STAFF RECOMMENDATION

Take the following actions:

- 1) Accept 0.038 acres on Fox Lane (Tract 5) as a right-of-way donated to Baldwin County by John T. Christine, Jr., and Jamie L. Christine on September 23, 2022 (Instrument No. 2025523 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 September 23, 2022, the Baldwin County Highway Department accepted a right-of -way donation on Fox Lane from John T. Christine, Jr., and Jamie L. Christine.

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.

Item #: CN3 File #: 23-0450, Version: 1

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 John T. Christine, Jr., and Jamie L. Christine and send copy to Tate Chalfant.

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

Contact:

John T. Christine, Jr., and Jamie L. Christine 6255 Memphis Avenue Pensacola, Florida 32526

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

John T. Christine, Jr. and Jamie L. Christine

Identifying number

Sect	ion A. Donate (or a gre securiti	ed Property of oup of similar es and certain	items) for	wh	ich	γοι	ı cla	aim	ed	a d	edu	uct	ior	า of	\$5	,00	0 or	less.	. Also li	st pub	olicly traded
Par	Informa	tion on Dona	ted Prope	rty	<u></u>	f yo	u n	eec	m b	ore	sp	ac	е, а	atta	ıch	a s	tate	ment	t.		
1		ne and address of th nee organization	e		heck	onate the b umbe	oox.	Also	ente	r the	veh	icle	ide	ntific	atior		(For	a veh	icle, enter e. For secu	the year	of donated property r, make, model, and d other property, ons.)
Α				П		П	Ι	Ι			П			Τ							
В				П		П	Ι	Ι		] 	П		Ι	Ι							
С				П		П	Ι	Ι		] 	П		Ι	Ι							
D						П	T	Τ			П		Т	Τ							
Е	E																				
Note:	If the amount ye	ou claimed as a	deduction	for	an i	item	is S	\$50	0 or	les	s, y	ou	dc	no	t ha	ave 1	to co	mple	te colun	nns (e)	, (f), and (g).
	ote: If the amount you claimed as a deduction for an item is \$500 or less, you do not have to complete columns (e), (f), and (g).  (d) Date of the contribution  (e) Date acquired by donor (mo., yr.)  (f) How acquired by donor  (g) Donor's cost or adjusted basis  (h) Fair market value (see instructions)  (i) Method used to determine the fair market value																				
Α																					
В																					
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Par		tion on Dona																			
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		ntribution of \$20					е	• 🗸	Ot	ther	Re	al I	Est	ate				i 🗆	Vehicle		
	_	d Conservation	Contributio	n			f	· _		ecui								j <u> </u>		ng and	household items
	<b>c</b> Equipm						g	ı		olle							I	k _	Other		
	d ∐ Art* (cor	ntribution of less	s than \$20,0	000)	)		h	) <u> </u>	] In	telle	ectu	ıal	Pro	per	ty						
	historical memor	intings, sculptures rabilia, and other s clude coins, stam	similar objec	ts.		,		0 /			,			,			,		, ,	,	er, rare manuscripts,
Note:	In certain cases	,	, ,			,	′ '					-			,			as u		ove.	
3		on of donated prope ce, attach a separat		d															nated, give he time of		(c) Appraised fair market value
Α	0.038 Acres for C	ounty Road ROV	V			Ver	v G	ood													
В																					
С																					
	(d) Date acquired by donor (po., yr.)  (e) How acquired by donor (mo., yr.)  (f) Donor's cost or adjusted basis  (g) For bargain sales, enter amount received  (h) Amount claimed as a deduction (see instructions)  (i) Date of contribution (see instructions)																				
Α																					
В																					

Form 8283 (Rev. 11-2022) Page 2 Name(s) shown on your income tax return Identifying number John T. Christine, Jr. and Jamie L. Christine 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 September 23, 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

Bay Minette, Alabama 36507

Title Chairman

312 Courthouse Square, Suite 11

Authorized signature

Date

THIS INSTRUMENT PREPARED BY THE BALDWIN COUNTY HIGHWAY DEPARTMENT ROBERTSDALE, ALABAMA 36567

STATE OF ALABAMA )
COUNTY OF BALDWIN )

Project No. HW22014

Fox Ln

AFM from Carrier Dr S and East 2240'
05-63-02-04-0-000-016.003

Tract No. 5

### FEE SIMPLE WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten dollars (\$10.00), cash in hand paid to the undersigned by Baldwin County, Alabama, the receipt of which is hereby acknowledged, I (we), the undersigned Grantor(s), John T. Christine, Jr. and Jamie L. Christine, 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:

#### Parcel 1 of 1:

A part of the Northwest Quarter the Southwest Quarter of Section 4, Township 8 South, Range 6 East, identified as Tract Number 5 on the Fox Ln, Project No. HW22014 in Baldwin County, Alabama and being more fully described as follows:

Commencing at a crimp top iron pipe found at the southeast corner of Lot 4, Hadley Oaks Subdivision as recorded on Slide 2653-B in the Office of the Baldwin County Judge of Probate, being in the Northwest Quarter of the Southwest Quarter of Regular Section 4, Township 8 South, Range 6 East, in Baldwin County, Alabama, and being the Point of Beginning of the property herein to be conveyed;

Thence S89°41'24"W along the grantor's south property line a distance of 5.00 feet to a point on the acquired right-of-way line (said point is offset 48.51 feet right of and perpendicular to project centerline at Station 23+04.89);

Thence N00°03'34"E along the acquired right-of-way line a distance of 329.50 feet to a point on the grantor's north property line;

Thence S89°56'26"E along the grantor's north property line a distance of 5.00 feet to the grantor's northeast property corner;

Thence S00°03'34"W along the grantor's east property line a distance of 329.47 feet to the Point of Beginning of the property herein conveyed and containing 0.038 acres, more or less.

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. 9/26/2022 3:07 PM TOTAL \$ 0.00



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 _	23	day of	September	, 2022.			

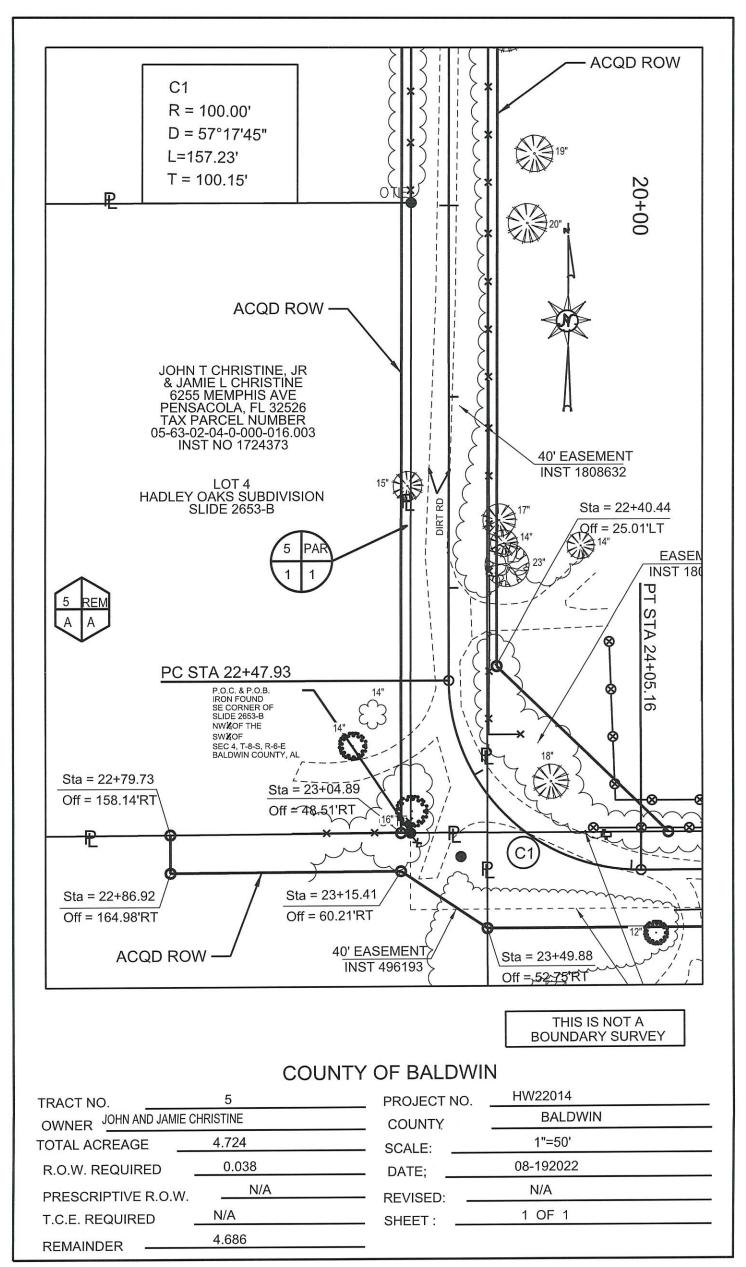
#### ACKNOWLEDGMENT

STATE OF ) COUNTY OF )

I, Lauren Thampson, a Notary Public, in and for said County in said State, hereby certify that John T. Christine, Jr. and Jamie L. Christine, 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 23rd day of September

LAUREN THOMPSON My Con mission Expires



# ACKNOWLEDGEMENT OF FUNDING, WAIVER OF RIGHTS TO APPRAISAL AND JUST COMPENSATION AND RIGHT-OF-ENTRY

# Fox Ln AFM from Carrier Dr S and East 2240' Project No. HW22014 Tract No. 5

I (We) the undersigned property owner(s) do hereby acknowledge that I (we) have been made aware of the fact that this project is not funded and could remain unfunded for some time.

I (We) hereby acknowledge that I (we) have been made aware of my (our) rights to an appraisal and just compensation and in further consideration of the benefits accrued to my (our) property from the above-referenced project, I (we) do hereby waive my (our) rights to said appraisal and just compensation and grant right-of-entry for the construction of same.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the

day of Suptuber, 2022.

John T. Christine, Jr.

ACKNOWLEDGMENT

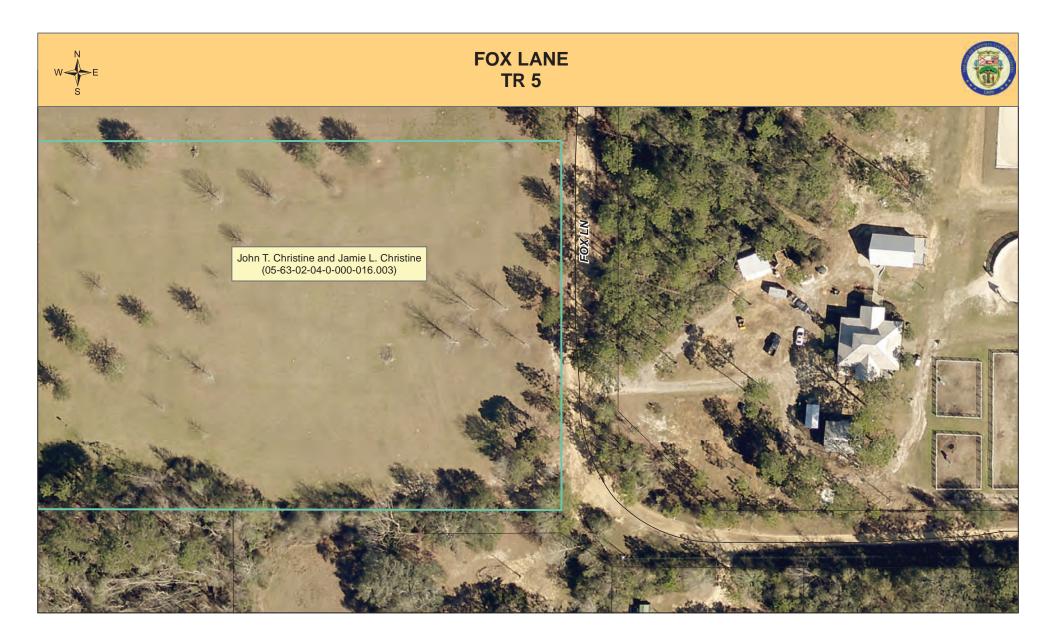
STATE OF

I, Lauren Tham Don, a Notary Public, in and for said County in said State, hereby certify that John T. Christine, Jr. and Jamie L. Christine 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 23th day of September 2022.

My Commission Expire

LAUNEN TEDMPSON My Commission Expires January 18224





## **Baldwin County Commission**

### **Agenda Action Form**

File #: 23-0451, Version: 1 Item #: CN4

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 1/3/2023

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. HW22014 - Fox Lane (Tract 6)

#### STAFF RECOMMENDATION

Take the following actions:

- 1) Accept 0.090 acres on Fox Lane (Tract 6) as a right-of-way donated to Baldwin County by Brim and Bass Trust dated August 19, 2010, on September 26, 2022 (Instrument No. 2027002 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 September 26, 2022, the Baldwin County Highway Department accepted a right-of -way donation on Fox Lane from Brim and Bass Trust dated August 19, 2010.

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.

Item #: CN4 File #: 23-0451, Version: 1

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 Jonathan R. Warriner and send copy to Tate Chalfant.

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

Contact:

Mr. Jonathan R. Warriner, Trustee Brim and Bass Trust 10313 County Road 91 Lillian, Alabama 36549

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

Brim and Bass Trust dated August 19, 2010

Identifying number

Section A. Donated Property of \$5,000 or Less and Publicly Traded Securities—List in this section only an item (or a group of similar items) for which you claimed a deduction of \$5,000 or less. Also list publicly traded securities and certain other property even if the deduction is more than \$5,000. See instructions.																					
Par	Part I Information on Donated Property—If you need more space, attach a statement.																				
1						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											I			I	П						
В						П				П	Ι			Ι	П						
С						П			L	П	Ι		Ι	Ι	П						
D										Ш	Ι			Ι	П						
E				П						Ш	Ι			Ι							
Note:	: If the amount yo	ou claimed as a	deduction	for	an it	tem i	s \$	500	or l	ess,	you	ı do	o no	t ha	ave	to co	mple	ete colu	ımns (e	e), (f), a	nd (g).
	(d) Date of the contribution (e) Date acquired by donor (mo., yr.) (f) How a by d					l	(g) Donor's cost or adjusted basis					(h) Fair market (see instruction									
Α																					
В																					
С																					
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	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		tion on Dona																			
2	Check the box that describes the type of property donated.																				
	<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>						e								ing and	and household items					
Note	* Art includes paintings, sculptures, watercolors, prints, drawings, ceramics, antiques, decorative arts, textiles, carpets, silver, rare manuscripts, historical memorabilia, and other similar objects.  ** Collectibles include coins, stamps, books, gems, jewelry, sports memorabilia, dolls, etc., but not art as defined above.  ote: In certain cases, you must attach a qualified appraisal of the property. See instructions.																				
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.														Appraised fair arket value
						and the grade of t															
	0.090 Acres for County Road ROW					Very Good															
B																					
С												$\neg$									
	(d) Date acquired by donor (mo., yr.)				ior			(f) Donor's cost of adjusted basis				(g) For barga enter amo receive			ount as a deduction			uction	С	(i) Date of ontribution instructions)	
A B												+									

Form 8283 (Rev. 11-2022) Page 2 Name(s) shown on your income tax return Identifying number Brim and Bass Trust dated August 19, 2010 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 September 26, 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

Bay Minette, Alabama 36507

Title Chairman

312 Courthouse Square, Suite 11

Authorized signature

Date

THIS INSTRUMENT PREPARED BY THE BALDWIN COUNTY HIGHWAY DEPARTMENT ROBERTSDALE, ALABAMA 36567

STATE OF ALABAMA )

COUNTY OF BALDWIN )

Project No. HW22014 Fox Ln AFM from Carrier Dr S and East 2240' 05-63-02-04-0-000-036.001 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), Brim and Bass Trust dated August 19, 2010, 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:

#### Parcel 1 of 1:

A part of the southwest Quarter the Southwest Quarter of Section 4, Township 8 South, Range 6 East, identified as Tract Number 6 on the Fox Ln, Project No. HW22014 in Baldwin County, Alabama and being more fully described as follows:

Commencing at a crimp top iron pipe found at the southeast corner of Lot 4, Hadley Oaks Subdivision as recorded on Slide 2653-B in the Office of the Baldwin County Judge of Probate, being in the Northwest Quarter of the Southwest Quarter of Regular Section 4, Township 8 South, Range 6 East, in Baldwin County, Alabama, and being the Point of Beginning of the property herein to be conveyed;

Thence N89°41'24"E along the grantor's north property line a distance of 40.00 feet to the grantor's northeast property corner;

Thence S00°05'00"E along the grantor's east property line a distance of 50.26 feet to a point on the acquired right-of-way line (said point is offset 52.75 feet right of and perpendicular to project centerline at Station 23+49.88);

Thence N56°21'02"W along the acquired right-of-way line a distance of 54.17 feet to a point (said point is offset 60.21 feet right of and perpendicular to project centerline at Station 23+15.41);

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. 10/ 4/2022 8:36 AM Total \$ 0.00 6 Pages



Thence S89°41'24"W along the acquired right-of-way line a distance of 120.00 feet to a point (said point is offset 164.98 feet right of and perpendicular to project centerline at Station 22+86.92);

Thence N00°18'36"W along the acquired right-of-way line a distance of 20.00 feet to a point on the grantor's north property line (said point is offset 158.14 feet right of and perpendicular to project centerline at Station 22+79.73);

Thence N89°41'24"E along the grantor's north property line a distance of 126.16 feet to the Point of Beginning of the property herein conveyed and containing 0.090 acres, more or less.

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.

Jonathan R. Warriner, as Trustee of the Brim and Bass Trust dated August 19, 2010

#### **ACKNOWLEDGMENT**

STATE OF FLORIDA

COUNTY OF DUVAL

I, JONATHAN WHELING, a Notary Public, in and for said County in said State, hereby certify that Jonathan R. Warriner, as Trustee of Brim and Bass Trust dated August 19, 2010, 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 26th day of SPTEMBER, 2022.

NATASHA A. O'BER(1)
Commission # GO 923898
Expires October 17, 2023
Bonded Thru Troy Fain Inserance 660-385-7019

NOTARY PUBLIC

Commission Expires: 10-17-2023

#### ACKNOWLEDGEMENT OF FUNDING, WAIVER OF RIGHTS TO APPRAISAL AND JUST COMPENSATION AND RIGHT-OF-ENTRY

#### Fox Ln AFM from Carrier Dr S and East 2240' Project No. HW22014 Tract No. 6

I (We) the undersigned property owner(s) do hereby acknowledge that I (we) have been made aware of the fact that this project is not funded and could remain unfunded for some time.

I (We) hereby acknowledge that I (we) have been made aware of my (our) rights to an appraisal and just compensation and in further consideration of the benefits accrued to my (our) property from the above-referenced project, I (we) do hereby waive my (our) rights to said appraisal and just compensation and grant right-of-entry for the construction of same.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the 26th day of <u>Septem ber</u>, 2022.

> Jonathan R. Warriner, as Trustee of The Brim and Bass Trust dated August 19, 2010

My Commission Expires: 1017-2023

#### ACKNOWLEDGMENT

STATE OF FORIDA	)
COUNTY OF DWA	) NATHSHA OBERLY
- I DI CADIAN	Notary Public in and for said County in said State
name is signed to the fore	, a Notary Public, in and for said County in said State, n. R. Warriner, as Trustee of the Brim and Bass Trust dated August 19, 2010, whose egoing conveyance, and who is known to me, acknowledged before me on this day e contents of this conveyance, he executed the same voluntarily on the day the same
Given under my ha	and and official seal this 26 <sup>th</sup> day of SBNEMBER 2022.
Con	ASHA A. O'BERRY nmission # GG 923898 sires October 17, 2023 led Thru Troy Fain Insurance 800-385-7019 NOTARY PUBLIC

#### **CERTIFICATION OF TRUST**

# STATE OF ALABAMA

#### COUNTY OF BALDWIN

The undersigned Settlor hereby certifies the following:

- 1. This Certificate of Trust relates to the Brim and Bass Trust dated August 19, 2010;
- 2. The name of the Settlor: Curtis Alton Malone
- 3. The name and addresses of the initial Trustee: Jonathan R. Warriner
- 4. The Trustees are authorized by the Declaration of Trust to sell, convey, pledge, mortgage, manage, operate, control, transfer title, convert or allot trust property, including real and personal property.
- 5. The Declaration of Trust has not been revoked.

The undersigned hereby represent that the statements contained in this Certificate of Trust are true and correct, and that there are no other provisions in the Declaration of Trust or amendments to it that limit the powers of the Trustees so sell, convey, pledge, mortgage, manage, operate, control, transfer title, divide, convert or allot trust property, including real and personal property.

Jonathan R Warrine

#### ACKNOWLEDGEMENT

STATE OF FLORIDA

COUNTY OF DUVAL

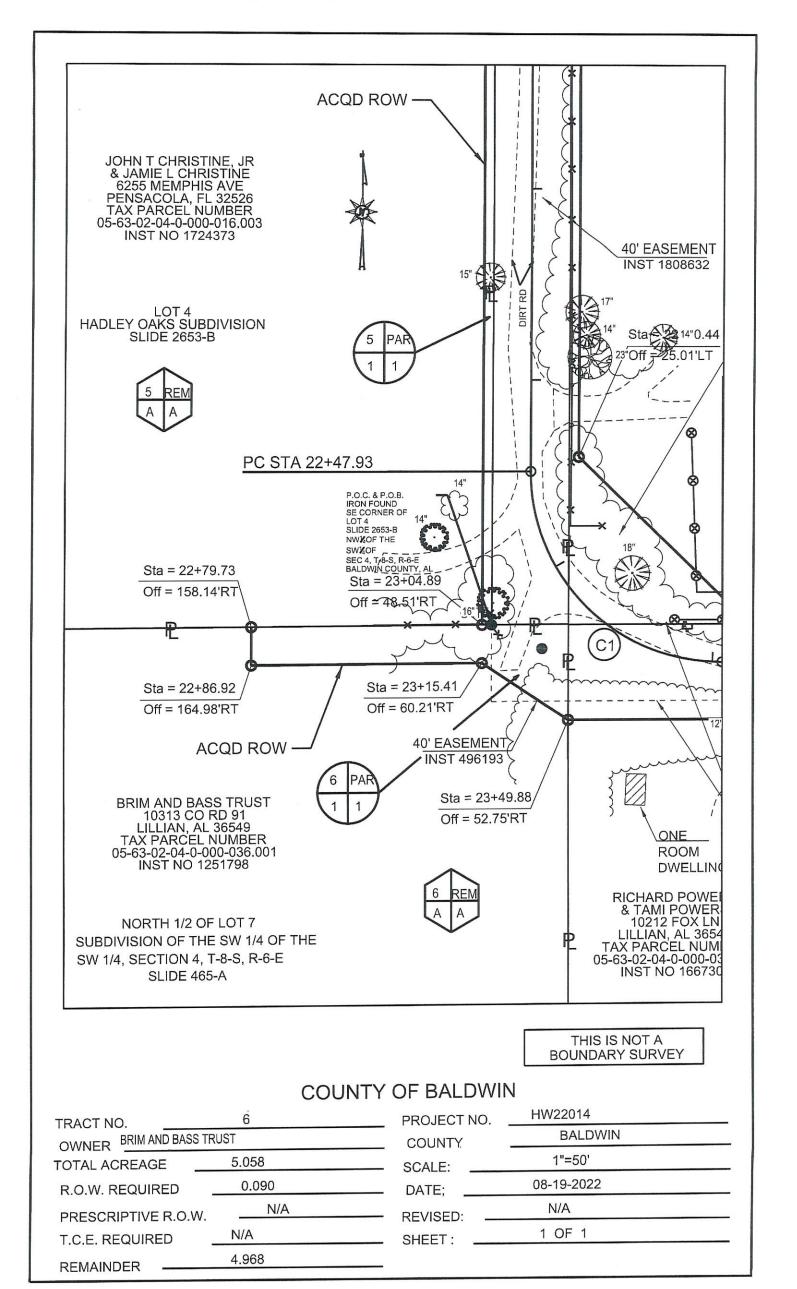
I, NATIONAL O DELLA , a Notary Public, in and for said County in said State, hereby certify that Jonathan R. Warriner, as Trustee for Brim and Bass Trust dated August 19, 2010, whose name is, signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed 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 something

NATASHA A. O'BERRY
Commission # GG 923898
Expires October 17, 2023
Bonded Thru Troy Fain Insurance 800-385-7019

NOTARY PUBLIC

My Commission Expires: 10-17-2023





## FOX LANE TR 6







## **Baldwin County Commission**

## Agenda Action Form

File #: 23-0452, Version: 1 Item #: CN5

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 1/3/2023

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. HW22014 - Fox Lane (Tract 7)

### STAFF RECOMMENDATION

Take the following actions:

- 1) Accept 0.190 acres on Fox Lane (Tract 7) as a right-of-way donated to Baldwin County by Richard Powers and Tami Powers on September 23, 2022 (Instrument No. 2025524 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 September 23, 2022, the Baldwin County Highway Department accepted a right-of -way donation on Fox Lane from Richard Powers and Tami Powers.

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.

Item #: CN5 File #: 23-0452, Version: 1

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 Richard and Tami Powers and send copy to Tate Chalfant.

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

Contact:

Richard and Tami Powers 10212 Fox Lane Lillian, Alabama 36549

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

Richard Powers and Tami Powers

Identifying number

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Form 8283 (Rev. 11-2022) Page 2 Name(s) shown on your income tax return Identifying number Richard Powers and Tami Powers 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 September 23, 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

Bay Minette, Alabama 36507

Title Chairman

312 Courthouse Square, Suite 11

Authorized signature

Date

THIS INSTRUMENT PREPARED BY THE BALDWIN COUNTY HIGHWAY DEPARTMENT ROBERTSDALE, ALABAMA 36567

STATE OF ALABAMA )

**COUNTY OF BALDWIN** )

Project No. HW22014
Fox Ln

AFM from Carrier Dr S and East 2240'
05-63-02-04-0-000-035.001
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), **Richard Powers and Tami Powers**, 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:

## Parcel 1 of 1:

A part of the Southeast Quarter the Southwest Quarter of Section 4, Township 8 South, Range 6 East, identified as Tract Number 7 on the Fox Ln, Project No. HW22014 in Baldwin County, Alabama and being more fully described as follows:

Commencing at a crimp top iron pipe found at the southeast corner of Lot 4, Hadley Oaks Subdivision as recorded on Slide 2653-B in the Office of the Baldwin County Judge of Probate, being in the Northwest Quarter of the Southwest Quarter of Regular Section 4, Township 8 South, Range 6 East, in Baldwin County, Alabama;

Thence N89°41'24"E a distance of 40.00 feet to the grantor's northwest property corner and being the Point of Beginning of the property herein to be conveyed;

Thence N89°59'31"E along the grantor's north property line a distance of 165.90 feet to the grantor's northeast property corner;

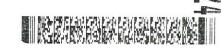
Thence S00°07'14"E along the grantor's east property line a distance of 50.00 feet to a point on the acquired right-of-way line;

Thence S89°54'08"W along the acquired right-of-way line a distance of 165.93 feet to a point on the grantor's west property line (said point is offset 52.75 feet right of and perpendicular to project centerline at Station 23+49.88);

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. 9/26/2022 3:08 PM TOTAL \$ 0.00 5 Pages



Thence N00°05'00"W along the grantor's west property line a distance of 50.26 feet to the Point of Beginning of the property herein conveyed and containing 0.190 acres, more or less.

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 thy (our) hand(s) and seal this day of september, 2022.

## **ACKNOWLEDGMENT**

STATE OF ALABAMA

COUNTY OF BALDWIN

/ auren Thompson, a Notary Public, in and for said County in said State, hereby certify that Richard and Tami Powers, 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 23dd day of September, 2022.

Commission Expires:

LAUREN THOMPSON My Commission Expires January 3, 2024

GRANTEE'S ADDRESS:

## ACKNOWLEDGEMENT OF FUNDING, WAIVER OF RIGHTS TO APPRAISAL AND JUST COMPENSATION AND RIGHT-OF-ENTRY

## Fox Ln AFM from Carrier Dr S and East 2240' Project No. HW22014 Tract No. 7

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.

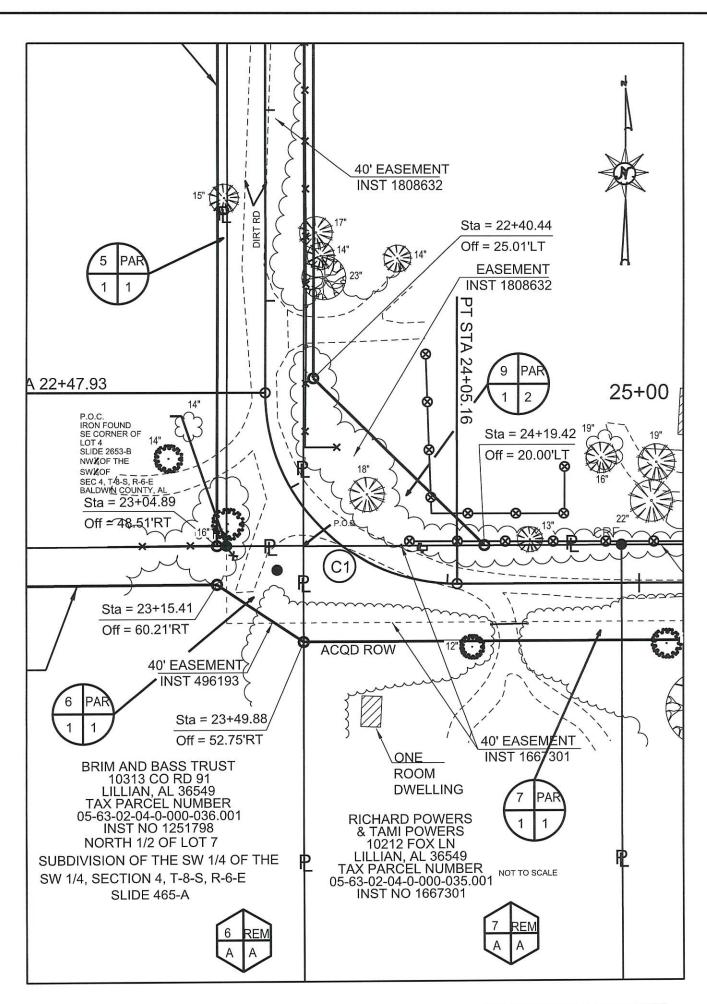
IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the 23 day of Septem ber, 2022.

## ACKNOWLEDGMENT

STATE OF ALABAMA	)			
COUNTY OF BALDWIN	)			
who are known to me, ac conveyance, they executed	Powers and Tami Powers whose eknowledged before me on this the same voluntarily on the day and and official seal this 23 and 24 and 25	day that, being in the same bears date.	nformed of the con	in said State, aveyance, and antents of this2022.
		0	1.	

LAUREN THOMPSON My Commission Exp

Lauren for



配HIS IS NOT A BOUNDARY SURVEY

## **COUNTY OF BALDWIN**

TRACT NO	7	
OWNER RICHARD AND TAM	I POWERS	
TOTAL ACREAGE	5.078	
R.O.W. REQUIRED	0.190	
PRESCRIPTIVE R.O.W.	N/A	
T.C.E. REQUIRED	N/A	
REMAINDER	4.888	

PROJECT NO.	HW22014	
COUNTY	BALDWIN	
SCALE:	1"=50'	
DATE;	08-19-2022	
REVISED: _	N/A	
SHEET:	1 OF 1	
O.I.E.E		

## ACKNOWLEDGEMENT OF FUNDING, WAIVER OF RIGHTS TO APPRAISAL AND JUST COMPENSATION AND RIGHT-OF-ENTRY

# Fox Ln AFM from Carrier Dr S and East 2240' Project No. HW22014 Tract No. 7

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 September, 2022.

Richard Powers

Tami Powers

## ACKNOWLEDGMENT

STATE OF ALABAMA )
COUNTY OF BALDWIN )
I, <u>Auren Thanpson</u> , a Notary Public, in and for said County in said State, hereby certify that <u>Richard Powers and Tami Powers</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 <u>23<sup>rd</sup></u> day of <u>Septembel</u> 2022.
Lauran Showman

My Commission Exp

NOTARY PUBLIC



## FOX LANE TR 7







## **Baldwin County Commission**

## Agenda Action Form

File #: 23-0454, Version: 1 Item #: CN6

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 1/3/2023

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. HW22014 - Fox Lane (Tract 8)

### STAFF RECOMMENDATION

Take the following actions:

- 1) Accept 0.190 acres on Fox Lane (Tract 8) as a right-of-way donated to Baldwin County by Lou W. Mort and James D. Mort on October 6, 2022 (Instrument No. 2028319 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 October 6, 2022, the Baldwin County Highway Department accepted a right-ofway donation on Fox Lane from Lou W. Mort and James D. Mort.

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.

Item #: CN6 File #: 23-0454, Version: 1

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 Lou W. and James D. Mort and send copy to Tate Chalfant.

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

Contact:

Lou W. and James D. Mort 7 San Jose Drive St Charles, Missouri 63301

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

Lou W. Mort and James D. Mort

Identifying number

Sect	(or a gro	oup of similar i	tems) for v	whic	h yo	ou c	lain	ned	a	ded	luct	ion	ı of	\$5	,000	or	t in this section <b>c</b> less. Also list pub 100. See instruction	olicly traded
Par		tion on Donat																
1	donee organization check					conated property is a vehicle (see instructions), the box. Also enter the vehicle identification amber (unless Form 1098-C is attached).  (c) Description and condition (For a vehicle, enter the year mileage. For securities are see instructions).												r, make, model, and ad other property,
Α					Ш	П	Ι				П	Ι	Ι	П				
В					П		Τ	[   		Τ	П	Τ	Τ	П				
С							Τ	<u>[</u> 		T	П	Т	Τ	П				
D						П	Т	[			П	Т	Τ	П				
E					П	П	Т	[ 	<u> </u>	T	П	Т	Т	П	$\exists$			
Note	If the amount yo	ou claimed as a	deduction	for a	n ite	m is	\$50	)0 oı	r le	ss, ː	you	do	not	t ha	ve to	CO	mplete columns (e)	, (f), and (g).
	(d) Date of the contribution	(e) Date acquired by donor (mo., yr.)	(f) How by o	acqui donor	red				Donor's cost djusted basis			(h) Fair market (see instruction					(i) Method used the fair ma	
Α																		
В																		
D E																$\dashv$		
Sect	Invento which y Section	ory Reportable ou claimed a d A). Provide a	e in Section deduction separate f	on A of m orm	) — ( nore for	Com tha eac	nple in \$ h ite	te tl 5,00 em	his 00 <sub> </sub> doi	sed per nate	ctio ite: ed :	n fo m c unlo	or o	ne Irou it i	iten ıp (e s pa	n (o xce irt o	cles, Intellectual r a group of simil ept contributions f a group of simil e instructions.	ar items) for reportable in
Par		tion on Donat																
2		that describes			erty	don												
	b Qualified c Equipme	ntribution of \$20 d Conservation ent ntribution of less	Contribution	n			e	_ c	ecu	ıritie ectik		**		ty		i	i	household items
Note:	historical memor	rabilia, and other solude coins, stamp	similar object os, books, ge	s. ems, j	ewel	lry, s	ports	s me	mo	rabil	lia, c	dolls	s, etc	c., b	ut no		textiles, carpets, silv as defined above.	er, rare manuscripts,
3		on of donated prope ce, attach a separate		i													as donated, give a brief rty at the time of the gift.	(c) Appraised fair market value
Α	0.190 Acres for C	ounty Road ROV	V		V	ery (	Good											
В																		
С																		
	(d) Date acquired by donor (mo., yr.)	<b>(e)</b> Ho	w acquired by	donor	r		(	<b>f)</b> Doladju		s cos		(9		nter a	rgain s amour eived		(h) Amount claimed as a deduction (see instructions)	(i) Date of contribution (see instructions)
_A												$\perp$						
В							$\perp$					$\perp$						

Form 8283 (Rev. 11-2022) Page 2 Name(s) shown on your income tax return Identifying number Lou W. Mort and James D. Mort 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 Identifying number Business address (including room or suite no.) 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 October 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

Bay Minette, Alabama 36507

Title Chairman

312 Courthouse Square, Suite 11

Authorized signature

Date

THIS INSTRUMENT PREPARED BY THE BALDWIN COUNTY HIGHWAY DEPARTMENT ROBERTSDALE, ALABAMA 36567

STATE OF ALABAMA )

COUNTY OF BALDWIN )

Project No. HW22014
Fox Ln

AFM from Carrier Dr S and East 2240'
05-63-02-04-0-000-035.003
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), Lou W. Mort and James D. Mort, 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:

## Parcel 1 of 1:

A part of the Southeast Quarter the Southwest Quarter of Section 4, Township 8 South, Range 6 East, identified as Tract Number 8 on the Fox Ln, Project No. HW22014 in Baldwin County, Alabama and being more fully described as follows:

Commencing at a crimp top iron pipe found at the southeast corner of Lot 4, Hadley Oaks Subdivision as recorded on Slide 2653-B in the Office of the Baldwin County Judge of Probate, being in the Northwest Quarter of the Southwest Quarter of Regular Section 4, Township 8 South, Range 6 East, in Baldwin County, Alabama;

Thence N89°56'00"E a distance of 205.90 feet to the grantor's northwest property corner and being the Point of Beginning of the property herein to be conveyed;

Thence N89°54'08"E along the grantor's north property line a distance of 165.96 feet to the grantor's northeast property corner;

Thence S00°02'21"E along the grantor's east property line a distance of 50.00 feet to a point on the acquired right-of-way line;

Thence S89°54'08"W along the acquired right-of-way line a distance of 165.88 feet to a point on the grantor's west property line;

Thence N00°07'16"W along the grantor's west property line a distance of 50.00 feet to the Point of Beginning of the property herein conveyed and containing 0.190 acres, more or less.

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. 10/12/2022 8:34 AM TOTAL \$ 0.00 4 Pages





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
Low WMW
Lou W. Mort
James D. Mort
$\mathcal{A}$
ACKNOWLEDGMENT
STATE OF Missouri )
COUNTY OF St- Chides)
I, Taseph R. Einspern, a Notary Public, in and for said County in said State, hereby
certify that Lou W. Mort and James D. Mort, whose name 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

Commission Expires; Munher 25, 2024

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT P.O. BOX 220 SILVERHILL, ALABAMA 36576 JOSEPH R. EINSPORN
Notary Public - Notary Seal
STATE OF MISSOURI
St. Charles County
My Commission Expires: Nov. 28, 2024
Commission # 12418766

## ACKNOWLEDGEMENT OF FUNDING, WAIVER OF RIGHTS TO APPRAISAL AND JUST COMPENSATION AND RIGHT-OF-ENTRY

# Fox Ln AFM from Carrier Dr S and East 2240' Project No. HW22014 Tract No. 8

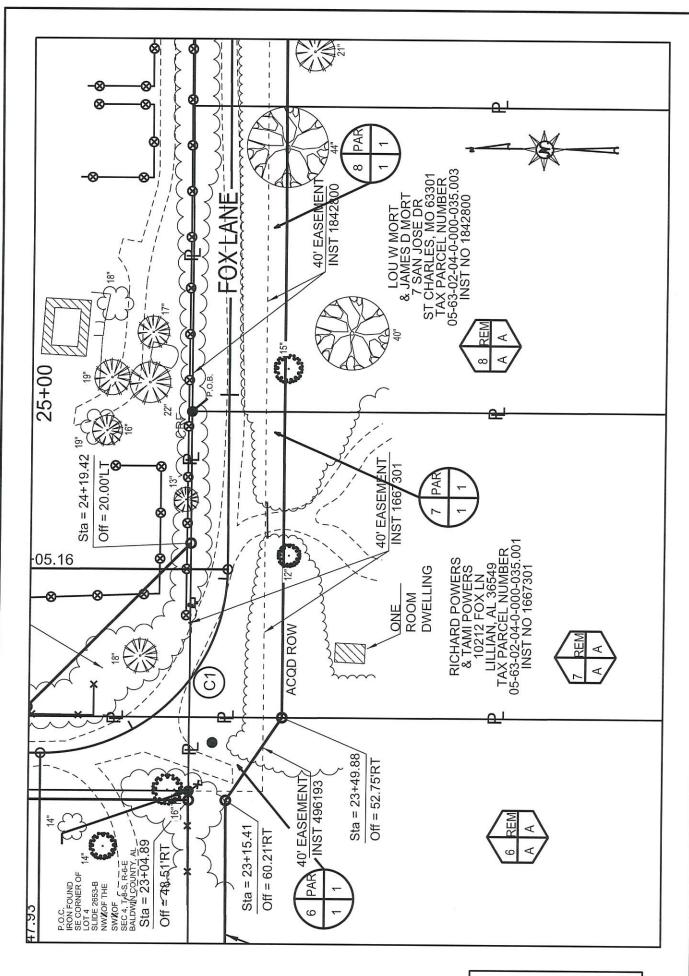
I (We) the undersigned property owner(s) do hereby acknowledge that I (we) have been made aware of the fact that this project is not funded and could remain unfunded for some time.

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.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the

day of	2022.
	Lou W. Mort
	James D. Mort
A	CKNOWLEDGMENT
STATE OF Missour.	
COUNTY OF Santchedes)	
I, Joseph R. Ginsp hereby certify that Lou W. Mort and James who are known to me, acknowledged b conveyance, they executed the same volume	, a Notary Public, in and for said County in said State, as D. Mort whose names are, signed to the foregoing conveyance, and refore me on this day that, being informed of the contents of this starily on the day the same bears date.
Given under my hand and official	seal this day of Ochobec 2022.
JOSEPH R. EINSPORN Notary Public - Notary Seal STATE OF MISSOURI St. Charles County My Commission Expires: Nov. 28, 2024 Commission # 12418766	NØTARY PUBLIC

My Commission Expires: MAS JOH



THIS IS NOT A BOUNDARY SURVEY

## COUNTY OF BALDWIN

8
ORT
20.256
0.190
N/A
N/A
20.066

<b>PROJECT</b>	NO	HW220	014	
COUNTY	_	В		
SCALE:		1"=	:50'	
DATE; _		08-16-	2022	
REVISED:		N/A		
SHEET:		1 OF	1	
				-



## FOX LANE TR 8







## **Baldwin County Commission**

## **Agenda Action Form**

File #: 23-0455, Version: 1 Item #: CN7

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 1/3/2023

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. HW22014 - Fox Lane (Tract 9)

### STAFF RECOMMENDATION

Take the following actions:

- 1) Accept 0.547 acres on Fox Lane (Tract 9) as a right-of-way donated to Baldwin County by The Josephine Billups Montgomery Revocable Trust dated October 26, 2016, on September 23, 2022 (Instrument No. 2025525 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 September 23, 2022, the Baldwin County Highway Department accepted a right-of -way donation on Fox Lane from The Josephine Billups Montgomery Revocable Trust dated October 26, 2016.

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

Item #: CN7 File #: 23-0455, Version: 1

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 Josephine Billups Montgomery and send copy to Tate Chalfant.

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

Contact:

The Josephine Billups Montgomery Revocable Trust 10364 Fox Lane Lillian, Alabama 36549

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

The Josephine Billups Montgomery Revocable Trust dated October 26, 2016

Identifying number

Sect		ed Property of oup of similar ies and certain	items) for	wh	ich	yo	ис	laim	ned	a	de	duc	tio	n o	of \$	5,0	00 or	less. A	Also list	t pub	olicly traded
Par		ation on Dona																			
1							If donated property is a vehicle (see instructions), theck the box. Also enter the vehicle identification number (unless Form 1098-C is attached).      (c) Description and condition (For a vehicle, enter the year mileage. For securities are see instructions).											ne year ties an	, make, model, and dother property,		
Α				П	1	Τ	П	<u> </u>			Т	1	П	П	Т	Τ	 				
В				П	T	Τ	П	<u> </u>			T	T	П		<u> </u>	Τ	1				
С				П	Ť	T	П	T	П		<u> </u>	Ť		П	<u> </u>		1				
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E				Н	<u> </u>	<u> </u>	П	<u> </u>				<u> </u>		П	_	<u> </u>					
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Note	: In certain case																				
3		ion of donated prope ace, attach a separat		d			(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			
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Α																					
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Form 8283 (Rev. 11-2022) Page 2 Name(s) shown on your income tax return Identifying number The Josephine Billups Montgomery Revocable Trust dated October 26, 2016 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 September 23, 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

Bay Minette, Alabama 36507

Title Chairman

312 Courthouse Square, Suite 11

Authorized signature

Date

THIS INSTRUMENT PREPARED BY THE BALDWIN COUNTY HIGHWAY DEPARTMENT ROBERTSDALE, ALABAMA 36567

STATE OF ALABAMA )

COUNTY OF BALDWIN )

Project No. HW22014

Fox Ln

AFM from Carrier Dr S and East 2240'
05-63-02-04-0-000-018.000
05-63-02-04-0-000-034.000

Tract No. 9

## FEE SIMPLE WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten dollars (\$10.00), cash in hand paid to the undersigned by Baldwin County, Alabama, the receipt of which is hereby acknowledged, I (we), the undersigned Grantor(s), The Josephine Billups Montgomery Revocable Trust dated October 26, 2016, 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:

## Parcel 1 of 2:

A part of the Northeast Quarter of the Southwest Quarter of Section 4, Township 8 South, Range 6 East, identified as Tract Number 9 on the Fox Ln, Project No. HW22014 in Baldwin County, Alabama and being more fully described as follows:

Commencing at a crimp top iron pipe found at the southeast corner of Lot 4, Hadley Oaks Subdivision as recorded on Slide 2653-B in the Office of the Baldwin County Judge of Probate, being in the Northwest Quarter of the Southwest Quarter of Regular Section 4, Township 8 South, Range 6 East, in Baldwin County, Alabama;

Thence N89°41'24"E a distance of 40.00 feet to the grantor's southwest property corner and being the Point of Beginning of the property herein to be conveyed;

Thence N00°02'01"E along the grantor's west property line a distance of 664.10 feet to the grantor's northwest property corner (said point is offset 20.47 feet left of and perpendicular to project centerline at Station 16+63.69);

Thence S89°57'59"E along the grantor's north property line a distance of 5.00 feet to a point on the acquired right-of-way line (said point is offset 25.47 feet left of and perpendicular to project centerline at Station 16+63.69);

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. 9/26/2022 3:08 PM TOTAL \$ 0.00



Thence S00°02'01"W along the acquired right-of-way line a distance of 576.75 feet to a point (said point is offset 25.01 feet left of and perpendicular to project centerline at Station 22+40.44);

Thence S45°37'48"E along the acquired right-of-way line a distance of 125.06 feet to a point on the grantor's south property line (said point is offset 20.00 feet left of and perpendicular to project centerline at Station 24+19.42);

Thence N89°56'24"W along the grantor's south property line a distance of 94.45 feet to the Point of Beginning of the property herein conveyed and containing 0.166 acres, more or less.

\*The said parcel above does not constitute as part of the grantor's homestead.

## Parcel 2 of 2:

A part of the Southeast Quarter of the Southwest Quarter of Section 4, Township 8 South, Range 6 East, identified as Tract Number 9 on the Fox Ln, Project No. HW22014 in Baldwin County, Alabama and being more fully described as follows:

Commencing at a crimp top iron pipe found at the southeast corner of Lot 4, Hadley Oaks Subdivision as recorded on Slide 2653-B in the Office of the Baldwin County Judge of Probate, being in the Northwest Quarter of the Southwest Quarter of Regular Section 4 Township 8 South, Range 6 East, in Baldwin County, Alabama;

Thence N89°55'10"E a distance of 371.85 feet to the grantor's northwest property corner and being the Point of Beginning of the property herein to be conveyed;

Thence N89°54'08"E along the grantor's north property line a distance 331.85 feet to the grantor's northeast property corner;

Thence S00°01'45"E along the grantor's east property line a distance of 50.00 feet to a point on the acquired right-of-way line;

Thence S89°54'08"W along the acquired right-of-way line a distance of 331.84 feet to a point on the grantor's west property line;

Thence N00°02'21"W along the grantor's west property line a distance of 50.00 feet to the Point of Beginning of the property herein conveyed and containing 0.381 acres, more or less.

**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 23 day of \_\_\_\_\_\_\_\_, 2022.

Josephine Billups Montgomery, as Trustee of the Josephine Billups Montgomery Revocable Trust dated October 26, 2016.

## **ACKNOWLEDGMENT**

STATE OF ALABAMA	)
COUNTY OF BALDWIN	)

I, Lauren Thompson, a Notary Public, in and for said County in said State, hereby certify that Josephine Billups Montgomery, as Trustee of the Josephine Billups Revocable Trust dated October 16, 2016, 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 <u>33rd</u> day of <u>September</u>, 2022.

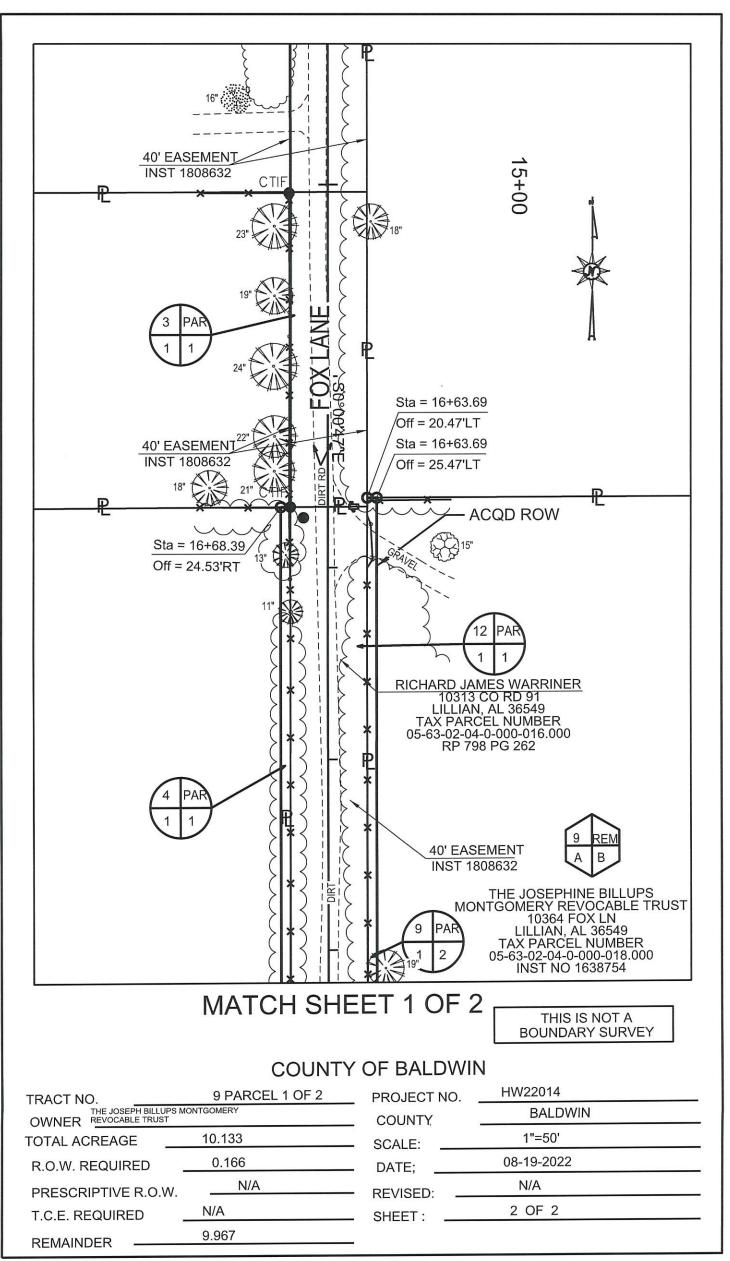
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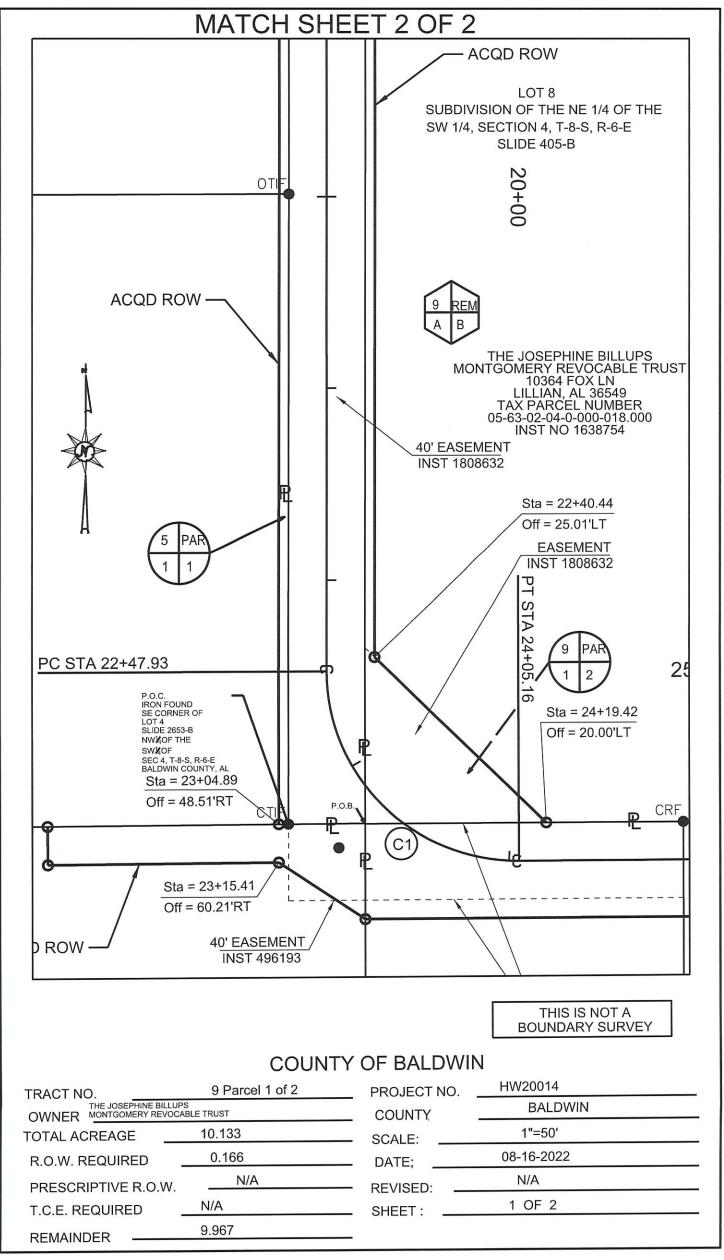
Commission Expires

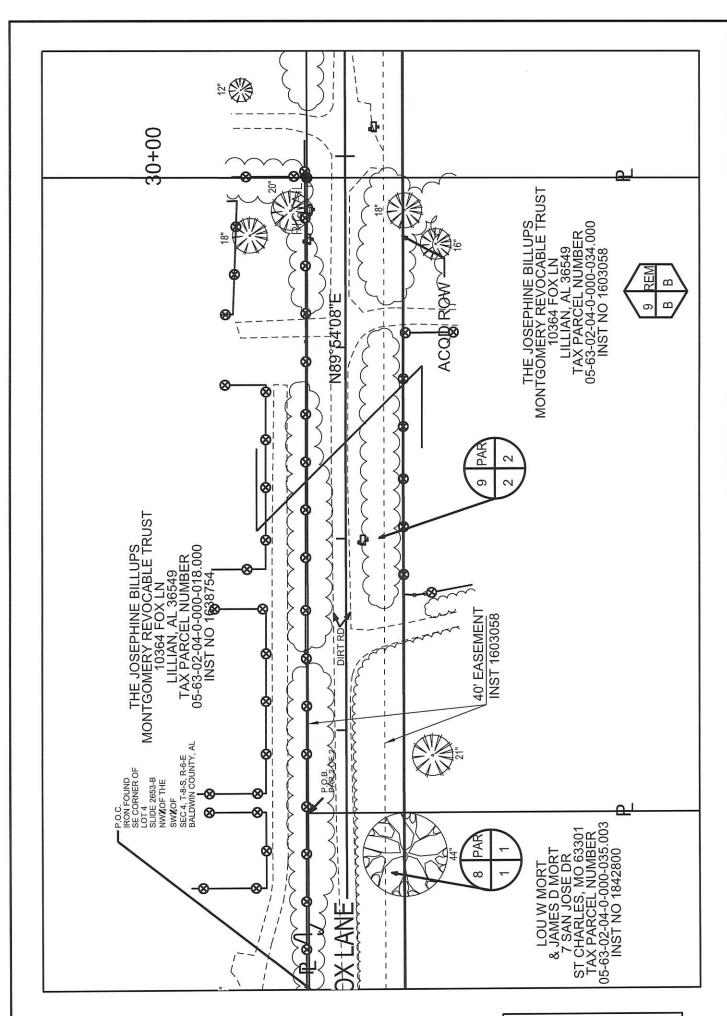
Lauren Shorpe

PUBLIC PU

LAUREN THOMPSON
My Commission Expires
January 3, 2024







THIS IS NOT A BOUNDARY SURVEY

## **COUNTY OF BALDWIN**

TRACT NO.	9 parcel 2 of 2
OWNER THE JOSEPHINE BILLUP MONTGOMERY REVOCA	
TOTAL ACREAGE	10.124
R.O.W. REQUIRED	0.381
PRESCRIPTIVE R.O.W.	N/A
T.C.E. REQUIRED	N/A
	9.743
REMAINDER ———	

PROJECT NO.	HW22014	
COUNTY	BALDWIN	
SCALE:	1"=50'	
DATE;	08-19-2022	
REVISED:	N/A	
SHEET:	1 OF 1	
STILLT.		

## ACKNOWLEDGEMENT OF FUNDING, WAIVER OF RIGHTS TO APPRAISAL AND JUST COMPENSATION AND RIGHT-OF-ENTRY

# Fox Ln AFM from Carrier Dr S and East 2240' Project No. HW22014 Tract No. 9

I (We) the undersigned property owner(s) do hereby acknowledge that I (we) have been made aware of the fact that this project is not funded and could remain unfunded for some time.

I (We) hereby acknowledge that I (we) have been made aware of my (our) rights to an appraisal and just compensation and in further consideration of the benefits accrued to my (our) property from the above-referenced project, I (we) do hereby waive my (our) rights to said appraisal and just compensation and grant right-of-entry for the construction of same.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day of \_\_\_\_\_\_\_, 2022.

Josephine Billups Montgomery, as Trustee of the Josephine Billups Montgomery Revocable Trust dated October 26, 2016.

## ACKNOWLEDGMENT

STATE OF ALABAMA )
COUNTY OF BALDWIN )
I, <u>lauren Thompson</u> , a Notary Public, in and for said County in said State, hereby certify that <u>Josephine Billups Montgomery</u> , as <u>Trustee of the Josephine Billups Montgomery Revocable</u> .  Trust dated October 26, 2016 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 23dd day of September 2022.

Jauan

My Commission Expires

My Commission Expires

January 3, 2024

#### **CERTIFICATION OF TRUST**

## STATE OF ALABAMA

## COUNTY OF BALDWIN

The undersigned Settlor hereby certifies the following:

- 1. This Certificate of Trust relates to The Josephine Billups Montgomery Revocable Trust dated October 26, 2016
- 2. The name of the Settlor: Josephine Billups Montgomery
- 3. The name and addresses of the initial Trustee: Josephine Billups Montgomery

Hancock Bank (Upon death, resignation, or incompetence)

Josephine Billup Matgorery

The Trustees are outherized by the Declaration of Trust to call convey medical marteres manage

- 4. The Trustees are authorized by the Declaration of Trust to sell, convey, pledge, mortgage, manage, operate, control, transfer title, convert or allot trust property, including real and personal property.
- 5. The Declaration of Trust has not been revoked.

The undersigned hereby represent that the statements contained in this Certificate of Trust are true and correct, and that there are no other provisions in the Declaration of Trust or amendments to it that limit the powers of the Trustees so sell, convey, pledge, mortgage, manage, operate, control, transfer title, divide, convert or allot trust property, including real and personal property.

IN WITNESS WHEREOF, the undersigned has hereunto caused these presents to be executed on this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_, 2022.

Josephine Billups Montgomery

## ACKNOWLEDGEMENT

STATE OF

COUNTY OF

I, <u>Lauren Thompson</u>, a Notary Public, in and for said County in said State, hereby certify that <u>Josephine Billups Montgomery</u>, as <u>Settlor and Trustee</u> for The Josephine Billups Montgomery Revocable Trust dated October 26, 2016, 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 23<sup>rd</sup> day of <u>September</u>, 2022.

)

**NOTARY PUBLIC** 

My Commission Expires:

Lauren Storpe



## FOX LANE TR 9







## **Baldwin County Commission**

## **Agenda Action Form**

File #: 23-0456, Version: 1 Item #: CN8

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 1/3/2023

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. HW22014 - Fox Lane (Tract 11)

#### STAFF RECOMMENDATION

Take the following actions:

- 1) Accept 0.379 acres on Fox Lane (Tract 11) as a right-of-way donated to Baldwin County by Rebecca Lynn Hogg on September 26, 2022 (Instrument No. 2025526 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 September 26, 2022, the Baldwin County Highway Department accepted a right-of -way donation on Fox Lane from Rebecca Lynn Hogg.

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

Item #: CN8 File #: 23-0456, Version: 1

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 Rebecca Lynn Hogg and send copy to Tate Chalfant.

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

Contact:

Ms. Rebecca Lynn Hogg 10226 Fox Lane Lillian, Alabama 36549

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

Rebecca Lynn Hogg

Department of the Treasury

Internal Revenue Service

Identifying number

Sect	(or a gr	oup of similar i	tems) for	wh	nich	ı yo	วน	cla	im	ed	a	de	duc	ctic	on	of	\$5,	000	or	t in this section less. Also list p 000. See instruc	ub	licly traded
Par	t I Informa	tion on Dona	ted Prope	erty	/—	lf y	ou/	ne	ec	l m	ore	e s	ра	се	, at	tta	ch	a sta	iter	ment.		
1		ne and address of the nee organization	Э		hec	k th	onated property is a vehicle (see instructions), (												(c) Description and condition of donated property (For a vehicle, enter the year, make, model, and mileage. For securities and other property, see instructions.)			
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В						T	Τ	Τ		<u>[</u>		Τ	Τ	Τ	Τ							
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D						Т	Т	Т		[   		T	Т	Т	Т		П					
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Note	If the amount y	ou claimed as a	deduction	for	an	ite	m i	s \$	500	0 (	r le	ss,	yo	u c	lo r	not	ha	ve to	СО	mplete columns	(e),	(f), and (g).
	(d) Date of the contribution	(e) Date acquired by donor (mo., yr.)	<b>(f)</b> How by	/ acc		ed			<b>(g)</b> or a	Don djus				(				et valu ctions)				to determine ket value
Α																						
В																						
														1								
D E								_						1					_			
	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		tion on Dona																				
2 Note:	a Art* (colb Qualifier C Equipm d Art* (col	ntribution of less intings, sculptured rabilia, and other s clude coins, stam	0,000 or mo Contributions than \$20,0 s, watercolor similar objectors, books, g	ore) on 000 rs, p ts.	)) orint	ts, c	drav Iry,	e f g h wing	gs, o	O So C In Cera	ecu olle iteli ami mo	uriti ecti lec cs, rab	ies ible tua ant ilia,	s** I Pi iqu do	rop es,	ert dec	ora	ut not	ırts,	k	silve	household items er, rare manuscripts,
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	0.379 Acres for C	County Road ROV	V			V	ery	Go	od													
В																						
С		_																				
	(d) Date acquired by donor (mo., yr.)	<b>(e)</b> Ho	w acquired by	/ doi	nor					Doi adju				or	(g)	en	ter a	gain s imoun ived		(h) Amount claime as a deduction (see instructions)		(i) Date of contribution (see instructions)
_A_																						
В																				-		

Form 8283 (Rev. 11-2022) Page 2 Name(s) shown on your income tax return Identifying number Rebecca Lynn Hogg 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 September 26, 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

Bay Minette, Alabama 36507

Title Chairman

312 Courthouse Square, Suite 11

Authorized signature

Date

THIS INSTRUMENT PREPARED BY THE BALDWIN COUNTY HIGHWAY DEPARTMENT ROBERTSDALE, ALABAMA 36567

STATE OF ALABAMA )

COUNTY OF BALDWIN )

Project No. HW22014
Fox Ln

AFM from Carrier Dr S and East 2240'
05-63-02-04-0-000-033.000
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), Rebecca Lynn Hogg, a single woman, have this day bargained and sold, and by these presents do hereby GRANT, BARGAIN, SELL and CONVEY unto Baldwin County, Alabama, the following described property:

## Parcel 1 of 1:

A part of the Southeast Quarter the Southwest Quarter of Section 4, Township 8 South, Range 6 East, identified as Tract Number 11 on the Fox Ln, Project No. HW22014 in Baldwin County, Alabama and being more fully described as follows:

Commencing at a crimp top iron pipe found at the southeast corner of Lot 4, Hadley Oaks Subdivision as recorded on Slide 2653-B in the Office of the Baldwin County Judge of Probate, being in the Northwest Quarter of the Southwest Quarter of Regular Section 4, Township 8 South, Range 6 East, in Baldwin County, Alabama;

Thence N89°54'41"E a distance of 703.70 feet to the grantor's northwest property corner and being the Point of Beginning of the property herein to be conveyed;

Thence N89°54'08"E along the grantor's north property line a distance of 331.61 feet to the grantor's northeast property corner;

Thence S00°01'90"E along the grantor's east property line a distance of 50.00 feet to a point on the acquired right-of-way line (said point is offset 30.00 feet right of and perpendicular to project centerline at Station 33+20.22);

Thence S89°54'08"W along the acquired right-of-way line a distance of 331.60 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. 9/26/2022 3:09 PM TOTAL \$ 0.00 4 Pages



Thence N00°01'45"W along the grantor's west property line a distance of 50.00 feet to the Point of Beginning of the property herein conveyed and containing 0.379 acres, more or less.

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.

Rebecca Lynn Hogg

## **ACKNOWLEDGMENT**

STATE OF ALABAMA )
COUNTY OF BALDWIN )

I, Miranda k. Smith, a Notary Public, in and for said County in said State, hereby certify that Rebecca Lynn Hogg, 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 <u>Bloth</u> day of <u>September</u>, 2022.

**NOTARY PUBLIC** 

My Commission Expires:

Commission Expires:

August 2, 2023

GRANTEE'S ADDRESS:

# ACKNOWLEDGEMENT OF FUNDING, WAIVER OF RIGHTS TO APPRAISAL AND JUST COMPENSATION AND RIGHT-OF-ENTRY

# Fox Ln AFM from Carrier Dr S and East 2240' Project No. HW22014 Tract No. 11

I (We) the undersigned property owner(s) do hereby acknowledge that I (we) have been made aware of the fact that this project is not funded and could remain unfunded for some time.

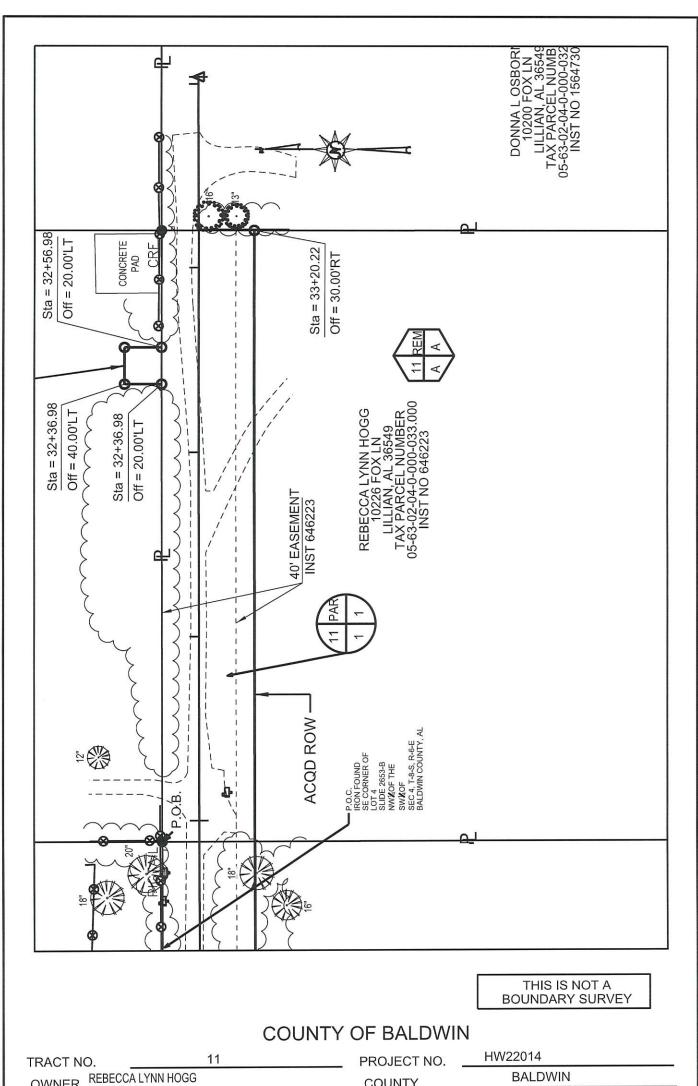
I (We) hereby acknowledge that I (we) have been made aware of my (our) rights to an appraisal and just compensation and in further consideration of the benefits accrued to my (our) property from the above-referenced project, I (we) do hereby waive my (our) rights to said appraisal and just compensation and grant right-of-entry for the construction of same.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the 26 day of 5EPTEM BEK, 2022.

Rebecca Lynn Hogg Rebecca Lynn Hogg

## ACKNOWLEDGMENT

TATE OF ALABAMA )
OUNTY OF BALDWIN )
I, Mromo L. Smith , a Notary Public, in and for said County in said State, ereby certify that Rebecca Lynn Hogg, whose name is, signed to the foregoing conveyance, and who is known on 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 <u>Alath</u> day of <u>Suptember</u> 2022.
NOTAR NOTARY PUBLIC
My Commission Expires: August 2, 2023
My Commission Expires:



TRACT NO	11							
OWNER REBECCA LYNN HO	OGG							
TOTAL ACREAGE	10.117							
R.O.W. REQUIRED	0.379							
PRESCRIPTIVE R.O.W.	N/A							
T.C.E. REQUIRED	N/A							
	9.738							
REMAINDER	011 00							

PROJECT N	O. HW22014	
COUNTY	BALDWIN	
SCALE: _	1"=50'	
DATE;	08-19-2022	
REVISED:	N/A	
SHEET: _	1 OF 1	
OTTLLT.		



## FOX LANE TR 11







## **Baldwin County Commission**

## **Agenda Action Form**

File #: 23-0457, Version: 1 Item #: CN9

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 1/3/2023

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. HW22014 - Fox Lane (Tract 12)

#### STAFF RECOMMENDATION

Take the following actions:

- 1) Accept 0.604 acres on Fox Lane (Tract 12) as a right-of-way donated to Baldwin County by Richard James Warriner on September 26, 2022 (Instrument No. 2025527 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 September 26, 2022, the Baldwin County Highway Department accepted a right-of -way donation on Fox Lane from Richard James Warriner.

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

Item #: CN9 File #: 23-0457, Version: 1

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 Richard James Warriner and send copy to Tate Chalfant.

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

Contact:

Mr. Richard James Warriner 10313 County Road 91 Lillian, Alabama 36549

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

Richard James Warriner

Identifying number

Sect	ion A. Donate (or a gro securitie	d Property of oup of similar es and certain	items) for	whice	ch y	ou (	clair	ned	ac	led	uct	tior	า of	\$5,0	000 or	less.	Also I	list pul	olicly traded	
Par		tion on Dona																		_
1		e and address of th nee organization	e		b) If donated property is a vehicle (see instructions), check the box. Also enter the vehicle identification number (unless Form 1098-C is attached).											(c) Description and condition of donated property (For a vehicle, enter the year, make, model, and mileage. For securities and other property, see instructions.)				
Α					1		П	_		T		1	T							
В					+					+		_	<del>_</del>							
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E Note:	: If the amount yo	ou claimed as a	deduction	for a	l an it	em i	 s \$5	00.0	r les	28 /	/011	do	not	hav	e to co	mnlet	te colu	mns (e)	(f) and (d)	_
11010	(d) Date of the contribution	(e) Date acquired by donor (mo., yr.)	(f) How		uired		(9	g) Doi	nor's	cost	t	(h)	Fair	marke	et value tions)	Про	(i) Met	thod used	to determine rket value	
Α																				
В																				
С																				_
D E																				_
	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		tion on Dona																		
2	Check the box				oert	y do				_										
	<b>b</b> Qualified	tribution of \$20 Conservation					f	<ul><li>✓ C</li><li>☐ S</li><li>☐ C</li></ul>	Secu	ritie	es		ate			j 🗌	Vehicl Clothi Other	ng and	household item	ıS
		tribution of less	s than \$20,0	000)			g   h		ntelle				per	ty		<b>`</b> □	Other			
Nata	* Art includes paintings, sculptures, watercolors, prints, drawings, ceramics, antiques, decorative arts, textiles, carpets, silver, rare manuscripts historical memorabilia, and other similar objects.  ** Collectibles include coins, stamps, books, gems, jewelry, sports memorabilia, dolls, etc., but not art as defined above.  Note: In certain cases, you must attach a qualified appraisal of the property. See instructions.																			
Note:	In certain cases	, you must atta	ch a qualifi	ed a	ppr	aisai	of tr	пе р	rope	erty.	. Se	e II	nstr	uctic	ns.				I	
3	3 (a) Description of donated property (if you need more space, attach a separate statement)																(c) Appraised fair market value			
Α	A 0.604 Acres for County Road ROW				Very	Goo	d													
В																				_
С												_								_
	(d) Date acquired by donor (mo., yr.)	<b>(e)</b> Ho	w acquired by	donc	or			(f) Do adji	onor's usted			(			gain sales nount ved	а	Amount on the second se	ıction	(i) Date of contribution (see instructions)	1
Α												$\perp$								_
В																				

Form 8283 (Rev. 11-2022) Page 2 Name(s) shown on your income tax return Identifying number Richard James Warriner 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 September 26, 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

Bay Minette, Alabama 36507

Title Chairman

312 Courthouse Square, Suite 11

Authorized signature

Date

THIS INSTRUMENT PREPARED BY THE BALDWIN COUNTY HIGHWAY DEPARTMENT ROBERTSDALE, ALABAMA 36567

STATE OF ALABAMA )

COUNTY OF BALDWIN )

Project No. HW22014
Fox Ln
AFM from Carrier Dr S and East 2240'
05-63-02-04-0-000-016.000
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), **Richard James Warriner**, a unmarried man, conveying property not part of his 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:

## Parcel 1 of 1:

A part of the Northwest Quarter the Southwest Quarter of Section 4, Township 8 South, Range 6 East, identified as Tract Number 12 on the Fox Ln, Project No. HW22014 in Baldwin County, Alabama and being more fully described as follows:

Commencing at a crimp top iron pipe found at the southeast corner of Lot 4, Hadley Oaks Subdivision as recorded on Slide 2653-B in the Office of the Baldwin County Judge of Probate, being in the Northwest Quarter of the Southwest Quarter of Regular Section 4, Township 8 South, Range 6 East, in Baldwin County, Alabama, and being the Point of Beginning of the property herein to be conveyed;

Thence N00°03'34"E along the acquired right-of-way line, also being the grantor's west property line, a distance of 329.47 feet to the grantor's northwest property corner;

Thence N89°44'38"E along the grantor's north property line a distance of 40.00 feet to the grantor's northeast property corner;

Thence S00°02'01"W along the grantor's east property line a distance of 659.56 feet to the grantor's southeast property corner;

Thence S89°44'38"W along the grantor's south property line a distance of 40.00 feet to the Point of Beginning of the property herein conveyed and containing 0.604 acres, more or less.

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. 9/26/2022 3:10 PM Total \$ 0.00 5 Pages



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.

> Mark Warriner, as Authorized Agent for Richard J. Warriner (aka Richard James Warriner) by Durable Power of Attorney dated February 11, 2022

Richard James Warriner

## ACKNOWLEDGMENT

STATE OF ALABAMA )
COUNTY OF BALDWIN )

I, Lower Thompson, a Notary Public, in and for said County in said State, hereby certify that Mark Warriner, whose name as Authorized Agent for Richard J. Warriner (aka Richard James Warriner) by Durable Power of Attorney dated February 11, 2022, 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 24 day of September, 20

NOTARY PUBLIC

Commission Expires:

LAUREN THOMPSON

My Commission Expires

January 3, 2024

# ACKNOWLEDGEMENT OF FUNDING, WAIVER OF RIGHTS TO APPRAISAL AND JUST COMPENSATION AND RIGHT-OF-ENTRY

# Fox Ln AFM from Carrier Dr S and East 2240' Project No. HW22014 Tract No. 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.

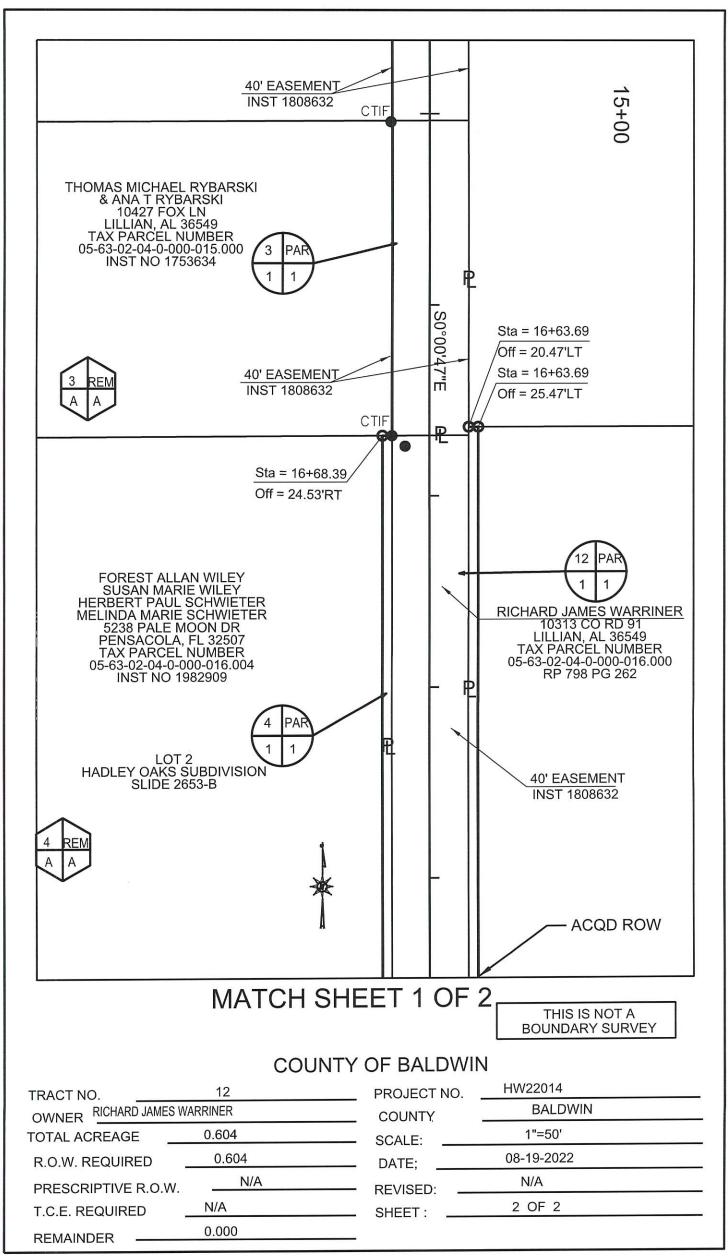
ACKNOWLEDGMENT

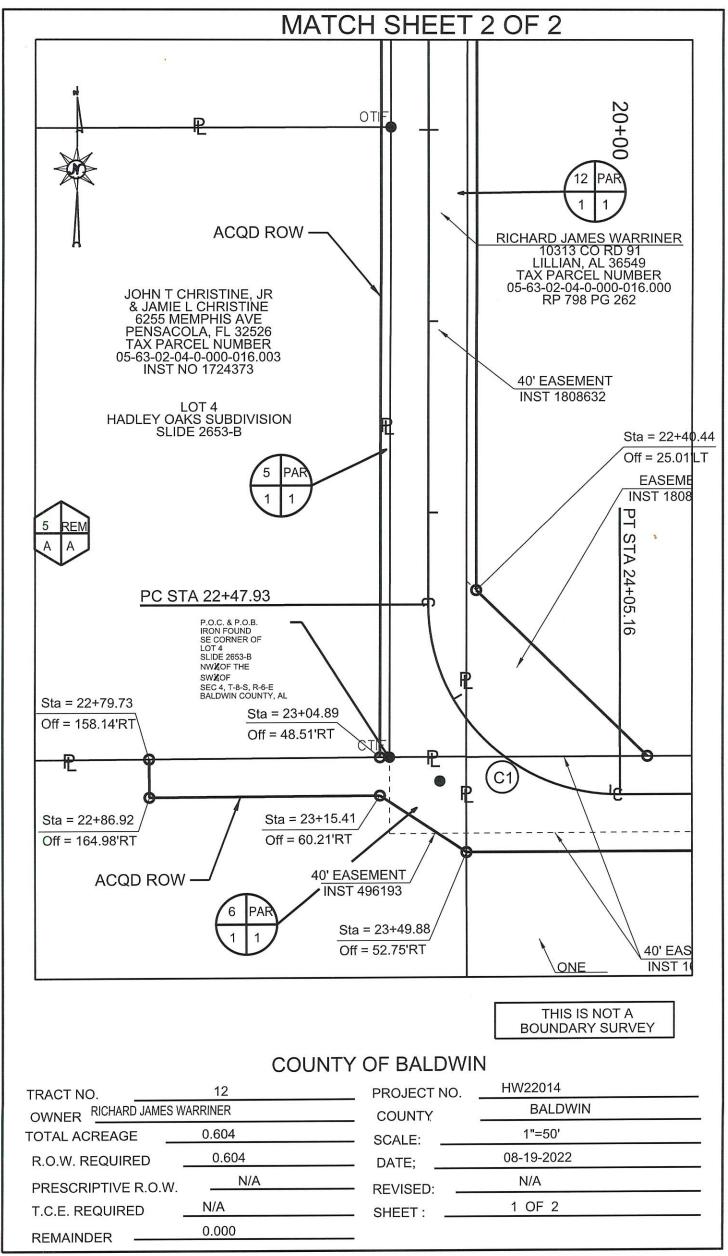
STATE OF ALABAMA )

COUNTY OF BALDWIN )
I, Lauren Thompson , a Notary Public, in and for said County in said State, hereby certify that Mark Warriner, whose name as Authorized Agent for Richard J. Warriner (aka Richard James Warriner) by Durable Power of Attorney dated February 11, 2022, 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 26th day of September 2022.

My Commission Expire

Lauren Sh







## FOX LANE TR 12







## **Baldwin County Commission**

## **Agenda Action Form**

File #: 22-0617, Version: 1 Item #: CN10

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 1/3/2023

Item Status: New

From: Joey Nunnally, P.E., County Engineer Tyler Mitchell, P.E., Construction Manager

Submitted by: Halley Dixon, Operation Support Specialist II

## ITEM TITLE

Case No. S-20047 (SFP22-000015) - Kipling Meadows Phase Two - Road Acceptance

#### STAFF RECOMMENDATION

Take the following actions regarding Subdivision Case No. S-20047 (SFP22-000015) - Kipling Meadows Phase Two in Maintenance Area 300:

1) Accept the following subdivision roads for maintenance and authorize said roads to be added to the County Maintenance Road List:

Road Name	<u>Length</u>	Asphalt Width
Mandalay Circle	1,495 ft	20 ft
Leander Avenue	435 ft	20 ft

- 2) Approve and authorize the Chairman to execute the Subdivision Roadway and Drainage Improvement Acceptance Agreement with Turnberry Development 2016 LLC and Ammons & Blackmon Construction LLC; and
- 3) Accept the Surety Document from Fidelity and Deposit Company of Maryland on behalf of Ammons & Blackmon Construction, LLC, in the amount of \$172,816.90 to guarantee the workmanship and materials of the roadways and drainage improvements within the public rights-ofway as shown on the approved Final and "As-Built" construction plans.

### BACKGROUND INFORMATION

Previous Commission action/date: N/A

**Background:** On November 3, 2022, the Baldwin County Highway Department approved the Final and "As-Built" construction plans for Kipling Meadows Phase Two (County Case No. S-20047) located in Foley. The required improvements have been inspected and are in accordance with the Subdivision Regulations.

Item #: CN10 File #: 22-0617, Version: 1

The Baldwin County Subdivision Regulations, Article §7.42 - Maintenance Surety Document, requires the following:

- a) Acceptance of Maintenance Surety Document. The surety document must first be reviewed by the County Engineer and Chief Legal Counsel, and then accepted and approved by the County Commission;
- b) Value of Maintenance Surety Document. The maintenance surety shall be of an amount equal to or greater than 40 percent of the cost (Itemized Engineer's Cost Estimate) of the full construction of the required roadway and drainage improvements within the public rights-of-way, including but not limited to grading, paving of the streets, and installation of stormwater structures. When the County Engineer identifies potential problems, conditions or reasons for further protection of the County and public funds a greater amount may be required by the County Engineer;
- c) Term of Maintenance Surety Document. A maintenance surety document must state that it is "valid for a period of time" as prescribed in the Subdivision Roadway and Drainage Improvement Acceptance Agreement. A twenty-four (24) month warranty period will begin to run upon the occurrence of both of the following (a) the County Commission votes in the affirmative to accept for maintenance the roadway and drainage improvements, within the public rights-of-way; and (b) the maintenance surety document in acceptable form is delivered to the Baldwin County Commission.

Notwithstanding the above requirements, this warranty period shall be automatically extended in the event that an invoice has been sent to the Owner and the time of the subject invoice conflicts with, of the necessary repairs extend beyond, the final date of the twenty-four (24) month warranty period. In such event, said maintenance surety document shall remain in full effect until the Baldwin County Commission releases said surety document following the fulfillment of all obligations to the Baldwin County Commission as required by the Subdivision Roadway and Drainage Improvement Acceptance Agreement.

The value and terms of the surety have been reviewed by Highway Department Staff and are consistent with the requirements of the Baldwin County Subdivision Regulations (See attached Cost Estimate).

## FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

### LEGAL IMPACT

Item #: CN10 File #: 22-0617, Version: 1

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

Reviewed/approved by: N/A

**Additional comments:** Standard agreement used as previously approved by Brad Hicks, County

Attorney (approved 01/09/2020) los

## ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

## **FOLLOW UP IMPLEMENTATION**

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

Individual(s) responsible for follow up: Administration Staff have Commission Chairman and County Administrator execute Subdivision Roadway Acceptance Agreement and return signed document to Halley Dixon (Highway Department). Appropriate Highway Department Personnel will be notified to begin maintenance.

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

Please send correspondence to:

Contact:

Mr. William Rance Reehl Owner, Managing Member Turnberry Development 2016 LLC 24190 US Highway 98 Suite B Fairhope, Alabama 36532

Additional instructions/notes: N/A

#### BALDWIN COUNTY COMMISSION

# SUBDIVISION ROADWAY AND DRAINAGE IMPROVEMENT ACCEPTANCE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, THIS AGREEMENT (hereinafter referred to as "AGREEMENT"), entered into by and between <u>TURNBERRY DEVELOPMENT 2016 LLC. & AMMONS & BLACKMON CONSTRUCTION LLC.</u> (Owner, Developer and Contractor jointly and severally known as the "OWNER"), and the Baldwin County Commission (hereinafter called the "COUNTY COMMISSION") all collectively known as the "PARTIES".

#### WITNESSETH:

WHEREAS the rights-of-way of Killocated in Baldwin County, Alabam (Exhibit C) as recorded with the B. 9th day of December	na were dedicated to public us aldwin County Judge of Proba	e by the OWNER on the te on Slide No. <u>2866-F</u>	on the
WHEREAS the OWNER further w following public rights-of-way are to include minimum standards specified Regulations, and that they are free encumbrances (see also Exhibit E	complete and are in compliance ecified by, without limitation, the e from known defects and are	e with all Federal, State e Baldwin County Subdi	and local laws vision
Roadway Name MANDALAY CIRCLE LEANDER AVENUE	Centerline Length of Roadway (feet) 1495 435	Asphalt Width (feet) 20 20	Curbing Y/N Y

(list all subject roads/rights-of-way separately); and

WHEREAS the OWNER hereby agrees that in consideration of the COUNTY COMMISSION accepting the said roadways and drainage improvements for maintenance, a maintenance surety document (Exhibit B) has been provided to the Baldwin County Commission in an amount determined by the County Engineer and not less than 40% of the "Engineer's Itemized Cost Estimate of Construction" (Exhibit A) of the roadways and drainage improvements within the said rights-of-way; and

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

- 1. <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.

- 3. <u>OWNERSHIP</u>. 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. <u>MAINTENANCE PERIOD</u>. The subject maintenance period and term of this AGREEMENT begins upon the date in which all PARTIES fully approve and execute the same and shall extend for a period of twenty-four (24) months therefrom (twenty-four (24) month period).
- 5. COUNTY ENGINEER SOLE AUTHORITY. The County Engineer, or his designee, shall have the sole and final authority to interpret and/or determine, without limitation, the existence and nature of defects and deficiencies within any right-of-way subject hereto; furthermore, the County Engineer, or his designee, shall have the sole and final authority to interpret and/or determine the sufficiency of any conducted repairs and/or improvements required within any rights-of-way subject hereto. The interpretations and determinations of the County Engineer, or his designee, hereunder shall be final.
- 6. SURETY REQUIREMENTS. The OWNER has filed with the COUNTY COMMISSION a Maintenance Bond, Irrevocable Standby Letter of Credit, or other approved form of surety document (Exhibit B) in the amount of \$\_172,816.90 \_\_\_\_\_ made payable to the Baldwin County Commission on behalf of Ammons & Blackmon Construction LLC.(name of Principal as shown on surety document). This surety document shall cover the cost of any repair work required by the County Engineer within the subject right(s)-of-way associated to the repair of deficiencies or defects that occur as a result of, without limitation, defective materials and/or faulty workmanship, except for general wear and tear. In any event that said surety document conflicts with this AGREEMENT, then this AGREEMENT shall prevail.

If at any time during the twenty-four (24) month maintenance period, should the improvements, subject to this agreement, be in need of repairs as determined by County Engineer in his sole discretion, the following procedure should be followed:

- 1. The repairs will be made by the Baldwin County Highway Department or other entity as determined by Baldwin County.
- 2. The OWNER will be sent an itemized invoice of the said repairs and given the opportunity to immediately reimburse the COUNTY COMMISSION for the cost of said repairs.
- 3. If the OWNER does not reimburse the COUNTY COMMISSION for said repairs within 30 days from the date of the invoice or before the end of the 24-month maintenance period (whichever comes first), then the PARTIES understand that the COUNTY COMMISSION will be authorized to collect from the Surety.
- 4. Notwithstanding anything written or implied herein to the contrary, said 24-month period shall be automatically extended in the event that an invoice has been sent to the OWNER and the time of the subject notice conflicts with, or the necessary repairs extend beyond, the final date of the 24-month period. In such event, said surety document shall remain in full effect until the COUNTY COMMISSION or its designee releases the same following the respective repairs.
- 5. Notwithstanding anything herein written or implied, the COUNTY COMMISSION retains all remedies at law to collect for any costs incurred to correct said repairs, and in the event that the County is unable to collect said costs from the Surety, then the OWNER shall be liable for all invoiced costs.
- B. If the County Engineer considers the roadways and drainage improvements in good repair at the end of the twenty-four (24) month maintenance period, then the County Engineer will recommend that the COUNTY COMMISSION release the surety document back to the OWNER.
- 7. <u>ENTIRE AGREEMENT</u>. This AGREEMENT constitutes the entire agreement of the PARTIES with respect to the subject matter hereof and supersedes all prior and contemporaneous writings, understandings, sketches, drawings, plans, agreements, representations, whatsoever, whether express or implied.
- 8. <u>SEVERABILITY</u>. In the event that any provision of this AGREEMENT shall be held invalid or unenforceable by a recognized authority or any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision contained herein.
- 9. <u>NON-ASSIGNABILITY</u>. 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. <u>HOLD HARMLESS</u>. 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. <u>NO AGENCY CREATED</u>. It is neither the express nor the implied intent of the OWNER or the COUNTY COMMISSION to create an agency relationship pursuant to this AGREEMENT; therefore, the OWNER does not in any manner act on behalf of the COUNTY COMMISSION and the creation of such a relationship is prohibited and void.
- 14. WARRANTIES AND REPRESENTATIONS. The execution and delivery of this AGREEMENT have been duly authorized by all necessary actions of COUNTY COMMISSION and OWNER.

This AGREEMENT has been duly executed and delivered by, and constitutes the valid and binding obligation of, all parties and is enforceable against them in accordance with the respective terms contained herein.

The execution, delivery and performance of the various parts to this AGREEMENT shall not violate any State, federal, local law, ordinance, order, writ, injunction, decree, or regulation of any court, or conflict with any other obligation of the PARTIES hereto.

- 15. GOVERNING LAW. This AGREEMENT shall be deemed to have been made in the State of Alabama. The validity of the same, its construction, interpretation, enforcement and the rights of the PARTIES hereunder, shall be determined under, governed by and construed in accordance with the substantive laws of the State of Alabama, without giving effect to any choice of law provisions arising there under.
- 16. <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: TURNBERRY DEVELOPMENT 2016 LLC.

Address: 24190 US Highway 98 Suite B

Fairhope, AL 36532

Telephone Number: 251.454.2111

DEVELOPER: TURNBERRY DEVELOPMENT 2016 LLC.

Address: 24190 US Highway 98 Suite B

Fairhope, AL 36532

Telephone Number: 251.454.2111

CONTRACTOR: <u>AMMONS & BLACKMON CONSTRUCTION LLC.</u>

Address: 9695 Stagecoach Commercial Park Circle

Spanish Fort, Al 36527

Telephone Number: 251.379.4592

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)

TURNBERRY DEVELOPMENT 2016 LLC.
Owner Company Name
Mance Reehl /
OWNER-(print) / Title
/ 10-11-22
OWNER (signature) /Date
STATE OF ALABAMA COUNTY OF BALDWIN
I, Selah Dryer , Notary Public in and for said County, in said State, hereby certify that Rance Rech (individual's name), whose name as member is
signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the content of the instrument, and as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.
GIVEN under my hand and official seal this 12 th day of October, 20 22.  Solah Commission expires 03/02/2026
NOTARY PUBLIC
TURNBERRY DEVELOPMENT 2016 LLC.  Developer Company Name
Rance Reehl
DEVELOPER-(print) / Title
Kare lell /10-11-22
DEVELOPER (signature) /Date
STATE OF ALABAMA COUNTY OF BALDWIN
I, Selah Dryer , Notary Public in and for said County, in said State, hereby certify that Rance Rech! (individual's name), whose name as hem key.
signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the content of the instrument, and as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.
GIVEN under my hand and official seal this 12th day of October, 20 22.
NOTARY PUBLICO  Commission expires 03/00/2004

## **Contractor Company Name**

<b>AMMONS &amp; BLACKMON CONSTRUCTION</b>	LLC. /
CONTRACTOR-(print)	/ Title
/////	1. 1.0 / 2077
CONTRACTOR (signature)	1 /0/12/2022
CUNTRACTOR (signature)	Date
STATE OF ALABAMA COUNTY OF BALDW	'IN
Solah Dollar	N. ( - D. I.) I. ( 1. 0 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1.
	Notary Public in and for said County, in said State,(individual's name), whose name as
Member	, is
signed to the foregoing instrument, and who is	known to me, acknowledged before me on this day that,
	nt, and as such officer and with full authority, executed
the same voluntarily for and as the act of said	
GIVEN under my hand and official seal this	12th day of October 20 22
in a land of the control of the cont	, 20 <u>00</u> .
Slahle 0/2/200	16 Commission expires
NOTARY PUBLIC ()	,
Baldwin County Commission	
Baldwin County Commission Chairman	/ Date
Baldwill County Commission Chairman	/ Date
ATTEST:	
	1
County Administrator	/ Date
v. <del>■</del>	



## **EXHIBIT "A"** KIPLING MEADOWS PHASE TWO ENGINEER'S ITEMIZED COST ESTIMATE OF CONSTRUCTION

ITEM NO.	DESCRIPTION	PLAN QTY.	UNIT	UNIT PRICE	CONTRACT AMOUNT
GRADING	& DRAINAGE	1.			
. 1	18" REINFORCED CONCRETE PIPE, CLASS 3	178	LF	35.00	6,230.00
2	24" REINFORCED CONCRETE PIPE, CLASS 3	743	LF	44.65	33,174.95
3	30" REINFORCED CONCRETE PIPE, CLASS 3	756	LF	63.80	48,232.80
4	TYPE S-1 INLET	2	EA	4,300.00	8,600.00
5	TYPE S-2 INLET	13	EA	5,000.00	65,000.00
6	DRAINAGE JUNCTION BOX	1	EA	3,400.00	3,400.00
		SUB-TOTA	L ROADS &	DRAINAGE:	164,637.75
ROADWAY	'S				
7	GRANULAR SAND SUB-BASE MATERIAL, 24" THICK	5,405	SY	7.50	40,537.50
8	GRANULAR SAND SUB-BASE MATERIAL, 36" THICK	675	SY	11.00	7,425.00
9	LOWER SAND / CLAY BASE MATERIAL, ALDOT 301-A, TYPE A, 4" THICK	5,667	SY	2.00	11,334.0
10	UPPER SAND / CLAY BASE MATERIAL, ALDOT 301-A, TYPE A, 4" THICK	5,844	SY	4.25	24,837.00
11	PRIME COAT, ALDOT 401-A, TYPE A, 0.25 GAL/SY	4,219	SY	1.20	5,062.80
12	BITUMINOUS CONCRETE BINDER LAYER, ALDOT 424-B, 165 LBS/SY	4,219	SY	9.76	41,177.4
13	TACK COAT, ALDOT 405, 0.10 GAL/SY	4,219	SY	0.60	2,531.4
14	BITUMINOUS CONCRETE WEARING SURFACE, ALDOT 424-A, 110 LBS/SY	4,219	SY	7.15	30,165.8
15	30" COMBINATION CURB	3,721	LF	13.50	50,233.50
16	CONCRETE SIDEWALK, 5' WIDE (ADJACENT TO AND WITHIN COMMON AREAS ONLY)	455	LF	25.00	11,375.0
17	CONCRETE SIDEWALK, 5' WIDE (ADJACENT TO LOTS)	1,545	LF	25.00	38,625.0
18	CONCRETE HANDICAP RAMP	6	EA	550.00	3,300.00
19	SPEED LIMIT SIGN W/POST	2	EA	275.00	550.00
20	STOP SIGN W/POST	1	EA	250.00	250.0
		SUB-TOTA	AL ALDOT R	OADWAYS:	267,404.4
				TOTAL:	432,042.24



## **EXHIBIT "A"** KIPLING MEADOWS PHASE TWO ENGINEER'S ITEMIZED COST ESTIMATE OF CONSTRUCTION

I certify the above estimate to be true and correct to the best of my knowledge.

Baldwin County requires a 2year maintenance bond at 40% of the total: \$ 172,816.90.

Sincerely,

Dewberry Engineers Inc.

Jason N. Estes, PE

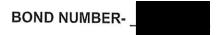
Associate Vice President Business Unit Manager

JNE/ck



**STAMP** 

# EXHIBIT "B" MAINTENANCE BOND



KNOWN ALL MEN BY THESE PRESENTS, That we: <u>AMMONS &amp; BLACKMON CONSTRUCTION LLC.</u>
, (Contractor or Owner) as Principal, and <u>Fidelity and Deposit Company of Maryland</u> , (Surety) a
corporate of the State of <u>Maryland</u> , as surety, are held and firmly bound unto: <b>BALDWIN</b>
COUNTY COMMISSION, BALDWIN COUNTY, ALABAMA in the sum of \$172,816.90, lawful money of
the United States of America, to be paid to the said: BALDWIN COUNTY COMMISSION, BALDWIN
County, Alabama its certain attorney or assigns, to which payment well and truly to be made we do bind
ourselves, our heirs, executors, administrators, successors and assigns, and every one of them, jointly
and severally, firmly be these presents.
IN TESTIMONY WHEREOF, The said Principal has hereunto set his hand and seal, and said
Surety has caused its corporate seal to be hereunto affixed, duly attested by its Attorney-in-Fact this
day of, 20
WHEREAS, The said Principal did enter into a contract entitled Subdivision Roadway Drainage
Improvement Acceptance Agreement (the "Agreement") with the said BALDWIN COUNTY
COMMISSION, BALDWIN COUNTY, ALABAMA for KIPLING MEADOWS PHASE 2 (Name of
Development) and in said Agreement is required to maintain the said work in good condition for a period
of two years from the date the Baldwin County Commission votes in the affirmative to accept for
maintenance the roadway and drainage improvements made the subject of the Agreement.
maintenance the readway and drainage improvements made the subject of the Agreement.
NOW THE CONDITION OF THIS OBLIGATION IS SUCH, That if the Principal shall well and truly, at the request of the said Obligee, or its proper representative or representatives, maintain
the said work in good condition. The term of the bond extends 24 months beyond the full
execution of the Agreement including any necessary extensions during repair periods.
Attest: Contractor: AMMONS, & BLACKMON CONSTRUCTION LLC.  By: Chad Ammons, Member  Surety: Fidelity and Deposit Company of Maryland
COUNTERSIGNED:
Bohn winh By: Chutph V. Yu
Barbara Winton Christopher T. Thomas, Attorney-in-Fact

 $Form\ Date\ 01/09/2020-Subdivision\ Roadway\ and\ Drainage\ Improvement\ Acceptance\ Agreement$ 

# ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint John T. THOMAS, JR., Christopher T. THOMAS and Maria A. DAVISON, all of Daphne, Alabama, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 14th day of May, A.D. 2020.







ATTEST: ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray Vice President

Dawn & Brown

By: Dawn E. Brown Secretary

State of Maryland County of Baltimore

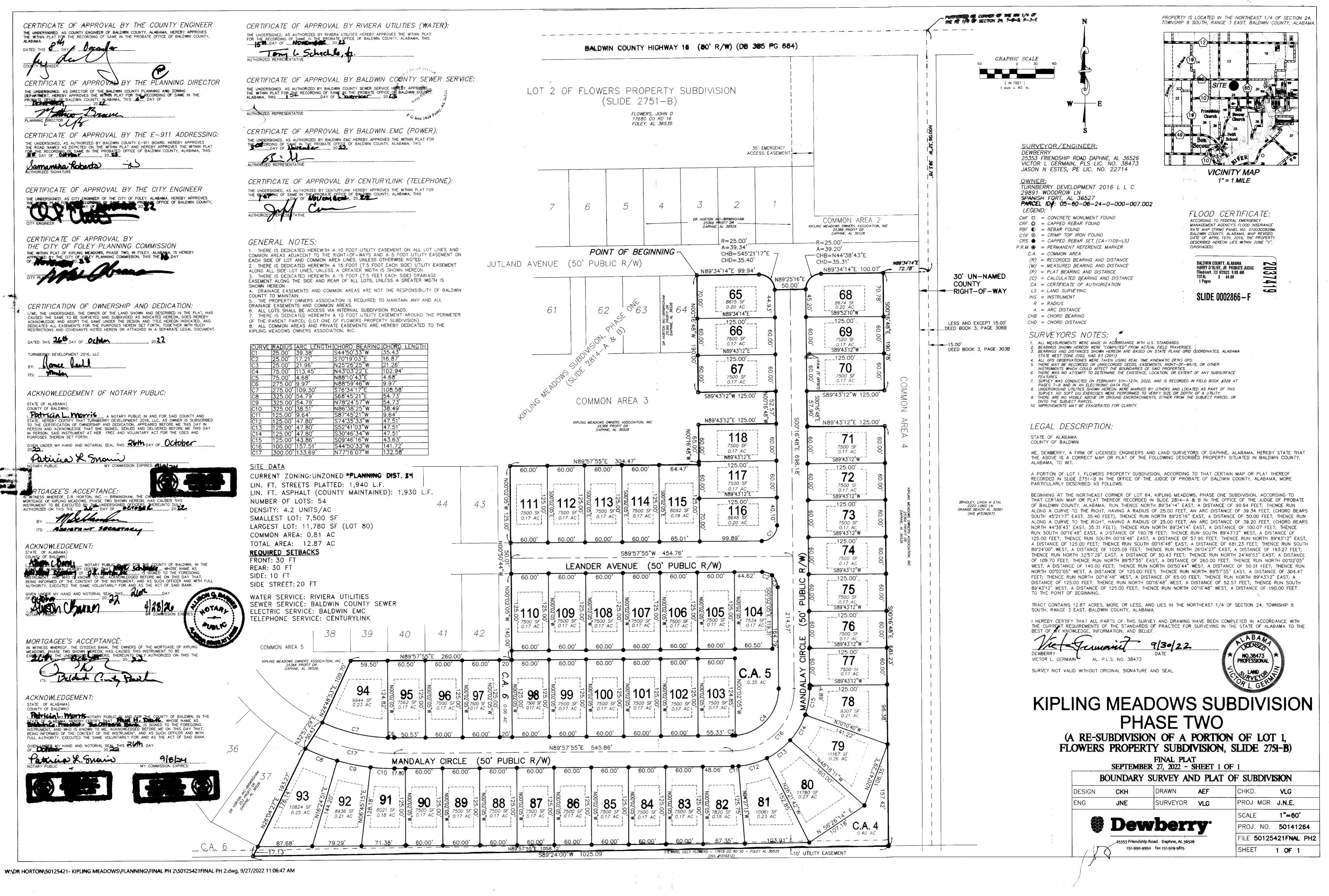
On this 14th day of May, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D.**Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public My Commission Expires: July 9, 2023

Constance a. Dunn



# EXHIBIT "D" CERTIFICATION OF IMPROVEMENTS FOR SUBDIVISIONS

Chairman
Baldwin County Planning & Zoning Commission Post
Office Box 220
Silverhill, Al. 36576

In accordance with the requirements of Section 8.2 of the *Baldwin County Subdivision Regulations*, I hereby certify to the following with respect to

## KIPLING MEADOWS PHASE TWO Subdivision

- 1) all required improvements are complete;
- 2) all improvements are in compliance with the minimum standards specified by the Baldwin County Planning & Zoning Commission and the Baldwin county Commission for their construction;
- 3) I know of no defects from any cause in these improvements, and;
- 4) all improvements are free and clear of any encumbrance or lien.

Jason N. Estes, PE	22714
Project/Engineer Name	Registration Number
Jana All	10-10-22
Project Engineer Signature	Date
TURNBERRY DEVELOPMENT 2016 LLC.	
Sub-divider Name	
Karre Rell	10-10-22
Sub-divider (Developer), Signature	Date
ST. CENSE A	
**	
No. 22714 = PROFESSIONAL =	
in the second	
THE WORLD	
N. E.	
1/////////	

Robertsdale Office:

22251 Palmer Street Robertsdale, AL 36567 251.580.1655 Foley Office: 201 East Section Avenue Foley, AL 36535

251.580.1655

December 6, 2022

Joey Nunnally, P.E. County Engineer

Subject: SFP22-000015, Kipling Meadows Phase 2 - Final Plat (S-20047)

Dear Mr. Nunnally:

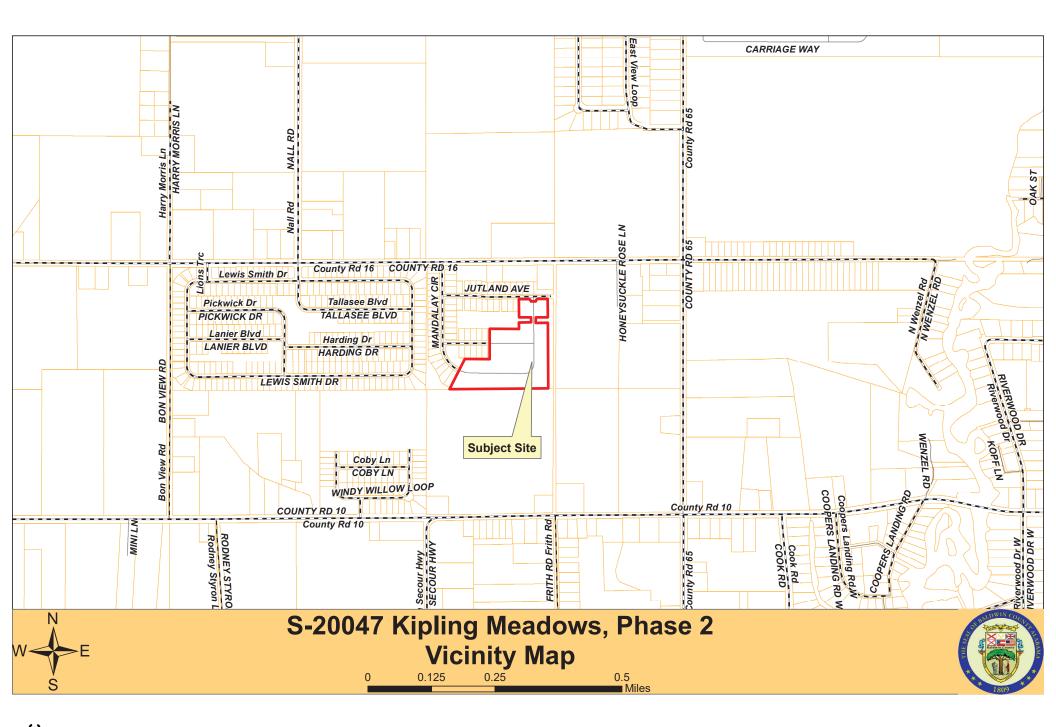
The Final Plat of the above referenced development has been reviewed for compliance with the *Baldwin County Subdivision Regulations*. The development meets all requirements of the Baldwin County Subdivision Regulations.

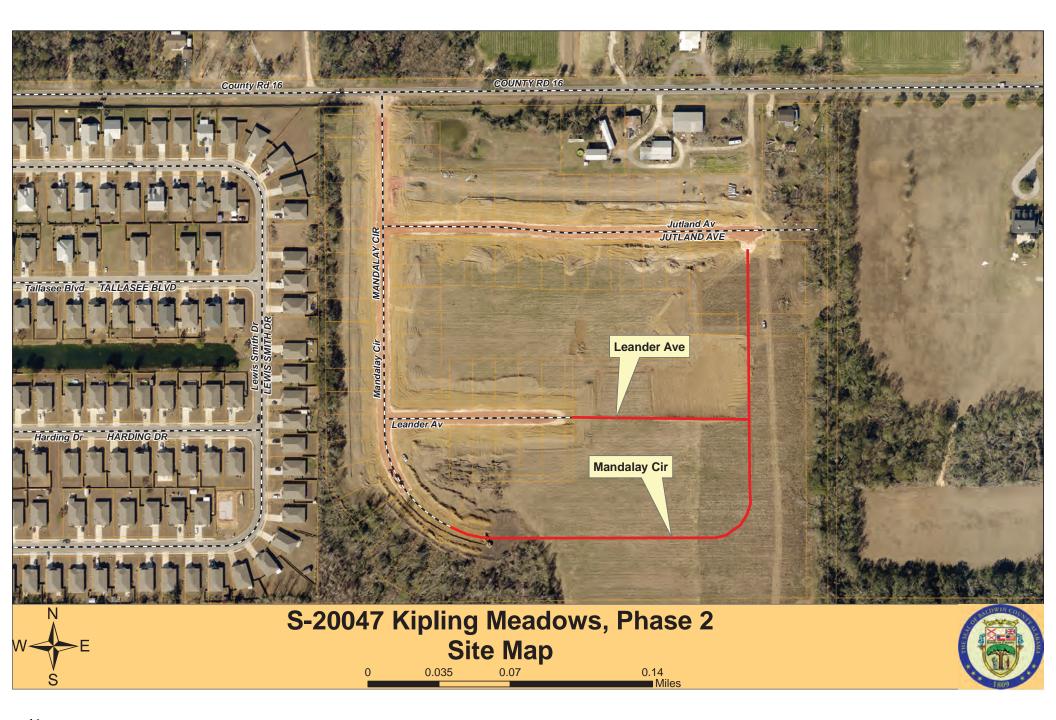
Mary Booth

Subdivision Coordinator

Mary Booth

Cc: file







# **Baldwin County Commission**

## Agenda Action Form

File #: 23-0411, Version: 1 Item #: CN11

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 1/3/2023

Item Status: New

From: Joey Nunnally, P.E. County Engineer

Seth Peterson, P.E., Pre-Construction Manager

Submitted by: John Sedlack, Design Tech III

#### ITEM TITLE

County Road 64 at Baldwin Beach Express Intersection Improvement Project - Design Services

#### STAFF RECOMMENDATION

Take the following actions:

- 1) Waive Baldwin County Commission Policy #9.10 Engineering and Survey Services; and
- 2) Approve on-call consultant Thompson Engineering to perform design services for the County Road 64 at Baldwin Beach Express Intersection Improvement Project with design fees not to exceed \$170,500.00.

#### **BACKGROUND INFORMATION**

#### Background:

The Highway Department has selected Thompson Engineering to perform design services for the County Road 64 and Baldwin Beach Express Intersection Improvement Project. The proposed fee of \$170,500.00 exceeds the Commission Policy #9.10 Engineering and Survey Services on-call limit of \$100,000.00.

#### Previous Commission action/date:

December 20, 2022 - Adopted Resolution #2023-035 and approved a Construction Funding Agreement between the Baldwin County Commission and the Alabama Department of Transportation (ALDOT) for the County Road 64 at Baldwin Beach Express Intersection Improvements Project. (This agreement shall be effective upon full execution and shall be in effect until the project and reimbursements are completed.)

March 15, 2022 - Authorized the Highway Department to submit an application and documentation for a grant under the Federal Highway Administration - Highway Safety Improvement Program (HSIP) for a proposed Alternate Intersection Design (R-Cut) at County Road 64 and Baldwin Beach Express; and authorized the Chairman to execute a letter of intent and any other grant related documents as required.

Item #: CN11 File #: 23-0411, Version: 1

#### **FINANCIAL IMPACT**

Total cost of recommendation: \$170,500.00

Budget line item(s) to be used: HW22144.1PRECN.1CONTRSRV.1CONTRACT

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

N/A

#### LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

#### ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

#### **FOLLOW UP IMPLEMENTATION**

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

#### Individual(s) responsible for follow up:

Highway Department will issue a Notice to Proceed to Thompson Engineering to begin design services.

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

Additional instructions/notes: N/A

COMMISSION POLICY	POLICY #9.10							
	SUBJECT: Engineering and Survey Services							
	<b>DATE ADOPTED</b> February 19, 2008	PAGE (BCC MINUTES) Page 26						
	OBSOLETE VERSIONS DATE ADOPTED March 7, 2002	(Can be found in the Inactive Policy Book.)  PAGE (BCC MINUTES)  Book 29, pg. 254						

#### **POLICY STATEMENT**

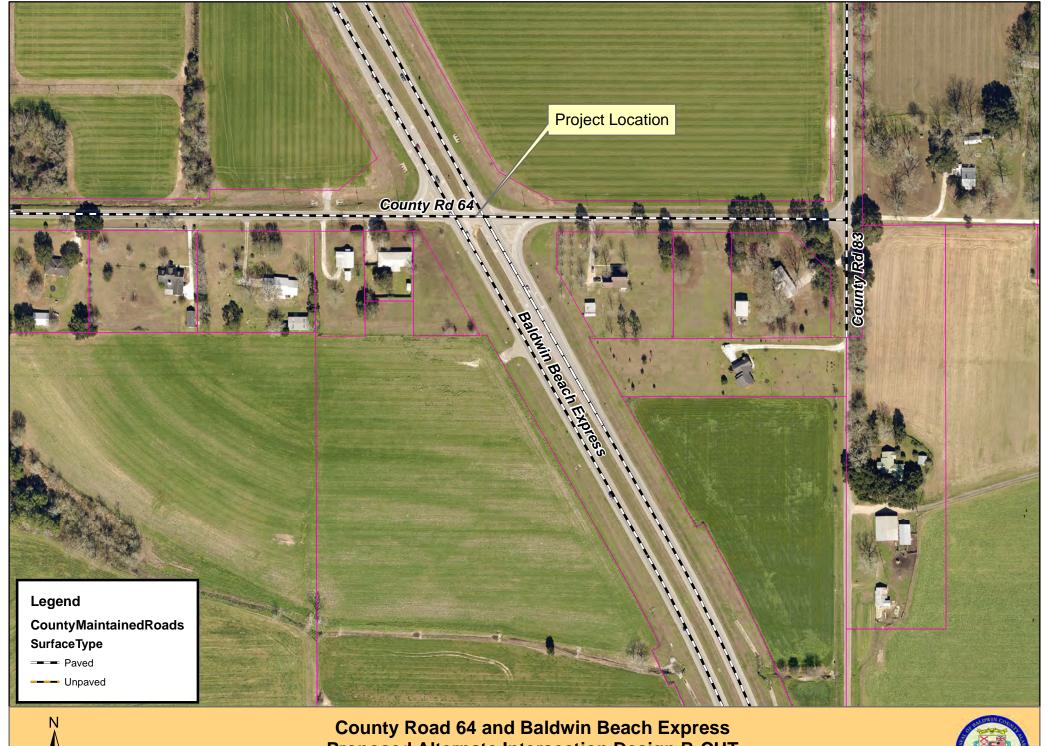
This policy establishes a uniform method for the acquisition of engineering and related services (surveying, geotechnical, etc.) for all Highway Department projects. This policy will allow the County Engineer to negotiate and initiate contracts and services in a more timely and efficient manner to expedite needed County engineering projects.

#### PROCEDURAL REQUIREMENT

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

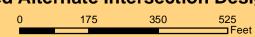
- 1. Estimated and budgeted services costs are less than or equal to \$100,000.00 (as estimated by County Engineer, and as budgeted in the current fiscal-year budget).
  - a) County Engineer selects a qualified consultant from an established list of "On-Call" contract consultants approved by the Commission. The consultant list and the "On-Call" contracts may be approved annually by the Commission or as desired. The County Engineer executes necessary work orders and notices to proceed, as provided by the terms of the approved contract.
- 2. Estimated services costs are greater than \$100,000.00 (as estimated by County Engineer).
  - a) County Engineer causes advertisement of Request for Qualifications (RFQ) for required services. Commission authority to advertise RFQ is not required.
  - b) County Engineer reviews responses to RFQ's and ranks the three (3) most qualified firms.

c) County Commission approves the most highly qualified firm and a contract with that firm to be negotiated by the County Engineer with a budgeted "not-to-exceed" fee amount. Upon County Engineer's completion of the contract and fee negotiations, the County Commission executes the contract. Additional agenda action is not required as the Commission previously approved the contract subject to maximum fee and consulting firm.





**Proposed Alternate Intersection Design R-CUT** 







# **Baldwin County Commission**

# **Agenda Action Form**

File #: 23-0410, Version: 1 Item #: CN12

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 1/3/2023

Item Status: New

From: Joey Nunnally, P.E., County Engineer

Seth Peterson, P.E., Pre-Construction Manager

Beth Hodges, Highway Chief Accountant

Submitted by: John Sedlack, Design Tech III

#### ITEM TITLE

Highway 98 Sidewalk Eastern Shore Trail Extension - Highway Infrastructure Program Project -Resolution #2023-046 and Project Funding Agreement

#### STAFF RECOMMENDATION

Adopt Resolution #2023-046 and approve a funding agreement for Preliminary Engineering and Construction of the Highway 98 Eastern Shore Trail Extension from the east side of the Fish River Bridge to Pleasant View Lane.

This agreement shall be effective upon full execution and shall be in effect until the project and reimbursements are completed.

#### BACKGROUND INFORMATION

**Background:** The Highway Department has been awarded funding under the Highway Infrastructure Program to extend the Eastern Shore Trail from the east side of the Fish River Bridge to Pleasant View Lane. The estimated project cost is \$791,312.50. Under the program, the estimated Federal contribution (80%) will be \$633,050.00 and the County's portion (20%) will be \$158,262.50.

Previous Commission action/date: N/A

#### FINANCIAL IMPACT

**Total cost of recommendation:** Project estimate of County Match \$158,262.50

#### Budget line item(s) to be used:

Preliminary Engineering - \$15,000 HW20057000.1PRECN.1CONTRSRV.1CONTRACT

Construction - \$143,262.50 HW20057000.4CONTRCN.4CONTRSRV.4CONTRACT

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

Item #: CN12 File #: 23-0410, Version: 1

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 have Chairman execute the agreement and resolution and return with correspondence to Highway Department (John Sedlack) for forwarding to the Alabama Department of Transportation for final execution.

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

Matthew J. Ericksen, P.E. Alabama Department of Transportation Southwest Region Engineer 1701 I-65 W Service Road N Mobile, Alabama 36618

Attention: Thomas W. Goodman, Jr., P.E.

Additional instructions/notes: N/A

#### PRELIMINARY ENGINEERING

AND

### CONSTRUCTION

**AGREEMENT** 

FOR A

### HIGHWAY INFRASTRUCTURE PROGRAM PROJECT

# BETWEEN THE STATE OF ALABAMA AND THE BALDWIN COUNTY COMMISSION

Project No. DEMO-0223( )
CPMS Ref# 100076189 & 100075537

#### PART ONE (1): INTRODUCTION

This Agreement is made and entered into by and between the State of Alabama (acting by and through the Alabama Department of Transportation), hereinafter referred to as the STATE; and the Baldwin County Commission, Alabama, hereinafter referred to as the COUNTY.

WHEREAS, the STATE and the COUNTY desire to cooperate in the Eastern Shore Trail Expansion along SR-42 (US-98) in Baldwin Co. from the east side of the Fish River Bridge to Pleasant View Ln.; Project# DEMO-0223(); CPMS Ref# 100076189 and 100075537.

**NOW, THEREFORE**, it is mutually agreed between the STATE and the COUNTY as follows:

#### PART TWO (2): FUNDING PROVISIONS

- A. **Project Funding:** Funding for this Agreement is subject to availability of Federal Aid funds at the time of authorization. Highway Infrastructure Program Funds shall be limited to \$633,050.00 for this project. Any deficiency in Federal Aid or overrun in costs will be borne by the COUNTY from COUNTY funds. In the event of an underrun in project costs, the amount of Federal Aid funds will be the amount stated below, or 80% of eligible costs, whichever is less.
- B. The estimated cost and participation by the various parties is as follows:

#### **PRELIMINARY ENGINEERING**

FUNDING SOURCE	EST	IMATED COSTS
Federal HIP Funds	\$	60,000.00
County Funds	\$	15,000.00
TOTAL (Incl. Indirect Cost)	\$	75,000.00

#### **CONSTRUCTION**

FUNDING SOURCE	ES7	TIMATED COSTS
Federal HIP Funds	\$	573,050.00
County Funds	\$	143,262.50
TOTAL (LIDER 17 H		

TOTAL (Incl. E&I and Indirect Cost)

\$ 716,312.50

It is further understood that this is a cost reimbursement program and no federal funds will be provided to the COUNTY prior to accomplishment of the work for which it is requested. Furthermore, no federal funds will be reimbursed for work performed prior to project authorization.

Any cost incurred by the COUNTY relating to this project which is determined to be ineligible for reimbursement by the Federal Highway Administration (FHWA), or in excess of the limiting amounts previously stated, will not be an eligible cost to the project and will **be** borne and paid by the COUNTY.

C. **Time Limit:** This project will commence upon written authorization to proceed from the STATE directed to the COUNTY.

Highway Infrastructure Program funds will remain available for authorization through September 30, 2025. Any such amounts not authorized on or before September 30, 2025, shall expire.

The approved allocation of funds for projects containing Industrial Access funds shall lapse if a contract has not been awarded for construction of the project within (12) months of the date of the funding approval by the Industrial Access Road and Bridge Corporation Board, and the approved allocation shall be returned to the IARB for reallocation. A time extension may be approved by the IARB upon formal request by the applicant.

The approved allocation of funds for projects containing Federal Transportation Alternatives Set-Aside funds may lapse if a project has not been authorized by FHWA within (24) months of the date of the funding approval by the Governor, and the approved allocation shall be returned to the STATE for re-allocation. A time extension may be approved by the STATE upon formal request by the applicant. Failure to meet other project milestones, as set forth in the TAP Guidelines, may result in an approved allocation being returned to the STATE.

## PART THREE (3): PROJECT SERVICES

A. The COUNTY will furnish all Right-of-Way for the project. Associated Right-of-Way acquisition costs will be an eligible cost as part of this Agreement. The Right-of-Way acquisition phase is hereby defined as the appraisal fees, appraisal review fees and the cost of acquisition incurred.

All work accomplished under the provisions of this Agreement will be accomplished on property owned by or which will be acquired by the COUNTY in accordance with applicable Federal and state laws, regulations, and procedures. Any exceptions to this requirement must be approved by the STATE in writing prior to incurring costs for which reimbursement is requested by the COUNTY. In cases where property is leased, or easements obtained, the terms of the lease or easement will not be less than the expected life of the improvements.

Acquisition of real property by the COUNTY as a part of this project will conform to and be in accordance with the provisions of the Federal Uniform Relocation Assistance & Real Property Acquisition Policies Act (49 CFR 24, Subpart B), all federal environmental laws, and all other applicable state and federal laws.

Any property or property interests acquired shall be in the name of the COUNTY with any condemnation or other legal proceedings being performed by the COUNTY.

The COUNTY shall follow all Federal regulations related to the Management, Leasing, and Disposal of Right-of-Way, uneconomic remnants and excess Right-of-Way as found in CFR 23 § 710 Subpart D. Proceeds for Leases and Disposals shall be credited to the Project or to the Title 23 Collector Account.

No change in use or ownership of real property acquired or improved with funds provided under the terms of this Agreement will be permitted without prior written approval from the STATE or FHWA. The STATE or FHWA will be credited on a prorata share, as provided in Part Two, Section B, any revenues received by the COUNTY from the sale or lease of property.

- B. The COUNTY will relocate any utilities in conflict with the project improvements in accordance with applicable Federal and State laws, regulations, and procedures. Associated Utility costs will be an eligible cost as part of this Agreement.
- C. The COUNTY will make the Survey, perform the Design, complete the Plans and furnish all Preliminary Engineering for the project with COUNTY forces or with a consultant approved by the STATE. Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs will be an eligible cost as part of this Agreement.

If any Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs are an eligible cost to the project, the COUNTY will develop and submit to the STATE a project budget for approval. This budget will be in such form and detail as may be required by the STATE. At a minimum, all major work activities will be described, and an estimated cost and source of funds will be indicated for each activity. A signature line will be provided for approval by the Region Engineer and date of such approval. All costs for which the COUNTY seeks reimbursement must be included in a budget approved by the STATE in order to be considered for reimbursement. Budget adjustments may be necessary and may be allowed, subject to the approval of the STATE in writing, in order to successfully carry out the project. However, under no circumstances will the COUNTY be reimbursed for expenditures over and beyond the amount approved by the STATE.

The COUNTY will undertake the project in accordance with this Agreement, plans approved by the STATE and the requirements, and provisions, including the documents relating thereto, developed by the COUNTY and approved by the STATE. The plans, including the documents relating thereto, are of record in the Alabama Department of Transportation and are hereby incorporated in and made a part of this Agreement by reference. It is understood by the COUNTY that failure of the COUNTY to carry out the project in accordance with this Agreement and approved plans, including documents related thereto, may result in the loss of federal or state funding and the refund of any federal or state funds previously received on the project.

Projects containing Industrial Access funds or State funds, with no Federal funds involved, shall have completed original plans furnished to the STATE in accordance with the Guidelines for Operations for *Procedures for Processing State and Industrial Access Funded County and City Projects*, and attached hereto as a part of this Agreement prior to the COUNTY letting the contract.

- D. The COUNTY will furnish all construction engineering for the project with COUNTY forces or with a consultant approved by the STATE as part of the cost of the project. Construction Engineering & Inspection cost are not to exceed 15%, without prior approval by the State. Associated Construction Engineering & Inspection costs will be an eligible cost as part of this Agreement.
- E. The STATE will furnish the necessary inspection and testing of materials when needed as part of the cost of the project. The COUNTY may request the use of an approved third-party materials inspection and testing provider, as approved by the STATE.

## PART FOUR (4): CONTRACT PROVISIONS

- A. The COUNTY shall not proceed with any project work covered under the provisions of this Agreement until the STATE issues written authorization to the COUNTY to proceed.
- B. Associated Construction cost will be an eligible cost as part of this Agreement. For projects let to contract by the STATE, the STATE will be responsible for advertisement and receipt of bids and the award of the Contract. Following the receipt of bids and prior to the award of the Contract, the STATE will invoice the COUNTY for its pro rata share of the estimated cost as reflected by the bid of the successful bidder plus Engineering & Inspection and Indirect Costs (if applicable). The COUNTY shall pay this amount to the STATE no later than 30 days after the date bids are opened. Failure to do so may lead to the rejection of the bid.

For projects let to contract by the COUNTY, the COUNTY shall comply with all Federal and State laws, rules, regulations and procedures applicable to the advertisement, receipt of bids, and the award of the contract. The COUNTY will, when authorized by the STATE, solicit bids and make awards for construction and/or services pursuant to this Agreement. The COUNTY shall not solicit bids until the entire bid package (plans, specifications, estimates, etc.) has been reviewed and approved by the STATE. Following receipt of bids, the COUNTY will provide all bids to the STATE with a recommendation for award. The COUNTY shall not award the contract until it has received written approval from the STATE.

The purchase of project equipment and/or services financed in whole or in part pursuant to this Agreement will be in accordance with applicable Federal and State laws, rules, regulations, and procedures, including state competitive bidding requirements applicable to counties and municipalities in the State of Alabama when the purchase is made by any such entity.

- C. If necessary, the COUNTY will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the State or this project. The COUNTY will be the permittee of record with ADEM for the permit. The COUNTY and the contractor will be responsible for compliance with the permit and the State will have no obligation regarding the permit. The COUNTY will furnish the State (Region) a copy of the permit prior to any work being performed by the contractor.
  - The COUNTY will secure all permits and licenses of every nature and description applicable to the project in any manner; conform to and comply with the requirements of any such permit or license; and comply with each and every requirement of any and all agencies, and of any and all lawful authorities having jurisdiction or requirements applicable to the project or to the project activities.
- D. The COUNTY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that work associated on this project meets the standards of the Alabama Department of Transportation, and the project will be built in accordance with the approved plans.
- E. The COUNTY shall be responsible at all times for all of the work performed under this Agreement and, as provided in Ala. Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, its officers, officials, agents, servants, and employees.
  - For all claims not subject to Ala. Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against any and all damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the COUNTY pursuant to the terms of this Agreement, or

- (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the COUNTY, its officers, officials, agents, servants, and employees.
- F. For all claims not subject to Ala. Code § 11-93-2 (1975), the COUNTY will be obligated for the payment of damages occasioned to private property, public utilities or the general public caused by the legal liability (in accordance with Alabama and/or Federal law) of the COUNTY, its agents, servants, employees or facilities.
- G. Upon completion and acceptance of this project by the State, the COUNTY will assume full ownership and responsibility for the portion of the project work on COUNTY right-of-way and maintain the project in accordance with applicable State law and comply with the Department's Local Road Maintenance Certification Policy.

#### PART FIVE (5): ACCOUNTING PROVISIONS

- A. The COUNTY will, when appropriate, submit reimbursement invoices to the STATE for work performed in carrying out the terms of this Agreement. Requests for reimbursement will be made on forms provided by the STATE and will be submitted through the Region Engineer for payment. The COUNTY may invoice the STATE not more often than once per month for the funds due for work performed under this Agreement. Invoices for payment will be submitted in accordance with state law and will indicate that the payment is due, true, correct, and unpaid, and the invoice will be notarized. Invoices for any work performed under the terms of this Agreement will be submitted within twelve (12) months after the completion and acceptance by the STATE of the work. Any invoices submitted after this twelve-month period will not be eligible for payment.
- B. The COUNTY will not assign any portion of the work to be performed under this Agreement or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement, without the prior written approval of the STATE.
- C. The COUNTY will establish and maintain a cost accounting system that must be adequate and acceptable to the STATE as determined by the auditor of the STATE.
  - All charges to the Project will be supported by properly executed invoices, contracts, or vouchers, as applicable, evidencing in proper detail the nature and propriety of the charges in accordance with the requirements of the STATE. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the project will be clearly identified, readily accessible and to the maximum extent feasible, kept separate and apart from all other such documents.
  - The COUNTY will report to the STATE the progress of the project in such manner as the STATE may require. The COUNTY will also provide the STATE any information requested by the STATE regarding the project. The COUNTY will submit to the STATE financial statements, data, records, contracts and other documents and items of any respect related to the project as may be requested by the STATE.
  - The COUNTY will permit the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, to inspect, at any time, vehicles and equipment utilized or used in performance of the project and any and all data and records which in any way relate to the project or to the accomplishment of the project. The COUNTY will also permit the above noted persons to audit the books, records and accounts pertaining to the project at any and all times, and the COUNTY will give its full cooperation to those persons or their authorized representatives, as applicable.
  - The COUNTY will comply with all audit requirements set forth in the 2 CFR Part 200 requirements, or the most current version of those requirements under federal law.
- D. The COUNTY will retain all books, records, and other documents relative to this Agreement for a minimum of three (3) years after project termination, expiration of Federal interest, or close out, and the STATE, the Comptroller General of the United

- States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to and the right to examine any of said materials at all reasonable times during said period.
- E. Any user fee or charge to the public for access to any property or services provided through the funds made available under this Agreement, if not prohibited by a Federal, State or local law, must be applied for the maintenance and long-term upkeep of the project authorized by this agreement.
- F. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the COUNTY, for any audit performed on this project in accordance with Act No. 94-414.

#### PART SIX (6): MISCELLANEOUS PROVISIONS

- A. By entering into this Agreement, the COUNTY is not an agent of the STATE, its officers, employees, agents or assigns. The COUNTY is an independent entity from the STATE, and nothing in this Agreement creates an agency relationship between the parties.
- B. It is agreed that the terms and commitments contained in this Agreement shall not constitute a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment 26. It is further agreed that, if any provision of this Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may be enacted during the term of this Agreement, then the conflicting provision in this agreement shall be deemed null and void.
- C. By signing this Agreement, the contracting parties affirm, for the duration of the Agreement, that they will not violate Federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.
- D. No member, officer, or employee of the COUNTY, during their tenure of employment and for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds, profits, or benefits therefrom.
- E. The terms of this Agreement may be modified by revision of this Agreement duly executed by the parties hereto.
- F. This Agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.
- G. Nothing shall be construed under the terms of this Agreement that shall cause any conflict with Section 23-1-63, Code of Alabama, 1975.
- H. Exhibits A, E, H, M, and N are hereby attached to and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by those officers, officials and persons duly authorized to execute same, and the Agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its approval by the Governor of Alabama.

ATTEST:

	Baldwin County, Alabama
By:	<b>:</b>
County Budget Director (Signature)	As Chairman (Signature)
Type Name of County Budget Director (AFFIX SEAL)	Type Name of Chairman
This agreement has been legally reviewed and	approved as to form and content.
By:	
William F. Patty,	
Chief Counsel	
RECOMMENDED FOR APPROVAL:	
Matthew J. Ericksen, P.E.	Bradley B. Lindsey, P.E.
Southwest Region Engineer	State Local Transportation Engineer
Edward N. A	ustin. P. E.
Chief En	
STATE OF ALABAMA, ACT	
THE ALABAMA DEPARTME	
John R. Cooper, Tran	sportation Director
THE WITHIN AND FOREGOING AGREEMS SIGNED BY THE GOVERNOR ON THIS	ENT IS HEREBY EXECUTED ANDDAY OF, 20
KAY I	VEY
GOVERNOR, STAT	E OF ALABAMA

RESOLUTION NUMBER 2023-046
BE IT RESOLVED by the Baldwin County Commission as follows:
That the County enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation, relating to a project for:
Eastern Shore Trail Expansion along SR-42 (US-98) in Baldwin Co. from the east side of the Fish River Bridge to Pleasant View Ln.; Project# DEMO-0223(); CPMS Ref# 100076189 and 100075537.
A copy of the agreement has been submitted to the Commission, and the Commission hereby approves the agreement. The Commission hereby authorizes and directs that the agreement be executed in the name of the County, by the Chairman for and on its behalf and attested by the County Budget Director and the official seal of the County shall be affixed thereto.
BE IT FURTHER RESOLVED that upon the completion of the execution of the agreement by all parties, a copy of such agreement be kept on file by the County.
I, the undersigned qualified and acting County Budget Director of Baldwin County, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the County named therein, at a regular meeting of such Commission held on the
ATTESTED:
County Budget Director Chairman
day of, 20, and that such resolution is of record in the office of the County Administrator.
N WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the County on thisday of, 20
County Budget Director

(AFFIX SEAL)

#### STD CONTRACT EXHIBITS

REV. 9/19/16

#### **EXHIBIT A**

## PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL-AID PROGRAM

<u>Policy</u>. It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this AGREEMENT. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.

<u>DBE Obligation</u>. The recipient of funds under the terms of this AGREEMENT agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The recipient shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to see that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts and shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. Department of Transportation assisted contracts.

Failure of the recipient of funds under the terms of this AGREEMENT, or failure of its subcontractor (if a subcontractor is authorized) to carry out the DBE requirements of this AGREEMENT shall constitute a breach of contract, and may result in termination of the contract by the STATE, or such other remedy may be undertaken by the STATE as it deems appropriate.

#### **EXHIBIT E**

#### TERMINATION OR ABANDONMENT

- a. The STATE has the right to abandon the work or to amend its project at any time, and such action on its part shall in no event be deemed a breach of contract.
- b. The STATE has the right to terminate this AGREEMENT at its sole discretion without cause and make settlement with the COUNTY upon an equitable basis. The value of the work performed by the COUNTY prior to the termination of this AGREEMENT shall be determined. In determining the value of the work performed, the STATE shall consider the following:
  - 1. The ratio of the amount of work performed by the COUNTY prior to the termination of the AGREEMENT to the total amount of work contemplated by this AGREEMENT less any payments previously made.
  - 2. The amount of the expense to which the COUNTY is put in performing the work to be terminated in proportion to the amount of expense to which the COUNTY would have been put had he been allowed to complete the total work contemplated by the AGREEMENT, less any payments previously made. In determining the value of the work performed by the COUNTY prior to the termination, no consideration will be given to profit, which the COUNTY might have made on the uncompleted portion of the work. If the termination is brought about as a result of unsatisfactory performance on the part of the COUNTY, the value of the work performed by the COUNTY prior to termination shall be fixed solely on the ratio of the amount of such work to the total amount of work contemplated by this AGREEMENT.

#### **CONTROVERSY**

In any controversy concerning contract terms, or on a question of fact in connection with the work covered by this project, including compensation for such work, the decision of the Transportation Director regarding the matter in issue or dispute shall be final and conclusive of all parties.

#### **CONTRACT BINDING ON SUCCESSORS AND ASSIGNS**

- a. This contract shall be binding upon the successors and assigns of the respective parties hereto.
- b. Should the AGREEMENT be terminated due to default by COUNTY, such termination shall be in accordance with applicable Federal Acquisition Regulations.

#### STD CONTRACT EXHIBITS

REV. 9/19/16

#### **EXHIBIT H**

Page 1

#### **EQUAL RIGHTS PROVISIONS**

During the performance of this contract, the COUNTY for itself, its assignees and successors in interest agrees as follows:

#### a. Compliance with Regulations

The COUNTY will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assigned programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, as amended by 23 CFR 710-405(b), hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

#### Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;

#### **EXHIBIT H**

#### Page 2

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

#### b. Nondiscrimination

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the COUNTY agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. The COUNTY will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices where the contract covers a program set forth in Appendix B of the Regulations.

The COUNTY will comply with all provisions of Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.

#### c. Solicitations

In all solicitations either by competitive bidding or negotiation made by the COUNTY for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the COUNTY of the COUNTY'S obligation under this contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex or national origin.

#### d. <u>Information and Reports</u>

The COUNTY will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books,

#### **EXHIBIT H**

#### Page 3

records, accounts, other sources of information and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a COUNTY is in the exclusive possession of another who fails or refuses to furnish this information, the COUNTY shall so certify to the STATE, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

#### e. Sanctions for Noncompliance

In the event of the COUNTY'S noncompliance with the nondiscrimination provisions provided for herein, the STATE shall impose such contract sanctions as it may determine to be appropriate, including but not limited to,

- 1. withholding of payments to the COUNTY under contract until the COUNTY complies, and/or
- 2. cancellation, termination or suspension of the contract, in whole or in part.

#### f. Incorporation of Provisions

The COUNTY will include the foregoing provisions a. through f. in every subcontract, including procurements of materials and leases of equipment, unless excepted by the Regulations, orders or instructions issued pursuant thereto. The COUNTY will take such action with respect to any subcontract, procurement, or lease as the STATE may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a COUNTY becomes involved in, or is threatened with, litigation with subcontractors, suppliers, or lessor as a result of such direction, the COUNTY may request the STATE to enter into such litigation to protect the interest of the STATE.

- g. **Equal Employment Opportunity** The following equal employment opportunity requirements apply to the underlying contract:
  - 1. Race, Color, Creed, National Origin, Sex In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit laws at 49 U.S.C. § 5332, the COUNTY agrees to comply with all applicable equal employment requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project.

#### EXHIBIT H Page 4

The COUNTY agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the COUNTY agrees to comply with any implementing requirements FTA may issue.

- 2. Age In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the COUNTY agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the COUNTY agrees to comply with any implementing requirements FTA may issue.
- 3. <u>Disabilities</u> In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the COUNTY agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

#### COST PRINCIPLES

The STATE'S cost principles for use in determining the allowability of any item of cost, both direct and indirect, in this AGREEMENT, shall be the applicable provisions of Volume I, Federal Acquisition Regulations, Parts 30 and 31. The COUNTY shall maintain costs and supporting documentation in accordance with the Federal Acquisition Regulations, Parts 30 and 31 and other Regulations referenced with these Parts where applicable. The COUNTY shall gain an understanding of these documents and regulations. The applicable provisions of the above referenced regulations documents are hereby incorporated by reference herein as if fully set forth.

#### EXECUTORY CLAUSE AND NON-MERIT SYSTEM STATUS

a. The COUNTY specifically agrees that this AGREEMENT shall be deemed executory only to the extent of moneys available, and no liability shall be incurred by the STATE beyond the moneys available for this purpose.

# EXHIBIT H Page 5

b. The COUNTY, in accordance with the status of COUNTY as an independent contractor, covenants and agrees that the conduct of COUNTY will be consistent with such status, that COUNTY will neither hold COUNTY out as, or claim to be, an officer or employee of the STATE by reason hereof, and that COUNTY will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the STATE under the merit system or any other law of Alabama, including but not limited to workmen's compensation coverage, or retirement membership or credit or any Federal employment law. This paragraph also applies in like manner to the employees of COUNTY.

#### **COUNTYS' CERTIFICATIONS**

The COUNTY by acceptance of this contract certifies that the rates or composition of cost noted in Article IV - PAYMENTS are based on the current actual hourly rates paid to employees, estimated non-salary direct cost based on historical prices, the latest available audited indirect cost rate, and estimated cost of reimbursements to employees for travel (mileage, per diem, and meal allowance) based on the current policy of the COUNTY. The COUNTY agrees that mileage reimbursements for use of company vehicles is based on the lesser of the approved rate allowed by the General Services Administration of the United States Government or the reimbursement policies of the COUNTY at the time of execution of the AGREEMENT. The COUNTY agrees that no mileage reimbursement will be allowed for the purpose of commuting to and from work or for personal use of a vehicle. The COUNTY agrees that the per diem rate will be limited to the rate allowed by the STATE at the time of execution of the AGREEMENT. The COUNTY agrees that a meal allowance shall be limited to COUNTY employees while in travel status only and only when used in lieu of a per diem rate.

The COUNTY shall submit detailed certified labor rates as requested, and in a timely manner, to the External Audits Section of the Finance and Audits Bureau of The Alabama Department of Transportation. The COUNTY agrees that material differences between rates submitted with a proposal and rates provided as certified for the same proposal are subject to adjustment and reimbursement.

#### **EXHIBIT M**

#### **CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING**

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative AGREEMENT, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 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 Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

#### **EXHIBIT N**

#### FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

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 AGREEMENT shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void.

When considering settlement of controversies arising from or related to the work covered by this AGREEMENT, the parties may agree to use appropriate forms of non-binding alternative dispute resolution.

#### TERMINATION DUE TO INSUFFICIENT FUNDS

- a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.
- b. In the event of proration of the fund from which payment under this AGREEMENT is to be made, agreement will be subject to termination.

#### NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

The STATE and COUNTY acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the STATE, COUNTY, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The COUNTY agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

# STATE OF ALABAMA DEPARTMENT OF TRANSPORTATION GUIDELINES FOR OPERATION

# SUBJECT: PROCEDURES FOR PROCESSING STATE AND INDUSTRIAL ACCESS FUNDED COUNTY AND CITY PROJECTS

No work can be performed and no contracts can be let prior to having a fully executed project agreement, submittal of project plans to Region and notification from the Region that advertisement for bids can be made, or, in the case of force account projects, work can begin.

A project agreement will be prepared and furnished to the County/City upon receipt of grant award letter signed by the Director or Governor. The Region will prepare and submit a F-7A Budget Allotment request upon receipt of a project funding agreement at the time it is submitted to the County/City for their execution.

The County/City will submit plans prepared and signed by a registered professional engineer showing work to be performed. Plans must match the project agreement description. It is not necessary for the Region to perform an in-depth review of plans. The County/City will submit a certification signed by a Registered Professional Engineer stating that the plans have been prepared so that all items included in the plans meet ALDOT specifications. The County/City will include a letter certifying that the County/City owns all right-of-way on which the project is to be constructed.

Upon receipt of the executed agreement, the executed F-7A, final plans from the County/City, and right-of-way certification, the Region may notify the County/City to proceed with advertising the project for letting or proceed with work in the case of a force account project.

In the case where a County/City is using an inplace annual bid, the County/City will furnish the Region a copy of their bid and this bid price will be used for reimbursement.

1 - 20

Rev. 10/2017

Where the County/City is letting a contract locally, the County/City will furnish to the Region the three lowest bids with their recommendation for award. The Region will review the bids, and, if in order, advise the County/City to proceed with award of the contract to the lowest responsible bidder. The County's/City's estimate for reimbursement will be based on the bid prices concurred in by the State and supported with documentation that the contractor has been paid for work performed (copy of cancelled check).

A certification will be submitted with County/City final estimate stating that the project was constructed in accordance with final plans submitted to the State and with the specifications, supplemental specifications, and special provisions which were shown on the plans or with the State's latest specifications which were applicable at the time of plan approval.

The County/City will notify the Region when the project is complete and the Region will perform a final ride-through to determine whether the project was completed in substantial compliance with original final plans. Final acceptance will be made by the Region with a copy of the letter furnished to the Bureau of Local Transportation.

All required test reports, weight tickets, material receipts and other project documentation required by the specifications, applicable supplemental specifications, and special provisions will be retained by the County/City for a period of three (3) years following receipt of final payment and made available for audit by the State upon request. If an audit is performed and proper documentation is not available to verify quantities and compliance with specifications, the County/City will refund the project cost to the State or do whatever is necessary to correct the project at their cost.

All County/City Industrial Access or State funded projects let to contract by the State will follow normal project procedures and comply with all current plan processing requirements.

RECOMMENDED FOR APPROVAL:

BUREAU CHIEF/REGION ENGINEER

APPROVAL:

CHIEF ENGINEER

APPROVAL:

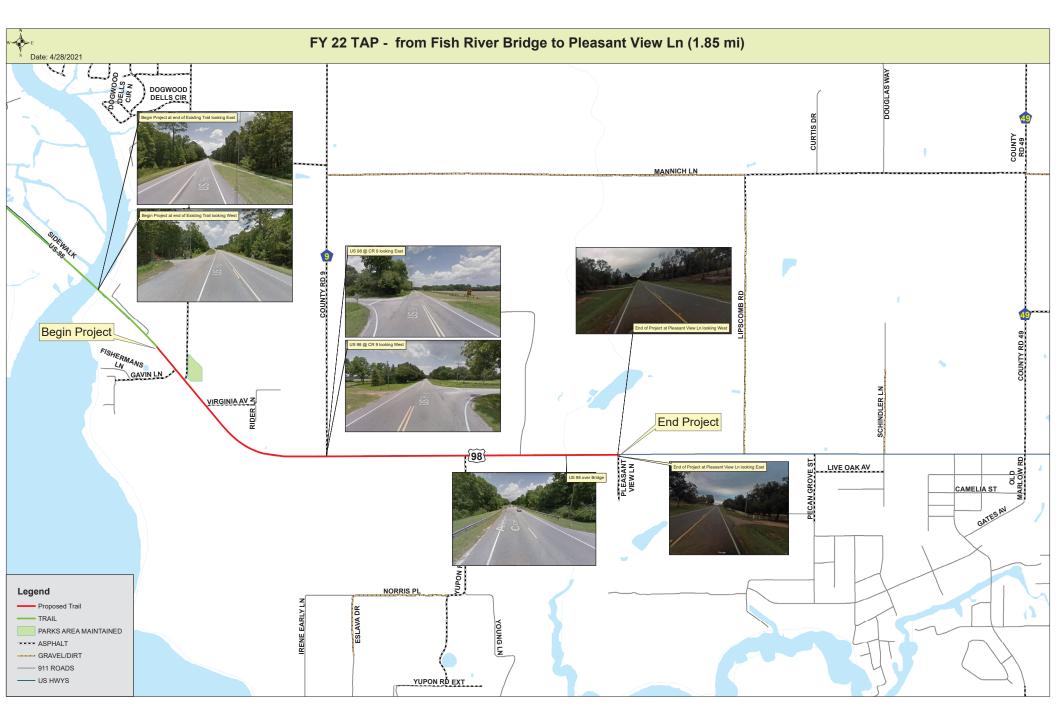
CANSPORTATION DIRECTOR

MOVEMBER 1, 2017

DATE

1-20

Rev. 10/2017





# **Baldwin County Commission**

# **Agenda Action Form**

File #: 23-0425, Version: 1 Item #: CN13

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 1/3/2023

Item Status: New

From: Joey Nunnally, P.E., County Engineer Beth Hodges, Highway Chief Accountant

Submitted by: Lisa Sangster, Administrative Support Specialist IV

#### **ITEM TITLE**

Rebuild Alabama - Baldwin County Fiscal Year 2022 County Transportation Plan - County Rebuild Alabama Annual Report

#### STAFF RECOMMENDATION

Make the Fiscal Year 2022 County Rebuild Alabama Annual Report part of the record and publish on the County website.

#### **BACKGROUND INFORMATION**

**Background:** Governor Kay Ivey signed the Rebuild Alabama Act #2019-2 into law on March 12, 2019. This Act amends the Code of Alabama 1975 and will be used for transportation infrastructure improvement, preservation, and maintenance projects pursuant to the provisions of the Act. The Alabama State Act levies an additional 10¢ excise tax on gasoline and diesel fuel implemented over a three-year period.

The County Engineer shall present the FY 2022 County Rebuild Alabama Annual Report at the first Commission meeting in January. This annual written report shall provide each project's status and detail expenditures made from the County Rebuild Alabama Fund and Federal Aid Exchange fund. The written report shall be entered into the minutes of the County Commission and published on the County's website.

#### Previous Commission action/date:

August 17, 2021 - The BCC took the following actions:

1) Adopted the Rebuild Alabama - Baldwin County FY22 County Transportation Plan which included the following projects:

River Road North - Bridge Replacement over Keller Creek County Road 69 - Resurface from Roserun Road to County Road 68 Extension County Road 68 Extension - Resurface from County Road 68 to Styx River Bridge File #: 23-0425, Version: 1 Item #: CN13

County Road 64 Extension - Widen and Resurface from Waterworld Road to County Road 112 County Road 54 - Resurface from County Road 55 to State Route 59 Breman Road - Resurface from Feely Road to U.S. Highway 98 Feely Road - Resurface from County Road 87 to Breman Road County Road 95 - Widen and Resurface from U.S. Highway 98 to End of Maintenance

2) Approved the display of the County Transportation Plan in conspicuous places at the Baldwin County Courthouse, Baldwin County Commissioner offices, Baldwin County Highway Department, Baldwin County website and other places deemed appropriate by the Baldwin County Commission.

March 15, 2022 - The BCC took the following actions:

1) Adopted the amended County Transportation Plan which included the following projects:

River Road North - Bridge Replacement over Keller Creek County Road 54 - Resurface from County Road 55 to State Route 59 County Road 95 - Widen and Resurface from U.S. Highway 98 to End of Maintenance County Road 64 Extension - Widen and Resurface from Waterworld Road to County Road 112

2) Approved the display of the amended County Transportation Plan in conspicuous places at the Baldwin County Courthouse, Baldwin County Commissioner offices, Baldwin County Highway Department, Baldwin County website and other places deemed appropriate by the BCC.

July 19, 2022 - The BCC approved the Chairman to execute the Fiscal Year 2022 County Rebuild Alabama Contractor Report for awarded projects funded with County Rebuild Alabama Funds.

December 20, 2022 - The BCC approved the County Engineer to submit the Fiscal Year 2022 County Rebuild Alabama Certificate of Compliance verifying 99.56% of County Rebuild Alabama Funds for Fiscal Year 2022 County Rebuild Alabama projects were expended utilizing a contract; and make the Fiscal Year 2022 County Rebuild Alabama Certificate of Compliance part of the record.

#### FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

#### LEGAL IMPACT

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

File #: 23-0425, Version: 1 Item #: CN13

Reviewed/approved by: N/A

Additional comments: N/A

#### <u>ADVERTISING REQUIREMENTS</u>

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 make the FY 2022 County Rebuild Alabama Annual Report part of the record.

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

Additional instructions/notes: N/A



# FY 2022 County Rebuild Alabama Annual Report



# **Baldwin County**

	Project No.	Road Name / Number	Begin		Е	nd	Project Details		nils			Method in Which Rebuild Funds Were		s Were Utilized	/ere Utilized				
Map Index			Lat.	Long.	Lat.	Long.	Road Improvement Project	Bridge Improvement Project	Project Length (miles)	Description of Work	Amount of Rebuild Alabama Funding Expended in Current Fiscal Year	Amount Expended Utilizing Competitive Bid Contracts	Amount Expended Utilizing Public Works Contracts	Amount Expended Exempt from Competitive and/or Public Works Contracts	Percent Complete	Original CTP (Yes or No)	CRAF or FAEF	CRAF Amount	FAEF Amount
										Beginning Balance								\$883,951.17	\$800,000.00
										Annual Revenue Received by County								\$2,546,284.67	\$400,000.00
										Rebuild Funds Received from Municipalities through MOUs								\$0.00	\$0.00
1	RA-BCP HW21091000	River Rd N.	30.3419	-87 7043				Х		Bridge Replacement over Keller Creek	\$0.00				0%	Υ	FAEF		\$0.00
2	RA-BCP HW21085000		30.2146		30.2146	-87.4101	Х		1.00	Resurfacing from Hickory St S to  Mckenzie St	\$81,545.82	\$81,545.82			100%	Y	CRAF	\$81,545.82	Ψ0.00
3	RA-BCP HW21086000	County Rd 55		-87.4508			X		5.03	Resurfacing from County Rd 32 to State Route 104	\$3,837.60	\$3,737.60		\$100.00	100%	Y	CRAF	\$3,837.60	
4	RA-BCP HW21087000	County Rd 83		-87.3756			Х		2.01	Resurfacing from CR 32 to CR 36	\$6,218.93	\$6,218.93			100%	Y	CRAF	\$6,218.93	
5	RA-BCP HW21088000	County Rd 32	30.2832	-87.4800	30.2821	-87.4211	Х		5.61	Resurfacing from Fish River to Hwy 59	\$40,781.17	\$40,781.17			100%	Y	CRAF	\$40,781.17	
6	RA-BCP HW21089000	Breman Rd	30.2543	-87.3352	30.2452	-87.3352	Х		1.00	Resurfacing from Frank Rd to US Hwy 98	\$3,675.10	\$3,675.10			100%	Y	CRAF	\$3,675.10	
7	RA-BCP HW21090000	Frank Rd	30.2544	-87.3452	30.2544	-87.3252	Х		2.00	Resurfacing from CR 87 to CR 95	\$7,601.33	\$7,601.33			100%	Υ	CRAF	\$7,601.33	
8	RA-BCP HW22003	County Rd 64 Ext	30.6304	-87.6153	30.7227	-87.5825	Х		6.96	Widen and Resurface from Waterworld Rd to CR 112	\$0.00				0%	Y	CRAF	\$0.00	
9	RA-BCP HW22004	County Rd 54	30.5673	-87.7507	30.5673	-87.7192	Х		1.89	Resurface from CR 55 to US Hwy 59	\$0.00				0%	Y	CRAF	\$0.00	
10	RA-BCP HW22007	County Rd 95	30.4144	-87.5477	30.3149	-87.5373	Х		7.01	Widen and Resurface from US Hwy 98 to EOM	\$940,394.53	\$940,394.53			100%	Y	CRAF	\$940,394.53	
Note: Only Rebuild Alabama Funds are intended to be reported (Total Mileage Does Not Include Bridge Projects) 32.51						Total Rebuild Funds Expended this Fiscal Year	\$1,084,054.48	\$1,083,954.48	\$0.00	\$100.00			Total CRAF/FAEF Remaining	\$2,346,181.36	\$1,200,000.00				
Percent of Rebuild Funds Expended in Compliance with Section 7c(2)(d) on the Rebuild Alabama Act											100%								

Remarks

Map 1 - Rebuild Alabama - FY21 Transportation Plan - Site

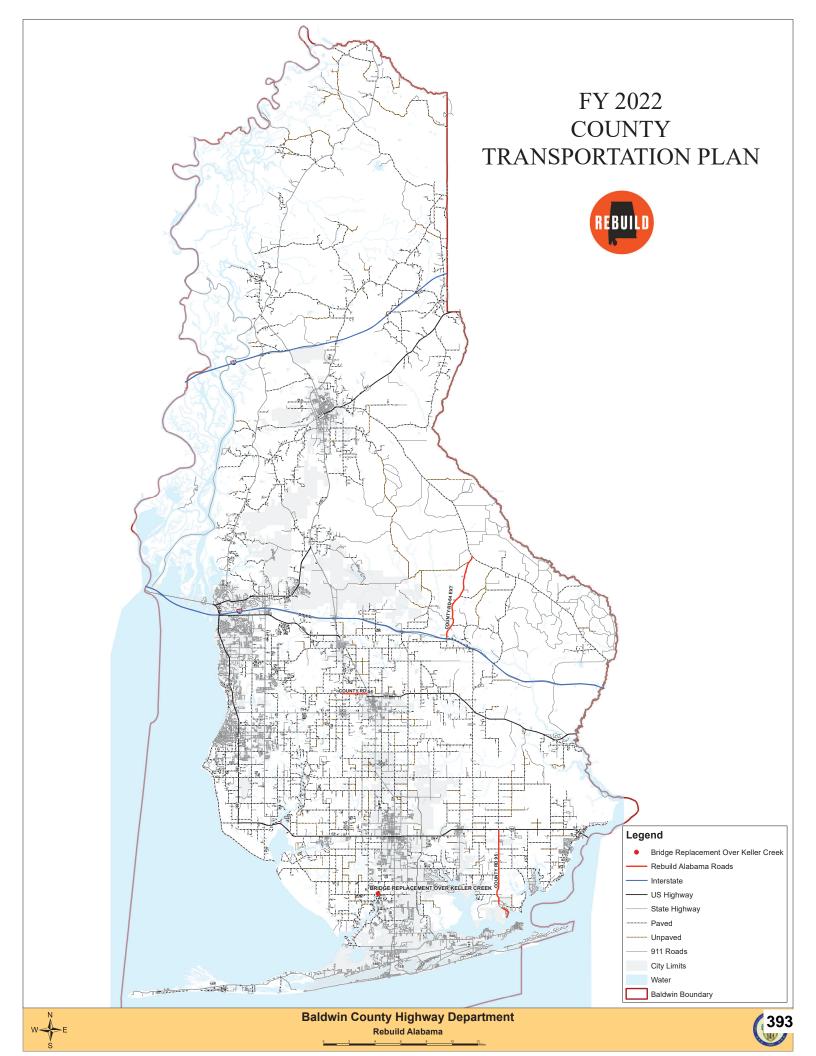
Map 2 - Rebuild Alabama - FY22 Transportation Plan - Site

Competitive Bids are covered by Bid Inquiry BCR-2021-3RA & BCR-2022-2RA

CTP Amendments were made in FY 2022 (condensed budget from 7 Resurfacing projects to 3)









# **Baldwin County Commission**

# **Agenda Action Form**

File #: 23-0412, Version: 1 Item #: CN14

**Meeting Type:** BC Regular Meeting

**Meeting Date:** 1/3/2023

Item Status: New

From: Joey Nunnally, P.E., County Engineer

Frank Lundy, P.E., Operations Manager

Submitted by: Troy A. Smith, Engineering Tech II

#### **ITEM TITLE**

Speed Limit Adjustment on County Road 99

#### STAFF RECOMMENDATION

Lower the speed limit on County Road 99 between U.S. Highway 98 and County Road 91 from 45 MPH to 35 MPH.

#### **BACKGROUND INFORMATION**

Background: In 2015, a 6-foot paved shoulder was added to the southbound lane of County Road 99 between U.S. Highway 98 and Spanish Cove Drive North. This paved shoulder is intended for non--vehicular use. In 2021, this 6-foot paved shoulder was extended from Spanish Cove Drive North to Carrier Drive. A final extension of this paved shoulder is currently in the design phase to add an 8foot paved shoulder from Carrier Drive to County Road 91 with construction scheduled to begin in 2023. An engineering study was performed near Spanish Cove Drive North revealing the 85<sup>th</sup> percentile speed was 54 MPH and the average speed was 47 MPH with an Average Daily Traffic of 5,349 vehicles per day. County Road 99 is within the jurisdiction of the Baldwin County Sheriff's Office.

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

File #: 23-0412, Version: 1 Item #: CN14

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; Traffic Operations Manager

Action required (list contact persons/addresses if documents are to be mailed or emailed): Administration staff to prepare letters of notification to Frank Lundy, Tyler Mitchell, Jeromy Parks, Troy Smith, Baldwin County Sheriff's Office and Alabama Department of Law Enforcement.

#### CONTACTS:

Sheriff Hoss Mack Baldwin County Sheriff's Office 310 Hand Avenue Bay Minette, Alabama 36507

Sgt Brandon Christen Alabama Department of Law Enforcement 3402 Demotropolis Road Mobile, Alabama 36693

Additional instructions/notes: N/A



# Baldwin County Highway Department Speed Limit Change Checklist

Location: County Rd 99 (US98 to County Rd 91)
Functional Classification: Major Collector
Location: County Rd 99 (US98 to County Rd 91) Functional Classification: major collector Current Posted Limit: 45 MPH Proposed Limit: 35 MPH
Reason for Speed Limit Change:  Installation of 6-8 foot paved shoulder  on the South bound lane of CR99 for  non-vehicular use.
Latest Traffic Data:
Date traffic counters set out: 4/2022 Length of Count: 72 Hrs ADT:5349 85th percentile:54MPH Average:47MPH Pace: 4/-50 _MPH Percentage of Vehicle in Pace: 47. 5% Percentage of Commercial Vehicles:2.1%
Roadway Geometry:  Are there any sight-distance issues?  If yes, explain:N/A
Is the Clear Zone in compliance within established County standards? <u>Yes</u>
Does the geometry of the roadway meet established County standards: <u>Yes</u>
Method used to determine compliance:  Ball Bank (CARS): Survey:Visual:

Roadway width: 26-28 (once all phases are Complete) Roadway length: 4.96 miles
Density: Heavy: Moderate: ✓ Light:
Accident data (previous three years): N/A
Total number of accidents:
Total number of fatality accidents:
Total number of injury accidents:
Total number of property damage only accidents:
Signage: Are there any existing advisory speed limit signs: YES Advisory Speed: 20 mf H Locations: Curve between Plaza Blanco
and CR91
and city!
If posted at proposed speed, will there be any required advisory speed limit signs? NO Advisory Speed: NA If yes, location:
1347
Is the road in the Police Jurisdiction of a municipality? NO Has the municipality been advised of the proposed change? NA
Recommendation to Baldwin County Commission:  Lower the Speed Limit as recommended  from 45 mpt to 35 mpt
Signature: 1 wy State  Date: 12/20/22



## Agenda Action Form

File #: 23-0418, Version: 1 Item #: CQ1

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 1/3/2023

Item Status: New

From: Brian Peacock, CIS Director Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

#### **ITEM TITLE**

CIS Department - Employment of One (1) Operations Support Specialist II Position

#### STAFF RECOMMENDATION

Approve the employment of Nash Linum to fill the open Operations Support Specialist II position (#5294) at a grade 307 (\$15.63 per hour / \$32,510.40 annually) to be effective no sooner than January 9, 2023.

#### **BACKGROUND INFORMATION**

Background: The Operations Support Specialist II position was vacated due to the promotion of the previous employee. The CIS Director respectfully requests that the above recommendation is approved.

Previous Commission action/date: N/A

#### FINANCIAL IMPACT

Total cost of recommendation: \$32,510.40 - 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

File #: 23-0418, Version: 1 Item #: CQ1

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: 1/3/2023

Item Status: New

**From:** Dr. Brian Pierce, Coroner Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

#### **ITEM TITLE**

Coroner's Office - Personnel Changes

#### STAFF RECOMMENDATION

Take the following actions:

- 1) Reclassify the Death Investigator II position (#5676), grade 314 (grade 314 range: \$23.13 \$37.89), to a Death Investigator I position at a grade 310 (grade 310 range: \$18.28 \$29.95); and
- 2) Approve the employment of Greg Schnupp to fill the open Death Investigator I position (#5676) grade 310 (\$18.28 per hour / \$38,022.40 annually); and
- 3) Approve the employment of Felicia Chesmer to fill the open Death Investigator I position (#5675) grade 310 (\$20.00 per hour / \$41,600.00 annually); and
- 4) Approve the updated organizational chart for the Coroner's Office.

These actions shall be effective no sooner than January 9, 2023.

#### **BACKGROUND INFORMATION**

**Background:** The Death Investigator positions were newly created during the FY2022 / 2023 Budget Cycle. The Coroner respectfully requests that the above recommendations are approved.

Previous Commission action/date: N/A

#### FINANCIAL IMPACT

**Total cost of recommendation:** \$79,622.40 - budgeted (\$6,511 - savings over budgeted amount)

**Budget line item(s) to be used:** 10052400.51130

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

N/A

File #: 23-0419, Version: 1 Item #: CQ2

#### **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

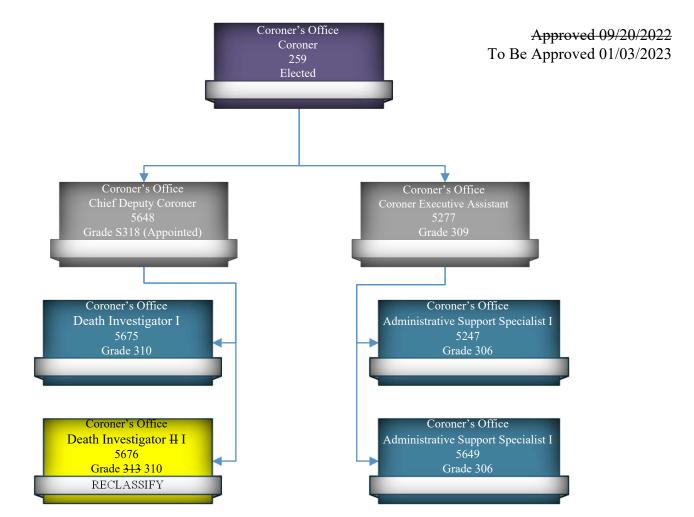
If the proof of publication affidavit is not attached, list the reason: N/A

#### **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 #: 23-0420, Version: 1 Item #: CQ3

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 1/3/2023

Item Status: New

From: Joey Nunnally, County Engineer Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

#### ITEM TITLE

Highway Department (Foley) - Promotion of Employee

#### STAFF RECOMMENDATION

Approve the promotion of Clifton Curry from the Operator Technician Trainee position (#5493) grade 306 (\$15.05 per hour / \$31,304.00 annually) to fill the open Operator Technician I position (#5433) at a grade 308 (\$16.42 per hour / \$34,153.60 annually) to be effective no sooner than January 16, 2023.

#### 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:** 11153113.51130

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

File #: 23-0420, Version: 1 Item #: CQ3

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 #: 23-0421, Version: 1 Item #: CQ4

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 1/3/2023

Item Status: New

From: Joey Nunnally, County Engineer Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

#### ITEM TITLE

Highway Department (Maintenance) - Employment of One (1) Equipment Manager Position

#### STAFF RECOMMENDATION

Approve the employment of Donald White to fill the Equipment Manager position (#1083) at a grade 312 (\$27.89 per hour / \$58,011.20 annually), with said salary due to experience, to be effective no sooner than January 9, 2023.

#### BACKGROUND INFORMATION

**Background:** The Equipment Manager was vacated due to the resignation 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: \$58,011.20 - budgeted

**Budget line item(s) to be used:** 11153130.51130

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

File #: 23-0421, Version: 1 Item #: CQ4

#### **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 #: 23-0422, Version: 1 Item #: CQ5

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 1/3/2023

Item Status: New

From: Joey Nunnally, County Engineer Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

#### ITEM TITLE

Highway Department (Subdivision) - Approval of Updated Position Description

#### STAFF RECOMMENDATION

Approve the updated position description for the Permit / Subdivision Technician position.

#### BACKGROUND INFORMATION

Background: The County Engineer respectfully requests that the above recommendation is approved.

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

File #: 23-0422, Version: 1 Item #: CQ5

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

#### POSITION DESCRIPTION

Title: Permit/Subdivision Technician

Department: Highway Department – Subdivision Section

Job Analysis: January 2022, January 2023

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

#### Relationships

Reports To: Permit Engineer, Subdivision Manager, Construction Manager,

**County Engineer** 

Subordinate Staff: None

Internal Contacts: Employees of Highway Department, Other County Employees

External Contacts: General Public, Municipal Officials, Utility Companies, Alabama

Department of Transportation, Contractors, Professional Engineers, Professional Surveyors, Baldwin County Health

Department, ADEM, U.S. Army Corps of Engineers

Status: Classified/Non-Exempt (311)

#### Job Summary

This individual is responsible for reviewing plans for permitting, documenting, and reporting on the installation of improvements on County rights-of-way and proposed developments within Baldwin County authority. Furthermore, individual will coordinate and perform plan reviews of developments in Baldwin County in accordance with the Baldwin County Subdivision Regulations for proposed sites and approved construction plans. Individual will assist with inspections of other work being conducted on County right-of-ways under other permits or agreements. A person in this position must be able to read and review construction plans and documents and must have a good understanding of the County's Highway network.

This individual shall also successfully complete any job/duty deemed necessary by the Construction ManagerPermit Engineer or his/her Designee.

#### **Job Domains**

#### A. Permitting

1. Update and maintain applications for various permits in the County rights-of-ways.

- 2. Process applications to determine if the appropriate regulations are met.
- 3. Review development plans in compliance with the Baldwin County Subdivision Regulations.
- 4. Correspond with applicant and other County employees.

#### B. Reporting and Controlling

- 1. Determines quantities used in completion of project for estimates of quantities, if needed.
- 2. Fill out and submit all required forms and supporting data.
- 3. Coordinate with staff to review plans in relation to current standards, regulations, and requirements.
- 4. Maintain database of all permitted projects.

#### C. Inspections

- 1. Perform onsite inspections of construction of subdivision developments, utility, and ROW work as needed to ensure compliance with approved plans. This includes site grading work, erosion control, pavement, water, sewer, and other utilities.
- 2. Inspects all traffic control devices (temporary & permanent) in permitted projects to ensure they are in working order and serving their purpose.
- 3. Keep diary of work progress for each permitted project inspected.

#### Knowledge, Skills, and Abilities

- 1. Verbal skills to communicate effectively with office staff, general public, utility departments and County Commission, ask for information and instructions, and communicate by email or phone.
- 2. Writing skills to prepare reports, complete forms, compose letters.
- 3. Reading skills to read and understand written instructions, manuals, and correspondence.
- 4. Listening skills to understand verbal communications with co-workers and public.
- 5. Ability to operate office machines such as calculator, computer, and copy machine.
- 6. Knowledge of general office procedures.
- 7. Thorough knowledge of departmental policies and procedures and ability to apply them to work problems.
- 8. Knowledge of standard utility installation techniques.
- 9. Ability to address deficiencies of new utility installations.
- 10. Ability to coordinate construction activities and utility activities to avoid conflicts.
- 11. Ability to successfully balance workloads.
- 12. Knowledge of Microsoft Excel and other software to successfully maintain databases.
- 13. Knowledge of county road and bridge systems and Baldwin County Subdivision Regulations.
- 14. Knowledge of state and county laws, policies and procedures pertaining to specifications, construction, etc.
- 15. Ability to use level, calculator, drawing tools, chain and plumb bob.
- 16. Ability to exercise independent judgment and initiative in planning and implementing work.

- 17. Knowledge of rules and regulations regarding safety.
- 18. Ability to establish and maintain effective working relationships with associates, supervisors, developers, and contractors in this work.
- 19. Ability to understand and follow complex written and verbal instructions.
- 20. Knowledge of ARCGIS and ARCMAP.
- 21. Knowledge of Microsoft Outlook and how manage/compose emails.
- 22. Knowledge of Microsoft Powerpoint to put together presentations.
- 23. Knowledge of deed research and county software that is applicable.

#### **Physical Characteristics**

(In cases of physical handicap, reasonable accommodations will be made.)

- 1. See well enough to read fine print and numbers accurately and without transposition.
- 2. Hear well enough to respond to verbal communication and to use the telephone.
- 3. Speak well enough to communicate effectively with supervisor, co-workers, and the public in a polite and effective manner.
- 4. Body movement to bend, stoop and move about in an outdoor environment with live traffic.
- 5. Manual dexterity to write and type.
- 6. Strength to lift up to 20 pounds.

#### **Other Characteristics**

- 1. Willing to work overtime and non-standard hours to meet deadlines.
- 2. Willing to attend Planning and Zoning Commission Meetings monthly.
- 3. Willing to travel for schools and training.

#### **Minimum Qualifications**

- 1. High school diploma or equivalent.
- 2. Have a valid driver's license and be insurable by the County's insurance standards.
- 3. Two (2) years' experience preferred in field related to civil engineering, building, planning, or equivalent preferred, but not required.



## Agenda Action Form

File #: 23-0424, Version: 1 Item #: CQ6

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 1/3/2023 Item Status: New

From: Deidra Hanak. Personnel Director

Submitted by: Deidra Hanak, Personnel Director

#### ITEM TITLE

Personnel Department - Employment of One (1) Recruiting and Retention Coordinator Position

#### STAFF RECOMMENDATION

Approve the employment of Kristina Blackmon to fill the open Recruiting and Retention Coordinator position (#5482) at a grade 310 (\$18.28 per hour / \$38,022.40 annually) to be effective no sooner than January 9, 2023.

#### BACKGROUND INFORMATION

**Background:** The Recruiting and Retention Coordinator position was newly created in November 2022. The Personnel 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:** 10051962.51130

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

File #: 23-0424, Version: 1 Item #: CQ6

#### <u>ADVERTISING REQUIREMENTS</u>

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 #: 23-0423, Version: 1 Item #: CQ7

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 1/3/2023

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 (Collections Administration) - Employment of Three (3) Billing Account Specialist I Positions

#### STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the employment of Amanda Brannan to fill the open Billing Account Specialist I position (#2082) at a grade 306 (\$14.90 per hour / \$30,992.00 annually); and
- 2) Approve the employment of Melody Parker to fill the open Billing Account Specialist I position (#5330) at a grade 306 (\$14.90 per hour / \$30,992.00 annually); and
- 3) Approve the employment of Erica Lay to fill the open Billing Account Specialist I position (#598) at a grade 306 (\$14.90 per hour / \$30,992.00 annually).

These actions shall be effective no sooner than January 9, 2023.

#### BACKGROUND INFORMATION

**Background:** The Billing Account Specialist I positions were vacated due to the promotion / resignation of the previous employees. The Development and Environmental Director respectfully requests that the above recommendations are approved.

Previous Commission action/date: N/A

#### FINANCIAL IMPACT

Total cost of recommendation: \$92,976.00 - Budgeted

**Budget line item(s) to be used:** 51154801.51130

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

File #: 23-0423, Version: 1 Item #: CQ7

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 #: 23-0435, Version: 1 Item #: DA1

**Meeting Type:** BCC Regular Meeting Date: 01/03/2023

Item Status: New

From: Zachary Hood, Director of EMA

Submitted by: Vernon Dandridge, EMA Planning and Grants Division Manager

#### ITEM TITLE

Emergency Management Agency's Messaging Campaign to Streamline Virtual Traffic to Baldwin County Commission App

#### STAFF RECOMMENDATION

Zach Hood, Baldwin County Emergency Management Agency (BCEMA) Director, will inform the Commission of BCEMA's intent to push all virtual traffic to the Baldwin County Commission's app.

#### BACKGROUND INFORMATION

**Background:** Zach Hood to update Commissioners about applications used by BCEMA and BCC. The Baldwin County EMA app has been discontinued and is no longer active for users. However, the BCEMA is urging the public to get plugged in with the emergency management updates by downloading the Baldwin County Commission app.

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

File #: 23-0435, Version: 1 Item #: DA1

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



## **Agenda Action Form**

File #: 23-0461, Version: 1 Item #: EA1

**Meeting Type:** BCC Regular Meeting

Meeting Date: 01/03/2023

Item Status: New

From: Ronald J. Cink, Budget Director/Interim County Administrator; Cian Harrison, Clerk/Treasurer

Submitted by: Katrina Taylor, Grants Coordinator

#### ITEM TITLE

Formal Program Amendment Submission of Community Development Block Grant (CDBG) Project Number CY-CM-PF-18-009 to Alabama Department of Economic and Community Affairs (ADECA)

#### STAFF RECOMMENDATION

Conduct a public hearing regarding the Formal Program Amendment Submission of the Community Development Block Grant (CDBG) Project Number CY-CM-PF-18-009 to the Alabama Department of Economic and Community Affairs (ADECA) and take the following action:

Authorize the Chairman to execute the Final Expenditure Budget to close out the Community Development Block Grant (CDBG) Project Number CY-CM-PF-18-009 with the Alabama Department of Economic and Community Affairs (ADECA).

#### **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 moderateincome 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.

A Formal Program Amendment was required because of the 86 households only 57 homeowners chose to connect to the new system, and 29 chose to remain on private wells. The residents of the 57 homes connected to the new water main received direct benefits of safe drinking water, reliable water services, increased water pressure and fire protection for the first time. The 29 homes in the

Item #: EA1

project area that opted to remain on private water wells received indirect benefits of adequate fire protection for the first time. The Lillian Volunteer Fire Department supported the grant application and homeowners benefitted from lowered insurance rates, due to increased fire protection. The direct beneficiaries to be lost includes the 29 households that chose to remain on private water wells. Of these 29 households, 23 were low to moderate income, and 6 were high income. This results in an overall reduction in direct beneficiaries of 87 people, of which 69 (79%) are low to moderate income.

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

12/05/2022 - 1) Adopted 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) Authorized Grant Management, LLC, to hold the Public Hearing at the January 3, 2023, Baldwin County Commission Regular Meeting at 10:00 am; and 3) Authorized 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.

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.

<u>05/22/2018</u> - 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.

<u>08/15/2017</u> - 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.

<u>06/06/2017</u> - Adopted Resolution #2017-101 of the Baldwin County Commission which authorized the PBWSF to submit a CDBG application to ADECA requesting funding under the 2017 competitive grant cycle.

#### 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: Grant Management, LLC, submit closeout documentation to ADECA no later than March 31, 2023.

Individual(s) responsible for follow up: Administration

File #: 23-0461, Version: 1 Item #: EA1

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

Email correspondence and executed Final Expenditure Budget to the following:

Ms. Stacy McKean stacylmckean@gmail.com Grant Management, LLC

cc: Ronald Cink Cian Harrison **Christie Davis** Katrina Taylor

## Alabama Department of Economic and Community Affairs CDBG Budget/Final Financial Report

Date of Report: January 3, 2023			Budget/Report Number		3		Original Budget
							Revised Budget
Community Nam	Baldwin County Comm	nission					Formal Amendment
·	•					V	Final Expenditure
Project Number:	CY-CM-PF-18-009						·
	T		CDDC			M - 4 -  - /O4	J_
	4	•			ocal Match/Other Fun		
	1	2	3	4	5	6	7
			Original Budget/			Original Budget/	
		Last Approved	Budget Revision/	Budget Adjustment	Last Approved	Budget Revision/	Budget Adjustment
Activity	Total Activity Cost	Budget	Final Expenditure	or Deobligation	Budget	Final Expenditure	or Deobligation
	(3+6)			(3-2)			(6-5)
ater Facilities	\$414,015.91	\$222,510.00	\$204,758.02	(\$17,751.98)	\$227,400.00	\$209,257.89	(\$18,142.11)
ater Hookups	\$103,687.93				\$150,900.00	\$103,687.93	(\$47,212.07)
	\$0.00						
	\$0.00						
	\$0.00						
	\$0.00						
	\$0.00						
ıbtotal	\$517,703.84	\$222,510.00	\$204,758.02	(\$17,751.98)	\$378,300.00	\$312,945.82	(\$65,354.18)
gineering/Architecture	\$77,490.00	\$77,490.00	\$77,490.00	\$0.00		•	,
neral Program Admin.	\$50,000.00	\$50,000.00	\$50,000.00	\$0.00			
tal	\$645,193.84	\$350,000.00	\$332,248.02	(\$17,751.98)	\$378,300.00	\$312,945.82	(\$65,354.18)
Chief Elected				ADECA Program			
Official's Signature			Supervisor Review:				
Omolar o Olgridian				- Capervisor review.			
Reason for revision, amendment,			ADECA Program				
or deobligation:	final expenditures			Manager Approval:			
		Other Funds:					
Note: Please include incidental and support Total:		\$312 045 82	(this total must equal the total	al in column 6)			
••		Local Amount:	\$312,945.82	In-kind:	\$103,687.93	Cash:	\$209,257.89
·		Non-Local Amount:	ψυ12,940.02	Source:			Fire Protection District
patching, etc., in the total for the primary activity. Non-Loc		INUIT-LUCAI MITIUUTIL.		Source.	r <del>c</del> iuluo i	Day Water Dewel allu	THE LIDIECTION DISTRICT

Original to Accounting, Copy to Grant Administrator, Copy to IDIS, and Copy to Project Files



## **Agenda Action Form**

Meeting Type: BCC Regular Meeting

Meeting Date: 1/3/2023

Item Status: New

From: Joey Nunnally, P.E., County Engineer

Seth Peterson, P.E., Pre-Construction Manager

Gayle Pierce, Right-of-Way Technician III

Submitted by: Lisa Sangster, Administrative Support Specialist IV

#### **ITEM TITLE**

\*Case No. VAC-22-3 - Vacation of an Unopened, Unimproved 20 Foot Right-of-Way West of South Cedar Street

#### STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the request from Daniel L. Kittrell, Michael J. Woerner, and Caryn H. Woerner to vacate an unopened, unimproved 20 foot right-of-way west of South Cedar Street; and
- 2) Adopt Resolution #2023-026 which approves the vacation in accordance with Section 23-4-2 and Section 23-4-20 of the Code of Alabama 1975.

#### BACKGROUND INFORMATION

**Background:** The petitioners, Daniel L. Kittrell, Michael J. Woerner, and Caryn H. Woerner, own all of the property abutting the area requested to be vacated. The area to be vacated is within the City of Foley but is owned by Baldwin County. The City of Foley has not accepted, improved, or maintained the right-of-way and has no claim or interest therein. The right-of-way is not maintained by Baldwin County.

#### Section 23-4-2 of the Code of Alabama 1975 reads as follows:

#### Procedure.

(a) Whenever the governing body of a municipality or county proposes to vacate a public street, alley, or highway, or portion thereof, the governing body shall schedule a public hearing prior to taking final action and shall publish notice of the proposed hearing on the vacation in a newspaper of general circulation in the portion of the county where the street, alley, or highway lies once a week for four consecutive weeks in the county prior to deciding the issue at a regularly scheduled meeting of the governing body. A copy of the notice shall be posted on a bulletin board at the county courthouse and shall also be served by U.S. mail at least 30 days prior to the scheduled meeting on any abutting

owners and on any entity known to have facilities or equipment such as utility lines, both aerial or buried, within the public right-of-way of the street, alley, or highway to be vacated. The notice shall describe the street, alley, highway, or portion thereof, proposed to be vacated and also give the date, time, and location of the meeting of the governing body at which the proposed vacation is scheduled to be addressed. Any citizen alleging to be affected by the proposed vacation may submit a written objection to the governing body or may request an opportunity to be heard at the public hearing held as required herein.

(b) If the governing body elects to vacate, it shall adopt a resolution which shall describe with accuracy the street, alley, or highway, or portion thereof, to be vacated and shall give the names of the owner or owners of the abutting lots or parcels of land and also the owner or owners of such other lots or parcels of land, if any, which will be cut off from access thereby over some other reasonable and convenient way. The resolution shall further set forth that it is in the interest of the public that such street, alley, or highway, or portion thereof, be vacated ad shall be filed in the probate court of the county. In counties which elect the members of the county commission by single-member districts, the motion to approve the vacation shall be made by the commissioner in whose district the portion of the public street, alley, or highway to be vacated is located. The vacation shall not deprive other property owners of any right they may have to convenient and reasonable means of ingress and egress to and from their property, and if that right is not afforded by the remaining streets and alleys, another street or alley affording that right must be dedicated. The filing of the resolution as required herein shall operate as a declaration of the governing body's vacation and shall divest all public rights and liabilities, including any rights which may have been acquired by prescription, in that part of the public street, alley, or highway vacated. Title and all public rights, including the right to close the street, alley, or highway vacated, shall vest in the abutting landowners. Entities with utility lines, equipment, or facilities in place at the time of vacation, shall have the right to continue to maintain, extend, and enlarge their lines, equipment, and facilities to the same extent as if the vacation had not occurred. Notice of the governing body's action shall be published once in a newspaper in the county no later than 14 days after its adoption.

#### Section 23-4-20(a) of the Code of Alabama 1975 reads as follows:

Subject to the conditions set out in this subsection, any street or alley may be vacated, in whole or in part, by the owner or owners of the land abutting the street or alley or abutting that portion of the street or alley desired to be vacated by following the procedures set out herein. The owner or owners of the land abutting the street or alley to be vacated shall join in a written petition requesting that the street or alley be vacated and shall file the petition with the governing body with jurisdiction over the street or alley, or portion thereof, requesting the governing body's approval of the vacation. Following receipt of the written request for assent, the governing body shall act upon the request applying the same notice, hearing, voting, and appeal procedures as set forth in Section 23-4-2 and 23-4-5, and if the governing body approves the vacation, it shall have the same effect as provided therein, including that the vacation shall not deprive other property owners of any right they have to convenient and reasonable means of ingress and egress to and from their property, and if that right is not afforded by the remaining streets and alleys, another street or alley affording that right must be dedicated.

Staff published a notice (see attached) for the public hearing to be held on January 3, 2023, for four

File #: 23-0441, Version: 1

Item #: EN1

(4) consecutive weeks in Gulf Coast Newspapers. Staff also posted said notice on bulletin boards at the Bay Minette Administration Building, the Foley Satellite Courthouse, the Fairhope Satellite Courthouse and Central Annex in Robertsdale.

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? Yes

Reviewed/approved by: Brad Hicks, County Attorney (approved 11/18/2022) los

Additional comments: N/A

#### <u>ADVERTISING REQUIREMENTS</u>

Is advertising required for this recommendation? Yes

If the proof of publication affidavit is not attached, list the reason: Advertising will take place after Commission approval.

#### **FOLLOW UP IMPLEMENTATION**

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

Individual(s) responsible for follow up: Administration Staff prepare correspondence and have all necessary documents executed by the Chairman. Send documents to Highway Department (Gayle Pierce) for recording (if vacation is granted by the Commission). The Highway Department will have the notice of action by the County Commission published in all Gulf Coast Newspapers within 14 days.

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

Contact:

File #: 23-0441, Version: 1 Item #: EN1

Michael J. & Caryn H. Woerner 25276 James Woerner Lane Elberta, Alabama 36530

**Daniel Kittrell** 1685 William Carey Road Eight Mile, Alabama 36613-2855

Additional instructions/notes: Administration - place in tickler for proof of publication and recorded resolution.

#### **COUNTY OF BALDWIN**

#### STATE OF ALABAMA

#### RESOLUTION NO. 2023-026

# RESOLUTION OF THE COUNTY COMMISSION OF BALDWIN COUNTY, ALABAMA FOR THE VACATION OF AN UNOPENED, UNIMPROVED 20 FOOT RIGHT OF WAY WEST OF S. CEDAR STREET

#### RECITALS:

1. Michael J. Woerner and Caryn H. Woerner are the owners and holders of interest of the lands abutting a 20' unopened, unimproved Right of Way west of S. Cedar Street, more particularly described as follows:

Beginning at a 1" Crimped top iron pipe at the southeast corner of Lot 6, Parkwood Subdivision, as shown on plat thereof recorded on Slide 1153-B in the Office of the Judge of Probate, Baldwin County, Alabama; thence run North 00°08'32" East along the east line of said Subdivision a distance of 20 feet to a point; thence leaving said east line run South 89°57'24" East a distance of 308.99 feet to a point on the west right of way of Cedar Street (60' wide R.O.W.); thence run South 00°07'01" West along said west right of way a distance of 20 feet to a point; thence leaving said west right of way run North 89°57'24" West a distance of 308.99 feet to the point of beginning, lying in the Northeast Quarter of the Southwest Quarter of Section 29, Township 7 South, Range 4 East, Baldwin County, Alabama.

- **2.** Daniel L. Kittrell is the owner of the land at the terminus of the above described Right of Way. Together, Daniel L. Kittrell, Michael J. Woerner, and Caryn H. Woerner are referred to herein as "**Petitioners**".
- 3. The Petitioners have filed a Petition with the County Commission of Baldwin County, Alabama (the "County Commission") requesting that the County Commission adopt a resolution to vacate the Right of Way.
- 4. The Petitioners, pursuant to Section 23-4-2, et. seq., <u>Code of Alabama 1975</u>, desire to destroy the force and effect of the dedication of the <u>Right of Way</u> and divest all public rights, including any and all rights which may have been acquired by prescription in and to the Right of Way.
- 5. The Right of Way is located within the City of Foley, Alabama, but is owned by **Baldwin County**, **Alabama**. The City of Foley has not accepted, improved, or maintained the Right of Way and has no claim or interest therein. The City of Foley's letter disclaiming any interest in the Right of Way is attached hereto as Exhibit "A".

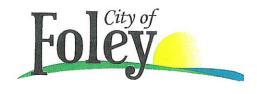
- **6.** It is in the interest of the public that the Right of Way be closed and vacated.
- **7.** The vacation of the Right of Way does not deprive other property owners of such rights as they may have to convenient and reasonable means of ingress and egress to and from their property.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION OF BALDWIN COUNTY, ALABAMA, that the County Commission does assent to the vacation of the Right of Way described in Paragraph 1 of this Resolution and, as such, the Right of Way is hereby vacated and annulled and all public rights and easements therein are divested.

The foregoing resolution was adopte 2022, by the Baldwi	ed and approved on the day of n County Commission.
	Approved:
	Charles F. Gruber, Chairman BALDWIN COUNTY COMMISSION
Attest:	
RONALD J. CINK, BUDGET DIRECTOR BALDWIN COUNTY COMMISSION	

407 E. Laurel Ave. Foley, AL 36535

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



Michael L. Thompson City Administrator

March 23, 2022

Caryn Woerner 25276 James Woerner Lane Elberta, AL. 36530

RE: 20' Right-of-Way

Dear Ms. Woerner,

You have inquired about the 20' right-of-way associated with Tax Parcel: 05-54-09-29-3-000-051.000, and recorded in Deed Book 178, Page 370 in the Baldwin County Probate records. The City of Foley has not accepted, improved, nor maintained this unopened 20' right-of-way. The City has no claim or interests in this existing right-of-way that has been deeded to Baldwin County.

Sincerely,

Michael Thompson City Administrator

Sundal Thy

# BALDWIN COUNTY RIGHT-OF-WAY/EASEMENT VACATION APPLICATION

**Mailing Address** 

Baldwin County Highway Department-Right-of-Way Division P. O. Box 220

Silverhill, AL 36576 Phone: (251)937-0371 or Fax: (251)937-0201

**Primary Contact for Applicant** Name: Mailing Address: 257 City: Elberta Zip code: 36530 Email: Telephone: (25) ) 609 Please list Parcel ID Number(s) that border the proposed right-of-way to be vacated borders Woerner-05-54-09-29-3-000-051.000-105- - - - -05- - - - of unopened 05-05-Row 05- - - - -05- -05-05-05-05- - -05- -05- \_-\_ 05- -05- - - - -05- - - - -05-05-05- - \_-\_ 05- - -\_\_-\_-05- - - -05- - - -Utility Providers: Riviera Utilities - Water, Sewer, Gas LOCATION OF PROPOSED RIGHT-OF-WAY:

LOCATION OF PROPOSED RIGHT-OF-WAY: 314 CEDAR St. SowH  JOLEY, AL 36535
201Ey, AC 36535
J .
DESCRIPTION: 20 FEET WIDE STRIP X ADDROXIMATELY
DESCRIPTION: 20 FEET WIDE STRIP X APPROXIMATELY 308.99' NEAR WEST ROW OF CEPAR ST-FOLEY, al
J
IS THE RIGHT-OF-WAY CURRENTLY MAINTAINED BY BALDWIN COUNTY?YESNO
SIGNATURE OF PRIMARY CONTACT PERSON CARLYN 74. WOLKEL  DATE 714 2022
SIGNATURE OF PRIMARY CONTACT PERSON
DATE 7/14/2022

# PETITION TO THE COUNTY COMMISSION OF BALDWIN COUNTY, ALABAMA FOR ASSENT TO VACATION OF 20 FOOT UNITED ROHTOFWAY

STATE	OF	AT.	AR	AMA	1
DILLI	OI.	1 11	$\iota$ $\iota$	LAIVIL	1

UU	UIN.	ΙY	OF	RALDA	/ IIN

COMES NOW	Daniel	L. Kittrell	

(hereinafter the "Petitioners"), to respectfully request the County Commission of Baldwin County, Alabama (the "County Commission"), to adopt the attached resolution in order to vacate a portion of 10 unique Row described in this Petition. In support of this Petition, your Petitioner(s) shows as follows:

1. The Petitioner(s) owns property which abuts or touches that portion of 20' unspend described as follows:

SEE Page 2 of Deel-Less and rescription

(insert Legal Description) Inst. It 1977211 (attached)

- The Petitioner(s), pursuant to Ala. Code 1975, Section 23-4-20, desire to vacate that portion of 20 'unopened Row described in paragraph 1 of this Petition, and, pursuant to applicable law, destroy the force and effect of the prescriptive rights which may have accrued to Baldwin County on that portion of 20 'unopened Row described in paragraph 1 of this Petition and to divest all public rights, including any and all rights which may have been acquired by prescription in and to that portion of 20 'unopened Row described in paragraph 1 of this Petition.
- 3. The property described as that portion of M'unopenation described in paragraph 1 of this Petition is located in Baldwin County, Alabama and is not located within the municipal limits of any municipality.
- 4. That portion of wind unspend Row described in paragraph 1 of this Petition is of no use to the public as a street.
- 5. That portion of <u>20' unwperred Row</u> described in paragraph 1 of this Petition will not be maintained by Baldwin County, Alabama and will be maintained by the Owners.
- 6. It is in the interest of the public that the portion of 20 unopend 20 described in paragraph 1 of this Petition be closed and vacated.
- 7. The vacation of that portion of 20' unpersolved described in paragraph 1 of this Petition shall not deprive other property owners of such rights as they may have to convenient and reasonable means of ingress and egress to and from their property.

NOW THEREFORE, the Petitioner(s), constituting the owner(s) of propert or touches that portion of 20' (unoqual Row described in paragraph 1 of the being desirous that that portion of 10' unoqual Row described in paragraph 1 Petition be vacated and annulled pursuant to the provisions and requirements of Al Section 23-4-20, do, by execution of this Petition respectfully request the County of Baldwin, Alabama, to consent to the vacation of that portion of 20 described in paragraph 1 of this Petition.	of this la. Code 1975, Commission of
RESPECTFULLY SUBMITTED on this the day of day of	, 20,22
PETITIONER (insert address of petitioner)	(Seal)
PETITIONER	(Seal)
TETTTONER	
STATE OF Alabana	
COUNTY OF Boldwin	
I, Blenda Gayle Lece, a Notary Public, in and for said Countereby certify that wis/are signed to the foregoing conveyance and who is/are known to me, acknowled on this day, that being informed of the contents of this conveyance, has/have executed voluntarily on the day the same bears date.	hose name(s) lged before me
Given under my hand and official seal this 7 day of November 20_22	
Bunda Sufeficia	
My Commission Expires:	nission Expires: aber 13, 2023

## PETITION TO THE COUNTY COMMISSION OF BALDWIN COUNTY, ALABAMA

FOR ASSENT TO VACATION OF <u>20 FUOT UNOPENED RIGHT</u> OF WAY (ROW)

STATE OF ALABAMA

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Petitioner(s) shows as follows:

(hereinafter the "Petitioners"), to respectfully request the County Commission of Baldwin County, Alabama (the "County Commission"), to adopt the attached resolution in order to vacate a portion of 20' unagence Row described in this Petition. In support of this Petition, your

1. The Petitioner(s) owns property which abuts or touches that portion of 20'unupened Row described as follows:

SEE PAGE 2 OF DEED-LESS AND EXCEPT

(insert Legal Description) Inst. # 1977.211 (AHACHED)

- 2. The Petitioner(s), pursuant to Ala. Code 1975, Section 23-4-20, desire to vacate that portion of 20' unopened ROW described in paragraph 1 of this Petition, and, pursuant to applicable law, destroy the force and effect of the prescriptive rights which may have accrued to Baldwin County on that portion of 20' unopened Row described in paragraph 1 of this Petition and to divest all public rights, including any and all rights which may have been acquired by prescription in and to that portion of 20' unopened described in paragraph 1 of this Petition.
- 3. The property described as that portion of 20 uno reperce four described in paragraph 1 of this Petition is located in Baldwin County, Alabama and is not located within the municipal limits of any municipality.
- 4. That portion of <u>20' uno Pener Row</u> described in paragraph 1 of this Petition is of no use to the public as a street.
- 5. That portion of 20 unopener low described in paragraph 1 of this Petition will not be maintained by Baldwin County, Alabama and will be maintained by the Owners.
- 6. It is in the interest of the public that the portion of <u>20'unofenes low</u> described in paragraph 1 of this Petition be closed and vacated.
- 7. The vacation of that portion of 20 unopened low described in paragraph 1 of this Petition shall not deprive other property owners of such rights as they may have to convenient and reasonable means of ingress and egress to and from their property.

NOW THEREFORE, the Petitioner(s), constituting the owner(s) of property which abuts
or touches that portion of 20' unopened Row described in paragraph 1 of this Petition,
being desirous that that portion of 20' uno representation described in paragraph 1 of this Petition be vacated and annulled pursuant to the provisions and requirements of Ala. Code 1975,
Section 23-4-20, do, by execution of this Petition respectfully request the County Commission of
the County of Baldwin, Alabama, to consent to the vacation of that portion of 20' unopened Row
described in paragraph 1 of this Petition.
RESPECTFULLY SUBMITTED on this the $\frac{24^{11}}{24}$ day of $\frac{202}{2}$
Muchi Allia (Seal)
PETITIONER 2
(insert address of petitioner)
Caryn H. Wound (Seal) PETITIONER
I L IIII QIVER
STATE OF Alabama
COUNTY OF Baldwin
I, Karri D. Botts, a Notary Public, in and for said County and State, hereby certify that Michael Twoerner + Carun H. Woerner whose name(s)
is/are signed to the foregoing conveyance and who is/are known to me, acknowledged before me
on this day, that being informed of the contents of this conveyance, has/have executed the same
voluntarily on the day the same bears date.
Given under my hand and official seal this 24 day of 1000,
20  AA.
NOTARY PUBLIC
- alaulanan
My Commission Expires: 02 04 8005

BALDWIN COUNTY, ALABAMA HARRY D'OLIVE, JR. PROBATE JUDGE Filed/cert. 02:10:2022 08:15:27 AM Deed Tax: \$88.00

Deed Tax: \$88.0 Total: \$110.00 4 Pages

# 1977211

#### REAL ESTATE SALES VALIDATION FORM

The following information is provided pursuant to Code of Alabama §40-22-1 (1975). The undersigned Grantor does attest, to the best of Grantor's knowledge and belief that the information in this document is true and accurate. The Grantor understands that any false statement claimed on this form may result in the imposition of the penalties indicated in Code of Alabama §40-22-1 (h) (1975). Grantor's Name Mailing Address Mailing Address Property Address Total Purchase Price Actual Value Assessor's Market Value \$ The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one) (Recordation of documentary evidence is not required) \_\_\_\_\_ Bill of Sale; \_\_\_\_\_ Appraisal; \_\_\_\_\_ Sales Contract; Closing Statement; Other STATE OF ALABAMA: COUNTY OF BALDWIN:

WARRANTY DEED

MALL MEN BY THESE PRESENTS, that ALBERT COWART, a(n) MALL MEN BY THESE PRESENTS, that ALBERT COWART, a(n) MALL MEN BY THESE PRESENTS, that ALBERT COWART, a(n) MALL MEN BY THESE PRESENTS, that ALBERT COWART, a(n) MALL MEN BY THESE PRESENTS, that ALBERT COWART, a(n) MALL MEN BY THESE PRESENTS, and man, the being the surviving Grantees in that certain deed recorded at Instrument #1701063, in the Office of the Judge of Probate of Baldwin County, Alabama, the other Grantee, MABEL E. THOMAS, having died on June 28, 2021), ("Grantors"), for and in consideration of the sum of TEN DOLLARS (\$10.00) in cash and other good and valuable consideration, in hand paid to the Grantors by MICHAEL J. WOERNER and CARYN H.

WOERNER, ("Grantees"), the receipt and sufficiency of which is hereby acknowledged, subject to all matters and things hereinafter set forth, has this day bargained and sold and by these presents does hereby GRANT, BARGAIN, SELL AND CONVEY unto the said Grantees, as tenants in common, and with equal rights and interests for the period or term that the said Grantees shall both survive and unto the survivor of the said Grantees, at the death of the other, in fee simple, together with every contingent remainder and right of reversion, all that real property situated in the County of Baldwin, State of Alabama, described as follows, to-wit:

BEGINNING AT A 1/2" OPEN TOP IRON PIPE AT THE SOUTHEAST CORNER OF LOT 3, PARK WOOD SUBDIVISION, AS SHOWN ON PLAT THEREOF RECORDED ON SLIDE 1153-B IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA; THENCE RUN NORTH 00°23'12" EAST ALONG THE EAST LINE OF SAID LOT 3 A DISTANCE OF 83.87 FEET TO 5/8" IRON REBAR WITH CAP (BABB); THENCE RUN SOUTH 89°47'45" EAST ALONG THE SOUTH LINE OF LOTS 4 THRU 6 OF SAID SUBDIVISION A DISTANCE OF 258.78 FEET TO A 1" CRIMPED TOP IRON PIPE; THENCE RUN NORTH 00°08'32" EAST ALONG THE EAST LINE OF SAID SUBDIVISION A DISTANCE OF 178.30 FEET TO A 1/2" IRON REBAR WITH CAP (LS#13402) AT THE SOUTHWEST CORNER OF LOT 5, CEDAR PLACE SUBDIVISION, AS SHOWN ON PLAT THEREOF RECORDED ON SLIDE 1309-B IN SAID PROBATE OFFICE; THENCE RUN SOUTH 89°29'52" EAST ALONG THE SOUTH LINE OF LOT 5 OF SAID CEDAR PLACE A DISTANCE OF 308.91 FEET TO A 1/2" IRON REBAR WITH CAP (LS#13402) LYING ON THE WESTERLY RIGHT-OF-WAY OF CEDAR STREET (60' WIDE R.O.W.); THENCE LEAVING SAID SOUTH LINE RUN SOUTH 00°07'01" WEST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 259.83 FEET TO A 1/2" IRON REBAR WITH CAP (LS#13402); THENCE LEAVING SAID RIGHT-OF-WAY RUN NORTH 89°52'14" WEST A DISTANCE OF 568.16 FEET TO A 1/2" OPEN TOP IRON PIPE AT THE POINT OF BEGINNING; SAID DESCRIBED PARCEL LYING WITHIN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 7 SOUTH, RANGE 4 EAST, BALDWIN COUNTY, ALABAMA.

LESS AND EXCEPT A 20 FEET WIDE STRIP CONVEYED TO BALDWIN
COUNTY FOR RIGHT-OF-WAY IN DEED BOOK 178, PAGE 370, BEING MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1" CRIMPED TOP IRON PIPE AT THE SOUTHEAST CORNER OF LOT 6, PARKWOOD SUBDIVISION, AS SHOWN ON PLAT THEREOF RECORDED ON SLIDE 1153-B IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA; THENCE RUN NORTH 00°08'32" EAST ALONG THE EAST LINE OF SAID SUBDIVISION A DISTANCE OF 20.00 FEET TO A POINT; THENCE LEAVING SAID EAST LINE RUN SOUTH 89°57'24" EAST A DISTANCE OF 308.99 FEET TO A POINT THE WEST RIGHT-OF-WAY OF CEDAR STREET (60' WIDE R.O.W.); THENCE RUN SOUTH 00°07'01" WEST ALONG SAID WEST RIGHT-OF-WAY A DISTANCE OF 20.00 FEET TO A POINT; THENCE LEAVING SAID WEST RIGHT-OF-WAY RUN NORTH 89°57'24" WEST A DISTANCE OF 308.99 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT such oil, gas and other mineral interests and all rights and privileges in connection therewith as may have been reserved or conveyed by prior owners, if any.

Grantors, ALBERT COWART and KEITH COWART, if married, hereby state that the above described property does not constitute part of their homesteads nor does it constitute part of the homesteads of their spouses.

THIS CONVEYANCE AND THE WARRANTIES CONTAINED HEREIN ARE MADE SUBJECT TO THE FOLLOWING:

- Right-of-way and easement granted the City of Foley by William L Cowart and Mabel E Cowart, dated June 23, 1970, and recorded in Deed Book 405 page 58.
- Reservation for roadway appearing of record in Deed from Magnolia Springs Land Company to Nick Thielen and Peter Schumacher, dated February 18, 1901, and recorded in Deed Book 12 page 627.
- Easement granted the Utilities Board of the Town of Foley by Nellie G Topp and Henry Topp, dated June 23, 1970, and recorded in Deed Book 405 page 57.
- 4. Terms, conditions, rules, regulations, subdivision regulations, ordinances, and other matters relating to the City of Foley, Alabama, including, but not limited to: (a) City of Foley, Alabama, Subdivision Regulations dated January 7, 2008, and recorded at Instrument 1098026, and all amendments thereto. (b) Tree and Natural Feature Preservation Ordinance Number 1009-07, recorded at Instrument 1079685, as the same may have been modified at Instrument 1556660, Heritage Tree Preservation Ordinance Number 15-1003 as recorded at Instrument 1508545, Ordinance Number 15-1003 Regulating Environmental Permits Related to Land Disturbance within the City of Foley recorded at Instrument 1508544, and Ordinance 16-2001-ORD, Rescinding Ordinance 1009-07 recorded at Instrument 1556660. (c) City of Foley Ordinance No. 986-07, adopting the 2006 International Building (ICC) codes and supplemental provisions to upgrade the various codes relating to the inspection activities of the City of Foley and enforcement of the building provisions and fire safety as provided in said codes, dated June 18, 2007, as amended at Instruments 1110234, 1118864, 1198497; Ordinance No. 1200-12 adopting the 2009 codes, dated July 2, 2012 and recorded at Instrument 1348178; Ordinance No. 13-1025 approving the amendments to the City of Foley Building Codes, dated January 7, 2013, and recorded at Instrument 1380798; Ordinance No. 13-1043 adopting and amending the 2009 codes, dated November 4, 2013 and recorded at Instrument 1429467, as amended in Ordinance 13:1054 at Instrument 1436249; Ordinance No. 15-1013 adopting the 2012 codes, dated June 1, 2015 and recorded at Instrument 1517983; Ordinance No. 16-2020-ORD adopting the 2012 codes, dated September 6, 2016 and recorded at Instrument 1594654; Ordinance 17-2028-ORD, Building Code & Fee Amendments recorded at Instrument 1646589; Ordinance 17-2029-ORD, Amendments to Manual for Design and Construction Standards, recorded at Instrument 1648524; Ordinance 17-2036-ORD rescinding Ordinance 17-2028 Building Codes and Fee Amendments recorded at Instrument 1655740; Ordinance 17-2037-ORD, Building Code & Fee Amendment recorded at Instrument 1655741;

Ordinance 17-2038-ORD rescinding Ordinance 17-2029, Amendments to the Manual for Design and Construction Standards Ordinance as recorded at Instrument 1655742; Ordinance 17-2039-ORD, Amendments to the Manual for Design and Construction Standards Ordinance, recorded at Instrument 1655743; Ordinance 18-2004-ORD Amending Building Code & Fee Amendments as recorded at Instrument 1685212; Resolution 2018-120, Ordinance 19-2023-ORD, An Ordinance to Amend the Manual for Design and Construction Standards recorded at Instrument 1786474; and Ordinance 20-2005-ORD, Adopting the 2018 International Building (ICC) Codes and Supplement Provisions recorded at Instrument 1827606.

The recording references refer to the records in the Office of the Judge of Probate of Baldwin County, Alabama, unless otherwise indicated.

TOGETHER WITH ALL AND SINGULAR, the rights, members, privileges and appurtenances thereunto belonging, or in anywise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said Grantees, as tenants in common, and with equal rights and interests for the period or term that the said Grantees shall both survive and unto the survivor of the said Grantees, at the death of the other, in fee simple, together with every contingent remainder and right of reversion, and to their heirs and assigns, FOREVER.

And, except as to the above and taxes hereafter falling due which are assumed by the Grantees, Grantors do, for Grantors and for their heirs and assigns of Grantors, hereby covenant with the Grantees that Grantors are seized of an indefeasible estate in fee simple in said property, is in quiet and peaceable possession thereof, that said property is free and clear of all encumbrances, and that Grantors do hereby WARRANT AND WILL FOREVER DEFEND the title to said property and the quiet and peaceable possession thereof, unto the Grantees, and to the heirs and assigns of Grantees, against the lawful claims of all persons whomsoever.

It is the intention of the Grantees herein that the title be taken in their joint names as tenants in common with cross-contingent remainders to the survivor in fee, and that this estate be destructible only with the consent of all Grantees.

IN WITNESS WHEREOF, the Granto	ors have hereunto set their hand and seal on th	is the
	ALBERT COWART  KEITH COWART	_(SEAL)
STATE OF		
COUNTY OF BALCHU		
I the undersigned outhority a Notare	Dublis is said on the control of the	

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that ALBERT COWART, 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 has executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the

day of \_\_\_\_\_\_\_, 2

NOTARY PUBLIC

My Commission Expires:

STATE OF Alabama
COUNTY OF Ta Vanleage

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that KEITH COWART, 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 has executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the

day of February,

NOTARY PUBLIC My Commission Expires:

THE SCRIVENER OF THIS DEED REPRESENTS NEITHER GRANTOR NOR GRANTEE AND RECOMMENDS EACH PARTY RETAIN INDEPENDENT LEGAL COUNSEL TO REVIEW SAID DOCUMENT.

Laura Businelle Notary Public Alabama State at Large Comm. Exp. 10/28/2024

THIS INSTRUMENT PREPARED BY: G. DAVID CHAPMAN III, P.C. Attorney at Law Post Office Box 1508 Gulf Shores, Alabama 36547 File #22.0607



#### **BALDWIN COUNTY**

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

FAX (251) 937-0201

JOEY NUNNALLY, P.E. COUNTY ENGINEER

#### NOTICE OF PUBLIC HEARING

CASE NO: VAC-22-3

**NOTICE IS HEREBY GIVEN** in accordance with Section 23-4-2 and 23-4-20 of the Code of Alabama (1975), as amended, that the Baldwin County Commission will hold a Public Hearing on **Tuesday**, **January 3rd**, **2023**, beginning at 10:00 a.m. at the Baldwin County Administration Building, Commission Chambers, 322 Courthouse Square in Bay Minette, Alabama to consider vacating an unopened, unimproved 20 foot right of way west of S.Cedar Street. More particularly described as follows:

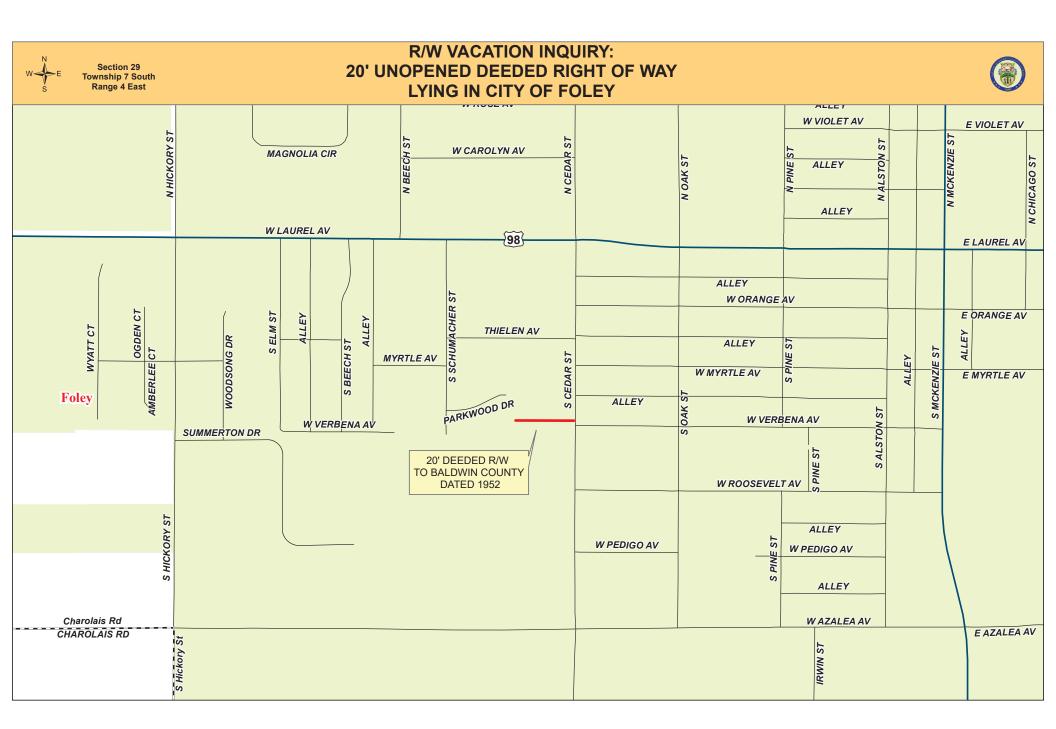
## LEGAL DESCRIPTION OF UNOPENED, UNIMPROVED 20 FOOT RIGHT OF WAY PROPOSED TO BE VACATED

Beginning at a 1" Crimped top iron pipe at the southeast corner of Lot 6, Parkwood Subdivision, as shown on plat thereof recorded on Slide 1153-B in the Office of the Judge of Probate, Baldwin County, Alabama; thence run North 00°08'32" East along the east line of said Subdivision a distance of 20 feet to a point; thence leaving said east line run South 89°57'24" East a distance of 308.99 feet to a point on the west right of way of Cedar Street (60' wide R.O.W.); thence run South 00°07'01" West along said west right of way a distance of 20 feet to a point; thence leaving said west right of way run North 89°57'24" West a distance of 308.99 feet to the point of beginning, lying in the Northeast Quarter of the Southwest Quarter of Section 29, Township 7 South, Range 4 East, Baldwin County, Alabama.

## LAYMEN'S DESCRIPTION OF UNOPENED, UNIMPROVED 20 FOOT RIGHT OF WAY PROPOSED TO BE VACATED

A 20 foot right of way running east and west, west of South Cedar Street as recorded in Deed Book 178, page 370, Baldwin County Probate Records, and lying in the Northeast Quarter of the Southwest Quarter of Section 29, Township 7 South, Range 4 East, Baldwin County, Alabama.

For any questions pertaining to this action, please contact the Baldwin County Highway Department/ at 251-937-0371.

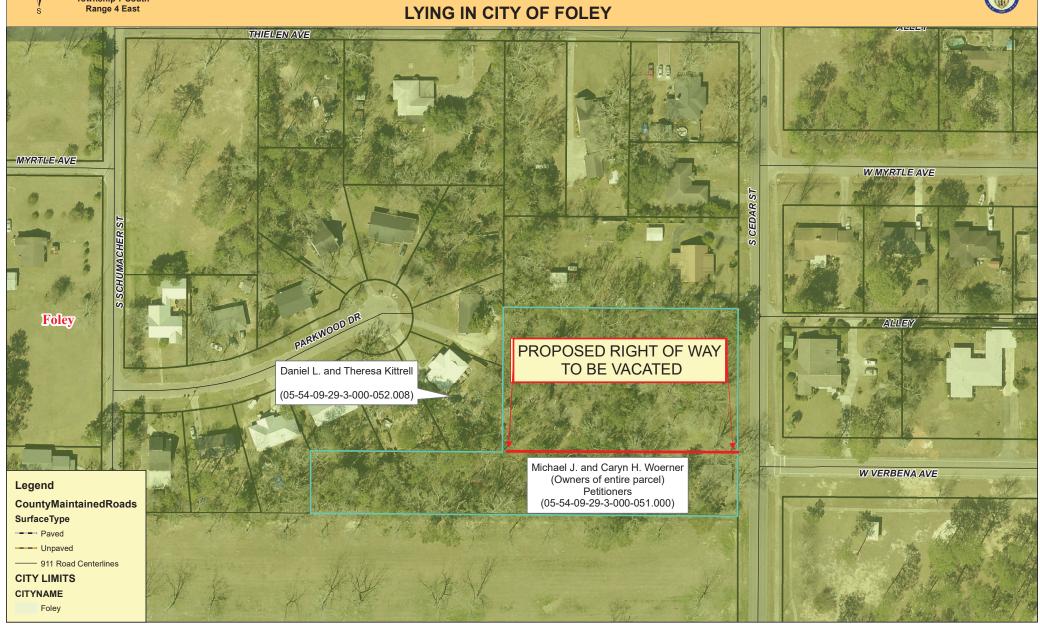


## W E

Section 29 Township 7 South Range 4 East

## R/W VACATION REQUEST: 20' UNOPENED DEEDED RIGHT OF WAY WEST OF S CEDAR STREET LYING IN CITY OF FOLEY





EN1-Addendum Attachment Case No. Vac 22-3 Proof of Publication January 3, 2023 BCC Mtg

## 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 <a href="The Courier">The Courier</a>, The Islander, The Onlooker, & or The Baldwin Times in the issue/s of:

12/07/2022, 12/14/2022, 12/21/2022, 12/28/2022

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 12/28/2022.

BALDWIN COUNTY HIGHWAY DEPT.- LE

Acct#: 983493 Ad#: 341064

CASE NO: VAC-22-3 Amount of Ad: \$508.88 Legal File# VAC-22-3

#### NOTICE OF PUBLIC HEARING

CASE NO: VAC-22-3

NOTICE IS HEREBY GIVEN in accordance with Section 23-4-2 and 23-4-20 of the Code of Alabama (1975), as amended, that the Baldwin County Commission will hold a Public Hearing on Tuesday, January 3rd, 2023, beginning at 10:00 a.m. at the Baldwin County Administration Building, Com-mission Chambers, 322 Courthouse Square in Bay Minette, Alabama to consider vacating an unopened, unimproved 20 foot right of way west of S.Cedar Street. More particularly described as follows:

LEGAL DESCRIPTION OF UNOPENED, UNIMPROVED 20 FOOT RIGHT OF WAY PROPOSED TO BE VACATED

Beginning at a 1" Crimped top iron pipe at the southeast corner of Lot 6, Parkwood Subdivision, as shown on plat thereof recorded on Slide 1153-B in the Office of the Judge of Probate, Baldwin County, Alabama; thence run North 00°08'32" East along the east line of said Subdivision a distance of 20 feet to a point; thence leaving said east line run South 89°57'24" East a distance of 308.99 feet to a point on the west right of way of Cedar Street (60' wide R.O.W.); thence run South 00°07'01" West along said west right of way a distance of 20 feet to a point; thence leaving said west right of way run North 89°57'24" West a distance of 308.99 feet to the point of beginning, lying in the Northeast Quarter of the Southwest Quarter of Section 29, Township 7 South, Range 4 East, Baldwin County, Alabama.

LAYMEN'S DESCRIPTION OF UNOPENED, UNIMPROVED 20 FOOT RIGHT OF WAY PROPOSED TO BE VACATED

A 20 foot right of way running east and west, west of South Cedar Street as recorded in Deed Book 178, page 370, Baldwin County Probate Records, and lying in the Northeast Quarter of the Southwest Quarter of Section 29, Township 7 South, Range 4 East, Baldwin County, Alabama.

For any questions pertaining to this action, please contact the Baldwin County Highway Department/ at 251-937-0371

December 7-14-21-28, 2022



### **Baldwin County Commission**

#### **Agenda Action Form**

File #: 23-0308, Version: 1 Item #: FA1

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 1/3/2023 Item Status: New

From: Commissioner Charles F. Gruber. Chairman

Submitted by: Anu Gary, Administrative Services Manager

#### ITEM TITLE

Appointed Contract Employees - Considerations Related to Employment Contracts

#### STAFF RECOMMENDATION

**Discussion item only at this time -** Discuss contracts for appointed employees.

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 TBD applicable to the position of Budget Director, with an annual compensation of \$ TBD, with said Contract being effective on TBD and expiring on TBD.

2) Building Official - Considerations Related to Employment Contract

Authorize and approve the execution of the Employment Contract between the Baldwin County Commission and TBD applicable to the position of Building Official, with an annual compensation of \$ TBD, with said Contract being effective on TBD and expiring on TBD.

3) Clerk / Treasurer - Considerations Related to Employment Contract

Authorize and approve the execution of the Employment Contract between the Baldwin County Commission and TBD applicable to the position of Clerk / Treasurer, with an annual compensation of \$TBD, with said Contract being effective on TBD and expiring on TBD.

4) Communication and Information Systems Director - Considerations Related to Employment Contract

Authorize and approve the execution of the Employment Contract between the Baldwin County Commission and TBD applicable to the position of Communication and Information Systems Director,

#### File #: 23-0308, Version: 1

Item #: FA1

with an annual compensation of \$TBD, with said Contract being effective on TBD and expiring on TBD.

#### 5) County Administrator - Considerations Related to Employment Contract

Authorize and approve the execution of the Employment Contract between the Baldwin County Commission and TBD applicable to the position of County Administrator, with an annual compensation of \$TBD, with said Contract being effective on TBD and expiring on TBD.

#### 6) County Engineer - Considerations Related to Employment Contract

Authorize and approve the execution of the Employment Contract between the Baldwin County Commission and TBD applicable to the position of County Engineer, with an annual compensation of \$TBD, with said Contract being effective on TBD and expiring on TBD.

#### 7) Development and Environmental Director (Solid Waste) - Considerations Related to **Employment Contract**

Authorize and approve the execution of the Employment Contract between the Baldwin County Commission and TBD applicable to the position of Development and Environmental Director, with an annual compensation of \$TBD, with said Contract being effective on TBD and expiring on TBD.

#### 8) Emergency Management Director - Considerations Related to Employment Contract

Authorize and approve the execution of the Employment Contract between the Baldwin County Commission and TBD applicable to the position of Emergency Management Director, with an annual compensation of \$TBD, with said Contract being effective on TBD and expiring on TBD.

#### Juvenile Detention Director - Considerations Related to Employment Contract

Authorize and approve the execution of the Employment Contract between the Baldwin County Commission and TBD applicable to the position of Juvenile Detention Director, with an annual compensation of \$TBD, with said Contract being effective on TBD and expiring on TBD.

#### 10) Personnel Director - Considerations Related to Employment Contract

Authorize and approve the execution of the Employment Contract between the Baldwin County Commission and TBD applicable to the position of Personnel Director, with an annual compensation of \$TBD, with said Contract being effective on TBD and expiring on TBD.

#### **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

Item #: FA1 File #: 23-0308, Version: 1

-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

Item #: FA1 File #: 23-0308, Version: 1

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

#### LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

#### ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

#### FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: 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 TBD 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 insert written amount here (\$insert number amount here). 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.

#### <u>ASSIGNMENT</u>

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 COM	MMISSION
ATTEST:	By: CHARLES F. GRUBER As Its: Chairman	Date
NAME HERE As Its: Title Here		
	INSERT NAME HERE (APPOINTED CONTRAC	Г EMPLOYEE)
	NAME HERE	/

#### **NOTARY PAGE TO FOLLOW**

STATE OF ALABAMA )	
COUNTY OF BALDWIN )	
and, whose name as COMMISSION, a county commission and signed to the foregoing instrument and who this day that, being informed of the content full authority, executed the same voluntarily	, a Notary Public, in and for said HARLES F. GRUBER, whose name as Chairman, of the BALDWIN COUNTY political subdivision of the State of Alabama, are no are known to me, acknowledged before me on s of the instrument, they, as such officers and with y for and as the act of said county commission.
Given under my hand and seal this	day of, 20
	Notary Public, Baldwin County, Alabama My Commission Expires:
STATE OF ALABAMA )	
COUNTY OF BALDWIN )	
foregoing instrument and who is known t	, a Notary Public, in and for said it insert name here, whose name is signed to the o me, acknowledged before me on this date, being at, he/she executed the same voluntarily on the day
Given under my hand and seal this t	theday of, 20
	Notary Public: Baldwin County, Alabama My Commission Expires:



### **Baldwin County Commission**

#### **Agenda Action Form**

**Meeting Type:** BCC Regular Meeting

Meeting Date: 1/3/2023 Item Status: Addendum

**From:** Ron Cink, Budget Director Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

#### **ITEM TITLE**

Grants Department - Approval of Position Descriptions

#### STAFF RECOMMENDATION

Approve the position descriptions for the Grants Director and Grants Administrator positions.

#### BACKGROUND INFORMATION

**Background:** The Budget Director respectfully requests that the above recommendation is approved.

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**

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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

Additional instructions/notes: N/A

#### POSITION DESCRIPTION

Title: Grants Director

Department: Grants

Job Analysis: January 2023

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

#### Relationships

Reports To: County Administrator

Subordinates: Grants Administrator

Internal Contacts: County Commission Staff, County Employees

External Contacts: Local, State, and Federal Agencies, Vendors, General Public

Status: Classified/Exempt (S320)

#### **Job Summary**

The Grants Director is responsible for directing and managing all aspects of local, state, federal, grants for Baldwin County. This position coordinates and provides guidance and support to Baldwin County Commission Departments in identification, development, and management of grants; managing the full grant cycle from application to closeout while ensuring compliance requirements are met. This position also manages and directs the staff of the Grants Department.

#### **Job Domains**

#### A. Grants Management

- 1. Administers and monitors all grant programs, compliance, and projects.
- 2. Coordinates the planning and preparation of grant proposals for one or more Baldwin County Commission departments, provides guidance and assistance in interpretation of funding agency regulations and requirements.
- 3. Oversees all grant submissions, ensuring the proposal is formatted, packaged, and submitted in accordance with granting agency requirements.
- 4. Develops procedures, schedules, and objectives to verify all grant expenditures are in compliance with procurement laws and with the terms and conditions of the awarding instruments.
- 5. Ensures eligible administrative costs are recovered or funded.

- 6. Advises and assists in preparation of grant documentation, including grant writing.
- 7. Creates standard and special reports, summaries, analyses, as required/needed by the Baldwin County Commission.
- 8. Maintains specialized database and system used for recording and tracking grant proposals, awards, and additional information.
- 9. Develops and maintains a library of reference documentation, including such information as funding agency requirements, forms, and other pertinent material.
- 10. Monitors and coordinates the administration of post award grants to ensure that budgeting and administrative policies, procedures, and agency requirements are being followed.
- 11. Actively pursues new grants.
- 12. Assists Finance and Accounting staff in preparing and maintaining a list and supporting documentation of all County grants for the Auditors (SEFA Report).
- 13. Prepares all grant and compliance reports as required.
- 14. Works with auditors to ensure that all Baldwin County grants are in full compliance with state and federal audit requirements.
- 15. Works closely with Purchasing Director in writing Requests for Proposals (RFP) and procurement administration.
- 16. Evaluate and monitor program achievement against target goals, recommending modifications as necessary.
- 17. Participate in meetings as required with staff to assist in identifying and supporting any outstanding compliance issues.
- 18. Prepares and/or supplies data for local, state, and federal, grant reports or reimbursement requests and assists with the year-end audit process.
- 19. Works with finance and budget to assign proper account codes to revenues and expenditures by fund and line item including funding and expense strings within the Grants/Project module.
- 20. Verifies that County grant accounting records are correct and balanced monthly.
- 21. Perform additional responsibilities as designated by the Administrator and/or County Commission.

#### **Knowledge, Skills, and Abilities**

(Any item with an asterisk will be taught on the job.)

- 1. Excellent verbal and written communication skills.
- 2. Skilled in the use of computers and software related to job (word processing, spreadsheets).
- 3. Ability to prepare grant applications, reports, and correspondence.
- 4. Ability to analyze complex grant applications and interpret financial data.
- 5. Exceptional research skills.
- 6. Organizational and project management skills.
- 7. Ability to manage multiple simultaneous projects and meet deadlines.
- 8. Ability to work independently with excellent time management skills.
- 9. Ability to be discreet with personal information that may be needed.
- 10. Ability to establish and maintain effective working relationships with citizens, employees, supervisors, and the public.

#### Other Characteristics

#### POSITION DESCRIPTION

Title: Grants Administrator

Department: Grants

Job Analysis: January 2023

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

#### Relationships

Reports To: Grants Director, County Administrator

Subordinates: None

Internal Contacts: County Commission Staff, County Employees

External Contacts: Local, State, and Federal Agencies, Vendors, General Public

Status: Classified/Exempt (S318)

#### **Job Summary**

The Grants Administrator is responsible for assisting in all aspects of local, state, and federal grants for Baldwin County. This position provides guidance and support to Baldwin County Commission Departments in identification, development, and management of grants and assists with managing the grant process from application to closeout while ensuring compliance requirements are met. This position also works directly with vendors and sub-grantees to monitor paperwork and general field audit of projects.

#### **Job Domains**

#### A. Grants Management

- 1. Assists with administering and monitoring all grant programs and projects.
- 2. Assists in the planning and preparation of grant proposals for one or more Baldwin County Commission departments, provides guidance and assistance in interpretation of funding agency regulations and requirements.
- 3. Assists with overseeing all grant submissions, ensuring the proposal is formatted, packaged, and submitted in accordance with granting agency requirements.
- 4. Assists with developing procedures, schedules, and objectives to verify all grant expenditures are in compliance with contracts, granting agency requirements, and procurement laws.
- 5. Assists in preparation of grant documentation, including grant writing.

- 6. Assists with creation and distribution of standard and special reports, summaries, analyses, as required/needed by the Baldwin County Commission.
- 7. Assists with maintaining specialized database and system used for recording and tracking grant proposals, awards, and additional information.
- 8. Assists with developing and maintaining a library of reference documentation, including such information as funding agency requirements, forms, and other pertinent material.
- 9. Assists with monitoring and coordinating the administration of post award grants to ensure that budgeting and administrative policies, procedures, and agency requirements are being followed.
- 10. Actively pursues new grants.
- 11. Assists with preparing and maintaining a list and supporting documentation of all County grants for the Auditors (SEFA Report).
- 12. Prepares all grant and compliance reports as required.
- 13. Assist Grants Director in writing Requests for Proposals (RFP) and procurement administration.
- 14. Assists with preparing and/or suppling data for local, state, and federal, grant reports or reimbursement requests and assists with year-end audit process.
- 15. Assigns proper account codes to revenues and expenditures by fund and line item.

#### Knowledge, Skills, and Abilities

(Any item with an asterisk will be taught on the job.)

- 1. Excellent verbal and written communication skills.
- 2. Skilled in the use of computers and software related to job (word processing, spreadsheets).
- 3. Ability to prepare grant applications, reports, and correspondence.
- 4. Ability to analyze complex grant applications and interpret financial data.
- 5. Ability to be discreet with personal information that may be needed.
- 6. Ability to establish and maintain effective working relationships with citizens, employees, supervisors, and the public.

#### **Other Characteristics**

- 1. Willing to work nonstandard hours, as necessary and travel out of County as needed.
- 2. Willing to attend meetings, conferences, workshops, and training sessions as related in assigned work area.

#### **Minimum Qualifications**

- 1. Require a minimum of three (3) to five (5) years of experience in grant solicitation and management with a thorough understanding of local, state, and federal funding sources.
- 2. Bachelor's degree in a related field is preferred.
- 3. Experience in preparing budget and financial reports is preferred.

- 1. Willing to work nonstandard hours, as necessary and travel out of County as needed.
- 2. Willing to attend meetings, conferences, workshops, and training sessions as related in assigned work area.

#### **Minimum Qualifications**

- 1. Require a minimum of five (5) to seven (7) years of experience in grant solicitation and management with a thorough understanding of local, state, and federal funding sources.
- 2. Bachelor's degree in a related field is preferred.
- 3. Knowledge in preparing budget and financial reports is preferred.