Baldwin County Commission



Work Session Meeting Agenda Tuesday, January 17, 2023 8:30 AM

Baldwin County Fairhope Satellite Courthouse County Commission Meeting Chambers - 2nd Floor 1100 Fairhope Avenue Fairhope, Alabama 36532

Regular Meeting Agenda Tuesday, January 17, 2023 10:00 AM

Baldwin County Fairhope Satellite Courthouse County Commission Meeting Chambers - 2nd Floor 1100 Fairhope Avenue Fairhope, Alabama 36532

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

OATHS OF OFFICE

Investiture of Circuit Judge Scott Taylor administered by Alabama Supreme Court Justice Sarah Stewart.

Oath of Office of Sheriff Huey Hoss Mack administered by Circuit Judge James Reid.

Oath of Office of Coroner Dr. Brian Pierce administered by Probate Judge Harry D'Olive.

A ADOPTION OF MINUTES

January 3, 2023, Regular Meeting

B COMMITTEE REPORTS

BA FINANCE/ADMINISTRATION DIVISION BA1 Payment of Bills 23-0483 BA2 Notification of Interim Payments Approved by Clerk/Treasurer as Allowed **23-0482 Under Policy 8.1** C CONSENT CA **ADMINISTRATION** CA1 Fort Morgan 4th Annual Mardi Gras Parade 23-0475 CA2 Consideration for Rescheduling Baldwin County Commission February 22, 23-0488 2023, Work Session Meeting and February 22, 2023, Regular Meeting Letter to Alabama Department of Economic and Community Affairs -CA3 23-0520 Volunteer Fire Departments/Fire Departments/Search and Rescue Units

СВ	ANIMAL CONTROL	
CB1	Veterinary Service Agreements for the Baldwin County Animal Shelter	23-0417
СС	ARCHIVES AND HISTORY	
CC1	OnCell Systems, Inc Agreement for Professional Services for the Baldwin County Historic Tours App	<u>23-0400</u>
CE	BUDGET/PURCHASING	
CE1	Competitive Bid #WG23-05A - Provision of Instant Pre-cooked Meals for the Baldwin County Commission	<u>23-0515</u>
CE2	Competitive Bid #WG23-07 - Provision of Police Vehicle Equipment (Brake Rotors/Pads) for the Baldwin County Commission	<u>23-0529</u>
CE3	Competitive Bid #WG23-09 - Purchase of One (1) New 2023 Chevrolet Tahoe 4WD Z71 or Equivalent for the Baldwin County Commission	<u>23-0507</u>
CE4	Competitive Bid #WG23-10 - Provision of Delineator Posts and Mounting Kits for the Baldwin County Commission	<u>23-0531</u>
CE5	Contract Extension for Professional Services to Support IBM I Servers (AS400) for the Baldwin County Commission	<u>23-0528</u>
CE6	Quote for Repairs to the Baldwin County Annex IV Elevator Located in Bay Minette, Alabama for the Baldwin County Commission	23-0522
СК	EMERGENCY MANAGEMENT AGENCY (EMA)	
CK1	Memorandum of Understanding with Alabama Department of Human Resources and City of Robertsdale to use Baldwin County Coliseum as a Medical Needs Shelter	<u>23-0476</u>
CL	ENVIRONMENTAL MANAGEMENT	
CL1	Baldwin County Solid Waste Uncollectible Residential Accounts - January 2023	<u>23-0487</u>
CN	HIGHWAY	
CN1	Execution of IRS Form 8283 for Donated Right-of-Way on Project No. HW22149 - Blueberry Lane (Tract 1)	<u>23-0521</u>
CN2	Execution of IRS Form 8283 for Donated Right-of-Way on Project No. HW21177 and HW08392 - Boros Road (Tract 1)	<u>23-0489</u>
CN3	Execution of IRS Form 8283 for Donated Right-of-Way on Project No. HW21177 - Boros Road (Tract 2)	<u>23-0490</u>

CN4	Execution of IRS Form 8283 for Donated Right-of-Way on Project No. HW21177 - Boros Road (Tract 4)	23-0491
CN5	Execution of IRS Form 8283 for Donated Right-of-Way on Project No. HW21177 - Boros Road (Tract 6)	23-0493
CN6	Execution of IRS Form 8283 for Donated Right-of-Way on Project No. HW08392 - Boros Road (Tract 7)	23-0495
CN7	Execution of IRS Form 8283 for Donated Right-of-Way on Project No. HW08392 - Boros Road (Tract 9)	23-0498
CN8	Execution of IRS Form 8283 for Donated Right-of-Way on Project No. HW08392 - Boros Road (Tract 12)	<u>23-0499</u>
CN9	Execution of IRS Form 8283 for Donated Right-of-Way on Project No. HW08392 - Boros Road (Tract 13)	<u>23-0519</u>
CN10	Execution of IRS Form 8283 for Donated Right-of-Way on Project No. HW22010 - Canyon Drive (Tract 1)	23-0523
CN11	Execution of IRS Form 8283 for Donated Right-of-Way on Project No. HW22010 - Canyon Drive (Tract 2)	23-0524
CN12	Execution of IRS Form 8283 for Donated Right-of-Way on Project No. HW22010 - Canyon Drive (Tract 3)	<u>23-0525</u>
CN13	Execution of IRS Form 8283 for Donated Right-of-Way on Project No. HW22020 - Paul Cleverdon Road (Tract 2)	23-0526
CN14	Execution of IRS Form 8283 for Donated Right-of-Way on Project No. HW19121000/0212119 - Russian Road (Tract 18)	23-0527
CN15	Case No. S-19028 - Hill Top Subdivision, Phase One - Release Maintenance Bond	23-0477
СО	JUVENILE DETENTION	
CO1	Alabama Department of Youth Services (DYS) Part 1 and Part 2 Grant Subsidy Agreement Fiscal Year 2022 - 2023	23-0544
CQ	PERSONNEL	
CQ1	Building Inspection Department - Employment of Two (2) Building Inspector III Positions	<u>23-0539</u>
CQ2	Highway Department (Foley) - Employment of One (1) Operator Technician III Position	<u>23-0502</u>
CQ3	*Highway Department (Silverhill) - Personnel Changes	<u>23-0503</u>

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	CQ4	Highway Department (Traffic Operations) - Personnel Changes	23-0504
	CQ5	Juvenile Detention Center - Employment of One (1) Part-Time Detention Worker I Position	<u>23-0505</u>
	CQ6	Probate Office - Personnel Changes	<u>23-0510</u>
	CQ7	Probate Office - Request for Leave of Absence	<u>23-0530</u>
	CQ8	Probate Office - Request for Leave of Absence	<u>23-0509</u>
	CQ9	Sales & Use Tax/License Inspection Department - Request for Leave of Absence	<u>23-0512</u>
	CQ10	Association of County Commissions of Alabama Liability Self Insurance, Property and Content, Inland Marine / Equipment, Auto / Vehicle and Canine Insurance Coverage - Continuance of Coverage	<u>23-0506</u>
	CQ11	Maritime Employer's Liability Policy Renewal	<u>23-0508</u>
	CR	PLANNING AND ZONING	
	CR1	Baldwin County Commission Board of Adjustment #2 - Board Appointment(s)	<u>23-0409</u>
	CR2	2023 Municipal Separate Storm Sewer Systems (MS4) Phase II Permit - Appointment of Responsible Official (RO)	<u>23-0473</u>
D	PF	RESENTATIONS	
	DA	GENERAL	
	DA1	Employees of the Quarter for 4th Quarter 2022	<u>23-0514</u>
Ε	Pι	JBLIC HEARINGS	
	ER	PLANNING AND ZONING	
	ER1	Case No. Z22-18 - Davis Property Rezoning	<u>23-0478</u>
F	0	THER STAFF RECOMMENDATIONS	
	FA	ADMINISTRATION	

FA1 Amendment to Lease Agreement with Robert A. Wills for Office Space for the Baldwin County Legislative Delegation in Bay Minette, Alabama FA2 Review of Proposed Revisions to Policy #2.9 - Official and Employee County Owned Cars

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	FE	BUDGET/PURCHASING						
	FE1	Construction of a New Baldwin County Animal Shelter Intake Building Located in Summerdale, Alabama, for the Baldwin County Commission	<u>23-0517</u>					
G	A	MERICAN RESCUE PLAN ACT (ARPA) RECOMMENDATIONS						
	GA	GENERAL						
	GA1	AIA Agreement for Architectural Services for the Design of Protective Partitions in Various Buildings for the Baldwin County Commission	<u>23-0513</u>					
	GA2	Allocation of American Rescue Plan Act (ARPA) Funds for Baldwin County Commission Staff Administrative Costs	<u>23-0501</u>					
	GA3	*Request for Proposals (RFP) for Magnolia Material Recovery Facility Equipment Design, Procurement, and Installation for the Baldwin County Commission	<u>23-0553</u>					
	GA4	Resolution #2023-039 - Allocation of Interest Earned from the American Rescue Plan Act (ARPA) Funds for the Lehman Road Project	<u>23-0500</u>					
	GA5	American Rescue Plan Act (ARPA) Program Update	<u>23-0516</u>					
Н	A	DDENDA						
	НА	GENERAL						
	HA1	Sublease Agreement with Highland Construction, LLC d/b/a The Addison Group for Office Space for Baldwin County Legislative Delegation	<u>23-0555</u>					
	HA2	Baldwin Regional Area Transit System - Transportation for United States Army Old Guard Fife and Drum Corps	23-0557					
	HA3	*Purchase of One (1) 2023 Dump Truck for the Baldwin County Highway Department	23-0560					
ı	C	OMMISSIONER REQUESTS						
J	SI	ENIOR STAFF REPORT						
K	C	COUNTY ATTORNEY'S REPORT						
L	P	PUBLIC COMMENTS						
М	PI	RESS QUESTIONS						
N	C	OMMISSIONER COMMENTS						



Baldwin County Commission

Agenda Action Form

Meeting Type: BCC Regular Meeting

Meeting Date: 1/17/2023

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

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: N/A

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

Additional instructions/notes: N/A



FOR CASH ACCOUNT: 999 10010 FOR: Uncleared

### CHECK ### CHECK DATE TYPE VENDOR NAME 258237 01/17/023 PRINTED 10448 A & M PORTABLES TINC 3,835,00	CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED BATCH CLEAR DATE
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258250 01/17/2023 PRINTED 001889 ALABAMA FLAG & BANNE 344.51	258249	01/17/2023	PRINTED	181021	ALABAMA COASTAL BADTOLOGY	5,042.52	
258251 01/17/2023 PRINTED 08360 ALABAMA PIPE & SUPPLY CO 258253 01/17/2023 PRINTED 18460 ALABAMA PIPE & SUPPLY CO 258253 01/17/2023 PRINTED 184603 ANDREW'S DIESEL & ALIOMOT 258256 01/17/2023 PRINTED 041726 ANDREW'S DIESEL & ALIOMOT 258256 01/17/2023 PRINTED 185252 AUTO ZONE - ROBERTSOALE 258257 01/17/2023 PRINTED 185252 AUTO ZONE - ROBERTSOALE 258257 01/17/2023 PRINTED 163096 B&H PHOTO & ELECTRONICS C 258250 01/17/2023 PRINTED 164509 B&H PHOTO & ELECTRONICS C 258250 01/17/2023 PRINTED 104533 BALDWIN CNTY ECONOMIC DEV 258260 01/17/2023 PRINTED 104533 BALDWIN CNTY ECONOMIC DEV 258260 01/17/2023 PRINTED 104533 BALDWIN CNTY ECONOMIC DEV 258260 01/17/2023 PRINTED 104530 BALDWIN CNTY HISOTRICAL S 258260 01/17/2023 PRINTED 104101 BALDWIN CNTY HISOTRICAL S 258260 01/17/2023 PRINTED 104101 BALDWIN CNTY PROBATE COUR 258260 01/17/2023 PRINTED 105048 BALDWIN TORY PROBATE COUR 258270 01/17/2023 PRINTED 105048 BALDWIN TORY PROBATE COUR 258270 01/17/2023 PRINTED 105048 BADDWIN TORY PR	258250	01/17/2023	PRINTED	001889	ALABAMA FLAG & BANNE	344.61	
258252 01/17/2023 PRINTED 193415 ANDERSON, JOSHUA 258253 01/17/2023 PRINTED 184603 ANDREW'S DIESEL & AUTOMOT 258254 01/17/2023 PRINTED 041726 ANIMAL CARE EQUIPMENT & 832.02 258255 01/17/2023 PRINTED 185252 ANITO ZONE - ROBERTSDALE 1,122.91 258256 01/17/2023 PRINTED 185252 AUTO ZONE - ROBERTSDALE 1,122.91 258257 01/17/2023 PRINTED 185252 AUTO ZONE - ROBERTSDALE 1,122.91 258258 01/17/2023 PRINTED 09644 BALDWIN CHTY BAR ASSN 700.00 258258 01/17/2023 PRINTED 014553 BALDWIN CHTY ECONOMIC DEV 116,750.00 258250 01/17/2023 PRINTED 014553 BALDWIN CHTY ECONOMIC DEV 116,750.00 258260 01/17/2023 PRINTED 014553 BALDWIN CHTY ECONOMIC DEV 23,195.58 258261 01/17/2023 PRINTED 014553 BALDWIN CHTY ECONOMIC DEV 23,195.58 258262 01/17/2023 PRINTED 014553 BALDWIN CHTY HISOMICAL S 10.00 258262 01/17/2023 PRINTED 014510 BALDWIN CHTY HISOMICAL S 10.00 258262 01/17/2023 PRINTED 104101 BALDWIN CHTY HISOMICAL S 10.00 258263 01/17/2023 PRINTED 105048 BALDWIN CHTY PORBATE COUR 25.00 258265 01/17/2023 PRINTED 105048 BALDWIN CHTY PORBATE COUR 25.00 258265 01/17/2023 PRINTED 105048 BALDWIN CHTY PORBATE COUR 25.00 258265 01/17/2023 PRINTED 105048 BALDWIN TOPHIES 169.55 258266 01/17/2023 PRINTED 19164 BALDWIN TOPHIES 169.55 258266 01/17/2023 PRINTED 19164 BALDWIN TOPHIES 169.55 258266 01/17/2023 PRINTED 19164 BALDWIN TOPHIES 169.55 258267 01/17/2023 PRINTED 191953 BAY IMAGES 113.50 258269 01/17/2023 PRINTED 014029 BAY MINETTE BUILDING SUPP 345.71 258270 01/17/2023 PRINTED 014029 BAY MINETTE BUILDING SUPP 345.71 258270 01/17/2023 PRINTED 19144 LARRY SIDER URBER & PRODUCT 719.13 258270 01/17/2023 PRINTED 19144 LARRY BEDUCHMENT MOBILE 966.24 258275 01/17/2023 PRINTED 19144 LARRY BEDUCHMENT MOBILE 966.24 258276 01/17/2023 PRINTED 1936 BEANDWANG TO MOBILE 966.24 258276 01/17/2023 PRINTED 1936 BEANDWANG TO MOBILE 966.24 258277 01/17/2023 PRINTED 1936 BEANDWANG TO MOBILE 966.24 258278 01/17/2023 PRINTED 1936 BEANDWANG TO MOBILE 966.24 258278 01/17/2023 PRINTED 1936 BEANDWANG TO MOBILE 966.24 258280 01/17/2023 PRINTED 19368 BAY BRINDED 1936 BEANDWANG TO	258251	01/17/2023	PRINTED	083660	ALABAMA PIPE & SUPPLY CO	42,230.72	
258253 01/11/2023 PRINTED 041726 ANIMAL CARE EQUIPMENT & 832.02	258252	01/17/2023	PRINTED	193415	ANDERSON, JOSHUA	122.20	
258257 01/17/2023 PRINTED 05824 ASSN OF STATE FLOODPLAIN 80.00	258253 258254	01/17/2023	PRINIED	184603	ANDREW'S DIESEL & AUTOMOT	5,274.44	
288256 01/17/2023 PRINTED 185352 AUTO ZONE - ROBERTSDALE 1, 122.91 288257 01/17/2023 PRINTED 163096 8AB PHOTO & ELECTRONICS C 454.08 288258 01/17/2023 PRINTED 096444 BALDWIN CNTY BAR ASSN 700.00 288269 01/17/2023 PRINTED 014553 BALDWIN CNTY ECONOMIC DEV 116,750.00 288260 01/17/2023 PRINTED 014553 BALDWIN CNTY ECONOMIC DEV 23,195.58 288261 01/17/2023 PRINTED 014553 BALDWIN CNTY HISTORICAL S 10.00 288263 01/17/2023 PRINTED 014510 BALDWIN CNTY HISTORICAL S 10.00 288263 01/17/2023 PRINTED 148777 BALDWIN CNTY HISTORICAL S 10.00 288263 01/17/2023 PRINTED 105048 BALDWIN CNTY HISTORICAL S 76.00 288265 01/17/2023 PRINTED 105048 BALDWIN CNTY SOLID WASTE 76.00 288265 01/17/2023 PRINTED 105048 BALDWIN CNTY SOLID WASTE 76.00 288265 01/17/2023 PRINTED 1901649 BALDWIN TOPHIES 169.55 288267 01/17/2023 PRINTED 1091649 BALDWIN YOUTH SERVICES 64,819.78 288268 01/17/2023 PRINTED 002268 JULIA BASS 145.60 288269 01/17/2023 PRINTED 1901649 BALDWIN YOUTH SERVICES 64,819.78 288269 01/17/2023 PRINTED 191959 BAY IMAGES 13.50 288270 01/17/2023 PRINTED 191959 BAY MINETTE BUILDING SUPP 345.71 288271 01/17/2023 PRINTED 1014029 BAY SIDE RUBBER & PRODUCT 719.13 288272 01/17/2023 PRINTED 103114 BAY UTILITY TRAILERS INC 32.00 288273 01/17/2023 PRINTED 103114 BAY UTILITY TRAILERS INC 32.00 288273 01/17/2023 PRINTED 193648 BAY WINDOWS 45.00 288275 01/17/2023 PRINTED 194648 BAY WINDOWS 45.00 288277 01/17/2023 PRINTED 198648 BAY WINDOWS 45.00 288277 01/17/2023 PRINTED 198664 BARD EQUIPMENT - MOBILE 966.24 288275 01/17/2023 PRINTED 198664 BAY WINDOWS 45.00 288277 01/17/2023 PRINTED 198664 BAY WINDOWS 45.00 288277 01/17/2023 PRINTED 198664 BAY WINDOWS 45.00 288278 01/17/2023 PRINTED 198678 BERDE PUBBER & PRODUCT 719.13 288270 01/17/2023 PRINTED 198664 BAY WINDOWS 45.00 288277 01/17/2023 PRINTED 198664 BARD EQUIPMENT - MOBILE 966.24 288270 01/17/2023 PRINTED 103114 BAIDCK 60.00 288273 01/17/2023 PRINTED 10406 BLOSSMAN GAS INC - FOLEY 319.77 288280 01/17/2023 PRINTED 002518 BLUBER S PRODUCT 21.901.54 288281 01/17/2023 PRINTED 002518 BLUBER S PRODUCT 21.	258255	01/17/2023	PRINTED	065824	ASSN OF STATE FLOODPLAIN	832.U2 80.00	
258257 01/17/2023 PRINTED 163096 B&H PHOTO & ELECTRONICS C 454.08	258256	01/17/2023	PRINTED	185252	AUTO ZONE - ROBERTSDALE	1.122.91	
288298 01/17/2023 PRINTED 096444 BALDWIN CNTY BAR ASSN 258260 01/17/2023 PRINTED 014553 BALDWIN CNTY ECONOMIC DEV 258260 01/17/2023 PRINTED 014553 BALDWIN CNTY ECONOMIC DEV 258262 01/17/2023 PRINTED 02360 BALDWIN CNTY HISTORICAL S 258263 01/17/2023 PRINTED 014101 BALDWIN CNTY LIBRARY COOP 258263 01/17/2023 PRINTED 148777 BALDWIN CNTY PROBATE COUR 258264 01/17/2023 PRINTED 105048 BALDWIN CNTY PROBATE COUR 258265 01/17/2023 PRINTED 105048 BALDWIN CNTY SOLID WASTE 76.00 258266 01/17/2023 PRINTED 105048 BALDWIN CNTY SOLID WASTE 76.00 258266 01/17/2023 PRINTED 190164 BALDWIN TOPHIES 169.55 258267 01/17/2023 PRINTED 190164 BALDWIN TOPHIES 258268 01/17/2023 PRINTED 002668 JULTA BASS 258268 01/17/2023 PRINTED 002668 JULTA BASS 258269 01/17/2023 PRINTED 014029 BAY MINETE BUILDING SUPP 258271 01/17/2023 PRINTED 014029 BAY MINETE BUILDING SUPP 258272 01/17/2023 PRINTED 191314 BAY UTILLTY TRAILERS INC 258273 01/17/2023 PRINTED 054685 BAY SIDE RUBBER & PRODUCT 258274 01/17/2023 PRINTED 054685 BAY WINDOWS 258274 01/17/2023 PRINTED 054685 BAY WINDOWS 258274 01/17/2023 PRINTED 191434 LARRY E BEBLUCHAMP 258275 01/17/2023 PRINTED 078721 BEEBE'S PEST & TERMITE CO 258276 01/17/2023 PRINTED 191434 LARRY E BEBLUCHAMP 258275 01/17/2023 PRINTED 078721 BEEBE'S PEST & TERMITE CO 258278 01/17/2023 PRINTED 078721 BEEBE'S PEST & TERMITE CO 258278 01/17/2023 PRINTED 078721 BEEBE'S PEST & TERMITE CO 258278 01/17/2023 PRINTED 078721 BEEBE'S PEST & TERMITE CO 258278 01/17/2023 PRINTED 078721 BEEBE'S PEST & TERMITE CO 258278 01/17/2023 PRINTED 078721 BEEBE'S PEST & TERMITE CO 258278 01/17/2023 PRINTED 078372 BEEBE'S PEST & TERMITE CO 258278 01/17/2023 PRINTED 078372 BEEBE'S PEST & TERMITE CO 258278 01/17/2023 PRINTED 078372 BEEBE'S PEST & TERMITE CO 258278 01/17/2023 PRINTED 078372 BEEBE'S PEST & TERMITE CO 258278 01/17/2023 PRINTED 078372 BEBER SOURCH HEALTH SYSTEMS 258281 01/17/2023 PRINTED 078372 BEBER SOURCH HEALTH SYSTEMS 258281 01/17/2023 PRINTED 078372 BEBER SOURCH HEALTH SYSTEMS 258283 01/17/2023 PRINTED 078372 BEBER SOURCH HEALTH SYSTE	258257	01/17/2023	PRINTED	163096	B&H PHOTO & ELECTRONICS C	454.08	
238250 01/17/2023 PRINTED 014533 BALDWIN CNTY ECONOMIC DEV 23, 195.58	258258	01/1//2023	PRINTED	096444	BALDWIN CNTY BAR ASSN	700.00	
258261 01/17/2023 PRINTED 002360 BALDWIN CNTY HISOTRICAL S 258262 01/17/2023 PRINTED 114101 BALDWIN CNTY HISOTRICAL S 258263 01/17/2023 PRINTED 148777 BALDWIN CNTY POBATE COUR 258264 01/17/2023 PRINTED 1505048 BALDWIN CNTY SOLID WASTE 258265 01/17/2023 PRINTED 150506 BALDWIN CNTY SOLID WASTE 258265 01/17/2023 PRINTED 150506 BALDWIN FYE CLINIC 258266 01/17/2023 PRINTED 105104 BALDWIN TROPHIES 258267 01/17/2023 PRINTED 014132 BALDWIN TROPHIES 258268 01/17/2023 PRINTED 014132 BALDWIN YOUTH SERVICES 258269 01/17/2023 PRINTED 002268 JULIA BASS 258269 01/17/2023 PRINTED 014029 BAY MINETTE BUILDING SUPP 258271 01/17/2023 PRINTED 014029 BAY MINETTE BUILDING SUPP 258272 01/17/2023 PRINTED 054050 BAY SIDE RUBBER & PRODUCT 258273 01/17/2023 PRINTED 103114 BAY UTILITY TRAILERS INC 258273 01/17/2023 PRINTED 1054050 BAY SIDE RUBBER & PRODUCT 258273 01/17/2023 PRINTED 1054050 BAY WINDOWS 258274 01/17/2023 PRINTED 1054050 BAY WINDOWS 258275 01/17/2023 PRINTED 191434 LARRY E BEAUCHAMP 372.00 258276 01/17/2023 PRINTED 191434 LARRY E BEAUCHAMP 372.00 258276 01/17/2023 PRINTED 191434 LARRY E BEAUCHAMP 372.00 258277 01/17/2023 PRINTED 191434 LARRY E BEAUCHAMP 372.00 258278 01/17/2023 PRINTED 191434 LARRY E BEAUCHAMP 372.00 258278 01/17/2023 PRINTED 191434 LARRY E BEAUCHAMP 372.00 258279 01/17/2023 PRINTED 1054050 BEHAVIORAL HEALTH SYSTEMS 450.00 258279 01/17/2023 PRINTED 078721 BEEBE'S PEST & TERMITE CO 460.00 258279 01/17/2023 PRINTED 078721 BEEBE'S PEST & TERMITE CO 460.00 258279 01/17/2023 PRINTED 078721 BEEBE SOURGE IN COLUMN SOURCE	258260	01/17/2023	PRINTED	014553	BALDWIN CNIX ECONOMIC DEV	116,750.00	
258262 01/17/2023 PRINTED 148777 BALDWIN CNTY LIBRARY COOP 258263 01/17/2023 PRINTED 148777 BALDWIN CNTY PROBATE COUR 258264 01/17/2023 PRINTED 105048 BALDWIN CNTY SOLID WASTE 258265 01/17/2023 PRINTED 105048 BALDWIN CNTY SOLID WASTE 258266 01/17/2023 PRINTED 109164 BALDWIN TROPHIES 258267 01/17/2023 PRINTED 109164 BALDWIN TROPHIES 258268 01/17/2023 PRINTED 014132 BALDWIN YOUTH SERVICES 258268 01/17/2023 PRINTED 002263 JULIA BASS 258269 01/17/2023 PRINTED 191953 BAY IMAGES 258270 01/17/2023 PRINTED 191953 BAY IMAGES 258270 01/17/2023 PRINTED 014029 BAY MINETTE BUILDING SUPP 258271 01/17/2023 PRINTED 054050 BAY SIDE RUBBER & PRODUCT 258272 01/17/2023 PRINTED 103114 BAY UTILITY TRAILERS INC 258273 01/17/2023 PRINTED 105314 BAY WINDOWS 258273 01/17/2023 PRINTED 185645 BEARD EQUIPMENT - MOBILE 258275 01/17/2023 PRINTED 191434 LARRY E BEAUCHAMP 258275 01/17/2023 PRINTED 191434 LARRY E BEAUCHAMP 258276 01/17/2023 PRINTED 078721 BEEBE'S PEST & TERMITE CO 258276 01/17/2023 PRINTED 079396 BEHAVIORAL HEALTH SYSTEMS 450.00 258278 01/17/2023 PRINTED 079396 BEHAVIORAL HEALTH SYSTEMS 450.00 258279 01/17/2023 PRINTED 014060 BLOSSMAN GAS INC - FOLEY 258280 01/17/2023 PRINTED 014084 BOB BARKER CO INC 258280 01/17/2023 PRINTED 014084 BOB BARKER CO INC 258283 01/17/2023 PRINTED 014085 BEVERLY DENISE BOURGEOTS 258284 01/17/2023 PRINTED 014085 BEVERLY DENISE BOURGEOTS 258285 01/17/2023 PRINTED 014084 BOB BARKER CO INC 258286 01/17/	258261	01/17/2023	PRINTED	002360	BALDWIN CNTY HISOTRICAL S	10.00	
258263 01/17/2023 PRINTED 148777 BALDWIN CNTY PROBATE COUR 258266 01/17/2023 PRINTED 165665 BALDWIN CNTY SOLID WASTE 258265 01/17/2023 PRINTED 165665 BALDWIN EYE CLINIC 258266 01/17/2023 PRINTED 190164 BALDWIN TROPHIES 258267 01/17/2023 PRINTED 190164 BALDWIN TROPHIES 258268 01/17/2023 PRINTED 014132 BALDWIN YOUTH SERVICES 258268 01/17/2023 PRINTED 002268 JULIA BASS 258269 01/17/2023 PRINTED 19193 BAY IMAGES 258269 01/17/2023 PRINTED 014029 BAY MINETTE BUILDING SUPP 258271 01/17/2023 PRINTED 054050 BAY SIDE RUBBER & PRODUCT 258272 01/17/2023 PRINTED 054050 BAY SIDE RUBBER & PRODUCT 258273 01/17/2023 PRINTED 095468 BAY WINDOWS 258273 01/17/2023 PRINTED 095468 BAY WINDOWS 258274 01/17/2023 PRINTED 191434 LARRY E BEAUCHAMP 258275 01/17/2023 PRINTED 191434 LARRY E BEAUCHAMP 258276 01/17/2023 PRINTED 078721 BEEBE'S PEST & TERMITE CO 258277 01/17/2023 PRINTED 078721 BEEBE'S PEST & TERMITE CO 258278 01/17/2023 PRINTED 078936 BEHAVIORAL HEALTH SYSTEMS 450.00 258278 01/17/2023 PRINTED 153525 LILLIAN BLACK 258278 01/17/2023 PRINTED 079396 BEHAVIORAL HEALTH SYSTEMS 450.00 258280 01/17/2023 PRINTED 002251 BLUE ARBOR INC 258281 01/17/2023 PRINTED 002251 BLUE ARBOR INC 258283 01/17/2023 PRINTED 001867 NEW DATRY OPCO, LLC DBA B 258283 01/17/2023 PRINTED 001867 NEW DATRY OPCO, LLC DBA B 258283 01/17/2023 PRINTED 001867 NEW DATRY OPCO, LLC DBA B 258283 01/17/2023 PRINTED 001867 NEW DATRY OPCO, LLC DBA B 258285 01/17/2023 PRINTED 001867 NEW DATRY OPCO, LLC DBA B 258286 01/17/2023 PRINTED 001867 NEW DATRY OPCO, LLC DBA B 258285 01/17/2023 PRINTED 001867 NEW DATRY OPCO, LLC DBA B 258285 01/17/2023 PRINTED 001867 NEW DATRY OPCO, LLC DBA B 258286 01/17/2023 PRINTED 001867 NEW DATRY OPCO, LLC DBA B 258286 01/17/2023 PRINTED 001867 NEW DATRY OPCO, LLC DBA B 258286 01/17/2023 PRINTED 001867 NEW DATRY OPCO, LLC DBA B 258286 01/17/2023 PRINTED 001867 NEW DATRY OPCO, LLC DBA B 258286 01/17/2023 PRINTED 001867 NEW DATRY OPCO, LLC DBA B 258286 01/17/2023 PRINTED 001867 NEW DATRY OPCO, LLC DBA B 258286 01/17/2023 PRINTED 001867 NEW DATRY OPC	258262	01/17/2023	PRINTED	014101	BALDWIN CNTY LIBRARY COOP	495.29	
258265 01/17/2023 PRINTED 1050468 BALDWIN CNTY SOLID WASTE 76.00 258266 01/17/2023 PRINTED 190164 BALDWIN TROPHIES 169.55 258267 01/17/2023 PRINTED 1014132 BALDWIN TROPHIES 169.55 258267 01/17/2023 PRINTED 014132 BALDWIN YOUTH SERVICES 64,819.78 258268 01/17/2023 PRINTED 0191953 BAY IMAGES 1145.60 258269 01/17/2023 PRINTED 191953 BAY IMAGES 13.50 258270 01/17/2023 PRINTED 014029 BAY MINETTE BUILDING SUPP 345.71 258271 01/17/2023 PRINTED 054050 BAY SIDE RUBBER & PRODUCT 719.13 258272 01/17/2023 PRINTED 054050 BAY SIDE RUBBER & PRODUCT 719.13 258273 01/17/2023 PRINTED 013114 BAY UTILITY TRAILERS INC 32.00 258273 01/17/2023 PRINTED 185645 BEARD EQUIPMENT - MOBILE 966.24 258275 01/17/2023 PRINTED 191434 LARRY E BEAUCHAMP 372.00 258276 01/17/2023 PRINTED 079396 BEHAVIORAL HEALTH SYSTEMS 450.00 258278 01/17/2023 PRINTED 079396 BEHAVIORAL HEALTH SYSTEMS 450.00 258278 01/17/2023 PRINTED 079396 BEHAVIORAL HEALTH SYSTEMS 450.00 258279 01/17/2023 PRINTED 079396 BEHAVIORAL HEALTH SYSTEMS 450.00 258278 01/17/2023 PRINTED 079396 BEHAVIORAL HEALTH SYSTEMS 450.00 258281 01/17/2023 PRINTED 079396 BEHAVIORAL HEALTH SYSTEMS 450.00 258281 01/17/2023 PRINTED 079396 BEHAVIORAL HEALTH SYSTEMS 450.00 258282 01/17/2023 PRINTED 079396 BEHAVIORAL HEALTH SYSTEMS 450.00 258283 01/17/2023 PRINTED 079396 BEHAVIORAL HEALTH SYSTEMS 450.00 258283 01/17/2023 PRINTED 079396 BEHAVIORAL HEALTH SYSTEMS 450.00 258285 01/17/2023 PRINTED 079396 BEHAVIORAL HEALTH SYSTEMS 450.00 258285 01/17/2023 PRINTED 079396 BEHAVIORAL BURNETTE 450.00 258285 01/17/2023 PRINTED 079396 BEHAVIORAL BURNETTE 450.00 258285 01/17/2023 PRINTED 079396 BEHAVIORAL BURNETTE 450.00 258285 01/	258263	01/17/2023	PRINTED	148777	BALDWIN CNTY PROBATE COUR	25.00	
258266 01/17/2023 PRINTED 190164 BALDWIN TROPHIES 169.55 258267 01/17/2023 PRINTED 014132 BALDWIN YOUTH SERVICES 64,819.78 258268 01/17/2023 PRINTED 002268 JULIA BASS 145.60 258269 01/17/2023 PRINTED 014029 BAY MINETTE BUILDING SUPP 345.71 258271 01/17/2023 PRINTED 054050 BAY SIDE RUBBER & PRODUCT 719.13 258272 01/17/2023 PRINTED 054050 BAY SIDE RUBBER & PRODUCT 719.13 258273 01/17/2023 PRINTED 095468 BAY WINDOWS 45.00 258274 01/17/2023 PRINTED 095468 BAY WINDOWS 45.00 258274 01/17/2023 PRINTED 185645 BEARD EQUIPMENT - MOBILE 966.24 258275 01/17/2023 PRINTED 078721 BEEBE'S PEST & TERMITE CO 460.00 258276 01/17/2023 PRINTED 078721 BEEBE'S PEST & TERMITE CO 460.00 258278 01/17/2023 PRINTED 079396 BEHAVIORAL HEALTH SYSTEMS 450.00 258278 01/17/2023 PRINTED 079396 BEHAVIORAL HEALTH SYSTEMS 450.00 258279 01/17/2023 PRINTED 014006 BLOSSMAN GAS INC - FOLEY 319.77 258280 01/17/2023 PRINTED 014006 BLOSSMAN GAS INC - FOLEY 319.77 258280 01/17/2023 PRINTED 014006 BLOSSMAN GAS INC - FOLEY 319.77 258280 01/17/2023 PRINTED 014006 BLOSSMAN GAS INC - FOLEY 319.77 258280 01/17/2023 PRINTED 014006 BLOSSMAN GAS INC - FOLEY 319.77 258280 01/17/2023 PRINTED 002251 BLUE ARBOR INC 21,901.54 258278 01/17/2023 PRINTED 014006 BLOSSMAN GAS INC - FOLEY 319.77 258280 01/17/2023 PRINTED 004068 BOB BARKER CO INC 774.35 258283 01/17/2023 PRINTED 004067 NEW DAIRY OPCO, LLC DBA B 269.53 258283 01/17/2023 PRINTED 004067 NEW DAIRY OPCO, LLC DBA B 269.53 258285 01/17/2023 PRINTED 004067 NEW DAIRY OPCO, LLC DBA B 269.53 258285 01/17/2023 PRINTED 004067 NEW DAIRY DENOES BOURGEOTS 64.00 258285 01/17/2023 PRINTED 004067 NEW DAIRY OPCO, LLC DBA B 369.50 258285 01/17/2023 PRINTED 004067 NEW DAIRY OPCO, LLC DBA B 369.50 258285 01/17/2023 PRINTED 004067 NEW DAIRY OPCO, LLC DBA B 369.50 258285 01/17/2023 PRINTED 004067 NEW DAIRY OPCO, LLC DBA B 369.50 258285 01/17/2023 PRINTED 004067 NEW DAIRY OPCO, LLC DBA B 369.50 258285 01/17/2023 PRINTED 004067 NEW DAIRY OPCO, LLC DBA B 369.50 258285 01/17/2023 PRINTED 004067 NEW DAIRY OPCO, LLC DBA B 369.50 258285 01/1	258264 258265	01/17/2023	PRINTED	165665	BALDWIN CNTY SOLID WASTE	76.00	
258267 01/17/2023 PRINTED 014132 BALDWIN YOUTH SERVICES 64,819.78 258268 01/17/2023 PRINTED 002268 JULIA BASS 145.60 258269 01/17/2023 PRINTED 191953 BAY IMAGES 13.50 258270 01/17/2023 PRINTED 014029 BAY MINETTE BUILDING SUPP 345.71 258271 01/17/2023 PRINTED 054050 BAY SIDE RUBBER & PRODUCT 719.13 258272 01/17/2023 PRINTED 013114 BAY UTILITY TRAILERS INC 32.00 258273 01/17/2023 PRINTED 095468 BAY WINDOWS 45.00 258274 01/17/2023 PRINTED 185645 BEARD EQUIPMENT - MOBILE 966.24 258275 01/17/2023 PRINTED 191434 LARRY E BEAUCHAMP 372.00 258276 01/17/2023 PRINTED 078721 BEEBE'S PEST & TERMITE CO 460.00 258277 01/17/2023 PRINTED 078721 BEEBE'S PEST & TERMITE CO 460.00 258278 01/17/2023 PRINTED 079396 BEHAVIORAL HEALTH SYSTEMS 450.00 258278 01/17/2023 PRINTED 079396 BEHAVIORAL HEALTH SYSTEMS 450.00 258279 01/17/2023 PRINTED 014066 BLOSSMAN GAS INC - FOLEY 319.77 258280 01/17/2023 PRINTED 01251 BLUE ARBOR INC 21,901.54 258281 01/17/2023 PRINTED 014084 BOB BARKER CO INC 774.35 258282 01/17/2023 PRINTED 014084 BOB BARKER CO INC 774.35 258283 01/17/2023 PRINTED 014084 BOB BARKER CO INC 774.35 258284 01/17/2023 PRINTED 01267 NEW DAIRY OPCO, LLC DBA B 269.53 258284 01/17/2023 PRINTED 014011 BUILDERS HARDWARE & SUPPL 187.82 258285 01/17/2023 PRINTED 002232 JEANNE A BURNETTE 64.00	258266	01/17/2023	PRINTED	190164	BALDWIN EYE CLINIC	233.00 169.55	
258268 01/17/2023 PRINTED 002268 JULIA BASS 258269 01/17/2023 PRINTED 191953 BAY IMAGES 258270 01/17/2023 PRINTED 014029 BAY MINETTE BUILDING SUPP 345.71 258271 01/17/2023 PRINTED 054050 BAY SIDE RUBBER & PRODUCT 258273 01/17/2023 PRINTED 103114 BAY UTILITY TRAILERS INC 258273 01/17/2023 PRINTED 095468 BAY WINDOWS 258274 01/17/2023 PRINTED 185645 BEARD EQUIPMENT - MOBILE 258275 01/17/2023 PRINTED 191434 LARRY E BEAUCHAMP 258276 01/17/2023 PRINTED 078721 BEEBE'S PEST & TERMITE CO 258276 01/17/2023 PRINTED 078721 BEEBE'S PEST & TERMITE CO 258277 01/17/2023 PRINTED 079396 BEHAVIORAL HEALTH SYSTEMS 258278 01/17/2023 PRINTED 079396 BEHAVIORAL HEALTH SYSTEMS 258279 01/17/2023 PRINTED 014068 BLOSSMAN GAS INC - FOLEY 258280 01/17/2023 PRINTED 014068 BLOSSMAN GAS INC - FOLEY 258281 01/17/2023 PRINTED 014084 BOB BARKER CO INC 258282 01/17/2023 PRINTED 014084 BOB BARKER CO INC 258283 01/17/2023 PRINTED 014084 BOB BARKER CO INC 258283 01/17/2023 PRINTED 014084 BOB BARKER CO INC 258283 01/17/2023 PRINTED 014084 BOB BARKER CO INC 258284 01/17/2023 PRINTED 014018 BUILDERS HARDWARE & SUPPL 258284 01/17/2023 PRINTED 014011 BUILDERS HARDWARE & SUPPL 258285 01/17/2023 PRINTED 004617 BUILDERS HARDWARE & SUPPL 258285 01/17/2023 PRINTED 004617 BUILDERS HARDWARE & SUPPL 258285 01/17/2023 PRINTED 014011 BUILDERS HARDWARE & SUPPL 258286 01/17/2023 PRINTED 014011 BUILDERS HARDWARE & SUPPL	258267	01/17/2023	PRINTED	014132	BALDWIN YOUTH SERVICES	64.819.78	
258276 01/17/2023 PRINTED 014029 BAY MINETTE BUILDING SUPP 345.71 258271 01/17/2023 PRINTED 054050 BAY SIDE RUBBER & PRODUCT 719. 13 258272 01/17/2023 PRINTED 103114 BAY UTILITY TRAILERS INC 32.00 258273 01/17/2023 PRINTED 185645 BEARD EQUIPMENT - MOBILE 966.24 258274 01/17/2023 PRINTED 185645 BEARD EQUIPMENT - MOBILE 966.24 258275 01/17/2023 PRINTED 191434 LARRY E BEAUCHAMP 372.00 258276 01/17/2023 PRINTED 078721 BEEBE'S PEST & TERMITE CO 460.00 258277 01/17/2023 PRINTED 078721 BEEBE'S PEST & TERMITE CO 460.00 258278 01/17/2023 PRINTED 079396 BEHAVIORAL HEALTH SYSTEMS 6.40 258279 01/17/2023 PRINTED 153525 LILLIAN BLACK 6.40 258279 01/17/2023 PRINTED 0078371 BLUE ARBOR INC 21,901.54 258280 01/17/2023 PRINTED 002515 BLUE ARBOR INC 21,901.54 258281 01/17/2023 PRINTED 014084 BOB BARKER CO INC 774.35 258282 01/17/2023 PRINTED 014084 BOB BARKER CO INC 774.35 258283 01/17/2023 PRINTED 014084 BOB BARKER CO INC 774.35 258284 01/17/2023 PRINTED 002358 BEVERLY DENISE BOURGEOIS 64.00 258285 01/17/2023 PRINTED 014011 BUILDERS HARDWARE & SUPPL 187.82 258285 01/17/2023 PRINTED 004611 BUILDERS HARDWARE & SUPPL 187.82 258285 01/17/2023 PRINTED 004611 BUILDERS HARDWARE & SUPPL 187.82 258285 01/17/2023 PRINTED 004611 BUILDERS HARDWARE & SUPPL 187.82 258285 01/17/2023 PRINTED 004611 BUILDERS HARDWARE & SUPPL 187.82 258285 01/17/2023 PRINTED 004611 BUILDERS HARDWARE & SUPPL 187.82 258285 01/17/2023 PRINTED 004611 BUILDERS HARDWARE & SUPPL 187.82	258268	01/17/2023	PRINTED	002268	JULIA BASS	145.60	
258271 01/17/2023 PRINTED 054050 BAY SIDE RUBBER & PRODUCT 719.13 258272 01/17/2023 PRINTED 103114 BAY UTILITY TRAILERS INC 32.00 258273 01/17/2023 PRINTED 095468 BAY WINDOWS 45.00 258274 01/17/2023 PRINTED 185645 BEARD EQUIPMENT - MOBILE 966.24 258275 01/17/2023 PRINTED 191434 LARRY E BEAUCHAMP 372.00 258276 01/17/2023 PRINTED 078721 BEEBE'S PEST & TERMITE CO 460.00 258276 01/17/2023 PRINTED 079396 BEHAVIORAL HEALTH SYSTEMS 450.00 258277 01/17/2023 PRINTED 079396 BEHAVIORAL HEALTH SYSTEMS 6.40 258279 01/17/2023 PRINTED 0153255 LILLIAN BLACK 6.40 258279 01/17/2023 PRINTED 014006 BLOSSMAN GAS INC - FOLEY 319.77 258280 01/17/2023 PRINTED 002251 BLUE ARBOR INC 21,901.54 258281 01/17/2023 PRINTED 014084 BOB BARKER CO INC 774.35 258282 01/17/2023 PRINTED 001867 NEW DAIRY OPCO, LLC DBA B 269.53 258283 01/17/2023 PRINTED 002558 BEVERLY DENISE BOURGEOIS 64.00 258284 01/17/2023 PRINTED 014011 BUILDERS HARDWARE & SUPPL 187.82 258285 01/17/2023 PRINTED 002232 JEANNE A BURNETTE 64.00	258269 258270	01/17/2023	PRINTED	191953	BAY MINETER BUTLDING SUBB	13.50	
258272 01/17/2023 PRINTED 103114 BAY UTILITY TRAILERS INC 258273 01/17/2023 PRINTED 185645 BEARD EQUIPMENT - MOBILE 258274 01/17/2023 PRINTED 185645 BEARD EQUIPMENT - MOBILE 258275 01/17/2023 PRINTED 191434 LARRY E BEAUCHAMP 258276 01/17/2023 PRINTED 078721 BEEBE'S PEST & TERMITE CO 258277 01/17/2023 PRINTED 078721 BEEBE'S PEST & TERMITE CO 258278 01/17/2023 PRINTED 153525 LILLIAN BLACK 258278 01/17/2023 PRINTED 153525 LILLIAN BLACK 6.40 258279 01/17/2023 PRINTED 014006 BLOSSMAN GAS INC - FOLEY 258280 01/17/2023 PRINTED 002251 BLUE ARBOR INC 258281 01/17/2023 PRINTED 014084 BOB BARKER CO INC 258282 01/17/2023 PRINTED 0014084 BOB BARKER CO INC 258283 01/17/2023 PRINTED 001867 NEW DAIRY OPCO, LLC DBA B 258283 01/17/2023 PRINTED 002588 BEVERLY DENISE BOURGEOIS 258284 01/17/2023 PRINTED 014011 BUILDERS HARDWARE & SUPPL 258285 01/17/2023 PRINTED 004017 HELD 00401	258271	01/17/2023	PRINTED	054050	BAY SIDE BURBER & PRODUCT	345./L 710 13	
258273 01/17/2023 PRINTED 095468 BAY WINDOWS 258274 01/17/2023 PRINTED 185645 BEARD EQUIPMENT - MOBILE 258275 01/17/2023 PRINTED 191434 LARRY E BEAUCHAMP 258276 01/17/2023 PRINTED 078721 BEEBE'S PEST & TERMITE CO 258277 01/17/2023 PRINTED 078721 BEEBE'S PEST & TERMITE CO 258278 01/17/2023 PRINTED 078936 BEHAVIORAL HEALTH SYSTEMS 258279 01/17/2023 PRINTED 153525 LILLIAN BLACK 258279 01/17/2023 PRINTED 014006 BLOSSMAN GAS INC - FOLEY 258280 01/17/2023 PRINTED 002251 BLUE ARBOR INC 258281 01/17/2023 PRINTED 014084 BOB BARKER CO INC 258282 01/17/2023 PRINTED 014084 BOB BARKER CO INC 258283 01/17/2023 PRINTED 001867 NEW DAIRY OPCO, LLC DBA B 258283 01/17/2023 PRINTED 002358 BEVERLY DENISE BOURGEOIS 258284 01/17/2023 PRINTED 014011 BUILDERS HARDWARE & SUPPL 258285 01/17/2023 PRINTED 002232 JEANNE A BURNETTE 358286 01/17/2023 PRINTED 002232 DENNE A BURNETTE	258272	01/17/2023	PRINTED	103114	BAY UTILITY TRAILERS INC	32.00	
258274 01/17/2023 PRINTED 185645 BEARD EQUIPMENT - MOBILE 258275 01/17/2023 PRINTED 191434 LARRY E BEAUCHAMP 372.00 258276 01/17/2023 PRINTED 078721 BEEBE'S PEST & TERMITE CO 460.00 258277 01/17/2023 PRINTED 078721 BEEBE'S PEST & TERMITE CO 460.00 258278 01/17/2023 PRINTED 153525 LILLIAN BLACK 6.40 258279 01/17/2023 PRINTED 014006 BLOSSMAN GAS INC - FOLEY 319.77 258280 01/17/2023 PRINTED 002251 BLUE ARBOR INC 21,901.54 258281 01/17/2023 PRINTED 014084 BOB BARKER CO INC 774.35 258282 01/17/2023 PRINTED 001867 NEW DAIRY OPCO, LLC DBA B 269.53 258283 01/17/2023 PRINTED 002358 BEVERLY DENISE BOURGEOIS 64.00 258284 01/17/2023 PRINTED 014011 BUILDERS HARDWARE & SUPPL 187.82 258285 01/17/2023 PRINTED 002232 JEANNE A BURNETTE 64.00 258286 01/17/2023 PRINTED 002232 JEANNE A BURNETTE 64.00 25828 01/17/2023 PRINTED 002232 JEANNE A BURNETTE 64.00 25828 01/17/2023 PRINTED 002232 JEANNE A BURNETTE 64.00 25828 01/17/2023 PRINTED 002232 JEANNE A BURNETTE 64.00 2582	258273	01/17/2023	PRINTED	095468	BAY WINDOWS	45.00	
258276 01/17/2023 PRINTED 078721 BEEBE'S PEST & TERMITE CO 258277 01/17/2023 PRINTED 078721 BEEBE'S PEST & TERMITE CO 258278 01/17/2023 PRINTED 079396 BEHAVIORAL HEALTH SYSTEMS 258278 01/17/2023 PRINTED 153525 LILLIAN BLACK 258279 01/17/2023 PRINTED 014006 BLOSSMAN GAS INC - FOLEY 258280 01/17/2023 PRINTED 002251 BLUE ARBOR INC 258281 01/17/2023 PRINTED 014084 BOB BARKER CO INC 258282 01/17/2023 PRINTED 014084 BOB BARKER CO INC 258282 01/17/2023 PRINTED 001867 NEW DAIRY OPCO, LLC DBA B 258283 01/17/2023 PRINTED 002358 BEVERLY DENISE BOURGEOIS 258284 01/17/2023 PRINTED 014011 BUILDERS HARDWARE & SUPPL 258285 01/17/2023 PRINTED 002232 JEANNE A BURNETTE 372.00 460.00 460.00 460.00 6.40 774.35 774	258274	01/1//2023	PRINTED	185645	BEARD EQUIPMENT - MOBILE	966.24	
258277 01/17/2023 PRINTED 079396 BEHAVIORAL HEALTH SYSTEMS 450.00 258278 01/17/2023 PRINTED 153525 LILLIAN BLACK 6.40 258279 01/17/2023 PRINTED 014006 BLOSSMAN GAS INC - FOLEY 319.77 258280 01/17/2023 PRINTED 002251 BLUE ARBOR INC 21,901.54 258281 01/17/2023 PRINTED 014084 BOB BARKER CO INC 774.35 258282 01/17/2023 PRINTED 001867 NEW DAIRY OPCO, LLC DBA B 269.53 258283 01/17/2023 PRINTED 002358 BEVERLY DENISE BOURGEOIS 64.00 258284 01/17/2023 PRINTED 014011 BUILDERS HARDWARE & SUPPL 187.82 258285 01/17/2023 PRINTED 002232 JEANNE A BURNETTE 64.00	258276	01/17/2023	PRINTED	078721	REFRE'S DEST & TEDMITE CO	3/2.00 460.00	
258278 01/17/2023 PRINTED 153525 LILLIAN BLACK 6.40 258279 01/17/2023 PRINTED 014006 BLOSSMAN GAS INC - FOLEY 319.77 258280 01/17/2023 PRINTED 002251 BLUE ARBOR INC 21,901.54 258281 01/17/2023 PRINTED 014084 BOB BARKER CO INC 774.35 258282 01/17/2023 PRINTED 001867 NEW DAIRY OPCO, LLC DBA B 269.53 258283 01/17/2023 PRINTED 002358 BEVERLY DENISE BOURGEOIS 64.00 258284 01/17/2023 PRINTED 014011 BUILDERS HARDWARE & SUPPL 187.82 258285 01/17/2023 PRINTED 002232 JEANNE A BURNETTE 64.00	258277	01/17/2023	PRINTED	079396	BEHAVIORAL HEALTH SYSTEMS	450.00	
258279 01/17/2023 PRINTED 014006 BLOSSMAN GAS INC - FOLEY 258280 01/17/2023 PRINTED 002251 BLUE ARBOR INC 258281 01/17/2023 PRINTED 014084 BOB BARKER CO INC 258282 01/17/2023 PRINTED 001867 NEW DAIRY OPCO, LLC DBA B 258283 01/17/2023 PRINTED 002358 BEVERLY DENISE BOURGEOIS 258284 01/17/2023 PRINTED 014011 BUILDERS HARDWARE & SUPPL 258285 01/17/2023 PRINTED 002232 JEANNE A BURNETTE 258286 01/17/2023 PRINTED 002232 JEANNE A BURNETTE 364.00	258278	01/17/2023	PRINTED	153525	LILLIAN BLACK	6.40	
258281 01/17/2023 PRINTED 014084 BOB BARKER CO INC 258282 01/17/2023 PRINTED 001867 NEW DAIRY OPCO, LLC DBA B 258283 01/17/2023 PRINTED 002358 BEVERLY DENISE BOURGEOIS 258284 01/17/2023 PRINTED 014011 BUILDERS HARDWARE & SUPPL 258285 01/17/2023 PRINTED 002232 JEANNE A BURNETTE 258286 01/17/2023 PRINTED 002232 JEANNE A BURNETTE 258286 01/17/2023 PRINTED 002232 JEANNE A BURNETTE 358286 01/17/2023 PRINTED 002232 JEANNE A BURNETTE	258279	01/17/2023	PRINTED	014006	BLOSSMAN GAS INC - FOLEY	319.77	
258282 01/17/2023 PRINTED 001867 NEW DAIRY OPCO, LLC DBA B 258283 01/17/2023 PRINTED 002358 BEVERLY DENISE BOURGEOIS 258284 01/17/2023 PRINTED 014011 BUILDERS HARDWARE & SUPPL 258285 01/17/2023 PRINTED 002232 JEANNE A BURNETTE 258286 01/17/2023 PRINTED 002232 JEANNE A BURNETTE 258286 01/17/2023 PRINTED 002232 JEANNE A BURNETTE 258286 01/17/2023 PRINTED 002232 DENNE A BURNETTE	258280	01/17/2023	PRINTED	002231	BOB BARKED CO INC	21,901.54	
258283 01/17/2023 PRINTED 002358 BEVERLY DENISE BOURGEOIS 64.00 258284 01/17/2023 PRINTED 014011 BUILDERS HARDWARE & SUPPL 187.82 258285 01/17/2023 PRINTED 002232 JEANNE A BURNETTE 64.00	258282	01/17/2023	PRINTED	001867	NEW DAIRY OPCO. LLC DRA B	774.33 269 53	
258284 01/17/2023 PRINTED 014011 BUILDERS HARDWARE & SUPPL 187.82 258285 01/17/2023 PRINTED 002232 JEANNE A BURNETTE 64.00	258283	01/17/2023	PRINTED	002358	BEVERLY DENISE BOURGEOIS	64.00	
250203 U1/11/2023 PRINIED UU2232 JEANNE A BURNETTE 64.00	258284	01/17/2023	PRINTED	014011	BUILDERS HARDWARE & SUPPL	187.82	
	258285 258286	01/17/2023	DE LVILED RKTULED	002232	JEANNE A BURNETTE	64.00	
258287 01/17/2023 PRINTED 019009 CAMPBELL HARDWARE & SUPPL 545 68	258287	01/17/2023	PRINTED	019009	CAMPBELL HARDWARE & SUPPL	2.40 545 68	
258288 01/17/2023 PRINTED 107511 CDG ENGINEERS AND ASSOCIA 20,101.00	258288	01/17/2023	PRINTED	107511	CDG ENGINEERS AND ASSOCIA	20,101.00	

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TOR CASH ACCOUNT! 555	10010	Tok. Offereared
CHECK # CHECK DATE TYPE	VENDOR NAME 102875 CDW - GOVERNMENT, INC 180354 CERTIFIED LABORATORIES DI 002030 YVONNE CHADICK 116898 CHARM-TEX INC 094060 CHUCK STEVENS AUTO INC 180505 CHUCK STEVENS CHEVROLET O 105435 CINTAS FIRST AID & SAFETY 105435 CINTAS FIR	UNCLEARED CLEARED BATCH CLEAR DATE
258289 01/17/2023 PRINTED	102875 CDW - GOVERNMENT, INC	8.424.94
258290 01/17/2023 PRINTED	180354 CERTIFIED LABORATORIES DI	5,171.40
258291 01/17/2023 PRINTED	002030 YVONNE CHADICK	14.40
258292 01/17/2023 PRINTED	116898 CHARM-TEX INC	6,033.90
258293 01/17/2023 PRINTED	094060 CHUCK STEVENS AUTO INC	523.21
258294 01/17/2023 PRINTED	180505 CHUCK STEVENS CHEVROLET O	7,971.49
258295 01/17/2023 PRINTED	105435 CINTAS FIRST AID & SAFETY	41.95
258296 01/17/2023 PRINTED	105435 CINTAS FIRST AID & SAFETY	44.21
258297 U1/17/2023 PRINTED	105435 CINIAS FIRST AID & SAFETY	85.47
250290 U1/1//2U23 PRINTED	105435 CINIAS FIRST AID & SAFETY	38. 98 33. 47
258300 01/17/2023 PRINTED	1 105435 CINIAS FIRST AID & SAFETY	/3.4/ 138 63
258301 01/17/2023 PRINTED	105435 CINTAS FIRST AID & SAFETY	71 70
258302 01/17/2023 PRINTED	105435 CINTAS FIRST AID & SAFETY	, 1, 15
258303 01/17/2023 PRINTED	187695 CINTAS CORPORATION NO 2	15.038.10
258304 01/17/2023 PRINTED	120846 CITY OF FAIRHOPE	113.797.80
258305 01/17/2023 PRINTED	027671 CITY OF SPANISH FORT	64,901.36
258306 01/17/2023 PRINTED	191436 NINA L CLARK	129.60
258307 01/17/2023 PRINTED	025040 COASTAL ALABAMA COMMUNITY	157,237.94
258308 01/17/2023 PRINTED	192695 COASTAL BRT, LLC	8,800.00
258309 01/17/2023 PRINTED	182244 COASTAL INDUSTRIAL SUPPLY	181.99
258310 01/1//2023 PRINTED	0 097682 COCA COLA UNITED	670.88
258311 U1/1//2U23 PRINTED	142527 COCKRELL'S BODY SHOP OF R	7,109.27
250312 U1/1//2U23 PRINTED	101106 CONVERCE ONE THE	970.00
258314 01/17/2023 PRINTED	O 131100 CONVEKGE ONE INC	300.00 421 252 10
258315 01/17/2023 PRINTED	102560 CREEK CLEAN LLC	451,253.10 26 800 00
258316 01/17/2023 PRINTED	0 086609 CHLLITGAN WATER SYSTEMS OF	20,800.00
258317 01/17/2023 PRINTED	115852 DADE PAPER & BAG CO	3 940 56
258318 01/17/2023 PRINTED	002357 JANTCE M DANTEL	30.40
258319 01/17/2023 PRINTED	002029 SHERRY L DAVIES	12.00
258320 01/17/2023 PRINTED	0 093964 PAMELA S DAVIS	8.56
258321 01/17/2023 PRINTED	0 021179 DAVISON FUELS & OIL LLC	46,704.00
258322 01/17/2023 PRINTED	189811 DEAN MOTT	62.00
258323 01/17/2023 PRINTED	180834 DEANNA VICICH COX	450.00
258324 01/17/2023 PRINTED	002069 GLENDA J DELAGARZA	_ 4.80
258325 01/17/2023 PRINTED	0 001844 DESIGN FRENZY, INC.	767.00
250320 U1/1//2U23 PRINTED	D 193194 MARILYN DILLON	14.40
250327 U1/17/2023 PRINTED	10012F DODOTLY LAMBERTH	32,209.67
258320 01/17/2023 PRINTED	0 190133 DUNCTITE LAMBERTH	0.00 585 07
258330 01/17/2023 PRINTED	0 051005 FLECTION SYSTEM & SOFTWAR	945 57
258331 01/17/2023 PRINTED	0 062623 EMPTRE TRUCK SALES THE	376.09
258332 01/17/2023 PRINTED	0 086633 ETOWAH CHEMTCAL SALES & S	574.00
258333 01/17/2023 PRINTED	0 043932 EVANS & COMPANY	1.090.00
258334 01/17/2023 PRINTED	126261 EXPRESS OIL CHANGE	69.19
258335 01/17/2023 PRINTED	0 094932 EXPRESS OIL CHANGE	75.99
258336 01/17/2023 PRINTED	041646 FEDEX	18.39
258337 01/17/2023 PRINTED	0 041646 FEDEX	15.34
258338 01/17/2023 PRINTED	142551 FERGUSON ENTERPRISES INC	1,276.17
258349 01/17/2023 PRINTED	193481 VIRGINIA SUE FERGUSON	80.00
230340 01/11/2023 PKINIED	O UUZDOO JUSEPH A FEKLISI	40.00





AP CHECK RECONCILIATION REGISTER

		TORT OHETERICA
CHECK # CHECK DATE TYPE VENDOR NAME	LINCL EARED	CLEADED PATCH CLEAD DATE
WEST WEST WARE	UNCELARED	CLEARED BATCH CLEAR DATE
258303 01/17/2023 DETNIED 127507 LABORATORY CORD OF AMERIC	2 514 00	
250393 01/17/2023 PRINTED 12/397 LABORATORY CORP OF AMERIC	2,514.00	
250354 01/17/2023 PRINTED 192092 LIFESTAK ALTERNATIVE TRAN	6,975.00	
250375 01/17/2023 PRINTED 101009 LORI G RUFFIN	149.50	
236396 01/17/2023 PRINIED 08/716 LOWE'S - FOLEY	2,349.88	
238397 01/17/2023 PRINTED 181230 LOXLEY AUTO PARTS AND HAR	98.62	
258398 01/1//2023 PRINTED 144/84 LOXLEY CWC GENERAL FUND	960.00	
258399 01/17/2023 PRINTED 18/243 M & A SUPPLY	152.92	
258400 01/17/2023 PRINTED 185396 MAC'S AUTOGLASS LLC	325.00	
258401 01/17/2023 PRINTED 099514 MATTHEW BENDER	49.44	
258402 01/17/2023 PRINTED 002355 JIMIE N MCGINLEY	29.60	
258403 01/17/2023 PRINTED 149690 McGRIFF TIRE CO INC	16,721.94	
258404 01/17/2023 PRINTED 040654 MCKEE FOODS CORP	272.67	
258405 01/17/2023 PRINTED 040125 MCKINNEY PETROLEUM EQT IN	58,610.25	
258406 01/1//2023 PRINTED 123094 MCPHERSON CO - PO'S	992.50	
258407 01/17/2023 PRINTED 123094 MCPHERSON OIL CO	1,357.44	
258408 01/1//2023 PRINTED 098634 MCPHERSON OIL CO INC/DBA	1,665.10	
258409 01/17/2023 PRINTED 001918 MICHAEL BAKER INTERNATION	9,397.10	
258410 01/17/2023 PRINTED 040589 MOBILE ASPHALT CO LLC	276,799.67	
258411 01/17/2023 PRINTED 089762 MOBILE PRESS REGISTER	33.88	
258412 01/17/2023 PRINTED 127440 MONTGOMERY ADVERTISER	1,036.35	
258413 01/17/2023 PRINTED 180154 MOTOROLA SOLUTIONS INC	90,279.20	
258414 01/17/2023 PRINTED 187817 MWI ANIMAL HEALTH	1,481.66	
258415 01/17/2023 PRINTED 040703 NATIONAL COLLEGE OF PROBA	150.00	
258416 01/17/2023 PRINTED 165673 NEEL-SCHAFFER INC	189.00	
258417 01/17/2023 PRINTED 189066 NELSON MFG CO	6,995.91	
258418 01/17/2023 PRINTED 040739 NORTH BALDWIN LITERACY CO	123.83	
258419 01/17/2023 PRINTED 019003 NORTH BALDWIN UTILITIES	730.63	
258420 01/17/2023 PRINTED 040569 NOTARY PUBLIC UNDERWRITER	107.45	
258421 01/17/2023 PRINTED 040569 NOTARY PUBLIC UNDERWRITER	104.50	
258422 01/17/2023 PRINTED 126877 O'REILLY AUTO PARTS	139.08	
258423 01/17/2023 PRINTED 110998 O'REILLY AUTO PARTS	36.31	
258424 01/17/2023 PRINTED 181574 O'REILLY AUTO PARTS	1,568.23	
258425 01/17/2023 PRINTED 043003 OEC	649.00	
258426 01/17/2023 PRINTED 999990 CHARLES BOONE	17.00	
258427 01/17/2023 PRINTED 999990 CLAUD CLARK	54.50	
258428 01/17/2023 PRINTED 999990 CRUMBL COOKIES DAPHNE	12,606.07	
258429 01/17/2023 PRINTED 999990 DATATRUST TECHNOLOGIES &	1,370.54	
258430 01/17/2023 PRINTED 999990 DONALD BLEVINS	22.00	
258431 01/17/2023 PRINTED 999990 ESTATE OF CHARLES HOWARD	9.90	
258432 01/1//2023 PRINTED 999990 GREIF, INC.	233.90	
258433 01/17/2023 PRINTED 999990 JAMES KLEINSCHMIDT JR	17.00	
258434 01/17/2023 PRINTED 999990 JERRY & TERESA ELDRIDGE	22.00	
258435 01/17/2023 PRINTED 999990 JOSEPH D FERRELL	25.00	
258436 01/17/2023 PRINTED 999990 KELLE FLYNT	34.00	
25843/ U1/1//2023 PRINTED 999990 KRISTINA BEDWELL	43.00	
258438 U1/1//2023 PRINTED 999990 LEONARD THORNTON	96.00	
258439 U1/11/2023 PRINTED 999990 PAMELA P COOK	77.84	
25844U U1/1/2U23 PRINTED 99999U ROBERT & JENNIFER EDWARDS	21.00	
258441 U1/1/2U23 PRINTED 999990 RODGER PRESLEY	34.00	
258442 U1/1//2023 PRINTED 999990 RUDY & PAIGE CRUZ	80.00	
258443 U1/11/2023 PRINTED 999990 THOMAS L NELSON	34.00	
CHECK # CHECK DATE TYPE	187.43	



CHECK # CHECK DATE TYPE VENDOR NAME	ARRELL CAYCE ATTAMER JR MBROIDERY & SEWING TRACTOR COMPANY, L S MANAGING GENERAL H PERRI CAYCE MBROIDERY & SEWING TRACTOR COMPANY, L S MANAGING GENERAL H PERRI CAYCE MI TADDERS CORPORA MIGGLY LOXLEY YSTEMS OF MS HITECTURAL FINISHE COUNT MOBILE COUN MINC COURT MOBILE COUN TOED LLC T LEASING USA, INC T ROSE RATCLIFF VICE COMPANY C SERVICES #986 DALE AUTO PARTS IN DALE FEED STORE DALE POWER EQUIPME RBOR ANIMAL COALIT SELLERS MASTER ACTION CLEA MOTO FALABAMA MULLIAMS - SPANIS SMITH E HOUSE INT dba SH ASTE FUND ALD WILLIAMS - SPANIS SMITH E HOUSE INT dba SH ASTE FUND ALD WILLIAMS - SPANIS SMITH SHOW THE SELLERS ALD ALD ALD WILLIAMS - SPANIS SMITH SHOW THE SELLERS ALD	CLEARED BATCH CLEAR DATE
250445 01/17/2022 PRINTED 000000 WENDY F	ADDELL 22 00	
250445 U1/11/2U25 PRINTED 99999U WENDY F	AKKELL 32.00 CAVCE 34.00	
258447 01/17/2023 PRINTED 999990 WILLIAM 258447 01/17/2023 PRINTED 999990 WILLIAM	HATTAMED ID 16 00	
258448 01/17/2023 PRINTED 333330 WILLIAM 258448 01/17/2023 PRINTED 174713 PAM'S F	MRROTDERY & SEWING 255 00	
258449 01/17/2023 PRINTED 002035 PARISH	TRACTOR COMPANY. L 798.90	
258450 01/17/2023 PRINTED 186450 PARTNER	S MANAGING GENERAL 62.633.47	
258451 01/17/2023 PRINTED 002345 KATHRYN	H PERRI 26.28	
258452 01/17/2023 PRINTED 180999 PETROLE	UM TRADERS CORPORA 16,734.58	
258453 01/17/2023 PRINTED 186802 PIGGLY	WIGGLY LOXLEY 422.95	
258454 01/17/2023 PRINTED 185084 POWER S	YSTEMS OF MS 4,837.00	
258455 01/17/2023 PRINTED 192465 PPG ARC	HITECTURAL FINISHE 20,000.00	
250450 U1/1//2U25 PRINTED 1U3U95 PPM CUN	SULIANIS, INC 13,412.44	
258458 01/17/2023 PRINTED 046236 PRO-CHE	COURT MORTLE COUN 2,039.24	
258459 01/17/2023 PRINTED 001000 PROBATE	TDFO LLC 1.281.00	
258460 01/17/2023 PRINTED 186326 OCHC IN	C 178.549.00	
258461 01/17/2023 PRINTED 191947 QUADIEN	T LEASING USA, INC 4.066.17	
258462 01/17/2023 PRINTED 001952 MARGARE	T ROSE RATCLIFF 14.40	
258463 01/17/2023 PRINTED 081752 RDA SER	VICE COMPANY 3,200.00	
258464 01/17/2023 PRINTED 183649 REPUBLI	C SERVICES #986 1,621.00	
258465 01/17/2023 PRINTED 051009 ROBERTS	DALE AUTO PARTS IN 331.27	
258466 01/17/2023 PRINTED 051043 ROBERTS	DALE FEED STORE 204.90	
258467 U1/17/2023 PRINTED U51U4U ROBERTS	DALE POWER EQUIPME 243.40	
250400 U1/17/2023 PRINTED UU2230 SAFE HA 250460 01/17/2023 DDINTED 103201 LINDSEN	KBUK ANIMAL CUALII 231.00	
258470 01/17/2023 PRINTED 153201 LINDSET	MASTER ACTION CLEA 2 810 00	
258471 01/17/2023 PRINTED 192751 SHARPS	MD OF ALABAMA 900.00	
258472 01/17/2023 PRINTED 136207 SHERWIN	WILLIAMS - SPANIS 1.159.50	
258473 01/17/2023 PRINTED 054676 LINDA T	SMITH 2.40	
258474 01/17/2023 PRINTED 123300 SOFTWAR	E HOUSE INT dba SH 54,342.36	
258475 01/17/2023 PRINTED 000510 SOLID W	ASTE FUND 112,592.35	
258476 01/17/2023 PRINTED 054683 SOUTH B	ALDWIN LITERACY CO 123.83	
2584// 01/1//2023 PRINTED 190650 SOUTHER	N TIRE MART 6,282.62	
258478 U1/11/2023 PRINTED 18/384 SPANISH	FORT PAINTING & C 5,7/5.00	
2504/9 U1/17/2023 PRINTED 103394 STAPLES	CONTRACT & COMMER 11,515.30	
258481 01/17/2023 PRINTED 192732 STEELFO	IN FOUTPMENT CO 1,030.00	
258482 01/17/2023 PRINTED 065091 STONE O	ROSRY PC 945 00	
258483 01/17/2023 PRINTED 182059 SUNSOUT	H LLC 50.02	
258484 01/17/2023 PRINTED 054549 SWANA	290.00	
258485 01/17/2023 PRINTED 054549 SWANA	245.00	
258486 01/17/2023 PRINTED 162616 SWEAT T	TIRE - BAY MINETTE 73.43	
258487 01/17/2023 PRINTED 054042 SWEAT T	TRE - ROBERTSDALE 1,829.33	
258488 01/1//2023 PRINTED 182261 TEAM BG	6 & ASSOCIATES 1,704.96	
258400 01/17/2023 PRINTED 104707 THE CAT	TECHNOLOGIES 387.41	
258491 01/17/2023 PRINTED 184204 THE DRI	KENIAL STUKE 1,009.49	
258492 01/17/2023 PRINTED 104294 THE PRI	IN FNGTNEERTNG 26 020 05	
258493 01/17/2023 PRINTED 057071 THOMPSO	N TRACTOR CO 454 640 66	
258494 01/17/2023 PRINTED 057327 TONY'S	TOWING INC 1.528.25	
258495 01/17/2023 PRINTED 188839 TOWER E	QUITIES LLC 3.000.00	
258496 01/17/2023 PRINTED 158123 TRANE-N	OBILE PARTS CENTER 7,356.30	



AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999

10010

FOR: Uncleared

CHECK # CHECK DA	E TYPE VEN	IDOR NAME		UNCLEARED	CLEARED BATCH	CLEAR DATE
258497 01/17/20; 258498 01/17/20; 258499 01/17/20; 258500 01/17/20; 258502 01/17/20; 258503 01/17/20; 258504 01/17/20; 258505 01/17/20; 258506 01/17/20; 258507 01/17/20; 258509 01/17/20; 258510 01/17/20; 258511 01/17/20; 258512 01/17/20; 258513 01/17/20; 258514 01/17/20; 258515 01/17/20; 258516 01/17/20; 258517 01/17/20; 258518 01/17/20; 258519 01/17/20; 258519 01/17/20; 258519 01/17/20; 258510 01/17/20; 258510 01/17/20; 258511 01/17/20; 258512 01/17/20; 258513 01/17/20; 258514 01/17/20; 258515 01/17/20; 258516 01/17/20; 258517 01/17/20; 258519 01/17/20; 258519 01/17/20; 258520 01/17/20; 258520 01/17/20; 258522 01/17/20; 258522 01/17/20; 258522 01/17/20;	3 PRINTED 183 3 PRINTED 057 3 PRINTED 078 3 PRINTED 078 3 PRINTED 078 3 PRINTED 067 3 PRINTED 087 3 PRINTED 087 3 PRINTED 177 3 PRINTED 187 3	ATTACHER STATE OF THE STATE OF	ON RISK & ALTERNA JIPMENT SALES INC ANK FRIN SYSTEM SOURCE LLC ICT LLC INC ATERIALS CO NGER ONE O OF FLORIDA CEIVABLES CORP S & WELDING SUPPL JIP PAYMENT CENTER JIP PAYMENT CENTER NDS RV LLC LOCK AND CARILLON N J WIGGINS SOLUTIONS INC N SUPPLY - DAPHNE N SUPPLY - FOLEY RATE SERVICES, IN ITTICHER GROCERY MOTOR PARTS INC RP	1,399.50 2,321.70 120.80 49,057.17 18.80 2,447.76 2,150.00 14,457.27 49,215.82 10,131.14 388.34 318.83 2,302.48 61.91 1,048.08 1,108.11 750.00 1.60 375.00 290.69 43.09 1,349.48 1,320.05 305.90 386.79 553.49	CLEARED BATCH	CLEAR DATE
230323 01/17/20	287 (CHECKS	CASH ACCOUNT TOTAL	3,146,852.16	.00	



		UNCLEARED	CLEARED	
287 CHECKS	FINAL TOTAL	3,146,852.16	.00	

** END OF REPORT - Generated by Lisa Hacker **



INVOICE ENTRY PROOF LIST

CLERK: RBENSON	ATCH: 4232 DOCUMENT		NEW INVOICES			
VENDOR REMIT NAME	INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE CHK/WIRE
APPROVED PAID INVOIC	:S					
2334 00000 ORANGE	EACH BOA 50152 1062023		ов011723	270,750.21	.00	.00 9206843
CASH 999 2023/04 ACCT 10010 DEPT 5	5 DUE 01/17/2023	SEP-CHK: N DIS	SC: .00 AX		100 23120 100 23121	211,281.99 1099: 59,468.22 1099:
1 APPROVE	PAID INVOICES	TOTAL		270,750.21		
1 INVOICE	(S)	REPORT POS	T TOTAL	270,750.21		



INVOICE ENTRY PROOF LIST

CLERK: R	BENSON BATO	CH: 4231 DOCUMENT		NEW INVOICES			
VENDOR REMIT	NAME	INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE CHK/WIRE
APPROVED PAI	D INVOICES						
191392 00000	GULF SHORES	5 BOAR 50150 1062023		GS011723	616,682.78	.00	.00 9206842
CASH 999 ACCT 10010	2023/04 DEPT 555	INV 01/09/2023 DUE 01/17/2023	SEP-CHK: N DI DESC:SALES / USE T	SC: .00		100 23110 100 23111	481,258.21 1099: 135,424.57 1099:
	APPROVED PA	AID INVOICES	TOTAL		616,682.78		
1	INVOICE(S)		REPORT POS	T TOTAL	616,682.78		



INVOICE ENTRY PROOF LIST

CLERK: R	BENSON BATO	CH: 4230 DOCUMENT	NE	W INVOICES			
VENDOR REMIT	NAME	INVOICE	PO C	HECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE CHK/WIRE
APPROVED PAI) INVOICES						
14116 00000	BALDWIN CN	ГУ ВОА 50137 1062023	В	BE011723	8,891,734.88	.00	.00 9206840
CASH 999 ACCT 10010	2023/04 DEPT 555	INV 01/06/2023 DUE 01/17/2023	SEP-CHK: N DISC: DESC:SALES / USE TAX	.00		100 23100 100 23101	7,215,991.34 1099: 1,675,743.54 1099:
14116 00000	BALDWIN CN	ГҮ ВОА 50143 123122	В	BE011723	1,551.00	.00	.00 9206841
CASH 999 ACCT 10010	2023/04 DEPT 555	INV 01/06/2023 DUE 01/17/2023	SEP-CHK: N DISC: DESC:RESIDENTS' MEALS	.00 S; DEC 2022		10552610 52180	1,551.00 1099:
2	APPROVED P	AID INVOICES	TOTAL		8,893,285.88		
2	INVOTCE(S)		REPORT POST T	OTAL	8 893 285 88		

1



INVOICE ENTRY PROOF LIST

CLERK: RBENSON BATO	CH: 4229 DOCUMENT	CART T	NEW INVOICES			
VENDOR REMIT NAME	INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE CHK/WIRE
APPROVED PAID INVOICES						
191564 00000 JAMES P NIX	G JR 50108 JAN 2023		M011723A	4,133.33	.00	.00 9206835
CASH 999 2023/04 ACCT 10010 DEPT 555	INV 01/09/2023 DUE 01/17/2023	SEP-CHK: N DESC:SUPERNUME	DISC: .00 ERARY; JAN 2023		10051600 51190	4,133.33 1099:
4095 00000 JOHNSON, JA	AMES B 50106 JAN 2023		M011723A	7,758.77	.00	.00 9206834
CASH 999 2023/04 ACCT 10010 DEPT 555	INV 01/09/2023 DUE 01/17/2023	SEP-CHK: N DESC:RETIREMEN	DISC: .00 HT; JAN 2023		10052100 51190	7,758.77 1099:
123781 00000 REGIONS BAN	NK COR 50110 1012023; 2	014	M011723A	36,543.54	.00	.00 9206836
CASH 999 2023/04 ACCT 10010 DEPT 555	INV 01/09/2023 DUE 01/17/2023	SEP-CHK: N DESC:2014 WARF	DISC: .00 RANTS; JAN 2023		304 11500	36,543.54 1099:
123781 00000 REGIONS BAN	NK COR 50112 1012023; 2	015	M011723A	206,520.84	.00	.00 9206837
CASH 999 2023/04 ACCT 10010 DEPT 555	INV 01/09/2023 DUE 01/17/2023	SEP-CHK: N DESC:2015 WARF	DISC: .00 RANTS; JAN 2023		304 11500	206,520.84 1099:
123781 00000 REGIONS BAN	NK COR 50113 1012023; 2	020	M011723A	158,137.50	.00	.00 9206838
CASH 999 2023/04 ACCT 10010 DEPT 555	INV 01/09/2023 DUE 01/17/2023			*	304 11500	158,137.50 1099:
123781 00000 REGIONS BAN	NK COR 50116 1012023; 2	020в	M011723A	91,756.33	.00	.00 9206839
CASH 999 2023/04 ACCT 10010 DEPT 555	INV 01/09/2023 DUE 01/17/2023	DESC:2020B WAF			304 11500	91,756.33 1099:
6 APPROVED PA	AID INVOICES	TOTAL	-	504,850.31		
6 INVOICE(S)		REPORT	POST TOTAL	504.850.31		

Report generated: 01/09/2023 10:16 User: RBENSON Program ID: apinvent

	Vendor Summary	Totals
1	A & M PORTABLES INC	3,835.00
2	A PRECISION AUTO GLASS INC	268.00
3	ADT SECURITY SERVICES INC	58.89
4	AGROMAX LLC	539.20
5	AIRGAS USA LLC	471.85
6	AL DEPT OF ENVIRONMENTAL MANAGEMENT	30.00
7	AL JUDICIAL COLLEGE EDUCATION FUND	1,050.00
	AL STATE DEPT OF REVENUE	1.25
	ALABAMA ANIMAL CONTROL ASSN	950.00
	ALABAMA ASSN OF EMERGENCY MANAGERS	40.00
11	ALABAMA AUTO SERVICE CENTERS INC	5,042.52
	ALABAMA COASTAL RADIOLOGY PC	358.32
	ALABAMA FLAG & BANNE	344.61
	ALABAMA PIPE & SUPPLY CO INC	42,230.72
	AL-TRANS SERVICE INC	1,982.84
	ANDERSON, JOSHUA	122.20
17	ANDREW'S DIESEL & AUTOMOTIVE REPAIR	5,274.44
18	ANIMAL CARE EQUIPMENT & SERVICES LLC	832.02
	ASSN OF STATE FLOODPLAIN MANAGERS INC	80.00
	AUTO ZONE - ROBERTSDALE	1,122.91
	B&H PHOTO & ELECTRONICS CORP	454.08
	BALDWIN CNTY BAR ASSN	700.00
	BALDWIN CNTY BOARD OF EDUCATION	8,893,285.88
24	BALDWIN CNTY ECONOMIC DEVELOPMENT ALLIANCE INC	139,945.58
25	BALDWIN CNTY HISOTRICAL SOCIETY	10.00
	BALDWIN CNTY LIBRARY COOPERATIVE INC	495.29
	BALDWIN CNTY PROBATE COURT	25.00
	BALDWIN CNTY SOLID WASTE	76.00
	BALDWIN EYE CLINIC	235.00
	BALDWIN TROPHIES	169.55
	BALDWIN YOUTH SERVICES	64,819.78
	BAY IMAGES	13.50
	BAY MINETTE BUILDING SUPPLY	345.71
1000	BAY SIDE RUBBER & PRODUCTS	719.13
	BAY UTILITY TRAILERS INC	32.00
	BAY WINDOWS	45.00
	BEARD EQUIPMENT - MOBILE	966.24
	BEEBE'S PEST & TERMITE CONTROL	460.00
	BEHAVIORAL HEALTH SYSTEMS INC	450.00
	BETTY KAROLYI	4.00
	BEVERLY DENISE BOURGEOIS	64.00
	BLOSSMAN GAS INC - FOLEY	319.77
	BLUE ARBOR INC	21,901.54
	BOB BARKER CO INC	774.35
	BUILDERS HARDWARE & SUPPLY CO.	187.82
46	CAMPBELL HARDWARE & SUPPLY CO	545.68

	Vendor Summary	Totals
47	CAPITAL ONE	388.34
48	CDG ENGINEERS AND ASSOCIATES	20,101.00
49	CDW - GOVERNMENT, INC	8,424.94
	CERTIFIED LABORATORIES DIVISION	5,171.40
	CHARM-TEX INC	6,033.90
	CHUCK STEVENS AUTO INC	523.21
	CHUCK STEVENS CHEVROLET OF BAY MINETTE	7,971.49
	CINTAS CORPORATION NO 2	15,038.10
	CINTAS FIRST AID & SAFETY	501.64
	CITY OF FAIRHOPE	113,797.80
	CITY OF SPANISH FORT	64,901.36
	COASTAL ALABAMA COMMUNITY COLLEGE	157,237.94
	COASTAL BRT, LLC	8,800.00
	COASTAL INDUSTRIAL SUPPLY	181.99
	COCA COLA UNITED	670.88
	COCKRELL'S BODY SHOP OF ROBERTSDALE	7,109.27
	CONSOLIDATED PIPE & SUPPLY	970.00
	CONVERGE ONE INC	500.00
	CORPORATE BILLING	5,060.39
	COWIN EQUIPMENT CO - MOBILE	431,253.10
	CREEK CLEAN, LLC	26,800.00
	CULLIGAN WATER SYSTEMS OF MOBILE	257.80
	DADE PAPER & BAG CO	3,940.56
	DAVISON FUELS & OIL LLC	46,704.00
	DEAN MOTT	62.00
	DEANNA VICICH COX	450.00
	DESIGN FRENZY, INC.	767.00
	DISTRICT ATTORNEY'S OFFICE	32,209.67
	DONNA H HINOTE	11.20
20. 100.0	DOROTHY LAMBERTH	8.00
	DYKES VETERINARY CLINIC ELECTION SYSTEM & SOFTWARE INC	585.07
	EMPIRE TRUCK SALES INC	945.57
	ETOWAH CHEMICAL SALES & SERVICE	326.09
	EVANS & COMPANY	574.00
	EXPRESS OIL CHANGE	1,090.00
50000-030-750	FEDEX	145.18
	FERGUSON ENTERPRISES INC - DAPHNE	33.73 1,276.17
	FINE PRINTING	170.50
	FLEETPRIDE	
	FORTILINE WATERWORKS INC	13,299.08
	G T MICHELLI SCALES	10,028.40 4,165.12
	GALL'S LLC	
	GEOTECHNICAL ENGINEERING TESTING INC	1,901.73
	GILMORE SERVICES	5,736.32 102.00
	GLENDA J DELAGARZA	
52	OLLINDA I DELAGANZA	4.80

	Vendor Summary	Totals
93	GLENNA B GRANT	4.00
94	GLOBAL HR RESEARCH, LLC	1,056.67
95	GOODYEAR AUTO SERVICE CENTER	1,277.72
96	GOODYEAR AUTO SERVICE CENTER - FOLEY	700.80
	GOVERNMENTJOBS.COM INC	13,357.09
	GRAESTONE AGGREGATES, LLC	70,480.99
	GROOMER,S BEST INC	6,678.00
	GSP MARKETING INC	7,997.08
	GULF COAST MEDIA, LLC	4,943.63
	GULF COAST ORGANIC, INC.	1,150.00
	GULF SHORES BOARD OF EDUCATION	616,682.78
	GULF STATES DISTRIBUTORS	3,798.00
	GWENDOLYN J WIGGINS	1.60
	HANDEL INFORMATION TECHNOLOGIES, INC.	681.17
	HARD TIME PRODUCTS	1,825.00
	HI-LINE	2,386.32
	HILL'S PET NUTRITION INC	639.80
	HOBART SERVICE	336.98
	HUNTER SECURITY INC	648.74
	IMC-DIAGNOSTIC & MEDICAL CLINIC	3,615.00
	IMC-EMERGENCY PHYSICIANS	1,525.53
	INDUSTRIAL BOILER & MECHANICAL COMPANY	33,873.75
	INGENUITY INC	1,182.91
	INGRAM EQUIPMENT LLC	228.38
	IRMA VAUTRIN	18.80
	JAMES B JOHNSON	7,758.77
	JAMES PHELAN NIX, JR	4,133.33
	JANI KING OF MOBILE	2,639.00
0.0000000000000000000000000000000000000	JANICE M DANIEL JANNA J. HEARN	30.40
	JEANNE A BURNETTE	6.40
	JIMIE N MCGINLEY	64.00
		29.60
	JOHNSTONE SUPPLY OF MOBILE JOSEPH A FERLISI	164.85
	JUBILEE LOCK & KEY LLC	40.00 145.00
50.55.55.50	JUDITH FAYE GERBER	2.40
	JULIA BASS	145.60
	KATHRYN H PERRI	26.28
	KEET CONSULTING SERVICES LLC	7,250.00
	KEITH GLINES	500.00
	KENDEL HENDERSON	57.50
	KERI E GREEN	73.88
	KEYPORT WAREHOUSING INC	144.00
	KIMBALL MIDWEST	914.64
	KINGS III OF AMERICA INC	200.01
	KNOX PEST CONTROL	476.00
100		1 470.00

Vendor Summary	Totals
139 L & K CONSTRUCTION, LLC	12,088.50
140 LABORATORY CORP OF AMERICA HOLDINGS	2,514.00
141 LAGAIL D HODGES	4.80
142 LARRY E BEAUCHAMP	372.00
143 LIFESTAR ALTERNATIVE TRANSPORT SVC, LLC	6,975.00
144 LILLIAN BLACK	6.40
145 LINDA T SMITH	2.40
146 LINDSEY SELLERS	82.00
147 LORI G RUFFIN	149.50
148 LOWE'S - FOLEY	2,349.88
149 LOXLEY AUTO PARTS AND HARDWARE	98.62
150 LOXLEY CWC GENERAL FUND	960.00
151 M & A SUPPLY	152.92
152 MAC'S AUTOGLASS LLC	325.00
153 MARGARET ROSE RATCLIFF	14.40
154 MARILYN DILLON	14.40
155 MATTHEW BENDER	49.44
156 McGRIFF TIRE CO INC	16,721.94
157 MCKEE FOODS CORP	272.67
158 MCKINNEY PETROLEUM EQT INC	58,610.25
159 McPHERSON CO - PO'S	992.50
160 MCPHERSON OIL CO	1,357.44
161 MCPHERSON OIL CO INC/DBA FUELMAN	1,665.10
162 MICHAEL BAKER INTERNATIONAL, INC.	9,397.10
163 MOBILE ASPHALT CO LLC	276,799.67
164 MOBILE PRESS REGISTER	33.88
165 MONTGOMERY ADVERTISER	1,036.35
166 MOTOROLA SOLUTIONS INC	90,279.20
167 MWI ANIMAL HEALTH	1,481.66
168 NATIONAL COLLEGE OF PROBATE JUDGES	150.00
169 NEEL-SCHAFFER INC	189.00
170 NELL CALLOWAY	2.40
171 NELSON MFG CO	6,995.91
172 NEW DAIRY OPCO, LLC DBA BORDEN DAIRY	269.53
173 NINA L CLARK	129.60
174 NORTH BALDWIN LITERACY COUNCIL	123.83
175 NORTH BALDWIN UTILITIES	730.63
176 NOTARY PUBLIC UNDERWRITERS	211.95
177 OEC 178 ONETIME-REFUND	649.00
179 ORANGE BEACH BOARD OF EDUCATION	15,067.18 270,750.21
	1
180 O'REILLY AUTO PARTS 181 PAMELA S DAVIS	1,743.62
181 PAMELA'S DAVIS 182 PAM'S EMBROIDERY & SEWING	8.56
	255.00
183 PARISH TRACTOR COMPANY, LLC	798.90
184 PARTNERS MANAGING GENERAL UNDERWRITERS	62,633.47

	Vendor Summary	Totals
185	PETROLEUM TRADERS CORPORATION	16,734.58
186	PIGGLY WIGGLY LOXLEY	422.95
187	POWER SYSTEMS OF MS	4,837.00
188	PPG ARCHITECTURAL FINISHES, INC.	20,000.00
189	PPM CONSULTANTS, INC	13,412.44
190	PROBATE COURT MOBILE COUNTY, ALABAMA	23.00
191	PRO-CHEM INC	2,039.24
192	PROTECVIDEO LLC	1,281.00
193	QCHC INC	178,549.00
194	QUADIENT LEASING USA, INC	4,066.17
195	RDA SERVICE COMPANY	3,200.00
196	REGIONS BANK CORP TRUST	492,958.21
197	REPUBLIC SERVICES #986	1,621.00
198	ROBERTSDALE AUTO PARTS INC	331.27
199	ROBERTSDALE FEED STORE	204.90
100 00	ROBERTSDALE POWER EQUIPMENT	243.40
201	SAFE HARBOR ANIMAL COALITION INC	231.00
202	SERVICEMASTER ACTION CLEANING	2,810.00
	SHARPS MD OF ALABAMA	900.00
	SHERRY L DAVIES	12.00
	SHERWIN WILLIAMS - SPANISH FORT	1,159.50
	SOFTWARE HOUSE INT dba SHI	54,342.36
	SOLID WASTE FUND	112,592.35
	SOUTH BALDWIN LITERACY COUNCIL	123.83
	SOUTHERN TIRE MART	6,282.62
	SPANISH FORT PAINTING & CONST. LLC	5,775.00
	STAPLES CONTRACT & COMMERCIAL INC	11,315.30
	STEELFUSION CLINICAL TOXICOLOGY LAB, LLC	1,050.00
	STOCKTON EQUIPMENT CO	67.55
	STONE CROSBY PC	945.00
	SUNSOUTH LLC	50.02
	SUSAN L HARMON	32.00
	SWANA CMEAT TIPE DAYAMNETTE	535.00
	SWEAT TIRE - BAY MINETTE	73.43
	SWEAT TIRE - ROBERTSDALE	1,829.33
	TEAM BG & ASSOCIATES	1,704.96
	TESSCO TECHNOLOGIES THE CAT RENTAL STORE	387.41
-	THE PRINT SHOP	1,009.49
	THOMPSON ENGINEERING	657.50
	THOMPSON TRACTOR CO	36,929.95
	TONY'S TOWING INC	454,640.66
	TOWER EQUITIES LLC	1,528.25 3,000.00
	TRANE-MOBILE PARTS CENTER	1 ' 1
	TRANSUNION RISK & ALTERNATIVE	7,356.30
	TREASA JOHNSON	1,399.50
230	INLASA JUNISUN	35.01

Ver	dor Summary	Totals
231 TRU	ICK EQUIPMENT SALES INC	2,321.70
232 TRU	IST BANK	120.80
233 TSA	INC	49,057.17
234 VEN	ITURE SYSTEM SOURCE LLC	2,447.76
235 VIR	GINIA SUE FERGUSON	80.00
236 VIZ	DCOM ICT LLC	2,150.00
237 VOL	KERT INC	14,457.27
238 VUL	CAN MATERIALS CO	49,215.82
239 W V	V GRAINGER	10,131.14
240 WA	STE PRO OF FLORIDA	318.83
241 WE	SCO GAS & WELDING SUPPLY	61.91
242 WES	SCO RECEIVABLES CORP	2,302.48
243 WE	ST GROUP PAYMENT CENTER	1,230.16
244 WH	ITE SANDS RV LLC	1,108.11
245 WH	ITES CLOCK AND CARILLON SERVICE	750.00
246 WIL	DLIFE SOLUTIONS INC	375.00
247 WIL	MA L JAYJOHN	11.20
248 WIT	TICHEN SUPPLY - DAPHNE	290.69
249 WIT	TICHEN SUPPLY - FOLEY	43.09
250 WM	CORPORATE SERVICES, INC	1,349.48
251 WO	OD FRUITTICHER GROCERY CO INC	1,320.05
252 WR	GHTS MOTOR PARTS INC	305.90
253 XER	OX CORP	386.79
254 YVC	NNE CHADICK	14.40
255 ZEP	SALES AND SERVICE	553.49
GR/	ND TOTAL	13,432,421.34
DUI	c	2 654 702 47
BILL		3,651,702.47
	RDS OF EDUCATION DISTRIBUTIONS	9,780,718.87
GKA	IND IOIAL	13,432,421.34

A/P Vendors Exceeding \$20,000 Commission Meeting: January 17, 2023

Vendor Name

Brief Description

Baldwin County Board of Education	7,215,991.34	
	1,675,743.54	Use Tax
	1,551.00	Residents' Meals
Gulf Shores Board of Education	481,258.21	Sales Tax
	135,424.57	Use Tax
Orange Beach Board of Education	211,281.99	Sales Tax
•	59,468.22	Use Tax
Regions Bank Corp Trust	36,543.54	2014 Warrant, Jan 2023
	206,520.84	2015 Warrant, Jan 2023
	158,137.50	2020 Warrant, Jan 2023
	91,756.33	2020B Warrant, Jan 2023
Thompson Tractor Company	410,123.00	Equipment; Hwy
,,,,,,,,,,,,,	44,517.66	
Cowin Equipment Co-Mobile	396,554.00	Vehicle; Solid Waste
	34,699.10	Equipment and Maintenance
Mobile Asphalt Co LLC	276,799.67	Road Building Materials
QCHC, Inc.	178,549.00	Medical Services; Jan 2023
Coastal Alabama Community College	157,237.94	Sales Tax
Baldwin County Economic Development Alliance, Inc.	116,750.00	FY23 Funding Appropriation
Buldwin County Economic Bevelopment / mance, me.	23,195.58	Sales Tax
City of Fairhope	113,797.80	SRO 07/0122-09/30/22
Solid Waste Fund	112,592.35	Tipping Fees; Dec 2022
Motorola Solutions Inc	90,279.20	Vehicle Equipment Expense; Sheriff's
Graestone Aggregates, LLC	70,480.99	Road Building Materials
City of Spahish Fort	64,901.36	SRO 07/0122-09/30/22
Baldwin Youth Services	64,819.78	Sales Tax
McKinney Petroleum EQT Inc	58,610.25	Fuel
Software House Int dba SHI	54,342.36	Subscriptions
Vulcan Materials Co	49,215.82	Road Building Materials
District Attorney's Office	32,209.67	Sales Tax; Act 2017-447
Davison Fuels & Oil, LLC	46,704.00	Fuel
· ·		
TSA, Inc.	49,057.17	Computer Support Services and Expenses
Blue Arbor, Inc.	21,901.54	The state of the s
Partners Managing General Underwriters	62,633.47	Stop Loss; January 2023
Alabama Pipe & Supply Co Inc	42,230.72	Road Building Materials
Thompson Engineering	36,929.95	Engineering Services
Industrial Boiler & Mechanical Company	33,873.75	Contract Services
Creek Clean, LLC	26,800.00	Contract Services
CDG Engineers and Associates	20,101.00	Professional Services
PPG Architectural Finishes, Inc	20,000.00	Professional Services
TOTAL	12,983,584.21	:



Baldwin County Commission

Agenda Action Form

Meeting Type: BCC Regular Meeting

Meeting Date: 1/17/2023

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 #: 23-0482, 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 17, 2023

	Vendor Summary	Totals	Brief Description
	AFLAC	19,578.58	PAYROLL
	ALABAMA CHILD SUPPORT PAYMENT CENTER	6,622.08	PAYROLL
	ALABAMA POWER CO	1,054.13	UTILITIES
	AT&T	86.70	TELEPHONE
- 1	AT&T MOBILITY	1.00	TELEPHONE
	BALDWIN CNTY COMMISSION - BOOTS	3,280.00	PAYROLL
	BALDWIN CNTY COMMISSION - DENTAL 790	25,981.50	PAYROLL
	BALDWIN CNTY COMMISSION - HEALTH	661,259.00	PAYROLL
	BALDWIN CNTY SHERIFF'S OFFICE	2,326,168.56	PAYROLL
10 1	BALDWIN COUNTY SEWER SERVICE LLC	1,616.29	UTILITIES
11	BALDWIN EMC	1,422.00	UTILITIES
	BILLIE J UNDERWOOD	204.65	TRAVEL
	BLACK DIAMOND CONSTRUCTION LLC	44,176.90	CONTRACT SERVICES
14	BLUE CROSS & BLUE SHIELD OF AL	299,611.99	MEDICAL
15	BRENDA Q GANEY CIRCUIT CLERK		PAYROLL
16	C SPIRE	312.95	TELEPHONE
17	CHAPTER 13 TRUSTEE		TELEPHONE
18	CITY OF FAIRHOPE-UTILITIES		UTILITIES
19	CITY OF ROBERTSDALE		UTILITIES
	CORRECTIONAL PEACE OFFICERS FOUNDATION		PAYROLL
	CRAFT TRAINING FUND		CICT FEES; DEC 22
22	DANIEL O'BRIEN	1,792.24	
23	DEPARTMENT OF CHILDREN AND FAMILY SVC		PAYROLL
	FLEXIBLE BENEFITS	19,106.21	
25 1	FRONTIER COMMUNICATIONS OF THE SOUTH INC	• 1 TOTAL TOTAL	TELEPHONE
	RS-TAX PAYMENT	619,354.78	
	JANIELLE D. DUNLAP		ROW; HWY
	JANIS D EASTBURN		ROW; HWY
	JOHN G WALTON CONST CO		CONTRACT SERVICES
	KOFILE TECHNOLOGIES INC		CONTRACT SERVICES
000 00 000	LIBERTY NATIONAL LIFE		PAYROLL
	MCELHENNEY CONSTRUCTION CO LLC		CONTRACT SERVICES
	MEDONE, LC	249,801.19	
	METROPOLITAN LIFE INSURANCE CO		PAYROLL
	NATIONAL AUTO FLEET GROUP		VEHICLES; PARKS
	NATIONWIDE RETIREMENT SOLUTIONS		PAYROLL
	NEWELL & BUSH INC		CONTRACT SERVICES
	NORTH BALDWIN HOSPITAL WELLNESS CENTER		PAYROLL
	NORTH BALDWIN UTILITIES		UTILITIES
	ORANGE BEACH WATER AUTHORITY		UTILITIES
	PERDIDO BAY WATER, SEWER, FIRE		
	PETTY CASH - KELLY CHILDRESS		UTILITIES
	PH & J ARCHITECTS INC		PETTY CASH; COA
- 1	RETIREMENT SYSTEMS OF AL		CONTRACT SERVICES
- 1	RIVIERA UTILITIES	437,994.64	
	ROBERT A WILLS		UTILITIES DENTAL EXPENSES
	RYNO CONSULTING		RENTAL EXPENSES
- 1	SOUTHERN LINC WIRELESS		CONTRACT SERVICES
	STIVERS FORD LINCOLN MERCURY INC		TELEPHONE
	TOWN OF LOXLEY		VEHICLES; SHERIFF'S
			UTILITIES
10000	TOWN OF SILVERHILL		UTILITIES
	J.S. DEPT OF TREASURY - DEBT MGMNT SRVCS		PAYROLL
- 1	JNITED WAY OF BALDWIN COUNTY		PAYROLL
	JNITI FIBER		TELEPHONE
25	VERIZON WIRELESS	20,323.00	TELEPHONE
l	Grand Total	5,443,119.83	

Page 1 of 1 29



AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999

10010

FOR: Uncleared

CHECK # CHECK DATE TYPE	VENDOR NAME		UNCLEARED	CLEARED	BATCH	CLEAR DATE
9206801 12/21/2022 WIRE	001983 MEDONE, LO	5	142,484.69			
	1 CHECKS	CASH ACCOUNT TOTAL	142,484.69	.00)	

Report generated: 12/21/2022 13:52 User: Lisa.Hacker Program ID: apchkrcn

30

1



AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999

10010

FOR: Uncleared

CHECK # CHECK DATE TYPE	VENDOR NAME		UNCLEARED	CLEARED	ВАТСН	CLEAR DATE	
9206802 12/21/2022 WIRE	014125 BLUE CROSS & BLUE SHIELD		64,601.99				
	1 CHECKS	CASH ACCOUNT TOTAL	64,601.99	.00			

Page



AP CHECK RECONCILIATION REGISTER

CHECK #	CHECK	DATE	TYPE	VENDOR	NAME		UNCLEARED	CLEARED	BATCH	CLEAR DATE
257886 257887	12/22/ 12/22/	/2022 /2022	PRINTED PRINTED	190192 185518	BLACK DIAMOND CONST KOFILE TECHNOLOGIES MCELHENNEY CONSTRUC PH & J ARCHITECTS I	S INC CTION C	44,176.90 142,505.75 96,588.49 9,469.04			
				4 CHECK	S CASH ACC	COUNT TOTAL	292,740.18	.00		



AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010 FOR: Uncleared

CHECK # CHECK DATE TYPE	VENDOR NAME		UNCLEARED	CLEARED B	ATCH CLEAR DATE
9206808 12/23/2022 WIRE 9206809 12/23/2022 WIRE	051059 RETIREMENT SYSTEMS OF AL 054188 IRS-TAX PAYMENT		60,122.20 75,708.83		
	2 CHECKS	CASH ACCOUNT TOTAL	135,831.03	.00	

33



AP CHECK RECONCILIATION REGISTER

CHECK # CHECK DATE TYPE	VENDOR NAME	UNCLEARED	CLEARED BATCH CLEAR DATE
258159 12/23/2022 PRINT 258160 12/23/2022 PRINT 258161 12/23/2022 PRINT 258162 12/23/2022 PRINT	TED 094828 ALABAMA CHILD SUPPORT PAY TED 180373 BALDWIN CNTY COMMISSION - TED 186456 BALDWIN CNTY COMMISSION - TED 188062 BALDWIN CNTY COMMISSION -	3,311.04 12,299.75 312,495.00 3,280.00	CLEARED BATCH CLEAR DATE
258163 12/23/2022 PRINT 258164 12/23/2022 PRINT 258165 12/23/2022 PRINT 258166 12/23/2022 PRINT	ED 002213 BRENDA Q GANEY CIRCUIT CL ED 002347 CHAPTER 13 TRUSTEE ED 184047 DANIEL O'BRIEN ED 189015 DEPARTMENT OF CHILDREN AN ED 000717 FLEXIBLE BENEFITS	648.89 139.39 896.12 154.10 9,068.25	
	9 CHECKS CASH ACCOUNT TOTA	,	.00



AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010 FOR: Uncleared

CHECK # CHECK DATE TYPE	VENDOR NAME		UNCLEARED	CLEARED	ВАТСН	CLEAR DATE
9206803 12/23/2022 WIRE 9206804 12/23/2022 WIRE 9206805 12/23/2022 WIRE	051059 RETIREMENT SYSTEMS OF AL		14,197.08 190,664.85 274,353.84			
	3 CHECKS	CASH ACCOUNT TOTAL	479,215.77	.00	(

Report generated: 12/28/2022 08:41 User: Kara.Brooks 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
9206818 12/23/2022 WIRE 9206819 12/23/2022 WIRE 9206820 12/23/2022 WIRE 9206821 12/23/2022 WIRE	000010 BALDWIN 000010 BALDWIN	CNTY SHERIFF'S OF CNTY SHERIFF'S OF CNTY SHERIFF'S OF CNTY SHERIFF'S OF	524,860.33 475,243.81 185,915.09 77,082.65		
	4 CHECKS	CASH ACCOUNT TOTAL	1,263,101.88	.00	



INVOICE ENTRY PROOF LIST

CLERK: R	BENSON BATC	H: 4177 DOCUMENT		NEW INVOICES			
VENDOR REMIT	NAME	INVOICE	P0	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE CHK/WIRE
ADDROVED DAT	D. TANYOTCES						
APPROVED PAI	D INVOICES						
182668 00000	RYNO CONSUL	TING 49504 10290		M122222A	933.70	.00	.00 9206825
CASH 511 ACCT 11000	2023/03 DEPT 555	INV 12/22/2022 DUE 12/22/2022	SEP-CHK: N DESC:MONTHLY PAY	DISC: .00 / FLOW FEE		51154801 51500	933.70 1099:
1	APPROVED PA	ID INVOICES	TOTAL		933.70		
1	INVOICE(S)		REPORT P	POST TOTAL	933.70		

Report generated: 01/03/2023 12:26 User: RBENSON Program ID: apinvent



AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999

10010

FOR: Uncleared

CHECK # CHECK DATE TYPE	VENDOR NAME		UNCLEARED	CLEARED	BATCH CLEAR DATE
9206822 12/28/2022 WIRE	014125 BLUE CROSS	& BLUE SHIELD	85,836.50		
	1 CHECKS	CASH ACCOUNT TOTAL	85,836.50	.00)

38



AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999

10010

FOR: Uncleared

CHECK # CHECK DATE TYPE	VENDOR NAME		UNCLEARED CLEA	ARED BATCH CLEAR DATE
9206823 12/28/2022 WIRE	014125 BLUE CROSS	& BLUE SHIELD	34,606.86	
	1 CHECKS	CASH ACCOUNT TOTAL	34,606.86	.00

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Page



AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999

10010

FOR: Uncleared

CHECK # CHECK DATE TYPE	VENDOR NAME		UNCLEARED	CLEARED BATCH CLEAR D	ATE
258168 12/29/2022 PRINTED 258169 12/29/2022 PRINTED 258170 12/29/2022 PRINTED 258171 12/29/2022 PRINTED 258172 12/29/2022 PRINTED 258173 12/29/2022 PRINTED 258174 12/29/2022 PRINTED 258175 12/29/2022 PRINTED 258176 12/29/2022 PRINTED 258176 12/29/2022 PRINTED 258176 12/29/2022 PRINTED	097691 BALDWIN CO 014005 BALDWIN EN 019021 CITY OF FA 002354 JANIELLE I 002353 JANIS D EA 100861 JOHN G WAL 180761 NEWELL & E	DUNTY SEWER SERV MC ITRHOPE-UTILITIE DUNLAP ASTBURN TON CONST CO BUSH INC	867.36 1,507.29 288.00 17.18 3,836.00 2,625.00 23,268.33 41,552.85 4,293.53		
	9 CHECKS	CASH ACCOUNT TOTAL	78,255.54	.00	

40

Page



AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999

10010

FOR: Uncleared

CHECK # CHECK DATE TYPE	VENDOR NAME		UNCLEARED C	CLEARED BATCH CLEAR DATE
258177 12/29/2022 PRINTE	ED 051003 RIVIERA U	TILITIES	254.52	
	1 CHECKS	CASH ACCOUNT TOTAL	254.52	.00

1



AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010 FOR: Uncleared

CHECK # CHECK DATE TYPE	VENDOR NAME		UNCLEARED	CLEARED	ВАТСН	CLEAR DATE
258178 12/30/2022 PRINTED	191357 ROBERT A W	TLLS	4,090.00			
	1 CHECKS	CASH ACCOUNT TOTAL	4,090.00	.00		



AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010 For: Uncleared

CHECK # CHECK DATE TYPE	VENDOR NAME		UNCLEARED	CLEARED	BATCH	CLEAR DATE
9206826 01/03/2023 WIRE	014125 BLUE CROSS	S & BLUE SHIELD	11,644.64			
	1 CHECKS	CASH ACCOUNT TOTAL	11,644.64	.00		



AP CHECK RECONCILIATION REGISTER

10010 FOR: Uncleared FOR CASH ACCOUNT: 999

CHECK # CHECK DATE TYPE	VENDOR NAME		UNCLEARED	CLEARED	BATCH	CLEAR DATE	and the second second
9206824 01/03/2023 WIRE	014125 BLUE CROSS	S & BLUE SHIELD	82,907.11				
	1 CHECKS	CASH ACCOUNT TOTAL	82,907.11	.00)		



AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999

10010

FOR: Uncleared

CHECK # CHECK DATE TYPE	VENDOR NAME		UNCLEARED	CLEARED	BATCH	CLEAR DATE
9206827 01/03/2023 WIRE	014125 BLUE CROSS	S & BLUE SHIELD	20,014.89			
	1 CHECKS	CASH ACCOUNT TOTAL	20,014.89	.00		



AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010 FOR: Uncleared

CHECK # CHECK DATE TYPE	VENDOR NAME		UNCLEARED	CLEARED	BATCH	CLEAR DATE
9206828 01/04/2023 WIRE	001983 MEDONE, LO	Ξ.	107,316.50			
	1 CHECKS	CASH ACCOUNT TOTAL	107,316.50	.00)	

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AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999

10010

FOR: All Except Stale

CHECK # CHECK DATE TYPE	VENDOR NAME		UNCLEARED	CLEARED BATCH CL	EAR DATE
CHECK # CHECK DATE TYPE 258202 01/05/2023 PRINTE 258203 01/05/2023 PRINTE 258204 01/05/2023 PRINTE 258205 01/05/2023 PRINTE 258206 01/05/2023 PRINTE 258206 01/05/2023 PRINTE 258208 01/05/2023 PRINTE 258209 01/05/2023 PRINTE 258210 01/05/2023 PRINTE 258211 01/05/2023 PRINTE 258212 01/05/2023 PRINTE 258213 01/05/2023 PRINTE 258214 01/05/2023 PRINTE 258215 01/05/2023 PRINTE 258216 01/05/2023 PRINTE 258217 01/05/2023 PRINTE 258218 01/05/2023 PRINTE 258219 01/05/2023 PRINTE 258219 01/05/2023 PRINTE 258210 01/05/2023 PRINTE 258210 01/05/2023 PRINTE 258210 01/05/2023 PRINTE 258221 01/05/2023 PRINTE 258222 01/05/2023 PRINTE 258223 01/05/2023 PRINTE 258223 01/05/2023 PRINTE 258224 01/05/2023 PRINTE 258223 01/05/2023 PRINTE 258223 01/05/2023 PRINTE 258224 01/05/2023 PRINTE 258225 01/05/2023 PRINTE 258223 01/05/2023 PRINTE 258224 01/05/2023 PRINTE	VENDOR NAME D 010009 ALABAMA PO D 063589 AT&T D 014397 AT&T MOBIL D 097691 BALDWIN CO D 014005 BALDWIN EM D 002004 C SPIRE D 019021 CITY OF FA D 186412 CRAFT TRAI D 054257 FRONTIER C D 185518 MCELHENNEY D 019003 NORTH BALD D 002080 ORANGE BEA D 048197 PERDIDO BA D 133604 PETTY CASH D 051003 RIVIERA UT D 062367 SOUTHERN L D 062367 SOUTHERN L	WER CO ITY UNTY SEWER SERV IC IRHOPE-UTILITIE BERTSDALE INING FUND OMMUNICATIONS O CONSTRUCTION C WIN UTILITIES ICH WATER AUTHOR IY WATER, SEWER, I - KELLY CHILDR ILITIES INC WIRELESS	186.77 86.70 1.00 1.09.00 1,134.00 312.95 312.35 31,211.00 463.00 14.70 113,661.14 7,504.21 20.54 52.20 11.99 528.82 457.60 748.68	CLEARED BATCH CL	EAR DATE
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	24 CHECKS	CASH ACCOUNT TOTAL	230,466.87	.00	



FOR: Uncleared

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

CHECK # CHECK DATE TYPE	VENDOR N	AME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
258226 01/05/2023 PRINTED	189626 в	ILLIE J UNDERWOOD	204.65			
	1 CHECKS	CASH ACCOUNT TOTAL	204.65	.00		

Report generated: 01/05/2023 10:13 User: Lisa.Hacker 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
258227 01/05/2023 PRINTED		19,506.96	
	180373 BALDWIN CNTY COMMISSION -	71.62 1,130.50	
258231 01/05/2023 PRINTED	0 186456 BALDWIN CNTY COMMISSION - 0 064266 CORRECTIONAL PEACE OFFICE	31,195.00 10.00	
258233 01/05/2023 PRINTED	0 039441 LIBERTY NATIONAL LIFE 0 191391 METROPOLITAN LIFE INSURAN	13,265.76 30,063.16	
	0 091547 NORTH BALDWIN HOSPITAL WE 0 040624 UNITED WAY OF BALDWIN COU	106.00 300.00	
	9 CHECKS CASH ACCOUNT TO	TAL 95,649.00	.00



AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010 FOR: Uncleared

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258194 01/06/2023 PR: 258195 01/06/2023 PR: 258196 01/06/2023 PR: 258197 01/06/2023 PR: 258198 01/06/2023 PR: 258199 01/06/2023 PR: 258200 01/06/2023 PR:	INTED 094828 ALABAMA CHILD INTED 180373 BALDWIN CNTY INTED 186456 BALDWIN CNTY INTED 002213 BRENDA Q GANE INTED 002347 CHAPTER 13 TR INTED 184047 DANIEL O'BRIE INTED 189015 DEPARTMENT OF INTED 000717 FLEXIBLE BENE INTED 180872 U.S. DEPT OF	COMMISSION - COMMISSION - Y CIRCUIT CL USTEE N CHILDREN AN FITS	3,311.04 12,551.25 317,569.00 579.53 139.39 896.12 154.10 10,037.96		
	9 CHECKS CA	SH ACCOUNT TOTAL	345,391.55	.00	

Report generated: 01/05/2023 08:08 User: Lisa.Hacker Program ID: apchkrcn

Page

1



AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999

10010

FOR: Uncleared

CHECK # CHECK DATE TYPE	VENDOR NAME		UNCLEARED	CLEARED	BATCH	CLEAR DATE
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	3 CHECKS	CASH ACCOUNT TOTAL	490,201.78	.00		

Report generated: 01/05/2023 08:09 User: Lisa.Hacker Program ID: apchkrcn

Page



INVOICE ENTRY PROOF LIST

CLERK: R	BENSON BATC	H: 4207 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 49751 1052023		M010523A	1,063,066.68	.00	.00 9206833
CASH 999 ACCT 10010	2023/04 DEPT 555	INV 01/05/2023 DUE 01/05/2023	SEP-CHK: N DIS DESC:SHERIFF'S PAYR	SC: .00 ROLL 01/6/23		10052100 52910 10052200 52910 708 22797 10052100 52910 10052200 52910 708 22797	325,674.96 1099: 202,673.29 1099: 12,018.97 1099: 349,617.00 1099: 159,920.59 1099: 13,161.87 1099:
1	. APPROVED PA	AID INVOICES	TOTAL		1,063,066.68		
	INVOICE(S)		REPORT POST	TOTAL	1.063.066.68		

Report generated: 01/05/2023 14:17 User: RBENSON Program ID: apinvent



AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010 FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME		UNCLEARED	CLEARED	BATCH	CLEAR DATE	
258236	01/06/2023	PRINTED	185024	NATIONAL	AUTO FLEET GROUP	72,010.96				
			1 CHECK	S	CASH ACCOUNT TOTAL	72,010.96	.00			

Report generated: 01/06/2023 08:14 User: RBENSON Program ID: apchkrcn



Baldwin County Commission

Agenda Action Form

Meeting Type: BCC Regular Meeting

Meeting Date: 1/17/2023

Item Status: New

From: Jeannie M. Peerson, Commission Executive Assistant

Submitted by: Jeannie M. Peerson, Commission Executive Assistant

ITEM TITLE

Fort Morgan 4th Annual Mardi Gras Parade

STAFF RECOMMENDATION

Approve the requested route for the Fort Morgan 4th Annual Mardi Gras Parade on Sunday, February 19, 2023, beginning at 1:00 p.m. and closure of roads (Ponce de Leon, Triple Tail Lane, and Bernard Court East) from 12:00 p.m. to 2:30 p.m. during the event.

The Fort Morgan Volunteer Fire Department will assist with traffic control and safety for the duration of the parade.

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

BACKGROUND INFORMATION

Previous Commission action/date: <u>January 18, 2022</u> - Fort Morgan 3rd Annual Mardi Gras Parade 2022 request was approved.

Background: On December 21, 2022 Commission staff received a written request from Gayle Pierce, Parade Organizer, for the Fort Morgan to hold its 4th Annual Fort Morgan Mardi Gras Parade on Sunday, February 19, 2023, beginning at 1:00 p.m. and ending at 2:30 p.m.

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 #: CA1 File #: 23-0475, Version: 1

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: Yes

Individual(s) responsible for follow up: Administrative Staff

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

Administration staff to send correspondence to:

Via email - gpdecorpaint@gmail.com Ms. Gayle Pierce, Parade Organizer 9025 Highway 180 West Gulf Shores, Alabama 36542

cc: Sheriff Huey Hoss Mack Chief Deputy Anthony Lowery MajorTony Nolfe Lieutenant Nathan Lusk Nancy Hall Joey Nunnally Alfreda Jeffords Frank Lundy Lisa Sangster Zach Hood

Additional instructions/notes: N/A

FORT MORGAN MARDI GRAS PARADE

SUNDAY, FEBRUARY 19th, 2023, 1PM

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

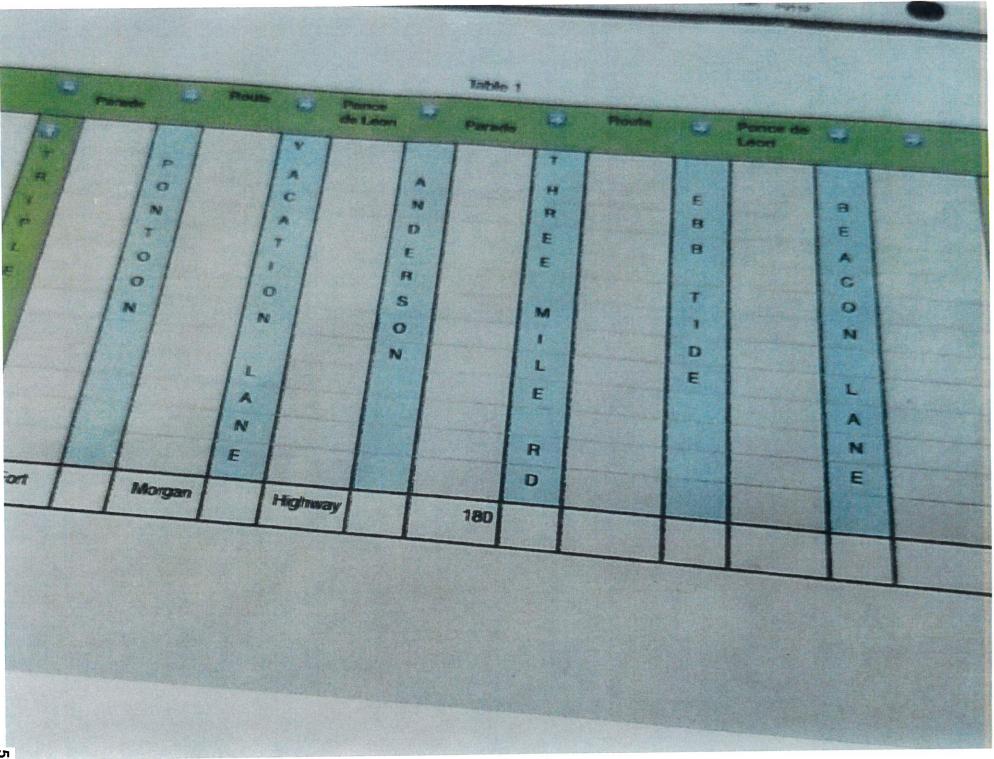
RE: Request for Road Closure

Dear Jeannie,

Sunday February 19th, 2023, Fort Morgan will conduct our 4th annual Mardi Gras Parade, beginning at 1pm. The parade route is 1.9 miles and will take about 1 1/2 hours. It will require closing Ponce de Leon for parade route and Triple Tail Lane (which will be closed for staging) and Bernard Ct East (which will be used for exiting). I will be contacting the Fort Morgan Volunteer Fire Department will assist in traffic control and safety for the duration of the parade and closure from noon to 2:30 pm.

Please respond to our request to parade organizer. Thank you! Sincerely,

Gayle Pierce
Parade Organizer
9025 Highway 180 West
Gulf Shores, AL 36542
251-423-4722
gpdecorpaint@gmail.com



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 Deputy

DATE:

December 19, 2022

SUBJECT:

Fort Morgan Mardi Gras Parade

February 19, 2023

2:30 pm @ Triple Tail Lane

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. Clint Cadenhead

Lt. Jed David

Lt. Matt Morrison

Lt. Matt Hunady

Mandi Scott

AL/BL



Baldwin County Commission

Agenda Action Form

File #: 23-0488, Version: 1 Item #: CA2

Meeting Type: BCC Regular Meeting

Meeting Date: 1/17/2023

Item Status: New

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

ITEM TITLE

Consideration for Rescheduling Baldwin County Commission February 22, 2023, Work Session Meeting and February 22, 2023, Regular Meeting

STAFF RECOMMENDATION

Adopt Resolution #2023-050 which approves the following:

- 1) The February 22, 2023, Work Session Meeting of the Baldwin County Commission is rescheduled to instead, be held and conducted on Friday, February 24, 2023, at 8:30 a.m., in the County Commission Meeting Chambers 2nd Floor in the Baldwin County Fairhope Satellite Courthouse as located at 1100 Fairhope Avenue, Fairhope, Alabama; and
- 2) The February 22, 2023, Regular Meeting of the Baldwin County Commission is rescheduled to instead, be held and conducted Friday, February 24, 2023, at 10:00 a.m., in the County Commission Meeting Chambers 2nd Floor in the Baldwin County Fairhope Satellite Courthouse as located at 1100 Fairhope Avenue, Fairhope, Alabama.

BACKGROUND INFORMATION

Background: Staff is proposing the February 22, 2023, Work Session and Regular Meetings be rescheduled due to scheduling conflicts.

Previous Commission action/date: N/A

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

N/A

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

. .

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: Time Sensitive - See below.

Individual(s) responsible for follow up: Administration

Create Public Notice/PDF
Upload Public Notice to Sitefinity
Post Notices at courthouses and county facilities
Update Legistar calendar/Insite online meetings calendar
Update Upload Log
Update 4BCC Outlook Calendar and resend invites
Upload fully executed Resolution to BCAP

Notify:

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

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

Additional instructions/notes: N/A

STATE OF ALABAMA)
COUNTY OF BALDWIN)

RESOLUTION #2023-050 OF THE BALDWIN COUNTY COMMISSION

RESCHEDULING BALDWIN COUNTY COMMISSION FEBRUARY 22, 2023, WORK SESSION MEETING AND FEBRUARY 22, 2023, REGULAR MEETING.

COMES NOW, the Baldwin County Commission desiring to reschedule the February 22, 2023, Work Session Meeting and the February 22, 2023, Regular Meeting as set forth herein below; now therefore

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

- 1) The February 22, 2023, Work Session Meeting of the Baldwin County Commission is rescheduled to instead, be held and conducted on Friday, February 24, 2023, at 8:30 a.m., in the County Commission Meeting Chambers -2^{nd} Floor in the Baldwin County Fairhope Satellite Courthouse as located at 1100 Fairhope Avenue, Fairhope, Alabama; and
- 2) The February 22, 2023, Regular Meeting of the Baldwin County Commission is rescheduled to instead, be held and conducted on Friday, February 24, 2023, at 10:00 a.m., in the County Commission Meeting Chambers 2nd Floor in the Baldwin County Fairhope Satellite Courthouse as located at 1100 Fairhope Avenue, Fairhope, Alabama.

DONE, under the Seal of Baldwin County, Alabama, as affixed on this the 17th day of January 2023.

of January 2023.	
	CHARLES F. GRUBER, Chairman
	Baldwin County Commission
ATTEST:	
DONALD L CDW	
RONALD J. CINK	
Budget Director/Interim County Administr	rator



Baldwin County Commission

Agenda Action Form

Meeting Type: BCC Regular Meeting

Meeting Date: 1/17/2023

Item Status: New

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

ITEM TITLE

Letter to Alabama Department of Economic and Community Affairs - Volunteer Fire Departments/Fire Departments/Search and Rescue Units

STAFF RECOMMENDATION

Authorize the Chairman to execute a letter to the Alabama Department of Economic and Community Affairs (ADECA) to make eligible the provision of surplus equipment from the State of Alabama to Baldwin County's volunteer fire departments, fire departments and search and rescue units for calendar year 2023.

BACKGROUND INFORMATION

Previous Commission action/date: December 7, 2021

Background: From time to time, a Baldwin County volunteer fire department will ask the Baldwin County Commission for a letter from the County to the Alabama Department of Economic and Community Affairs (ADECA) in order to make eligible the fire department to receive surplus equipment from the State of Alabama. Instead of writing one letter for each fire department as requests come in, staff is asking the County Commission to issue one letter to ADECA which will make eligible all Baldwin County fire departments and search and rescue units for the upcoming year.

On January 9, 2023, Mr. Ray Hogans, Commander with Lower Alabama Search and Rescue, contacted the County Administration staff and requested that the annual letter for calendar year 2023 to ADECA from the Baldwin County Commission be approved.

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, send letter to:

The Honorable Kenneth W. Boswell, Director Alabama Department of Economic and Community Affairs (ADECA) Post Office Box 5690 Montgomery, Alabama 36103-5690

CC:

Baldwin County Fire Chiefs' Association Chief Tony Lovell, President ral6003@yahoo.com

Lower Alabama Search and Rescue Ray Hogans, Commander boots1@gulftel.com

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

Additional instructions/notes: N/A

January 17, 2023

The Honorable Kenneth W. Boswell Director Alabama Department of Economic and Community Affairs (ADECA) Post Office Box 5690 Montgomery, Alabama 36103-5690

RE: Volunteer Fire Departments/Fire Departments/Search and Rescue Units in Baldwin County, Alabama

Dear Director Boswell:

Please consider this letter as notification by the Baldwin County Commission (BCC) to the Alabama Department of Economic and Community Affairs (ADECA) for ADECA to allow Baldwin County volunteer fire departments/fire departments and search and rescue units to be eligible the provision of surplus equipment from the State of Alabama. Please see below applicable Alabama laws (in this case, local state legislative acts applicable to Baldwin County) whereby certain tax proceeds are enjoyed by Baldwin County volunteer fire departments/fire departments and/or search and rescue units.

- 1) The 37 Baldwin County volunteer fire departments/fire departments, listed in **Exhibit A** hereto, receive portions of certain ad valorem tax proceeds pursuant to the authority found at Section 45-2-242 of the <u>Code of Alabama</u> (1975).
- 2) The 3 Baldwin County search and rescue units, listed in **Exhibit B** hereto, receive portions of certain tobacco tax proceeds pursuant to the authority found at Section 45-2-244.130 through Section 45-2-244.135 of the <u>Code of Alabama</u> (1975).

We are hopeful that the above information will allow any state surplus equipment to be utilized by Baldwin County volunteer fire departments/fire departments and search and rescue units as they, collectively, benefit the public safety of the citizens of Baldwin County.

The Honorable Kenneth W. Boswell January 17, 2023 Page 2 of 2

If you have any questions or need further assistance, please do not hesitate to contact me or Ronald J. Cink, Budget Director/Interim County Administrator, at (251) 937-0264.

Sincerely,

CHARLES F. GRUBER, Chairman Baldwin County Commission

JB/clc CA3

cc: Chief Tony Lovell, President, Baldwin County Fire Chiefs' Association (ral6003@yahoo.com)

Commander Ray Hogans, Lower Alabama Search and Rescue (boots1@gulftel.com)

ENCLOSURE(S)

EXHIBIT A

Volunteer Fire Departments (VFD)/Fire Departments (FD) [Public Fire/Rescue Service Support Entities]

- 1. Barnwell VFD
- 2. Bay Minette FD
- 3. Belforest VFD
- 4. Bon Secour VFD
- 5. Crossroads VFD
- 6. Daphne FD
- 7. Elberta VFD
- 8. Elsanor VFD
- 9. Fairhope VFD
- 10. Foley FD
- 11. Fort Morgan VFD
- 12. Gateswood VFD
- 13. Gulf Shores VFD
- 14. Josephine VFD
- 15. Lillian VFD
- 16. Little River VFD
- 17. Lottie VFD
- 18. Loxley VFD
- 19. Magnolia Springs VFD
- 20. Marlow/Fish River VFD
- 21. Orange Beach VFD
- 22. Oyster Bay VFD
- 23. Perdido VFD
- 24. Perdido Beach VFD
- 25. Pine Grove VFD
- 26. Rabun VFD
- 27. Robertsdale VFD
- 28. Rosinton VFD
- 29. Silverhill VFD
- 30. Seminole VFD
- 31. Spanish Fort VFD
- 32. Stapleton VFD
- 33. Stockton VFD
- 34. Summerdale VFD
- 35. Styx River VFD
- 36. Tensaw VFD
- 37. White House Fork VFD

EXHIBIT B

Search and Rescue Units [Public Search and Rescue Support Entities]

- 1. Lower Alabama Search and Rescue
- Daphne Search and Rescue
 North Baldwin Sheriff's Search and Rescue



Baldwin County Commission

Agenda Action Form

Meeting Type: BCC Regular Meeting

Meeting Date: 1/17/2023

Item Status: New

From: George Majors, Animal Shelter Manager

Submitted by: George Majors, Animal Shelter Manager

ITEM TITLE

Veterinary Service Agreements for the Baldwin County Animal Shelter

STAFF RECOMMENDATION

Approve and authorize the Chairman to execute the Professional Services Agreements between the Baldwin County Commission (Baldwin County Animal Shelter) and the following Veterinary Clinics for services outlined in the agreement for dogs and cats delivered to the Veterinarians' office by the county:

Happy Acres Veterinary Services

Bay Minette Animal Clinic

Baldwin Animal Clinic

Central Baldwin Veterinary Hospital

Dykes Veterinary Clinic

The Agreements shall commence on January 17, 2023, and continue for a period of two years (2) years expiring January 17, 2025, with an automatic renewal for one (1) year expiring January 17, 2026, unless terminated by either party by giving a sixty (60) day written notice of such termination.

These agreements hereby supersede and replace in their entirety the original agreements set to expire January 21, 2023.

BACKGROUND INFORMATION

Background: The current agreements are set to expire January 21, 2023. The new agreements have updated pricing.

Previous Commission action/date: <u>01/21/2020</u> - Approved the Veterinary Service Contracts with said contracts to supersede any other previously approved Veterinary Service Contracts for each entity. The contracts shall commence on January 21, 2020, and continue for a period of three (3) years, expiring January 21, 2023.

Item #: CB1 File #: 23-0417, Version: 1

FINANCIAL IMPACT

Total cost of recommendation: TBD

Budget line item(s) to be used: 10955410-5150

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

N/A

LEGAL IMPACT

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

Action required (list contact persons/addresses if documents are to be mailed or emailed): Administration staff will have Chairman sign the contracts and courier copies to George Majors,

Animal Shelter Manager. Shelter staff will ensure the veterinarian receives a copy of the executed agreements

Additional instructions/notes: Administration - upload agreements to Contracts

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made by and between the Baldwin County Commission, the governing body of Baldwin County, Alabama (the "County"), and Rebecca Lackie Dry ("Veterinarian").

For and in consideration of the premises and the mutual covenants set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. The effective date and term of this Agreement will begin on <u>January 17,2023</u>, and continue for a period of two (2) years. The Agreement shall automatically renew for one (1) additional year, unless terminated by either party by giving a sixty (60) day written notice of such termination.
- 2. Veterinarian shall provide services as outlined in this Agreement for dogs and cats delivered to Veterinarians' office by the County. County is under no obligation to provide any minimum number of animals to Veterinarian.
- 3. Veterinarian must notify and receive the approval of the County before performing any services outside those specifically requested by the County at the time the animal is delivered to the Veterinarian's office. If Veterinarian determines that an animal needs parvovirus testing, and the County authorizes the test, Veterinarian will not spay, neuter, vaccinate or treat for parvovirus any animal having positive test results, unless authorized to do so by a person adopting such animal, who will be solely responsible for the expense of parvovirus treatment. Absent such authorization, Veterinarian will contact the County to discuss the animal and appropriate action related to said animal.
- 4. Services will be scheduled with Veterinarian in advance. A list of services requested and prices to be charged for such services will be provided for each animal.
- 5. If an animal is to be adopted, the County will provide Veterinarian the name of the adopting person to whom Veterinarian is authorized to release the animal. Veterinarian will notify the County of any animals not picked up within 24 hours, and the County will recover those animals at the County's expense, subject to the provisions of Paragraph 3 of this Agreement.
 - 6. Veterinarian shall be paid for services rendered at the following rates:

Exam	\$20
Health Certificate	\$20
Dog Spay*	\$85
Cat Spay*	\$55
Dog Neuter*	\$60

Cat Neuter*	\$35
Euthanasia	\$20
Rabies vaccination	\$14
Fecal exam	\$7.50
Parvo test	\$35
Rabies prep	\$50
X-ray	\$35
Microchip implantation and registration	\$5
Additional fee - Cryptorchid	\$20
Additional fee - In-heat	\$10
Additional fee - Pregnant	\$20
Additional fee - Umbilical hernia repair	\$20
Additional fee – pediatric spay or neuter**	\$10
Boarding (pre-approved medical only)	\$10 per night
After-hours services***	varies

^{*}One (1) night of boarding is included in the cost of all spay and neuter procedures. County reserves the right request one (1) night of boarding when spay and neuter services are scheduled.

***If the Veterinarian chooses to be available for After-hours services, a telephone number
should be provided and/or any restrictions related to After-hours services listed on the lines
below:

The County agrees to pay the applicable charges set out above in the unlikely event of the death of an animal during or after surgery.

- 7. Veterinarian will provide the County itemized invoices for Veterinarian's services on a monthly basis. Invoices will be paid within thirty (30) days after receipt of the same. No interest will accrue on unpaid balances.
- 8. Veterinarian's services will be performed in a professional manner and in accordance with accepted practices and standards of veterinary medicine by veterinarians fully licensed to practice veterinary medicine in the State of Alabama. Veterinarian shall maintain liability insurance in an amount and form standard to the profession in the State of Alabama.

^{**}For purposes of this contract, pediatric is defined as an animal that is less than four (4) months old and/or under 5 pounds in weight.

Veterinarian shall at all times have the right to decline to spay or neuter an animal deemed by Veterinarian in the exercise of professional judgment to be ill, too young, or too small. The County will recover any such animals at the County's expense.

- 9. This Agreement may be terminated by either party for material breach immediately upon written notice to the other party, and this Agreement may also be terminated by either party with or without cause or for convenience upon sixty (60) days written notice.
 - 10. This Agreement shall not be assignable by Veterinarian.
- 11. Veterinarian acknowledges that it, he or she is an independent contractor, and Veterinarian shall at all times remain as such in performing the services under this Agreement. Veterinarian 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 Veterinarian 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 services hereunder, and that the County's interests herein are expressly limited to the results of said services. Veterinarian is not entitled to unemployment insurance benefits or any other benefits, and Veterinarian is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Agreement.
- 12. There are no third-party beneficiaries to this Agreement, and no third-party shall have any rights pursuant to this Agreement or cause of action against the County or Veterinarian arising out of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date or dates set out below.

BALDWIN COUNTY COMMISSION

	Commissioner Charles F. Gruber, Chairman
Attest:	

VETERINARIAN

Date: 1/03/22 Happy Acres Votering Clinic Name
Authorized Signature
Print Name/Title: Rebecca Luckie Ovn
Witness Signature
Print Name/Address/Phone Number: <u>Amanda Ward</u>
asi 264-9586
Logon Woon
Witness Signature Print Name/Address/Phone Number:
261-656-3102

PROFESSIONAL SERVICES AGREEMENT

For and in consideration of the premises and the mutual covenants set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. The effective date and term of this Agreement will begin on <u>January 17,2023</u>, and continue for a period of two (2) years. The Agreement shall automatically renew for one (1) additional year, unless terminated by either party by giving a sixty (60) day written notice of such termination.
- 2. Veterinarian shall provide services as outlined in this Agreement for dogs and cats delivered to Veterinarians' office by the County. County is under no obligation to provide any minimum number of animals to Veterinarian.
- 3. Veterinarian must notify and receive the approval of the County before performing any services outside those specifically requested by the County at the time the animal is delivered to the Veterinarian's office. If Veterinarian determines that an animal needs parvovirus testing, and the County authorizes the test, Veterinarian will not spay, neuter, vaccinate or treat for parvovirus any animal having positive test results, unless authorized to do so by a person adopting such animal, who will be solely responsible for the expense of parvovirus treatment. Absent such authorization, Veterinarian will contact the County to discuss the animal and appropriate action related to said animal.
- 4. Services will be scheduled with Veterinarian in advance. A list of services requested and prices to be charged for such services will be provided for each animal.
- 5. If an animal is to be adopted, the County will provide Veterinarian the name of the adopting person to whom Veterinarian is authorized to release the animal. Veterinarian will notify the County of any animals not picked up within 24 hours, and the County will recover those animals at the County's expense, subject to the provisions of Paragraph 3 of this Agreement.
 - 6. Veterinarian shall be paid for services rendered at the following rates:

Exam	\$20
Health Certificate	\$20
Dog Spay*	\$85
Cat Spay*	\$55
Dog Neuter*	\$60

Cat Neuter*	\$35
Euthanasia	\$20
Rabies vaccination	\$14
Fecal exam	\$7.50
Parvo test	\$35
Rabies prep	\$50
X-ray	\$35
Microchip implantation and registration	\$5
Additional fee - Cryptorchid	\$20
Additional fee - In-heat	\$10
Additional fee - Pregnant	\$20
Additional fee - Umbilical hernia repair	\$20
Additional fee – pediatric spay or neuter**	\$10
Boarding (pre-approved medical only)	\$10 per night
After-hours services***	varies

^{*}One (1) night of boarding is included in the cost of all spay and neuter procedures. County reserves the right request one (1) night of boarding when spay and neuter services are scheduled.

251-937-7540

The County agrees to pay the applicable charges set out above in the unlikely event of the death of an animal during or after surgery.

- 7. Veterinarian will provide the County itemized invoices for Veterinarian's services on a monthly basis. Invoices will be paid within thirty (30) days after receipt of the same. No interest will accrue on unpaid balances.
- 8. Veterinarian's services will be performed in a professional manner and in accordance with accepted practices and standards of veterinary medicine by veterinarians fully licensed to practice veterinary medicine in the State of Alabama. Veterinarian shall maintain liability insurance in an amount and form standard to the profession in the State of Alabama.

^{**}For purposes of this contract, pediatric is defined as an animal that is less than four (4) months old and/or under 5 pounds in weight.

^{***}If the Veterinarian chooses to be available for After-hours services, a telephone number should be provided and/or any restrictions related to After-hours services listed on the lines below:

Veterinarian shall at all times have the right to decline to spay or neuter an animal deemed by Veterinarian in the exercise of professional judgment to be ill, too young, or too small. The County will recover any such animals at the County's expense.

- 9. This Agreement may be terminated by either party for material breach immediately upon written notice to the other party, and this Agreement may also be terminated by either party with or without cause or for convenience upon sixty (60) days written notice.
 - 10. This Agreement shall not be assignable by Veterinarian.
- 11. Veterinarian acknowledges that it, he or she is an independent contractor, and Veterinarian shall at all times remain as such in performing the services under this Agreement. Veterinarian 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 Veterinarian 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 services hereunder, and that the County's interests herein are expressly limited to the results of said services. Veterinarian is not entitled to unemployment insurance benefits or any other benefits, and Veterinarian is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Agreement.
- 12. There are no third-party beneficiaries to this Agreement, and no third-party shall have any rights pursuant to this Agreement or cause of action against the County or Veterinarian arising out of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date or dates set out below.

BALDWIN COUNTY COMMISSION

	Commissioner Charles F. Gruber, Chairman
Attest:	

VETERINARIAN

Date: 12-14-22	Clinic Name
	Huged I
	Authorized Ciamature
	Print Name/Title: Hyan Palmer
	Print Name/Title: Hygh Palmer Veterinarian/owner
April Hadlu Witness Signature Print Name/Address/Phone Num Bay Minettl, A	
Cymplian M	Will
Print Name/Address/Phone Num	iber: Cembria McDill 1900 Hand Ave
Bay Minettle	nber: Cembria McDill 1900 fland Ave 192 36587 257-937-7540

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made by and between the Baldwin County Commission, the governing body of Baldwin County, Alabama (the "County"), and <u>Faldwin Animal Clinic</u> ("Veterinarian").

For and in consideration of the premises and the mutual covenants set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. The effective date and term of this Agreement will begin on <u>January 17,2023</u>, and continue for a period of two (2) years. The Agreement shall automatically renew for one (1) additional year, unless terminated by either party by giving a sixty (60) day written notice of such termination.
- 2. Veterinarian shall provide services as outlined in this Agreement for dogs and cats delivered to Veterinarians' office by the County. County is under no obligation to provide any minimum number of animals to Veterinarian.
- 3. Veterinarian must notify and receive the approval of the County before performing any services outside those specifically requested by the County at the time the animal is delivered to the Veterinarian's office. If Veterinarian determines that an animal needs parvovirus testing, and the County authorizes the test, Veterinarian will not spay, neuter, vaccinate or treat for parvovirus any animal having positive test results, unless authorized to do so by a person adopting such animal, who will be solely responsible for the expense of parvovirus treatment. Absent such authorization, Veterinarian will contact the County to discuss the animal and appropriate action related to said animal.
- 4. Services will be scheduled with Veterinarian in advance. A list of services requested and prices to be charged for such services will be provided for each animal.
- 5. If an animal is to be adopted, the County will provide Veterinarian the name of the adopting person to whom Veterinarian is authorized to release the animal. Veterinarian will notify the County of any animals not picked up within 24 hours, and the County will recover those animals at the County's expense, subject to the provisions of Paragraph 3 of this Agreement.
 - 6. Veterinarian shall be paid for services rendered at the following rates:

Exam				\$20
Health Certificate			•	\$20
Dog Spay*				\$85
Cat Spay*				\$55
Dog Neuter*		•		\$60

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Additional fee - Umbilical hernia repair	\$20
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Boarding (pre-approved medical only)	\$10 per night
After-hours services***	varies

^{*}One (1) night of boarding is included in the cost of all spay and neuter procedures. County reserves the right request one (1) night of boarding when spay and neuter services are scheduled.

Our normal cost for emergencies

The County agrees to pay the applicable charges set out above in the unlikely event of the death of an animal during or after surgery.

- 7. Veterinarian will provide the County itemized invoices for Veterinarian's services on a monthly basis. Invoices will be paid within thirty (30) days after receipt of the same. No interest will accrue on unpaid balances.
- 8. Veterinarian's services will be performed in a professional manner and in accordance with accepted practices and standards of veterinary medicine by veterinarians fully licensed to practice veterinary medicine in the State of Alabama. Veterinarian shall maintain liability insurance in an amount and form standard to the profession in the State of Alabama.

^{**}For purposes of this contract, pediatric is defined as an animal that is less than four (4) months old and/or under 5 pounds in weight.

^{***}If the Veterinarian chooses to be available for After-hours services, a telephone number should be provided and/or any restrictions related to After-hours services listed on the lines below:

VETERINARIAN Baldwin Animal Clinic Clinic Name **Authorized Signature** Print Name/Title: Tim Stewart owner Print Name/Address/Phone Number: AYIEL Cophatul Practice manager 1 Davis Rd Summercale, AL 36580 251-989-6213 Witness Signatu Print Name/Address/Phone Number: LYNN bavis
Inventory Manager

Rd Summerdale, AL 36580 251-989-6213

PROFESSIONAL SERVICES AGREEMENT

THIS	AGREEMENT ody of Baldwin	is mad	le by	and	between	the	Baldwin	County	Commission	, the	
governing bo	ody of Baldwin	County	, Alaba	ıma (the "Cour	nty"),	and <u>C</u>	intral	Bx (dion	~ Vest	Hosp
("Veterinaria	ın").							San ~ 6	27. Cary	elles to	Clan
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IN WITNESS WHEREOF, the parties have executed this Agreement on the date or dates set out below.

BALDWIN COUNTY COMMISSION

	Commissioner Charles F. Gruber, Chairman
ttest:	

VETERINARIAN Date: 162022 **Authorized Signature** Print Name/Title: Manging DVM Print Name/Address/Phone Number Holly Buffkin Print Name/Address/Phone Number: Christina Little 23355 Act Dr. Robertsdale, AL 36567 251-947-7387

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made by and between the Baldwin County Commission, the governing body of Baldwin County, Alabama (the "County"), and Dykes Veterinarian").

For and in consideration of the premises and the mutual covenants set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

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IN WITNESS WHEREOF, the parties have executed this Agreement on the date or dates set out below.

BALDWIN COUNTY COMMISSION

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ate:		
	Commissioner Charles F. Gruber, Chairman	
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ttest:		
Conald I Cink Budget Dire	ector/Interim County Administrator	

VETERINARIAN	
Date: 1/5/23	Dykes Veterinary Clinic Clinic Name
	Authorized Signature
	Print Name/Title: David Pyles DVM
Jall X H	
Witness Signature	
Print Name/Address/Phone Number	: Sarah T Cluster
512 West Laur	al Aul Faley Ac 30535 1-943-3211
25	1-943-3211
Witness Signature	
Print Name/Address/Phone Number	Giovanna Vazquez
512 West Laurel F	We, Foley, AL 36535
(7E) QU2 - 2211	J



Baldwin County Commission

Agenda Action Form

Meeting Type: BCC Regular Meeting

Meeting Date: 1/17/2023

Item Status: New

From: Felisha Anderson, Director of Archives and History

Submitted by: Felisha Anderson, Director of Archives and History

ITEM TITLE

OnCell Systems, Inc. - Agreement for Professional Services for the Baldwin County Historic Tours App

STAFF RECOMMENDATION

Approve the Agreement for Professional Services between the Baldwin County Commission (Baldwin County Archives Department) and OnCell Systems, Inc. for OnCell Yearly Subscription - Local & Specialty Plan which allows use of STQRY website service to create tours and apps at a cost of \$1,188.00 annually.

This agreement supersedes the agreement dated February 18, 2021, and shall commence on February 17, 2023, and shall terminate upon the expiration of twelve (12) months, on February 17, 2024, with an option to renew (not exceeding thirty-six (36) months).

BACKGROUND INFORMATION

Background: OnCell connects people, places stories and is the leading digital story telling platform for cultural destinations and other visitor attractions. Since its inception in 2006, the OnCell team has worked on thousands of projects both in the U.S. and internationally. The Tour Guide App delivers location-aware information that visitors want in an intuitive and user-friendly format. OnCell has an App Builder Platform that offers a cost-effective product that allows clients their own IPhone and Android apps for audio tours of city/museums/festival guides through an easy-to-use web interface. The App features include custom branding, stop images, audio, GPS or custom image maps, website, and video links and more.

The Archives and History Department is pleased to be able to assist in these endeavors. It is staff's mission to tell the story of Baldwin County through its people and places.

Previous Commission action/date:

<u>08/03/2021</u>: Approved the renewal of the Agreement for Professional Services between the Baldwin County Commission and OnCell Systems, Inc. for the development of the Baldwin County Historic Tours App. The renewal of the agreement was retroactive to February 18, 2021 and continues for two

Item #: CC1 File #: 23-0400, Version: 1

(2) twelve-month periods (24 months total) and terminates on February 18, 2023.

02/18/2020: Approved the Agreement for Professional Services with OnCell Systems, Inc. for the app development for the Baldwin County Historic Tours App for Baldwin County. The terms of the agreement were February 17, 2020, to February 18, 2021 (12 months) with an option to renew (not exceeding thirty-six (36) months). On September 20, 2019, the Commission approved the Fiscal Year 2020 Budget (Resolution #2019-144) approving \$10,000.00 for the Historic Tours App.

FINANCIAL IMPACT

Total cost of recommendation: \$1,188.00 annually

Budget line item(s) to be used: 51906-5150

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

LEGAL IMPACT

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

Reviewed/approved by: Brad Hicks on January 5, 2023 fa

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration

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

Mr. Kyle Pierce, Sales Manager OnCell Systems, Inc. 1160D. Pittsford-Victor Road Pittsford, New York 14534

File #: 23-0400, Version: 1 Item #: CC1

Cc: Felisha Anderson Ronald J. Cink Katrina Taylor Cian Harrison Wanda Gautney

Additional instructions/notes: Administration - add to tickler

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Professional Services ("Agreement") is made and entered into by and between the Baldwin County Commission, the honorable county governing body of Baldwin County, Alabama (hereinafter collectively referred to as "COMMISSION"), and OnCell Systems, Inc. (hereinafter referred to as "PROVIDER").

WITNESSETH:

WHEREAS, the COMMISSION remains committed to public access, and providing information to the public; and

WHEREAS, the COMMISSION continues to cause the production of various documentaries; and

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

- **I.** <u>Definitions</u>. The following terms shall have the following meanings:
 - A. COMMISSION: The Baldwin County Commission, the honorable county governing body of Baldwin County, Alabama
 - B. PROVIDER: OnCell Systems, Inc.
- II. Obligations Generally. The COMMISSION hereby retains, and the PROVIDER agrees to perform for the COMMISSION, those professional services as hereinafter set forth and attached. This document shall serve as the binding agreement for the services of PROVIDER. PROVIDER shall immediately commence performance of the professional services outlined herein upon full execution of this Agreement. All work shall be commenced and completed in a timely manner as, herein set out.
- III. Recitals Included. The above recitals and statements are incorporated as part of this Agreement and shall have the effect and enforceability as all other provisions herein.
- IV. <u>Professional Qualifications</u>. For the purpose of this Agreement, the PROVIDER represents and warrants to the COMMISSION that it possesses the professional, technical, and administrative personnel with the specific experience and training necessary to provide the professional services required herein.

- V. <u>No Prohibited Exclusive Franchise</u>. The COMMISSION neither perceives nor intends by this Agreement 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.
- 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 Agreement. PROVIDER is not an employee, servant, partner, or agent of the COMMISSION and has no authority, whether express or implied, to contract for or bind the COMMISSION in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate, in providing the services hereunder, and that the COMMISSION'S interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Agreement.
- IX. No Agency Created. It is neither the express nor the implied intent of PROVIDER or COMMISSION to create an agency relationship pursuant to this Agreement. Therefore, the PROVIDER does not in any manner act on behalf of COMMISSION, and the creation of such a relationship is prohibited and void.
- X. <u>Unenforceable Provisions</u>. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- **XI.** Entire Agreement. This Agreement represents the entire and

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

- XII. Failure to Strictly Enforce Performance. The failure of the COMMISSION to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Agreement shall not constitute and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COMMISSION to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
 - XIII. <u>Assignment</u>. This Agreement or any interest herein shall not be assigned, transferred or otherwise encumbered by PROVIDER without the prior written consent of the COMMISSION, which may be withheld or granted in the sole discretion of the COMMISSION.
 - XIV. Ownership of Documents/Work. The COMMISSION shall be the owner of all copyright or other intellectual property rights in videos, compact discs, DVDs, reports, documents and deliverables produced and paid for under this Agreement, and to the extent permitted by Alabama law, any such material may be reproduced and reused at the discretion of the COMMISSION without payment of further consideration. PROVIDER shall not transfer, disclose, or otherwise use such information for any purpose other than in performance of the services hereunder, without the COMMISSION'S prior written consent, which may be withheld or granted in the sole discretion of the COMMISSION.
 - **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: OnCell Systems, Inc.

1160D Pittsford-Victor Road Pittsford, New York 14532

COMMISSION: Baldwin County Commission

c/o Chairman

312 Courthouse Square, Suite 12 Bay Minette, Alabama 36507

- XVI. Services to be Rendered. PROVIDER is retained by the COMMISSION as a professionally-qualified producer of documentaries, upon request by the Commission. The general scope of work for the services will encompass:
 - A. OnCell Yearly Subscription Local & Specialty Plan,

all as more fully set out at "Exhibit A" hereto, which Exhibit is expressly incorporated herein.

B. Insurance Documents "Exhibit B"

- 1. The Baldwin County Commission will be billed at a price of \$1,188.00 by invoice, for the following services:
 - a. OnCell Yearly Subscription Local & Specialty Plan
- **C.** PROVIDER will provide ongoing communications with the COMMISSION regarding this service, including updates, emails etc. as requested. Additionally, PROVIDER will meet with COMMISSION as needed or requested.
- **D.** PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Agreement.
- **E.** PROVIDER represents and warrants that its services shall be performed within the limits and standards provided by the COMMISSION, in a manner consistent with the level of care and skill ordinarily exercised by similar providers under similar circumstances at the time the services are performed, and more particularly in a manner consistent with the level of care and skill which PROVIDER has exercised in the provision of these services heretofore.

XVII. General Responsibilities of the COMMISSION.

A. The COMMISSION shall provide reasonable notice to PROVIDER whenever the COMMISSION 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 COMMISSION shall pay to PROVIDER the compensation subject to the terms set out below.
- **XVIII.** <u>Termination of Services</u>. The COMMISSION or PROVIDER may terminate this Agreement, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, PROVIDER shall discontinue its work to the extent specified in the notice.

In the event of termination, the COMMISSION shall pay PROVIDER for all services satisfactorily rendered, and for any expenses deemed by COMMISSION to be a reimbursable expense incurred pursuant to this Agreement 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 Agreement. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Agreement, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COMMISSION.
- XX. <u>Compensation.</u> Compensation to PROVIDER for work shall be paid pursuant to the terms, prices and amounts set out in Section XVI of this Agreement. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services.
- **XXI.** Method of Payment. PROVIDER shall submit invoices to the COMMISSION for payment for work performed. Such invoice shall be accompanied by a detailed account of compensation to be paid PROVIDER.

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

- **XXII.** Effective and Termination Dates. This Agreement shall be effective and commence on February 17, 2023, and the same shall terminate upon the expiration of twelve (12) months, on February 17, 2024, with an option to renew (not exceeding thirty-six (36) months. This Agreement may also be terminated by a written notification thereof received by either party pursuant to Section XVIII herein related to termination of services. 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>. To the fullest extent allowed by law, PROVIDER shall indemnify, defend and hold COMMISSION and its Commissioners, affiliates, employees, agents, representatives, contractors, subcontractors, licensees and invitees (collectively herein, "COMMISSION") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments and costs,

and expenses including, without limitation, attorneys' fees, for any and all personal injury (including death), property damage or any other damage or injury of any kind or nature whatsoever, incurred by, asserted against, or imposed upon COMMISSION, arising from or related to this Agreement or the services to be provided hereunder.

- **XXV.** <u>Number of Originals</u>. This Agreement shall be executed with two (2) originals, both of which are equally valid as an original.
- **XXVI.** Governing Law. This Agreement and all aspects thereof, including without limitation any and all claims or actions arising therefrom or based thereon, shall be governed by the law of the State of Alabama, without regard to Alabama conflict of law principles, and any action between the parties hereto shall be brought solely in the Circuit Court of Baldwin County, Alabama.
- **XXVII.** Insurance. Prior to performing services pursuant to this Agreement, Provider shall carry, with insurers satisfactory to the County Commission, throughout the term of hereof, 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; All liability insurance shall name the County Commission as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least a thirty (30) day notice to County in the event of cancellation, termination or any change in such insurance policies. The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against the 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, Commission may, at its option, suspend this Agreement until insurance is obtained, terminate this Agreement immediately without further action, or hold Provider in material default and pursue any and all remedies available. Said Certificate of Insurance evidencing said coverage is attached hereto as "Exhibit B" as if fully set forth.

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

BALDWIN COUNTY COMMISSION "COMMISSION"	ATTEST:	
Charles F. Gruber /Date	Ronald J. Cink Budget Director	/Date

STATE OF ALABAMA) COUNTY OF BALDWIN)			
I,	ounty Adm foregoing ng informe	ninistrator of the Bald- instrument and who a ed of the contents of the	win County re known to me, ne instrument, they
GIVEN under my hand and seal on th	nis the	day of	, 2023.
		Public Pusion Expires:	
OnCell Systems, Inc. "PROVIDER"			
/Date			
STATE OF ALABAMA) COUNTY OF BALDWIN)			
I,, a N hereby certify that OnCell Systems, Inc. as Inc., whose name is signed to the foregoing in before me on this day that being informed of t and with full authority, executed the same vol	nstrument the conten	and who is known to a	OnCell Systems, me, acknowledged ie, as such officer
GIVEN under my hand and seal on th	nis the	day of	, 2023.
	•	Public Pusion Expires:	



PO Box 10728

Rochester, New York, 14610 USA

Phone: +1 (585) 419-9844 ♦ E-Mail: info@stqry.com

Service Agreement for – Baldwin County

Prepared for: Felisha Anderson

Primary Subscription: Local and Specialty

Pricing

• Setup Fee: \$0, renewal

• Subscription Fee: \$1,188 annually

Timing

Today: November 28, 2022

Proposal Expires: January 31, 2023

Terms and Conditions:

- STQRY will allocate network & team resources when this signed document is returned by email.
- Setup Charges are billed when this signed document is returned. Credit Card Payments accepted.
- Business/Organization Developer Account required for all Native Apps.
- App-Seller program required if any in-app purchases or access codes are being used and access to the developer accounts is also required.
- QuickStart and Custom Design include 2 mock-ups changes to the initial version.
- Cancellation: Either party may cancel services with 30 days written notice.
- Confidentiality: Both parties agree to keep the contents of this document and supporting discussions confidential.
- Late payments are subject to 1% late fees.
- Subscription will start either when the app is submitted for publication, or 12 months after initial setup invoice.
- Our standard Terms and Conditions are available on our website https://stgry.com/terms-conditions/



I agree to the Service Agreement on behalf of the Baldwin County

Signature		Date	
Name			
Position		-	
Please confirm your a tdunne@stqry.com.	acceptance of this proposal by re	eturning signed by em	nail to kpierce@stqry.com and
Signed on behalf of	f STQRY by		
Signature	_	Date	
Name		-	
Position			

ONCESYS-01



CERTIFICATE OF LIABILITY INSURANCE

AKEEFE

DATE (MM/DD/YYYY) 1/11/2023

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

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

If tł	SUBROGATION IS WAIVED, subject his certificate does not confer rights to	o the	certi	terms and conditions of ificate holder in lieu of su	ch enc	lorsement(s)	oolicies may	require an endorsemen	it. As	tatement on
PRODUCER Satellite Insurance Agency of NY			CONTACT NAME: PHONE (A/C, No, Ext): (585) 473-8000 FAX (A/C, No): (585) 340-1714							
PO	Box 40420				(A/C, No	_{o, Ext):} (585) 4	73-8000		(585)	340-1714
Roc	hester, NY 14604				ADDRE	_{ss:} receptio	n@paris-kii	rwan.com		
							• •	RDING COVERAGE		NAIC #
					INSURE	RA: ACE Pr	operty & C	asualty Insurance Co		_
INSU	JRED				INSURE	RB:				
	Oncell Systems Inc. DBA ST	QRY	,		INSURE	R C :				
	165 Taylor Road Honeoye Falls, NY 14472				INSURER D:					
	11011009014113,111114172				INSURE	RE:				
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	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG	\$	4,000,000
	OTHER:							PRODUCTS - COMP/OP AGG	\$	
Α	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT	\$	2,000,000
	ANY AUTO	х				2/20/2022	2/20/2023	(Ea accident) BODILY INJURY (Per person)	\$	
	OWNED SCHEDULED AUTOS ONLY AUTOS	^				212012022 212		BODILY INJURY (Per accident)		
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	
	AUTOS ONLY AUTOS ONLY							(Per accident)	\$	
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$	
	DED RETENTION \$							AGGREGATE	\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							PER OTH- STATUTE ER	3	
	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE							E.L. EACH ACCIDENT	\$	
	OFFICER/MEMBER EXCLUDED?	N/A						E.L. DISEASE - EA EMPLOYEE		
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT		
	DESCRIPTION OF OF ENAMIONS BEIOW							E.E. DIOLAGE - I GLIGIT LIMIT	Ψ	
DES Cert	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC ificate holder is included as an addition	LES (A	ACORD sured	0 101, Additional Remarks Schedu I on the General Liability a	le, may b nd Auto	e attached if mor o policy, only	e space is requi if required b	red) y written contract.		
					0.000	NELL A ELON				
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	Baldwin County Commission 312 Courthouse Square, Sui		<u>!</u>			rized represei				

ACORD 25 (2016/03)

Bay Minette, AL 36507



Baldwin County Commission

Agenda Action Form

File #: 23-0515, Version: 1 Item #: CE1

Meeting Type: BCC Regular Meeting

Meeting Date: 1/17/2023

Item Status: New

From: Wanda Gautney, Purchasing Director

Submitted by: Susan Kilby-Aaron, Assistant Purchasing Director

ITEM TITLE

Competitive Bid #WG23-05A - Provision of Instant Pre-cooked Meals for the Baldwin County Commission

STAFF RECOMMENDATION

Take the following actions:

- 1) Authorize the Purchasing Director to re-bid the Provision of Instant Pre-cooked Meals; 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: Bids were due to be opened in the Purchasing Conference Room on January 5, 2023, at 2:00 P.M. No bids were received. Staff recommendation is to authorize the Purchasing Director to re-bid for the Provision of Instant Pre-cooked Meals.

Previous Commission action/date:

11/16/2022: Approved the specifications and authorized the Purchasing Director to place a competitive bid for the Provision of Instant Pre-cooked Meals; and further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

12/07/2022: Bids were due to be opened on December 7, 2022, at 1:30 P.M. in the Purchasing Conference Room. No bids were received. Recommendation is to authorize the Purchasing Director to re-bid the Provision of Instant Pre-cooked Meals.

12/20/2022: Authorized the Purchasing Director to re-bid the Provision of Instant Pre-cooked Meals; and further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is

Item #: CE1 File #: 23-0515, Version: 1

advertised.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

N/A

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? 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: 01/17/2023

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 #WG23-05B SPECIFICATIONS

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

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

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

It is the intent of the Commission to award to one (1) bidder. The award shall be for twelve (12) calendar months. Prices shall be firm for the bid period effective the date of award.

BID RESPONSE FORM

Each supplier should use the Response Form provided for their bid. Exceptions are to be attached to the back of the Response Form.

DELIVERY

Deliveries to Baldwin County during an Emergency shall be 50% of order delivered within 72 hours, with 100% of order delivered within 120 hours of scheduling delivery. Delivery location will be to the Baldwin County Emergency Management Agency, 23100 McAuliffe Drive, Robertsdale, AL, 36567.

All other orders must be delivered to the "Ship To" address shown on the Purchase Order within five (5) days of vendor's receipt of order.

The Vendor must maintain an inventory sufficient to make shipment on all orders within the timeframe stated in this ITB solicitation.

MEAL SPECIFICATIONS

The meals must be individually packed, one meal per container.

Storage of the meal will not require any type of refrigeration; meals shall be stored at room temperature.

Multiple varieties of entrees

Minimum 3/4 pound of food per meal

Minimum shelf life of 2 years or longer. Best by date stamped on the outside of each meal container.

Maximum cooking time shall be 15 minutes. Each meal shall have its own self-contained heat source. Heat source shall be flameless with no special instructions for disposal of heat source. Container and heat source shall be disposable into a normal trash receptacle.

Plastic cutlery set shall be provided within each meal.

Nutritional values for each meal must be provided at bid.

BID #WG23-05B RESPONSE FORM Provision of Instant Pre-Cooked Meals Page 1 of 2

Date:						
Out of State Yes	or No	If yes,Regis	tration Numb	oer		
Company Name: _						
Address:						
Company Rep	(Rep. N	Name Typed or P	rinted)			
Position:						
Email address:						
Phone:						
Fax:						
Financing through	another agen	cy beside yours	elf or Yes	No		
If yes, must attach	a copy of the	financing agree	ment and all	conditions	s to this re	esponse form.
Financing Agency	Authorized S	Signature				

BID #WG23-05B RESPONSE FORM Provision of Instant Pre-Cooked Meals Page 2 of 2

Entree Variety #1:	Cost Per meal: \$
Entree Variety #2:	Cost Per meal: \$
Entree Variety #3:	Cost Per meal: \$
Entree Variety #4:	Cost Per meal: \$
Entree Variety #5:	Cost Per meal: \$
Entree Variety #6:	Cost Per meal: \$
Entree Variety #7:	Cost Per meal: \$
Entree Variety #8:	Cost Per meal: \$
Entree Variety #9:	Cost Per meal: \$
Entree Variety #10:	Cost Per meal: \$

Brochures showing the Meals offered shall be attached to this Response Form along with Nutritional value charts.



Baldwin County Commission

Agenda Action Form

File #: 23-0529, Version: 1 Item #: CE2

Meeting Type: BCC Regular Meeting

Meeting Date: 1/17/2023

Item Status: New

From: Wanda Gautney, Purchasing Director / Chief Deputy Anthony Lowery / Sergeant Troy Bookout

Submitted by: Susan Kilby-Aaron, Assistant Purchasing Director

ITEM TITLE

Competitive Bid #WG23-07 - Provision of Police Vehicle Equipment (Brake Rotors/Pads) for the **Baldwin County Commission**

STAFF RECOMMENDATION

Award the bid for the Provision of Police Vehicle Equipment (Brake Rotors/Pads) to the lowest responsible bidder, who met all the specifications. TPH Holdings, LLC d/b/a The Parts House, per the Award Listing.

BACKGROUND INFORMATION

Previous Commission action/date:

12/05/2022 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the Provision of Police Vehicle Equipment (Brake Rotors/Pads); and 2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

Background: Bids were opened in the Purchasing Conference Room on December 21, 2022, at 11:00 A.M. Four (4) bids were received. The bidders, A&A Auto Parts Store, Inc. and Vehicle Maintenance Program are out-of-state vendors not registered to do business in Alabama as required by Alabama Code Section 10A-1-7.01. The next lowest bid was received from O'Reilly Automotive Stores, Inc. d/b/a O'Reilly Auto Parts. O'Reilly's brake rotors and pads that they bid are not Police Pursuit Vehicle (PPV) rated equipment as required in the bid specifications. The lowest responsible bidder that met all the specifications was received from TPH Holdings, LLC d/b/a The Parts House as per the Award Listing. Bid Tabulation attached for review.

FINANCIAL IMPACT

Total cost of recommendation: Variable

Budget line item(s) to be used: 10052100 & 10052200

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

File #: 23-0529, Version: 1 Item #: CE2

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: 02/07/2023

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 Bidders

Additional instructions/notes: N/A

COMPETITIVE BID #WG23-07 - Award Listing
Provision of Police Vehicle Equipment (Brake Rotors/Pads)
Effective: 1/17/2023 through 1/17/2024

FIGNISION	OI FUILLE	venicle	Lquipine
Effective.	1/17/201	22 through	1/17/2024

Effective: 1/17/2023 through 1/17/2024 BIDDER: TPH Holdings, LLC, d/b/a The Parts House		
2021 thru 2023 Chevrolet Tahoe PPV Front Rotors: Factory OEM Equipment or equivalent to PPV package Model: AC Delco OEM #84879622	Amount Bid:	\$175.4
Front Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent Model: AC-Delco Enchanced Performance #17D2407MPV	Amount Bid:	\$107.0
Rear Rotors: Factory OEM Equipment or equivalent to PPV package Model: AC-Delco OEM #84582015	Amount Bid:	\$43.6
Rear Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent Model: AC-Delco Enchanced Performance #17D2174AMHPV	Amount Bid:	\$108.2
2015 - 2020 Chevrolet Police Tahoe PPV Front Rotors: Factory OEM Equipment or equivalent to PPV package Model: AC Delco Enhanced Performance #18A2661	Amount Bid:	\$87.0
Front Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent Model: AC Delco Enhanced Performance #17D1367MHPVF1	Amount Bid:	\$72.0
Rear Rotors: Factory OEM Equipment or equivalent to PPV package Model: AC Delco Enhanced Performance #18A2332PV	Amount Bid:	\$89.3
Rear Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent Model: AC Delco Enhanced Performance #17D1707MHPV	Amount Bid:	\$39.2
2012-2014 Chevrolet Police Tahoe PPV Front Rotors: Factory OEM Equipment or equivalent to PPV package Model: AC Delco #18A2661	Amount Bid:	\$87.0
Front Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent Model: AC Delco #1701367MHPVF1	Amount Bid:	
Rear Rotors: Factory OEM Equipment or equivalent to PPV package Model: AC Delco 18A2332PV	Amount Bid:	\$89.
Rear Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent Model: AC Delco 17D1194MHPVF1	Amount Bid:	\$62.
2016 - 2020 Ford F150 Police Responder Front Rotors: Factory OEM Equipment or equivalent to PPV package		**
Model: Motorcraft OE - BRRF474 Front Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent	Amount Bid:	\$97.4
Model: Motorcraft OE - BRF1905 Rear Rotors: Factory OEM Equipment or equivalent to PPV package	Amount Bid:	\$82.7
Model: Motorcraft OE - BRR446 Rear Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent	Amount Bid:	\$62.
Model: Motorcraft OE - BRF1975 2021 - 2023 Ford F150 Police Responder	Amount Bid:	\$79.
Front Rotors: Factory OEM Equipment or equivalent to PPV package Model: Motorcraft OE - BRRF479	Amount Bid:	\$101.7
Front Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent Model: Ford OE Only - ML3Z-2001-C Not Available from Motorcraft OE at this time	Amount Bid:	\$162.5
Rear Rotors: Factory OEM Equipment or equivalent to PPV package Model: Motorcraft OE - BRRF432	Amount Bid:	\$92.
Rear Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent Model: Ford OE Only - ML3Z-2200-C	Amount Bid:	\$150.
Not Available from Motorcraft OE at this time 2020 - 2023 Ford Explorer PPV		
Front Rotors: Factory OEM Equipment or equivalent to PPV package Model: Motorcraft OE - BRRF406	Amount Bid:	\$64.0
Front Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent Model: Motorcraft OE - BRF1922	Amount Bid:	\$78.2
Rear Rotors: Factory OEM Equipment or equivalent to PPV package Model: Motorcraft OE - BRRF403	Amount Bid:	\$65.
Rear Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent Model: Motorcraft OE - BRF1903	Amount Bid:	\$61.
2017 - 2019 Ford Explorer PPV Front Rotors: Factory OEM Equipment or equivalent to PPV package Model: AC Delco #18A82142PV	Amount Bid:	\$117.1
Front Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent Model: AC Delco #17D1611AMHPVF1	Amount Bid:	
Rear Rotors: Factory OEM Equipment or equivalent to PPV package Model: AC Delco #18A2947PV	Amount Bid:	\$78.
Rear Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent Model: AC Delco #1701612MHPVF1	Amount Bid:	
2016 Ford Explorer PPV Front Rotors: Factory OEM Equipment or equivalent to PPV package	Amount Siu.	700
Model: AC Delco #18A2946PV Front Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent	Amount Bid:	\$91.8
Model: AC Delco #17D1611AMHPVF1 Rear Rotors: Factory OEM Equipment or equivalent to PPV package	Amount Bid:	\$72.:
Model: AC Delco #18A2947PV Rear Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent	Amount Bid:	\$78.
Model: AC Delco #17D1612MHPVF1 2021 - 2023 Chevy Silverado LT 4x4	Amount Bid:	\$60.
Front Rotors: Factory OEM Equipment or equivalent to PPV package Model: AC Delco OEM #13553983	Amount Bid:	\$82.
Front Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent Model: AC Delco #17D2173CH	Amount Bid:	\$52.
Rear Rotors: Factory OEM Equipment or equivalent to PPV package Model: AC Delco OEM #13542117	Amount Bid:	\$102
Rear Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent Model: AC Delco #17D2174CH	Amount Bid:	\$45
2020 - 2023 Ford Transit Van (250-350 Series) PTV Front Rotors: Factory OEM Equipment or equivalent to PPV package Motorcraft OE BRRF458	Amount Bid:	\$96.
Front Pads: Wagner Severe Duty for PTV Vehicles or equivalent Model: Motorcraft OE BRF1896 High Perf.	Amount Bid:	\$57.
Rear Rotors: Factory OEM Equipment or equivalent to PTV package Model: Motorcraft OE BRRF240	Amount Bid:	\$78.
Rear Pads: Factory OEM Equipment or equivalent to PTV package Model: Motorcraft OE BRF1963 High Perf.	Amount Bid:	\$86.
2017 - 2019 Ford Transit Van (250-350 Series) PTV Front Rotors: Factory OEM Equipment or equivalent to PPV package		
Model: Motorcraft OE BRRF458 Front Pads: Wagner Severe Duty for PTV Vehicles or equivalent	Amount Bid:	
Model: Motorcraft OE BRF1896 High Perf. Rear Rotors: Factory OEM Equipment or equivalent to PTV package	Amount Bid:	\$57. \$78.
Model: Motorcraft OE BRRF240 Rear Pads: Factory OEM Equipment or equivalent to PTV package	Amount Bid	\$58.
Model: Motorcraft OE BRF1577 High Perf. Notes: Warranty Statement provided: Motorcraft OE, 2/Yr Service Parts		
AC Delco 24 months, unlimited Mileage. Bid Bond included. Exceptions: NONE		

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BIDDER: TPH Holdings, LLC, d/b/a The Parts House			
2021 thru 2023 Chevrolet Tahoe PPV			
Front Rotors: Factory OEM Equipment or equivalent to PPV package			
Model: AC Delco OEM #84879622	Amount Bid:	\$175.48	
Front Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivale Model: AC-Delco Enchanced Performance #17D2407MPV	nt Amount Bid:	\$107.08	
Rear Rotors: Factory OEM Equipment or equivalent to PPV package Model: AC-Delco OEM #84582015	Amount Bid:	\$43.66	
Rear Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivaler Model: AC-Delco Enchanced Performance #17D2174AMHPV	Amount Bid:	\$108.27	
2015 - 2020 Chevrolet Police Tahoe PPV			
Front Rotors: Factory OEM Equipment or equivalent to PPV package Model: AC Delco Enhanced Performance #18A2661	Amount Bid:	\$87.06	
Front Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivale		******	
Model: AC Delco Enhanced Performance #17D1367MHPVF1	Amount Bid:	\$72.00	
Rear Rotors: Factory OEM Equipment or equivalent to PPV package Model: AC Delco Enhanced Performance #18A2332PV	Amount Bid:	\$89.30	
Rear Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivaler Model: AC Delco Enhanced Performance #17D1707MHPV	Amount Bid:	\$39.27	
2012-2014 Chevrolet Police Tahoe PPV			
Front Rotors: Factory OEM Equipment or equivalent to PPV package Model: AC Delco #18A2661	Amount Bid:	\$87.06	
Front Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivale Model: AC Delco #17D1367MHPVF1	nt Amount Bid:	\$72.00	
Rear Rotors: Factory OEM Equipment or equivalent to PPV package Model: AC Delco 18A2332PV	Amount Bid:	\$89.30	
Rear Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivaler Model: AC Delco 17D1194MHPVF1	nt Amount Bid:	\$62.11	
2016 - 2020 Ford F150 Police Responder Front Rotors: Factory OEM Equipment or equivalent to PPV package Model: Motorcraft OE - BRRF474	Amount Bid:	\$97.44	
Front Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivale Model: Motorcraft OE - BRF1905	nt Amount Bid:	\$82.74	
Rear Rotors: Factory OEM Equipment or equivalent to PPV package Model: Motorcraft OE - BRR446	Amount Bid:	\$62.99	
Rear Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivaler Model: Motorcraft OE - BRF1975	nt Amount Bid:	\$79.59	
2021 - 2023 Ford F150 Police Responder			
Front Rotors: Factory OEM Equipment or equivalent to PPV package Model: Motorcraft OE - BRRF479	Amount Bid:	\$101.75	
Front Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivale Model: Ford OE Only - ML3Z-2001-C Not Available from Motorcraft OE at this time	nt Amount Bid:	\$162.50	
Rear Rotors: Factory OEM Equipment or equivalent to PPV package Model: Motorcraft OE - BRRF432	Amount Bid:	\$92.30	
Rear Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivaler Model: Ford OE Only - ML32-2200-C Not Available from Motorcraft OE at this time	nt Amount Bid:	\$150.00	
2020 - 2023 Ford Explorer PPV Front Rotors: Factory OEM Equipment or equivalent to PPV package Model: Motorcraft OE - BRRF406	Amount Bid:	\$64.05	
Front Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivale Model: Motorcraft OE - BRF1922	nt Amount Bid:	\$78.23	
Rear Rotors: Factory OEM Equipment or equivalent to PPV package Model: Motorcraft OE - BRRF403	Amount Bid:	\$65.21	
Rear Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent			

BIDDER:	A&A Auto Parts Stores, Inc.		
	nevrolet Tahoe PPV		
Front Rotors:	Factory OEM Equipment or equivalent	to PPV package	
Model:	Raybestos #582457FZN	Amount Bid:	\$69.48
Front Pads: W	agner Severe Duty for Police Pursuit Ve	hicles or equivalent	:
Model:	Raybestos #EHT2173H	Amount Bid:	\$42.85
Rear Rotors: F	actory OEM Equipment or equivalent to	PPV package	
Model:	Raybestos #582457FZN	Amount Bid:	\$69.48
	·		
Rear Pads: Wa	igner Severe Duty for Police Pursuit Veh	icles or equivalent	
Model:	Raybestos #EHT2174H	Amount Bid:	\$30.90
Wiodei.	Naybestos #EIII2174II	Alliount blu.	\$30.50
2012 2022 6	an welet Delice Takes DDV		
	nevrolet Police Tahoe PPV	na DDV mankana	
	Factory OEM Equipment or equivalent		ć70.0C
Model:	Raybestos #580721FZN	Amount Bid:	\$79.96
	agner Severe Duty for Police Pursuit Ve		
Model:	Raybestos #EHT1367H	Amount Bid:	\$56.36
Rear Rotors: F	actory OEM Equipment or equivalent to	PPV package	
Model:	Raybestos #58422FZN	Amount Bid:	\$76.28
Rear Pads: Wa	gner Severe Duty for Police Pursuit Veh	icles or equivalent	
Model:	Raybestos #EHT1194H	Amount Bid:	\$46.59
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2016 - 2023 5-	ord F150 Police Responder		
	Factory OEM Equipment or equivalent	na DDV mankana	
Model:	Raybestos #580982P	Amount Bid:	\$99.10
woder:	Raybestos #560962P	Amount bia:	\$99.10
	agner Severe Duty for Police Pursuit Ve		
Model:	Raybestos #SP1611APPH	Amount Bid:	\$54.69
Rear Rotors: F	actory OEM Equipment or equivalent to	PPV package	
Model:	Raybestos #680983P	Amount Bid:	\$69.00
Rear Pads: Wa	gner Severe Duty for Police Pursuit Veh	icles or equivalent	
Model:	Raybestos #SP1612PPH	Amount Bid:	\$41.69
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2016 - 2023 Fo	ord Explorer PPV		
	Factory OEM Equipment or equivalent	to PPV nackage	
Model:	Raybestos #6809882P	Amount Bid:	\$99.69
Wiodei.	Naybestos #00050021	Amount blu.	Ş55.05
Front Dade: W	agner Severe Duty for Police Pursuit Ve	hiclos or oquivalent	
Model:	Raybestos #SP1508PSH	Amount Bid:	\$43.89
	actory OEM Equipment or equivalent to		
Model:	Raybestos #680983P	Amount Bid:	\$69.00
Rear Pads: Wa	igner Severe Duty for Police Pursuit Veh	icles or equivalent	
Model:	Raybestos #SP1377PSH	Amount Bid:	\$32.15
<u> 2021 -</u> 2023 CH	nevrolet Silverado LT 4x4		
	Factory OEM Equipment or equivalent	to PPV package	
Model:	Raybestos #582458FZN		103.00
Front Pade: W	agner Severe Duty for Police Pursuit Ve	hicles or equivalent	,
Model:	Raybestos #EHT2173H		\$42.85
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	actory OEM Equipment or equivalent to		400 :-
Model:	Raybestos #582457FN	Amount Bid:	\$69.48
	igner Severe Duty for Police Pursuit Veh	•	
Model:	Raybestos #EHT2174H	Amount Bid:	\$31.00
2017 - 2023 Fo	ord Transit Van (250-350 Series) PTV		
Front Rotors:	Factory OEM Equipment or equivalent	to PTV package	
Model:	Raybestos #681781R	Amount Bid:	\$76.70
Front Pads: W	agner Severe Duty for PTV Vehicles or e	quivalent	
Model:	Raybestos #SP1774PSH	Amount Bid:	\$55.18
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	actory OEM Equipment or equivalent to		642.51
Model:	Raybestos #681939R	Amount Bid:	\$42.61
	igner Severe Duty for PTV vehicles or ec		. 1
Model:	Raybestos #SP1775PSH	Amount Bid:	\$38.94

Model: Raybestos #682746 Amount Bid: Front Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent Model: Raybestos #5P2382TRH Amount Bid: Rear Rotors: Factory OEM Equipment or equivalent to PPV package Model: Raybestos #682747 Amount Bid: Rear Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent Model: Raybestos #5P2383TRH Amount Bid: 2016 - 2020 Ford F150 Police Responder Front Rotors: Factory OEM Equipment or equivalent to PPV package Model: Raybestos #680268P Amount Bid: Pront Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent Model: Raybestos #680268P Amount Bid: Rear Rotors: Factory OEM Equipment or equivalent to PPV package Model: Raybestos #680263P Amount Bid: Rear Rotors: Factory OEM Equipment or equivalent to PPV package Model: Raybestos #682263P Amount Bid: Rear Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent Model: Raybestos #581790APPH Amount Bid: Rear Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent Model: Raybestos #682616P Amount Bid: 2020 - 2023 Ford Explorer PPV Front Rotors: Factory OEM Equipment or equivalent to PPV package Model: Raybestos #682616P Amount Bid:	\$46.11 \$78.77 \$46.11 \$60.00 \$38.12 \$85.85
Model: Bendix #SDR5903 Amount Bid: Front Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent Model: Bendix #PBD1363 Rear Rotors: Factory OEM Equipment or equivalent to PPV package Model: Bendix #SDR5729 Amount Bid: Rear Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent Model: Bendix #BDR591363 Amount Bid: 2012 - 2023 Chevrolet Police Tahoe PPV Front Rotors: Factory OEM Equipment or equivalent to PPV package Model: Bendix #BDR5903 Amount Bid: Bendix #SDR5903 Amount Bid: Amount Bid: Bendix #PBD1363 Amount Bid: Bendix #PBD1707 Amount Bid: Bendix #PBD1707 Amount Bid: Bendix #SDR5729 Amount Bid: Bendix #PBD1707 Amount Bid: Bendix #PBD1707 Amount Bid: Bendix #PBD1707 Amount Bid: Bendix #SPB01707 Amount Bid: Bendix #SPB01700PPH Amount Bid: Bendix #SP	\$46.11 \$60.00 \$46.11 \$78.77 \$46.11 \$60.00 \$38.12 \$85.85
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Model: Bendix #SDR5729 Rear Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent Model: Bendix #PBD1707 Amount Bid: 2021 - 2023 Ford F150 Police Responder Front Rotors: Factory OEM Equipment or equivalent to PPV package Model: Raybestos #682746 Amount Bid: Raybestos #592382TRH Rear Rotors: Factory OEM Equipment or equivalent to PPV package Model: Raybestos #592382TRH Rear Rotors: Factory OEM Equipment or equivalent to PPV package Model: Raybestos #592382TRH Rear Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent Model: Raybestos #592383TRH Amount Bid: 2016 - 2020 Ford F150 Police Responder Front Rotors: Factory OEM Equipment or equivalent to PPV package Model: Raybestos #680508P Amount Bid: Raybestos #680508P Amount Bid: Rear Rotors: Factory OEM Equipment or equivalent to PPV package Model: Raybestos #592087PPH Rear Rotors: Factory OEM Equipment or equivalent to PPV package Model: Raybestos #68263BP Amount Bid: Rear Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent Amount Bid: Raybestos #68263BP Rear Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent Amount Bid: Raybestos #68263BP Rear Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent Amount Bid: Raybestos #68263BP	\$38.12 \$85.85 \$54.59
Model: Bendix #PBD1707 2021 - 2023 Ford F150 Police Responder Front Rotors: Factory OEM Equipment or equivalent to PPV package Model: Raybestos #682746 Front Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent Amount Bid: Rear Rotors: Factory OEM Equipment or equivalent to PPV package Model: Raybestos #692382TRH Rear Rotors: Factory OEM Equipment or equivalent to PPV package Model: Raybestos #682747 Amount Bid: Rear Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent Model: Raybestos #682787 Amount Bid: 2016 - 2020 Ford F150 Police Responder Front Rotors: Factory OEM Equipment or equivalent to PPV package Model: Raybestos #680508P Front Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent Model: Raybestos #682587PPH Amount Bid: Rear Rotors: Factory OEM Equipment or equivalent to PPV package Model: Raybestos #682638P Amount Bid: Rear Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent Amount Bid: Rear Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent Model: Raybestos #682638P Amount Bid: Rear Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent Model: Raybestos #682636P Amount Bid: Rear Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent Model: Raybestos #682616P Amount Bid:	\$85.85 \$54.59
Front Rotors: Factory OEM Equipment or equivalent to PPV package Model: Raybestos #682746 Amount Bid: Front Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent Model: Raybestos #582382TRH Amount Bid: Rear Rotors: Factory OEM Equipment or equivalent to PPV package Model: Raybestos #682747 Amount Bid: Rear Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent Model: Raybestos #582383TRH Amount Bid: 2016 - 2020 Ford F150 Police Responder Front Rotors: Factory OEM Equipment or equivalent to PPV package Model: Raybestos #680508P Amount Bid: Front Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent Model: Raybestos #582087PPH Amount Bid: Rear Rotors: Factory OEM Equipment or equivalent to PPV package Model: Raybestos #682503P Amount Bid: Rear Rotors: Factory OEM Equipment or equivalent to PPV package Model: Raybestos #682503P Amount Bid: Rear Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent Model: Raybestos #58279790APPH Amount Bid: 2020 - 2023 Ford Explorer PPV Front Rotors: Factory OEM Equipment or equivalent to PPV package Model: Raybestos #582616P Amount Bid:	\$54.59
Front Rotors: Factory OEM Equipment or equivalent to PPV package Model: Raybestos #682746 Amount Bid: Front Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent Model: Raybestos #582382TRH Amount Bid: Rear Rotors: Factory OEM Equipment or equivalent to PPV package Model: Raybestos #682747 Amount Bid: Rear Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent Model: Raybestos #582383TRH Amount Bid: 2016 - 2020 Ford F150 Police Responder Front Rotors: Factory OEM Equipment or equivalent to PPV package Model: Raybestos #680508P Amount Bid: Front Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent Model: Raybestos #582087PPH Amount Bid: Rear Rotors: Factory OEM Equipment or equivalent to PPV package Model: Raybestos #682503P Amount Bid: Rear Rotors: Factory OEM Equipment or equivalent to PPV package Model: Raybestos #682503P Amount Bid: Rear Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent Model: Raybestos #58279790APPH Amount Bid: 2020 - 2023 Ford Explorer PPV Front Rotors: Factory OEM Equipment or equivalent to PPV package Model: Raybestos #582616P Amount Bid:	\$54.59
Model: Raybestos #SP2382TRH Amount Bid: Rear Rotors: Factory OEM Equipment or equivalent to PPV package Model: Raybestos #682747 Amount Bid: Rear Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent Model: Raybestos #SP2383TRH Amount Bid: 2016 - 2020 Ford F150 Police Responder Front Rotors: Factory OEM Equipment or equivalent to PPV package Model: Raybestos #680508P Amount Bid: Pront Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent Model: Raybestos #582087PPH Amount Bid: Rear Rotors: Factory OEM Equipment or equivalent to PPV package Model: Raybestos #582263P Amount Bid: Rear Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent Model: Raybestos #582790APPH Amount Bid: Rear Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent Model: Raybestos #581790APPH Amount Bid: 2020 - 2023 Ford Explorer PPV Front Rotors: Factory OEM Equipment or equivalent to PPV package Model: Raybestos #682616P Amount Bid:	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Model: Raybestos #682747 Amount Bid: Rear Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent Model: Raybestos #5P2383TRH Amount Bid: 2016 - 2020 Ford F150 Police Responder Front Rotors: Factory OEM Equipment or equivalent to PPV package Model: Raybestos #680508P Front Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent Model: Raybestos #582087PPH Rear Rotors: Factory OEM Equipment or equivalent to PPV package Model: Raybestos #652263P Amount Bid: Rear Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent Model: Raybestos #652263P Amount Bid: Rear Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent Model: Raybestos #652263P Amount Bid: Rear Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent Model: Raybestos #682616P Amount Bid: Rear Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent Model: Raybestos #682616P Amount Bid:	\$53.93
Model: Raybestos #SP2383TRH Amount Bid: 2016 - 2020 Ford F150 Police Responder Front Rotors: Factory OEM Equipment or equivalent to PPV package Model: Raybestos #680508P Amount Bid: Front Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent Model: Raybestos #SP2087PPH Amount Bid: Rear Rotors: Factory OEM Equipment or equivalent to PPV package Model: Raybestos #SP263PP Amount Bid: Rear Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent Model: Raybestos #SP1790APPH Amount Bid: 2020 - 2023 Ford Explorer PPV Front Rotors: Factory OEM Equipment or equivalent to PPV package Model: Raybestos #682616P Amount Bid:	
Front Rotors: Factory OEM Equipment or equivalent to PPV package Model: Raybestos #680508P Front Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent Model: Raybestos #5872087PPH Rear Rotors: Factory OEM Equipment or equivalent to PPV package Model: Raybestos #582263P Amount Bid: Rear Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent Model: Raybestos #582790APPH Amount Bid: 2020 - 2023 Ford Explorer PPV Front Rotors: Factory OEM Equipment or equivalent to PPV package Model: Raybestos #682616P Amount Bid:	\$30.99
Front Rotors: Factory OEM Equipment or equivalent to PPV package Model: Raybestos #680508P Front Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent Model: Raybestos #5872087PPH Rear Rotors: Factory OEM Equipment or equivalent to PPV package Model: Raybestos #582263P Amount Bid: Rear Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent Model: Raybestos #582790APPH Amount Bid: 2020 - 2023 Ford Explorer PPV Front Rotors: Factory OEM Equipment or equivalent to PPV package Model: Raybestos #682616P Amount Bid:	
Model: Raybestos #SP2087PPH Amount Bid: Rear Rotors: Factory OEM Equipment or equivalent to PPV package Model: Raybestos #682263P Amount Bid: Rear Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent Model: Raybestos #SP1790APPH Amount Bid: 2020 - 2023 Ford Explorer PPV Front Rotors: Factory OEM Equipment or equivalent to PPV package Model: Raybestos #682616P Amount Bid:	\$94.99
Rear Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent Model: Raybestos #SP1790APPH Amount Bid: 2020 - 2023 Ford Explorer PPV Front Rotors: Factory OEM Equipment or equivalent to PPV package Model: Raybestos #682616P Amount Bid:	\$56.56
Model: Raybestos #SP1790APPH Amount Bid: 2020 - 2023 Ford Explorer PPV Front Rotors: Factory OEM Equipment or equivalent to PPV package Model: Raybestos #682616P Amount Bid:	\$90.06
Front Rotors: Factory OEM Equipment or equivalent to PPV package Model: Raybestos #682616P Amount Bid:	\$40.11
	\$95.95
Front Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent Model: Raybestos #SP2229APPH Amount Bid:	\$50.99
Rear Rotors: Factory OEM Equipment or equivalent to PPV package Model: Raybestos #682614P Amount Bid:	\$72.11
Rear Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent Model: Raybestos #SP2231APPH Amount Bid:	\$64.64
2018 - 2019 Ford Explorer PPV Front Rotors: Factory OEM Equipment or equivalent to PPV package Model: Raybestos #6826164 Amount Bid:	\$106.14
Front Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent Model: Raybestos #SP2229APPH Amount Bid:	\$56.56
Rear Rotors: Factory OEM Equipment or equivalent to PPV package Model: Raybestos #682614P Amount Bid:	\$66.66
Rear Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent Model: Raybestos #SP2231APPH Amount Bid:	

BIDDER: O'Reilly Automotive Stores, Inc. d/b/a O'Reilly Auto Parts		
2021 - 2023 Chevrolet Tahoe PPV		
Front Rotors: Factory OEM Equipment or equivalent to PPV package		
Model: BrakeBest 522821RGS	Amount Bid:	\$137.89
Front Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivaler	it	
Model: BrakeBest Select Premium C2173	Amount Bid:	\$34.76
Rear Rotors: Factory OEM Equipment or equivalent to PPV package		
Model: BrakeBest 522329RGS	Amount Bid:	\$55.99
Rear Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent	t	
Model: BrakeBest Select Premium C2174	Amount Bid:	\$27.94
2012 - 2023 Chevrolet Police Tahoe PPV		
Front Rotors: Factory OEM Equipment or equivalent to PPV package		
Model: BrakeBest 580721RGS	Amount Bid:	\$67.50
Front Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivaler	ıt	
Model: Wagner OEX1363	Amount Bid:	\$64.18
Rear Rotors: Factory OEM Equipment or equivalent to PPV package		
Model: BrakeBest 580422rgs	Amount Bid:	\$58.79
Rear Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalen		
Model: Wagner OEX1194	Amount Bid:	\$68.66
2016 - 2023 Ford F150 Police Responder		
Front Rotors: Factory OEM Equipment or equivalent to PPV package		
Model: BrakeBest 680508RGS	Amount Bid:	\$66.50
Control No. 10 Control Date of the Dalling Date of the Control of		
Front Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivaler Model: Wagner OEX1414	Amount Bid:	\$57.47
Wagner OEX1414	Amount bia:	\$57.47
Rear Rotors: Factory OEM Equipment or equivalent to PPV package		
Model: BrakeBest 621767RGS	Amount Bid:	\$59.49
Rear Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent Model: Wagner OEX1602	Amount Bid:	\$64.93
2016 - 2023 Ford Explorer PPV		
Front Rotors: Factory OEM Equipment or equivalent to PPV package Model: BrakeBest 680982RGS	Amount Bid:	\$78.50
Widuel. Brakebest 000902nG3	Alliount Blu.	\$76.50
Front Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivaler	it	
Model: Wagner MX1611A	Amount Bid:	\$46.27
Rear Rotors: Factory OEM Equipment or equivalent to PPV package		
Model: BrakeBest 680983RGS	Amount Bid:	\$52.50
Rear Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalen		
Model: Wagner OEX1612	Amount Bid:	\$48.51
		7
2021 - 2023 Chevrolet Silverado LT 4x4		
Front Rotors: Factory OEM Equipment or equivalent to PPV package		
Model: BrakeBest 582458RGS	Amount Bid:	\$76.99
Front Dade Warner Course Duty for Dalling Down to Malalan		
Front Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivaler		¢24.76
Model: BrakeBest Select Premium C2173	Amount Bid:	\$34.76
Rear Rotors: Factory OEM Equipment or equivalent to PPV package		
Model: BrakeBest 522329RGS	Amount Bid:	\$55.99
Rear Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent		
Model: BrakeBest Select Premium C2174	Amount Bid:	\$27.94
2047 2022 5-44 7-4-15 /		
2017 - 2023 Ford Transit Van (250-350 Series) PTV		
Front Rotors: Factory OEM Equipment or equivalent to PTV package Model: BrakeBest 621688 RGS	Amount Bid:	\$63.50
Signed of the second of the se	. amount blu.	Ç03.30
Front Pads: Wagner Severe Duty for PTV Vehicles or equivalent		
Model: Wagner MX1774	Amount Bid:	\$46.27
Rear Rotors: Factory OEM Equipment or equivalent to PTV package		
Model: BrakeBest 670126RGS	Amount Bid:	\$49.69
Poor Bade: Wagner Savere Duty for BTV vehicles or or its alert		
Rear Pads: Wagner Severe Duty for PTV vehicles or equivalent Model: Wagner MX1775	Amount Bid:	\$46.27
		Ç-10.27

COMPETITIVE BID #WG23-07 - Bid Tabulation Provision of Police Vehicle Equipment (Brake Rotors/Pads) Motorcraft OE - BRF1903 Amount Bid: \$61.22 2017 - 2019 Ford Explorer PPV Front Rotors: Factory OEM Equipment or equivalent to PPV package AC Delco #18A82142PV Amount Bid: \$117.14 Front Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent AC Delco #17D1611AMHPVF1 Amount Bid: \$72.14 Rear Rotors: Factory OEM Equipment or equivalent to PPV package AC Delco #18A2947PV Amount Bid: \$78.5 Rear Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent AC Delco #17D1612MHPVF1 Amount Bid: \$60.09 2016 Ford Explorer PPV Front Rotors: Factory OEM Equipment or equivalent to PPV package AC Delco #18A2946PV Amount Bid: \$91.84 Front Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent AC Delco #17D1611AMHPVF1 Amount Bid: \$72.14 Rear Rotors: Factory OEM Equipment or equivalent to PPV package AC Delco #18A2947PV Amount Bid: \$78.5 Rear Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent Model: AC Delco #17D1612MHPVF1 Amount Bid: \$60.09 2021 - 2023 Chevy Silverado LT 4x4 Front Rotors: Factory OEM Equipment or equivalent to PPV package AC Delco OEM #13553983 Amount Bid: \$82.6 Front Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent Model: AC Delco #17D2173CH Amount Rid: \$52.5 Rear Rotors: Factory OEM Equipment or equivalent to PPV package AC Delco OEM #13542117 \$102.0 Rear Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent Model: AC Delco #17D2174CH Amount Bid: \$45.9 2020 - 2023 Ford Transit Van (250-350 Series) PTV Front Rotors: Factory OEM Equipment or equivalent to PPV package Motorcraft OE BRRF458 \$96.5 Amount Bid: Front Pads: Wagner Severe Duty for PTV Vehicles or equivalent Motorcraft OE BRF1896 High Perf. Amount Bid: \$57.7 Rear Rotors: Factory OEM Equipment or equivalent to PTV package Motorcraft OE BRRF240 Amount Bid: \$78.7 Model: Rear Pads: Factory OEM Equipment or equivalent to PTV package Amount Bid: \$86.2 Motorcraft OE BRF1963 High Perf. 2017 - 2019 Ford Transit Van (250-350 Series) PTV Front Rotors: Factory OEM Equipment or equivalent to PPV package Motorcraft OE BRRF458 Amount Bid: \$96.5 Front Pads: Wagner Severe Duty for PTV Vehicles or equivalent Motorcraft OE BRF1896 High Perf. \$57.7 Rear Rotors: Factory OEM Equipment or equivalent to PTV package \$78.7 Amount Rid Motorcraft OE BRRF240 Model: Rear Pads: Factory OEM Equipment or equivalent to PTV package Amount Bid \$58.2

Motorcraft OE BRF1577 High Perf.

Warranty Statement provided: Motorcraft OE, 2/Yr Service Parts

AC Delco 24 months, unlimited Mileage. Bid Bond included.

Model:

Notes:

Exceptions: NONE

Exceptions:	We do offer less expensive lines, although this quote is
specific to Po	ice applications. Limited warranty information provided on
brakes and ca	ice applications. Limited warranty information provided or lipers. Freight charges may apply.
Company is n	ot registered with AL Secretary of State as a foreign

corporation to do business in Alabama as required by AL Code

Front Ro	117 Ford Explorer PPV tors: Factory OEM Equipment or equivalent to PPV package		
Model:	Raybestos #680982P	Amount Bid:	\$95.14
Front Pa	ds: Wagner Severe Duty for Police Pursuit Vehicles or equivalen	•	
	Raybestos #SP1611APPH	Amount Bid:	\$55.55
D D - 4	0504 5		
	ors: Factory OEM Equipment or equivalent to PPV package Raybestos #680983P	Amount Bid:	\$67.6
wiouei.	Naybestos #0005051	Alliount blu.	Ç07.0i
	s: Wagner Severe Duty for Police Pursuit Vehicles or equivalent		
Model:	Raybestos #SP1612PPH	Amount Bid:	\$48.0
2021 - 20	123 Chevrolet Silverado LT 4x4		
	tors: Factory OEM Equipment or equivalent to PPV package		
Model:	Raybestos #582458	Amount Bid:	\$90.00
Front Pa	ds: Wagner Severe Duty for Police Pursuit Vehicles or equivalen	t	
Model:	Raybestos #EHT2173H	Amount Bid:	\$37.97
Poor Pot	ors: Factory OEM Equipment or equivalent to PPV package		
	Raybestos #582457	Amount Bid:	\$63.6
	is: Wagner Severe Duty for Police Pursuit Vehicles or equivalent Raybestos #EHT2174H	Amount Bid:	\$33.9
woder:	Raybestos #EH12174H	Amount biu:	\$33.9.
	23 Ford Transit Van (250-350 Series) PTV		
	tors: Factory OEM Equipment or equivalent to PTV package Raybestos #682343	Amount Bid:	\$70.09
wiouei.	RayDesios #002343	Alliount blu.	\$70.05
	ds: Wagner Severe Duty for PTV Vehicles or equivalent		
Model:	Raybestos #SP2301TRH	Amount Bid:	\$50.15
Rear Rot	ors: Factory OEM Equipment or equivalent to PTV package		
Model:	Raybestos #681790	Amount Bid:	\$56.5
Rear Pad	s: Wagner Severe Duty for PTV vehicles or equivalent		
	Bendix # MKD2281FM	Amount Bid:	\$38.3
	121 Ford Transit Van (250-350 Series) PTV tors: Factory OEM Equipment or equivalent to PTV package		
Model:	Raybestos #682343	Amount Bid:	\$70.09
F	de Wester Course Date for PTVV blide and a large		
	ds: Wagner Severe Duty for PTV Vehicles or equivalent Raybestos #SP1774TRH	Amount Bid:	\$38.39
	.,		
	ors: Factory OEM Equipment or equivalent to PTV package Raybestos #681939	Amount Bid:	\$55.5
woder:	kaybestos #081939	Amount biu:	\$55.5
	s: Wagner Severe Duty for PTV vehicles or equivalent		
Model:	Bendix # MKD2280FM	Amount Bid:	\$40.5
2017 - 20	119 Ford Transit Van (250-350 Series) PTV		
Front Ro	tors: Factory OEM Equipment or equivalent to PTV package		
Model:	Raybestos #681781	Amount Bid:	\$80.99
Front Pa	ds: Wagner Severe Duty for PTV Vehicles or equivalent		
	Raybestos #SP1774TRH	Amount Bid:	\$40.04
Door Dot	ors: Factory OEM Equipment or equivalent to PTV package		
	Raybestos #681939	Amount Bid:	\$55.9
	,		,
	s: Wagner Severe Duty for PTV vehicles or equivalent	A	ć24 O
ivioaei:	Raybestos #SP1775TRH	Amount Bid:	\$31.9
Notes:	https://www.brakepartsinc.com/raybestos/catalog-part-search		
	Please google the Bendix numbers for specs, or request if you o	an't find it.	
Exceptio	Catalog is not accessible.		
	Company is not registered with AL Secretary of State as a foreign	gn corporation	o do
	business in Alabama as required by AL Code Section 10A-1-7.03		

SUMMARY: BIDDER: A&A Auto Parts Stores, Inc. Is an out-of-state vendor not registered as a foreign corporation with AL Secretary of State as required by law Is an out-of-state vendor not registered as a foreign corporation with AL Secretary of State as required by law **Vehicle Maintenance Program** O'Reilly Automotive Stores, Inc. d/b/a O'Reilly Auto Parts BIDDER: The equipment O'Reilly's bid does not meet the bid specifications; specifications requires the brake pads & rotors be Police Pursuit Vehicle (PPV) rated equipment due to the high speed the vehicles will be driven during emergencies BIDDER: The Parts House The Parts House met all the bid specifications

Exceptions:

*Prices shown are calculated from discounts applied to product line. Minimum guaranteed discount is List less 41% or better per AL Contract MA220000003321. Discount will held firm. Individual unit prices are subject to change, up and down, without notice based on costs from manufacturers and market fluctuations. For complete product look-up and pricing, visit www.firstcallonline.com

**O'Reilly's did not bid Police Pursuit Vehicle (PPV) rated equipment per the specifications. BrakeBest M Series and Raybestos Police pads are PPV rated per email clarification which was not in the bid response form.

Page 2 of 2



Baldwin County Commission

Agenda Action Form

File #: 23-0507, Version: 1 Item #: CE3

Meeting Type: BCC Regular Meeting

Meeting Date: 1/17/2023

Item Status: New

From: Wanda Gautney, Purchasing Director / Terri Graham, Solid Waste Director

Submitted by: Susan Kilby-Aaron, Assistant Purchasing Director

ITEM TITLE

Competitive Bid #WG23-09 - Purchase of One (1) New 2023 Chevrolet Tahoe 4WD Z71 or Equivalent for the Baldwin County Commission

STAFF RECOMMENDATION

Take the following actions:

1) Award Bid #WG23-09 for the purchase of one (1) New 2023 Chevrolet Tahoe 4WD Z71 to **Donohoo Chevrolet, LLC, for District 3 Commissioner as follows:**

Make/Model: 2023 Chevrolet Tahoe 4WD 4dr Z71

Amount Bid: \$67,546.50 Delivery Time: 90 days; and

2) Authorize the Chairman to execute the County Fixed Asset Change Form, for the sale of one (1) 2020 Chevrolet Tahoe VIN #1GNSKBKCOLR309044 from District 3 Commissioner in the amount of \$35,000.00 to the Baldwin County Solid Waste Recycling Department.

BACKGROUND INFORMATION

Background: Bids were opened in the Purchasing Conference Room on January 5, 2023, at 1:30 P.M. One (1) bid was received. Staff recommends the Commission award the bid for the Purchase of One (1) New 2023 Chevrolet Tahoe 4WD Z71 or Equivalent to Donohoo Chevrolet, LLC, as per the Award Listing.

Solid Waste Recycling Department is in need of a vehicle and was budgeted \$35,000.00 for FY2023. District 3 Commissioner has agreed to sell the 2020 Chevrolet Tahoe they are currently driving to the Solid Waste Recycling Department once the new vehicle is delivered in the amount of \$35,000.00.

Previous Commission action/date:

12/5/2022 meeting: 1) Approved the specifications and authorize the Purchasing Director to place a competitive bid for the purchase of one (1) new 2023 Chevrolet Tahoe 4WD Z71 or equivalent for District 3 Commissioner with the funding source to be from Commission Contingency Funds and the File #: 23-0507, Version: 1 Item #: CE3

sale of District 3 Commissioner's 2020 Chevrolet Tahoe to the Solid Waste Department; and 2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

FINANCIAL IMPACT

Total cost of recommendation: \$67,546.50

Budget line item(s) to be used: Commission Contingency Fund 10051100.55500 -\$32,546.50 and

Solid Waste Recycling Department Fund 51254125.55240 - \$35,000.00

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: 01/17/2023

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 Bidder

Additional instructions/notes: N/A

COMPETITIVE BID #WG23-09 AWARD LISTING

Purchase of One (1) New 2023 Chevrolet Tahoe 4WD Z71 or Equivalent

BIDDER:	Donohoo Chevrolet, L	LC
Make/Model:	2023 Chevrolet Tahoe 4WD 4dr Z71	
Amount Bid:	$67,546.50 \times 1 =$	\$67,546.50
Delivery Time:	90 days	
Exceptions:	None	

COUNTY FIXED ASSET CHANGE FORM

Date of this report: January 5, 202	23
Fixed Asset:	
#45094	Model: Chevrolet Tahoe
	S/N: 1GNSKBKCOLR309044
	Tag #: 62960 CO
	Mileage: 22,716
	Value: \$35,000.00
Baldwin County Commission District: Transferred to:	oproval, the fixed asset above of the a commissioner Department will be:
Sold to: Baldwin County Solid	d Waste Recycling Dept.
Stored at/for:	
Scrapped because:	
Other:	
Buil bull und Department Head relinquishing Fixed asset item	Department Head accepting fixed asset item
APPROVED, Baldwin County Commission	Date Approved



Baldwin County Commission

Agenda Action Form

File #: 23-0531, Version: 1 Item #: CE4

Meeting Type: BCC Regular Meeting

Meeting Date: 1/17/2023

Item Status: New

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

Maintenance Engineer

Submitted by: Susan Kilby-Aaron, Assistant Purchasing Director

ITEM TITLE

Competitive Bid #WG23-10 - Provision of Delineator Posts and Mounting Kits for the Baldwin County Commission

STAFF RECOMMENDATION

Take the following actions:

- 1) Authorize the Purchasing Director to re-bid the Provision of Delineator Posts and Mounting Kits; 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: Bids were due to be opened in the Purchasing Conference Room on January 6, 2023, at 1:30 P.M. No bids were received. Staff recommendation is to authorize the Purchasing Director to re-bid for the Provision of Delineator Posts and Mounting Kits.

Previous Commission action/date:

12/20/2022 Meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the Provision of Delineator Post and Mounting Kits; and 2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid was advertised.

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?

File #: 23-0531, Version: 1 Item #: CE4

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: 02/07/2023

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 #WG23-10A SPECIFICATIONS

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

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

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

BID RESPONSE FORM

Each supplier should use the Response Form provided for their bid. Exceptions to the bid specifications are to be attached to the back of the Response Form.

AWARD

The bid will be awarded to the lowest responsible bidder complying with the conditions of the bid invitation provided that said bid is reasonable and is in the best interest of Baldwin County. These specifications shall be construed as minimum. All integral parts not specifically mentioned in the scope of these specifications that are necessary to provide a complete working unit shall be furnished.

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

Purchase Orders will be issued for the materials.

CONTRACT PERIOD

It is the intent of the Baldwin County Commission to award this contract for a twelve (12) calendar month period. However, the Baldwin County Commission may, at their option and in agreement with the Successful Bidder, renew the contract for up to two (2) additional years in twelve (12) month increments. The Baldwin County Commission will, in writing, notify the Supplier thirty (30) days prior to expiration of the current contract with its intent to extend the contract. The prices and conditions shall remain the same for any contract extension period(s).

DELINEATOR POST AND MOUNTING KITS

Materials shall be in accordance with Division 800 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, and any ALDOT Special Provisions which may supersede this publication.

All Bid unit prices shall include delivery fees to Baldwin County facility.

Manufacturer shall furnish test reports when requested.

Baldwin County Reserves the right to purchase any or all items bid in various quantities as needed.

F.O.B. Suppliers Warehouse. Specify location of warehouse.

F.O.B. Baldwin County Highway Shop, 22300 West Boulevard Silverhill, AL 36576

BID #WG23-10A RESPONSE FORM

Provision of Delineator Post and Kits

Page 1 of 1 Date: Out of State _____ or ____ If yes, _____ Registration Number Company Name: Address: Company Rep. _____ (Rep. Name Typed or Printed) Position: Email address: Supply Location Type 4: 4" Tuff Post, 36" White Post Short Squeeze, 2 High Intensity White Bands, Quick Release Bid Amount Delivered to Baldwin County Surface Mount Base (8"x8") Quick Release, Black Bid Amount Delivered to Baldwin County Multi-Surface Anchor Kit,1/2" Lag Bolt, 5/8" Nylon Sleeve, and 4" Lag Screws Kit Includes: 4-1/2" Lag Bolts and 4-5/8" Nylon Sleeves Bid Amount Delivered to Baldwin County



Baldwin County Commission

Agenda Action Form

File #: 23-0528, Version: 1 Item #: CE5

Meeting Type: BCC Regular Meeting

Meeting Date: 1/17/2023

Item Status: New

From: Wanda Gautney, Purchasing Director/Brian Peacock, CIS Director

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Contract Extension for Professional Services to Support IBM I Servers (AS400) for the Baldwin **County Commission**

STAFF RECOMMENDATION

Extend the Professional Services Contract with David Pimperl for consulting services to assist with the system administration and support of the County's IBM I Servers (AS400), at a cost of \$85.00 per hour, not to exceed 15 hours per month, for an additional twelve (12) months at the same terms and conditions as stated in the original contract award on January 5, 2021. The contract extension will expire on January 19, 2024.

BACKGROUND INFORMATION

Background: The Commission approved during their January 5, 2021, regular meeting a Professional Services Contract for Consulting Services with David Pimperl to assist with the system administration and support of the County's IBM I Servers (AS400), at a cost of \$85.00 per hour, not to exceed 15 hours per month for twelve (12) months. These services are an extension of the CIS Department to support Probate, Revenue, Building Department and Sales Tax along with all departments that utilize the AS400 on a daily basis. The Contract terms contained a stipulation that the services 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 original contract. The vendor, David Pimperl, has submitted an email agreeing to extend his price for an additional twelve (12) months. The contract extension will expire on January 19, 2024.

Previous Commission action/date:

01/05/2021 meeting: Authorized the Chairman to execute a Contract for Professional Services between the Baldwin County Commission and David Pimperl for consulting services to assist with the system administration and support of the County's IBM I Servers (AS400), at a cost of \$85.00 per hour, not to exceed 15 hours per month. (Contract shall be effective for twelve (12) months commencing immediately upon the same date as its full execution, with an option to issue two (2) twelve (12) month Contract extensions or extend the first Contract until such a time a new Contract

Item #: CE5 File #: 23-0528, Version: 1

can be bid and awarded.)

11/16/2022 meeting: Extended the Professional Services Contract with David Pimperl for consulting services to assist with the system administration and support of the County's IBM I Servers (AS400). at a cost of \$85.00 per hour, not to exceed 15 hours per month, for an additional twelve (12) months at the same terms and conditions as stated in the original Contract award on January 5, 2021. The Contract extension will expire on January 19, 2023.

FINANCIAL IMPACT

Total cost of recommendation: \$15,300.00

Budget line item(s) to be used: 10051965.51500

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

N/A

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 01/17/2023

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: Brian Peacock
To: Wanda Gautney

Subject: FW: DPIMPERL Contract for Services

Date: Friday, January 6, 2023 10:12:33 AM

I meant to talk to you about this Wednesday and forgot. Do your dates line with David's?

Brian Peacock

CIS Director
Baldwin County Commission
312 Courthouse Square, Suite 13
Bay Minette, AL 36507
(251) 580-2598 office



From: David Pimperl <dpimperl@outlook.com>

Sent: Tuesday, January 3, 2023 10:56 AM

To: Brian Peacock < BPEACOCK@baldwincountyal.gov>

Subject: DPIMPERL Contract for Services

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

Hi Brian,

This slipped up on me, but I just realized that my Contract Extension expires on January 5, 2023. I believe the existing Contract can be renewed/extended for one more 12 month term if the County chooses to do so. I am certainly interested and agreeable to a twelve (12) month extension at the same prices and terms of the original Contract dated January 5, 2021.

Please let me know your thoughts and if you need anything from me.

Thanks David.

David Pimperl 251-895-6925

State of Alabama)
County of Baldwin)

CONTRACT FOR PROFESSIONAL SERVICES

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

WITNESSETH:

Whereas, the COUNTY, through its Communications and Information Systems
Department (CIS), maintains and supports multiple IBM i Servers (also known as iSeries or
AS400 systems) along with various software applications on those Servers; and

Whereas, the COUNTY finds that it requires additional resources to assist with the system administration and support of those Servers and desires to procure such services; and

Whereas, the PROVIDER has expressed his willingness and is capable of providing such services; and

Whereas, the COUNTY and PROVIDER now wish to and do hereby enter into this Contract for the provisions of said services subject to the terms and conditions set forth herein.

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

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

A. COUNTY:

Baldwin County, Alabama

B. COMMISSION:

Baldwin County Commission

C. PROVIDER:

David Pimperl

D. CIS

Communications and Information Systems

Department

II. <u>Obligations Generally.</u> The COUNTY hereby retains, and the PROVIDER agrees to perform for the COUNTY, those professional services as hereinafter set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall immediately commence performance of the services outlined herein upon full execution of this Contract. All work shall be

commenced and completed in a timely manner as, and at the times, herein set out.

- III. <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 he 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 he 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 his own means and methods, as he 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 or any other benefits provided to County employees, and PROVIDER shall not be subject to or have any rights under the County's merit system for employees. 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 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.

Notwithstanding anything to the contrary in this Section or elsewhere within this Contract, the PROVIDER shall equally retain all rights, title and interest in and to all scripts, programs, database schema, methods, processes, source code, and other intellectual properties that are developed under this Contract. PROVIDER will retain rights to utilize these as he sees fit without any notice to the COUNTY. This will not include any proprietary or confidential data that remains the sole property 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:

David Pimperl

48702 Ralph Johnson Rd. S. Bay Minette, AL 36507

COUNTY:

Baldwin County Commission

c/o Chairman

312 Courthouse Square

Suite 12

Bay Minette, AL 36507

XVI. <u>Services to be Rendered</u>. PROVIDER is retained by the COUNTY as a professionally-qualified **contractor**. The general scope of work for the services is set forth in Exhibit A and shall include and be subject to all the terms and conditions in <u>Exhibit A</u>, the same being expressly incorporated herein by reference, and without limitation will encompass:

- 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 forth below.

XVIII, Termination of Services. The COUNTY or PROVIDER may terminate

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

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

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

XX. Direct Expenses. Compensation to PROVIDER for work shall be \$1275.00 per month which will provide for up to 15 hours of services per month. Additional services can be provided on a per project basis at a rate of \$85.00 per hour. Each project will require definition and pre-approval from the CIS Director prior to any services being provided or expense being incurred. Total compensation for monthly services and project services shall not exceed \$30,000 in any single calendar year. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services

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

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

XXII. Effective and Termination Dates. This Contract shall be effective for twelve (12) months and commence immediately upon the same date as its full execution, with an option to issue two (2) twelve (12) month contracts, or extend the first contract until such time that a new contract can be bid and awarded. Any additional contract or extension will be at the same prices, terms and conditions. Any successive contract(s) must have the written approval of both the County and the Vendor 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.

County of Baldwin I, certify that, Joe Davis III, whose name as Chairman of I Wayne Dyess, whose name as County Administrator, ar before me on this day that, being informed of the conter they, as such officers and with full authority, executed s on behalf of said Commission.	ic in and for said County, in said State, hereby Baldwin County Commission, and be known to me, acknowledged ats of the Contract for Professional Services,		
GIVEN under my hand and seal on this the 19th day of January, 2021.			
	Notary Public English		
	My Commission Expires		
	My Commission Expires:		
	May 5, 2024		
PROVIDER:	WHITH WAS		
By David Pimperl /Date Its	207.59 S11.50 S11.50		
State of Alabama)	Something of the state of the s		
County of Baldwin			
Notary Public in and for said County and State, hereby certify that Dand Imper as Owner of Company, whose name is signed to the foregoing in that capacity, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he executed the same voluntarily on the day the same bears date for and as an act of said Dand Imper.			
GIVEN under my hand and seal on this the 13	day of January, 2021.		
	Notary Public My Commission Expires		

EXHIBIT "A"

Scope of Services

The PROVIDER will provide general Systems Administration, Technical Support, and Technical Consulting Services for the COUNTY'S IBM i Servers as further outlined below.

Domains of Service

- A. Provide assistance to the COUNTY CIS Department for ordering and applying IBM Program Fixes (PTF). Ensure IBM i Servers are up to date on all PTF levels, including any specific PTF(s) required by the current software vendor Delta Computer Systems (DELTA).
- B. Work as a liaison to DELTA as necessary. DELTA will be responsible for ongoing software support, but PROVIDER will assist as necessary.
- C. Work as a liaison to Vision Solutions to support their MIMIX solution that the COUNTY uses. Coordinate and work with COUNTY CIS staff to optimize and administer the MIMIX solution.as necessary
- D. Work with legacy software products installed on the IBM i Servers and assist COUNTY CIS staff with those products as needed.
- E. PROVIDER will perform the work remotely or on-site as required for the specific task,
 - 1. PROVIDER will furnish and utilize his Computer Laptop with Microsoft Windows 10 or later to access the IBM i Servers whether working remotely or on-site.
 - COUNTY will setup appropriate levels of VPN access and network access that will allow PROVIDER remote and on-site access to the IBM i Servers. This will include as necessary, but is not limited to, VPN, Domain, and IBM i User accounts with appropriate access levels to perform the required services.
 - 3. COUNTY will furnish the PROVIDER with certain System Level Passwords as required from time to time for performance of certain system tasks. COUNTY will always retain full control of those accounts and will have the ability/responsibility to change passwords from time to time as their security protocol requires.
 - 4. COUNTY will furnish the PROVIDER with any specialized client software, license(s) to use, and authority to use as required to perform the services defined above.



Baldwin County Commission

Agenda Action Form

File #: 23-0522, Version: 1 Item #: CE6

Meeting Type: BCC Regular Meeting

Meeting Date: 1/17/2023

Item Status: New

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

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Quote for Repairs to the Baldwin County Annex IV Elevator Located in Bay Minette, Alabama for the **Baldwin County Commission**

STAFF RECOMMENDATION

Approve and authorize the Chairman to execute the Public Works Contract and Certificate of Compliance with Otis Elevator Company in the amount of \$34,900.00 for repairs to the elevator located in the Annex IV Building in Bay Minette, Alabama.

BACKGROUND INFORMATION

Background: Staff solicited quotes for repairs to the elevator located in the Annex IV Building in Bay Minette, Alabama (CIS Building). The elevator is currently inoperable. The elevator has a broken drive that is now obsolete and must be upgraded for the elevator to operate. A quote was received from Otis Elevator Company in the amount of \$34,900.00. Staff recommendation is to approve the quote from Otis Elevator Company and authorize Chairman to execute the Public Works Contract and Certificate of Compliance. This will be funded from the Building Maintenance Budget.

Previous Commission action/date: N/A

FINANCIAL IMPACT

Total cost of recommendation: \$34,900.00

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

Is legal review necessary for this staff recommendation and related documents? Standard County Public Works Contract

File #: 23-0522, Version: 1 Item #: CE6

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: 01/17/2023

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

Otis Service and Repair Order

1/5/2023

CUSTOMER NAME

BALDWIN COUNTY COMMISSION FINANCE & ACCOUNTING, 312 COURTHOUSE SQUARE, STE 11 BAY MINETTE, AL 36507

OTIS ELEVATOR COMPANY

351 Creighton Rd. Ste. C3 PENSACOLA, FL 32504

OTIS CONTACT

Terrance Coyne
Phone:
Email: Terrance.Coyne@otis.com

PROJECT LOCATION

BALDWIN COUNTY ANNEX IV 105 W. 3RD ST. BAY MINETTE, AL 36507

PROPOSAL NUMBER

QTE-001562282

We propose to furnish the necessary material and labor on the following units:

Unit	Customer Designation
F42616	1

SCOPE OF WORK

Otis will provide labor and material to remove existing Kone drive and install new, upgraded drive. The current Kone drive is obsolete and must be upgraded.

Material provided shall be installed in accordance with the ASME A17.1 Safety Code for Elevators and Escalators.

The customer will be responsible for paying local inspection fees if applicable.

A representative will contact you to schedule the work. All work will be performed during regular working days and hours of the Elevator Trade unless otherwise specified above.

PRICE

\$34,900.00

Thirty-four thousand nine hundred dollars

This price is based on a one hundred percent (100%) downpayment in the amount of \$34,900.00 Payment terms:

- The base proposal price is contingent upon receiving a downpayment of one hundred percent (100%)
 of the base contract amount.
- The downpayment amount is due in full prior to Otis ordering material and/or mobilizing.
- If you choose the alternative downpayment amount listed below, the corresponding add shall be applied to the base contract amount.

Downpayment Amount	Price Adjustment Percentage	Authorization (Initial)
50%	+10%	

In the event 100% of the contract price is not paid up front, we must be paid the remaining balance no later than the completion of work. Final invoice will be submitted once work is scheduled.

This proposal, including the provisions printed on the pages following, shall be a binding contract between you, or the party identified below for whom you are authorized to contract (collectively referred to herein as "you"), and us when accepted by you through execution of this proposal by you and approved by our authorized representative; or by your authorizing us to perform work for the project and our commencing such work.

SUGGESTED BY: GABRIEL WATSON

TITLE: Mechanic

Accepted in Duplicate

BALDWIN COUNTY COMMISSION	Otis Elevator Company
Date:	Date:
Signed:	Signed:
Print Name:	Print Name: Anthony Vittorio
Title:	Title: General Manager
Email:	Email: anthony.vittorio@otis.com
Company Name: BALDWIN COUNTY COMMISSION	
 Principal, Owner or Authorized Representative of Principal or Owner 	
Agent (Name of Principal or Owner)	

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, and Otis Elevator Company, (hereinafter referred to as "PROVIDER").

WITNESSETH:

Whereas, the Baldwin County Commission staff obtained a quote for repairs to the Baldwin County Annex IV Elevator located in Bay Minette, Alabama; and

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

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

I. <u>Definitions</u>. The following terms shall have the following meanings:

A. COUNTY: Baldwin County, Alabama

B. COMMISSION: Baldwin County Commission

C. PROVIDER: Otis Elevator Company

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

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

- **IV.** <u>Professional Qualifications.</u> For the purpose of this Contract, the PROVIDER represents and warrants to the COUNTY that it possesses the professional, technical, and administrative personnel with the specific experience and training necessary to provide the professional services required herein.
- V. <u>No Prohibited Exclusive Franchise</u>. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- VI. Representation/Warranty of Certifications, Etc. PROVIDER represents and warrants that PROVIDER is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that PROVIDER shall renew, maintain, and otherwise ensure that all such certifications, licenses, and permits are current and valid, without interruption, for and through completion of the services. The representation and warranty aforesaid is a material inducement to the COUNTY in entering this Contract, and the parties agree that the breach thereof shall be deemed material at the County's option.
- VII. <u>Legal Compliance</u>. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VIII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract.
- IX. No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Contract. Therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.
- X. <u>Unenforceable Provisions</u>. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or

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

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

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

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

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

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

PROVIDER: Otis Elevator Company

351 Creighton Rd., Ste. C3 Pensacola, FL 32504 ATTN: Terrance Coyne COUNTY:

Baldwin County Commission

c/o Chairman

312 Courthouse Square

Suite 12

Bay Minette, AL 36507

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

"Quote for Repairs to the Baldwin County Annex IV Elevator located in in Bay Minette, Alabama for the Baldwin County Commission described in Attachment A".

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

B. PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.

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

XVII. General Responsibilities of the COUNTY.

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

XVIII. <u>Termination of Services</u>. The COUNTY or PROVIDER may terminate this Contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such

notices, PROVIDER shall discontinue its work to the extent specified in the notice.

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

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

XX. <u>Direct Expenses</u>. Compensation to PROVIDER for work shall be **\$34,900.00**. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services

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

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

XXII. Effective and Termination Dates. This Contract shall be effective and commence immediately upon the same date as its full execution once the equipment is received by Baldwin County Commission and shall terminate upon either the expiration of four (4) weeks from the notice of equipment delivery, or upon a written notification thereof received by either party within the required thirty (30) day period. Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

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

XXIV. <u>Indemnification</u>. 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. <u>Number of Originals.</u> This Contract shall be executed with three (3) originals, each of which are equally valid as an original.

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

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

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

COUNTY	ATTEST:	
/		1
CHARLES F. GRUBER, Chairman /Date	RONALD J. CINK Budget Director	/Date
State of Alabama)		
County of Baldwin)		
I,, a No	stary Public in and for said C	ounty, in said
State, hereby certify that, Charles F. Gruber, wh	iose name as Chairman of Ba	aldwin County
Commission, and Ronald J. Cink, whose name		
acknowledged before me on this day that, being		
Professional and Construction Services, they, as		
executed same knowingly and with full authorit	ly to do so on behan of said v	Commission.
GIVEN under my hand and seal on thi	s the day of	, 2023.
	Notary Public	
	My Commission Expires	

SIGNATURE PAGE AND NOTARY PAGE TO FOLLOW

PROVIDER:

Otis Elevator Company

By Its	//Date		
State of)			
County of			
I, certify that name is signed to the foreg before me on this day that, Construction Services, he c an act of said Otis Elevator	going in that capacity, and being informed of the corexecuted the same volunta	of whose Otis who is known to me, a ntents of the Contract f	Elevator Company acknowledged for Professional and
GIVEN under my h	and and seal on this the	day of	, 2023.
		Notary Public My Commission Ex	pires

Otis Service and Repair Order

1/5/2023

CUSTOMER NAME

BALDWIN COUNTY COMMISSION FINANCE & ACCOUNTING, 312 COURTHOUSE SQUARE, STE 11 BAY MINETTE, AL 36507 OTIS ELEVATOR COMPANY

351 Creighton Rd. Ste. C3 PENSACOLA, FL 32504 **OTIS CONTACT**

Terrance Coyne

Phone:

Email: Terrance.Coyne@otis.com

PROJECT LOCATION
BALDWIN COUNTY ANNEX IV
105 W. 3RD ST.

BAY MINETTE, AL 36507

PROPOSAL NUMBER QTE-001562282

We propose to furnish the necessary material and labor on the following units:

Unit	Customer Designation
F42616	1

SCOPE OF WORK

Otis will provide labor and material to remove existing Kone drive and install new, upgraded drive. The current Kone drive is obsolete and must be upgraded.

Material provided shall be installed in accordance with the ASME A17.1 Safety Code for Elevators and Escalators.

The customer will be responsible for paying local inspection fees if applicable.

A representative will contact you to schedule the work. All work will be performed during regular working days and hours of the Elevator Trade unless otherwise specified above.

PRICE \$34,900.00 Thirty-four thousand nine hundred dollars

This price is based on a one hundred percent (100%) downpayment in the amount of \$34,900.00 Payment terms:

- The base proposal price is contingent upon receiving a downpayment of one hundred percent (100%)
 of the base contract amount.
- The downpayment amount is due in full prior to Otis ordering material and/or mobilizing.
- if you choose the alternative downpayment amount listed below, the corresponding add shall be applied to the base contract amount.

Downpayment Amount	Price Adjustment Percentage	Authorization (Initial)
50%	+10%	

In the event 100% of the contract price is not paid up front, we must be paid the remaining balance no later than the completion of work. Final invoice will be submitted once work is scheduled.

This proposal, including the provisions printed on the pages following, shall be a binding contract between you, or the party identified below for whom you are authorized to contract (collectively referred to herein as "you"), and us when accepted by you through execution of this proposal by you and approved by our authorized representative; or by your authorizing us to perform work for the project and our commencing such work.

SUGGESTED BY: GABRIEL WATSON

TITLE: Mechanic

Accepted in Duplicate

BALDWIN COUNTY COMMISSION	Otis Elevator Company
Date:	Date:
Signed:	Signed:
Print Name:	Print Name: Anthony Vittorio
Title:	Title: General Manager
Email:	Email: anthony.vittorio@otis.com
Company Name: BALDWIN COUNTY COMMISSION	
a Principal, Owner or Authorized Representative of Principal or Owner	
a Agent (Name of Principal or Owner)	

Page 2 of 2

STATE OF ALABAMA

$\frac{\text{CERTIFICATE OF COMPLIANCE FOR PUBLIC}}{\text{WORKS PROJECT}}$

BALDWIN COUNTY

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

"Quote for Repairs to the Baldwin County Annex IV Elevator Located in Bay Minette, Alabama for the Baldwin County Commission."

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



Baldwin County Commission

Agenda Action Form

File #: 23-0476, Version: 1 Item #: CK1

Meeting Type: BCC Regular **Meeting Date:** 1/17/2023

Item Status: New

From: Zachary Hood, Director of Emergency Management Agency

Submitted by: Vernon Dandridge, EMA Planning and Grants Division Manager

ITEM TITLE

Memorandum of Understanding with Alabama Department of Human Resources and City of Robertsdale to use Baldwin County Coliseum as a Medical Needs Shelter

STAFF RECOMMENDATION

Approve the Memorandum of Understanding (MOU) between the Baldwin County Commission, the Alabama Department of Human Resources and the City of Robertsdale to permit the use of the Baldwin County Coliseum as a Medical Needs Shelter in the event of a disaster declaration.

The term of this MOU shall commence on the date of full execution and shall continue in force and remain binding until or unless decided by the Baldwin County Commission or the City of Robertsdale's governing body.

This MOU hereby supersedes and replaces in its entirety the original MOU between the Alabama Department of Human Resources and Baldwin County Commission, dated February 18, 2020.

BACKGROUND INFORMATION

Background: A Baldwin County medical needs shelter is an emergency shelter of last resort with limited support for people who have physical or mental conditions requiring limited medical/nursing oversight. Pursuant to Code of Alabama 1975 §31-9-8, the Governor of the State of Alabama shall, during the existence of the State of Emergency which exists, pursuant to a disaster of declaration or other executive order exercises his/her right, power and authority to operate emergency management facilities, including medical needs shelters, throughout the State of Alabama. The current MOU expires February 25, 2023.

Previous Commission action/date: February 18, 2020 - Approved the Memorandum of Understanding between the Department of Human Resources and the Baldwin County Coliseum as a "Medical Needs Shelter" during times of emergency or disaster.

FINANCIAL IMPACT

Total cost of recommendation: N/A

Item #: CK1 File #: 23-0476, Version: 1

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. Legal recommendations and approval were received on December 19, 2022.

Reviewed/approved by: Tyler Thull 12/19/2022 vd

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration

Action required (list contact persons/addresses if documents are to be mailed or emailed): 1) Obtain Chairman's signature on the original agreement. 2) Retain one copy for BCC Records. 3) Email one copy of the signed agreement to Alabama Department of Human Resources, tammy.holland@dhr.alabama.gov 4) Email one copy of the signed agreement to EMA Staff members, Danon Smith and Amanda Thweatt. 5) Send original of the signed agreement to City of Robertsdale:

The Honorable Charles Murphy, Mayor City of Robertsdale Post Office Box 429 Robertsdale, Alabama 36567 Attn: Shannon Burkett City of Clerk/Revenue Officer

Additional instructions/notes: Administration - upload MOU to Contracts; notify Admin staff (Keri, Victoria) to mark prior contract inactive/expired.

MEDICAL NEEDS SHELTER MEMORANUM OF UNDERSTANDING

Pursuant to *Code of Alabama* 1975 § 31-9-8, the Governor of the State of Alabama shall, during the existence of the state of emergency which exists pursuant to a disaster declaration or other executive order exercise her right, power, and authority to operate emergency management facilities, including medical needs shelters, throughout the State of Alabama. As her designee, the Department of Human Resources shall provide management for the facilities designated as medical needs shelters operated by the Department of Public Health pursuant to *Code of Alabama* 1975 § 31-9-8(a)(6). All provisions of said section shall apply to the use of the facility.

Said facility, <u>Baldwin County Coliseum</u> shall provide to the Department of Human Resources for temporary use the property located at <u>19477 Fairground Road</u>, <u>Robertsdale</u>. <u>Alabama 36567</u> to utilize the services and facilities contained therein for medical needs shelters starting on the disaster declaration or other executive order and continuing throughout the duration of the emergency that exists pursuant to the declaration or order.

This Agreement shall continue in force and remain binding on each Political Entity until the governing body of a Political Entity takes action, with or without cause or hearing, to withdraw therefrom. Such action shall not be effective until notice thereof has been sent by the Chief Executive of the Political Entity desiring to withdraw to the Baldwin County Commission through its Emergency Management Agency at 23100 McAuliffe Drive, Robertsdale, AL 36567.

Department of Human Resources

ReMigia Coleman, Director

Date

4/30/2022

12/20/2022

City of Robertsdale

Charles H. Murphy, Mayor

150

Baldwin County Commission	
Charles F. Gruber, Chairman Baldwin County Commission	Date
Attest:	
Ronald J. Cink, Budget Director, Interim County Administrator	Date

MEDICAL NEEDS SHELTER MEMORANUM OF UNDERSTANDING

Pursuant to *Code of Alabama* 1975 § 31-9-8, the Governor of the State of Alabama shall, during the existence of the state of emergency which exists pursuant to a disaster declaration or other executive order exercise his right, power and authority to operate emergency management facilities, including medical needs shelters, throughout the State of Alabama. As his designee, the Department of Human Resources shall provide management for the facilities designated as medical needs shelters operated by the Department of Public Health pursuant to *Code of Alabama* 1975 § 31-9-8(3). All provisions of said section shall apply to the use of the facility.

Said facility, <u>Baldwin County Coliseum</u>, shall provide to the Department of Human Resources for temporary use the property located at <u>19477</u> Fairground Road, Robertsdale, Alabama 36567 to utilize the services and facilities contained therein for medical needs shelters starting on the disaster declaration or other executive order and continuing throughout the duration of the emergency that exists pursuant to the declaration or order.



Baldwin County Commission

Agenda Action Form

File #: 23-0487, Version: 1 Item #: CL1

Meeting Type: BCC Regular Meeting

Meeting Date: 1/17/2023

Item Status: New

From: Terri Graham, Development and Environmental Director

Suzanne Doughty, Senior Accountant

Submitted by: Suzanne Doughty, Senior Accountant

ITEM TITLE

Baldwin County Solid Waste Uncollectible Residential Accounts - January 2023

STAFF RECOMMENDATION

Approve the uncollectible residential garbage accounts list for write-offs in the amount of \$316.00.

BACKGROUND INFORMATION

Previous Commission action/date:

10/18/2022 - Approved to write off \$1,062.00 of uncollectible residential garbage accounts - October 2022.

11/16/2022 - Approved to write off \$258.00 of uncollectible residential garbage accounts - November 2022.

12/20/2022 - Approved to write off \$703.00 of uncollectible residential garbage accounts - December 2022.

Background: The accounts listed in the attached spreadsheet all have balances that are uncollectible. All accounts listed have been thoroughly reviewed by Baldwin County Solid Waste Deputy, Solid Waste Officers and / or the Senior Accountant. All accounts have undergone the following procedure as prescribed for by both State Law and County Commission Resolution (where forwarding address is verifiable and within Baldwin County:

- 1) Notice of delinquency provided. Statement contains Past Due watermark.
- 2) If account is not brought current by the first week of the following billing month, a Notice of Show Cause Hearing is mailed immediately.
- 3) If account remains delinquent after subsequent attempts to collect, a delinquency letter is sent via the District Attorney's office.
- When deemed appropriate, house visits or do not pick-up service orders will be implemented.

Item #: CL1 File #: 23-0487, Version: 1

5) If account remains delinquent after all attempts to collect (noted above) have been exhausted, the account holder, where appropriate, is referred to the District Attorney for possible criminal prosecution.

FINANCIAL IMPACT

Total cost of recommendation: \$316.00

Budget line item(s) to be used: 511.14990 Allowance for uncollectible accounts

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

N/A

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

<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: Solid Waste Collection Administration and Finance and Accounting Department

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

Additional instructions/notes: N/A

Baldwin County Solid Waste Residential Uncollectible Accounts January 2023

BillToName	BillToCity	BillToState	Reason	Service	e Fees	Late F	ees	BalanceTotal	DA Letter	Cert SC	Summons
Berry, Randee	Robertsdale	AL	Unable to Locate	\$	64.00	\$	-	\$64.00	Χ	Χ	Χ
Clopton, Gary	Bay Minette	AL	Deceased - DOD: 11/28/2022	\$	150.00	\$	-	\$150.00		Χ	
Holbrook, Valerie	Cantonment	FL	Out of State	\$	34.00	\$	-	\$34.00	Χ	Χ	
Nord, Frank	Pensacola	FL	Out of State	\$	54.00	\$	-	\$54.00	Х	Χ	
Pendergrass, Timothy	Valdosta	GA	Out of State	\$	14.00	\$	-	\$14.00	Χ	Χ	

316.00



Baldwin County Commission

Agenda Action Form

File #: 23-0521, Version: 1 Item #: CN1

Meeting Type: BCC Regular Meeting

Meeting Date: 1/17/2023

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. HW22149 - Blueberry Lane (Tract 1)

STAFF RECOMMENDATION

Take the following actions:

- 1) Accept 2.263 acres on Blueberry Lane (Tract 1) as a right-of-way donated to Baldwin County by Fairhope Single Tax Corporation on July 6, 2022 (Instrument No. 2010106 of Baldwin County Judge of Probate); and
- 2) Related to the aforesaid, authorize the Chairman to execute IRS form 8283 for the donated right-of-way.

BACKGROUND INFORMATION

Background: On July 6, 2022, the Baldwin County Highway Department accepted a right-of-way donation on Blueberry Lane from Fairhope Single Tax Corporation.

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 #: CN1 File #: 23-0521, 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 Fairhope Single Tax Corporation and send copy to Tate Chalfant.

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

Contact:

Fairhope Single Tax Corporation 336 Fairhope Avenue Fairhope, Alabama 36532

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

Fairhope Single Tax Corporation

Identifying number

Sect	i on A. Donate (or a gro securiti	oup of similar	items) for	whic	h yo	ou c	laim	ed a	a d	edu	icti	on (of \S	55,0	00 or	t in this section less. Also list p 100. See instruc	ublio	cly traded
Par		tion on Dona																
1						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 (For a vehicle, enter the year mileage. For securities an see instructions).												nake, model, and other property,
Α					П					П	I	П	П					
В					П					П	Ι		П					
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	(d) Date of the contribution	(e) Date acquired by donor (mo., yr.)	(f) How	acqui donor	ired			Dono adjust						arket tructi	value ons)	(i) Method u the fair		
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Note	historical memor	rabilia, and other solude coins, stam	similar object ps, books, g	is. ems, j	jewe	lry, s	ports	mer	nora	abilia	a, do	olls,	etc.	, but	not art	textiles, carpets, sas defined above.		rare manuscripts
3		on of donated prope ce, attach a separat		d												ras donated, give a bri	ef jift.	(c) Appraised fair market value
Α	2.263 Acres for C	ounty Road ROV	V		V	erv (Good											
В					Ť	- · · · ·											\top	
С																		
	(d) Date acquired by donor (mo., yr.)	(e) Ho	w acquired by	donor	r) Don adjus				(g)	ent	barga er am eceiv		, (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 Fairhope Single Tax Corporation Partial Interests and Restricted Use Property (Other Than Qualified Conservation Contributions) -Part II Complete lines 4a through 4e if you gave less than an entire interest in a property listed in Section B, Part I. Complete lines 5a through 5c if conditions were placed on a contribution listed in Section B, Part I; also attach the required statement. See instructions. Enter the letter from Section B, Part I that identifies the property for which you gave less than an entire interest If Section B, Part II applies to more than one property, attach a separate statement. Total amount claimed as a deduction for the property listed in Section B, Part I: (1) For this tax year . (2) For any prior tax years Name and address of each organization to which any such contribution was made in a prior year (complete only if different from the donee organization in Section B, Part V, below): Name of charitable organization (donee) Address (number, street, and room or suite no.) City or town, state, and ZIP code For tangible property, enter the place where the property is located or kept Name of any person, other than the donee organization, having actual possession of the property Yes No 5a Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property? Did you give to anyone (other than the donee organization or another organization participating with the donee organization in cooperative fundraising) the right to the income from the donated property or to the possession of the property, including the right to vote donated securities, to acquire the property by purchase or otherwise, or to designate the person having such income, possession, or right to acquire? . . . **c** Is there a restriction limiting the donated property for a particular use? Part III Taxpayer (Donor) Statement - List each item included in Section B, Part I above that the appraisal identifies as having a value of \$500 or less. See instructions. I declare that the following item(s) included in Section B, Part I above has to the best of my knowledge and belief an appraised value of not more than \$500 (per item). Enter identifying letter from Section B, Part I and describe the specific item. See instructions. Signature of taxpayer (donor) Date Declaration of Appraiser I declare that I am not the donor, the donee, a party to the transaction in which the donor acquired the property, employed by, or related to any of the foregoing persons, or married to any person who is related to any of the foregoing persons. And, if regularly used by the donor, donee, or party to the transaction, I performed the majority of my appraisals during my tax year for other persons. Also, I declare that I perform appraisals on a regular basis; and that because of my qualifications as described in the appraisal, I am qualified to make appraisals of the type of property being valued. I certify that the appraisal fees were not based on a percentage of the appraised property value. Furthermore, I understand that a false or fraudulent overstatement of the property value as described in the qualified appraisal or this Form 8283 may subject me to the penalty under section 6701(a) (aiding and abetting the understatement of tax liability). I understand that my appraisal will be used in connection with a return or claim for refund. I also understand that, if there is a substantial or gross valuation misstatement of the value of the property claimed on the return or claim for refund that is based on my appraisal, I may be subject to a penalty under section 6695A of the Internal Revenue Code, as well as other applicable penalties. I affirm that I have not been at any time in the three-year period ending on the date of the appraisal barred from presenting evidence or testimony before the Department of the Treasury or the Internal Revenue Service pursuant to 31 U.S.C. 330(c). Sign Appraiser signature Here Title Appraiser name Business address (including room or suite no.) Identifying number City or town, state, and ZIP code **Donee Acknowledgment** Part V This charitable organization acknowledges that it is a qualified organization under section 170(c) and that it received the donated property as described in Section B, Part I, above on the following date July 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. HW22149
Blueberry Ln
Resurface from Gayfer Rd Ext
to EOM
05-46-01-11-0-000-001.003
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), Fairhope Single Tax Corporation, conveying property not part of their homestead, have this day bargained and sold, and by these presents do hereby GRANT, BARGAIN, SELL and CONVEY unto Baldwin County, Alabama, the following described property:

A part of the Southeast Quarter and a part of the Southwest Quarter of Section 11, Township 6 South, Range 2 East, identified as Tract Number 1 on the Blueberry Ln, Project No. HW22149 in Baldwin County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing at a purported Southeast corner of the Southwest Quarter of Section 11, Township 6 South, Range 2 East, in Baldwin County, Alabama;

Thence N89°46'9"W along the south line of said Quarter/Quarter a distance of 29.47 feet to a point;

Thence N0°21'46"E a distance of 29.83 feet to a capped rebar found on the acquired right-of-way line at the grantor's Southwest property corner, being the Point of Beginning;

Thence N0°13'38"E along the acquired right-of-way line a distance of 630.65 feet to capped rebar found;

Thence N0°33'47"E along the acquired right-of-way line a distance of 393.39 feet to a capped rebar found;

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT P.O. BOX 220 SILVERHILL, ALABAMA 36576 BALDWIN COUNTY, ALABAMA
HARRY D'OLIVE, JR. PROBATE JUDGE
Filed/cert. 7/ 7/2022 1:01 PM
TOTAL \$ 0.00
6 Pages





Thence N0°32'9"E along the acquired right-of-way line a distance of 270.57 feet to a capped rebar found;

Thence N0°26'58"E along the acquired right-of-way line a distance of 329.92 feet to a point, monument to be set;

Thence S89°39'31"E along the acquired right-of-way line a distance of 59.66 feet to a point on the grantor's east property line, monument to be set:

Thence S0°23'36"W along the acquired right-of-way line a distance of 1,624.66 feet to the grantor's Southeast property corner, monument to be set;

Thence N89°31'50"W along the acquired right-of-way line a distance of 60.00 feet to the grantor's Southwest property corner, being the Point of Beginning of the property herein conveyed and containing 2.263 acres, more or less.

And as shown on the right of way map of record in the Baldwin County Highway Department, a copy of which is also deposited in the office of the Judge of Probate as an aid to persons and entities interested therein and as shown on the Property Sketch attached hereto and made a part hereof.

TO HAVE AND TO HOLD, unto Baldwin County, Alabama, its successors and assigns in fee simple forever.

AND FOR THE CONSIDERATION AFORESAID, I (we) do for myself (ourselves), for my (our) heirs, executors administrators, successors, and assigns covenant to and with Baldwin County, Alabama, that I (we) am (are) lawfully seized and possessed in fee simple of said tract or parcel of land hereinabove described; that I (we) have a good and lawful right to sell and convey the same as aforesaid; that the same is free of all encumbrances, liens, and claims, except the lien for ad valorem taxes which attached on October 1, last past, and which is to be paid by the grantor; and that I (we) will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

THE GRANTOR(S) HEREIN FURTHER COVENANT(S) AND AGREE(S), that the purchase price above-stated is in full compensation to him-her (them) for this conveyance.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal this , 2022. Fairhope Single Tax Corporation Lee Turner, Its President Reuben E. Davidson, III, Its Secretary ACKNOWLEDGMENT STATE OF ALABAMA COUNTY OF BALDWI , a Notary Public, in and for said County in said State, hereby certify that Lee Turner, whose name as President of the Fairhope Single Tax Corporation and Reuben E. Davidson, III, whose name as Secretary of the Fairhope Single Tax Corporation, 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 as such officers and with full authority, executed the same voluntarily for and as the act of corporation. Given under my hand and official seal this NOTARY PUBLIC Commission Expires:

WAIVER OF RIGHTS TO APPRAISAL AND JUST COMPENSATION AND RIGHT-OF-ENTRY

BLUEBERRY LN RESURFACE FROM GAYFER RD EXT TO EOM PROJECT NO. HW22149 BALDWIN COUNTY, ALABAMA TRACT 1

I (We) the undersigned property owner(s) do hereby acknowledge that I (we) have been made aware of my (our) rights to an appraisal and just compensation and in further consideration of the benefits accrued to my (our) property from the above-referenced project, I (we) do hereby waive my (our) rights to said appraisal and just compensation and grant right-of-entry for the construction of same.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day of ______, 2022.

Fairhope Single Tax Corporation

Lee Turner, Its President

Reuben E. Davidson III, Its Secretary

ACKNOWLEDGMENT

STATE OF ALABAMA

.

I, _______, a Notary Public, in and for said County in said State, hereby certify that Lee Turner and Reuben E. Davidson, III, whose names as President and Secretary of the Fairhope Single Tax Corporation 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

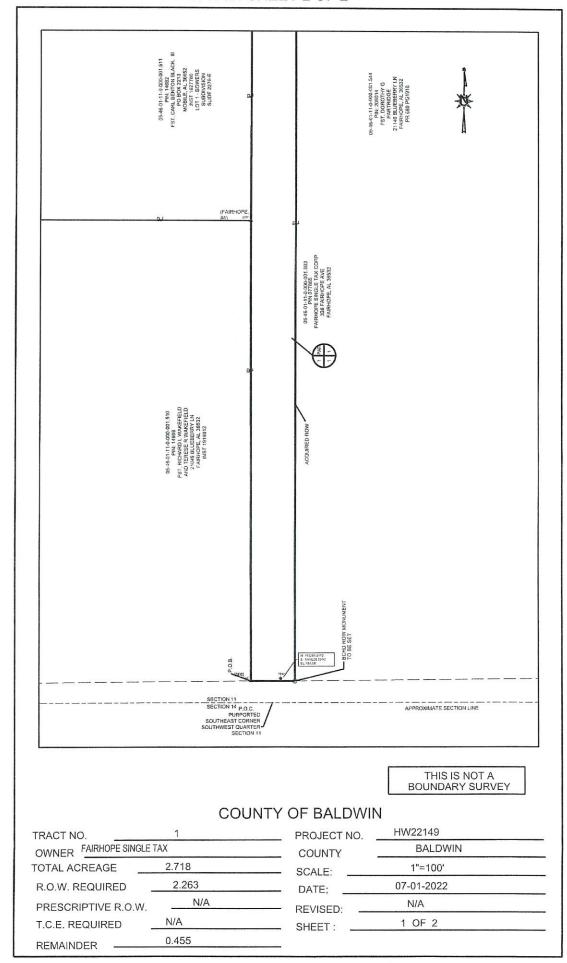
NOTARY PUBLIC

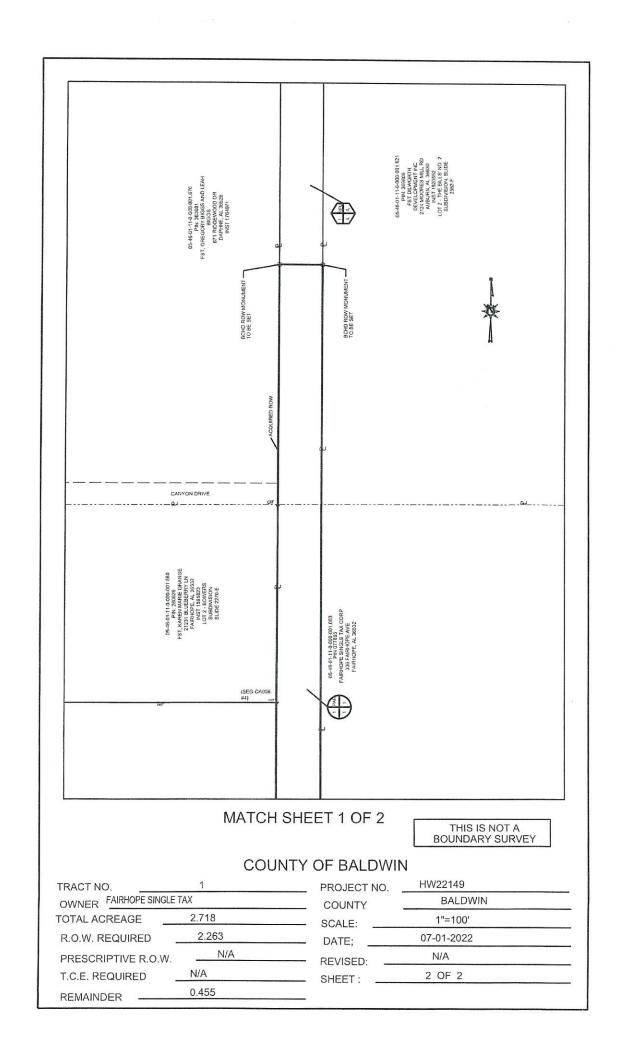
My Commission Expires

HOTARY

My Commission Expires

July 29, 2023







BLUEBERRY LANE TR 1







Baldwin County Commission

Agenda Action Form

File #: 23-0489, Version: 1 Item #: CN2

Meeting Type: BCC Regular Meeting

Meeting Date: 1/17/2023

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. HW21177 and HW08392 -Boros Road (Tract 1)

STAFF RECOMMENDATION

Take the following actions:

- 1) Accept 1.675 acres on Boros Road (Tract 1) as a right-of-way donated to Baldwin County by James C. Kaiser and Susan H. Kaiser a/k/a Susan M. Kaiser on October 13, 2022 (Instrument No. 2028812 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 13, 2022, the Baldwin County Highway Department accepted a right-ofway donation on Boros Road from James C. Kaiser and Susan H. Kaiser a/k/a Susan M. Kaiser.

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 #: CN2 File #: 23-0489, 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 James and Susan Kaiser and send copy to Tate Chalfant.

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

Contact:

James and Susan Kaiser 14333 Boros Road Elberta, Alabama 36530

Additional instructions/notes: N/A

Form **8283** (Rev. November 2022)

Department of the Treasury

Internal Revenue Service

Noncash Charitable Contributions

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

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

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

OMB No. 1545-0074

Attachment Sequence No. **155**

Name(s) shown on your income tax return

James C. Kaiser and Susan H. Kaiser

Identifying number

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Note	: In certain cases	, you must atta	ch a qualifi	ed ap	prai	sal o	of the	pro	per	ty. S	See	inst	ructi	ons.			
3		on of donated prope ce, attach a separat		d												onated, give a brief the time of the gift.	(c) Appraised fair market value
Α	1.675 Acres for C	ounty Road ROV	V		V	ery G	Good										
В																	
С																	
	(d) Date acquired by donor (mo., yr.)	(e) Ho	w acquired by	donoi	r			Dono adjus			or		nter a	gain sale amount eived) 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 James C. Kaiser and Susan H. Kaiser 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 13, 2022 Furthermore, this organization affirms that in the event it sells, exchanges, or otherwise disposes of the property described in Section B, Part I (or any portion thereof) within 3 years after the date of receipt, it will file Form 8282. Donee Information Return, with the IRS and give the donor a copy of that form. This acknowledgment does not represent agreement with the claimed fair market value. Does the organization intend to use the property for an unrelated use? Name of charitable organization (donee) **Employer identification number Baldwin County Commission** Address (number, street, and room or suite no.) City or town, state, and ZIP code 312 Courthouse Square, Suite 11 Bay Minette, Alabama 36507

> Title Chairman

Authorized signature

Date

THIS INSTRUMENT PREPARED BY THE BALDWIN COUNTY HIGHWAY DEPARTMENT ROBERTSDALE, ALABAMA 36567

STATE OF ALABAMA)

COUNTY OF BALDWIN)

Project No. HW21177 & HW08392
Drainage Improvements
Boros Rd at Cheryl Ln
G, D, B, & Pave from Frank Rd to
Comstock Rd
05-53-06-14-0-000-010.000
05-53-06-14-0-000-009.000
Tract No. 1

BALDWIN COUNTY, ALABAMA
HARRY D'OLIVE, JR. PROBATE JUDGE
Filed/cert. 10/14/2022 9:05 AM
TOTAL \$ 0.00
7 Pages

FEE SIMPLE WARRANTY DEED **医连张双股紧紧紧**

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten dollars (\$10.00), cash in hand paid to the undersigned by Baldwin County, Alabama, the receipt of which is hereby acknowledged, I (we), the undersigned Grantor(s), James C. Kaiser and Susan H. Kaiser A/K/A Susan M. Kaiser, 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 Northeast Quarter the Southeast Quarter of Section 14, Township 7 South, Range 5 East, identified as Tract Number 1 on the Boros Rd, Project No. HW21177 & HW08392 in Baldwin County, Alabama and being more fully described as follows:

Commencing at a 6 inch concrete monument found at the southeast corner of the Southeast Quarter of Section 14, Township 7 South, Range 5 East, in Baldwin County, Alabama;

Thence N00°02'13"E along the east line of said Section a distance of 1,332.72 feet to the grantor's southeast property corner and being the Point of Beginning of the property herein to be conveyed;

Thence N89°54'31"W along the grantor's south property line a distance of 20.00 feet to a point on the acquired right-of-way line;

Thence N00°02'13"E along the acquired right-of-way line a distance of 1,277.36 feet to a point (said point is offset 30.00 feet left of and perpendicular to project centerline at Station 36+10.07);

Thence N44°57'36"W along the acquired right-of-way line a distance of 35.36 feet to a point (said point is offset 55.00 feet left of and perpendicular to project centerline at Station 36+35.08);

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT P.O. BOX 220 SILVERHILL, ALABAMA 36576 Thence N89°57'25"W along the acquired right-of-way line a distance of 1,283.45 feet to a point on the grantor's west property line;

Thence N00°00'12"W along the grantor's west property line a distance of 30.00 feet to the grantor's northwest property corner;

Thence S89°57'25"E along the grantor's north property line a distance of 1,338.47 feet to the grantor's northeast property corner;

Thence S00°02'13"W along the grantor's east property line a distance of 660.00 feet to the grantor's property corner;

Thence N90°0'00"W along the grantor's property line a distance of 20.00 feet to the grantor's property corner;

Thence S00°0'00"E along the grantor's property line a distance of 330.00 feet to the grantor's property corner;

Thence N90°00'00"E along the grantor's property line a distance of 19.79 feet to the grantor's property corner;

Thence S00°02'13"W along the grantor's east property line a distance of 342.00 feet to the Point of Beginning of the property herein conveyed and containing 1.675 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.

this

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal the/3 day of, 2022.
James C. Kaiser
James C. Kaiser
Susan H. Kaiser A/K/A Susan M. Kaiser ACKNOWLEDCMENT
ACKNOWLEDGMENT
STATE OF ALABAMA)
COUNTY OF BALDWIN)
I, Blakely L. Hall a Notary Public, in and for said County in said State, hereby
certify that James C. Kaiser and Susan H. Kaiser A/K/A Susan M. Kaiser, 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>\lambda</u> day of <u>OCTOBEV</u> , 2022. NOTARY PUBLIC

My Commission Expires:

Commission Expires: August 21, 2024

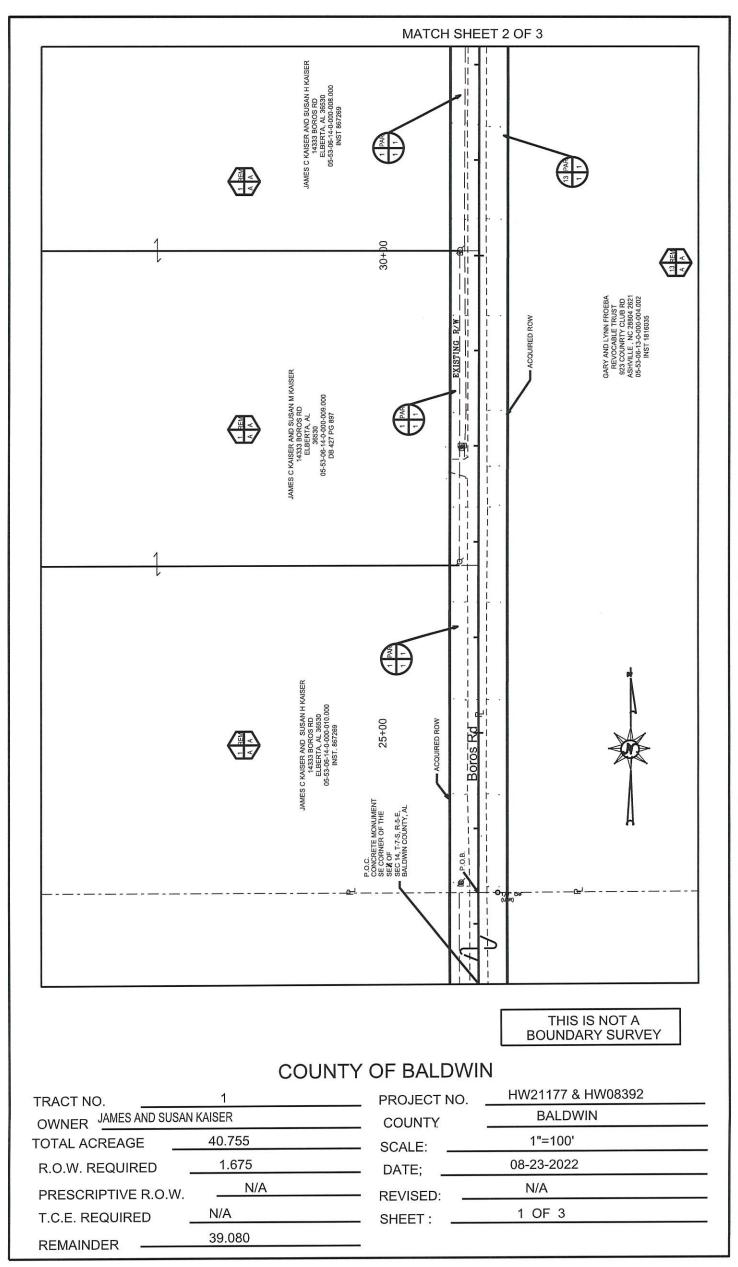
WAIVER OF RIGHTS TO APPRAISAL AND JUST COMPENSATION AND RIGHT-OF-ENTRY

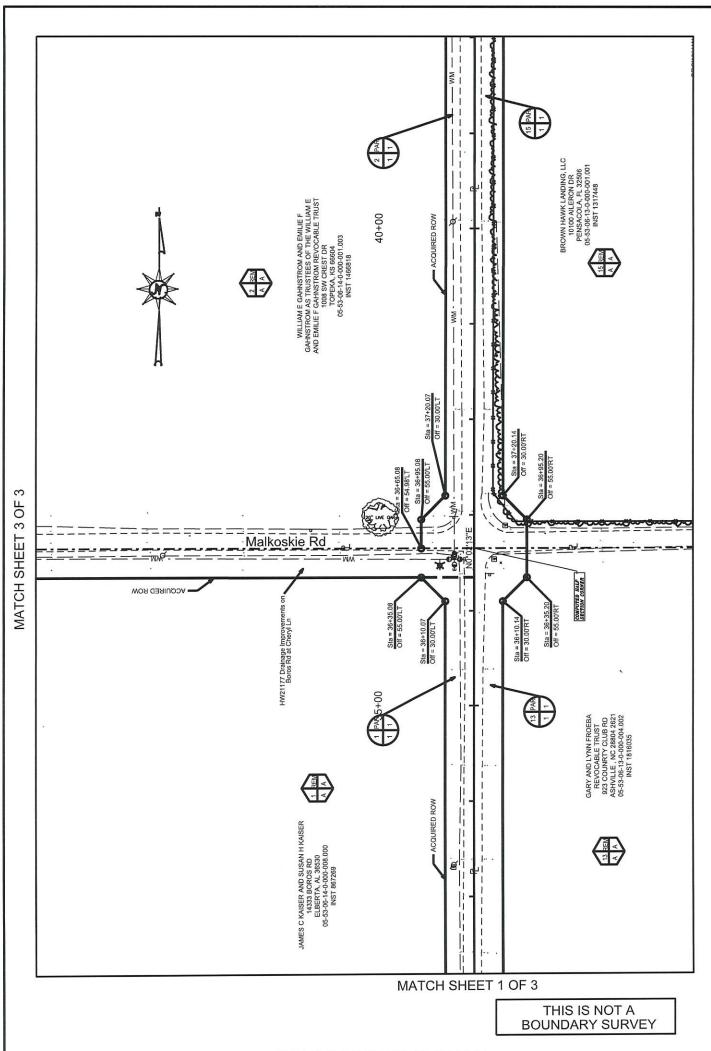
BOROS RD DRAINAGE IMPROVEMENTS AT CHERYL LN G,D,B & PAVE FROM FRANK RD TO COMSTOCK RD PROJECT NO. HW21177 & HW08392 BALDWIN COUNTY, ALABAMA TRACT 1

I (We) the undersigned property owner(s) do hereby acknowledge that I (we) have been made aware of my (our) rights to an appraisal and just compensation and in further consideration of the benefits accrued to my (our) property from the above-referenced project, I (we) do hereby waive my (our) rights to said appraisal and just compensation and grant right-of-entry for the construction of same.

My Commission Expires: My Commission Expires August 21, 2024

NOTARY PUBLIC

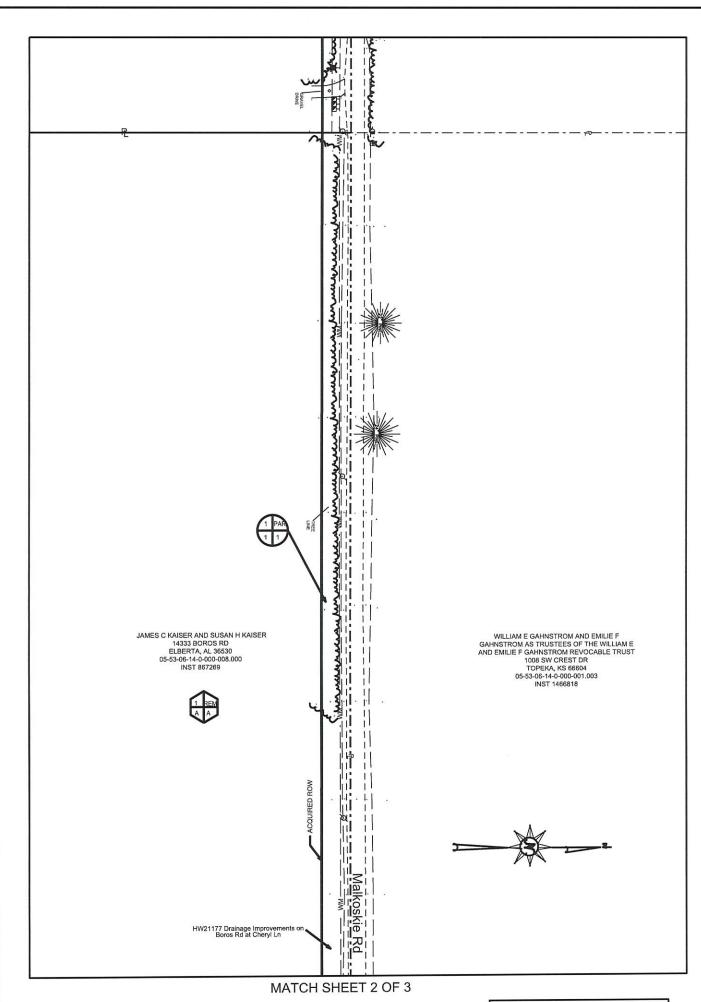




COUNTY OF BALDWIN

TRACT NO.	1
OWNER JAMES AND SUSAN	KAISER
TOTAL ACREAGE	40.755
R.O.W. REQUIRED	1.675
PRESCRIPTIVE R.O.W.	N/A
T.C.E. REQUIRED	N/A
DEMAINDED	39.080

PROJECT NO.	HW21177 & HW08392	
COUNTY	BALDWIN	
SCALE:	1"=100'	
DATE;	08-23-2022	
REVISED:	N/A	
SHEET:	2 OF 3	
OHLLI		



THIS IS NOT A BOUNDARY SURVEY

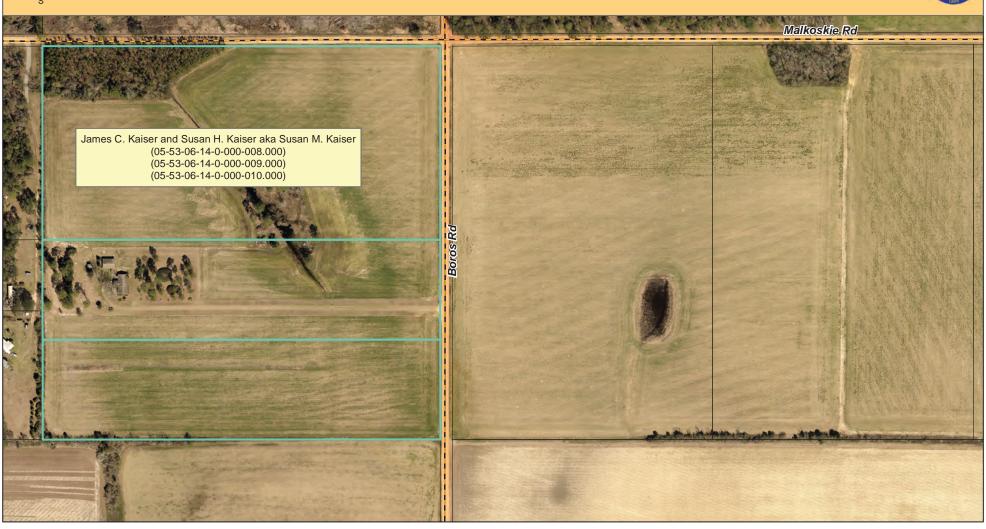
COUNTY OF BALDWIN

TRACT NO.	1	PROJECT NO.	HW21177 & HW08392
OWNER JAMES AND SUSAN	KAISER	COUNTY	BALDWIN
TOTAL ACREAGE	40.755	SCALE:	1"=100'
R.O.W. REQUIRED	1.675	DATE;	08-23-2022
PRESCRIPTIVE R.O.W.	N/A	REVISED:	N/A
T.C.E. REQUIRED	N/A	SHEET:	3 OF 3
REMAINDER ———	39.080		
·			



BOROS ROAD TR 1







Baldwin County Commission

Agenda Action Form

File #: 23-0490, Version: 1 Item #: CN3

Meeting Type: BCC Regular Meeting

Meeting Date: 1/17/2023

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. HW21177 - Boros Road (Tract 2)

STAFF RECOMMENDATION

Take the following actions:

- 1) Accept 0.459 acres on Boros Road (Tract 2) as a right-of-way donated to Baldwin County by The William E. and Emilie F. Gahnstrom Revocable Trust dated May 21, 2014, on December 5, 2022 (Instrument No. 2037929 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 December 5, 2022, the Baldwin County Highway Department accepted a right-ofway donation on Boros Road from The William E. and Emilie F. Gahnstrom Revocable Trust.

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 #: CN3 File #: 23-0490, 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 William E. Gahnstrom and Emilie F. Gahnstrom and send copy to Tate Chalfant.

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

Contact:

William E. Gahnstrom and Emilie F. Gahnstrom 1008 SW Crest Drive Topeka, Kansas 66604

Additional instructions/notes: N/A

Form **8283** (Rev. November 2022)

Department of the Treasury

Internal Revenue Service

Noncash Charitable Contributions

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

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.

Section A. Donated Property of \$5,000 or Less and Publicly Traded Securities - List in this section only an item

OMB No. 1545-0074

Attachment Sequence No. **155**

Name(s) shown on your income tax return

The William E. and Emilie F. Gahnstrom Revocable Trust dated May 21, 2014

Identifying number

																less. Also list pul 00. See instructi		
Par	t I Informa	tion on Donat	ted Prope	rty	<u>— I1</u>	you	ı ne	ed	mo	re s	spac	ce,	atta	ch a	stater	ment.		
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Note	(d) Date of the contribution	(e) Date acquired by donor (mo., yr.)	(f) How		uired			(g) D	onor	r's co	st	(h)	Fair		t value	(i) Method used the fair ma	d to determine	
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Par 2	which y Section qualifie t I Informa Check the box	rou claimed a of A). Provide a depraisal is of tion on Donate that describes	deduction separate f generally redefered Properate the type of	of form equerty pro	mo n fo uire	re thor ea	nan ach r ite onat	\$5,0 item ems ed.	000 n do rep) pe ona oor	er ite ted able	em un e in	or g less Se	roup it is	exce) part o	_	reportable in	
	b Qualified c Equipm d Art* (con	ntribution of less	Contributio than \$20,0	n [^] 000)		dra	e f g h		Sec Col Inte	curi llec ellec	ibles	s** Pro	per	•		i	household items	
Note	historical memor	rabilia, and other s clude coins, stamp	similar object os, books, ge	ts. ems	, jev	velry,	spo	rts n	nem	oral	oilia,	doll	s, etc	c., but	t not art	as defined above.	er, raie manuscripts	
3	(a) Descripti	on of donated prope ce, attach a separate	rty (if you need		•	(b)	If any	tangi	ible p	oerso	nal p	rope	rty or	real pr	roperty w	as donated, give a brief ty at the time of the gift.	(c) Appraised fair market value	
Α	0.459 Acres for C	County Road ROV	V			Ver	y Go	od										
В																		
С												_				T		
	(d) Date acquired by donor	(e) Ho	w acquired by	don	or			(f) [Jone		+	r 1	g) Fo		ain sales		(i) Date of	
	(mo., yr.)								djust				er	nter an receiv		as a deduction (see instructions)	contribution (see instructions)	

Form 8283 (Rev. 11-2022) Page 2 Name(s) shown on your income tax return Identifying number The William E. and Emilie F. Gahnstrom Revocable Trust dated May 21, 2014 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 December 5, 2022 Furthermore, this organization affirms that in the event it sells, exchanges, or otherwise disposes of the property described in Section B, Part I (or any portion thereof) within 3 years after the date of receipt, it will file Form 8282. Donee Information Return, with the IRS and give the donor a copy of that form. This acknowledgment does not represent agreement with the claimed fair market value. Does the organization intend to use the property for an unrelated use? Name of charitable organization (donee) **Employer identification number Baldwin County Commission** Address (number, street, and room or suite no.) City or town, state, and ZIP code

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. HW21177
Drainage Improvements
Boros Road at Cheryl Ln
05-53-06-14-0-000-001.003
Tract No. 2

FEE SIMPLE WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten dollars (\$10.00), cash in hand paid to the undersigned by Baldwin County, Alabama, the receipt of which is hereby acknowledged, I (we), the undersigned Grantor(s), The William E. and Emilie F. Gahnstrom Revocable Trust dated May 21, 2014, 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 Southeast Quarter the Northeast Quarter of Section 14, Township 7 South, Range 5 East, identified as Tract Number 2 on the Boros Rd, Project No. HW21177 in Baldwin County, Alabama and being more fully described as follows:

Commencing at a ½ inch rebar found at the Northeast corner of Northeast Quarter of the Section 14, Township 7 South, Range 5 East, in Baldwin County, Alabama;

Thence S00°02'13"W along the east line said Section a distance of 1,998.80 feet to the grantor's northeast property corner and being the Point of Beginning of the property herein to be conveyed;

Thence S00°02'13"W along the grantor's east property line a distance of 666.27 feet to the grantor's southeast property corner;

Thence N89°57'25"W along the grantor's south property line a distance of 54.98 feet to a point on the acquired right-of-way line (said point is offset 54.98 feet left of and perpendicular to project centerline at Station 36+65.08);

Thence N00°00'00"E along the acquired right-of-way line a distance of 30.00 feet to a point (said point is offset 55.00 feet left of and perpendicular to project centerline at Station 36+95.08);

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. 12/13/2022 10:38 AM TOTAL \$ 0.00 5 Pages Thence N45°02'24"E along the acquired right-of-way line a distance of 35.35 feet to a point (said point is offset 30.00 feet left of and perpendicular to the project centerline at Station 37+20.07);

Thence N00°02'13"E along the acquired right-of-way line a distance of 611.26 feet to a point on the grantor's north property line;

Thence S89°58'35"E along the grantor's north property line a distance of 30.00 feet to the Point of Beginning of the property herein conveyed and containing 0.459 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.

Commission Expires: 1.01.20 21

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal this the day of
William E. Gahnstrom As Trustee
Emilie F. Gahnstrom As Trustee
ACKNOWLEDGMENT
STATE OF KANSAS) COUNTY OF SHAWNER
COUNTY OF SWAWNER)
I, William E. Gahnstrom and Emilie F. Gahnstrom, as Trustees, of the William E. and Emilie F. Gahnstrom Revocable Trust dated May 21, 2014, whose names are, signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, they executed the same voluntarily on the day the same bears date.
Given under my hand and official seal this day of developer, 2022.
Misty S. Pritz Notary Public State of Kansas My Appt. Expires 9.2924

BOROS RD DRAINAGE IMPROVEMENTS AT CHERYL LN PROJECT NO. HW21177 BALDWIN COUNTY, ALABAMA TRACT 2

I (We) the undersigned property owner(s) do hereby acknowledge that I (we) have been made aware of my (our) rights to an appraisal and just compensation and in further consideration of the benefits accrued to my (our) property from the above-referenced project, I (we) do hereby waive my (our) rights to said appraisal and just compensation and grant right-of-entry for the construction of same.

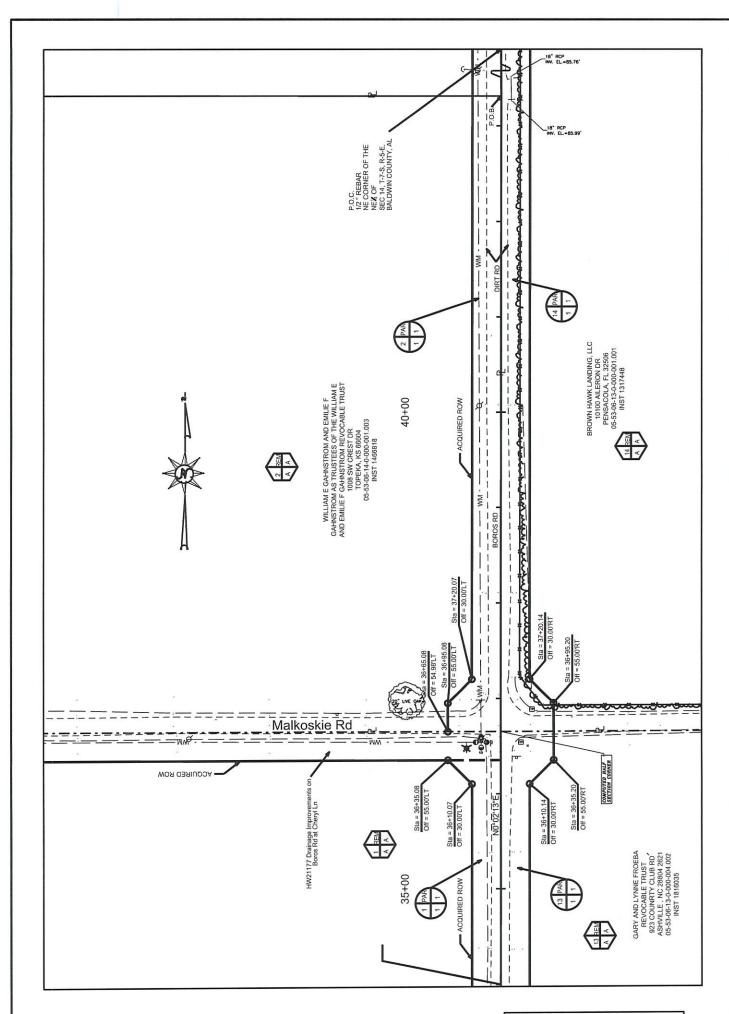
IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the

W & Yalacter

My Commission Expires 11,09,2024

_ day of DECEMBER, 2022.

	William E. Gahnstrom As Trustee
	Emilie F. Gahnstrom As Trustee
ACKNOWLEDGE	MENT
STATE OF LANSON)	
COUNTY OFSTAMPLE)	
I, William E. Gahnstrom and Emilie F. Gahnstrom, as Tr Revocable Trust dated May 21, 2014, whose names are, sign to me, acknowledged before me on this day that, being it executed the same voluntarily on the day the same bears date	ned to the foregoing conveyance and who are known informed of the contents of this conveyance, they
Given under my hand and official seal this	day of OCOM OCV 2022.
Misty S. Prib Notary Public State of Kansas My Appt. Expires (109.2024)	MOTARY PUBLIC



THIS IS NOT A BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO.	2	PROJECT NO.	
OWNER REVOCABLE TRUST	TROM	COUNTY	2
TOTAL ACREAGE	20.469	SCALE:	
R.O.W. REQUIRED	0.459	DATE:	
PRESCRIPTIVE R.O.W.	N/A	REVISED:	
T.C.E. REQUIRED	N/A	SHEET:	
REMAINDER	20.010		

PROJECT NO. HW21177

COUNTY BALDWIN

SCALE: 1"=100'

DATE; 08-23-2022

REVISED: N/A

SHEET: 1 OF 1



BOROS ROAD TR 2







Baldwin County Commission

Agenda Action Form

File #: 23-0491, Version: 1 Item #: CN4

Meeting Type: BCC Regular Meeting

Meeting Date: 1/17/2023

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. HW21177 - Boros Road (Tract

STAFF RECOMMENDATION

Take the following actions:

- 1) Accept 0.459 acres on Boros Road (Tract 4) as a right-of-way donated to Baldwin County by Martha C. Bender Early, Margaret Susann Neubert, Katherine Louise Suggs and Emilie Frances Gahnstrom on November 14, 2022, November 28, 2022, November 30, 2022, and December 5, 2022 (Instrument No. 2037930 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 November 14, 2022, November 28, 2022, November 30, 2022, and December 5, 2022, the Baldwin County Highway Department accepted a right-of-way donation on Boros Road from Martha C. Bender Early, Margaret Susann Neubert, Katherine Louise Suggs and Emilie Frances Gahnstrom.

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

File #: 23-0491, Version: 1 Item #: CN4

The County affirms that it will file an IRS information return should it dispose of the property within three (3) years after the date of receipt; and

3) The County states whether it intends to use the property for an unrelated use.

Previous Commission action/date: N/A

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration Staff prepare correspondence and have Chairman sign IRS form. Mail original to Martha Early, Margaret Neubert, Katherine Suggs and Emilie Gahnstrom and send copy to Tate Chalfant.

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

Contact:

Martha Early, Margaret Neubert, Katherine Suggs and Emilie Gahnstrom File #: 23-0491, Version: 1 Item #: CN4

8495 Desert Oak Court Mobile, Alabama 36695

Additional instructions/notes: N/A

Form **8283** (Rev. November 2022)

Department of the Treasury

Internal Revenue Service

Noncash Charitable Contributions

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

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

OMB No. 1545-0074

Attachment Sequence No. **155**

Name(s) shown on your income tax return

Identifying number

Marth	a C. Bender, Març	garet Susann Ne	ubert, Kather	ine Lou	ise Su	ggs a	nd E	milie	Fra	nces	Gah	nstron	n			
Note	: Figure the amo	unt of your cont	ribution ded	luction	before	com	npieti	ng tr	nis t	orm.	See	your 1	tax ı	return instruction	ons.	
Sect	ion A. Donate (or a gro securition	ed Property of oup of similar es and certain	items) for w	vhich y	ou cl	aime	ed a	dedı	ucti	on o	of \$5	5,000	or le	ess. Also list p	oub	licly traded
Par	t I Informa	tion on Dona	ted Proper	rty—If	you r	eed	mor	e sp	ace	, att	ach	a sta	tem	nent.		
1		ne and address of th nee organization	е	(b) If dor check t nur		Also e	nter th	ne veh	icle i	dentifi	icatio		For a	scription and condi a vehicle, enter the leage. For securities see instru	year, s and	d other property,
Α					П	П				П	Ι					
В										П	Ι					
С					Ш	П				П	Ι					
D					П					П	Ι					
E					П	П	$\frac{\Box}{\Box}$		Т	П	Τ					
Note	If the amount ye	ou claimed as a	deduction for	or an it	em is	\$500	or le	ss, y	ou (do no	ot ha	ave to	con	nplete columns	(e),	(f), and (g).
	(d) Date of the contribution	(e) Date acquired by donor (mo., yr.)		acquired lonor			onor's ljusted					rket valu uctions)	е			to determine ket value
_A																
В																
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	a Art* (cor b Qualified c Equipmed d Art* (cor * Art includes pa historical memor	ntribution of less	0,000 or mor Contribution s than \$20,00 s, watercolors similar objects	re) 00) s, prints, s.	f g h drawir			uritie ectib lectu cs, a	s les* ıal F ntiqu	* Prope ies, d	erty Iecoi		rts, t	Other	silve	household items er, rare manuscripts
Note	: In certain cases	· ·								-			۵, ۱ ۲	20 40111104 45000	•	
3	(a) Description	on of donated prope ce, attach a separat	erty (if you need		(b) If an	ny tang	ible pe	ersona	ıl pro	perty o	or rea	l propert		s donated, give a bry at the time of the		(c) Appraised fair market value
	0.450.4677.557.0	County David DON	Λ/	,	Vor: C	004						-				
B	0.459 Acres for C	ounty Road ROV	/V		Very G	ood										
C																
	(d) Date acquired by donor (mo., yr.)	(e) Ho	ow acquired by o	donor			Donor' djuste				enter	argain sa amount ceived		(h) Amount claim as a deduction (see instructions		(i) Date of contribution (see instructions)
Δ										1						

В

Form 8283 (Rev. 11-2022) Page 2 Name(s) shown on your income tax return Identifying number Martha C. Bender, Margaret Susann Neubert, Katherine Louise Suggs and Emilie Frances Gahnstrom Partial Interests and Restricted Use Property (Other Than Qualified Conservation Contributions) -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 11/14/2022; 11/28/2022; 11/30/2022; 12/5/2022 Furthermore, this organization affirms that in the event it sells, exchanges, or otherwise disposes of the property described in Section B, Part I (or any portion thereof) within 3 years after the date of receipt, it will file Form 8282, Donee Information Return, with the IRS and give the donor a copy of that form. This acknowledgment does not represent agreement with the claimed fair market value. Does the organization intend to use the property for an unrelated use? Name of charitable organization (donee) **Employer identification number Baldwin County Commission** Address (number, street, and room or suite no.) City or town, state, and ZIP code 312 Courthouse Square, Suite 11 Bay Minette, Alabama 36507

> Title Chairman

Authorized signature

Date

THIS INSTRUMENT PREPARED BY THE BALDWIN COUNTY HIGHWAY DEPARTMENT ROBERTSDALE, ALABAMA 36567

STATE OF ALABAMA)
COUNTY OF BALDWIN)

Project No. HW21177
Drainage Improvements
Boros Road at Cheryl Ln
05-53-06-14-0-000-001.000
Tract No. 4

FEE SIMPLE WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten dollars (\$10.00), cash in hand paid to the undersigned by Baldwin County, Alabama, the receipt of which is hereby acknowledged, I (we), the undersigned Grantor(s), Martha C. Bender Early, a widow, Margaret Susann Neubert, an unmarried woman, Katherine Louise Suggs, a widow, and Emilie Frances Gahnstrom, a married woman, 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 Northeast Quarter the Northeast Quarter of Section 14, Township 7 South, Range 5 East, identified as Tract Number 4 on the Boros Rd, Project No. HW21177 in Baldwin County, Alabama and being more fully described as follows:

Commencing at a ½ inch rebar found at the Northeast corner of the Northeast Quarter of Section 14, Township 7 South, Range 5 East, in Baldwin County, Alabama;

Thence S00°02'13"W along the east line of said Section a distance of 666.27 feet to the grantor's northeast property corner and being the Point of Beginning of the property herein to be conveyed;

Thence S00°02'13"W along the grantor's east property line a distance of 666.27 feet to the grantor's southeast property corner;

Thence N89°59'44"W along the grantor's south property line a distance of 30.00 feet to a point on the acquired right-of-way line;

Thence N00°02'13"E along the acquired right-of-way line a distance of 666.26 feet to a point on the grantor's north 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. 12/13/2022 10:39 AM TOTAL \$ 0.00 11 Pages



Thence N89°59'06"E along the grantor's north property line a distance of 30.00 feet to the Point of Beginning of the property herein conveyed and containing 0.459 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 hereunt	o set my (o	ur) hand(s)	and seal	this
the_	28	day of November_	, 2022.				

Martha C. Bender Early

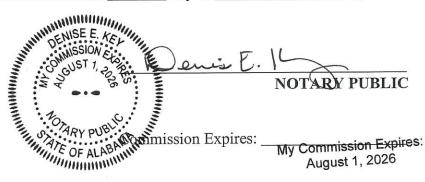
Martha C. Bender Early

ACKNOWLEDGMENT

STATE OF	AL)
COUNTY OF	Baldun)

I, <u>Dewise E. Key</u>, a Notary Public, in and for said County in said State, hereby certify that <u>Martha C. Bender Early</u>, whose name is, signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this <u>28</u> day of <u>Hovenber</u>, 2022.



IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal this the 30th day of November, 2022.

ACKNOWLEDGMENT

STATE OF Alabama)
COUNTY OF BUILDING)

I, <u>Blakelyl. Hall</u>, a Notary Public, in and for said County in said State, hereby certify that <u>Margaret Susann Neubert</u>, whose name is, signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 3D day of NOCMBEV, 2022.

NOTARY PUBLIC

Commission Expires: _

My Commission Expires: August 21, 2024

Kathorine Louise Suggs
Katherine Louise Suggs

ACKNOWLEDGMENT

STATE OF NC)
COUNTY OF Neck)



I, Lather Louise Suggs, a Notary Public, in and for said County in said State, hereby certify that Katherine Louise Suggs, 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 14 day of No venture, 2022.

Cother A Sanders NOTARY PUBLIC

Commission Expires: Oct 19, 2026

Emilie Frances Gahnstrom

ACKNOWLEDGMENT

STATE OF KANSAS)

COUNTY OF SWAMPLE)

I, White Meeting and State, hereby certify that Emilie Frances Gahnstrom, whose name is, signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this day of blowbly, 2022.

Misty S. Pritz Notary Public State of Kansas My Appt. Expires (191, 2024)

NOTARY PUBLIC

Commission Expires: 1.09.2024

BOROS RD DRAINAGE IMPROVEMENTS AT CHERYL LN PROJECT NO. HW21177 BALDWIN COUNTY, ALABAMA TRACT 4

I (We) the undersigned property owner(s) do hereby acknowledge that I (we) have been made aware of my (our) rights to an appraisal and just compensation and in further consideration of the benefits accrued to my (our) property from the above-referenced project, I (we) do hereby waive my (our) rights to said appraisal and just compensation and grant right-of-entry for the construction of same.

BOROS RD DRAINAGE IMPROVEMENTS AT CHERYL LN PROJECT NO. HW21177 BALDWIN COUNTY, ALABAMA TRACT 4

I (We) the undersigned property owner(s) do hereby acknowledge that I (we) have been made aware of my (our) rights to an appraisal and just compensation and in further consideration of the benefits accrued to my (our) property from the above-referenced project, I (we) do hereby waive my (our) rights to said appraisal and just compensation and grant right-of-entry for the construction of same.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the

day of <u>November</u>, 2022. ACKNOWLEDGMENT STATE OF Alabama) COUNTY OF Baldwin) ____, a Notary Public, in and for said County in said State, hereby certify Blakely L. Hall that Margaret Susann Neubert, 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 30 day of November NOTARY PUBLIC My Commission Expires: August 21, 2024 My Commission Expires

BOROS RD DRAINAGE IMPROVEMENTS AT CHERYL LN PROJECT NO. HW21177 BALDWIN COUNTY, ALABAMA TRACT 4

I (We) the undersigned property owner(s) do hereby acknowledge that I (we) have been made aware of my (our) rights to an appraisal and just compensation and in further consideration of the benefits accrued to my (our) property from the above-referenced project, I (we) do hereby waive my (our) rights to said appraisal and just compensation and grant right-of-entry for the construction of same.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day of November, 2022.

**The day of November, 2022.

ACKNOWLEDGMENT

STATE OF NC)
COUNTY OF ML (R)

I, a Notary Public, in and for said County in said State, hereby certify that <u>Katherine Louise Suggs</u>, whose name is, signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this day of November 2022

NOTARY PUBLIC

My Commission Expires 0c+ 19, 2026

BOROS RD DRAINAGE IMPROVEMENTS AT CHERYL LN PROJECT NO. HW21177 BALDWIN COUNTY, ALABAMA TRACT 4

I (We) the undersigned property owner(s) do hereby acknowledge that I (we) have been made aware of my (our) rights to an appraisal and just compensation and in further consideration of the benefits accrued to my (our) property from the above-referenced project, I (we) do hereby waive my (our) rights to said appraisal and just compensation and grant right-of-entry for the construction of same.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the

ACKNOWLEDGMENT

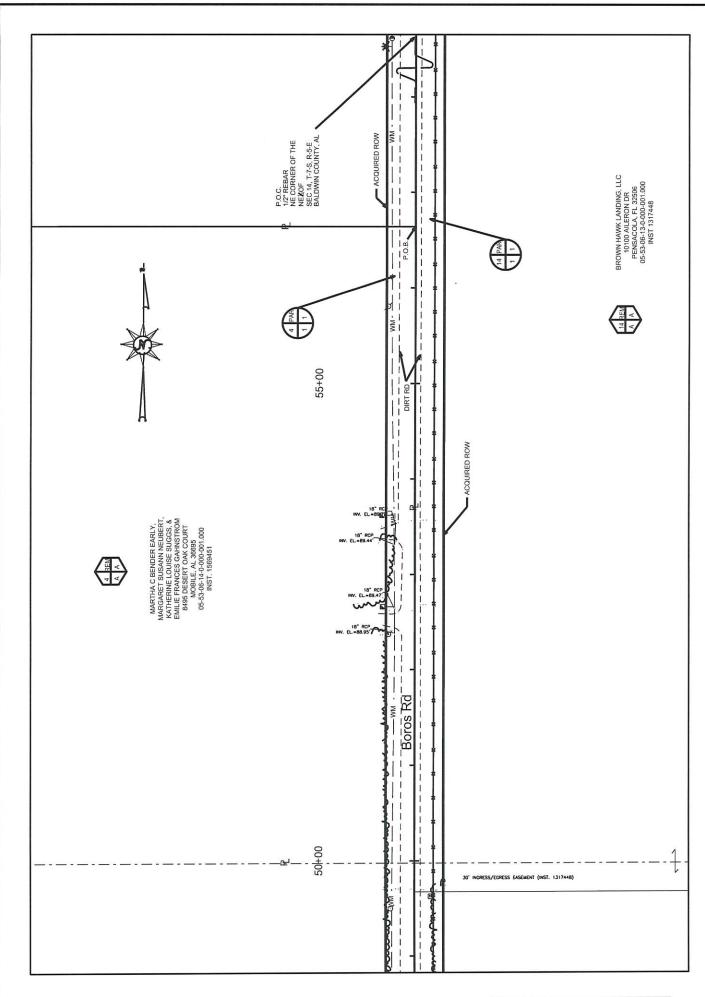
STATE OF FORM

ACKNOWLEDGMENT

ACK

My Commission Expires (109.202

My Appt. Expires \\ 09.202



THIS IS NOT A BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO.	4
OWNER MARTHA C BENDER	REARLY, ETAL
TOTAL ACREAGE	20.484
R.O.W. REQUIRED	0.459
PRESCRIPTIVE R.O.W.	N/A
T.C.E. REQUIRED	N/A
REMAINDER	20.025

PROJECT NO.	HW21177	
COUNTY	BALDWIN	75
SCALE:	1"=100'	
DATE;	08/23/2022	
REVISED:	N/A	
SHEET:	1 OF 1	





Baldwin County Commission

Agenda Action Form

File #: 23-0493, Version: 1 Item #: CN5

Meeting Type: BCC Regular Meeting

Meeting Date: 1/17/2023

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. HW21177 - Boros Road (Tract

STAFF RECOMMENDATION

Take the following actions:

- 1) Accept 0.155 acres on Boros Road (Tract 6) as a right-of-way donated to Baldwin County by Joseph Martin Guthrie and F.P. Guthrie as Trustees under The Guthrie Living Trust dated January 8, 2014, on October 25, 2022 (Instrument No. 2030930 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 25, 2022, the Baldwin County Highway Department accepted a right-ofway donation on Boros Road from Joseph Martin Guthrie and F.P. Guthrie as Trustees under The Guthrie Living Trust dated January 8, 2014.

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 #: CN5 File #: 23-0493, 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 Joseph Martin Guthrie and F.P. Guthrie and send copy to Tate Chalfant.

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

Contact:

Joseph M. Guthrie and F.P. Guthrie 7854 Atlas Street Pensacola, Florida 32507

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.

Joseph Martin Guthrie and F.P. Guthrie as Trustees under The Guthrie Living Trust dated January 8, 2014

OMB No. 1545-0074

Attachment Sequence No. **155**

Name(s) shown on your income tax return

Identifying number

Note: Figure the amount of your contribution deduction before completing this form. See your tax return instructions. Section A. Donated Property of \$5.000 or Less and Publicly Traded Securities - List in this section only 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. Information on Donated Property—If you need more space, attach a statement, Part I (a) Name and address of the (b) If donated property is a vehicle (see instructions), (c) Description and condition of donated property 1 donee organization check the box. Also enter the vehicle identification (For a vehicle, enter the year, make, model, and number (unless Form 1098-C is attached). mileage. For securities and other property, see instructions.) Α В C D E Note: If the amount you claimed as a deduction for an item is \$500 or less, you do not have to complete columns (e), (f), and (g). (d) Date of the (e) Date acquired (f) How acquired (g) Donor's cost (h) Fair market value (i) Method used to determine or adjusted basis contribution by donor (mo., vr.) by donor (see instructions) the fair market value Α В C D Ε 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. Information on Donated Property Part I Check the box that describes the type of property donated. a Art* (contribution of \$20,000 or more) e 🗸 Other Real Estate Vehicles Qualified Conservation Contribution □ Securities Clothing and household items ☐ Collectibles** **d** Art* (contribution of less than \$20,000) h Intellectual Property * 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 gualified appraisal of the property. See instructions. 3 (a) Description of donated property (if you need (b) If any tangible personal property or real property was donated, give a brief (c) Appraised fair more space, attach a separate statement) summary of the overall physical condition of the property at the time of the gift. market value 0.155 Acres for County Road ROW Very Good В C (d) Date acquired (e) How acquired by donor (f) Donor's cost or (g) For bargain sales, (h) Amount claimed (i) Date of by donor adjusted basis enter amount as a deduction contribution (mo., yr.) received (see instructions) (see instructions) Α

В

Form 8283 (Rev. 11-2022) Page 2 Name(s) shown on your income tax return Identifying number Joseph Martin Guthrie and F.P. Guthrie as Trustees under The Guthrie Living Trust dated January 8, 2014 Partial Interests and Restricted Use Property (Other Than Qualified Conservation Contributions) -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 25, 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. HW21177
Drainage Improvements
Boros Road at Cheryl Ln
05-53-01-11-0-000-009.002
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), Joseph Martin Guthrie and F.P. Guthrie, as Trustees or their Successors in trust under The Guthrie Living Trust dated January 8, 2014, 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 Northeast Quarter the Southeast Quarter of Section 11, Township 7 South, Range 5 East, identified as Tract Number 6 on the on Boros Rd, Project No. HW21177 in Baldwin County, Alabama and being more fully described as follows:

Commencing at a ½ inch rebar found at the southeast corner of the Southeast Quarter of Section 11, Township 7 South, Range 5 East, in Baldwin County, Alabama;

Thence N00°04'46"E along the east line of said Section a distance of 1,328.50 feet to a point;

Thence N90°00'00"W leaving said Section line a distance of 15.00 feet to a point on the existing right-of-way line, and being the Point of Beginning of the property herein to be conveyed;

Thence S89°56'50"W leaving the existing right-of-way line a distance of 15.00 feet to a point on the acquired right-of-way line (said point is offset 30.00 feet left of and perpendicular to project centerline at Station 76+58.59);

Thence N00°04'46"E along the acquired right-of-way line a distance of 300.05 feet to a point on the grantor's north property line (said point is offset 30.00 feet left of and perpendicular to project centerline at Station 79+58.64);

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 8:45 AM TOTAL \$ 0.00 5 Pages Thence N89°56'31"E along the grantors north property line a distance of 30.00 feet to the grantor's northeast property corner;

Thence S00°04'46"W along the grantor's east property line a distance of 150.06 feet to a point;

Thence S89°57'48"W along the grantor's property line a distance of 15.00 feet to a point on the existing right-of-way line;

Thence S00°04'46"W along the existing right-of-way line a distance of 150.00 feet to the Point of Beginning of the property herein conveyed and containing 0.155 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 WITNIES WITT	DEOE I (vva) have h	2000-01-0 201-0-1(-) 1-0-1(-) - 1 - 1
		ereunto set my (our) hand(s) and seal
his the <u>125th</u> day of _	OCTOBER	_, 2022.
		Joseph Martin Guthrie as Trustee
		F.P. Guthrie As Trustee

ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, BICKELY L. Hal, a Notary Public, in and for said County in said State, hereby certify that Joseph Martin Guthrie and F.P. Guthrie, as Trustees or Successors in trust under The Guthrie Living Trust dated January 8, 2014, 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 25 daylor october, 2022.

NOTARY PUBLIC

Commission Expires: My Commission Expires: August 21, 2024

BOROS RD DRAINAGE IMPROVEMENTS AT CHERYL LN PROJECT NO. HW21177 BALDWIN COUNTY, ALABAMA TRACT 6

I (We) the undersigned property owner(s) do hereby acknowledge that I (we) have been made aware of my (our) rights to an appraisal and just compensation and in further consideration of the benefits accrued to my (our) property from the above-referenced project, I (we) do hereby waive my (our) rights to said appraisal and just compensation and grant right-of-entry for the construction of same.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the

25th day of OCTOBEL, 2022.

Joseph Martin Guthrie
As Trustee

F.P. Guthrie
As Trustee

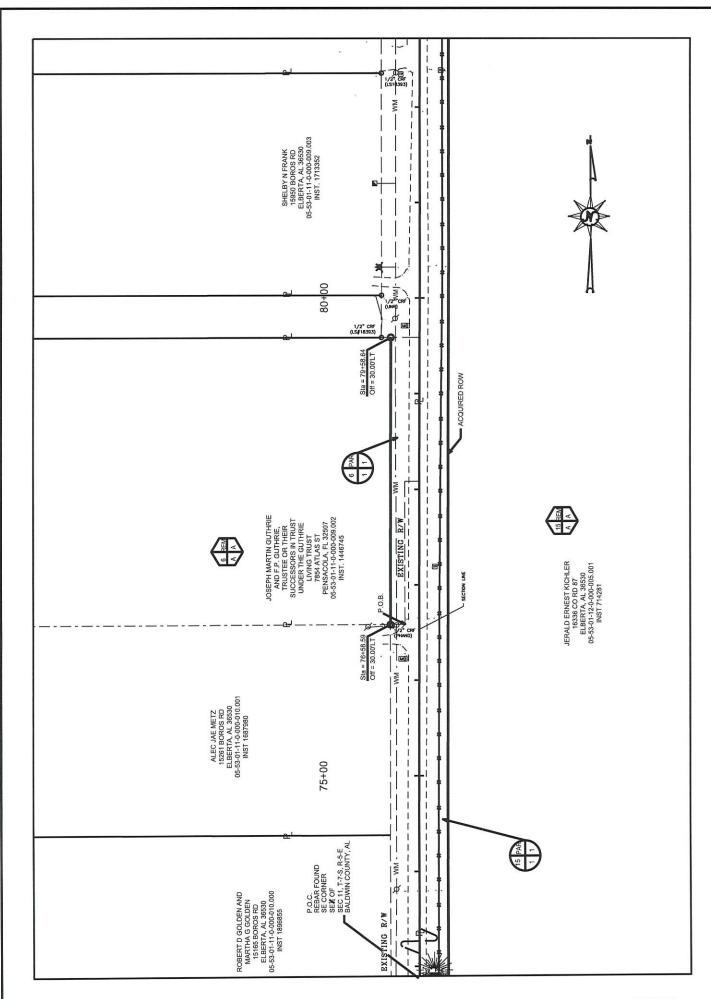
ACKNOWLEDGMENT

ACKNOWLEDGMENT
STATE OF ALABAMA)
COUNTY OF BALDWIN)
I, Blakely L. Hall, a Notary Public, in and for said County in said State, hereby certify that Joseph Martin Guthrie and F.P. Guthrie, as Trustees or Successors in trust under The Guthrie Living Trust dated January 8, 2014, 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 25 day of 000 bev 2022.

My Commission Expires:

My Commission Expires:

August 21, 2024



THIS IS NOT A BOUNDARY SURVEY

COUNTY OF BALDWIN

6							
RUST							
3.114							
0.155							
N/A							
N/A							
2.959							
	3.114 0.155 N/A N/A						

PROJECT N	OHW21177	
COUNTY	BALDWIN	
SCALE: _	1"=100'	20
DATE;	08-23-2022	
REVISED:	N/A	
SHEET: _	1 OF 1	





Baldwin County Commission

Agenda Action Form

File #: 23-0495, Version: 1 Item #: CN6

Meeting Type: BCC Regular Meeting

Meeting Date: 1/17/2023

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. HW08392 - Boros Road (Tract

STAFF RECOMMENDATION

Take the following actions:

- 1) Accept 0.655 acres on Boros Road (Tract 7) as a right-of-way donated to Baldwin County by The Marshal M. Holman and Cheryl W. Holman Joint Revocable Trust Agreement dated October 19, 2020, on October 17, 2022 (Instrument No. 2029042 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 17, 2022, the Baldwin County Highway Department accepted a right-ofway donation on Boros Road from The Marshal M. Holman and Cheryl W. Holman Joint Revocable Trust Agreement dated October 19, 2020.

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 #: CN6 File #: 23-0495, 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 Marshal M. Holman and Cheryl W. Holman and send copy to Tate Chalfant.

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

Contact:

Marshal M. Holman and Cheryl W. Holman 15645 Boros Road Elberta, Alabama 36530

Additional instructions/notes: N/A

Form **8283** (Rev. November 2022)

Department of the Treasury

Internal Revenue Service

Noncash Charitable Contributions

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

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

The Marshal M. Holman and Cheryl W. Holman Joint Revocable Trust Agreement dated October 19, 2020

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

Identifying number

Sect		ed Property of oup of similar es and certain	items) for v	vhic	ch y	ou/	cla	iim	ed a	a d	ed	uct	ior	ı of	\$5	5,00	00 or	less	. Also li	st pub	olicly traded	
Par		ition on Dona																				
1					(b) If donated property is a vehicle (see instructions), check the box. Also enter the vehicle identification number (unless Form 1098-C is attached).													(c) Description and condition of donated property (For a vehicle, enter the year, make, model, and mileage. For securities and other property, see instructions.)				
A	<u> </u>																					
В							Τ			<u> </u>	Ι		Ī	Τ	Ι							
С						Ι	Ι] L		Ш	I	Ι	L	П						
D					Ш	Ι	Ι] 		Ш	Ι	Ι	Ι	П						
E			[Ι		Ι	Ι			Ī		П	I	Ι	Ţ	П						
Note	If the amount y	ou claimed as a	deduction f	or a	ın it	em	is \$	5500	or or	les	s, y	/ou	do	no	t ha	ave	to co	mple	ete colun	nns (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 v (see instructio									
A_							\perp															
В																						
C							_															
D E							+															
Sect	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.												ar items) for reportable in									
Par	t I Informa	tion on Dona	ted Prope	rty																		
2		that describes			pert	y do	ona		_										_			
	 a Art* (contribution of \$20,000 or more) b Qualified Conservation Contribution c Equipment d Art* (contribution of less than \$20,000) 						e											household items				
	historical memo	aintings, sculpture rabilia, and other s clude coins, stam	similar objects	s.																	er, rare manuscripts	
Note	: In certain cases																					
3	(a) Description of donated property (if you need more space, attach a separate statement)																		nated, give the time of		(c) Appraised fair market value	
Α	A 0.655 Acres for County Road ROW					Very	/ Go	ood														
В																						
С																						
	(d) Date acquired by donor (mo., yr.)	(e) Ho	(e) How acquired by donor					(f) Donor's cost or adjusted basis					(g) For bargai enter amo receive				ount as a deduction			ction	(i) Date of contribution (see instructions)	
Α																						
В																						

Form 8283 (Rev. 11-2022) Page 2 Identifying number Name(s) shown on your income tax return The Marshal M. Holman and Cheryl W. Holman Joint Revocable Trust Agreement dated October 19, 2020 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 17, 2022 Furthermore, this organization affirms that in the event it sells, exchanges, or otherwise disposes of the property described in Section B, Part I (or any portion thereof) within 3 years after the date of receipt, it will file Form 8282. Donee Information Return, with the IRS and give the donor a copy of that form. This acknowledgment does not represent agreement with the claimed fair market value. Does the organization intend to use the property for an unrelated use? Name of charitable organization (donee) **Employer identification number Baldwin County Commission** Address (number, street, and room or suite no.) City or town, state, and ZIP code

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. HW08392
Boros Road
G, D, B & Pave from Frank Rd to
Comstock Rd
05-53-01-11-0-000-008.001
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), The Marshal M. Holman and Cheryl W. Holman Joint Revocable Trust Agreement dated October 19, 2020, 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 Northeast Quarter of Section 11, Township 7 South, Range 5 East, identified as Tract Number 7 on the Boros Rd, Project No. HW08392 in Baldwin County, Alabama and being more fully described as follows:

Commencing at a railroad spike found at the Northeast corner of the Northeast Quarter of Section 11, Township 7 South, Range 5 East, in Baldwin County, Alabama;

Thence S00°04'46"W along the east line of said Section a distance of 1,328.51 feet to the grantor's northeast property corner and being the Point of Beginning of the property herein to be conveyed;

Thence S00°04'46"W along the grantor's east property line a distance of 951.27 feet to the grantor's southeast property corner;

Thence N89°59'24"W along the grantor's south property line a distance of 30.00 feet to a point on the acquired right-of-way line (said point is offset 30.00 feet left of and perpendicular to project centerline at station 93+64.36);

Thence N00°04'46"E along the acquired right-of-way line a distance of 951.24 feet to a point on the grantor's north 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/sert. 10/17/2022 11:00 AM TOTAL \$ 0.00



Thence N89°57'32"E along the grantor's north property line a distance of 30.00 feet to the Point of Beginning of the property herein conveyed and containing 0.655 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.

Marshal M. Holman as Co-Trustee

Cheryl W. Holman as Co-Trustee

Chengl W. Holman

ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, Blakely L. Hall, a Notary Public, in and for said County in said State, hereby certify that Marshal M. Holman and Cheryl W. Holman as Co-Trustees of The Marshal M. Holman and Cheryl W. Holman Joint Revocable Trust Agreement dated October 19, 2020, 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 _______

1 - 1 ()

NOTARY PUBLIC

My Commission Expires: August 21, 2024

Commission Expires:

day of

ACKNOWLEDGEMENT OF FUNDING, WAIVER OF RIGHTS TO APPRAISAL AND JUST COMPENSATION AND RIGHT-OF-ENTRY

BOROS RD G, D, B, & PAVE FROM FRANK RD TO COMSTOCK RD Project No. HW08392 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, 2022.	our hands and seals on this the
	Marshal M. Holman As Co-Trustee
	Cheryl W. Holman As Co-Trustee
ACKNOWLEDGMI	ENT
STATE OF ALABAMA)	
COUNTY OF BALDWIN)	
I, Blaxely L. Hall, a Mereby certify that Marshal M. Holman and Cheryl W. Holman Cheryl W. Holman Joint Revocable Trust Agreement dated of foregoing conveyance, and who are known to me, acknowled the contents of this conveyance, they executed the same volume	October 19, 2020, whose names are, signed to the ged before me on this day that, being informed of
Given under my hand and official seal this	lay of
	NOTARY PUBLIC
	My Commission Expires: August 21, 2024

My Commission Expires: ___

CERTIFICATION OF TRUST

STATE OF ALABAMA

COUNTY OF BALDWIN

The undersigned Settlor hereby certifies the following:

- This Certificate of Trust relates to The Marshal M. Holman and Cheryl W. Holman Joint Revocable Trust Agreement dated October 19, 2020
- 2. The name of the Settlor: Marshal M. Holman and Cheryl W. Holman
- 3. The name and addresses of the initial Trustees: Marshal M. Holman and Cheryl W. Holman

15645 Boros Rd Elberta, AL 36530

- 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.

day of OCTOBEY , 2022.

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

Mondel M. Holman Marshal M. Holman
Cherryl W. Holman

ACKNOWLEDGEMENT

STATE OF ALABAMA)
COUNTY OF BALDWIN)

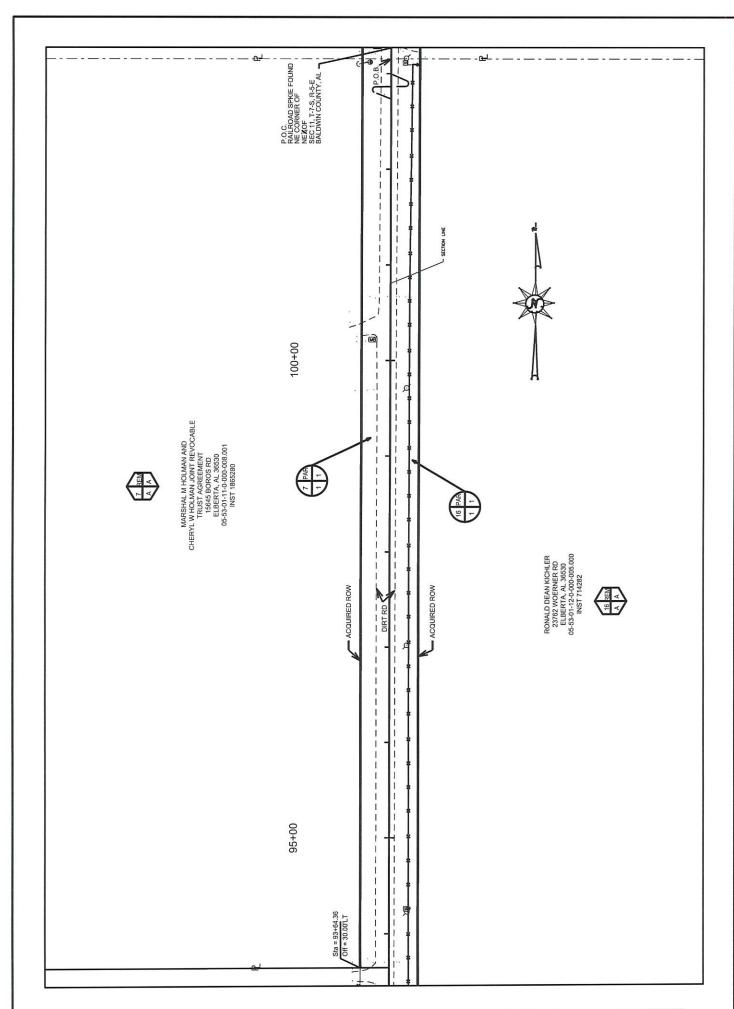
I, Backey L. Hall, a Notary Public, in and for said County in said State, hereby certify that Marshal M. Holman and Cheryl W. Holman, as Co-Trustees of The Marshal M. Holman and Cheryl W. Holman Joint Revocable Trust Agreement dated October 19, 2020, whose names are, signed to the foregoing conveyance 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 \\ \tag{7}\ day of \(\frac{OCTOOPV}{2022}. \)

NOTARY PUBLIC

My Commission Expires: August 21, 2024

My Commission Expires: _



THIS IS NOT A BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO. OWNER MARSHAL AND CHE	7 ERYL HOLMAN
TOTAL ACREAGE	34.150
R.O.W. REQUIRED	0.655
PRESCRIPTIVE R.O.W.	N/A
T.C.E. REQUIRED	N/A
REMAINDER	34.495

PROJECT NO.	HW08392	
COUNTY	BALDWIN	
SCALE:	1"=100'	
DATE;	08-23-2022	
REVISED:	N/A	
SHEET:	1 OF 1	
OHEET		



BOROS ROAD TR 7







Baldwin County Commission

Agenda Action Form

File #: 23-0498, Version: 1 Item #: CN7

Meeting Type: BCC Regular Meeting

Meeting Date: 1/17/2023

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. HW08392 - Boros Road (Tract 9)

STAFF RECOMMENDATION

Take the following actions:

- 1) Accept 0.073 acres on Boros Road (Tract 9) as a right-of-way donated to Baldwin County by William C. Atkins and Mary E. Atkins on September 28, 2022 (Instrument No. 2026026 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 28, 2022, the Baldwin County Highway Department accepted a right-of -way donation on Boros Road from William C. Atkins and Mary E. Atkins.

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 #: 23-0498, 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 William C. and Mary E. Atkins and send copy to Tate Chalfant.

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

Contact:

William C. and Mary E. Atkins 28980 Comstock Road Elberta, Alabama 36530

Additional instructions/notes: N/A

Form **8283** (Rev. November 2022)

Department of the Treasury

Internal Revenue Service

Noncash Charitable Contributions

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

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

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

OMB No. 1545-0074

Attachment Sequence No. **155**

Name(s) shown on your income tax return

William C. Atkins and Mary E. Atkins

Identifying number

Sect		oup of similar	items) for	which	ı you	cla	aime	d a	de	duc	tio	n of	f \$ 5	no 000,	les	this section c s. Also list pul . See instructi	olicly traded
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С					Ш	Ι	П		П	Ι	П	Ι					
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E	If the construction		al a al continua		11	 			П	Ι	П	Ι			1		(6)
Note	If the amount yo	ou claimed as a	deduction	for an	item	IS \$									ompi	lete columns (e)), (f), and (g).
	(d) Date of the contribution	(e) Date acquired by donor (mo., yr.)		acquire donor	ed		(g) D or ad							ctions)		(i) Method used the fair ma	
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E						+											
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		tribution of less	s than \$20,0	000)		h	_	Inte	llec	tual	Pro	ope	rty				
	* 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 atta	ch a qualifie	ed app	oraisa	al of	the	prop	pert	y. S	ee i	nst	ucti	ons.			
3 (a) Description of donated property (if you need more space, attach a separate statement) (b) If any tangible personal property or real property was donated, give a brief summary of the overall physical condition of the property at the time of the gift.									(c) Appraised fair market value								
Α	0.073 Acres for C	ounty Road ROV	V	Very Good													
В		-															
С																	
	(d) Date acquired by donor (mo., yr.)	(e) Ho	w acquired by	donor				Dono djuste			r (nter	rgain sale amount eived	' `	n) Amount claimed as a deduction (see instructions)	(i) Date of contribution (see instructions)
A B											+						
											_						

Form 8283 (Rev. 11-2022) Page 2 Name(s) shown on your income tax return Identifying number William C. Atkins and Mary E. Atkins 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 28, 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. HW08392
Boros Rd
G, D, B & Pave from Frank Rd to
Comstock Rd
05-53-01-11-0-000-001.007
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), William C. Atkins and Mary E. Atkins, 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 Northeast Quarter the Northeast Quarter of Section 11, Township 7 South, Range 5 East, identified as Tract Number 9 on Boros Rd, Project No. HW08392 in Baldwin County, Alabama and being more fully described as follows:

Commencing at a railroad spike found at the Northeast corner of the Northeast Quarter of Section 11, Township 7 South, Range 5 East, in Baldwin County, Alabama;

Thence S00°04'46"W along the east line of said Section a distance of 80.00 feet to a point;

Thence N89°56'26"W leaving said Section line a distance of 25.00 feet to a point on the existing right-of-way line and being the Point of Beginning of the property herein to be conveyed;

Thence S00°04'46"W along the existing right-of-way line a distance of 634.79 feet to the grantor's southeast property corner;

Thence S89°54'56"W along the grantor's south property line a distance of 5.00 feet to a point on the acquired right-of-way line;

Thence N00°04'46"E along the acquired right-of-way line a distance of 634.81 feet to a point on the grantor's north 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. 9/28/2022 2:47 PM TOTAL S 0.00 4 Pages Thence S89°56'26"E along the grantor's north property line a distance of 5.00 feet to the Point of Beginning of the property herein conveyed and containing 0.073 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 28 day of September, 2022.

William C. Atkins

Man G. Atkins

Mary E. Atkins

ACKNOWLEDGMENT

STATE OF ALABAMA

COUNTY OF BALDWIN

I, Blakely L. Hall, a Notary Public, in and for said County in said State, hereby certify that William C. Atkins and Mary E. Atkins, 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 28

day of September

My Commission Expires: Commission Expires: August 21, 2024

GRANTEE'S ADDRESS:

ACKNOWLEDGEMENT OF FUNDING, WAIVER OF RIGHTS TO APPRAISAL AND JUST COMPENSATION AND RIGHT-OF-ENTRY

BOROS RD G, D, B, & PAVE FROM FRANK RD TO COMSTOCK RD Project No. HW08392 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 28 day of <u>September</u>, 2022.

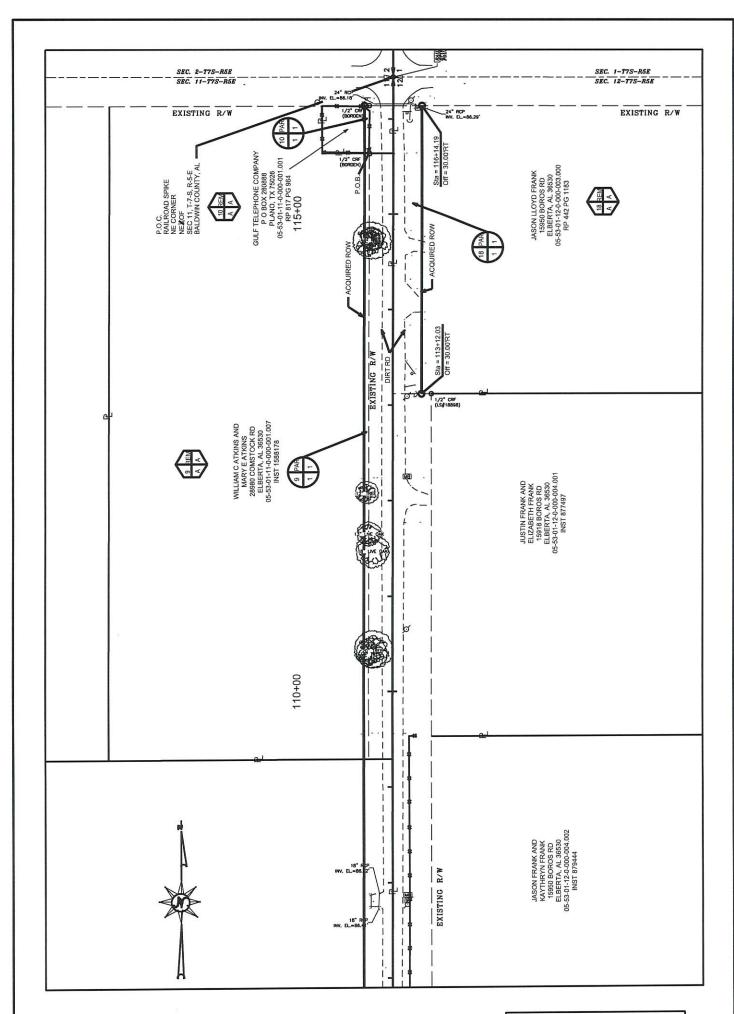
William C. Atkins

Many E. Atkins

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF BALDWIN)
I, Blockly L. How , a Notary Public, in and for said County in said State, hereby certify that William C. Atkins and Mary E. Atkins, 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 28 day of September 2022.
NOTARY PUBLIC
My Commission Expires: August 21, 2024 My Commission Expires:



THIS IS NOT A BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO.	9	
OWNER WILLIAM AND MARY	/ ATKINS	
TOTAL ACREAGE	4.194	
R.O.W. REQUIRED	0.073	
PRESCRIPTIVE R.O.W.	N/A	
T.C.E. REQUIRED	N/A	
REMAINDER ———	4.121	
KEIVIAINDEK		

PROJECT NO.	HVV08392	
COUNTY	BALDWIN	
SCALE:	1"=100'	
DATE;	08-23-2022	
REVISED:	N/A	
SHEET:	1 OF 1	





Baldwin County Commission

Agenda Action Form

File #: 23-0499, Version: 1 Item #: CN8

Meeting Type: BCC Regular Meeting

Meeting Date: 1/17/2023

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. HW08392 - Boros Road (Tract 12)

STAFF RECOMMENDATION

Take the following actions:

- 1) Accept 0.811 acres on Boros Road (Tract 12) as a right-of-way donated to Baldwin County by LBS Farms, LLC, a Florida Limited Liability Company, on December 21, 2022 (Instrument No. 2039843 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 December 21, 2022, the Baldwin County Highway Department accepted a right-ofway donation on Boros Road from LBS Farms, LLC, a Florida Limited Liability Company.

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 #: 23-0499, 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 Patrick Sullivan and send copy to Tate Chalfant.

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

Contact:

LBS Farms, LLC Mr. Patrick Sullivan, Manager 414 Bay Boulevard Pensacola, Florida 32503

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.

Section A. Donated Property of \$5,000 or Less and Publicly Traded Securities - List in this section only an item

OMB No. 1545-0074

Attachment Sequence No. **155**

Name(s) shown on your income tax return

LBS Farms, LLC, a Florida Limited Liability Company

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

Identifying number

	securiti	oup of similar i es and certain	other pro	per	ty e	ever	า if	the	de	du	ctic	on i	s m	ore	th:	an \$5	,00	0. See instruc		
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1	donee organization chec					(c) Description and condition of do (For a vehicle, enter the year, mak number (unless Form 1098-C is attached).													nake, model, and other property,	
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В				П		П	Т		[
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Note:	If the amount y	ou claimed as a	deduction	for	an i	tem	is	\$50	0 0	r les	ss, y	you	do	not	hav	e to c	om	plete columns ((e), ((f), and (g).
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Par		tion on Donat																		
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Note:	In certain cases	s, you must attac	ch a qualifie	ed a	appı	raisa	al o	f the	e pr	оре	erty	. Se	e ir	stru	ıcti	ons.				
3		on of donated prope ice, attach a separate		b														s donated, give a brid at the time of the gi		(c) Appraised fair market value
Α	0.811 Acres for C	County Road ROV	V		Very Good															
В																				
С																				
	(d) Date acquired by donor (mo., yr.)	(e) Ho	w acquired by	dor	nor			(f	i) Doi adju		s cos		(9	en		gain sale mount ived	es,	(h) Amount claimed as a deduction (see instructions)	d	(i) Date of contribution (see instructions)
A B																				

Form 8283 (Rev. 11-2022) Page 2 Name(s) shown on your income tax return Identifying number LBS Farms LLC, a Florida Limited Liability Company 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 December 21, 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. HW08392
Boros Road
G, D, B & Pave from Frank Rd to
Comstock Road
05-53-06-13-0-000-005.000
Tract No. 12

FEE SIMPLE WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten dollars (\$10.00), cash in hand paid to the undersigned by Baldwin County, Alabama, the receipt of which is hereby acknowledged, I (we), the undersigned Grantor(s), LBS Farms LLC, a Florida Limited Liability Company, 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 13, Township 7 South, Range 5 East, identified as Tract Number 12 on the Boros Rd, Project No. HW08392 in Baldwin County, Alabama and being more fully described as follows:

Commencing at a 6 inch concrete monument found at the southwest corner of the Southwest Quarter of Section 13, Township 7 South, Range 5 East, in Baldwin County, Alabama;

Thence N00°02'13"E along the west line of said Section a distance of 155.18 feet to the grantor's southwest property corner and being the Point of Beginning of the property herein to be conveyed;

Thence N00°02'13"E along the grantor's west property line a distance of 1,177.54 feet to the grantor's northwest property corner;

Thence S89°57'47"E along the grantor's north property line a distance of 30.00 feet to a point on the acquired right-of-way line;

Thence S00°02'13"W along the acquired right-of-way line a distance of 1,177.41 feet to a point on the grantor's south property line (said point is offset 30.00 feet right of and perpendicular to project centerline at Station 11+55.31);

Thence N89°57'47"W along the grantor's south property line a distance of 30.00 feet to the Point of Beginning of the property herein conveyed and containing 0.811 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. 12/22/2022 10:24 AM 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 2/ day of LECENISER, 2022.

LBS Farms, LLC

a Florida Limited Liability Company

By: Patrick Sullivan

Its: Manager

ACKNOWLEDGMENT

STATE OF Alabama)
COUNTY OF Baldwin)

I, Blakely L. Hall, a Notary Public, in and for said County in said State, hereby certify that Patrick Sullivan, whose name as Manager of LBS Farms, LLC, a Florida Limited Liability Company, signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he as such officer and with full authority executed the same voluntarily for and as the act of said company.

Given under my hand and official seal this 21 day of <u>Secember</u>, 2022.

NOTARY PUBLIC

My Commission Expires:

August 21, 2024

GRANTEE'S ADDRESS:

ACKNOWLEDGEMENT OF FUNDING, WAIVER OF RIGHTS TO APPRAISAL AND JUST COMPENSATION AND RIGHT-OF-ENTRY

BOROS RD G, D, B, & PAVE FROM FRANK RD TO COMSTOCK RD Project No. HW08392 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.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day of // 1850/18672, 2022.

LBS Farms, LLC

a Florida Limited Liability Company

By: Patrick Sullivan

Its: Manager

ACKNOWLEDGMENT

STATE OF Alabama COUNTY OF Baldwin)

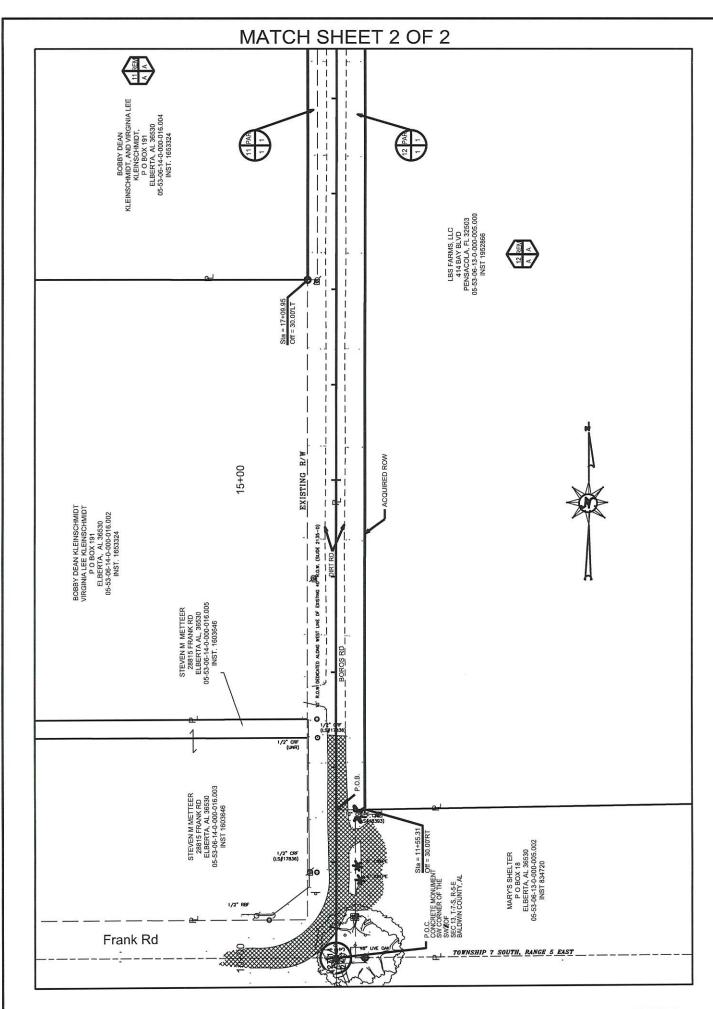
I, Blakely L. Hall , a Notary Public, in and for said County in said State, hereby certify that Patrick Sullivan, whose name as Manager of LBS Farms, LLC, a Florida Limited Liability Company, signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he as such officer and with full authority executed the same voluntarily for and as the act of said company.

Given under my hand and official seal this 21 day of December, 2022.

NOTARY PUBLIC

My Commission Expires: August 21, 2024

My Commission Expires: __

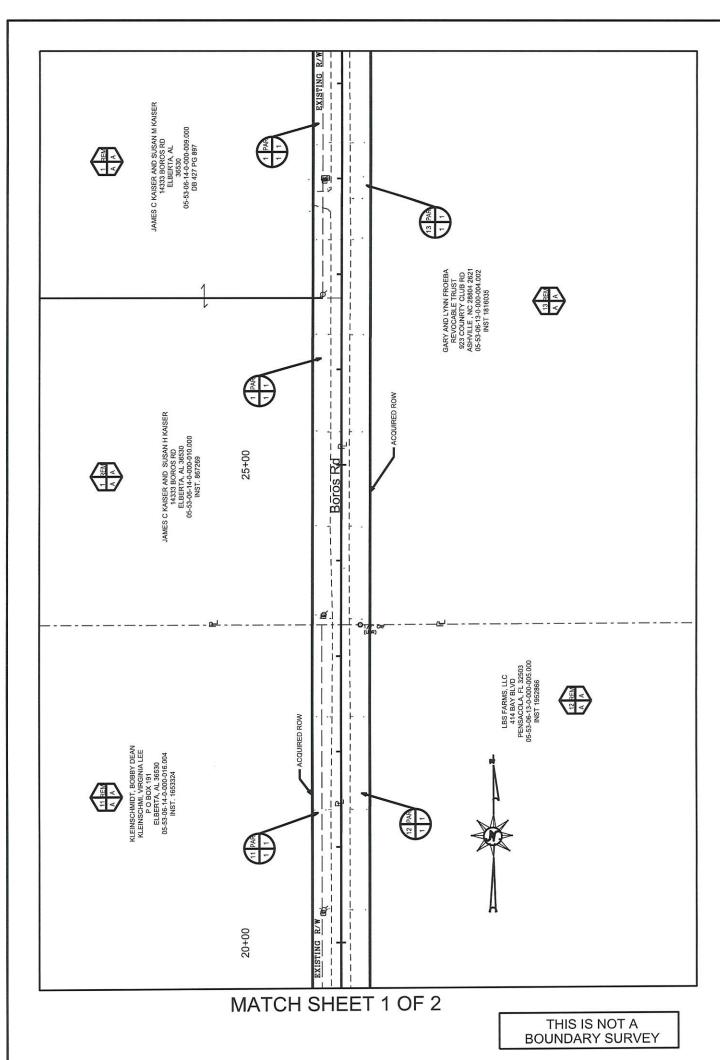


THIS IS NOT A BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO.	12
OWNER LBS FARMS, LLC	
TOTAL ACREAGE	76.784
R.O.W. REQUIRED _	0.811
PRESCRIPTIVE R.O.W.	N/A
T.C.E. REQUIRED	N/A
PEMAINDER	75.974

PROJECT NO)HW08392	
COUNTY	BALDWIN	
SCALE:	1"=100'	
DATE;	08-23-2022	
REVISED:	N/A	
SHEET:	1 OF 2	
OHLLI. —		



COUNTY OF BALDWIN

TRACT NO. OWNER LBS FARMS, LLC	12
TOTAL ACREAGE	76.784
R.O.W. REQUIRED	0.811
PRESCRIPTIVE R.O.W.	N/A
T.C.E. REQUIRED	N/A
REMAINDER	75.974

PROJECT NO. HW08392

COUNTY BALDWIN

SCALE: 1"=100'

DATE; 08-23-2022

REVISED: N/A

SHEET: 2 OF 2



BOROS ROAD TR 12







Baldwin County Commission

Agenda Action Form

File #: 23-0519, Version: 1 Item #: CN9

Meeting Type: BCC Regular Meeting

Meeting Date: 1/17/2023

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. HW08392 - Boros Road (Tract 13)

STAFF RECOMMENDATION

Take the following actions:

- 1) Accept 0.942 acres on Boros Road (Tract 13) as a right-of-way donated to Baldwin County by Gary Baxter Froeba and Lynne Kaiser Froeba as Co-Trustees of The Gary and Lynne Froeba Revocable Trust dated August 12, 2019, on October 3, 2022 (Instrument No. 2028318 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 3, 2022, the Baldwin County Highway Department accepted a right-ofway donation on Boros Road from Gary Baxter Froeba and Lynne Kaiser Froeba as Co-Trustees of The Gary and Lynne Froeba Revocable Trust dated August 12, 2019.

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

File #: 23-0519, Version: 1

three (3) years after the date of receipt; and

3) The County states whether it intends to use the property for an unrelated use.

Previous Commission action/date: N/A

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

N/A

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration Staff prepare correspondence and have Chairman sign IRS form. Mail original to Gary and Lynne Froeba and send copy to Tate Chalfant.

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

Contact:

Gary and Lynne Froeba 923 Country Club Road Asheville, North Carolina 28804-2621

Additional instructions/notes: N/A

Item #: CN9

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.

Gary Baxter Froeba and Lynne Kaiser Froeba as Co-Trustees of The Gary and Lynne Froeba Revocable Trust (8/12/19)

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

Identifying number

Sect	(or a gr	oup of similar i	tems) for which other property	you cla	aimed	a dec	lucti	on of §	\$5,000 c	r less. Als	so list pub	olicly traded	
Par	t I Informa	ation on Donat	ted Property-	f you n	eed m	ore s	oace	e, attac	h a stat	ement.			
1	(a) Name and address of the donee organization (b) If do check to			the box.	onated property is a vehicle (see instructions), the box. Also enter the vehicle identification imber (unless Form 1098-C is attached).					(c) Description and condition of donated property (For a vehicle, enter the year, make, model, and mileage. For securities and other property, see instructions.)			
Α							П						
В							П						
С													
D							П						
E													
Note	: If the amount y	ou claimed as a	deduction for an	item is	\$500 or	less,	you	do not	have to c	omplete c	olumns (e)	, (f), and (g).	
	(d) Date of the contribution	(e) Date acquired by donor (mo., yr.)	(f) How acquire by donor	d	(g) Don or adjus				arket value tructions)	(i)	Method used the fair mar	to determine ket value	
A													
В													
С													
D													
Е													
Sect	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	t I Informa	ation on Donat	ed Property										
2	a Art* (cob Qualifiec Equipm	ntribution of \$20 d Conservation (Contribution	ty dona e f g h	✓ O	ecuriti ollecti	es bles*		/		U	household items	
* 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.													
3		ion of donated prope ace, attach a separate								was donated perty at the tin		(c) Appraised fair market value	
A	A 0.942 Acres for County Road ROW			Very Good									
В				12.70									
С													
	(d) Date acquired by donor (mo., yr.)	(e) Ho	w acquired by donor	•		nor's co sted ba		ent	bargain sal er amount eceived	as a c	unt claimed deduction structions)	(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 Gary Baxter Froeba and Lynne Kaiser Froeba as Co-Trustees of The Gary and Lynne Froeba Revocable Trust 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 3, 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. HW08392 Boros Rd G, D, B, Pave from Frank Rd to Comstock Rd 05-53-06-13-0-000-004.002 Tract No. 13

FEE SIMPLE WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten dollars (\$10.00), cash in hand paid to the undersigned by Baldwin County, Alabama, the receipt of which is hereby acknowledged, I (we), the undersigned Grantor(s), Gary Baxter Froeba and Lynne Kaiser Froeba, as Co-Trustees of The Gary and Lynne Froeba Revocable Trust dated August 12, 2019, 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 Northwest Quarter the Southwest Quarter of Section 13, Township 7 South, Range 5 East, identified as Tract Number 13 on the Boros Rd, Project No. HW08392 in Baldwin County, Alabama and being more fully described as follows:

Commencing at a 6 inch concrete monument found at the southwest corner of the Southwest Quarter of Section 13, Township 7 South, Range 5 East, in Baldwin County, Alabama;

Thence N00°02'13"E along the west line of said Section a distance of 1,332.72 feet to the grantor's southwest property corner and being the Point of Beginning of the property herein to be conveyed;

Thence N00°02'13"E along the grantor's west property line a distance of 1,332.36 feet to the grantor's northwest property corner;

Thence N89°54'04"E along the grantor's north property line a distance of 55.00 feet to a point on the acquired right-of-way line;

Thence S00°02'13"W along the acquired right-of-way line a distance of 30.00 feet to a point (said point is offset 55.00 feet right of and perpendicular to project centerline at Station 36+35.20);

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 8:33 AM TOTAL \$ 0.00 7 Pages



Thence S44°58'09"W along the acquired right-of-way line a distance of 35.40 feet to a point (said point is offset 30.00 feet right of and perpendicular to project centerline at Station 36+10.14);

Thence S00°02'13"W along the acquired right-of-way line a distance of 1,277.43 feet to a point on the grantor's south property line;

Thence N89°57'47"W along the grantors south property line a distance of 30.00 feet to the Point of Beginning of the property herein conveyed and containing 0.942 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

34 day of Octob En , 2022.

As Co-Trustee

As Co-Trustee

ACKNOWLEDGMENT

STATE OF

COUNTY OF

Aring a Notary Public, in and for said County in said State, hereby certify that Gary Baxter Froeba and Lynne Kaiser Froeba, as Co-Trustees of The Gary and Lynne Froeba Revocable Trust dated August 12, 2019, whose names are, signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____day of

KIMBERLY ANN LUNGREN Notary Public - North Carolina Buncombe County

Commission Expires Dec 5, 202

Commission Expires:

GRANTEE'S ADDRESS:

ACKNOWLEDGEMENT OF FUNDING, WAIVER OF RIGHTS TO APPRAISAL AND JUST COMPENSATION AND RIGHT-OF-ENTRY

BOROS RD G, D, B, & PAVE FROM FRANK RD TO COMSTOCK RD Project No. HW08392 Tract No. 13

I (We) the undersigned property owner(s) do hereby acknowledge that I (we) have been made aware of the fact that this project is not funded and could remain unfunded for some time.

I (We) hereby acknowledge that I (we) have been made aware of my (our) rights to an appraisal and just compensation and in further consideration of the benefits accrued to my (our) property from the above-referenced project, I (we) do hereby waive my (our) rights to said appraisal and just compensation and grant right-of-entry for the construction of same.

IN WITNE	ESS WHEREOF, we have hereunto	set our hands and seals on this the
3_← day of _	OG-3BER_, 2022.	Gary Baxter Froeba As Co-Trustee
		Lynne Kaiser Floeba As Co-Trustee

ACKNOWLEDGMENT

STATE OF)	
COUNTY OF))
KIMETHY Abrille	Notary Public, in and for said County in said State, hereby certify
that Gary Baxter Froeba and Lynne K	aiser Froeba, as Co-Trustees of The Gary and Lynne Froeba Revocable
Trust dated August 12, 2019, whose na	mes are, signed to the foregoing conveyance and who are known to me,
acknowledged before me on this day th	nat, being informed of the contents of this conveyance, they executed the
same voluntarily on the day the same b	ears date.
Sume votalitarily on the day in the	2
Given under my hand and office	ial seal this 3P day of OCTOBER 2022.
)
	1 1 2 (4 2
KIMBERLY ANN LUNGREN	I work of the property
Notary Public - North Carolina	NOTARY PUBLICO
Buncombe County	
My Commission Expires Dec 5, 2026	X. M. S.
My confinitission Expires Dec 3, 2028	My Commission Expires:
	*

CERTIFICATION OF TRUST

STATE OF ALABAMA

COUNTY OF BALDWIN

The undersigned Settlor hereby certifies the following:

- This Certificate of Trust relates to The Gary and Lynne Froeba Revocable Trust dated August 12, 2019.
- 2. The name of the Settlor: Gary Baxter Froeba and Lynne Kaiser Froeba
- The name and addresses of the initial Trustees: Gary Baxter Froeba and Lynne Kaiser Froeba

ASHEVICK N.C. 28804

- 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 octobe 2, 2022.

Gary Baxter Froeba

Lynne Kaiser Froeba

ACKNOWLEDGEMENT

STATE OF ALABAMA)

COUNTY OF BALDWIN)

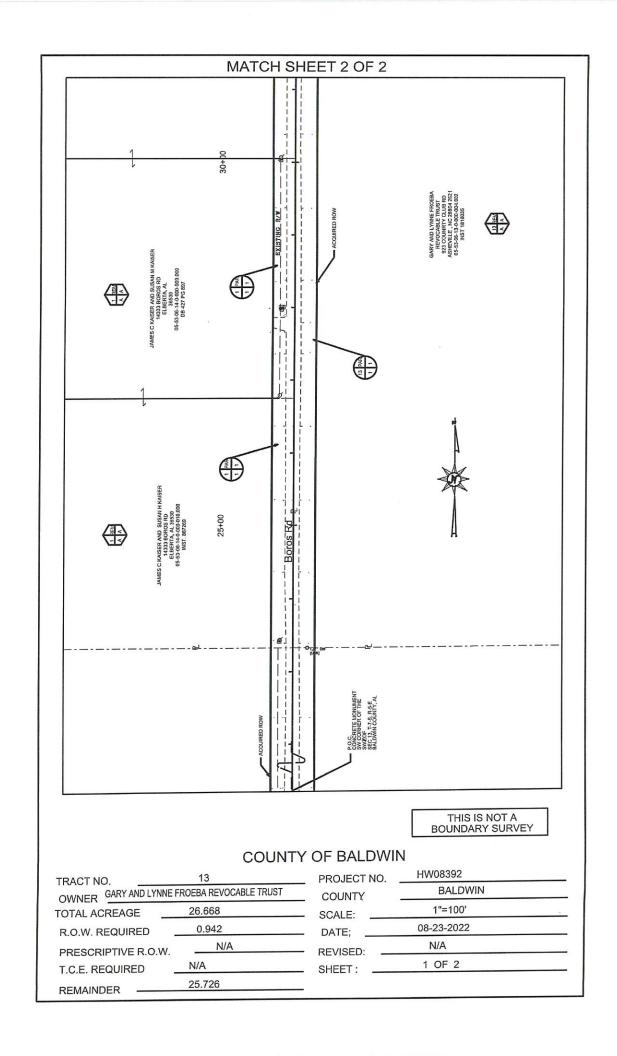
Baxter Froeba and Lynne Kaiser Froeba, as Co-Trustees of The Gary and Lynne Froeba Revocable Trust dated August 12, 2019, whose names are, signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, they as Co-Trustees executed the same voluntarily on the day the same bears date.

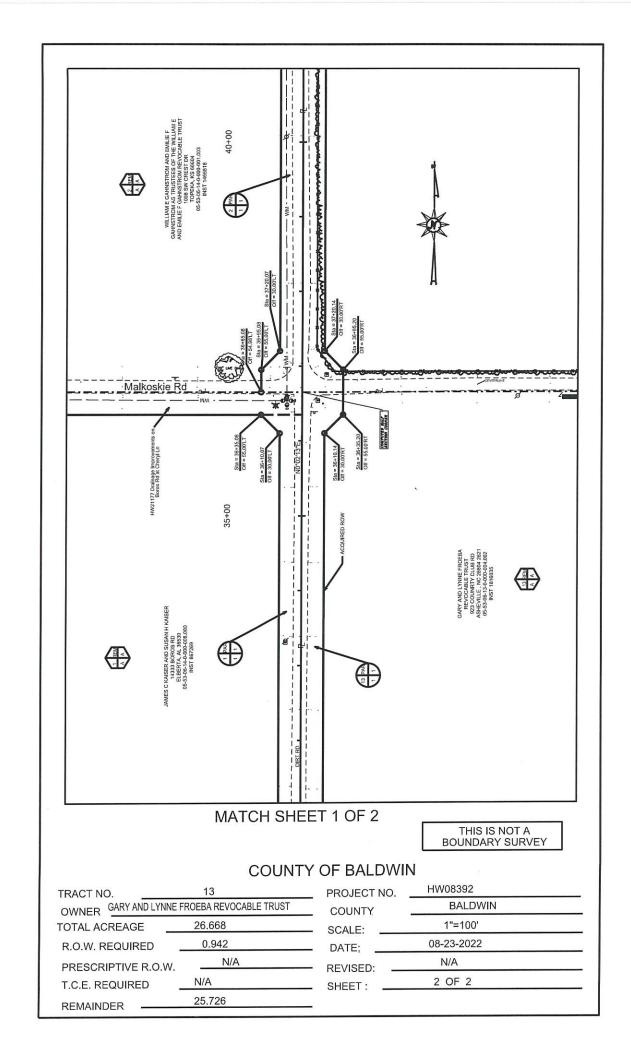
KIMBERLY ANN LUNGREN Notary Public - North Carolina Buncombe County My Commission Expires Dec 5, 2026

NOTARY PUBLIC

My Commission Expires: Dec 5th, 2036

253







BOROS ROAD TR 13







Baldwin County Commission

Agenda Action Form

File #: 23-0523, Version: 1 Item #: CN10

Meeting Type: BCC Regular Meeting

Meeting Date: 1/17/2023

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. HW22010 - Canyon Drive (Tract 1)

STAFF RECOMMENDATION

Take the following actions:

- 1) Accept 0.226 acres on Canyon Drive (Tract 1) as a right-of-way donated to Baldwin County by Fairhope Single Tax Corporation on April 14, 2022 (Instrument No. 2003016 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 April 14, 2022, the Baldwin County Highway Department accepted a right-of-way donation on Canyon Drive from Fairhope Single Tax Corporation.

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 #: CN10 File #: 23-0523, 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 Fairhope Single Tax Corporation and send copy to Tate Chalfant.

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

Contact:

Fairhope Single Tax Corporation 336 Fairhope Avenue Fairhope, Alabama 36532

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

Fairhope Single Tax Corporation

Identifying number

Sect	(or a gr	oup of similar	items) for	wh	ich	ı vo	u c	clair	nec	l a	de	duc	tio	n c	of \$	5,0	00 or	et in this section of less. Also list pub 100. See instruction	olicly traded		
Par		tion on Dona																			
1	(a) Nan	ne and address of th nee organization		(b)) If d hecl	lonat k the	ted p	orope k. Als	erty is so ent s For	s a v ter t	ehic	cle (se	ee ir e ide	nstru entif	ictic icat	ns),	(c) D (For	escription and condition a vehicle, enter the yea nileage. For securities ar see instruction	r, make, model, and ad other property,		
Α				П	Т	Τ	Τ		Τ			Τ			Т	Τ]				
В			П	Т	Τ	Τ		Τ			Τ			Т	Τ]					
С				П	Т	Τ	Τ		Τ			Τ			Т	Τ]				
D				П	Т	Т	Τ	П	Т		П	Т	Π	П	Т	T					
Е				П	Т	T	Τ	П	Т		П	T	Π	П	T	T	l				
Note	te: 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	quire or	ed			g) Do adju							arket tructi	value ons)	(i) Method used the fair ma						
Α	A																				
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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.																				
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2		that describes		•	pe	rty												_			
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	d ∐ Art* (co	ntribution of less	s than \$20,0	000)			h	lı	nte	llec	tual	l Pr	ope	erty	'					
	historical memo ** Collectibles in	rabilia, and other s clude coins, stam	similar objec ps, books, g	ts. ems	s, je	weli	ry, s	port	s me	emo	orab	oilia,	dol	ls, e	etc.	, but	not art	textiles, carpets, silv as defined above.	er, rare manuscripts		
Note	: In certain cases	s, you must atta	ch a qualifi	ed a	app	orais	sal	of th	ne p	rop	ert	y. S	ee	ins	tru	ction	ns.				
3		on of donated properce, attach a separat		d														ras donated, give a brief rty at the time of the gift.	(c) Appraised fair market value		
Α	0.226 Acres for C	County Road RO\	N			Ve	ery	Goo	d												
В																					
С																					
	(d) Date acquired by donor (mo., yr.)	(e) Ho	ow acquired by	y dor	nor				(f) Do		s c		r		ente		ain sales lount ed	, (h) Amount claimed as a deduction (see instructions)	(i) Date of contribution (see instructions)		
Α	_																				
В																					

С

Form 8283 (Rev. 11-2022) Page 2 Name(s) shown on your income tax return Identifying number Fairhope Single Tax Corporation 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 April 14, 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

Re-record to correct error in legal description.

THIS INSTRUMENT PREPARED BY THE BALDWIN COUNTY HIGHWAY DEPARTMENT ROBERTSDALE, ALABAMA 36567

STATE OF ALABAMA)

COUNTY OF BALDWIN)

Project No. HW22010
Canyon Dr
AFM from Blueberry Ln West 891'
05-46-01-11-0-000-001.676
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), Fairhope Single Tax Corporation, conveying property not part of their homestead, have this day bargained and sold, and by these presents do hereby GRANT, BARGAIN, SELL and CONVEY unto Baldwin County, Alabama, the following described property:

A part of the Northeast Quarter the Southwest Quarter of Section 11, Township 6 South, Range 2 East, identified as Tract Number 1 on the Canyon Dr, Project No. HW22010 in Baldwin County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing at a purported Southeast corner of the Southwest Quarter of Section 11, Township 6 South, Range 2 East, in Baldwin County, Alabama;

Thence N0°28'20"E leaving the south line of said Quarter/Quarter a distance of \$\frac{1,320.94}{8.2.2.4}\$ feet to a point;

Thence N90°0'0"W a distance of 29.56 feet to the grantor's Southeast property corner, being the Point of Beginning;

Thence N89°39'3"W along the grantor's south property line a distance of 328.45 feet to the Southwest property corner;

Thence N0°26'4"E along the grantor's west property line a distance of 29.96 feet to a point on the acquired R/W line;

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT P.O. BOX 220 SILVERHILL, ALABAMA 36576 BALDWIN COUNTY, ALABAMA
HARRY D'OLIVE, JR. PROBATE JUDGE
Filed/cert. 6/ 3/2022 8:32 AM
TOTAL \$ 0.00
5 Pages



BALDWIN COUNTY, ALABAMA HARRY D'OLIVE, JR. PROBATE JUDGE Filed/Cept. 4/18/2022 10:49 AM Total S 0.00 5 Pages



Thence S89°39'31"E along the acquired R/W line a distance of 328.45 feet to a point on the grantors east property line;

Thence S0°26'3"W along the grantors east property line a distance of 30 feet to the Point of Beginning of the property herein conveyed and containing 0.226 acres, more or less.

And as shown on the right of way map of record in the Baldwin County Highway Department, a copy of which is also deposited in the office of the Judge of Probate as an aid to persons and entities interested therein and as shown on the Property Sketch attached hereto and made a part hereof.

TO HAVE AND TO HOLD, unto Baldwin County, Alabama, its successors and assigns in fee simple forever.

AND FOR THE CONSIDERATION AFORESAID, I (we) do for myself (ourselves), for my (our) heirs, executors administrators, successors, and assigns covenant to and with Baldwin County, Alabama, that I (we) am (are) lawfully seized and possessed in fee simple of said tract or parcel of land hereinabove described; that I (we) have a good and lawful right to sell and convey the same as aforesaid; that the same is free of all encumbrances, liens, and claims, except the lien for ad valorem taxes which attached on October 1, last past, and which is to be paid by the grantor; and that I (we) will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

THE GRANTOR(S) HEREIN FURTHER COVENANT(S) AND AGREE(S), that the purchase price above-stated is in full compensation to him-her (them) for this conveyance.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal this the day of _______, 2022.

Fairhope Single Tax Corporation

By:

Lee Turner, Its President

Rv.

Reuben E. Davidson, III, Its Secretary

STATE OF ALABAMA COUNTY OF BALDWIN

and as the act of corporation.

ACKNOWLEDGMENT

I, Sawtova, a Notary Public, in and for said County in said State, hereby certify that Lee Turner, whose name as President of the Fairhope Single Tax Corporation and Reuben E. Davidson, III, whose name as Secretary of the Fairhope Single Tax Corporation, 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 as such officers and with full authority, executed the same voluntarily for

Given under my hand and official seal this day of

NOTARY PUBLIC

Commission Expires:



WAIVER OF RIGHTS TO APPRAISAL AND JUST COMPENSATION AND RIGHT-OF-ENTRY

CANYON DR AFM FROM BLUEBERRY LN WEST 891' PROJECT NO. HW22010 BALDWIN COUNTY, ALABAMA TRACT 1

I (We) the undersigned property owner(s) do hereby acknowledge that I (we) have been made aware of my (our) rights to an appraisal and just compensation and in further consideration of the benefits accrued to my (our) property from the above-referenced project, I (we) do hereby waive my (our) rights to said appraisal and just compensation and grant right-of-entry for the construction of same.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the

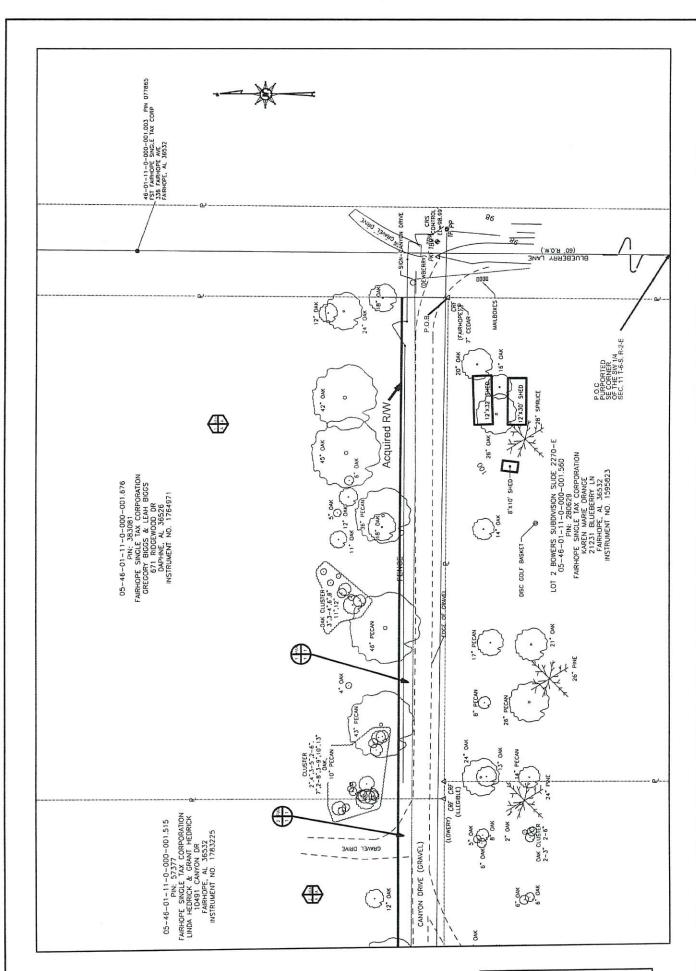
Fairhope Single Tax Corporation

Lee Turner, Its President

Reuben E. Davidson III, Its Secretary

ACKNOWLEDGMENT

STATE OF ALABAMA



THIS IS NOT A BOUNDARY SURVEY

COUNTY OF BALDWIN

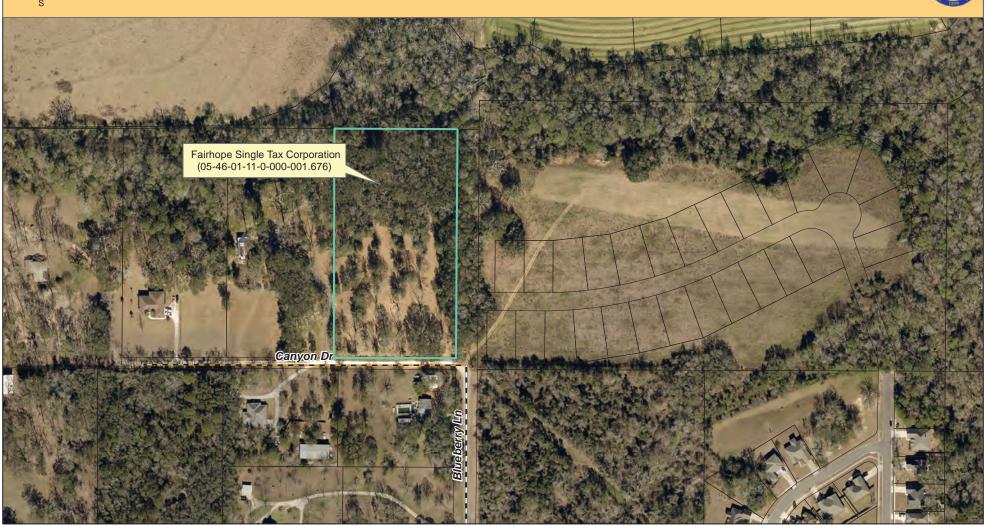
TRACT NO	1 GGS & LEAH BIGGS	_
TOTAL ACREAGE	5.000	-
R.O.W. REQUIRED	0.229	_
PRESCRIPTIVE R.O.W.	N/A	_
T.C.E. REQUIRED .	N/A	-
REMAINDER	4.774	-

PROJECT	NO. HW22010	_
COUNTY	BALDWIN	
SCALE:	1"=60'	_
DATE; _	02-08-2022	
REVISED:	03-15-2022	
SHEET:	1 OF 1	
OHLL!		



CANYON DRIVE TR 1







Baldwin County Commission

Agenda Action Form

File #: 23-0524, Version: 1 Item #: CN11

Meeting Type: BCC Regular Meeting

Meeting Date: 1/17/2023

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. HW22010 - Canyon Drive (Tract 2)

STAFF RECOMMENDATION

Take the following actions:

- 1) Accept 0.210 acres on Canyon Drive (Tract 2) as a right-of-way donated to Baldwin County by Fairhope Single Tax Corporation on April 14, 2022 (Instrument No. 2003017 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 April 14, 2022, the Baldwin County Highway Department accepted a right-of-way donation on Canyon Drive from Fairhope Single Tax Corporation.

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 #: CN11 File #: 23-0524, 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 Fairhope Single Tax Corporation and send copy to Tate Chalfant.

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

Contact:

Fairhope Single Tax Corporation 336 Fairhope Avenue Fairhope, Alabama 36532

Additional instructions/notes: N/A

Baldwin County Commission Page 2 of 2 Printed on 1/10/2023

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

Fairhope Single Tax Corporation

Identifying number

Sect		d Property of oup of similar es and certain	items) for	whic	h yo	u cl	aime	ed a	ιde	duc	ctio	n of	f \$5	,000 or	less	s. Also list pu	blicly traded
Par		tion on Dona															0113.
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Note	If the amount yo	ou claimed as a	deduction	tor ar	n iten	n is					_				mpie	ete columns (e), (t), and (g).
	(d) Date of the contribution	(e) Date acquired by donor (mo., yr.)	(f) How	acquii donor	red		(g) [or ac	Donoi djuste						ctions)		d to determine irket value	
_ <u>A</u> _																	
B						_					-						
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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		that describes			erty (O.1			_					7.7.1.1	
		ntribution of \$20 d Conservation		,		6		Oth Sec			l Es	tate			L	☐ Vehicles	I household items
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		ntribution of less	s than \$20.0	000)		e h	_	Inte				ope	rtv			_ 0 11101	
	* Art includes pa historical memor ** Collectibles inc	intings, sculpture abilia, and other sclude coins, stam	s, watercolor similar object ps, books, g	rs, prir ts. ems, j	ewelr	y, sp	ngs, c	eran mem	nics ioral	, anti oilia,	ique doll	s, de	ecora	ut not ar		•	ver, rare manuscripts
Note	In certain cases	, you must atta	ch a qualifie	ed ap	prais	sal o	f the	pro	per	y. S	ee i	instı	ructi	ons.			
3		on of donated prope ce, attach a separat		d												onated, give a brief the time of the gift.	(c) Appraised fair market value
Α	0.210 Acres for C	ounty Road ROV	V		Ve	ery G	iood										
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С																	
	(d) Date acquired by donor (mo., yr.)	(e) Ho	w acquired by	donor	r			Dono Idjust			r (nter a	rgain sale amount eived	´ `	a) 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 Fairhope Single Tax Corporation 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 April 14 2022 Furthermore, this organization affirms that in the event it sells, exchanges, or otherwise disposes of the property described in Section B, Part I (or any portion thereof) within 3 years after the date of receipt, it will file Form 8282. Donee Information Return, with the IRS and give the donor a copy of that form. This acknowledgment does not represent agreement with the claimed fair market value. Does the organization intend to use the property for an unrelated use? Name of charitable organization (donee) **Employer identification number Baldwin County Commission** Address (number, street, and room or suite no.) City or town, state, and ZIP code 312 Courthouse Square, Suite 11 Bay Minette, Alabama 36507

> Title Chairman

Authorized signature

Date

Re-record to correct error in legal description.

THIS INSTRUMENT PREPARED BY THE BALDWIN COUNTY HIGHWAY DEPARTMENT ROBERTSDALE, ALABAMA 36567

STATE OF ALABAMA

COUNTY OF BALDWIN)

Project No. HW22010 Canyon Dr AFM from Blueberry Ln West 891' 05-46-01-11-0-000-001.515 Tract No. 2

FEE SIMPLE WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten dollars (\$10.00), cash in hand paid to the undersigned by Baldwin County, Alabama, the receipt of which is hereby acknowledged, I (we), the undersigned Grantor(s), Fairhope Single Tax Corporation, have this day bargained and sold, and by these presents do hereby GRANT, BARGAIN, SELL and CONVEY unto Baldwin County, Alabama, the following described property:

A part of the Northeast Quarter the Southwest Quarter of Section 11, Township 6 South, Range 2 East, identified as Tract Number 2 on Canyon Dr, Project No. HW22010 in Baldwin County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing at a purported Southeast corner of the Southwest Quarter of Section 11, Township 6 South, Range 2 East, in Baldwin County, Alabama;

Thence N0°28'20"E leaving the south line said Quarter/Quarter a distance of \$\frac{1}{10.94}\$ feet to a point;

Thence N89°40'47"W a distance of 358.02 feet to the grantor's Southeast property corner, being the Point of Beginning;

Thence N89°39'4"W along the grantor's south property line a distance of 306.14 feet to the Southwest property corner;

Thence N0°22'47"E along the grantor's west property line a distance of 29.92 feet to a point on the acquired R/W line;

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT P.O. BOX 220 SILVERHILL, ALABAMA 36576 BALDWIN COUNTY, ALABAMA HARRY D'OLIVE, JR. PROBATE JUDGE Filed/cert. 6/3/2022 8:33 AM TOTAL \$ 0.00 5 Pages



BALDWIN COUNTY, ALABAMA HARRY D'OLIVE, JR. PROBATE JUDGE Filed/Cert. 4/18/2022 10:50 AM Total \$ 0.00 5 Pages Thence S89°39'31"E along the acquired R/W line a distance of 306.06 feet to a point on the grantors east property line;

Thence S0°26'4"W along the grantor's east property line a distance of 29.96 feet to the Point of Beginning of the property herein conveyed and containing 0.210 acres, more or less.

And as shown on the right of way map of record in the Baldwin County Highway Department, a copy of which is also deposited in the office of the Judge of Probate as an aid to persons and entities interested therein and as shown on the Property Sketch attached hereto and made a part hereof.

TO HAVE AND TO HOLD, unto Baldwin County, Alabama, its successors and assigns in fee simple forever.

AND FOR THE CONSIDERATION AFORESAID, I (we) do for myself (ourselves), for my (our) heirs, executors administrators, successors, and assigns covenant to and with Baldwin County, Alabama, that I (we) am (are) lawfully seized and possessed in fee simple of said tract or parcel of land hereinabove described; that I (we) have a good and lawful right to sell and convey the same as aforesaid; that the same is free of all encumbrances, liens, and claims, except the lien for ad valorem taxes which attached on October 1, last past, and which is to be paid by the grantor; and that I (we) will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

THE GRANTOR(S) HEREIN FURTHER COVENANT(S) AND AGREE(S), that the purchase price above-stated is in full compensation to him-her (them) for this conveyance.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal this the ________, 2022.

Fairhope Single Tax Corporation

By: Reuben E. Davidson, III, Its Secretary

ACKNOWLEDGMENT

STATE OF ALABAMA

COUNTY OF BALDWIN

I, Sanford, a Notary Public, in and for said County in said State, hereby certify that Lee Turner, whose name as President of the Fairhope Single Tax Corporation and Reuben E. Davidson, III, whose name as Secretary of the Fairhope Single Tax Corporation, 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 as such officers and with full authority, executed the same voluntarily for and as the act of corporation.

NOTARY PUBLIC

Commission Expires:

JENNIFER EVANS SANFORD

My Commission Expires

July 29, 2023

WAIVER OF RIGHTS TO APPRAISAL AND JUST COMPENSATION AND RIGHT-OF-ENTRY

CANYON DR AFM FROM BLUEBERRY LN WEST 891' PROJECT NO. HW22010 BALDWIN COUNTY, ALABAMA TRACT 2

I (We) the undersigned property owner(s) do hereby acknowledge that I (we) have been made aware of my (our) rights to an appraisal and just compensation and in further consideration of the benefits accrued to my (our) property from the above-referenced project, I (we) do hereby waive my (our) rights to said appraisal and just compensation and grant right-of-entry for the construction of same.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the

Fairhope Single Tax Corporation

Lee Turner, Its President

Reuben E. Davidson III, Its Secretary

ACKNOWLEDGMENT

STATE OF ALABAMA

COUNTY OF BALDWIN

Jenus Sans

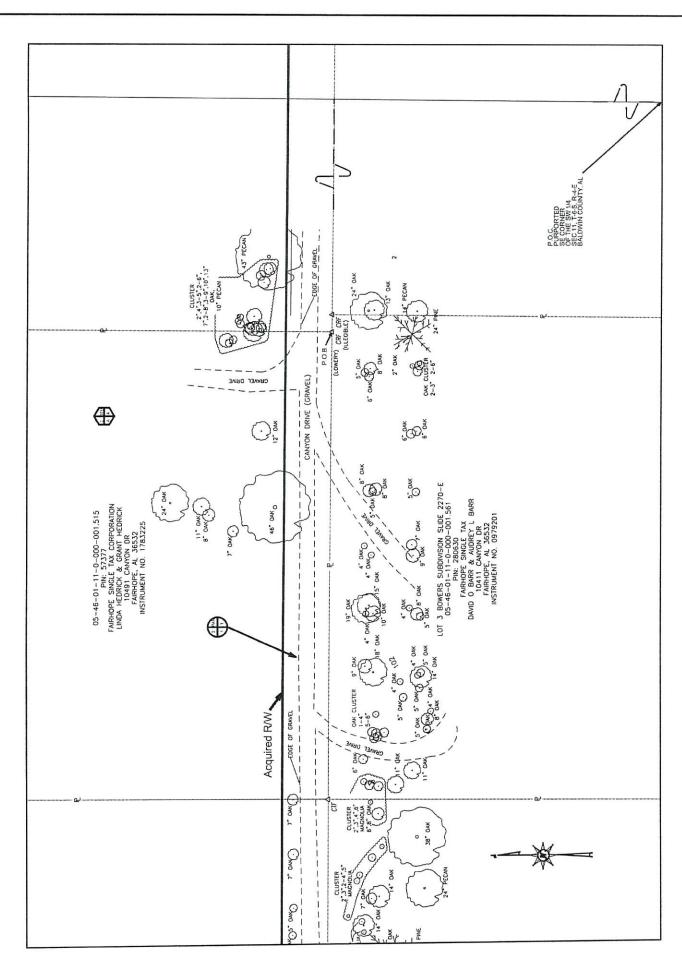
, a Notary Public, in and for said County in said State, hereby certify that Lee Turner and Reuben E. Davidson, III, whose names as President and Secretary of the Fairhope Single

Tax Corporation are signed to the foregoing conveyance and who are known to me, acknowledged before me on

NOTARY PUBLIC
NOTARY PUBLIC
NOTARY
JENNIFER EVANS SANFORD
My Commission Expires

My Commission Expires _____

July 29, 2023



THIS IS NOT A BOUNDARY SURVEY

COUNTY OF BALDWIN

 TRACT NO.
 2

 OWNER
 FST, LINDA & GRANT HEDRICK

 TOTAL ACREAGE
 4.662

 R.O.W. REQUIRED
 0.210

 PRESCRIPTIVE R.O.W.
 N/A

 T.C.E. REQUIRED
 N/A

 REMAINDER
 4.452

PROJECT NO.	HW22010	
COUNTY	BALDWIN	
SCALE:	1"=60'	
DATE;	02-08-2022	
REVISED:	03-15-2022	
SHEET:	1 OF 1	
OHLLI.		



CANYON DRIVE TR 2







Baldwin County Commission

Agenda Action Form

Meeting Type: BCC Regular Meeting

Meeting Date: 1/17/2023

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. HW22010 - Canyon Drive (Tract 3)

STAFF RECOMMENDATION

Take the following actions:

- 1) Accept 0.192 acres on Canyon Drive (Tract 3) as a right-of-way donated to Baldwin County by Fairhope Single Tax Corporation on April 14, 2022 (Instrument No. 2003018 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 April 14, 2022, the Baldwin County Highway Department accepted a right-of-way donation on Canyon Drive from Fairhope Single Tax Corporation.

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 #: CN12 File #: 23-0525, 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 Fairhope Single Tax Corporation and send copy to Tate Chalfant.

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

Contact:

Fairhope Single Tax Corporation 336 Fairhope Avenue Fairhope, Alabama 36532

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

Fairhope Single Tax Corporation

Identifying number

Sect	(or a gro	oup of similar i	tems) for	whic	ch y	ou c	clair	ned	a	dec	luct	ion	ı of	\$5	,000	or	t in this section c less. Also list pub 00. See instruction	olicly traded
Par		tion on Donat																
1		ne and address of the nee organization	€		f dona eck th num		x. Als	o ent	er th	e ve	hicle	ider	ntific	atior		(For	escription and condition a vehicle, enter the yea ileage. For securities ar see instruction	r, make, model, and and other property,
Α		П		Ш			Ι	П	Ι	Τ	П							
В		П	Τ	П			Τ	П	Τ	Τ	П							
С										Τ	П	Т	Τ					
D					П	T	П				П	Т	Т	П				
E				П	П	Т	П	П		Т	П	Т	T	П	7			
Note	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 acquire by donor) Dor adju							ket valu ctions)		(i) Method used the fair ma	
Α																		
В																4		
D E																\perp		
Sect	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.														ar items) for reportable in			
Par		tion on Donat																
2	a	that describes ntribution of \$20 d Conservation ent ntribution of less	,000 or mo Contributio	re) n	perty	/ dor		√ C □ S □ C	Secu Colle	uritie ectil		**		tv		i j	i ☐ Vehicles i ☐ Clothing and c ☐ Other	household items
Note	* Art includes pa historical memor	intings, sculptures rabilia, and other s clude coins, stamp	s, watercolor similar object os, books, ge	s, pri s. ems,	jewe	elry, s	vings sport	, cera	ami emo	cs, a rabi	antiq lia, c	ques dolls	s, de	cora	ut not		textiles, carpets, silv as defined above.	er, rare manuscripts,
3		on of donated prope ce, attach a separate		d													as donated, give a brief ty at the time of the gift.	(c) Appraised fair market value
Α	0.192 Acres for C	ounty Road ROV	V		V	/ery	Goo	d										
В																		
С		_																
	(d) Date acquired by donor (mo., yr.)	or			(f) Do adju		s co d ba		(9		nter a	rgain sa amount eived		(h) Amount claimed as a deduction (see instructions)	(i) Date of contribution (see instructions)			
A							\perp					\perp						
В							\perp					\perp						

Form 8283 (Rev. 11-2022) Page 2 Name(s) shown on your income tax return Identifying number Fairhope Single Tax Corporation 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 April 14, 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

Re-record to correct error in legal description.

THIS INSTRUMENT PREPARED BY THE BALDWIN COUNTY HIGHWAY DEPARTMENT ROBERTSDALE, ALABAMA 36567

STATE OF ALABAMA

,

COUNTY OF BALDWIN)

Project No. HW22010 Canyon Dr AFM from Blueberry Ln West 891' 05-46-01-11-0-000-001.550 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), Fairhope Single Tax Corporation, have this day bargained and sold, and by these presents do hereby GRANT, BARGAIN, SELL and CONVEY unto Baldwin County, Alabama, the following described property:

A part of the Northeast Quarter the Southwest Quarter of Section 11, Township 6 South, Range 2 East, identified as Tract Number 3 on Canyon Dr, Project No. HW22010 in Baldwin County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing at a purported Southeast corner of the Southwest Quarter of Section 11, Township 6 South, Range 2 East, in Baldwin County, Alabama;

Thence N0°28'20"E leaving the south line said Quarter/Quarter a distance of X481X24 feet to a point;

Thence N89°40'0"W a distance of 664.16 feet to the grantor's Southeast property corner, being the Point of Beginning;

Thence N89°40'32"W along the grantor's south property line a distance of 279.87 feet to the Southwest property corner;

Thence N0°22'47"E along the grantor's west property line a distance of 30 feet to a point on the acquired R/W line;

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT P.O. BOX 220 SILVERHILL, ALABAMA 36576 BALDWIN COUNTY, ALABAMA HARRY D'OLIVE, JR. PROBATE JUDGE Filed/cert. 6/3/2022 8:33 AM TOTAL \$ 0.00 5 Pages



BALDWIN COUNTY, ALABAMA HARRY D'OLIVE, JR. PROBATE JUDGE Filed/cert. 4/18/2022 10:51 AM Total S 0.00 5 Pages



Thence S89°39'31"E along the acquired R/W line a distance of 280 feet to a point on the grantor's east property line;

Thence S0°22'47"W along the grantor's east property line a distance of 29.92 feet the Point of Beginning of the property herein conveyed and containing 0.192 acres, more or less.

And as shown on the right of way map of record in the Baldwin County Highway Department, a copy of which is also deposited in the office of the Judge of Probate as an aid to persons and entities interested therein and as shown on the Property Sketch attached hereto and made a part hereof.

TO HAVE AND TO HOLD, unto Baldwin County, Alabama, its successors and assigns in fee simple forever.

AND FOR THE CONSIDERATION AFORESAID, I (we) do for myself (ourselves), for my (our) heirs, executors administrators, successors, and assigns covenant to and with Baldwin County, Alabama, that I (we) am (are) lawfully seized and possessed in fee simple of said tract or parcel of land hereinabove described; that I (we) have a good and lawful right to sell and convey the same as aforesaid; that the same is free of all encumbrances, liens, and claims, except the lien for ad valorem taxes which attached on October 1, last past, and which is to be paid by the grantor; and that I (we) will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

THE GRANTOR(S) HEREIN FURTHER COVENANT(S) AND AGREE(S), that the purchase price above-stated is in full compensation to him-her (them) for this conveyance.

Fairhope Single Tax Corporation

By:

Lee Turner, Its President

By:

Reuben E. Davidson, III, Its Secretary

ACKNOWLEDGMENT

STATE OF ALABAMA

COUNTY OF BALDWIN

I, Santow, a Notary Public, in and for said County in said State, hereby certify that Lee Turner, whose name as President of the Fairhope Single Tax Corporation and Reuben E. Davidson, III, whose name as Secretary of the Fairhope Single Tax Corporation, 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 as such officers and with full authority, executed the same voluntarily for and as the act of corporation.

Given under my hand and official seal this 14 day of

2022

NOTARY PUBLIC

Commission Expires:



JENNIFER EVANS SANFORD My Commission Expires July 29, 2023

WAIVER OF RIGHTS TO APPRAISAL AND JUST COMPENSATION AND RIGHT-OF-ENTRY

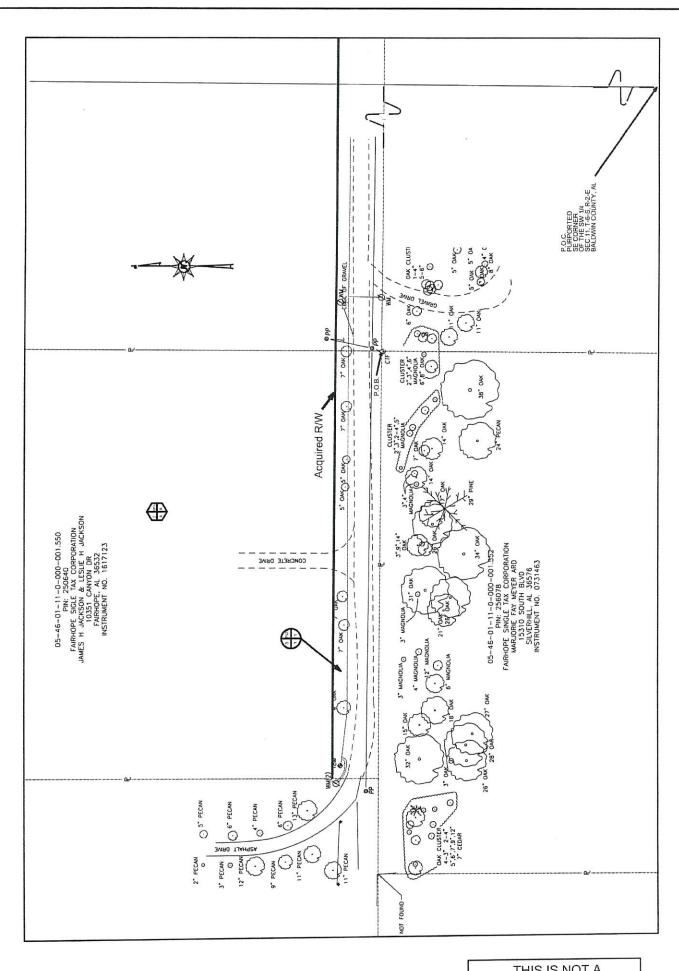
CANYON DR AFM FROM BLUEBERRY LN WEST 891' PROJECT NO. HW22010 BALDWIN COUNTY, ALABAMA TRACT 3

I (We) the undersigned property owner(s) do hereby acknowledge that I (we) have been made aware of my (our) rights to an appraisal and just compensation and in further consideration of the benefits accrued to my (our) property from the above-referenced project, I (we) do hereby waive my (our) rights to said appraisal and just compensation and grant right-of-entry for the construction of same.

ACKNOWLEDGMENT

STATE OF ALABAMA

COUNTY OF BALDWIN
Jennifer Eyans
a Notary Public, in and for said County in said State, nereby certify
that Lee Turner and Reuben E. Davidson, III, whose names as President and Secretary of the Fairhope Single
Tax Corporation 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
JENNIFER EVANS SANFORD NOTARY My Commission Expires
July 29, 2023
My Commission Expires



THIS IS NOT A BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO	3
OWNER FST, JAMES H&LE	SLIE H JAKSON
TOTAL ACREAGE	4.261
R.O.W. REQUIRED	0.192
PRESCRIPTIVE R.O.W.	N/A
• • • • • • • • • • • • • • • • • • • •	N/A
T.C.E. REQUIRED	14/74
REMAINDER	4.069

PROJECT	NO. HW22010	
COUNTY	BALDWIN	
SCALE:	1"=60'	
DATE: _	02-08-2022	
REVISED:	03-15-2022	
SHEET:	1 OF 1	
OTTLET.	3	



CANYON DRIVE TR 3







Baldwin County Commission

Agenda Action Form

File #: 23-0526, Version: 1 Item #: CN13

Meeting Type: BCC Regular Meeting

Meeting Date: 1/17/2023

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. HW22020 - Paul Cleverdon Road (Tract 2)

STAFF RECOMMENDATION

Take the following actions:

- 1) Accept 0.603 acres on Paul Cleverdon Road (Tract 2) as a right-of-way donated to Baldwin County by Daniel K. Stella on August 12, 2022 (Instrument No. 2017527 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 August 12, 2022, the Baldwin County Highway Department accepted a right-ofway donation on Paul Cleverdon Road from Daniel K. Stella.

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 #: CN13 File #: 23-0526, 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 Daniel K. Stella and send copy to Tate Chalfant.

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

Contact:

Mr. Daniel K. Stella Post Office Box 528 Silverhill, Alabama 36576

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

Daniel K. Stella

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	ied	a d	edu	uct	tior	n of	\$5	,00	00 or	less.	. Also I	ist pub	olicly traded
Par	Informa	tion on Dona	ted Prope	rty	<u>, </u>	f yo	u n	ieed	d m	ore	sp	ac	e,	atta	ich	as	state	nent			
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В		Ι	П		Ι	_ Ш					Τ										
С					Ι	П		Ι	_ Ш					Τ							
D					Τ	П	Τ	Τ	<u>[</u> Ш					Τ							
E																					
Note:	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 (mo., yr.) (f) How acquired by donor (mo., yr.) (f) How acquired by donor (g) Donor's cost or adjusted basis (see instructions) (i) Method used to the fair market value (see instructions)																				
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	_	d Conservation	Contributio	n			f			ecu								j _		ng and	household items
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	historical memor	abilia, and other s	similar objec	ts.		•		0 /			•			,			,		, ,	ŕ	er, rare manuscripts,
Note:	In certain cases	clude coins, stam s, you must atta				,	′ '					,		,	,			as de	etined at	oove.	
3		on of donated prope ce, attach a separat		d															nated, given he time o		(c) Appraised fair market value
Α	0.603 Acres for C	ounty Road ROV	V			Ver	v G	ood													
В																					
С																					
	(d) Date acquired by donor (mo., yr.)	(e) Ho	w acquired by	y dor	nor			(f	f) Dor adju	nor's sted			(nter	argai amo eive) `a	Amount on as a dedu	ction	(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 Daniel K. Stella 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 August 12, 2022 Furthermore, this organization affirms that in the event it sells, exchanges, or otherwise disposes of the property described in Section B, Part I (or any portion thereof) within 3 years after the date of receipt, it will file Form 8282. Donee Information Return, with the IRS and give the donor a copy of that form. This acknowledgment does not represent agreement with the claimed fair market value. Does the organization intend to use the property for an unrelated use? Name of charitable organization (donee) **Employer identification number Baldwin County Commission** Address (number, street, and room or suite no.) City or town, state, and ZIP code 312 Courthouse Square, Suite 11 Bay Minette, Alabama 36507

> Title Chairman

Authorized signature

Date

THIS INSTRUMENT PREPARED BY THE BALDWIN COUNTY HIGHWAY DEPARTMENT ROBERTSDALE, ALABAMA 36567

STATE OF ALABAMA)

COUNTY OF BALDWIN)

Project No. HW22020 Paul Cleverdon Road G, D, B & Pave from CR 32 to CR 34 05-47-07-36-0-000-009.003 Tract No. 2

Melan

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), **Daniel K.**Stella, Single man, have this day bargained and sold, and by these presents do hereby GRANT, BARGAIN, SELL and CONVEY unto **Baldwin County**, **Alabama**, the following described property:

A part of the Southeast Quarter of the Southeast Quarter of Section 36, Township 6 South, Range 3 East, identified as Tract Number 2 on Paul Cleverdon Road, Project No. HW22020 in Baldwin County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing at a nail found at the Southeast Corner of the Southeast Quarter Section 36, Township 6 South, Range 3 East, in Baldwin County, Alabama;

Thence N0°17'58"W along the east line of said section line a distance of 656.63 feet to the grantor's southeast property corner being the Point of Beginning of the property herein to be conveyed;

Thence S89°59'59"W along the grantor's south property line a distance of 40.00 feet to a point on the acquired R/W line;

Thence N0°17'58"E along the acquired R/W line a distance of 656.75 feet to a point on the grantor's north property line;

Thence S89°53'44"E along the grantor's north property line a distance of 40.00 feet to the grantor's northeast 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/Get. 8/12/2022 2:30 PM Total S 0.00 5 Pages





Thence S0°17'58"W along the grantor's east property line a distance of 656.65 feet to the Point of Beginning of the property herein conveyed and containing 0.603 acres, more or less.

And as shown on the right of way map of record in the Baldwin County Highway Department, a copy of which is also deposited in the office of the Judge of Probate as an aid to persons and entities interested therein and as shown on the Property Sketch attached hereto and made a part hereof.

TO HAVE AND TO HOLD, unto Baldwin County, Alabama, its successors and assigns in fee simple forever.

AND FOR THE CONSIDERATION AFORESAID, I (we) do for myself (ourselves), for my (our) heirs, executors administrators, successors, and assigns covenant to and with Baldwin County, Alabama, that I (we) am (are) lawfully seized and possessed in fee simple of said tract or parcel of land hereinabove described; that I (we) have a good and lawful right to sell and convey the same as aforesaid; that the same is free of all encumbrances, liens, and claims, except the lien for ad valorem taxes which attached on October 1, last past, and which is to be paid by the grantor; and that I (we) will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

THE GRANTOR(S) HEREIN FURTHER COVENANT(S) AND AGREE(S), that the purchase price above-stated is in full compensation to him-her (them) for this conveyance.

	IN W	ITNESS	WHEREOF,	I (we) have	hereunto	set my (our) l	hand(s)	and	seal	this
the	n	_day of	AC	, 2022.							

ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, <u>Tate Chaffort</u>, a Notary Public, in and for said County in said State, hereby certify that <u>Daniel K. Stella</u>, whose name is, signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 12 day of

NOTARY PUBLIC

NOTARY PUBLIC

TATE CHALFANT My Commission Expires February 6, 2024

Commission Expires:

ACKNOWLEDGEMENT OF FUNDING, WAIVER OF RIGHTS TO APPRAISAL AND JUST COMPENSATION AND RIGHT-OF-ENTRY

Paul Cleverdon Rd CR 32 to CR 34 S Project No. HW22020 Tract No. 2

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.

ACKNOWLEDGMENT

STATE OF ALABAMA

same voluntarily on the day the same bears date.

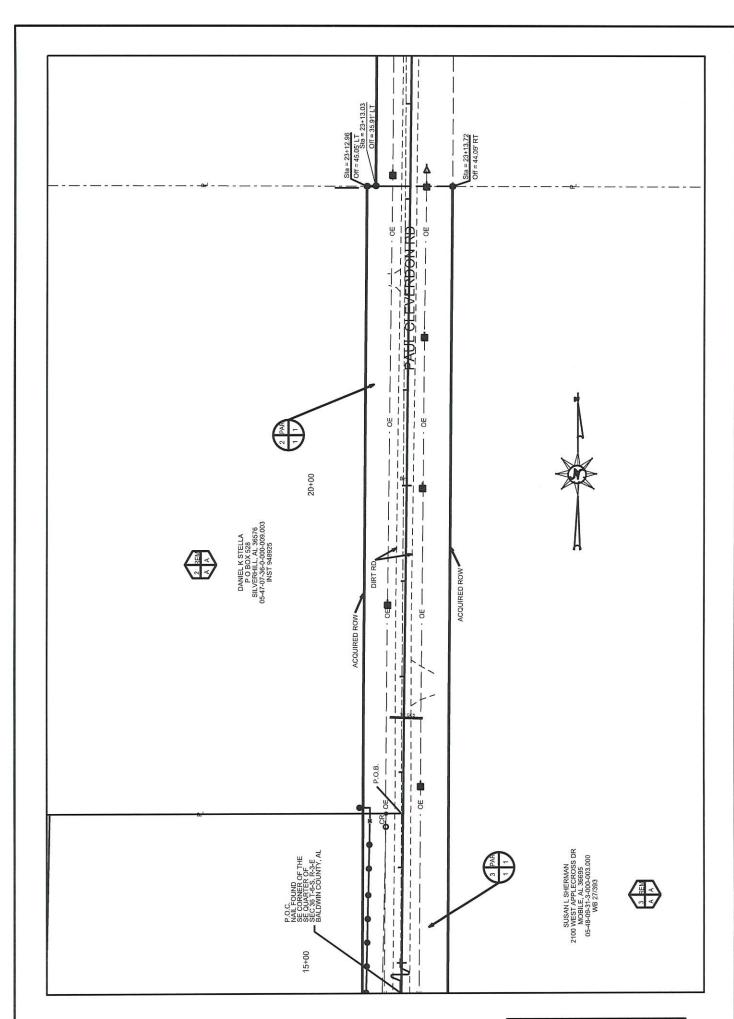
I, Interpretation of the Charlet And American State, hereby certify that Daniel K. Stella whose names are, signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, they executed the

Given under my hand and official seal this 2 day of August 2022

NOTARY PUBLIC

TATE CHALFANT
My Commission Expires
February 6, 2024

My Commission Expires:



THIS IS NOT A BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO.	2
OWNER DANIEL K STELLA	
TOTAL ACREAGE	19.951
R.O.W. REQUIRED	0.603
PRESCRIPTIVE R.O.W.	n/a
T.C.E. REQUIRED	N/A
DEMAINDED	19.348

PROJECT NO	o. <u>HW22020</u>	
COUNTY	BALDWIN	
SCALE: _	1"=100'	
DATE;	07-07-2022	
REVISED:	N/A	
SHEET: _	1 OF 1	
J.,		



PAUL CLEVERDON ROAD TR 2







Agenda Action Form

File #: 23-0527, Version: 1 Item #: CN14

Meeting Type: BCC Regular Meeting

Meeting Date: 1/17/2023

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. HW19121000/0212119 -Russian Road (Tract 18)

STAFF RECOMMENDATION

Take the following actions:

- 1) Accept 0.061 acres on Russian Road (Tract 18) as a right-of-way donated to Baldwin County by Rhonda Pierce on September 26, 2022 (Instrument No. 2025521 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 Russian Road from Rhonda Pierce.

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 #: CN14 File #: 23-0527, 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 Rhonda Pierce and send copy to Tate Chalfant.

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

Contact:

Ms. Rhonda Pierce 23210 Russian Road Gulf Shores, Alabama 36542

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

Rhonda Pierce

Identifying number

Sect	(or a gro	oup of similar i	tems) for which	you cla	aime	d a de	educt	ion c	of \$5,0	00 or l	t in this section c less. Also list put 00. See instruction	olicly traded
Par	t I Informa	tion on Donat	ed Property-	f you n	eed r	nore	spac	e, at	tach a	stater	nent.	
1	(a) Nam dor	check	 i) 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					П]		
В					П]		
С					П					1		
D					П]		
E					П							
Note	: If the amount yo	ou claimed as a	deduction for an	item is	\$500	or less	s, you	do n	ot have	to cor	mplete columns (e)	, (f), and (g).
	(d) Date of the contribution	(e) Date acquired by donor (mo., yr.)	(f) How acquire by donor	d		onor's o			ir market instruct		(i) Method used the fair ma	
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В												
C												
D E												
	Invento which y Section qualified	ry Reportable ou claimed a d A). Provide a d appraisal is d	e in Section A)- deduction of mo separate form for generally require	-Compre than	olete n \$5,0 n item	this s 000 p dona	ectio er ite ated (n for m or unles	one if group ss it is	em (or exce part o	cles, Intellectual r a group of simil pt contributions f a group of simil e instructions.	ar items) for reportable in
Par		tion on Donat										
2 Note	a Art* (conb Qualified C Equipmed Art* (contact Art includes paintstorical memore)	atribution of \$20 d Conservation of ent atribution of less ntings, sculptures abilia, and other sclude coins, stamp	Contribution than \$20,000) s, watercolors, prints	e f g h s, drawin velry, sp	e V (Secur Collect Intelle ramics	ties tibles ctual , antiq bilia, c	,** Prope lues, d	erty decorati etc., but	ve arts, not art	textiles, carpets, silv	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	A 0.061 Acres for County Road ROW V					Very Good						
В												
С												
	(d) Date acquired by donor (mo., yr.)	(e) Ho	w acquired by donor	•		onor's ljusted l		(g)	For barga enter am receiv	ount	(h) Amount claimed as a deduction (see instructions)	(i) Date of contribution (see instructions)
A B												

Form 8283 (Rev. 11-2022) Page 2 Name(s) shown on your income tax return Identifying number Rhonda Pierce 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 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. HW19121000/0212119
Russian Road
G, D, B & Pave from Roscoe Road
to End of Maintenance
05-61-06-23-0-000-011.000
Tract No. 18

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), **Rhonda Pierce**, a single woman, have this day bargained and sold, and by these presents do hereby GRANT, BARGAIN, SELL and CONVEY unto **Baldwin County**, **Alabama**, the following described property:

A part of the Northeast Quarter of the Southeast Quarter of Section 23, Township 8 South, Range 4 East, identified as Tract Number 16 on the Russian Road, Project No. HW19121000/0212119 in Baldwin County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing at a 5/8 inch rod found at the northeast corner of the Northeast Quarter of the Southeast Quarter of Section 23, Township 8 South, Range 4 East, in Baldwin County, Alabama;

Thence S0°04'34"W along the east line of said Section a distance of 1120.29 feet to a point;

Thence S90°0'0"W leaving said Section line a distance of 5.99 feet to the grantor's northeast property corner and being the Point of Beginning of the property herein to be conveyed;

Thence S0°52'52"E along the grantor's east property line a distance of 211.78 feet to the grantor's southeast property corner;

Thence N89°39'11"W along the grantor's south property line a distance of 13.73 feet to the acquired R/W line;

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT P.O. BOX 220 SILVERHILL, ALABAMA 36576 BALDWIN COUNTY, ALABAMA HARRY D'OLIVE, JR. PROBATE JUDGE Filed/cert. 9/26/2022 3:06 PM TOTAL \$ 0.00 4 Pages



Thence N0°13'12"W along the acquired R/W line a distance of 211.72 feet to the grantor's north property line;

Thence S89°45'03"E along the grantor's north property line a distance of 11.28 feet to the Point of Beginning of the property herein conveyed and containing 0.061 acres, more or less.

And as shown on the right of way map of record in the Baldwin County Highway Department, a copy of which is also deposited in the office of the Judge of Probate as an aid to persons and entities interested therein and as shown on the Property Sketch attached hereto and made a part hereof.

TO HAVE AND TO HOLD, unto Baldwin County, Alabama, its successors and assigns in fee simple forever.

AND FOR THE CONSIDERATION AFORESAID, I (we) do for myself (ourselves), for my (our) heirs, executors administrators, successors, and assigns covenant to and with Baldwin County, Alabama, that I (we) am (are) lawfully seized and possessed in fee simple of said tract or parcel of land hereinabove described; that I (we) have a good and lawful right to sell and convey the same as aforesaid; that the same is free of all encumbrances, liens, and claims, except the lien for ad valorem taxes which attached on October 1, last past, and which is to be paid by the grantor; and that I (we) will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

THE GRANTOR(S) HEREIN FURTHER COVENANT(S) AND AGREE(S), that the purchase price above-stated is in full compensation to him-her (them) for this conveyance.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal this the 26 day of september, 2022.

ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF BALDWIN	J)

I, Blavely L. Hall, a Notary Public, in and for said County in said State, hereby
certify that Rhonda Pierce, 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 this 210 day of SEDEMDEL, A.D. 2022.

Given under my hand this 210 day of Storem Of

My Commission Expires: August 21, 2024

Commission Expires:

GRANTEE'S ADDRESS:

ACKNOWLEDGEMENT OF FUNDING, WAIVER OF RIGHTS TO APPRAISAL AND JUST COMPENSATION AND RIGHT-OF-ENTRY

G, D, B & Pave Russian Road From Roscoe Road to EOM Project No. HW19121000/0212119 Tract No. 18

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.

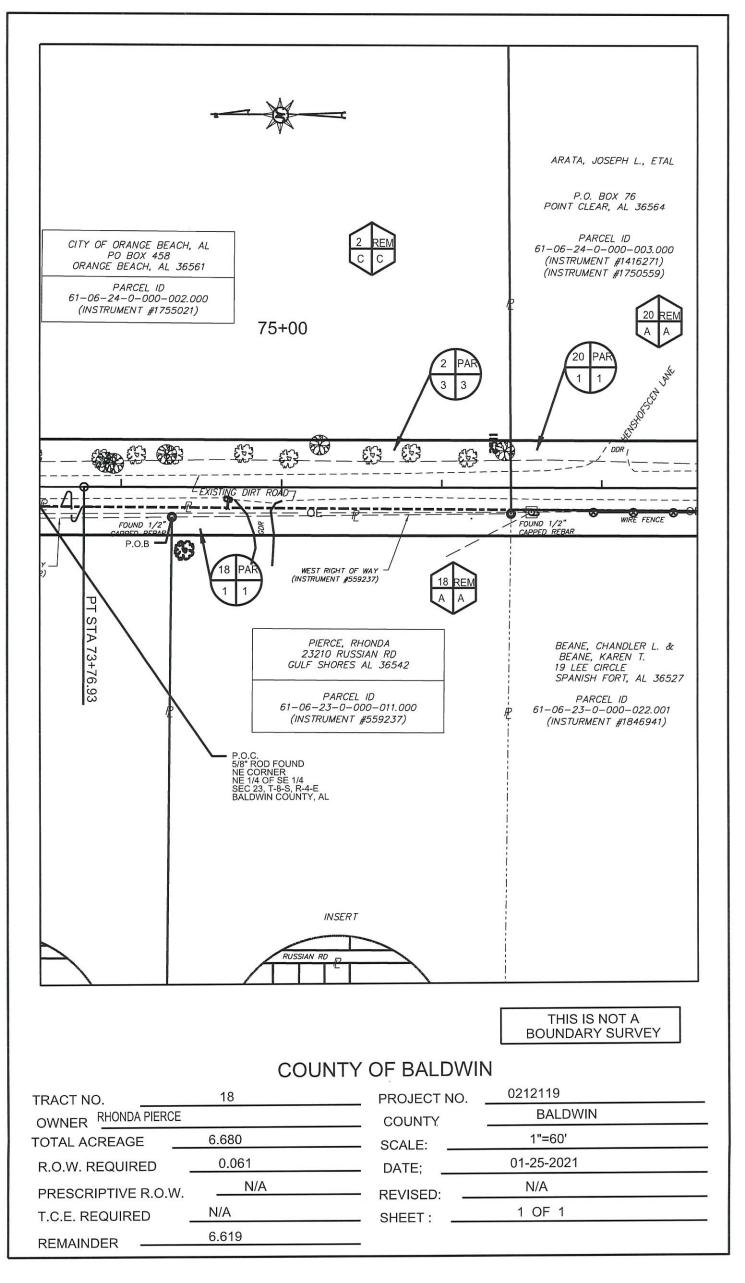
IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the

20 day of September, 2022.

About Pierce

ACKNOWLEDGMENT

STATE OF ALABAMA)	
COUNTY OF BALDWIN)	
certify that Rhonda Pierce, whose name	, a Notary Public, in and for said County in said State, herebe is, signed to the foregoing conveyance and who is known to m, being informed of the contents of this conveyance, she executed the date.
Given under my hand and official	seal this 26 day of September 2022.
	NOTARY PUBLIC
	My Commission Expires: August 21, 2024
	My Commission Expires:







Agenda Action Form

File #: 23-0477, Version: 1 Item #: CN15

Meeting Type: BCC Regular Meeting

Meeting Date: 1/17/2023

Item Status: New

From: Joey Nunnally, P.E., County Engineer

Tyler Mitchell, P.E., Construction Manager

Submitted by: Halley Dixon, Operations Support Specialist II

ITEM TITLE

Case No. S-19028 - Hill Top Subdivision, Phase One - Release Maintenance Bond

STAFF RECOMMENDATION

Authorize staff to release the Surety Document (Maintenance Bond) from FCCI Insurance Company on behalf of Baldwin Road Builders, Inc. for Hill Top Subdivision, Phase One, in the amount of \$134, 290.90 which guarantees the workmanship and materials of the roadways and drainage improvements within the public rights-of-way as shown on the approved Final Plat and "As-Built" construction plans.

BACKGROUND INFORMATION

Background: The workmanship and materials for the roadways and drainage improvements have been inspected and approved in accordance with the Baldwin County Subdivision Regulations.

Previous Commission action/date: November 3, 2020 - The Commission accepted Petiole Drive (2,923 ft) for maintenance and authorized the road to be added to the County Maintained Road List. The Commission also approved and authorized the Chairman to execute the Subdivision Roadway and Drainage Improvement Acceptance Agreement and accepted the Surety Bond from FCCI Insurance Company on behalf of Baldwin Road Builders, Inc. in the amount \$134,290.90 to guarantee the workmanship and materials of the roadways and drainage improvements within the public rights-of-way as shown on the approved Final and "As-Built" construction plans.

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

Item #: CN15 File #: 23-0477, Version: 1

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 send to Halley Dixon (Highway) to release and return surety bond with correspondence.

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

Contact:

Mr. Bryan V. Peacock, P.E. Baldwin Road Builders, Inc 18520 County Road 9 Silverhill. Alabama 36576

MAINTENANCE BOND

BOND NUMBER - ____

KNOWN ALL MEN BY THESE PRESENTS, That we:	Baldwin Road Builders, Inc
, (Contractor or Owner) as Principal, a	nd FCCI Insurance Company
, (Surety) a corporate of the State ofFlorida.	
and firmly bound unto: BALDWIN COUNTY COMMISSION,	BALDWIN COUNTY, ALABAMA
money of the United States of America, to be paid to the said	
COMMISSION, BALDWIN County, Alabama its certain atto	
well and truly to be made we do bind ourselves, our heirs, ex	
and assigns, and everyone of them, jointly and severally, firm	
IN TESTIMONY WHEREOF, The said Principal has hereunt Surety has caused its corporate seal to be hereunto affixed, this <u>6th</u> day of <u>October</u> , 20 <u>20</u> .	
WHEREAS, The said Principal did enter into a contract entitl Improvement Acceptance Agreement (the "Agreement") with COMMISSION, BALDWIN COUNTY, ALABAMA forHill	the said BALDWIN COUNTY
(Name of Development) and in said A	
the said work in good condition for a period of two years from Commission votes in the affirmative to accept for maintenan	n the date the Baldwin County
improvements made the subject of the Agreement.	or more and and analoge
NOW THE CONDITION OF THIS OBLIGATION IS SUCH, T truly, at the request of the said Obligee, or its proper represe the said work in good condition. The term of the bond exten execution of the Agreement including any necessary extensions.	entative or representatives, maintain ds 24 months beyond the full
Attest: Contractor or Owner:	Baldwin Road Builders, Inc
	n vlil
9	eacock
O TO	CI In company Company
Surety:	CCI Insurance Company
COUNTERSIGNED: By:	re be wh
Anna	B. Rushing, Attorney in-Fact



GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Anna B Rushing; Harry W Mattei; L Taylor Beville; M Harland Ison Jr; Peyton L Mattei

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$10,000,000.00): \$10,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

bond, undertaking or contract of surety to which it is attached	d.
In witness whereof, the FCCI Insurance Company ha officers and its corporate Seal to be hereunto affixed, this _	s caused these presents to be signed by its duly authorized 23rd day of July , 2020.
Attest: Christina D. Welch, President FCCI Insurance Company	Christopher Shoucair, EVP, CFO, Treasurer, Secretary FCCI Insurance Company
State of Florida County of Sarasota	
Before me this day personally appeared Christina the foregoing document for the purposes expressed therein.	D. Welch, who is personally known to me and who executed
My commission expires: 2/27/2023 Notary Public State of Peggy Snow My Commission GG 2t Epires 0/27/2023	
State of Florida County of Sarasota	
Before me this day personally appeared Christina the foregoing document for the purposes expressed therein.	D. Welch, who is personally known to me and who executed
My commission expires: 2/27/2023 My commission expires: 2/27/2023 My Commission GG 2/ Expires 02/27/2023	Jugar onow
CERT	IFICATE
	mpany, a Florida Corporation, DO HEREBY CERTIFY that the not been revoked; and furthermore that the February 27, 2020 ver of Attorney, is now in force.
	Dated this day of,
	Christopher Shoucair, EVP, CFO, Treasurer, Secretary FCCI Insurance Company



BALDWIN COUNTY

HIGHWAY DEPARTMENT

P.O. Box 220 SILVERHILL, ALABAMA 36576

TELEPHONE: (251) 937-0371 FAX (251) 937-0201 JOEY NUNNALLY, P.E. COUNTY ENGINEER

July 14, 2022

Bryan V. Peacock, P.E. Baldwin Road Builders, Inc. 18520 County Road 9 Silverhill, AL 36576

S-19028 - Hill Top Subdivision Ph, 1 - Bond Release Inspection

Dear Mr. Peacock:

The above referenced subdivision was inspected on December 16, 2022 for compliance with the submitted construction plans. There are no noted deficiencies within the right-of-way at this time.

If you have any questions or concerns, do not hesitate to contact me at (251) 202-1693 or at illundy@baldwincountyal.gov

Sincerely,

John Lundy

Permit/Subdivision Inspector

Cc: Tyler Mitchell, P.E. Construction Manager

File



BALDWIN COUNTY

HIGHWAY DEPARTMENT

JOEY NUNNALLY, P.E. **COUNTY ENGINEER**

P.O. BOX 220 SILVERHILL, ALABAMA 36576

TELEPHONE: (251) 937-0371 FAX: (251) 937-0201

January 3, 2023

To:

Joey Nunnally, PE

County Engineer

From: Tyler Mitchell, PE

Construction Manager

RE:

S-19028 - Hill Top Subdivision, Phase One - Release of Surety

Please allow this letter to serve as notification that the workmanship and materials for the roadways and drainage improvements on the above referenced subdivision have been inspected and approved in accordance with the Baldwin County Subdivision Regulations.

Release of surety is hereby authorized.

Please contact me if any further information is required.

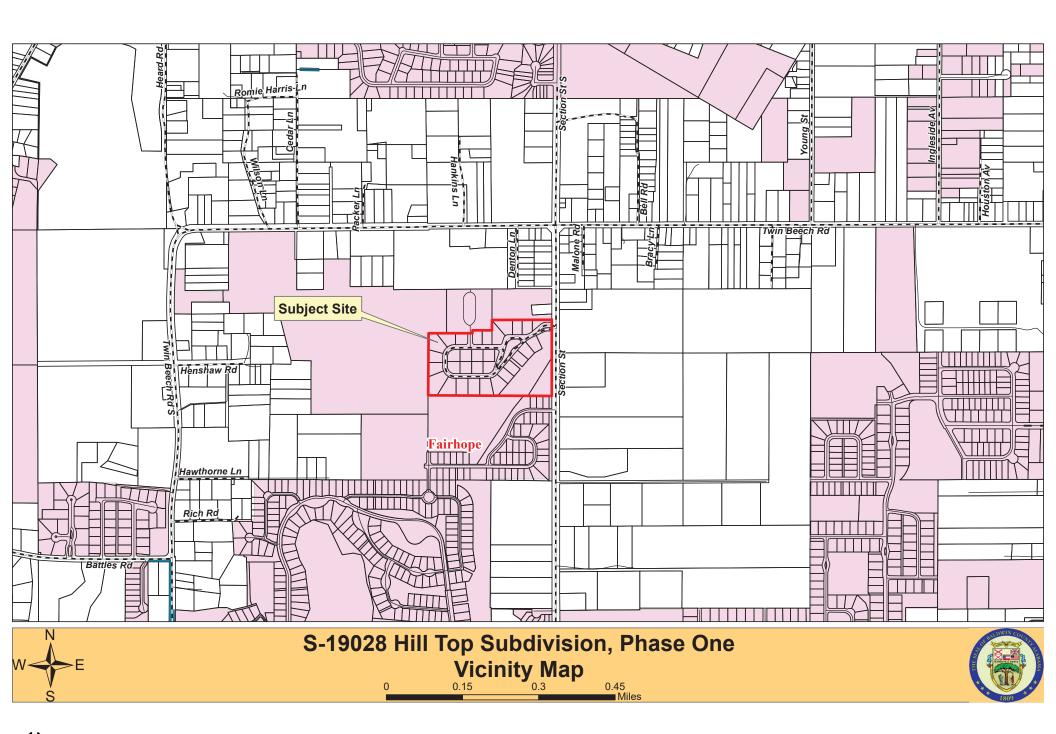
Thank you.

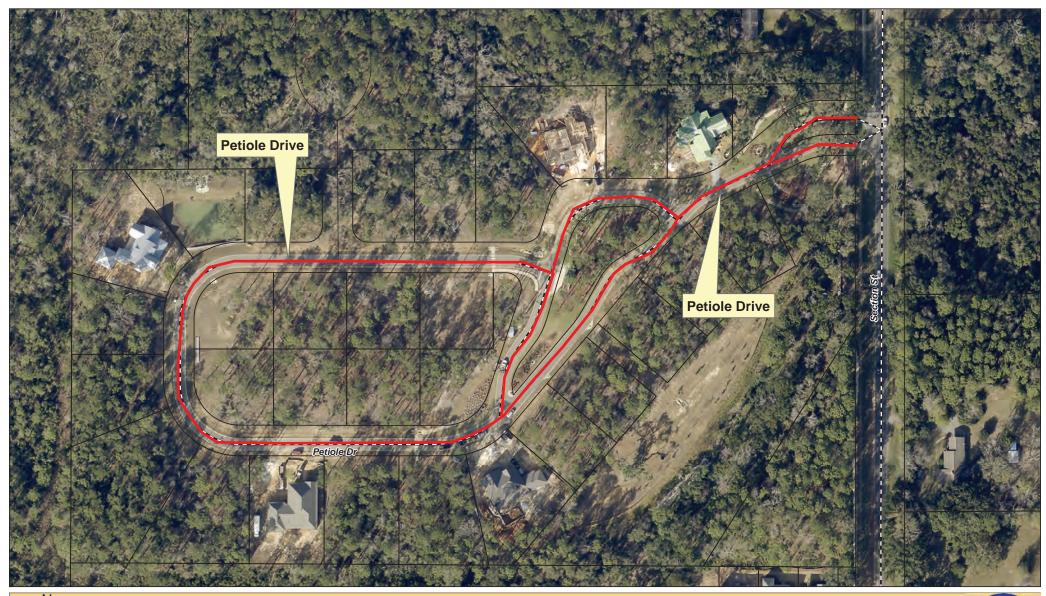
Tyler Mitchell, PE

Construction Manager

CC:

file







S-19028 Hill Top Subdivision, Phase One Site Map





Agenda Action Form

File #: 23-0544, Version: 1 Item #: CO1

Meeting Type: BCC Regular Meeting

Meeting Date: 1/17/2023

Item Status: New

From: Ron Ballard, Juvenile Detention Director

Submitted by: Ron Ballard, Juvenile Detention Director

ITEM TITLE

Alabama Department of Youth Services (DYS) Part 1 and Part 2 Grant Subsidy Agreement Fiscal Year 2022 - 2023

STAFF RECOMMENDATION

Take the following actions:

1) Approve and authorize the Chairman to execute the Alabama Department of Youth Services (DYS) Part 1 Grant / Subsidy Agreement Fiscal Year 2022 - 2023 and any related documents, which awards the Baldwin County Regional Juvenile Detention Center (JDC) \$14,000.00 per county for providing seven (7) counties at a minimum of one bed per day per county for a total of \$98,000.00 for the following counties:

Baldwin, Choctaw, Clarke, Conecuh, Escambia, Monroe, and Washington; and

2) Approve and authorize the Chairman to execute the Alabama Department of Youth Services (DYS) Part 2 Grant / Subsidy Agreement Fiscal Year 2022 - 2023 and any related documents, which awards the Baldwin County Regional Juvenile Detention Center (JDC) \$151,678.00 for the population of the regional service area. The formula provides \$0.43209043024445 per person based on the 2020 United States Census.

BACKGROUND INFORMATION

Background: The Baldwin County Regional Juvenile Detention Center in correlation with the Alabama Department of Youth Services provides a safe and secure environment for the juvenile accused of committing a criminal act or are at risk to public safety, pending adjudication by the court. The Grant / Subsidy amount incorporates the distribution formula as required by Legislative Act 2022-270.

Previous Commission action/date: 11/16/2021

FINANCIAL IMPACT

Item #: CO1 File #: 23-0544, Version: 1

Total cost of recommendation: Revenue to the county of \$249.678.00

Budget line item(s) to be used: 105.44272

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

N/A

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

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

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

Administration:

Mail signed agreement to: Department of Youth Services Attn: LeTonya Bowman, Accounting Director Post Office Box 66 Mount Meigs, Alabama 36057

State of Alabama



KAY IVEY GOVERNOR STEVEN P. LAFRENIERE EXECUTIVE DIRECTOR

Post Office Box 66 Mt. Meigs, Alabama 36057

November 8, 2022

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

Dear Ms. Taylor:

Please find the enclosed FY 2023 grant agreement for the Local Detention Center Subsidy. This agreement incorporates the new distribution formula as required by Legislative Act 2022-270. Population numbers are based on the 2020 U. S. Census.

Once signed, please return an original to the address below and if you have any questions please call me at (334) 215-3839.

Department of Youth Services Attn: LeTonya Bowman P.O. Box 66 Mount Meigs, AL 36057

Sincerely,

LeTonya Bowman
Accounting Director

ALABAMA DEPARTMENT OF YOUTH SERVICES GRANT/SUBSIDY AGREEMENT Fiscal Year 2022 – 2023

The Alabama Department of Youth Services hereby awards to Baldwin County Commission (hereinafter called Recipient) the total amount of Two hundred forty-nine thousand, six hundred seventy-eight and no/100 dollars (\$249,678.00) for programs pursuant to DYS community grants/subsidy authorization (Title 44-1-28, Code of Alabama 1975). These funds shall provide at least one detention bed for each of the following counties: Baldwin, Choctaw, Clarke, Conecuh, Escambia, Monroe, Washington. These funds are formula driven by Legislative Act 2022-270 as summarized in the table below.

		Part I	Part II			2020 U S Census
#	#	\$14,000			FY23	Combined County
Beds	COs	per county	W-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1	_	TOTAL	Population
30	7	98,000	151,678		249,678	351,033

The grant/subsidy award contained herein is for a period of twelve months, subject to the availability of funds and adjustment by the Alabama Youth Services' Board as it deems necessary or advisable. (* \$69,867 of the Part II funding represents a conditional adjustment available for FY2023) Nothing contained herein shall be deemed to be a debt of the State of Alabama in the contravention of the laws and constitution of the State of Alabama.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

Acceptance of Award

	cceptance of the grant/subsidy award and the terms and day of, 2022.
Accepted by:	Title
Alabam	a Department of Youth Services
Steven P. Lafreniere Executive Director	Legal Counsel Reviewed for legal form.



Agenda Action Form

File #: 23-0539, Version: 1 Item #: CQ1

Meeting Type: BCC Regular Meeting

Meeting Date: 1/17/2023

Item Status: New

From: Eddie Harper, Building Official Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Building Inspection Department - Employment of Two (2) Building Inspector III Positions

STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the employment of Tracy Fisher to fill the Building Inspector III position (#5605), grade 315 (\$24.51 per hour / \$50,980.80 annually); and
- 2) Approve the employment of Grady Booker to fill the Building Inspector III position (#5606), grade 315 (\$24.51 per hour / \$50,980.80 annually).

These actions will be effective no sooner than January 23, 2023.

BACKGROUND INFORMATION

Background: One Building Inspector position was newly created during the December 22, 2022, Regular Meeting and one was vacated due to the resignation of the previous employee. The Building Official respectfully requests that the above recommendations are approved.

Previous Commission action/date: N/A

FINANCIAL IMPACT

Total cost of recommendation: \$101,961.60 - budgeted

Budget line item(s) to be used: 10052710.51130

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

LEGAL IMPACT

File #: 23-0539, Version: 1 Item #: CQ1

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: 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 #: 23-0502, Version: 1 Item #: CQ2

Meeting Type: BCC Regular Meeting

Meeting Date: 1/17/2023

Item Status: New

From: Joey Nunnally, County Engineer Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Highway Department (Foley) - Employment of One (1) Operator Technician III Position

STAFF RECOMMENDATION

Approve the employment of Valdemuir Daniels to fill the open Operator Technician III position (#329) at a grade 310 (\$18.28 per hour / \$38,022.40 annually) to be effective no sooner than January 23, 2023.

BACKGROUND INFORMATION

Background: The Operator Technician III 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: \$38,022.40 - 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

Additional comments: N/A

File #: 23-0502, Version: 1 Item #: CQ2

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: 1/17/2023 Item Status: Replacement

From: Joey Nunnally, County Engineer Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

*Highway Department (Silverhill) - Personnel Changes

STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the employment of Bryan Conway to fill the open Operator Technician Trainee position (#5489) at a grade 306 (\$14.90 per hour / \$30,992.00 annually) to be effective no sooner than January 23, 2023; and
- 2) Approve the employment of Luis Diosdado to fill the open Operator Technician Trainee position (#5488) at a grade 306 (\$14.90 per hour / \$30,992.00 annually) to be effective no sooner than January 23, 2023; and
- 3) Approve the promotion of Freddie Williams from the Operator Technician Trainee position (#927) grade 306 (\$14.90 per hour / \$30,992.00 annually) to fill the open Operator Technician I position (#675) at a grade 308 (\$16.42 per hour / \$34,153.60 annually) to be effective no sooner than January 30, 2023; and
- 4) Approve the promotion of Cory Homan from the Operator Technician Trainee position (#5490) grade 306 (\$14.90 per hour / \$30,992.00 annually) to fill the open Operator Technician I position (#649) at a grade 308 (\$16.42 per hour / \$34,153.60 annually) to be effective no sooner than January 30, 2023; and
- 5) Approve the promotion of Daniel Ruiz from the Operator Technician Trainee position (#5488) grade 306 (\$14.90 per hour / \$30,992.00 annually) to fill the open Operator Technician I position (#684) at a grade 308 (\$16.42 per hour / \$34,153.60 annually) to be effective no sooner than January 30, 2023.

BACKGROUND INFORMATION

Background: Reason for replacement item: Staff recommendation revised to remove Logan Mullek at the request of Personnel Director. The Operator Technician Trainee and Operator Technician I positions were vacated due to the promotion / resignation of the previous employees. The County Engineer respectfully requests that the above recommendations are approved.

Previous Commission action/date: N/A

FINANCIAL IMPACT

Total cost of recommendation: \$164,444.80 - budgeted

Budget line item(s) to be used: 11153112.51130

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

N/A

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

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

2



Agenda Action Form

File #: 23-0503, Version: 1 Item #: CQ3

Meeting Type: BCC Regular Meeting

Meeting Date: 1/17/2023

Item Status: New

From: Joey Nunnally, County Engineer Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Highway Department (Silverhill) - Personnel Changes

STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the employment of Bryan Conway to fill the open Operator Technician Trainee position (#5489) at a grade 306 (\$14.90 per hour / \$30,992.00 annually) to be effective no sooner than January 23, 2023; and
- 2) Approve the employment of Luis Diosdado to fill the open Operator Technician Trainee position (#684) at a grade 306 (\$14.90 per hour / \$30,992.00 annually) to be effective no sooner than January 23, 2023; and
- 3) Approve the employment of Logan Mullek to fill the open Operator Technician Trainee position (#927) at a grade 306 (\$14.90 per hour / \$30,992.00 annually) to be effective no sooner than January 23, 2023; and
- 4) Approve the promotion of Freddie Williams from the Operator Technician Trainee position (#927) grade 306 (\$14.90 per hour / \$30,992.00 annually) to fill the open Operator Technician I position (#675) at a grade 308 (\$16.42 per hour / \$34,153.60 annually) to be effective no sooner than January 30, 2023; and
- 5) Approve the promotion of Cory Homan from the Operator Technician Trainee position (#5490) grade 306 (\$14.90 per hour / \$30,992.00 annually) to fill the open Operator Technician I position (#649) at a grade 308 (\$16.42 per hour / \$34,153.60 annually) to be effective no sooner than January 30, 2023; and
- Approve the promotion of Daniel Ruiz from the Operator Technician Trainee position (#5488) grade 306 (\$14.90 per hour / \$30,992.00 annually) to fill the open Operator Technician I position (#684) at a grade 308 (\$16.42 per hour / \$34,153.60 annually) to be effective no sooner than January 30, 2023.

BACKGROUND INFORMATION

File #: 23-0503, Version: 1 Item #: CQ3

Background: The Operator Technician Trainee and Operator Technician I positions were vacated due to the promotion / resignation of the previous employees. The County Engineer respectfully requests that the above recommendations are approved.

Previous Commission action/date: N/A

FINANCIAL IMPACT

Total cost of recommendation: \$195,436.80- budgeted

Budget line item(s) to be used: 11153112.51130

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

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 #: 23-0504, Version: 1 Item #: CQ4

Meeting Type: BCC Regular Meeting

Meeting Date: 1/17/2023

Item Status: New

From: Joey Nunnally, County Engineer Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Highway Department (Traffic Operations) - Personnel Changes

STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the employment of Jerald Akins to fill the open Operator Technician I position (#5687) at a grade 308 (\$16.42 per hour / \$34,153.60 annually) to be effective no sooner than January 23, 2023; and
- 2) Approve the promotion of Nicholas McCawley from the Traffic Control Technician III position (#914) grade 310 (\$19.41 per hour / \$40,372.80 annually) to fill the open Traffic Control Technician IV position (#5383) at a grade 312 (\$20.96 per hour / \$43,596.80 annually) to be effective no sooner than January 30, 2023.

BACKGROUND INFORMATION

Background: The Operator Technician I was newly created during the FY22 / 23 Budget Cycle and the Traffic Control Technician IV position was vacated due to the promotion of the previous employee. The County Engineer respectfully requests that the above recommendations are approved.

Previous Commission action/date: N/A

FINANCIAL IMPACT

Total cost of recommendation: \$77,750.40 - budgeted

Budget line item(s) to be used: 11153135.51130

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

LEGAL IMPACT

File #: 23-0504, Version: 1 Item #: CQ4

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 #: 23-0505, Version: 1 Item #: CQ5

Meeting Type: BCC Regular Meeting

Meeting Date: 1/17/2023

Item Status: New

From: Ron Ballard, JDC Director Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Juvenile Detention Center - Employment of One (1) Part-Time Detention Worker I Position

STAFF RECOMMENDATION

Approve the employment of Leon Poellnitz to fill the part-time Detention Worker I position (#21) at a grade 308 (\$16.42 per hour) to be effective no sooner than January 23, 2023.

BACKGROUND INFORMATION

Background: The Detention Worker I position was vacated due to the termination of the previous employee. The JDC Director respectfully requests that the above recommendation is approved.

Previous Commission action/date: N/A

FINANCIAL IMPACT

Total cost of recommendation: \$24,761.36 - budgeted

Budget line item(s) to be used: 10552610.51130

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 #: 23-0505, Version: 1 Item #: CQ5

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 #: 23-0510, Version: 1 Item #: CQ6

Meeting Type: BCC Regular Meeting

Meeting Date: 1/17/2023

Item Status: New

From: Harry D'Olive, Probate Judge Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Probate Office - Personnel Changes

STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the employment of Andrea Carr to fill the open Recording Officer position (#579) at a grade 306 (\$14.90 per hour / \$30,992.00 annually); and
- 2) Approve the employment of Shana Pimperl to fill the open Recording Officer position (#309) at a grade 306 (\$14.90 per hour / \$30,992.00 annually); and
- 3) Approve the employment of Melissa Adams to fill the open License Revenue Officer I position (#5368) at a grade 306 (\$14.90 per hour / \$30,992.00 annually).

These actions shall be effective no sooner than January 23, 2023.

BACKGROUND INFORMATION

Background: The Recording Officer and License Revenue Officer I positions were vacated due to the promotion / resignation of the previous employees. The Probate Judge respectfully requests 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: 10051300.51130

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

Baldwin County Commission Page 1 of 2 Printed on 1/10/2023 File #: 23-0510, Version: 1 Item #: CQ6

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 #: 23-0530, Version: 1 Item #: CQ7

Meeting Type: BCC Regular Meeting

Meeting Date: 1/17/2023

Item Status: New

From: Harry D'Olive, Probate Judge Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Probate Office - Request for Leave of Absence

STAFF RECOMMENDATION

At the request of the Probate Judge, approve a Leave of Absence for employee #145816 beginning January 9, 2023, for up to an eight-week period as outlined in the Baldwin County Employee Handbook, Section IV.I. "If an employee exhausts all of his or her annual, sick and FMLA leave and still needs additional time off for personal or health reasons, he or she may apply for an unpaid leave of absence for a period of up to three (3) months. The request for leave must be given to the employee's supervisor and Appointed Department Head at least thirty (30) days prior to the start of the requested leave date unless the leave is an emergency. Any request for leave of absences must be approved or denied by the County Commission."

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

File #: 23-0530, Version: 1 Item #: CQ7

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

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

N/A



Agenda Action Form

File #: 23-0509, Version: 1 Item #: CQ8

Meeting Type: BCC Regular Meeting

Meeting Date: 1/17/2023

Item Status: New

From: Harry D'Olive, Probate Judge Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Probate Office - Request for Leave of Absence

STAFF RECOMMENDATION

At the request of the Probate Judge, approve a Leave of Absence for employee #193522 beginning February 15, 2023, for up to a 3-month period as outlined in the Baldwin County Employee Handbook, Section IV.I. "If an employee exhausts all of his or her annual, sick and FMLA leave and still needs additional time off for personal or health reasons, he or she may apply for an unpaid leave of absence for a period of up to three (3) months. The request for leave must be given to the employee's supervisor and Appointed Department Head at least thirty (30) days prior to the start of the requested leave date unless the leave is an emergency. Any request for leave of absences must be approved or denied by the County Commission."

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

File #: 23-0509, Version: 1 Item #: CQ8

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

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

N/A



Agenda Action Form

File #: 23-0512, Version: 1 Item #: CQ9

Meeting Type: BCC Regular Meeting

Meeting Date: 1/17/2023

Item Status: New

From: Ron Cink, Budget Director Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Sales & Use Tax/License Inspection Department - Request for Leave of Absence

STAFF RECOMMENDATION

At the request of the Budget Director, approve a Leave of Absence for employee #193463 beginning February 1, 2023, for up to a 3-month period as outlined in the Baldwin County Employee Handbook, Section IV.I. "If an employee exhausts all of his or her annual, sick and FMLA leave and still needs additional time off for personal or health reasons, he or she may apply for an unpaid leave of absence for a period of up to three (3) months. The request for leave must be given to the employee's supervisor and Appointed Department Head at least thirty (30) days prior to the start of the requested leave date unless the leave is an emergency. Any request for leave of absences must be approved or denied by the County Commission."

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

File #: 23-0512, Version: 1 Item #: CQ9

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

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

N/A



Agenda Action Form

File #: 23-0506, Version: 1 Item #: CQ10

Meeting Type: BCC Regular Meeting

Meeting Date: 1/17/2023

Item Status: New

From: Deidra Hanak. Personnel Director

Ken Strong, Risk Manager

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Association of County Commissions of Alabama Liability Self Insurance, Property and Content, Inland Marine / Equipment, Auto / Vehicle and Canine Insurance Coverage - Continuance of Coverage

STAFF RECOMMENDATION

Take the following actions:

- 1) Authorize payment to the Association of County Commissions of Alabama (ACCA) Liability Self Insurance Fund (CRS, Inc.) in the amount of \$957,603.82 from the Baldwin County Fiscal Year 2022-2023 budget line items various department accounts #52720, related to the continued provision of certain liability insurance coverage to the Baldwin County Commission for the period of January 1, 2023, to January 1, 2024; and
- 2) Approve the January 1, 2023, through January 1, 2024, annual premium contribution payments for Property and Content including towers with ACCA standard deductible \$10,000.00 / 2% named storm in the amount of \$852,939.16; and
- 3) Approve the January 1, 2023, through January 1, 2024, Inland Marine / Equipment with ACCA -(\$5,000.00 / \$10,000.00 deductible) - \$205,798.03; and
- 4) Approve the January 1, 2023, through January 1, 2024, Automobile / Vehicle with ACCA Comprehensive and Collision- (\$40,000.00 deductible collision) (\$5,000.00 deductible comprehensive) - \$143,669.16; and
- 5) Approve the January 1, 2023, through January 1, 2024, Canine with ACCA (\$1,000.00 deductible) - \$6,590.60; and
- 6) Authorize the Chairman to execute the corresponding declarations page for the period of January 1, 2023, through January 1, 2024; and
- 7) Authorize the Clerk / Treasurer to make a payment to the ACCA Liability Self Insurance Fund (CRS, Inc.) in the amount of \$2,166,600.77.

BACKGROUND INFORMATION

File #: 23-0506, Version: 1 Item #: CQ10

Background: The action before the Commission today is to approve payment to the ACCA related to the continuance of liability insurance coverage for the period of January 1, 2023, to January 1, 2024. The payment requested to be authorized to the ACCA is in the amount of \$2,166,600.77. This represents a \$174,522.56 increase from the Fiscal Year 2022 premium contribution of \$1,992,078.21.

Previous Commission action/date: N/A

FINANCIAL IMPACT

Total cost of recommendation: \$2,166,600.77

Budget line item(s) to be used: various line items, see attached

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 - Chairman to sign attachment #2, page 7 and attachment #3, page 9, 13, and 14.

Personnel - forward to A/P for payment processing and allocation to various departments.

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



ACCA LIABILITY SELF-INSURANCE FUND, INC.

P.O. Box 589, Montgomery, AL 36101-0589 (334) 394-3232

Invoice

Bill To: Baldwin County Commission

312 Courthouse Sq, Ste 17 Bay Minette, AL 36507 Invoice Date: 1/2/2023 Member #: 0040-0076

Coverage Period: 1/1/2023-1/1/2024

Amount Due: \$957,603.82

Please return a copy of this invoice with your payment.

Baldwin County Commission 0040-0076

TRANSACTION DATE	LIABILITY PREMIUM-CONTRIBUTRION SUMMARY	AMOUNT
01/01/2023	Base Premium: Endorsements:	\$927,903.82 \$29,700.00
	Total Amount Due:	\$957,603.82

 If Paid on Time
 Late Penalties

 01/01/2023 - 01/31/2023
 2% added 02-01-23 \$19,152.08
 +8% added 03-01-23 \$78,140.47

 \$957,603.82
 After 02/01/23, Pay \$976,755.90
 After 03/01/23, Pay \$1,054,896.37

Adopted June 6, 2019 by the Board of Trustees of the ACCA Liability Self-Insurance Fund:

All Liability premium-contributions are due and payable on January 1. If full payment is not received on or before January 31, the non-paying Fund member shall be assessed two percent (2%) of the unpaid balance on February 1 and an additional eight percent (8%) of the unpaid balance on March 1.

An additional two percent (2%) of the unpaid balance will be assessed on the first of each month thereafter.

If payment is not received by March 10, a notice of cancellation will be sent, with cancellation effective April 10.

If payment is not received by March 31, a final 10-day notice of cancellation will be sent, with cancellation effective April 10.

Interest will accrue on the unpaid balance each month thereafter.

Please make checks payable to: ACCA LSIF

Mail to: CRS, Inc. – P.O. BOX 589

MONTGOMERY, AL 36101-0589

General Liability Insurance Allocation 01/01/23-01/01/24 Amount: \$

927,903.82

Fund	Object	Fund Name	Head Count as of 12/01/2022	% Allocation	\$ Allocation
10051555	52750	General	297	24.63%	\$ 228,513.63
10051555	52750	Sheriff/General Fund	382	31.67%	\$ 293,913.15
10351934	52750	County Transportation	1	0.08%	\$ 769.41
10451904	52750	Legislative	3	0.25%	\$ 2,308.22
10552610	52750	JDC	21	1.74%	\$ 16,157.53
10651906	52750	Archives	7	0.58%	\$ 5,385.84
10955410	52750	Animal Shelter	15	1.24%	\$ 11,541.09
11153555	52750	HWY	185	15.34%	\$ 142,340.14
12051810	52750	Reappraisal	74	6.14%	\$ 56,936.06
14056200	52750	Council on Aging Fund	14	1.16%	\$ 10,771.69
14352555	52750	BRATS	49	4.06%	\$ 37,700.90
14457200	52750	Parks	28	2.32%	\$ 21,543.37
14651932	52750	Eastern Shore MPO	2	0.17%	\$ 1,538.81
51054555	52750	Solid Waste	50	4.15%	\$ 38,470.31
51154801	52750	Solid Waste Collection	66	5.47%	\$ 50,780.81
70852708	52750	Community Corrections	12	1.00%	\$ 9,232.87
			1206	100.00%	\$ 927,903.82
		ENDORSEMENTS			
10051555	52750	Sheriff - Drones			\$ 26,400.00
10651906	52750	BC Historic Dev Commission			\$ 1,200.00
11153555	52750	Hwy- Drone			\$ 2,100.00
		TOTAL			\$ 957,603.82



ACCA LIABILITY SELF-INSURANCE FUND, INC. PROPERTY PROGRAM

Invoice

P.O. Box 589, Montgomery, AL 36101-0589 (334) 394-3232

Bill To: Baldwin County Commission 312 Courthouse Sq, Ste 17 Bay Minette, AL 36507

Invoice Date: 1/2/2023 Member #: 0045-0076 Coverage Period: 1/1/2023-1/1/2024

Amount Due: \$1,208,996.95

Please return a copy of this invoice with your payment.

Baldwin County Commission 0045-0076

TRANSACTION DATE	PROPERTY PREMIUM-CONTRIBUTION SUMMARY	AMOUNT
01/01/2023	Property: Inland Marine: Auto Physical Damage: Canine Property Endorsement: Drone Property Endorsement: Crime:	\$852,939.16 \$205,798.03 \$143,669.16 \$6,590.60
	Total Amount Due:	\$1,208,996.95

If Paid on Time	L	ate Penalties
01/01/2023 - 01/31/2023	2% added 02-01-23 \$24,179.94	+8% added 03-01-23 \$98,654.15
\$1,208,996.95	After 02/01/23, Pay \$1,233,176.89	After 03/01/23, Pay \$1,331,831,04

Adopted June 6, 2019 by the Board of Trustees of the ACCA Liability Self-Insurance Fund:

All Liability premium-contributions are due and payable on January 1. If full payment is not received on or before January 31, the non-paying Fund member shall be assessed two percent (2%) of the unpaid balance on February 1 and an additional eight percent (8%) of the unpaid balance on March 1.

An additional two percent (2%) of the unpaid balance will be assessed on the first of each month thereafter.

If payment is not received by March 10, a notice of cancellation will be sent, with cancellation effective April 10.

If payment is not received by March 31, a final 10-day notice of cancellation will be sent, with cancellation effective April 10.

Interest will accrue on the unpaid balance each month thereafter.

Please make checks payable to: ACCA LSIF
Mail to: CRS, Inc. – P.O. BOX 589
MONTGOMERY, AL 36101-0589

Journal Nu	mber

Date:

1/4/2023

Short Description: Reclass of Property Insurance

Line Description: Property Insurance Allocation - Buildings

Fund	Object	Remark	Part	Debit
10051555	52710		\$	572,515.03
10451904	52710		\$	4,038.60
10552610	52710		\$	19,685.52
10651906	52710		\$	11,343.94
10955410	52710		\$	11,206.29
11153555	52710		\$	48,060.05
14056200	52710		\$	4,140.02
14457200	52710		\$	114,939.38
14352555	52710		\$	13,916.40
14457239	52710		\$	12,466.69
14457238	52710		\$	11,828.65
14457200	52710		\$	454.10
51054555	52710		\$	28,344.49

TOTALS \$ 852,939.16

Prepared	By/Da	te:			

Journal Number	r
----------------	---

Date:

1/4/2023

Short Description:

Reclass of Property Insurance

Line Description:

Property Insurance Allocation - Vehicles, Equipment, Rolling Stock

Fund	Object	Remark	Debit	Credit
10051555	52720		\$ 6,434.23	
10051100	52720		\$ 1,053.47	
10051300	52720		\$ 220.83	
10051600	52720		\$ 310.46	
10051750	52720		\$ 328.89	
10051962	52720		\$ 194.68	
10051965	52720		\$ 498.39	
10051995	52720		\$ 2,066.14	
10051999	52720		\$ 42.74	
10052100	52720		\$ 51,623.56	
10052200	52720		\$ 2,786.97	
10052300	52720		\$ 1,521.97	
10552610	52720		\$ 36.03	
10052710	52720		\$ 461.90	
10052730	52720		\$ 211.72	
10651906	52720		\$ 938.24	
10955410	52720		\$ 580.38	
11153100	52720		\$ 393.82	
11153111	52720		\$ 40,326.33	
11153112	52720		\$ 41,446.80	
11153113	52720		\$ 45,471.64	
11153120	52720		\$ 2,444.97	
11153130	52720		\$ 1,440.42	
11153135	52720		\$ 13,904.86	
11153150	52720		\$ 389.56	
11153151	52720		\$ 933.46	
11153600	52720		\$ 326.02	
12051810	52720		\$ 2,309.48	
14056200	52720		\$ 210.54	
14351930	52720		\$ 10,653.04	
14351935	52720		\$ 584.55	
14457200	52720		\$ 8,933.56	
14653132	52720		\$ 	
51054100	52720		\$ 200.04	
51054300	52720		\$ 58,061.65	
51054325	52720		\$ 5,026.28	
51054330	52720		\$ 14,665.85	
51054331	52720		\$ 1,932.30	
51054370	52720		\$ 1,308.68	
51154850	52720		\$ 645.91	
51154800	52720		\$ 31,281.81	
51154801	52720		\$ 2,819.29	
70852708	52720		\$ 1,036.33	

TOTALS	\$ 356,057.79

Prepared By/Date:		



Agenda Action Form

File #: 23-0508, Version: 1 Item #: CQ11

Meeting Type: BCC Regular Meeting

Meeting Date: 1/17/2023

Item Status: New

From: Deidra Hanak. Personnel Director

Ken Strong, Risk Manager

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Maritime Employer's Liability Policy Renewal

STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the December 31, 2022, through December 31, 2023 annual premium to Robertson Insurance Agency, Inc. for Maritime Employer's Liability insurance coverage in the amount of \$4,193.00; and
- 2) Authorize the Chairman to sign all documents required for the Maritime Employer's Insurance; and
- 3) Authorize the Clerk/Treasurer to make payment before January 31, 2023, to Robertson Insurance Agency, Inc. in the amount of \$4,193.00.

BACKGROUND INFORMATION

Background: The Personnel Director respectfully requests the Baldwin County Commission to approve the acquisition of a Maritime Employer's Liability policy. The MEL policy is for the BC Sheriff's Office employees while working on vessels in navigable waters. Neither the Association of County Commissions of Alabama (ACCA) nor County Risk Services, Inc. (CRS) offer this coverage. The cost of this policy did not increase from the previous year.

Previous Commission action/date: N/A

FINANCIAL IMPACT

Total cost of recommendation: \$4,193.00 - budgeted

Budget line item(s) to be used: 10052100.52700

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

N/A

Item #: CQ11 File #: 23-0508, Version: 1

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 - Chairman to sign Authorization to Bind Coverage.

Cian Harrison, Finance and Accounting and Ken Strong, Personnel

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



Agenda Action Form

File #: 23-0409, Version: 1 Item #: CR1

Meeting Type: BCC Regular Meeting

Meeting Date: 1/17/2023

Item Status: New

From: Matthew Brown, Planning Director

Submitted by: Paula Bonner, Planning Technician

ITEM TITLE

Baldwin County Commission Board of Adjustment #2 - Board Appointment(s)

STAFF RECOMMENDATION

Related to the Baldwin County Commission Board of Adjustment #2, take the following actions:

- 1) Accept the resignation of Mr. James W. Koeppen, effective February 9, 2023, and thank him for his prior civic service as a regular member (Planning District 21 Designee); and
- 2) Appoint Mr. Michael G. Swansburg as a regular member (Planning District 21 Designee) for a prorata reduced three (3) year term, to fill the place seat formerly held by Mr. James W. Koeppen, said term commencing February 9, 2023, and expiring March 16, 2024.

BACKGROUND INFORMATION

Previous Commission action/date: September 20, 2022 - Last BCC board appointment.

Background:

Planning staff has verified that this appointment meets the qualifications to be appointed to the Baldwin County Commission Board of Adjustment #2.

On May 8, 2020, an amendment (Act #2020-177) to the Baldwin County Planning and Zoning statutes was adopted pertaining to the Boards of Adjustment. The Code Section in question is Alabama Code Title 45, Local Laws Section 45-2-261.10. As approved, the amendment reduced the number of Boards of Adjustment from four (4) to two (2).

The appointment processes related to the Boards of Adjustment as set forth in the aforementioned Alabama law are as follows:

Establishment: The Baldwin County Commission shall appoint two boards of adjustment, and the regulations and ordinances adopted pursuant to the authority of this subpart shall provide that the boards of adjustment, in appropriate cases and subject to appropriate conditions and safeguards. may make special exceptions to the terms of the ordinances and regulations in harmony with their general purposes and interests and in accordance with general or specific rules therein contained. File #: 23-0409, Version: 1 Item #: CR1

Geographic Boundaries: Board of Adjustment Number One shall serve western, central, and northern Baldwin County and shall include Planning Districts 4, 10, 12, 15, 16, 19, 26, 28, and 31. Board of Adjustment Number Two shall serve southern Baldwin County and shall include Planning Districts 20, 21, 22, 23, 24, 25, 29, 30, 32, and 33. If the majority of qualified electors voting in an election in a territory that is not in a planning district on August 1, 2020, vote to come within the planning and zoning authority and jurisdiction of the Baldwin County Commission in accordance with Section 45-2-261.07, the new planning district shall be under the jurisdiction of the board of adjustment with the closest geographic relationship. Each board of adjustment shall consist of one regular member from each planning district. Each member of a board of adjustment shall be a qualified elector of a planning district within the territory of the respective board of adjustment. Not more than one member of a board of adjustment shall be directly engaged in real estate sales, development, or construction or any directly related field. Each regular member shall be appointed for a term of three years in such a manner to serve staggered terms. A regular member shall continue service until a successor is duly appointed. The members of each board of adjustment shall elect a chair.

Composition: In addition to the regular members provided for in this section, the Baldwin County Commission shall appoint alternate members to serve on each board of adjustment. The number of alternate members on each board of adjustment shall be not less than two nor more than the number of regular members on each board. Alternate members may serve in the absence of any regular member and while serving he or she shall have and exercise the authority of a regular member. The alternate member shall have the same qualifications as a regular member and shall be appointed for three terms.

Qualifications: Members of each board of adjustment may be removed for cause by the Baldwin County Commission upon written charges and after a public hearing. Vacancies shall be filled for the unexpired term of any member whose term becomes vacant. Each board of adjustment shall adopt bylaws in accordance with any ordinance or regulation adopted pursuant to this subpart. Meetings of each board of adjustment shall be held at the call of the chair of the board and at such other times as each board may determine, provided that no board of adjustment shall meet less than once every three months on a day to be determined by the board. The chair or, in his or her absence, the acting chair, may administer oaths and compel the attendance of witnesses. All meetings of the boards of adjustment shall be open to the public. Each board shall keep minutes of its proceedings showing the vote of each member upon each question, or, if absent or failing to vote, indicating that fact, and shall keep records of its examinations and of other official actions, all of which shall immediately be filed in the office of the board and shall be a public 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

File #: 23-0409, Version: 1 Item #: CR1

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: Mr. James W. Koeppen 17158 Cold Mill Loop Foley, Alabama 36535

Mr. Michael G. Swansburg Post Office Box 711 Foley, Alabama 36536

Additional instructions/notes: Administration - update board list and upload to BCAP, send notification email. Per Planning staff the Alternate PD 21 Designee place seat will remain vacant at this time.

James W. Koeppen 17158 Cold Mill Loop Foley, AL. 36535 U.S.A. 256-794-0144

jameskoeppen3@gmail.com

December 8th, 2022

Chairman David P. Brown Planning and Zoning Baldwin County Satellite Courthouse 201 East Section Street Foley, AL.

Dear Mr. Brown,

I was appointed to this board on October 16th, 2018 and have served over 4 years. My term was to end on February 17th, 2021.

I hereby resign effective February 9th 2023. I have enjoyed serving the County as a volunteer.

Sincerely,

James W. Koeppen

Cc. Paula S. Bonner

BALDWIN COUNTY COMMISSION BOARD OF ADJUSTMENT #2

[Southern Baldwin County Area]

General Board Information:

Appointed by Baldwin County Commission.

Board of Adjustment Number Two shall serve southern Baldwin County and shall include Planning Districts 20, 21, 22, 23, 24, 25, 29, 30, 32, and 33. Any new planning district shall be under the jurisdiction of the board of adjustment with the closest geographic relationship.

Each board of adjustment shall consist of one regular member from each planning district. A regular member shall continue service until a successor is duly appointed.

The Baldwin County Commission shall appoint alternate members to serve on each board of adjustment. The number of alternate members on each board of adjustment shall be not less than two nor more than the number of regular members on each board. Alternate members may serve in the absence of any regular member and while serving shall have and exercise the authority of a regular member.

Each regular and alternate member of a board of adjustment shall be a qualified elector of a planning district within the territory of the respective board of adjustment. Each member shall be appointed for a term of three years in such a manner to serve staggered terms. Not more than one member of a board of adjustment shall be directly engaged in real estate sales, development, or construction or any directly related field.

Vacancies shall be filled for the unexpired term of any member whose term becomes vacant.

No board of adjustment shall meet less than once every three months.

Statutory Authority - Act No. 91-719, as amended by Act No. 93-668, as amended by Act No. 98-665, as amended by Act No. 2006-609, as amended by Act No. 2010-719, as amended by Act No. 2020-177. Code of Alabama 1975, Section 45-2-216.10

PLANNING DISTRICT	MEMBERS	APPOINTED/REAPPOINTED	TERM OF OFFICE	EXP. DATE
DISTRICT			OFFICE	
		REGULAR MEMBERS		
Regular	Samuel Sterling Mitchell, III	Reappointed 06/07/2022, term continuing	3 years	03/16/2025
PD 20 Designee	11736 Laurendine Lane	from 03/16/2022		
	Post Office Box 533 (mailing) Magnolia Springs, Alabama 36555			
	Wagnona Springs, Alabama 30333			
	•REGISTERED VOTER			
	•NOT INVOLVED IN REAL ESTATE,			
D 1	DEVELOPMENT OR CONSTRUCTION	1 02/16/2021	2	02/16/2024
Regular	James Koeppen	Appointed 03/16/2021	3 years	03/16/2024
PD 21 Designee	17158 Cold Mill Loop Foley, Alabama 36535			
	Foley, Alabama 30333			
	•REGISTERED VOTER			
	•NOT INVOLVED IN REAL ESTATE,			
	DEVELOPMENT OR CONSTRUCTION	110/05/0001		02/16/2024
Regular	David P. Brown	Appointed 12/07/2021 for a pro-rata reduced	3 years	03/16/2024
PD 22 Designee	26490 Frank Road	term		
	Elberta, Alabama 36530			
	•REGISTERED VOTER			
	•NOT INVOLVED IN REAL ESTATE,			
.	DEVELOPMENT OR CONSTRUCTION	104/06/2021		02/16/2022
Regular	Robert Broseus	Appointed 04/06/2021 for a pro-rata reduced	3 years	03/16/2023
PD 23 Designee	1876 Princess Lane	term		
	Lillian, Alabama 36549			
	•REGISTERED VOTER			
	•NOT INVOLVED IN REAL ESTATE,			
	DEVELOPMENT OR CONSTRUCTION			
Regular	Lawrence Kern	Appointed 06/07/2022 for a pro-rata reduced	3 years	03/16/2025
PD 24 Designee	29654 Ono Boulevard	term to fill the place seat formerly held by		
	Orange Beach, Alabama 36561	Theron I.V. Mashburn		
	•REGISTERED VOTER	06/07/2022 Accepted the resignation of		
	•NOT INVOLVED IN REAL ESTATE,	Theron I.V. Mashburn and thanked him for		
	DEVELOPMENT OR CONSTRUCTION	his prior civic service		

BALDWIN COUNTY COMMISSION BOARD OF ADJUSTMENT #2 - Cont.

PLANNING DISTRICT	MEMBERS	APPOINTED/REAPPOINTED	TERM OF OFFICE	EXP. DATE
	Į.	REGULAR MEMBERS		
Regular PD 25 Designee	Noreen Kendle 6887 Beach Shore Drive Gulf Shores, Alabama 36542 •REGISTERED VOTER •NOT INVOLVED IN REAL ESTATE, DEVELOPMENT OR CONSTRUCTION	Appointed 08/02/2022 for a pro-rata reduced term	3 years	03/16/2025
Regular PD 29 Designee	VACANT		3 years	
Regular PD 30 Designee	John A. Slaats 9734 Clarke Ridge Road Foley, Alabama 36535 •REGISTERED VOTER •NOT INVOLVED IN REAL ESTATE, DEVELOPMENT OR CONSTRUCTION	Appointed 03/16/2021	3 years	03/16/2024
Regular PD 32 Designee	VACANT	06/07/2022 Accepted the resignation of	3 years	
		Johanna W. Moloney, effective 03/16/2022, and thanked her for her prior civic service		
Regular PD 33 Designee	VACANT	04/05/2022 Accepted the resignation of John Hilderbrandt, effective 02/09/2022 and thanked him for his prior civic service	3 years	03/16/2022
	Al	LTERNATE MEMBERS		
Alternate PD 21 Designee	Michael G. Swansburg 9287 Shore Drive Post Office Box 711 (mailing) Foley, Alabama 36535 •REGISTERED VOTER •NOT INVOLVED IN REAL ESTATE, DEVELOPMENT OR CONSTRUCTION	Appointed 03/16/2021	3 years	03/16/2024
Alternate PD 22 Designee	Tracey L. Winn-Gambill 32054 Bartel Street Elberta, Alabama 36542 •REGISTERED VOTER •NOT INVOLVED IN REAL ESTATE, DEVELOPMENT OR CONSTRUCTION	Appointed 09/20/2022 for a pro-rata reduced term	3 years	03/16/2025
Alternate PD 25 Designee	Vickie Matranga 402 Veterans Road Gulf Shores, Alabama 36542 •REGISTERED VOTER •NOT INVOLVED IN REAL ESTATE, DEVELOPMENT OR CONSTRUCTION	Appointed 04/06/2021 for a pro-rata reduced term	3 years	03/16/2023
Alternate PD 30 Designee	Harold M. Stephens 9408 Clarke Ridge Road Foley, Alabama 36535 •REGISTERED VOTER •NOT INVOLVED IN REAL ESTATE, DEVELOPMENT OR CONSTRUCTION	Appointed 03/16/2021 for a pro-rata reduced term	3 years	03/16/2023

Staff Note: During 12/01/2020, BCC Reg. Mtg. (Agenda Item BR1), BCC BOA #4 was renamed to be known as BOA #2. akg

REVISED: 09/20/2022 jb



Agenda Action Form

File #: 23-0473, Version: 1 Item #: CR2

Meeting Type: BCC Regular Meeting

Meeting Date: 1/17/2023

Item Status: New

From: Matthew Brown, Planning Director

Submitted by: Ashley Campbell, Natural Resource Planner

ITEM TITLE

2023 Municipal Separate Storm Sewer Systems (MS4) Phase II Permit - Appointment of Responsible Official (RO)

STAFF RECOMMENDATION

Appoint Charles F. Gruber, Baldwin County Commission Chairman, as the Municipal Separate Storm Sewer Systems (MS4) Phase II Permit Responsible Official to execute all documents required by the Alabama Department of Environmental Management (ADEM) for the County's MS4 Permit ALR #40042.

BACKGROUND INFORMATION

Previous Commission action/date: 06/20/2022 - Last BCC action.

Background: In accordance with the County's MS4 Phase II Permit, Baldwin County is required to appoint a Responsible Official who has the authority to execute permit applications, annual reports and other essential documents required by ADEM throughout the year. Staff requests that the Commission Chairman be appointed as the Responsible Official.

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?

Item #: CR2 File #: 23-0473, Version: 1

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: N/A

Individual(s) responsible for follow up: Commission Administration prepare appointment letter addressed to:

Ms. Melanie Ratcliffe Storm Water Management Branch Water Division Alabama Department of Environmental Management Post Office Box 301463 Montgomery, Alabama 36130-1463.

Action required (list contact persons/addresses if documents are to be mailed or emailed): Courier original letter to Ashley Campbell who will submit the letter to ADEM through the permit AEPAC online portal.

January 17, 2023

Ms. Melanie Ratcliffe Storm Water Management Branch Water Division Alabama Department of Environmental Management Post Office Box 301463 Montgomery, Alabama 36130-1463

RE: Baldwin County Commission MS4 Phase II Permit # 40042 - Appointment of the Responsible Official

Dear Ms. Ratcliffe:

The Baldwin County Commission hereby appoints the current Chairman, Charles F. Gruber, as the Responsible Official to execute all documents required by the Alabama Department of Environmental Management (ADEM) for the County's Municipal Separate Storm Sewer System (MS4) Permit ALR #40042.

If you have any questions or need further assistance, please do not hesitate to contact Matthew Brown, Planning and Zoning Director, or Ashley Campbell, Natural Resource Planner, at (251) 580-1655.

Sincerely,

CHARLES F. GRUBER, Chairman Baldwin County Commission

CG/jb Item CR2

cc: Ronald J. Cink Matthew Brown Ashley Campbell



Agenda Action Form

File #: 23-0514, Version: 1 Item #: DA1

Meeting Type: BCC Regular Meeting

Meeting Date: 1/17/2023

Item Status: New

From: Deidra Hanak. Personnel Director

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Employees of the Quarter for 4th Quarter 2022

STAFF RECOMMENDATION

Present certificates recognizing the following employees as Employees of the Quarter for the Baldwin County Commission:

lessha Armstead, Highway Department

Cliff Milton, Parks Department

Dana Cortez, Revenue Commission

BACKGROUND INFORMATION

Background: The goal of the Baldwin County Commission's Employee of the Quarter Program is to publicly recognize outstanding employees and acknowledge their accomplishments and contributions to the Baldwin County Commission as a whole. It also offers an opportunity for all employees within the County to recognize their peers for their exceptional job performance as well as offering the citizens an opportunity to recognize county employees who exhibit exceptional customer service. The Baldwin County Commission has implemented a program to recognize outstanding employees. Each quarter, an employee will be selected based on factors such as: significantly improving customer / employee service or increasing customer satisfaction, significantly improving work processes or increasing implemented procedure efficiency, taking initiative to reduce organizational barriers through activities such as mentoring, voluntarily assist in cross-functional teams, works to foster collaboration, communication, and cooperation among peers, management and staff, and performs at a level above and beyond normal job requirements.

Previous Commission action/date: N/A

FINANCIAL IMPACT

Total cost of recommendation: N/A

File #: 23-0514, Version: 1 Item #: DA1

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



Agenda Action Form

File #: 23-0478, Version: 1 Item #: ER1

Meeting Type: BCC Regular Meeting

Meeting Date: 1/17/2023

Item Status: New

From: Celena Boykin, Senior Planner

Submitted by: Celena Boykin, Senior Planner

ITEM TITLE

Case No. Z22-18 - Davis Property Rezoning

STAFF RECOMMENDATION

Adopt Resolution #2023-033, which approves Case No. Z22-18, Davis Property Rezoning, as it pertains to the rezoning of 4.1 acres, more or less, as located in Planning (Zoning) District 15, from RSF-E. Single Family Estate District and B-1, Professional Business District, to B-2, Neighborhood Business District.

BACKGROUND INFORMATION

Background: The subject request involves 4.1 acres. The current zoning designation is RSF-E, Single Family Estate District and B-1, Professional Business District and the requested zoning designation is B-2, Neighborhood Business District for the purpose of allowing business offices and storage units.

The Planning Commission recommended approval at their December 1, 2022, meeting.

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

Item #: ER1 File #: 23-0478, Version: 1

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? Yes

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Commission Administration

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

Anchor DGB - Mychal Schmidt 50 North Florida Street Mobile, Alabama 36607

cc: Planning@baldwincountyal.gov

Additional instructions/notes: Planning and Zoning Department - Amend Zoning Map

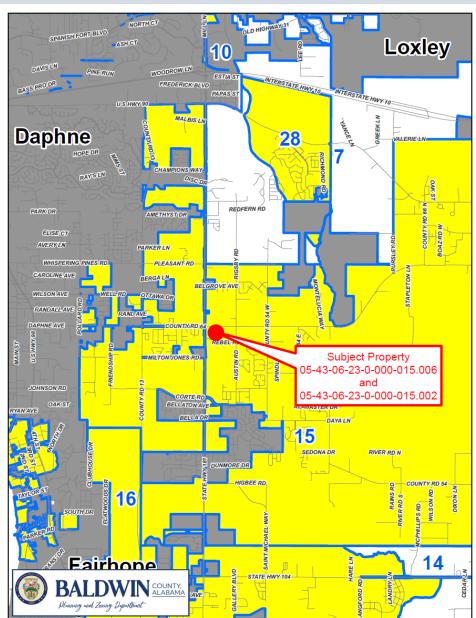
Z22-18 DAVIS PROPERTY

Request before Planning Commission:

Rezone 4.1+/- acres From RSF-E and B-1 to B-2

To view maps/plats in higher resolution please visit the "Upcoming Items" Planning and Zoning webpage:

https://baldwincountyal.gov/departments/planning-zoning/meeting-agenda



Z22-18 DAVIS PROPERTY

Planning District: 15

Zoned: RSF-E, Single Family Estate District and

B-1, Professional Business District

Location: Subject property is located east of State Hwy 181and south of County Road 64.

Current Use: Residential

Acreage: 4.1 +/- acres

Physical Address: NA

Applicant: Dwayne Smith

Owner: Bradley Davis

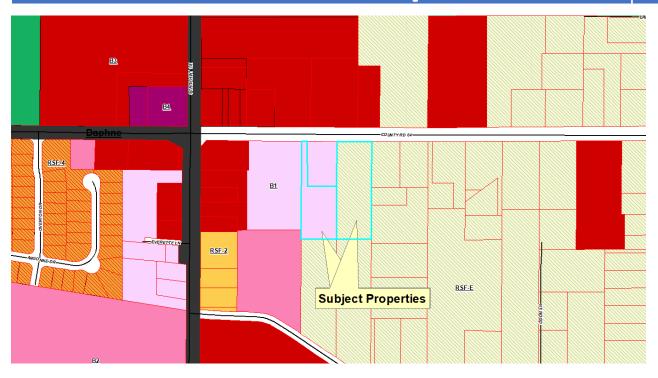
Proposed Zoning: B-2, Neighborhood Business District

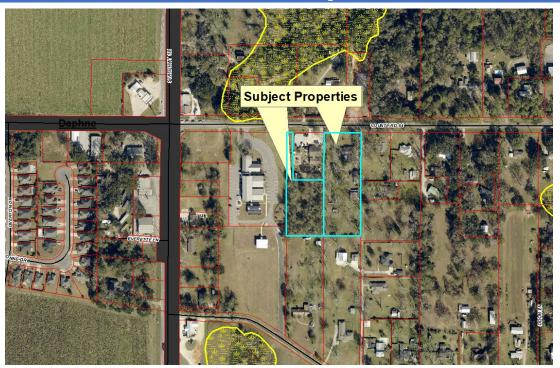
Applicant's Request: To rezone to B-2 to allow for business offices and storage units

Online Case File Number: The official case number for this application is Z22-18, however, when searching online CitizenServe database, please use Z22-000018.

Locator Map

Site Map





	Adjacent Zoning	Adjacent Land Use
North	B-3, General Business District	Commercial & Co Rd 64
South	RSF-E, Residential Estate Single Family	Residential
East	RSF-E, Residential Estate Single Family	Residential
West	B-1, Professional Business District	Commercial

Property Images









Current Zoning Requirements

Section 4.1 RSF-E, Residential Single Family Estate District

- 4.1.1 Generally. This zoning district is provided to afford the opportunity for the choice of a very low density residential environment consisting of single family homes on estate size lots.
- 4.1.2 *Permitted uses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses shall be permitted:
 - (a) The following general industrial uses: extraction or removal of natural resources on or under land.
 - (b) The following transportation, communication, and utility uses: water well (public or private).
 - (c) Agricultural uses.
 - (d) Single family dwellings including manufactured housing and mobile homes.
 - (e) Accessory structures and uses.
 - (f) The following institutional use: church or similar religious facility.
- 4.1.3 Conditional Use Commission Site Plan Approval. Except as provided by Section 2.3: Establishment of Zoning in Planning Districts, the following uses and structures designed for such uses may be allowed by the site plan approval process:
 - (a) Outdoor recreation uses.
 - (b) The following institutional uses: day care home; fire station; school (public or private).
 - (c) The following general commercial uses: country club.
 - (d) The following local commercial use: bed and breakfast or tourist home (see Section 13.10: Bed and Breakfast Establishments).
- 4.1.4 Special exception. Except as provided by Section 2.3: Establishment of Zoning in Planning Districts, the following use and structures designed for such use may be allowed as a special exception: Not Applicable

4.1.5 Area and dimensional ordinances. Except as provided by Section 2.3: Establishment of Zoning in Planning Districts, Section 12.4: Height Modifications, Section 12.5: Yard Requirements, Section 12.6: Coastal Areas, Section 12.8: Highway Construction Setbacks, Section 18.4 Variances, and Article 20: Nonconformities, the area and dimensional ordinances set forth below shall be observed.

N	laximum Height of Structure in Fee	t 35-Feet
N	laximum Height in Habitable Storie	s 2 1/2
N	linimum Front Yard	40-Feet
N	linimum Rear Yard	40-Feet
N	linimum Side Yards	15-Feet
N	linimum Lot Area 80	0,000 Square Feet
	linimum Lot Width at Building Line	165-Feet
N	linimum Lot Width at Street Line	165-Feet
N	laximum Ground Coverage Ratio	.35

4.1.6 Area and dimensional modifications. Within the RSF-E district, area and dimensional requirements may be reduced, as set forth below, where property is divided among the following legally related family members: spouse, children, siblings, parents, grandparents, grandchildren, or step-related individuals of the same status.

Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet
Minimum Lot Area	40,000 Square Feet
Minimum Lot Width at Build	ing Line 120-Feet
Minimum Lot Width at Stree	t Line 120-Feet

Current Zoning Requirements

Section 5.1 B-1, Professional Business District

- 5.1.1 Purpose and intent. The B-1, Professional Business and Office District, is intended to allow a concentration of office type buildings and land uses that are most compatible with, and located near, residential areas. Most B-1 commercial, professional and business office districts will be placed in close proximity to residential areas, and therefore serve as a transitional zoning district between residential areas and higher intensity commercial zoning districts. The types of office uses permitted are those that do not have high traffic volumes throughout the day, which extend into the evening hours. They will have morning and evening short-term peak conditions. The market support for these office uses should be those with a localized basis of market support as opposed to office functions requiring inter-jurisdictional and regional market support. Because office functions have significant employment characteristics, which are compounded when aggregations occur, certain personal service uses shall be permitted, to provide a convenience to office-based employment. Such convenience commercial uses shall be made an integral part of an office building as opposed to the singular use of a building.
- 5.1.2 Permitted uses. The following uses are permitted as of right, or as uses accessory to permitted uses in the B-1, Professional Business and Office District, conditioned on the Commission Site Plan Approval requirements of Section 18.9:
 - (a)Accessory structures and uses
 - (b) Bank
 - (c) Barber shop or beauty parlor
 - (d) Childcare center
 - (e) Childcare institution
 - (f) Church or similar religious facility
 - (g)Clinic or dentist office (medical, dental, psychiatric)
 - (h) Club or lodge
 - Extraction or removal of natural resources on or under land
 - (j) Fire station

- (k) Laboratory (scientific, medical or dental)
- (l) Library
- (m) Office
- (n) Optician
- (o) Police station
- (p) Post office
- (q) School (public or private)
- (r) Silviculture
- (s) Studio for dance, music, photography, painting, etc.
- (t) Water well (public or private)
- 5.1.3 Conditional Use Commission Site Plan Approval. The following uses are permissible as Commission Site Plan Approval uses in the B-1 Commercial Professional

and Business Office District, subject to the standards and procedures established in Section 18.9: Commission Site Plan Approval:

- (a) Arboretum
- (b) Ball field
- (c) Golf course
- (d) Park or playground
- (e) Riding academy
- (f) Swimming pool (outdoor)
- (g) Tennis court (outdoor)
- (h) Wildlife sanctuary
- (i) Dwellings, in combination with commercial uses, subject to the standards listed under Section 5.1.4: Mixed uses
- 5.1.4 Mixed uses. Mixed residential and commercial uses may be permissible as Commission Site Plan Approval uses in the (B-1) commercial professional and Business office district, subject to the standards and procedures established in Section 18.9: Commission Site Plan Approval, and subject to the following criteria:
 - (a) The commercial uses in the development may be limited in hours of operation, size of delivery trucks, and type of equipment;
 - (b) The residential uses shall be designed so that they are compatible with the commercial uses:
 - (c) Residential and commercial uses shall not occupy the same floor of a building;
 - (d) Residential and commercial uses shall not share the same entrances;
 - (e) The number of residential dwelling units shall be controlled by the dimensional standards of the B-1 district. A dwelling unit density of .5 (1/2) dwelling units per 1,000 square feet of the gross floor area devoted to commercial uses, may be allowed (structures with less than 2,000 square feet

Current Zoning Requirements

devoted to commercial uses shall be allowed one dwelling unit). In no case, however, shall the overall dwelling unit density for a mixed-use project exceed 4 dwelling units per acre;

- (f) Building height shall not exceed three stories;
- (g) A minimum of 30 percent of the mixed-use development shall be maintained as open space. The following may be used to satisfy the open space requirements: areas used to satisfy water management requirements, landscaped areas, recreation areas, or setback areas not covered with impervious surface or used for parking (parking lot islands may not be used unless existing native vegetation is maintained);
- (h) The mixed commercial/residential structure shall be designed to enhance compatibility of the commercial and residential uses through such measures as, but not limited to, minimizing noise associated with commercial uses; directing commercial lighting away from residential units; and separating pedestrian and vehicular access ways and parking areas from residential units to the greatest extent possible, and;
- (i) Off-street parking spaces for the mixed residential and commercial uses shall be the sum total of the residential and commercial uses computed separately (See Article 15: Parking and Loading Requirements).
- 5.1.5 Area and dimensional ordinances.

Maximum Height of Structure in Feet	35
Maximum Height of Structure in Habi	itable Stories2 1/2
Minimum Front Yard	30-Feet
Minimum Rear Yard	25-Feet
Minimum Side Yards	15-Feet
Minimum Lot Area 20	,000 Square Feet
Maximum Impervious Surface Ratio	.60
Minimum Lot Width at Building Line	80-Feet
Minimum Lot Width at Street Line	60-Feet

5.1.6 Lighting standards. The maximum height of exterior lights shall be 25-feet. The intensity, location, and design of lighting shall be such that not more than one foot candle of light is cast upon adjacent property or public rights-of-way. Light fixtures shall be

designed to cast light downward. Where necessary, cut-off devices shall be used to minimize glare off premises. No light shall be aimed directly toward a property designated residential, which is located within 200-feet of the source of the light.

- 5.1.7 Distance between structures. If there is a separation between any two principal structures on the same parcel, said separation shall be a minimum of 15-feet or a distance equal to one-half the sum of their heights, whichever is the greater.
- 5.1.8 Landscaping and buffering. All B-1, Professional Business and Office District, uses shall meet the requirements of Article 17: Landscaping and Buffers.

Proposed Zoning Requirements

Section 5.2 B-2, Neighborhood Business District

- 5.2.1 Purpose and intent. The purpose and intent of the B-2 Neighborhood Business District is to provide a limited commercial convenience facility, servicing nearby residential neighborhoods, planned and developed as an integral unit.
- 5.2.2 *Permitted uses.* The following uses are permitted as of right, or as uses accessory to permitted uses in the B-2, Neighborhood Business District, conditioned on the Commission Site Plan Approval requirements of Section 18.9:
 - (a) All uses permitted by right under the B-1 zoning designation
 - (b) Antique store
 - (c) Apparel and accessory store
 - (d) Appliance store including repair
 - (e) Art gallery or museum
 - (f) Art supplies
 - (g) Bait store
 - (h) Bakery retail
 - (i) Bed and breakfast or tourist home
 - (j) Bicycle sales and service
 - (k) Boarding, rooming or lodging house, dormitory
 - (I) Book store
 - (m) Café
 - (n) Camera and photo shop
 - (o) Candy store
 - (p) Catering shop or service
 - (q) Copy shop
 - (r) Delicatessen
 - (s) Discount/variety store (not to exceed 8,000 square feet)

- (t) Drug store (not to exceed 8,000 square feet)
- (u) Fixture sales
- (v) Floor covering sales or service
- (w) Florist
- (x) Fraternity or sorority house
- (y) Fruit and produce store
- (z) Gift shop
- (aa) Hardware store, retail
- (bb) Ice cream parlor
- (cc) Interior decorating shop
- (dd) Laundry, self service
- (ee) Lawnmower sales and service
- (ff) Locksmith
- (gg) Music store
- (hh) Neighborhood convenience store
- (ii) News stand
- (jj) Paint and wallpaper store
- (kk) Picture framing and/or mirror silvering
- (II) Restaurant

- (mm) Shoe repair shop
- (nn) Shoe store
- (oo) Sign shop
- (pp) Sporting goods store

- (qq) Tailor shop
- (rr) Tobacco store
- (ss) Toy store
- 5.2.3 Conditional Use Commission Site Plan Approval. The following uses are permissible as Commission Site Plan Approval uses in the B-2, Neighborhood Business District, subject to the standards and procedures established in Section 18.9: Commission Site Plan Approval:
 - (a) Air conditioning sales and service
 - (b) Amusement arcade
 - (c) Animal clinic/kennels
 - (d) Arboretum
 - (e) Ball field
 - (f) Business machine sales and service
 - (g) Car wash
 - (h) Country club
 - (i) Discount/variety store (exceeding 8,000 square feet)
 - (j) Drug store (exceeding 8,000 square feet)
 - (k) Exterminator service office
 - (I) Golf course
 - (m) Liquor store
 - (n) Mini warehouse
 - (o) Night club, bar, tavern
 - (p) Office equipment and supplies sales

- (q) Park or playground
- (r) Pawn shop
- (s) Pet shop
- (t) Plumbing shop
- (u) Restaurant sales and supplies
- (v) Riding academy
- (w) Rug and/or drapery cleaning service
- (x) Seafood store
- (y) Swimming pool (outdoor)
- (z) Tennis court (outdoor)
- (aa) Water storage tank
- (bb) Wildlife sanctuary
- (cc) Wireless telecommunication facility
- (dd) Dwellings, in combination with commercial uses, subject to the standards listed under Section 5.2.4: Mixed uses

5.2.4 Mixed uses. Mixed residential and commercial uses may be permissible as Commission Site Plan in the B-2 Neighborhood Business District, subject to the standards

Proposed Zoning Requirements

and procedures established in Section 18.9: Commission Site Plan Approval, and subject to the following criteria:

- (a) The commercial uses in the development may be limited in hours of operation, size of delivery trucks and type of equipment.
- (b) The residential uses shall be designed so that they are compatible with the commercial uses
- (c) Residential and commercial uses shall not occupy the same floor of a building.
- (d) Residential and commercial uses shall not share the same entrances.
- (e) The number of residential dwelling units shall be controlled by the dimensional standards of the B-2 district. A dwelling unit density of .5 (1/2) dwelling units per 1,000 square feet of the gross floor area devoted to commercial uses, may be allowed (structures with less than 2,000 square feet devoted to commercial uses shall be allowed one dwelling unit). In no case, however, shall the overall dwelling unit density for a mixed use project exceed 4 dwelling units per acre.
- (f) Building height shall not exceed three stories.
- (g) A minimum of 30 percent of the mixed-use development shall be maintained as open space. The following may be used to satisfy the open space requirements: areas used to satisfy water management requirements, landscaped areas, recreation areas, or setback areas not covered with impervious surface or used for parking (parking lot islands may not be used unless existing native vegetation is maintained).
- (h) The mixed commercial/residential structure shall be designed to enhance compatibility of the commercial and residential uses through such measures as, but not limited to, minimizing noise associated with commercial uses; directing commercial lighting away from residential units; and separating pedestrian and vehicular access ways and parking areas from residential units, to the greatest extent possible.

5.2.5 Area and dimensional ordinances.

Maximum Height of Structure in Feet 35
Maximum Height of Structure in Habitable Stories2 1/2
Minimum Front Yard 30-Feet
Minimum Rear Yard 25-Feet
Minimum Side Yards 15-Feet
Minimum Lot Area 20,000 Square Feet
Maximum Impervious Surface Ratio 60
Minimum Lot Width at Building Line 80-Feet
Minimum Lot Width at Street Line 60-Feet

- 5.2.6 Lighting standards. The maximum height of exterior lights shall be 25-feet. The intensity, location, and design of lighting shall be such that not more than one foot candle of light is cast upon adjacent property or public rights-of-way. Light fixtures shall be designed to cast light downward. Where necessary, cut-off devices shall be used to minimize glare off premises. No light shall be aimed directly toward a property designated residential, which is located within 200-feet of the source of the light.
- 5.2.7 Distance between structures. If there is a separation between any two principal structures on the same parcel, said separation shall be a minimum of 15-feet or a distance equal to one-half the sum of their heights, whichever is the greater.
- 5.2.8 Landscaping and buffering. All B-2, Neighborhood Business District, uses shall meet the requirements of Article 17: Landscaping and Buffers.

1.) Is the requested change compatible with the existing development pattern and the zoning of nearby properties?

The subject property is currently zoned RSF-E, Single Family Estate District, and B-1, Professional Business District and is residential. The adjacent properties are zoned the RSF-E, B-1, and B-3. The adjacent uses are residential and commercial. A development trend appears to exists at the commercial node at the intersection of SR 181 and County Road 64. Zoning encourages a transition from more intense uses to less intense uses, a less intense commercial use is likely an appropriate transition from the intense commercial growth at the commercial node and the existing residential developments.

2.) Has there been a change in the conditions upon which the original zoning designation was based? Have land uses or conditions changed since the zoning was established?

The zoning for Planning District 15 was adopted by the County Commission on August 1, 2006. Since this time there have been multiple rezonings in the area, mainly along SR 181 and County Rd 64. Many of these rezonings were commercial.

3.) Does the proposed zoning better conform to the Master Plan?

A future land use designation of Residential is provided for parcel 05-43-06-23-0-000-015.002 (RSF-E). This category is provided for residential dwelling units including single family dwellings, two family (duplex) dwellings, multiple family dwellings, manufactured homes, manufactured housing parks and Planned Residential Developments. Institutional uses, recreational uses and limited neighborhood commercial uses may be included subject to the provisions of the Zoning Ordinance. To the greatest extent possible, residential areas should be accessible to major thoroughfares connecting with work areas, shopping areas and recreational areas. Zoning designations may include RR, RA, CR, RSF-E, RSF-1, RSF-2, RSF-3, RSF-4, RSF-6, RTF-4, RTF-6, RMF-6, HDR, RMH and PRD. Approval of the requested rezoning will not require a change to the Future Land Use Map.

A future land use designation of Commercial is provided for parcel 05-43-06-23-0-000-015.006 (B-1). This category is provided for retail and wholesale trade facilities which offer convenience and other types of goods and services. Institutional uses, recreational uses, mixed-use developments and transportation, communication and utility uses may be included in accordance with the Zoning Ordinance. Multiple family developments may also be included. Commercial uses should be located on major streets so as to be accessible to the residential population. Zoning designations may include RR, B-1, B-2, B-3, B-4, MR and TR.

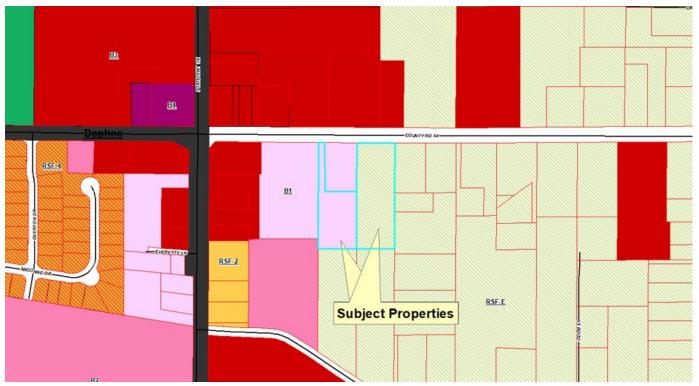
- **4.) Will the proposed change conflict with existing or planned public improvements?**Staff is unaware of any planned public improvements.
- 5.) Will the proposed change adversely affect traffic patterns or congestion?

 Per the Federal Highway Administration, the functional classification of County Road 64 is major arterial. Arterials provide a high level of mobility and a greater degree of access control. Access to this site from County Road 64 would require approval from the Baldwin County Highway Department.
- 6.) Is the proposed amendment consistent with the development patterns in the area and appropriate for orderly development of the community? The cost of land or other economic considerations pertaining to the applicant shall not be a consideration in reviewing the request.

The adjacent land uses are residential and commercial. The subject properties are located to the east of a commercial intersection. Please also see the responses to Standards 1 and 2.

7.) Is the proposed amendment the logical expansion of adjacent zoning districts?

The property adjacent to the north and west are zoned commercial. As you can see from the zoning map below this is a transition area between commercially zoned and residentially zoned properties. The more intense commercial areas are at the intersection of County Rd 64 and Hwy 181 and then transitions out to less intense uses. Staff feels the proposed amendment is a logical expansion of the adjacent zoning.



- 8.) Is the timing of the request appropriate given the development trends in the area? Staff believes that timing is not an issue.
- 9.) Will the proposed change adversely impact the environmental conditions of the vicinity or the historic resources of the County?

Staff is unaware of any environmental conditions or historic resources that would be adversely impacted by this request. The Alabama Department of Environmental Management (ADEM) provided no comments.

10.) Will the proposed change adversely affect the health, safety and welfare of the County and the vicinity?

Staff anticipates no adverse impacts.

11.) Other matters which may be appropriate. NA

Agency Comments

ALDOT, Michael Smith: No Comments

ADEM, Scott Brown: No Comments

Baldwin County Highway Department – Tyler Mitchell:

Any connection to CR 64 will require obtaining a commercial turnout permit from the Baldwin County Highway Department

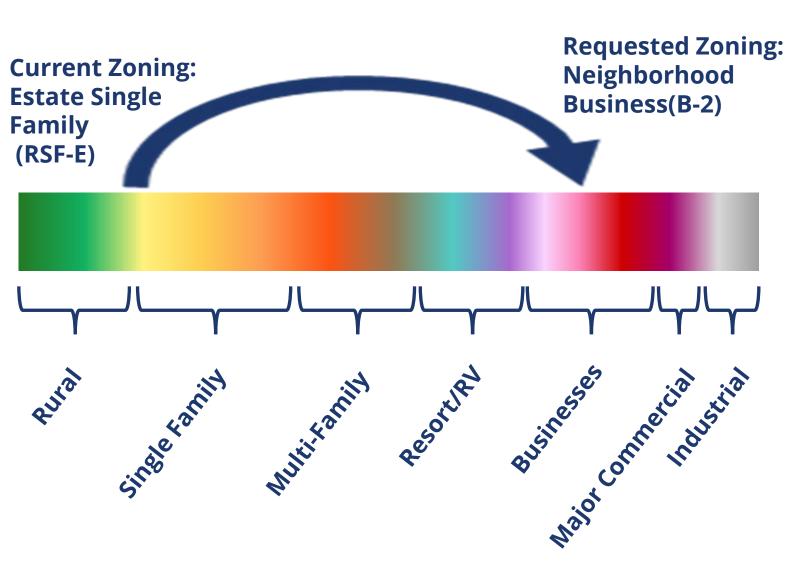
Baldwin County Subdivision - Shawn Mitchell: No Comments

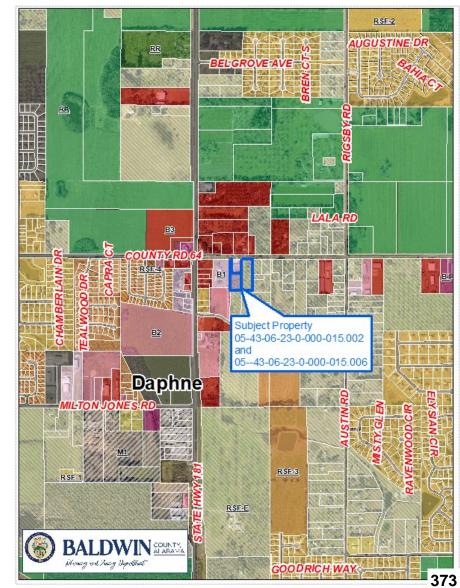
City of Daphne – Adrienne Jones: Thank you for sharing this information and providing an opportunity for me to share my thoughts.

The trickle of commercial zoning is moving eastward of the intersection of 181 and County Road 64. I don't have to preach to the choir about traffic in this area. If I had a wish list, it would be for shared access along CR 64 or the requirement for right of way improvements for turn lanes into the sites. As the zoning intensity increases along this corridor, particularly where adjacent to residential land uses, I'm sure there are mitigation measures for landscaping, screening and buffering. Mini-warehouse establishments tend to run security lighting during the night. Additionally, placement of trash/refuse and stormwater management facilities away from the residential uses would be justifiable where practicable.

Ultimately, I have no concern with commercial zoning in this stretch of County Road 64. I advocate for all mitigation measures to be utilized during the site plan review process to diminish the impact on the adjacent residences.

Z22-18 DAVIS PROPERTY

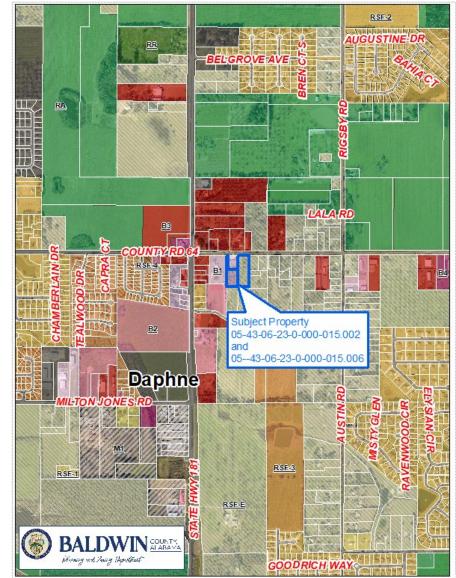




Z22- 18 DAVIS PROPERTY

Staff's Summary and Comments:

As stated previously, the subject property is currently zoned RSF-E, Estate Single Family District and B-1, Professional Business District, and is currently residential. The property adjoins County Road 64 and the adjoining properties are residential and commercial. The requested zoning designation is B-2, Neighborhood Business District. According to the submitted information, the purpose of this request is to allow for a business office and storage units. If the property is rezoned, the applicant will have to come back and get Commission Site Plan approval.



Z22-18 DAVIS PROPERTY

Recommendation:

- > Staff Recommends Approval.
- > Planning Commission Recommends Approval.

Factor Summary:

- Factors do not necessarily carry equal weight.
- Staff review is based on information provided by the applicant and other readily available information.



Public Hearing:

Only credible information impacting one of the factors above will be considered by the Planning Commission.

COUNTY OF BALDWIN

RESOLUTION # 2023-033

DETERMINATION OF THE BALDWIN COUNTY COMMISSION, REGARDING **CASE No. Z22-000018 Davis Property** SUCH DETERMINATION AS AUTHORIZED PURSUANT TO SECTION 45-2-261 THROUGH SECTION 45-2-261.18, <u>CODE OF ALABAMA</u> (1975).

WHEREAS, Anchor DGB – Mychal Schmidt has petitioned the Baldwin County Commission to rezone certain properties, in Planning (Zoning) District No. 15, for properties identified herein and described as follows:

PARCEL 1: 1197.5'X560.10 IRR, FRO NW COR SEC 23 RUN E813' S40' TO POB,

RUN E 197.5' S560.10', W201.23', W560.08' TO POB. SEC 23-5-2 (WD)

PARCEL 2: 30' X 560.1' IRR LOT 2 RICHARD PIERCE SUB SLIDE 2106-B SEC 2

3-T5S-R2E (WD)

Otherwise known as tax parcel numbers, **05-43-06-23-0-000-015.006 and 05-43-06-23-0-000-015.002** as found in the office of the Revenue Commissioner of Baldwin County, Alabama; and

WHEREAS, the petitioner has requested that the properties herein identified be rezoned from RSF-E, Single Family Estate District and B-1, Professional District, to B-2, Neighborhood District, and

WHEREAS, the Baldwin County Planning and Zoning Commission held a public hearing on December 1, 2022 and voted to recommend **Approval** of the rezoning request; and

WHEREAS, the Baldwin County Commission held a public hearing on January 17, 2023; and

WHEREAS, the requirements of SECTION 45-2-261 THROUGH SECTION 45-2-261.18, <u>CODE OF ALABAMA</u> (1975), regarding procedures to consider this rezoning request, which would affect the Planning (Zoning) District Boundary designations of the Planning (Zoning) District No. 15 Official Map, have been met; now therefore

BE IT RESOLVED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, That the petitioner's request to rezone the properties (Case No. Z22-000018, Davis Property) as herein identified and described and as found within the confines of Planning (Zoning) District No.15 from RSF-E, Single Family Estate District and B-1, Professional District, to B-2, Neighborhood Business District, which amends the Planning (Zoning) District Boundary designations of the Planning (Zoning) District No. 15 Official Map, is hereby **APPROVED**.

DONE, under the Seal of Baldwin County, Alabama, as affixed on this the **17th** day of **January** 2023.

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

VI. CONSIDERATION OF APPLICATIONS AND REQUESTS – REZONING

a.) Case Z22-18, Davis Property

The applicant is requesting to rezone 4.1 acres from RSF-E to B-2 to allow construction of a business office and storage units on the property.

The case was presented by Celena Boykin.

No one was signed up to speak on this case.

Mr Davis made the motion to recommend approval of the request. Mr. Booher made the second. All member voted in favor of the motion. Motion to recommend approval of case Z22-18, Davis Property, carried on a vote of 8-0.

b.) Case Z22-20, May Property

The applicant is requesting to re-zone 1.8 acres from B-2 to B-4 to allow automobile sales and the sale of portable buildings on the parcel.

The case was presented by Cory Rhodes

Alfred May was present for the applicant.

No one was present in opposition.

Mr Davis made the motion to recommend denial of the request. Mr. Mullek made the second. All member voted in favor of the motion. Motion to recommend denial of case Z22-22, May Property, carried on a vote of 8-0

c.) Case Z22-22, McLendon Property

The applicant is requesting to rezone 1.06 acres from RSF-1 to RSF-2 to allow the parcel to be subdivided.

The case was presented by Cory Rhodes

Kyle Hamm was present for the applicant.

Jim Curry, Angela Pace, Alan Chason and George Roberds were present in opposition

BALDWIN COUNTY PLANNING & ZONING COMMISSION

Voting Sheet

Z22-18 Davis Property 12/1/2022

MOTION: TO RECOMMEND APPROVAL

MADE BY: ROBERT DAVIS

2ND BY: BILL BOOHER

MEMBER	IN FAVOR OF MOTION	OPPOSED TO MOTION
Steven Pumphrey	-	-
Brandon Bias	A	
Robert Davis	Х	
Plumer Tonsmeire	Х	
Jason Padgett	А	
Michael Mullek	Х	
Greg Seibert	Х	
Bill Booher	Х	
Jamie Strategier	Х	
Mike McKenzie	А	
Rebecca Teel	Х	
Diane Burnett	А	
Michael Fletcher	Х	
<u>VOTE TOTAL</u>	8	0

MOTION TO RECOMMEND APPROVAL CARRIES ON A VOTE OF 8-0

Planning and Zoning Department

Memo

To:

Anu Gary, Records Manager

From:

DJ Hart

Date:

1/6/2023

Re:

Z22-18, Davis Property

Proof of Advertisement for the Baldwin County Commission Public Hearing on 1/17/2023

Anu:

Attached is the original Proof of Publication for the Baldwin County Commission public hearing for case:

Z22-18, Davis Property

The Planning and Zoning Commission meeting was held Thursday, December 1, 2022.

The County Commission public hearing is scheduled for Tuesday January 17, 2023.

Please let me know if you have any questions.

Thank You,

DJ Hart

GULF CSAST MEDIA

PO Box 1677 • Sumter, SC 29150 GulfCoastMedia.com

The Courier, The Islander
The Onlooker & The Baldwin Times
Office: 251-943-2151 • Legals: 251-345-6805

PROOF OF PUBLICATION STATE OF ALABAMA • BALDWIN COUNTY

Before me, the undersigned authority in and for said County, in said State, personally appeared April M. Perry who, by me duly sworn, deposes and says that: she is the Legal Representative of the following newspaper listed below, a newspaper of GENERAL CIRCULATION, PUBLISHED and PRINTED in Baldwin County, Alabama, and that there was published in The Courier, The Islander, The Onlooker, & or The Baldwin Times in the issue/s of:

12/21/2022, 12/28/2022, 01/04/2023

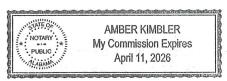
a legal notice, a copy of which is hereto attached. The sum charged by the Newspaper for said publication does not exceed the lowest classified rate paid by commercial customers for an advertisement of similar size and frequency in the same newspaper(s) in which the public notice appeared.

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



Sworn and subscribed to on 01/04/2023.

BC PLANNING & ZONING- LEG

Acct#: 983695 Ad#: 341389 Z22-18 Davis Property

Amount of Ad: \$384.08 Legal File# Z22-18



BALDWIN COUNTY COMMISSION

Main Office - 251.580.1655 22251 Palmer St., Robertsdale, AL 36567

Foley Office - 251.972.8523 201 East Section Ave., Foley, AL 36535

> NOTICE OF PUBLIC HEARING Case #: 722-18 Davis Property Planning District: 15 Rezone RSF-E to B-2

Notice is hereby given that the Baldwin County Commission will conduct a public hearing concerning a request submitted by Mychal Schmidt on behalf of Bradley Davis. The applicant is requesting approval to rezone 4.1 acres +/- from RSF-E - Residential Single-Family Estate to B-2 - Neighborhood Business. The Parcel Identification Numbers are 05-43-06-23-0-000-015.002.a nd 05-43-06-23-0-000-015.006.

The public hearing will be conducted during the next regular meeting of Baldwin County Commission which is scheduled for January 17, 2023 beginning at 10:00 a.m. at the Baldwin County Fairhope Satellite Courthouse, County Commission Meeting Chambers-2nd Floor, 1100 Fairhope Ave., Fairhope, Al. 36532.

The said application will be considered by the Baldwin County Commission pursuant to Alabama Code- 45-2-261. The application materials are available for public review at the office of the Baldwin County Planning and Zoning Department, 22251 Palmer Street in Robertsdale, AL or at the Foley Satellite Courthouse, 201 East Section Avenue in Foley, Alabama during normal business hours. if you desire to speak with someone by telephone about this application, please contact the Baldwin County Planning and Zoning Department at (251)-580-1655. If you desire to submit written comments, please address your correspondence to:

Baldwin County Planning & Zoning 22251 Palmer Street Robertsdale, AL 36567

You may email your comments to: planning@baldwincountyal.gov. If you desire to address the Baldwin County Commission in person about this application, please attend the public hearing at the time and location listed above.

Public participation is solicited without regard to race, color, national origin, sex, age, religion, disability. Persons who require special accommodations under the Americans with Disability Act or those requiring language translation services should contact the Baldwin County Planning & Zoning Department at 251-580-1655.

December 21-28, 2022; January 4, 2023

GULF COAST MEDIA

Printer Affidavit:

This is to certify the attached advertisement

Appeared in The Courier, The Islander & The Onlooker Issue of Gulf Coast Media.

Publication Date(s):

December 28, 2022

Account #980101 PO #____

Cost \$ 378.00 Ad # 288141

Bethany McCourt Sales Representative

Bill To:

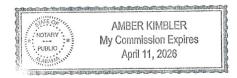
Mail payments to:

Gulf Coast Media PO Box 1677- Sumter, SC 29151

Sworn to and subscribe before me

This agranded December

Amber Kimbler Notary Public for Alabama My commission expires on April 11, 2026





Find, Share Recipes at Outdoor Alabama's Wild Eats Page

BY DAVID RAINER Alabama Department of Conservation and Natural Resources

If your hunting season has gone well and you have plenty of wild game to pre-pare, you may be looking for new ideas on how to put the best dishes possible on the dinner table. Or you could be a novice hunter getting ready to prepare a meal with wild game for the first time and looking for helpful re-

With that in mind, the Alabama Department of Conservation and Natural Resources (ADCNR) website, Outdoor Alabama, has just what you're looking for in the new Wild Eats page at www.outdooral-abama.com/WildEats. The page features a list of tasty recipes for a variety of wild game. "The culmination of a

hunting or fishing trip is food," said Billy Pope, ADCNR's communications and marketing director. "We wanted to provide a platform on Outdoor Ala bama that gives everybody the opportunity to cook wild game with unique recipes and a place for everybody to share their rec-

ipes.
"We're asking people to submit their unique recipes for wild game and fish. We've already had submis sions for stir-fried duck and collard green soup with venison."

Pope also said ADCNR realizes many late-onset hunters are pursuing wild game with a different mindset from who grew up in a hunting culture.

"People being introduced to hunting or wanting to learn to hunt are doing it for a different reason," he said. "They want to har-vest their own meat, so they know where it comes from. They want sustainable, healthy protein for their families.

"More and more people are interested in wild table fare, which has made learning to hunt a priority. ADCNR's Adult Mentored Hunting Program has been able to fill the void and introduce new hunters to the art of field-dressing and butchering wild game.

Justin Grider, ADCNR's Wildlife and Freshwater Fisheries Division R3 Coordinator, said the process of placing tasty wild game dishes on the dinner table starts well before the hunt

"Before it's time to hunt, you need to become proficient with whatever firearm or bow you're using," Grider said. "You want to make sure it is shooting where you're aiming so you can make a good, clean, quick kill. You owe that to the animal as a nter to make that as quick and painless as pos sible. When you are proficient with the firearm or bow, it leads to a better end-product when it comes to putting it on the dinner

a quality shot, it leads to a quick recovery of the ani-mal, and the processing of the animal can proceed without delay.

"The quicker you can get those internal organs and entrails out of that animal, especially deer, and get that body cavity cooled down, the better," Grider said, "You're fighting three things - heat, moisture, and dirt. You're trying to avoid all three. "Most days in Alabama

are relatively warm, so if you don't have access to a skinning shed, grab a cou ple of bags of ice from the nearest gas station and throw it into the cavity so it starts to cool down that body cavity. Make sure you get the ice between the hip joints. There's a lot of heat down there. When you get that cooled down, it will delay any bacteria growth

and meat spoilage."

Grider said when you're able to get the animal field-dressed in a reason able amount of time, it al-lows you to move to the next step in providing that quality wild game for the

family.
"I like to let my deer age for seven days," he said.
"If you have access to a
walk-in cooler, you can let it hang and allow that deer

BALDWIN COUNTY COMMISSION

Main Office-251.580,1655

22251 Palmer St., Robertsdale, AL 36567

Foley Office ~ 251.972,8523

201 East Section Ave., Foley, AL 36535

NOTICE OF PUBLIC HEARING

Case #: Z22-18

Davis Property

Planning District: 15

Rezone RSF-E to B-2



One of the most common ways to use venison is to grind with added fat and make burgers on the grill.

to go through rigor mortis. That whole product will start to break down and become more tender. If you don't have a walk-in oler, which most of us don't, you can quarter the deer and age that animal in a 55-quart cooler.'

The key to using an ice chest/cooler is to keep the meat elevated above the ice by using some type of rack or baking sheet to keep the meat from coming in contact with any water from the melting ice. Refresh the ice often to maintain the proper temperature

"That will accomplish the same result as if you had used a walk-in cooler,' Grider said. "That's going to lead to your best-tastin product. Any time you can age that meat for seven days, that's kind of the magic number."

After the aging process

is complete, Grider starts with the hind quarters. He debones the quarters and separates the muscle groups. He trims as much of the connective tissue as possible and decides whether to use the meat for roasts, steaks, jerky or ground venison.

"I start from the back of the animal and work my way forward, all the way up to the neck," he said. "I save that neck roast for

slow cooking to break down the connective tissue nd make it really tender. Of course, it depends on your needs. Later in the season, after you've got some steaks and roasts set aside, you may just focus on grinding the whole thing, so you have plenty of ground meat for the

Grider removes all the venison fat, which can cause the meat to have a gamey taste, Instead, he heads to a butcher shop or grocery store and procures beef or nork fat to mix with the venison for grind-ing. He tries to get the ratio of venison to fat to around 85-15 or 80-20.

"You can call the day be-fore you plan to grind the meat and ask them to set aside 10 to 15 pounds of fat," he said. "Venison is so lean, you need to put in a little fat. I've seen people use bacon ends, or you can buy a chuck roast and grind that in.'

If your hunt ends in a difficult recovery, Grider says hunting conditions will dictate whether the meat is salvageable.

"If the temperature is

above 45 degrees, which is pretty common for most of the hunting season in Ala-bama, and the deer is out in the field for 6, 8, or 12 hours, be cautious about that end product," he said. Bacteria grows so fast. Rancid meat has a distinct odor and color. Use your

eyes and nose to make the best judgment.

When the hunt goes well and the deer is processed correctly, it's time to dine on some delicious wild game. One of Grider's favorite preparations is venison burger, and he depends on the Maillard reaction to help him serve the best dish. The Maillard reaction is a chemical reaction that occurs when browning meat. After that reaction has occurred, the meat won't stick to the cooking surface.

When I'm cooking burgers or Korean beef on a grill or cast iron, I'm cook ing it so that it gets a crisp, nice brown edge to it," he said. "That's the Maillard reaction, and it gives it a better taste. I see people browning meat, and they put it in the pan long enough for it to turn brown. If they leave it in just a little longer and con tinue to stir it, it gets a nice crispy edge from the Maillard reaction and the breakdown of the sugars. It changes the flavor profile for the better.

"A good way to check on the grill is if you try to flip the burger and it's stuck to the grill, the Maillard reaction hasn't happened. If you wait a little longer, it will unstick from the grill. and you can flip it easily." Grider said the worst

mistake consumers of venison can make is to overcook it. If you're not going

the slow and low route with plenty of liquid, don't go past medium rare. "If you cook venison

burgers hot and fast on the grill or flattop about 2 min-utes on each side, that will leave you with a medium rare burger, which, in my opinion, is the best," he said. "With a backstrap or inner loins, and you grill it hot and fast, you get a really crispy, tasty outside with a medium rare center. If you cook a burger or loin too long, it gets dry and tough. A well-done venison burger is not palatable.

"If you're cooking shanks or neck roast, you want to cook it long and slow and keep it in some type of braising liquid."

When it comes to waterfowl. Grider uses the same techniques that he does for venison with one exception. He does not trim the fat on waterfowl.

"The only thing is I may

go even a little rarer or waterfowl," he said, "A lot of people just cut the breast out, and you can be missing a great opportuni ty with the skin and fat. If harvest a duck with a good layer of fat like early-season teal or wood ducks in a cypress brake, you leave the skin on and add a ton of flavor. You can also the thigh and leg meat, which is delicious."

Even with small game, Grider prefers to age the meat before he prepares it. He removes the entrails from small game and wa terfowl and ages them in the refrigerator.

"Not to say you can't cook it right out of the woods, but I find that if you age it to break down the protein, it makes for really tasty wild game," he





Well #5 and Well #6 Refurbishing Bid 2023-5

Sealed proposals will be received by the Gulf Shores Utilities Board at 1629 East 1" Street, Gulf Shores, Alab 36542 until 2:00 p.m. on Thursday lanuary 12, 2023.

Gulf Shores Utilities Board (GSUB) requests o bid for the following: Well #5 & Well #6 Refurbishment including: Performing Pre and Post Pump test, pulling pump assembly, Performing Pre and Post Video inspection, perform mechanical deaning, replacement of warm parts and installing new parts.

Bids will be apened and read aloud in the Gulf Shares Utilities Board's conference room located at 1629 East 1st Street at 2:00 p.m. on Thursday January 12, 2023.

Bid Pockages complete with specifications may be obtained from the Office of Gulf Shores Utilities Board, 1629 East 1° Street, Gulf Shores, Al. 36542 fram 8:00 a.m. till 4:30 p.m. Monday through Friday.

All bids must be on the bid forms provided in the Bid Documents. Bids shall be accompanied by a Bid Security equal to 5% [percent] of the bid price, but in no event more than \$10,000.00, Bid Security shall be in the form of a Bid Bond or a cashier's check populete of The Gulf Shores Utilities Board. No Bid Security is required on bids lasts than \$10,000.00.

All bids, with their guarantee (when required), must be enclosed in a sealed envelope, clearly identified on the outside as "Sealed Bids" with Project Name, Gulf Shores Utilities' Name and Address, Bidders' Name and Addr autidie as "Sealed Blids" with Project Rame, our sones vuities Frame ann Aduress, indoors name ann Aduress, and and all diders' Adure ann Aduress, and and all diders' Adure Well Drillers Liense Number, and dide der the bid opening. Goth bid must be in a separate envelope. Blids made out in pencil will not be accepted. It shall be the responsibility of the contractor to assure receipt of the bid at the Colff Shores Utilities Board's Office prints to the published with per the bid opening.

Failure to observe the instructions contained herein will constitute grounds for rejection of your bid. Gulf Shores Utilities Board reserves the right to accept or reject all bids or any portion thereof whichever is in the best intere the Board.

Please direct any inquiries about Bid No. 2023-5 to Director of Water Operations Albert Bonifay at 251-968-6148

Notice is hereby given that the Baldwin County Commission will conduct a public hearing erning a request submitted by Mychal Schmidt on behalf of Bradley Davis. The applicant is requesting approval to rezone 4.1 acres +/- from RSF-E - Residential Single-Family Estate to B-2 - Neighborhood Business. The Parcel Identification Numbers are 05-43-06-The public hearing will be conducted during the next regular meeting of Baldwin County

The said application will be considered by the Baldwin County Commission pursuant to Alabama Code- 45-2-261. The application materials are available for public review at the office of the Baldwin County Planning and Zoning Department, 22251 Palmer Street in Robertsdale, AL or at the Foley Satellite Courthouse, 201 East Section Avenue in Foley, Al abama during normal business hours. If you desire to speak with someone by telephone about this application, please contact the Baldwin County Planning and Zoning Department at (251)-580-1655. If you desire to submit written comments, please address your

Commission which is scheduled for January 17, 2023 beginning at 10:00 a.m. at the Bald-

win County Fairhope Satellite Courthouse, County Commission Meeting Chambers-2nd Floor, 1100 Fairhope Ave., Fairhope, Al. 36532.

Baldwin County Planning & Zoning

23-0-000-015.002.and 05-43-06-23-0-000-015.006.

Robertsdale, Al. 36567

You may email your comments to: planning@baldwincountyal.gov. If you desire to address the Baldwin County Commission in person about this application, please attend the public hearing at the time and location listed above.

Public participation is solicited without regard to race, color, national origin, sex, age, religion, disability. Persons who require special accommodations under the America Disability Act or those requiring language translation services should contact the Baldwir County Planning & Zoning Department at 251-580-1655



Baldwin County Commission

Agenda Action Form

File #: 23-0497, Version: 1 Item #: FA1

Meeting Type: BCC Regular Meeting

Meeting Date: 1/17/2023

Item Status: New

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

Submitted by: Anu Gary, Administrative Services Manager

ITEM TITLE

Amendment to Lease Agreement with Robert A. Wills for Office Space for the Baldwin County Legislative Delegation in Bay Minette, Alabama

STAFF RECOMMENDATION

Approve an Amendment to the Lease Agreement between Robert A. Wills, Sr. and the Baldwin County Commission for the Baldwin County Legislative Delegation, originally approved on November 16, 2022, to utilize office space in the building located at 125 D'Olive Street, Bay Minette, Alabama, in the amount of \$1,750.00 per month.

The term of this Lease shall be for a period of five (5) years beginning on January 1, 2023, and terminating on December 31, 2027, at 12:00 midnight, unless sooner terminated as provided herein.

BACKGROUND INFORMATION

Background: See attached request letter from BC Legislative Delegation, dated January 10, 2023.

Previous Commission action/date:

November 16, 2022, BCC Meeting, Agenda Item FA6: The Commission approved a Lease Agreement between Robert A. Wills, Sr. and the Baldwin County Commission for the Baldwin County Legislative Delegation to utilize the first floor of the building and the parking lot and grounds located at 125 D'Olive Street, Bay Minette, Alabama, in the amount of \$4,090.00 per month. The term of this Lease being for a period of five (5) years beginning on January 1, 2023, and terminating on December 31, 2027, at 12:00 midnight, unless sooner terminated as provided in the agreement.

FINANCIAL IMPACT

Total cost of recommendation: \$1,750 per month, \$21,000 annually, to be paid by the Baldwin

County Legislative Delegation.

Budget line item(s) to be used: 10451904.52210

Item #: FA1 File #: 23-0497, 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? Yes.

Reviewed/approved by: Pending approval by County Attorney 01/05/2023 akg

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration

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

Send correspondence and lease agreement to be signed to:

Robert A. Wills, Sr. Post Office Box 547 Bay Minette, Alabama 36507

Email notification of Commission action and copy of lease agreement to be signed to:

Cliff McCollum, BC Legislative Delegation

Cc:

Ron Cink Cian Harrison Eva Cutsinger Christie Bezoari

Additional instructions/notes: N/A



DISTRICT 32
SEN. VIVIAN DAVIS FIGURES

DISTRICT 33
REP. MATTSIMPSON

DISTRICT 96

REP. JENNIFER FIDLER
DISTRICT 94

REP. FRANCES HOLK JONES DISTRICT 95

BALDWIN LEGISLATIVE DELEGATION CONSTITUENT SERVICES

203 OAK STREET POST OFFICE BOX 776 BAY MINETTE, ALABAMA 36507 Telephone: (251) 937-0240

Fax: (251) 580-1645

Cliff McCollum, Director



SEN, GREG ALBRITTON DISTRICT22

REP. DONNA GIVENS DISTRICT 64

REP. ALAN BAKER DISTRICT 66

REP. SHANE STRINGER DISTRICT 102

REP. BRETT EASTERBROOK DISTRICT 65

January 10, 2023

Chairman Charles Gruber Baldwin County Commission

Re: Bay Minette Office Space

Chairman Gruber,

On behalf of the members of the Baldwin County Legislative Delegation, I would like to express the delegation's request to modify and amend the contract agreement that the County Commission recently entered into for Bay Minette office space for several members of the delegation to utilize.

Upon further review and discussion amongst delegation members, the proposed amended contract for \$1,750 per month for a smaller space usage is the preferred amenable choice that would still make certain that there is a proper delegation office present in our beautiful county seat that is open and available to our constituents in the northern parts of the county that is near to them.

As always, we thank the Baldwin County Commission for its continued partnership and special relationship with our legislative delegation.

Sincerely.

Clifford McCollum

Director of Constituent Services, Baldwin County Legislative Delegation

AMENDMENT TO LEASE AGREEMENT

WHEREAS, the Lessor and Lessee entered into that certain Lease Agreement on November 16, 2022, when the Lessee approved said Lease Agreement, with modification, at its regularly held meeting on November 16, 2022; and

WHEREAS, the Lessor and Lessee have mutually agreed to amend said Lease Agreement; and

WHEREAS, the Baldwin County Legislative Delegation is in agreement with said amendment.

NOW, THEREFORE, the Parties hereto AGREE that said Lease Agreement is amended to read in its entirety as follows:

- 1. The Lessor agrees to lease to the Lessee and the Lessee agrees to lease from the Lessor the following "Premises," to-wit: The two offices on the east end of the building owned by the Lessor at 125 D'Olive Street in the City of Bay Minette, Alabama, together with the right to access the conference room and library conference room (upon availability and approval by Lessor) and lobby, restrooms, kitchen area, secretarial desk area and parking lot.
- 2. **Term**. The term of this Lease shall be for a period of five (5) years beginning on January 1, 2023, and terminating on December 31, 2027, at 12:00 midnight, unless sooner terminated as provided herein.
- 3. **Rent**. The rent shall be in the amount of One Thousand Seven Hundred Fifty and 00/100 Dollars (\$1,750.00) per month and shall be payable in advance on or before the first (1st) day of each month. All rental payments shall be made to Lessor, at the address specified below. In addition to all other payments provided for in this Lease, Lessee shall be assessed with and shall pay a late charge of \$100.00 for each rental installment which is delinquent for ten (10) days or more. Further, the Lessee shall pay interest on any amount which is delinquent by more than ten (10) days at a rate of 12% per annum from the date due until paid. Lessor agrees that all rent, fees, charges, damages, or other expenses referenced herein are being paid on behalf of the Delegation and paid to Lessor from the special fund created for the Delegation pursuant to \$45-2-244.183 of the *Code of Alabama* (1975).
- 4. **Use**. Lessee shall use and occupy the Premises for legislative delegation office purposes. The Premises shall be used for no other purpose. Lessor represents that the Premises may lawfully be used for such purpose.

- 5. Care and Maintenance of Premises. Lessee acknowledges that the Premises are in good order and repair, unless otherwise indicated herein. Lessee shall, at its own expense and at all times, maintain the Premises in good and safe condition and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear and casualty excepted.
- 6. **Alterations**. Lessee shall not make any additions, alterations or improvements in or to the Premises without Lessor's written consent. All additions, alterations and improvements made in or to the Premises by either Lessor or Lessee, shall become the property of Lessor and be surrendered with the Premises at the termination of this Lease. Lessee shall have the right to remove or replace its movable trade fixtures, provided Lessee repairs any damage caused by such removal. The failure of Lessee to remove its fixtures or any of its property at the end of the term or earlier termination of this Lease shall be deemed abandonment of such property at the option of the Lessor.
- 7. **Ordinances and Statutes**. Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the Premises, occasioned by or affecting the use thereof by Lessee.
- 8. **Assignment and Subletting**. Lessee shall not, without the prior written consent of Lessor, assign this Lease or any interest hereunder, or sublet any part hereof, or permit the use of the Premises by any party, other than Lessee.
- 9. **Utilities**. All applications and connections for telephone and internet services to be utilized by Lessee on the Premises shall be made in the name of Lessee only, and Lessee shall be solely liable for all charges therefor as they become due.
- 10. **Entry and Inspection**. Lessee shall permit Lessor or Lessor's agents to enter upon the Premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same.
- 11. **Indemnification**. Lessee agrees to indemnify and save harmless the Lessor against all claims for damages to persons or property by reason of the use or occupancy of the Premises, except to the extent arising from Lessor's negligence or misconduct.
- 12. **Insurance**. Lessee, at Lessee's sole cost and expense, shall maintain public liability insurance having limits of liability of not less than \$1,000,000.00 bodily injury per occurrence plus \$100,000.00 property damage per occurrence, or a combined single limit of liability of not less than \$1,000,000.00 per occurrence, insuring Lessee against claims for personal injury, death, or property damage occurring in, upon, or about the Premises and shall name the Lessor as an additional insured thereunder. Lessor, at Lessor's sole cost and expense, shall maintain property and casualty insurance for the Premises and the personal property located on the premises.

- 13. **Eminent Domain**. If the Premises or any part thereof or any estate therein, or any other part of the Premises shall be taken by eminent domain, or by private purchase in lieu thereof and as a result thereof, in Lessee's reasonable judgment, the Premises cannot be used for Lessee's permitted use as set forth herein, then on the date when title vests pursuant to such taking, this Lease shall terminate. The rent shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Lessee. Lessor shall be entitled to receive any and all just compensation paid as a result of any such proceeding or sale.
- 14. **Destruction of Premises**. In the event of partial destruction of the Premises that does not involve more than fifty (50%) percent of the square footage of the Premises, the Lessor shall be, as promptly as may be reasonably possible, required to repair such damage; the rent herein stipulated being abated until such repairs have been completed, in proportion of the interference with the use and occupancy of the Premises by the Lessee. Should said Premises be so damaged as to render the Premises unfit for the regular conduct of Lessee's business in the usual manner, rent of the Lessee shall be abated entirely for the period that said situation exists. If the partial destruction of the Premises exceeds fifty percent (50%) of the square footage of the Premises, then within thirty (30) days thereafter, both the Lessor and the Lessee shall have the option to cancel and terminate this Lease. Notice of such intention shall be given by one party to the other party in writing, and in the event that neither party elects to terminate the Lease, then a supplemental agreement shall be entered into with regard to those conditions that are changed by virtue of said damage and the replacement hereof.
- shall otherwise breach its obligation hereunder, and shall remain in default for a period of thirty (30) days then the Lessor shall have the right of declaring this Lease terminated and of taking immediate possession of said Premises and, in addition, shall have all remedies provided by law or equity for the recovery of rent or any damage to the Lessor occasioned by the breach. In the event that the Lessor shall be in default or shall otherwise breach its obligation hereunder, and shall remain in default for a period of thirty (30) days then the Lessee shall have the right of declaring this Lease terminated and, in addition, shall have all remedies provided by law or equity for the recovery of rent or any damage to the Lessee occasioned by the breach. Provided, however, that if a non-monetary default by either party is susceptible of cure but cannot reasonably be cured within such 30-day period, and such party shall have commenced to cure such default within such 30-day period and thereafter diligently and expeditiously proceeds to cure the same, such 30-day period shall be extended for an additional period of time as is reasonably necessary for such party in the exercise of due diligence to cure such default, such additional period not to exceed ninety (90) days.
- 16. **Notice**. Any notice required to be given by either party pursuant to this Lease, shall be in writing and shall be deemed to have been properly given, rendered or made only if (i) personally delivered, or (ii) sent by overnight delivery service, or (iii) sent by Registered or Certified mail, return receipt requested, postage prepaid, addressed to the other party at the addresses set forth below;

To Lessor: Robert A. Wills, Sr.

P. O. Box 547

Bay Minette, AL 36507

To Lessee: Baldwin County Commission

ATTN: Chairman

312 Courthouse Square, Suite 12

Bay Minette, AL 36507

- 17. **Holdover**. If Lessee remains in possession of Premises after expiration of the term hereof, with Lessor's acquiescence and without any express agreement of parties, Lessee shall be a tenant at will at the rental rate in effect at the end of this Lease plus 25% thereof.
- 18. **Option to Renew**. Provided that Lessee is not in default in the performance of this Lease, Lessee shall have the option to renew the Lease for an additional five (5) year term commencing at the expiration of the initial term. Upon said renewal, the rent shall increase by twenty percent (20%). All of the other terms and conditions of the Lease shall apply during the renewal term. The option shall be exercised by written notice given to Lessor not less than thirty (30) days prior to the expiration of the term.
- 19. **Heirs, Assigns, Successors**. This Lease is binding upon and inures to the benefit of the heirs, successors and assigns in interest to the parties.
- 20. **Subordination**. This Lease is and shall be subordinated to all existing and future liens and encumbrances against the property.
- 21. **Quiet Enjoyment**. Lessor represents that it has full power and authority to enter into this Lease. So long as Lessee is not in default of this Lease, Lessee's quiet enjoyment of the Premises shall not be disturbed or interfered with by Lessor, or any person claiming by, through, or under Lessor.
- 22 . **Attorneys' Fees**. In the event any legal action or proceeding is commenced to interpret or enforce the terms of or obligations arising out of this Lease, or to recover damages for the breach thereof, the party prevailing in any such action or proceeding shall be entitled to recover reasonable attorney's fees, court costs and expenses, at both trial and appellate levels.
- 23. **Authorization of Payment From Special Fund**. Pursuant to Section 45-2-220.05(b) of the *Code of Alabama* (1975), the Baldwin County Legislative Delegation hereby authorizes disbursements from the special fund to be made by the Baldwin County Commission to the Lessor and the Baldwin County Commission general fund for the purpose of paying all rent, fees, charges, damages, or other expenses incurred by the Baldwin County Commission pursuant to this Lease. The parties hereto acknowledge and agree that the Baldwin County Commission

shall not be responsible for any expenses incurred pursuant to this Lease, 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 Lease or shall pay Lessor directly from the special fund.

- 24. **Entire Agreement**. The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties.
- 24. This Lease Agreement shall be construed and enforced pursuant to the laws of the State of Alabama.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and signatures on the day and year first above written.

BALDWIN COUNTY LEGISLATIVE DELEGATION

BY:	
	Date
STATE OF ALABAMA	
COUNTY OF BALDWIN	
known to me, acknowledged before me on	otary Public, in an dfor said County in said State,, whose name as and a member of n, is signed to the foregoing instrument and who is this day that, being informed of the contents of the full authority, executed the same voluntarily for and as the Delegation.
Given under my hand and seal this	day of, 2023.
	NOTARY PUBLIC, Baldwin County, Alabama My Commission Expires:

"LESSOR"
Debout A Wills Cu
Robert A. Wills, Sr.

STATE OF ALABAMA

COUNTY OF BALDWIN

I, Yolanda S. Hall, a Notary Public, in and for said County and State, hereby certify that Robert A. Wills, Sr., whose name as Lessor is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that being informed of the contents of this instrument, he, in his capacity as such officer and with full authority on this day, executed the same voluntarily for and as the act of said Lessor.

Given under my nand and sear this _	day of January, 2023.
	NOTARY PUBLIC, Baldwin County, Alabama
	My Commission Expires: 12/20/25

"LESSEE" BALDWIN COUNTY COMMISSION

	BY:
	BY: Charles F. Gruber
	Its: Chairman
ATTEST:	
BY:	y Administrator
STATE OF ALABAMA	
COUNTY OF BALDWIN	
and RONALD J. CINK as Budget Director COUNTY COMMISSION, whose names a known to me, acknowledged before me on	tary Public, in and for said County in said State, airman of the BALDWIN COUNTY COMMISSION /Interim County Administrator of the BALDWIN are signed to the foregoing instrument and who is this day that, being informed of the contents of the officers and with full authority, executed the same in County Legislative Delegation.
Given under my hand and seal this	day of, 2023.
	NOTARY PUBLIC, Baldwin County, Alabama My Commission Expires:

LEASE AGREEMENT

Lessee hereby agrees to lease from Lessor and Lessor hereby agrees to lease to Lessee the first floor of the building and the parking lot and grounds located at 125 D'Olive Street, Bay Minette, Alabama ("Premises") upon the following TERMS and CONDITIONS:

- 1. **Term**. The term of this Lease shall be for a period of five (5) years beginning on January 1, 2023, and terminating on December 31, 2027, at 12:00 midnight, unless sooner terminated as provided herein.
- 2. **Rent**. The rent shall be in the amount of Four Thousand Ninety and 00/100 Dollars (\$4,090.00) per month and shall be payable in advance on or before the first (1st) day of each month. All rental payments shall be made to Lessor, at the address specified below. In addition to all other payments provided for in this Lease, Lessee shall be assessed with and shall pay a late charge of \$100.00 for each rental installment which is delinquent for ten (10) days or more. Further, the Lessee shall pay interest on any amount which is delinquent by more than ten (10) days at a rate of 12% per annum from the date due until paid. Lessor agrees that all rent, fees, charges, damages, or other expenses referenced herein are being paid on behalf of the Baldwin County Legislative Office and paid to Lessor from the special fund created for the Baldwin County Legislative Office pursuant to §45-2-244.183 of the Code of Alabama (1975).
- 3. **Use**. Lessee shall use and occupy the Premises for legislative delegation office purposes. The Premises shall be used for no other purpose. Lessor represents that the Premises may lawfully be used for such purpose.
- 4. Care and Maintenance of Premises. Lessee acknowledges that the Premises are in good order and repair, unless otherwise indicated herein. Lessee shall, at its own expense and at all times maintain the Premises in good and safe condition and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear and casualty excepted. Lessee shall be responsible for all repairs required, excepting the roof, exterior walls, structural foundations, plate glass, electrical wiring, plumbing, heating and any other system or equipment upon the Premises which shall be maintained by Lessor.
- 5. **Alterations**. Lessee shall not make any additions, alterations or improvements in or to the Premises without Lessor's written consent, which shall not be unreasonably withheld. All additions, alterations and improvements made in or to the Premises by either Lessor or Lessee, shall become the property of Lessor and be surrendered with the Premises at the termination of this Lease. Lessee shall have the right to remove or replace its movable trade fixtures, provided Lessee repairs any damage caused by such removal. The failure of Lessee to remove its fixtures or any of its property at the end of the term or earlier termination of this Lease shall be deemed abandonment of such property at the option of the Lessor.
- 6. **Ordinances and Statutes**. Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter

be in force, pertaining to the Premises, occasioned by or affecting the use thereof by Lessee.

- 7. **Assignment and Subletting**. Lessee shall not, without the prior written consent of Lessor, which shall not be unreasonably withheld or delayed, assign this Lease or any interest hereunder, or sublet any part hereof, or permit the use of the Premises by any party, other than Lessee.
- 8. **Utilities**. All applications and connections for necessary utility services on the Premises shall be made in the name of Lessee only, and Lessee shall be solely liable for utility charges as they become due, including those for water and sewer, electric, telephone and internet services which shall be the sole responsibility of the Lessee.
- 9. **Entry and Inspection**. Lessee shall permit Lessor or Lessor's agents to enter upon the Premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit Lessor at any time within sixty (60) days prior to the expiration of this Lease, to place upon the Premises any usual "To Let" or "For Lease" signs, and permit persons desiring to Lease the same to inspect the Premises thereafter. Further, Lessor or his agents shall have access to enter the second floor of the premises at all reasonable times as Lessor retains the right of use and possession of the second floor hereunder.
- 10. **Possession**. If Lessor is unable to deliver possession of the Premises at the commencement hereof, Lessor shall not be liable for any damage caused thereby, nor shall this Lease be void or voidable, but Lessee shall not be liable for any rent until possession is delivered. Lessee may terminate this Lease if possession is not delivered within thirty (30) days of the commencement of the term hereof.
- 11. **Indemnification**. Lessee agrees to indemnify and save harmless the Lessor against all claims for damages to persons or property by reason of the use or occupancy of the Premises, except to the extent arising from Lessor's negligence or misconduct.
- 12. **Insurance**. Lessee, at Lessee's sole cost and expense, shall maintain public liability insurance having limits of liability of not less than \$1,000,000.00 bodily injury per occurrence plus \$100,00.00 property damage per occurrence, or a combined single limit of liability of not less than \$1,000,000.00 per occurrence, insuring Lessee against claims for personal injury, death, or property damage occurring in, upon, or about the Premises and shall name the Lessor as an additional insured thereunder. Lessor, at Lessor's sole cost and expense, shall maintain property and casualty insurance for the Premises. Lessee, at Lessee's sole cost and expense, shall maintain property and casualty insurance on the personal property located on the premises.
- 13. **Eminent Domain**. If the Premises or any part thereof or any estate therein, or any other part of the Premises shall be taken by eminent domain, or by private purchase in lieu thereof and as a result thereof, in Lessee's reasonable judgment, the Premises cannot be used for Lessee's permitted use as set forth herein, then on the date when title vests pursuant to such taking, this Lease shall terminate. The rent shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Lessee. Lessor shall be entitled to receive any and all just compensation paid as a result of any such proceeding or sale.
- 14. **Destruction of Premises**. In the event of partial destruction of the Premises that does not involve more than fifty (50%) percent of the square footage of the Premises, the Lessor shall

be, as promptly as may be reasonably possible, required to repair such damage; the rent herein stipulated being abated until such repairs have been completed, in proportion of the interference with the use and occupancy of the Premises by the Lessee. Should said Premises be so damaged as to render the Premises unfit for the regular conduct of Lessee's business in the usual manner, rent of the Lessee shall be abated entirely for the period that said situation exists. If the partial destruction of the Premises exceeds fifty percent (50%) of the square footage of the Premises, then within thirty (30) days thereafter, both the Lessor and the Lessee shall have the option to cancel and terminate this Lease. Notice of such intention shall be given by one party to the other party in writing, and in the event that neither party elects to terminate the Lease, then a supplemental agreement shall be entered into with regard to those conditions that are changed by virtue of said damage and the replacement hereof.

- 15. **Default**. In the event that the Lessee shall be in default in the payment of rent or shall otherwise breach its obligation hereunder, and shall remain in default for a period of thirty (30) days then the Lessor shall have the right of declaring this Lease terminated and of taking immediate possession of said Premises and, in addition, shall have all remedies provided by law or equity for the recovery of rent or any damage to the Lessor occasioned by the breach. In the event that the Lessor shall be in default or shall otherwise breach its obligation hereunder, and shall remain in default for a period of thirty (30) days then the Lessee shall have the right of declaring this Lease terminated and, in addition, shall have all remedies provided by law or equity for the recovery of rent or any damage to the Lessee occasioned by the breach. Provided, however, that if a non-monetary default by either party is susceptible of cure but cannot reasonably be cured within such 30-day period, and such party shall have commenced to cure such default within such 30-day period and thereafter diligently and expeditiously proceeds to cure the same, such 30-day period shall be extended for an additional period of time as is reasonably necessary for such party in the exercise of due diligence to cure such default, such additional period not to exceed ninety (90) days.
- 16. **Notice**. Any notice required to be given by either party pursuant to this Lease, shall be in writing and shall be deemed to have been properly given, rendered or made only if (i) personally delivered, or (ii) sent by overnight delivery service, or (iii) sent by Registered or Certified mail, return receipt requested, postage prepaid, addressed to the other party at the addresses set forth below:

To Lessor:

Robert A. Wills P. O. Box 547

Bay Minette, AL 36507

To Lessee:

Baldwin County Commission

ATTN: Chairman

312 Courthouse Square, Suite 12

Bay Minette, AL 36507

- 17. **Holdover**. If Lessee remains in possession of Premises after expiration of the term hereof, with Lessor's acquiescence and without any express agreement of parties, Lessee shall be a tenant at will at the rental rate in effect at the end of this Lease plus 25% thereof.
- 18. **Option to Renew**. Provided that Lessee is not in default in the performance of this Lease, Lessee shall have the option to renew the Lease for two (2) additional, five (5) year terms

commencing at the expiration of the initial term. Upon the first renewal, the rent shall increase by twenty percent (20%). Upon a second renewal, the rent shall increase by an additional twenty percent (20%). All of the other terms and conditions of the Lease shall apply during the renewal term(s). The option shall be exercised by written notice given to Lessor not less than thirty (30) days prior to the expiration of the term.

- 19. **Heirs, Assigns, Successors**. This Lease is binding upon and inures to the benefit of the heir assigns and successors in interest to the parties.
- 20. **Subordination**. This Lease is and shall be subordinated to all existing and future liens and encumbrances against the property.
- 21. **Quiet Enjoyment**. Lessor represents that it has full power and authority to enter into this Lease. So long as Lessee is not in default of this Lease, Lessee's quiet enjoyment of the Premises shall not be disturbed or interfered with by Lessor, or any person claiming by, through or under Lessor.
- 22. **Attorneys' Fees**. In the event any legal action or proceeding is commenced to interpret or enforce the terms of or obligations arising out of this Lease, or to recover damages for the breach thereof, the party prevailing in any such action or proceeding shall be entitled to recover reasonable attorney's fees, court costs and expenses, at both trial and appellate levels.
- 23. Authorization of Payment From Special Fund. Pursuant to Section 45-2-220.05(b) of the Code of Alabama (1975), the Baldwin County Legislative Delegation hereby authorizes disbursements from the special fund to be made by the Baldwin County Commission to the Lessor and the Baldwin County Commission general fund for the purpose of paying all rent, fees, charges, damages, or other expenses incurred by the Baldwin County Commission pursuant to this Lease. The parties hereto acknowledge and agree that the Baldwin County Commission shall not be responsible for any expenses incurred pursuant to this Lease, 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 Lease or shall pay Lessor directly from the special fund. 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 Lease, this Lease 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 all rent, fees, charges, damages, or other expenses incurred pursuant to this Lease through and including the date of such termination.
- 24. **Entire Agreement**. The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties.
- 25. This Lease Agreement shall be construed and enforced pursuant to the laws of the State of Alabama.
 - IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and signatures on the day and year first above written.

BALDWIN COUNTY LEGISLATIVE DELEGATION

By: Minim Sanis Figures 12/15/22
Date

STATE OF ALABAMA COUNTY OF BALDWIN

Notary Public, Baldwin County, Alabama

My Commission Expires:



CLIFFORD MCCOLL 11
My Commission Expires
February 20, 2024

"LESSOR"

Robert A. Wills, Sr.

STATE OF ALABAMA)
COUNTY OF BALDWIN)

Rober A Wills, a Notary Public in and for said County and State, hereby certify that who is known to me, acknowledged before me on this day that being informed of the contents of this instrument, he, in his capacity as such officer and with full authority on this day, executed the same voluntarily for and as the act of said Lessor.

Given under my hand and seal this 21st day of

Notar Public, Baldwin County, Alabama

My Commission Expires: 12/20/25



"LESSEE" **BALDWIN COUNTY COMMISSION**

By: Classical	
Charles F. Gruber	
Its: Chairman	

ATTEST:

Ronald J. Cink

Its: Budget Director/Interim County Administrator

STATE OF ALABAMA COUNTY OF BALDWIN

, a Notary Public in and for said County and State, hereby certify that Charles F. Gruber as Chairman of the BALDWIN COUNTY COMMISSION, and Ronald J. Cink as Budget Director/Interim County Administrator of the BALDWIN COUNTY COMMISSION, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that were being informed of the contents of this instrument, they, in their capacities as such officers and with full authority on this day, executed the same voluntarily for and as the act of said Baldwin County Commission.

Given under my hand and seal this 3046 day of

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



Baldwin County Commission

Agenda Action Form

File #: 23-0001, Version: 1 Item #: FA2

Meeting Type: BCC Regular Meeting

Meeting Date: 1/17/2023

Item Status: New

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

Submitted by: Anu Gary, Administrative Services Manager

ITEM TITLE

Review of Proposed Revisions to Policy #2.9 - Official and Employee County Owned Cars

STAFF RECOMMENDATION

Discussion Item only at this time - Review and discuss proposed additional revisions to Policy 2.9 -Official and Employee County Owned Car policy.

BACKGROUND INFORMATION

Background: Policy 2.9 has been discussed at the following work sessions:

August 15, 2022, Work Session - Revisions to Policy 2.9 were discussed, staff was directed to draft changes to the policy per work session discussion.

September 6, 2022, Work Session - It was determined that further revisions were necessary and Alabama Ethics Commission Opinions regarding the subject matter needed to be further reviewed.

September 19, 2022, Work Session - Additional revisions to the policy were reviewed, but at that time, County Attorney was still waiting for clarification from the Ethics Commission.

Attached are two Alabama Ethics Commission Opinions, No. 2011-08 (Perry County Commission), and No. 2018-05 (Ashland Water Board) related to personal use of a county vehicle.

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 #: 23-0001, Version: 1 Item #: FA2

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

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

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

Additional instructions/notes: N/A



BALDWIN COUNTY COMMISSION

POLICY #2.9		
Subject	County Owned Vehicles Policy for Elected Officials and Employees	
Date Adopted	TBD	
Agenda Item	TBD	
Obsolete Versions	September 17, 1985 February 19, 2008 March 17, 2009 December 18, 2012	Minutes Book 6, pg. 93 Minutes Page 26 Minutes Page 11 Agenda Item EA4

POLICY STATEMENT

This policy defines establishes the County Vehicle policy rules and regulations for motor vehicles owned by the Baldwin County Commission Employees and Elected Officials.

POLICY 2.9(a): County Employees

Policy Section 2.9(a) defines the County Vehicle policy for Baldwin County Employees. Baldwin County owned or leased vehicles and equipment are provided to support the business activities and official purposes of the County and are to be used only by qualified and authorized employeespersonnel. Unless driven to and from the residence of authorized personnel, use of vehicles is not considered part of an employee's compensation and must not be used as an inducement for employment. Vehicles and equipment are to be operated in strict compliance with motor vehicle laws and within the policies of the County. Failure to comply with or meet and maintain the qualifications and standards of any part of this policy may result in disciplinary action, up to and including termination of employment.

Personnel issued a County vehicle may not choose to use their personal vehicle for County business and request mileage.

The Baldwin County Commission has the authority to assign and designate may authorize the use of a-County vehicles to personnel an employee for the purpose of conducting official County business. In the interest of economy and efficiency of government, and at the discretion of the

B.C.C. ADMINISTRATION - Official and Employee County Owned Car Policy

Baldwin County Commission, vehicles may be driven to and from the employee's residence of authorized personnel. Authorized personnel operating a County vehicle or equipment must have a valid driver's license for the class of the vehicle. Obtaining the proper license is a personal expense. Authorized personnel will not qualify to operate a County vehicle if during the last three years the employee had any of the following:

- 1) Conviction of a felony.
- 2) Conviction of an alcohol or drug related offense while driving.
- 3) Conviction of reckless driving, leaving the scene of an accident, vehicular homicide, or other similar offenses.
- 4) Suspension or revocation of driver's license.
- 5) Three or more moving violations.

The Commission may determine that an employee may not qualify to operate a County vehicle if during the last two years the employee has been the primary contributor to an automobile accident. State Motor Vehicle Records (MVRs) will be used as the source for verifying a driver's history and qualifications for operating County vehicles.

The following rules and regulations will apply to all personnel who are authorized to drive assigned vehicles:

The following rules and regulations will apply to personnel employees who are allowed authorized to drive assigned vehicles home.

- 1) The use of any tobacco products or devices (cigarettes, electronic cigarettes (ecigarettes), vaping devices, cigars, and/or any other smoking product or device) is prohibited in all vehicles.
- Under no circumstance may an employee type, text, access social media, or view information on a cell phone or another electronic device while operating County vehicles or equipment.
- 3) County vehicles may be operated only by <u>authorized personnel employees</u> of Baldwin County.
- 4) Seatbelts must be used in all vehicles so equipped.
- 5) County vehicles shall not be used by County <u>authorized personnel employees</u> to transport persons other than County employees or elected officials, except in connection with the execution of official duties for the County.
- 6) County vehicles may be used to transport family members, only when attending official County business.
- 7) <u>Authorized personnel</u>County employees who may be required to perform duties before or after normal working hours may be authorized to drive a vehicle home on those nights when the employee is performing such duties.

- 8) County vehicles are not to be taken out of the County except on official County business.

 <u>Authorized personnel Employees</u> who live outside the County will not be allowed to drive a vehicle to his or her residence unless authorized in writing by the County Commission.
- 9) <u>Authorized personnel Employees</u> are required to ensure that vehicles and equipment are maintained and serviced at scheduled intervals.
- 10) <u>Authorized personnel Employees</u> must notify their Department Head, <u>if applicable</u>, if any equipment, machines, tools, or—vehicles appear to be damaged, defective, or in need of repair.
- 11) County vehicles are to have no decals, bumper stickers, or markings of any kind other than an approved County emblem.
- 12) Unless otherwise allowed by an employment agreement regulated by eCommission policy, County vehicles are not to be used for personal use. Provided, however, that personal use of a County Owned vehicle by authorized personnel is allowable only if such personal use is de minimis. As used in this policy, de minimis use is the incidental personal use of County vehicles during the authorized personnel's travel on County business, including Employees may stops at restaurants to purchase meals, banks for personal reasons, or other locations related tonecessities for health, welfare, or sustenance, if those stops are along a point-to-point the route of travel and are without interferencedo not interfere with official business. Authorized personnel Employees may not stop to purchase alcoholic beverages or transport alcoholic beverages in a County vehicle.
- 13) Any accident must be reported immediately to the <u>authorized personnelemployee</u>'s supervisor, <u>if applicable</u>, or in the case of a Department Head to the County Administrator.
- 14) An employee must immediately report for a drug and/or alcohol screening when an accident results in any injury or any damage to any property. An employee may wait to be screened the next business day following accidents that occur after hours that result in property damage only. The employee's direct supervisor themselves bears the burden of ensuring the screening is completed. Failure to complete the drug and/or alcohol screening process will result in disciplinary action, up to and including termination for both the employee and supervisor.

<u>Authorized personnel Employees operating a County vehicle or equipment must have a valid driver's license for the class of the vehicle. Obtaining the proper license is a personal expense. Authorized personnel An employee will not qualify to operate a County vehicle if during the last three years the employee had any of the following:</u>

- 1) Conviction of a felony.
- 2) Conviction of an alcohol or drug related offense while driving.
- 3) Conviction of reckless driving, leaving—the scene of an accident, vehicular—homicide, or other similar offenses.

- 4) Suspension or revocation of driver's license.
- 5) Three or more moving violations.
 The Commission may determine that an employee may not qualify to operate a
 County vehicle if during the last two years the employee has been the primary
 contributor to an automobile accident. State Motor Vehicle Records (MVRs) will
 be used as the source for verifying a driver's history and qualifications for operating
 County vehicles.

In the interest of economy and efficiency of government, and at the discretion of the Baldwin County Commission, vehicles may be driven to and from the residence of authorized personnel only in accordance with this Policy Statement. The following personnel can be considered by the County Commission to be authorized to commute to and from work from their home using a county vehicle:

- 1) Department Directors
- 2) Supervisory personnel (if requested by their Director)
- 3) Other staff (if recommended by the County Administrator or a Department Director)

Personnel that are authorized expressly by this policy and need no additional authorization include:

- 1) Personnel designated as "on call" provided that they drive the vehicle home only on days in which they are "on call."
- 2) Personnel activated in times of emergency.
- 3) Personnel that utilize a county vehicle for their job during normal business hours, and their physical location at the conclusion of the business day is closer to their home than their personal vehicle, then in such instances and on an occasional basis only, the employee may drive the County vehicle home with prior approval of their supervisor.
- 4) Pool cars may be driven home on an occasional basis with approval from the department director. In the case where the County Administrator needs to drive a pool car home, approval shall be provided by the Chairman.

Only personnel that meet the above requirements will be authorized to drive a vehicle home. <u>Authorized personnel who drive a vehicle home must comply with all other rules and regulations listed herein.</u>

The County Commission reserves the right to require a County employee to use a county vehicle, if, in their opinion, the use of the County vehicle would be less expensive for the County than the mileage charges for the employees personal vehicle.

To carry out this Ppolicy, the following steps must be taken:

- 1) A request to regularly drive a County vehicle home must be made to the County Commission as an agenda item in the Commission meeting.
- 2) Department Directors shall make the request for themselves or any supervisor in their department.
- 3) Individual staff member requests shall be made by the Department Director.
- 4) Should the Commission approve the request, the employee may begin to drive the vehicle to and from their home and his or her name shall be added to the approved list by the County Administrator. It is the responsibility of each Director to notify the County Administrator if an individual approved to drive a vehicle home, stops doing so, in order to update the Approved List.
- 5) The Commission will annually charge the employee for the taxable fringe benefit of commuting to and from home in a County vehicle.
- 6) Each December, the County Administrator shall present the current list of employees that drive County vehicles home to the County Commission for review.

POLICY 2.9(b) Elected Officials

Policy Section 2.9(b) defines the County Vehicle policy for Baldwin County Elected Officials. Elected officials may be provided a vehicle by the County Commission. Elected Officials are expected to be available to serve the public and perform their official duties when called upon. In order to ensure their availability, and to avoid unnecessary and burdensome delays, Elected Officials that are provided a vehicle may use the same for personal use.



COMMISSIONERS

Braxton L. Kittrell, Jr., Esq., Chair Josephine M. Venable, Vice-Chair Anthony Humphries Dr. Jewell W. Henderson Rebekah Elgin-Council

STATE OF ALABAMA ETHICS COMMISSION

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James L. Sumner, Jr. Director

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

October 5, 2011

ADVISORY OPINION NO. 2011-08

Mr. Collins Pettaway, Jr.
County Attorney
Perry County, Alabama
Chestnut, Sanders, Sanders & Pettaway, L.L.C.
One Union Street
Selma, Alabama 36702-1290

Use Of County Vehicle By County Coroner/ Perry County Commission Allowing Coroner Of Perry County To Use County Vehicle For Personal Use

The Perry County Commission may, by policy, allow the Perry County Coroner to use a County vehicle for personal, as well as business use, so he may be accessible when needed.

Dear Mr. Pettaway:

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

QUESTION PRESENTED

May the Perry County Commission by resolution allow the Coroner of Perry County to use a County vehicle supplied to him for his official duties, to be used to drive him to his place of employment in Bibb County and any other errands for personal use, so he can be on-call to answer any job related duties?

Mr. Collins Pettaway, Jr. Advisory Opinion No. 2011-08 Page two

FACTS AND ANALYSIS

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

Collins Pettaway, Jr. is the County Attorney for Perry County. The Perry County Commission, per the attached resolution, has asked for an opinion as to whether or not the Coroner of Perry County can use a vehicle supplied to him for his official duties for personal travel.

The question is whether the Coroner of Perry County, who lives in Perry County, can use or drive a vehicle provided to him by the Perry County Commission to go to work at his place of employment in Bibb County, Alabama (an adjacent county), and to perform any other errands for personal use, so he can be on-call to answer any job related duties.

The Coroner is an elected position. The Perry County Commission is the governing body for Perry County, Alabama. To facilitate the effectiveness for the Office of County Coroner, the Perry County Commission authorized and provided a vehicle for the Coroner to use in his official duties. The Coroner is also allowed to use the gasoline provided by the County and maintenance for the vehicle provided by the County. The Coroner handles the deaths in the County. Rarely would he have to transport bodies, as the County has a contract with a vendor for such service, although the situation could arise for that. The Coroner has a job in Bibb County and desires to use the vehicle to travel to said job, so he can answer calls, when and if they come. He also needs clarity on running any errands or handling any personal business while using the County-provided vehicle.

The Alabama Ethics Law, <u>Code of Alabama 1975</u>, Section 36-25-1(26) defines a public official as:

"Any person elected to public office, whether or not that person has taken office, by the vote of the people at state, county, or municipal level of government or their instrumentalities, including governmental corporations, and any person appointed to a position at the state, county, or municipal level of government or their instrumentalities, including governmental corporations. For purposes of this chapter, a public official includes the chairs and vice-chairs or the equivalent offices of each state political party as defined in Section 17-16-2."

Section 36-25-5(a) states:

"(a) No public official or public employee shall use or cause to be used his or her official position or office to obtain personal gain for himself or herself, or family

Mr. Collins Pettaway, Jr. Advisory Opinion No. 2011-08 Page three

member of the public employee or family member of the public official, or any business with which the person is associated unless the use and gain are otherwise specifically authorized by law. Personal gain is achieved when the public official, public employee, or a family member thereof receives, obtains, exerts control over, or otherwise converts to personal use the object constituting such personal gain."

Section 36-25-5(c) states:

"No public official or public employee shall use or cause to be used equipment, facilities, time, materials, human labor, or other public property under his or her discretion or control for the private benefit or business benefit of the public official, public employee, any other person, or principal campaign committee as defined in Section 17-22A-2, which would materially affect his or her financial interest, except as otherwise provided by law or as provided pursuant to a lawful employment agreement regulated by agency policy. Provided, however, nothing in this subsection shall be deemed to limit or otherwise prohibit communication between public officials or public employees and eleemosynary or membership organizations or such organizations communicating with public officials or public employees."

The Ethics Law, as a general rule, prohibits the use of not only one's public office for one's personal benefit, but also any resources belonging to the public for personal benefit. The exception is where there is a lawful employment agreement regulated by agency policy.

In the facts before the Commission, it would be impractical for the Coroner not to be allowed to use the County vehicle for personal travel, when he is subject to being called at any time. If he is not in the vehicle, he may have to drive a fairly substantial distance to drop off his personal car and pick up the County vehicle, so he may respond to the call.

Based on the facts as provided and the above law, provided there is a lawful employment agreement regulated by agency policy allowing the Coroner to use the County vehicle for his personal travel, the Ethics Law would not be violated.

CONCLUSION

The Perry County Commission may, by policy, allow the Perry County Coroner to use a County vehicle for personal, as well as business use, so he may be accessible when needed.

Mr. Collins Pettaway, Jr. Advisory Opinion No. 2011-08 Page four

AUTHORITY

By <u>4-0</u> vote of the Alabama Ethics Commission on October 5, 2011.

Josephine M. Venable

Acting Chair in the absence of the Chair

Alabama Ethics Commission



COMMISSIONERS

Beverlye Brady, Esq. John Plunk, Esq.

Jerry L. Fielding, Ret. Sr. Circuit Judge, Chair

Frank C. "Butch" Ellis, Jr., Esq., Vice-Chair Charles Price, Ret. Circuit Judge

STATE OF ALABAMA ETHICS COMMISSION

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Thomas B. Albritton Executive Director

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

June 6, 2018

ADVISORY OPINION NO. 2018-05

Mr. John A. Tinney Attorney for Ashland Water Board 739 Main Street Post Office Box 1430 Roanoke, AL 36274

Personal Use of Equipment/Water Board employee taking children to school.

An employee of the Ashland Water Board may drop his children off at daycare on his way to work in his official vehicle if the use requested is allowed "pursuant to a lawful employment agreement regulated by agency policy."

Dear Mr. Tinney:

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

John A. Tinney Advisory Opinion No. 2018-05 Page 2

FACTS

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

"The Ashland Water Board has a vehicle which it provides to an employee which the employee keeps for transportation for matters relating to the Water Board. He is allowed by agreement with the Water Board to have possession of this vehicle at all times and utilizes the vehicle in traveling to and from work.

There are times when he might be called out at night should there be a water main break, etc. when he would be required to attend to Water Board business after hours.

This employee has children still in school in Ashland. He occasionally will drop the children off on his way to work in the Water Board vehicle. The dropping off of the children is not out of the way on his way to work and I am sure that the additional gas used in dropping off the children is minimal.

The question has arisen as to whether it is a violation of Alabama Ethics statutes for this individual to drop off the children on his way to work in the company vehicle."

QUESTION PRESENTED

Is it a violation of Alabama Ethics statutes for an employee of the Ashland Water Board to drop off the children on his way to work in the vehicle supplied to him for his official use?

ANALYSIS

The primary issues which the question raises involve the application of <u>Ala. Code</u> § 36-25-5(a) and (c), which state:

- (a) No public official or public employee shall use or cause to be used his or her official position or office to obtain personal gain for himself or herself, or family member of the public employee or family member of the public official, or any business with which the person is associated unless the use and gain are otherwise specifically authorized by law. Personal gain is achieved when the public official, public employee, or a family member thereof receives, obtains, exerts control over, or otherwise converts to personal use the object constituting such personal gain.
- (c) No public official or public employee shall use or cause to be used equipment, facilities, time, materials, human labor, or other public property under his or her

John A. Tinney Advisory Opinion No. 2018-05 Page 3

discretion or control for the private benefit or business benefit of the public official, public employee, any other person, or principal campaign committee as defined in Section 17-22A-2, which would materially affect his or her financial interest, except as otherwise provided by law or as provided pursuant to a lawful employment agreement regulated by agency policy.

The Commission previously addressed this issue under similar facts. In Advisory Opinion 2011-08 (Pettaway), the Commission held, "The Perry County Commission may, by policy, allow the Perry County Coroner to use a County vehicle for personal, as well as business use, so he may be accessible when needed." In that Opinion, the Commission recognized the practical implications of prohibiting someone who is on-call from being able to conduct errands, etc., while in an official vehicle but only when it is allowed pursuant to a lawful employment agreement regulated by agency policy. That conclusion equally applies to the question and facts presented, and the use requested herein is allowed if "provided pursuant to a lawful employment agreement regulated by agency policy."

CONCLUSION

An employee of the Ashland Water Board may take his children to school on his way to work in his official vehicle if the use requested is "provided pursuant to a lawful employment agreement regulated by agency policy."

AUTHORITY

By 3-1 vote of the Alabama Ethics Commission on June 6, 2018.

Jerry L. Fielding, Ret. Sr. Circuit Judge

Chair

Alabama Ethics Commission



Baldwin County Commission

Agenda Action Form

File #: 23-0517, Version: 1 Item #: FE1

Meeting Type: BCC Regular Meeting

Meeting Date: 1/17/2023

Item Status: New

From: Wanda Gautney, Purchasing Director/Ron Cink, Budget Director/John Stolarski, Allred

Stolarski Architects/George Majors. Animal Shelter Manager

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Construction of a New Baldwin County Animal Shelter Intake Building Located in Summerdale, Alabama, for the Baldwin County Commission

STAFF RECOMMENDATION

Discussion Item only at this time - Update on the construction of the new Baldwin County Animal Shelter Intake Building located in Summerdale, Alabama

BACKGROUND INFORMATION

Background: The Architect, John Stolarski will be present at work session to give the Commission a brief update on the construction of the new Baldwin County Animal Shelter Intake building located in Summerdale.

Previous Commission action/date:

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

09/15/2020 meeting: Authorized the Purchasing Director to advertise for the Pre-Qualification of Contractors for the construction of a new Baldwin County Animal Shelter intake building located in Summerdale, Alabama.

11/03/2020 meeting: 1) Approved the following eight (8) pre-qualification applications on the Construction of a new Baldwin County Animal Shelter Intake Building located in Summerdale, Alabama: Witherington Construction Corporation, FITZgerald Construction, LLC, White-Spunner Construction, Inc., Sycamore Construction, Inc., J T Harrison Construction Co., Inc., Lord & Son Construction, Inc., Ben M Radcliff Contractor, Inc., and Rolin Construction, Inc.; and 2) Rejected the applications of the following six (6) applicants as non-qualified: The Highland Group, Bayshore Construction Co., Inc., D & B Builders, Inc., Stephens Construction and Concrete, Inc., Gordon & Zakary, Inc., and Triptek Construction, LLC; and 3) Authorized the Purchasing Director and the

Item #: FE1 File #: 23-0517, Version: 1

Architect to bid the project.

12/07/2021 meeting: Awarded the bid to the lowest bidder, Rolin Construction Inc., as follows for the construction of a new Baldwin County Animal Shelter Intake Building located in Summerdale. Alabama and authorize the Chairman to execute any necessary documents. Base Bid Amount: \$4,584,000.00; Additive Alternate #1 (Completely demolish two existing buildings on the site, including the removal of all debris and

capping all utilities) \$50,000.00; Additive Alternate #2 (Generator System/Transfer Switch) \$95.000.00: Total Construction Cost: \$4.729.000.00: Construction Time: 385 Calendar Davs.

07/19/2022 meeting: Approved and authorized the Chairman to execute the Construction Change Directive #1 on the construction of the new Baldwin County Animal Shelter Intake Building located in Summerdale, Alabama with no change in the original contract amount or construction time for installing a Access Door Control System and Control Hardware.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 01/17/2023

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

File #: 23-0517, Version: 1 Item #: FE1

Action required (list contact persons/addresses if documents are to be mailed or emailed): No follow up needed

Additional instructions/notes: N/A



Baldwin County Commission

Agenda Action Form

File #: 23-0513, Version: 1 Item #: GA1

Meeting Type: BCC Regular Meeting

Meeting Date: 1/17/2023

Item Status: New

From: Wanda Gautney, Purchasing Director / Cian Harrison, Clerk-Treasurer / Katrina Taylor, Grants

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

ITEM TITLE

AIA Agreement for Architectural Services for the Design of Protective Partitions in Various Buildings for the Baldwin County Commission

STAFF RECOMMENDATION

Approve and authorize the Chairman to execute the AIA Professional Services Contract with PH & J Architects, Inc., in the amount of 6.5% of the construction cost for the Design of Protective Partitions in various Baldwin County Commission facilities. Funding will be from the American Rescue Plan Act (ARPA) funds.

BACKGROUND INFORMATION

Background: The Final Rule issued by the U.S. Department of Treasury on January 6, 2022, identifies certain COVID-19 mitigation and prevention uses to include support for prevention, mitigation, or other services in public facilities. The installation of partitions in these public facilities is a low-cost method of mitigating the spread of COVID-19 and other airborne diseases to benefit the individuals accessing public services at these facilities. It is also a low-cost method of reducing the spread of diseases among the employees to ensure their health and the continuity of the provision of services provided by the Revenue Commission Department, Highway Department, Archives and History Department, and the Juvenile Detention Center.

The Architect was selected from the Association of County Commissions of Alabama (ACCA) approved list of Architects that was done through a competitive process to be used on ARPA projects.

Previous Commission action/date:

12/20/2022 meeting: The BCC approved the following projects:

- 1) Approved Resolution #2023-041 Allocation of American Rescue Plan Act (ARPA) Revenue Replacement Funds for the Lexipol, LLC, Law Enforcement Training in the amount of \$69,995.80.
- 2) Approved Resolution #2023-042 Allocation of American Rescue Plan Act (ARPA) Revenue Replacement Funds to the Historic Blakeley State Park Authority in the amount of \$46,000.00.
- 3) Approved Resolution #2023-043 Allocation of American Rescue Plan Act (ARPA) Funds for the Surfside Shores Drainage Improvement Project in the amount of \$2,763,273.00.

4) Approved Resolution #2023-044 - Allocation of American Rescue Plan Act (ARPA) Funds for the Turberville Bank Water Infrastructure Project in the amount of \$700,734.00.

- 5) Approved Resolution #2023-045 Allocation of American Rescue Plan Act (ARPA) Revenue Replacement Funds for Novelis South Access Road Construction in the amount of \$1,000,000.00.
- 6) Approved the Fund Allocation Application to the U.S. Department of the Treasury for the Local Assistance and Tribal Consistency Fund (LATCF)
- 7) Approved the Quote for Architectural Services for a Feasibility Study to Scope the Design and Installation of Touchless Upgrades to Various Baldwin County Commission Facilities in the amount of \$14,200.00 with PH&J Architects, Inc.
- 8) Approved the Quote for Architectural Services for a Feasibility Study Relating to a New Mental Health Holding Area at the Baldwin County Corrections Center Located in Bay Minette, Alabama for the Baldwin County Commission in the amount of \$5,000.00 with PH&J Architects, Inc.
- 9) Approved the Quote for Architectural Services for a Feasibility Study Relating to a New Mental Health Holding Area at the Baldwin County Juvenile Detention Center Located in Bay Minette, Alabama for the Baldwin County Commission in the amount of \$1,500.00 with PH&J Architects, Inc.
- 10) Approved the Purchasing Director to place a competitive bid for the Surfside Shores Drainage Improvements Project.
- 11) Approved the Purchasing Director to place a competitive bid for the Turberville Lane Drainage Improvements Project.

<u>12/05/2022 meeting:</u> Awarded the quote to the lowest bidder, One Cut Glass, LLC, in the amount of \$49,327.00 for the Purchase and Installation of Partitions in the Building Inspection Department located at the Central Annex in Robertsdale, Alabama and authorized the Chairman to execute the Contract for Public Works Services and Certificate of Compliance for Public Works Services.

11/01/2022 meeting: Approved the following projects:

- 1) Approved the allocation of "real" American Rescue Plan Act (ARPA) funds in the amount of \$50,460.00 for the installation of partitions at the Council on Aging Vaughn S.A.I.L. Center (\$1,133.00) and the Building Inspection Department located at Central Annex in Robertsdale, Alabama (\$49,327.00).
- 2) Approved the allocation of "real" American Rescue Plan Act (ARPA) funds in the amount of \$37,149.65 to cover direct administrative costs for Baldwin County Commission Staff through September 30, 2022.
- 3) Approved the allocation of "real" American Rescue Plan Act (ARPA) funds in the amount of \$91,400.00 to cover prior COVID-19 related expenses for Symbol Health Clinic claims and Blue Cross Blue Shield of Alabama / MedOne healthcare claims from July 1, 2022, through September 30, 2022.

10/18/2022 meeting: Adopted Resolution #2023-012 allocating up to \$70,000.00 in American Rescue Plan Act (ARPA) funds to provide ventilation system improvements to mitigate the spread of COVID-19 at the Bay Minette Probate Office located at 220 Courthouse Square, Bay Minette, Alabama; and authorized the Professional Services Agreement between Labella Associates D.P.C. for architectural and engineering (A&E) costs associated with full architectural and design services related to the ventilation system improvements for the Bay Minette Probate Office. This item was previously pulled from the October 4, 2022, agenda.

10/04/2022 meeting: Staff pulled item 23-0008 due to the Professional Services Agreement pending legal review.

09/06/2022 meeting: Adopted Resolution #2022-163 amending Resolutions #2022-102 (as previously approved on 06-07-2022) and #2022-158 (as previously approved on 08-16-2022) to eliminate and terminate Temporary Premium Pay (TPP) Payments for certain eligible exempt employees whose total wages and remuneration are greater than, or would become greater than as a result of TPP payments, 150% of the higher of Alabama's or Baldwin County's (i.e., Daphne-Fairhope-Foley MSA) average annual wage for all occupations as defined by the most recent Bureau of Labor Statistics' (BLS) Occupational Employment and Wage Statistics (BLS Threshold), which at the time of Resolutions #2022-102 and #2022-158 was \$72,165.00, to be effective immediately.

08/16/2022 meeting: Approved terminating the appropriation of ARPA funds previously approved by resolution of the Commission, including funds appropriated by Resolution #2022-102 for a temporary premium pay program, effective December 31, 2022.

06/07/2022 meeting: Approved the allocation of the following ARPA project:

To provide Temporary Premium Pay Program to eligible County Commission and Baldwin County Sheriff's Office employees as additional compensation, for the first full pay period of each month, effective July 4, 2022, in the amount of \$8.66 per regular hour, and \$12.99 per overtime hour. The monthly payments will be capped at \$700.00 for full-time employees and \$500.00 for part-time employees, with a lifetime cap of \$25,000.00. TPP payments will include full-time employees and part -time employees only and will end on December 31, 2024, contingent upon the continued need to perform essential work during the COVID-19 public health emergency and continued appropriation and availability of ARPA funds for this purpose, subject to the Commission's discretion. The approval also included funding from other County funds for those eligible exempt employees' total wages and remuneration are greater than or would become greater than as a result of TPP payments, \$72,165 which is 150% of the higher of Alabama's or Baldwin County's (i.e., Daphne-Fairhope-Foley MSA) average annual wage for all occupations as defined by the most recent Bureau of Labor Statistics Occupational Employment and Wage Statistics.

01/18/2022 meeting: Accepted ARPA funds for Lost Revenue due to COVID-19 pandemic: The Final Rule offered a standard allowance for revenue loss of \$10 million, allowing recipients to select between a standard amount of revenue loss or complete a full revenue loss calculation. The standard allowance may be used for government services, with streamlined reporting requirements; however, this is a one-time irrevocable selection.

12/07/2021 meeting: Approved the allocation of the following ARPA project:

Execute the Association of County Commissions of Alabama Investing in Alabama Counties Program Maintenance and Support Membership Agreement between the Baldwin County Commission and the Association of County Commissions of Alabama (ACCA) for participation in the Association's Investing in Alabama Counties Program.

A flat fee of 6% on the first \$7 million in funds to be received and 4% on any funds to be received in excess of \$7 million, excluding funds designated as Revenue Loss as defined by Treasury's Interim File #: 23-0513, Version: 1

Item #: GA1

Final Rule. In no case, however, shall the fee be less than 3% of the total funds received by the County, regardless of the amount of funding designated as Revenue Loss.

12/07/2021 meeting: Approved the allocation of the following ARPA project:

Temporary Premium Pay - To provide premium pay to eligible Baldwin County Commission and Baldwin County Sheriff's Office employees as additional compensation in the amount of \$12.50 per hour, up to \$1,000.00, for full-time employees and \$12.50 per hour, up to \$725.00, for part-time employees. The designated pay period will be pay period ending December 19, 2021, to be paid concurrently with the regular payroll.

<u>10/19/2021 meeting</u>: Approved the allocation of the following ARPA project:

Funds for air-surface hospital grade disinfectant backpack foggers:

Baldwin County Commission Facilities \$141,898.20 Baldwin County Sheriff's Office Facilities \$37,872.50

Total Cost: \$179,770.70

08/03/2021 meeting: Approved the allocation of the following ARPA project:

Boros Road Bowl Est: \$1,122,256.00 10% Contingency Est: \$112,225.00

10% Administrative Costs Est: \$112,225.00

Total Estimated Cost: \$1,346,706.00

<u>07/06/2021 meeting</u>: Approved the allocation of the following ARPA project:

Magnolia Landfill Recycling Facility Est: \$5,500,000.00

10% Contingency Est: \$550,000.00

10% Administrative Costs Est: \$550,000.00

Total Estimated Cost: \$6,600,000.00

<u>06/15/2021 meeting</u>: Approved the allocation of the following ARPA projects:

COA Main Office COVID Upgrades Est: \$11,875.00
Baldwin Together Case Manager Est: \$25,000.00
Tyler Technologies Software Training Est: \$28,000.00

Countywide Touchless Bathroom Equipment Est: \$80,459.00

Set aside for Nonprofits Est: \$100,000.00 lonizer in Buildings Est: \$175,000.00 Document Library Est: \$285,000.00

BCSO Hazard Pay and Law Enforcement Est: \$400,000.00

Motorola Projects (2) Est: \$469,181.00 10% Contingency Est: \$157,451.50

10% Administrative Costs Est: \$157,451.50

Total Estimated Cost: \$1,889,418.00

06/01/2021 meeting: Approved the following action:

Agreement for Coronavirus State & Local Fiscal Recovery Funds, established by the American Rescue Plan Act of 2021 (ARPA), between the U.S. Department of the Treasury and the Baldwin

File #: 23-0513, Version: 1

Item #: GA1

County Commission, which was executed by the Baldwin County Commission Chairman, Joe Davis III, on May 18, 2021, and made part of the June 1, 2021, Baldwin County Commission regular meeting minutes.

02/02/2021 meeting: Approved the following action:

Contract for Professional Services with Hagerty Consulting, Inc., for the Baldwin County Emergency Management Consulting and Contract Services for Response, Recovery, Mitigation, Preparedness, and Planning based on a time and materials cost with an initial cost not to exceed cost of \$1,500,000.00. Task Order of \$100,000 was issued for ARPA related tasks.

FINANCIAL IMPACT

Total cost of recommendation: 6.5% of construction cost

Budget line item(s) to be used: 29970010.51990 ARPA Funds

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

LEGAL IMPACT

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

Reviewed/approved by: Brad Hicks, County Attorney & Katherine Jessip, ACCA Assistant Director

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 01/17/2023

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 Architect

Additional instructions/notes: N/A



Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 15th day of December in the year 2022 (In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner: (Name, legal status, address and other information)

Baldwin County Commission 257 Hand Avenue, Annex III Bay Minette, AL 36507

and the Architect:

(Name, legal status, address and other information)

PH&J Architects, Inc. 807 S. McDonough Street Montgomery, AL 36104

for the following Project: (Name, location and detailed description)

Miscellaneous Protective Partitions at Various Buildings for Baldwin County Commission PH&J #2229GV

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1. (For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Design protective partitions at various county buildings to seperate the public from county employees, eliminating direct contact

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Fairhope Courthouse (Revenue Department) - 1100 Fairhope Avenue, Fairhope, AL Foley Courthouse (Revenue Department) - 201 East Section Avenue, Foley, AL Central Annex (Revenue Department) - 22251 Palmer Street, Robertsdale, AL Central Annex II (Highway Department) - 22070 Highway 59, Robertsdale, AL Juvenile Detention Center - 43405 Nicholsville Road, Bay Minette, AL Baldwin County Archives Building - 305 East Second Street, Bay Minette, AL

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1: (*Provide total and, if known, a line item breakdown.*)

The tentative cost for the project is \$258,000.00

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

To Be Determined

.2 Construction commencement date:

To Be Determined

.3 Substantial Completion date or dates:

To Be Determined

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project: (Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Bidding by prequalified bidders in accordance with the State Bid Law, Title 39 and Code of Alabama Section 39-2-2(3)(g)

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project: (*Identify and describe the Owner's Sustainable Objective for the Project, if any.*)

No anticipated sustainable objectives

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204TM—2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204—2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204—2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3: (*List name, address, and other contact information.*)

To be assigned to project

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.)

Only local authorities anticipated

Init.

§ 1.1.9 The Owner shall retain the following consultants and contractors: (List name, legal status, address, and other contact information.)

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User Notes:

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.1 Geotechnical Engineer:

Nor applicable

.2 Civil Engineer:

Nor applicable

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3: (List name, address, and other contact information.)

Architect will provide and assign field representation (on staff personnel) to the project once it has bid and a contract has been signed between the Owner and successful bidding contractor

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2: (List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Blackburn, Daniels & O'Barr Jack W. Daniels Jr., PE - REG #30036 R. Mark O; Barr, PE - REG #22214 8805 County Road 40 East / PO Box 100 Lowndesboro, AL 36752

.2 Mechanical Engineer:

Zgouvas, Eiring & Associates Jay Eiring, PE - REG #23369 800 S. McDonough Street Montgomery, AL 36104

.3 Electrical Engineer:

Init.

Gun & Associates, Inc. J. Barry Gravlee, PE - REG #20431

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Kenny R. Gunn, PE - REG #26988 3102 Highway 14 Millbrook, AL 36054

§ 1.1.11.2 Consultants retained under Supplemental Services:

Not applicable

- § 1.1.12 Other Initial Information on which the Agreement is based:
- § 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.
- § 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203[™]−2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.
- § 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203TM—2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202TM—2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

- § 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.
- § 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.
- § 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.
- § 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.
- § 2.5 The Architect shall maintain the following insurance until termination of this Agreement.
- § 2.5.1 Commercial General Liability with policy limits of not less than one million (\$1,000,000.00) for each occurrence and two million (\$2,000,000.00) in the aggregate for bodily injury and property damage.
- § 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million (\$1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

- § 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.
- § 2.5.4 Workers' Compensation at statutory limits.
- § 2.5.5 Employers' Liability with policy limits not less than one million (\$ 1,000,000.00) each accident, one million (\$ 1,000,000.00) each employee, and one million (\$ 1,000,000.00) policy limit.
- § 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one million (\$1,000,000.00) per claim and three million (\$3,000,000.00) in the aggregate.
- § 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.
- § 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

- § 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.
- § 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.
- § 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.
- § 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.
- § 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.
- § 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.
- § 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

- § 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.
- § 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.
- § 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.
- § 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.
- § 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.
- § 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.
- § 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.
- § 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.
- § 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

- § 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.
- § 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.
- § 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare

Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

- § 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.
- § 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.
- § 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.
- § 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

- § 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.
- § 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:
 - .1 facilitating the distribution of Bidding Documents to prospective bidders;
 - .2 organizing and conducting a pre-bid conference for prospective bidders;
 - .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
 - 4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.
- § 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

- § 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.
- § 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:
 - .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
 - .2 organizing and participating in selection interviews with prospective contractors;
 - .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
 - .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

- § 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201TM—2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.
- § 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.
- § 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

- § 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.
- § 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.
- § 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.
- § 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.
- § 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

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§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.
- § 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.
- § 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.
- § 3.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.
- § 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

SEE ATTACHMENT A, WHERE APPLICABLE

Supplemental Services	Responsibility	
	(Architect, Owner, or not provided)	
§ 4.1.1.1 Programming		
§ 4.1.1.2 Multiple preliminary designs		
§ 4.1.1.3 Measured drawings		
§ 4.1.1.4 Existing facilities surveys		
§ 4.1.1.5 Site evaluation and planning		

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User Notes:

SAAAG Duilding L.C	
§ 4.1.1.6 Building Information Model management responsibilities	
§ 4.1.1.7 Development of Building Information Models for	
post construction use	
§ 4.1.1.8 Civil engineering	
§ 4.1.1.9 Landscape design	
§ 4.1.1.10 Architectural interior design	
§ 4.1.1.11 Value analysis	
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	
§ 4.1.1.13 On-site project representation	
§ 4.1.1.14 Conformed documents for construction	
§ 4.1.1.15 As-designed record drawings	
§ 4.1.1.16 As-constructed record drawings	
§ 4.1.1.17 Post-occupancy evaluation	
§ 4.1.1.18 Facility support services	
§ 4.1.1.19 Tenant-related services	
§ 4.1.1.20 Architect's coordination of the Owner's	
consultants	
§ 4.1.1.21 Telecommunications/data design	
§ 4.1.1.22 Security evaluation and planning	
§ 4.1.1.23 Commissioning	
§ 4.1.1.24 Sustainable Project Services pursuant to Section	
4.1.3	
§ 4.1.1.25 Fast-track design services	
§ 4.1.1.26 Multiple bid packages	
§ 4.1.1.27 Historic preservation	
§ 4.1.1.28 Furniture, furnishings, and equipment design	
§ 4.1.1.29 Other services provided by specialty Consultants	
§ 4.1.1.30 Other Supplemental Services	

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

See Attachment A

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

See Attachment A

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§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204TM—2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

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§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

- § 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:
 - .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
 - .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
 - .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
 - 4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
 - .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
 - .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
 - .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
 - .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
 - .9 Evaluation of the qualifications of entities providing bids or proposals;
 - .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
 - .11 Assistance to the Initial Decision Maker, if other than the Architect.
- § 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.
 - .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
 - .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
 - .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
 - .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
 - .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.
- § 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:
 - .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
 - .2 Forty Eight (48) visits to the site by the Architect during construction

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.3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

- .4 Two (2) inspections for any portion of the Work to determine final completion.
- § 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.
- § 4.2.5 If the services covered by this Agreement have not been completed within forty eight (48) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

- § 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.
- § 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.
- § 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.
- § 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.
- § 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.
- § 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.
- § 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204TM_2017, Sustainable Projects Exhibit, attached to this Agreement.
- § 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

- § 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.
- § 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.
- § 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.
- § 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.
- § 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.
- § 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.
- § 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

- § 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.
- § 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.
- § 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.
- **§ 6.4** If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

- § 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.
- § 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.
- § 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.
- § 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the

Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

- § 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.
- § 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.
- § 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 The parties may attempt to resolve any claim, dispute or other matter in question arising out of or related to this Agreement by mediation. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

(Paragraph Deleted)

- § 8.2.3 Should the parties mediate, the parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Baldwin County, AL unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
- § 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following: (*Check the appropriate box.*)

Arbitration pursuant to Section 8.3 of this Agreement

[X] Litigation in a court of competent jurisdiction

[] Other: (Specify)

Init.

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

(Paragraphs Deleted)

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

- § 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.
- § 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.
- § 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.
- § 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
- § 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.
- § 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.
- § 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

None (\$0.00)

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

1/4% of the cost of the work

- § 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.
- § 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

Init.

ARTICLE 10 MISCELLANEOUS PROVISIONS

- § 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. Proper venue for any action arising under or related to this Agreement shall lie in Baldwin County
- § 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.
- § 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.
- § 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.
- § 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.
- § 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.
- § 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.
- § 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.
- § 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.
- § 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum (Insert amount)
- .2 Percentage Basis (Insert percentage value)

Architect's Basic Services for this project will be 6.5% of the construction contract amount

.3 Other (Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows: (Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

See Attachment A

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows: (Insert amount of, or basis for, compensation.)

See Attachment A

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (%), or as follows: (Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

See Attachment A

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	fifteen	percent (15	%)
Design Development Phase	twenty	percent (20	%)
Construction Documents	forty	percent (40	%)
Phase	15.8			
Procurement Phase	five	percent (5	%)
Construction Phase	twenty	percent (20	%)
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

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User Notes:

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Attachment A

Employee or Category

Rate (\$0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants:
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.
- § 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.
- § 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

Init.

§ 11.10.1.1 An initial payment of nzero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of zero (\$ 0.00) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

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§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect. (Insert rate of monthly or annual interest agreed upon.)

6 % per annum

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows: (Include other terms and conditions applicable to this Agreement.)

Attachment A - PH&J Modifications to AIA B101-2017 Attachment B - ARPA Award Terms and Conditions

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101TM_2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203[™]–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this agreement.)

See Attachment A

.3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

[] AIA Document E204TM—2017, Sustainable Projects Exhibit, dated as indicated below: (Insert the date of the E204-2017 incorporated into this agreement.)

[] Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

.4 Other documents:

Init.

(List other documents, if any, forming part of the Agreement.)

Certification of Compliance with Beason Hammon Act

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User Notes:

PH&J E-Verify MOU Certification of Compliance with Act 2016-312 Certification for Contracts. Grants, Loans and Cooperative Agreements PH&J Insurance

This Agreement entered into as of the day and	year first written above.
OWNER (Signature)	ARCHITECT (\$ignature)
Charles F. Gruber, Chairman	Patrick Addison, Vice President REG #4564
(Printed name and title)	(Printed name, title, and license number, if required)

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MODIFICATIONS TO OA/AIA B101 – 2017 EDITION

Miscellaneous Protective Partitions at Various Buildings for Baldwin County Commission PH&J #2229GV

Dated December 15, 2022

- 12.1 Add to (or modify) Article 1, **INITIAL INFORMATION**, as follows:
 - 1.3 (Modify) Digital Protocol (delete the second sentence in its entirety and insert the following): Email and FTP sites shall be an acceptable means of communication throughout the project. Text messages will not be considered an acceptable means of communication.

Drawings and specifications shall be transmitted in .PDF format. AutoCAD (.DWG), Excel (.XLSX), Word (.DOCX), etc. files that are used to create the drawings and specifications will remain the property of the Architect and will not be available.

Record drawings shall be transmitted in .PDF format.

Submittals shall be transmitted in .PDF format.

The site survey shall be transmitted to the Architect in .DWG format.

Architectural base plans sans border, title, seal, and extraneous information will be available to the contractor's subcontractors to help them in their preparation of submittals.

It is not anticipated that a building information model will be created for this project. If this should become a requirement, the contract shall be amended, the project schedule shall be adjusted, and the Architect's fee shall be adjusted.

- 1.3.1 (Delete) Building Model Information: Delete this paragraph in its entirety.
- Add to (or modify) Article 2, ARCHITECT'S RESPONSIBILITIES, as follows: 12.2
 - 2.5 (Modify) Insurance Until Termination: Delete the following sentence "If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9."
 - 2.5.1 (Modify) Commercial General Liability: Insert (\$1M) for each occurrence and (\$2M) in the aggregate...
 - 2.5.2 (Modify) Automobile Liability: Insert (\$1M) per accident...
 - 2.5.5 (Modify) Employers' Liability: Insert (\$1M) each accident, (\$1M) each employee, and (\$1M) policy limit.
 - 2.5.6 (Modify) Professional Liability: Insert (\$1M) per claim and (\$3M) in the aggregate.

- 12.3 Add to (or modify) Article 3, **SCOPE OF ARCHITECT'S BASIC SERVICES**, as follows:
 - 3.2.5.1 (Modify) <u>Sustainable Design Alternatives</u>: It is understood that the consideration of sustainable design alternatives is a part of the normal design effort and is not a study within itself. It is not quantified and does not necessarily take precedence over program function, aesthetics, budget, etc. which are all important considerations of design.
 - 3.4.2 (Modify) <u>Governmental Review</u>: Design Requirements of Governmental Authorities will be incorporated into the construction documents only as they are available at the time of document publication. Architect shall ensure that Contract Documents are in compliance with current guidelines as set forth by the Centers for Disease Control as it relates to COVID-19 mitigation and prevention measures.
 - 3.4.3 (2) (Modify) Owner Contractor Agreement: Shall be AIA Document A101-2017 Edition Standard Form of Agreement between Owner and Contractor where the basis of payment is a stipulated sum.
 - 3.4.3 (3) (Modify) General Conditions of the Contract for Construction: Shall be AIA Document A201-2017 Edition as referenced in 3.6.1.1.
 - 3.5.1 (Modify) <u>Construction Contract Delivery and Bidding and Negotiation Phase</u>: The anticipated construction delivery process is a single lump sum construction contract, either negotiated or competitively bid. Should the Owner subsequently select another method, or if a Construction Manager, Program Manager or other Owner's agent is retained by the Owner, the Architect's fee shall be adjusted to accommodate the additional overhead. Consequently, an amendment to this contract will be prepared and signed.

Bid documents will be distributed to prospective bidders via website. All drawings, specifications, and addenda will be available for viewing on this website by bidders at no cost. Paper copies will be available to bidders at a cost to the bidders for printing, shipping and handling.

- 3.5.2.3 (Modify) <u>Bid Documents Substitutions</u>: In the first sentence, delete the following words, "as an Additional Service".
- 3.6.1.2 (Modify) <u>Construction Phase Services</u>: In the last sentence, after the word "contractor" and before the word "or", add "or owner".
- 3.6.1.2 (Modify) <u>Temporary Supports</u>: Also, the Architect shall have no responsibility for temporary supports used by the contractor for the construction process.
- 3.6.1.3 (Modify) <u>Construction Phase Services</u>: Append to the end of the last sentence "or if earlier, 60 days after the date of substantial completion of the work".

- 3.6.1.4 (Add) <u>Construction Phase Services</u>: The Architect shall provide to the Contractor one copy of construction documents in .PDF format from which the contractor shall reproduce (at his cost) all paper or electronic copies necessary to meet contract requirements and to facilitate construction. This requirement will include any sets (paper or electronic format) legally required for permitting.
- 3.6.2.1 (Modify) <u>Evaluations of the Work</u>: Last sentence item (3) shall read: "(3) known significant defects and deficiencies observed in the work".
- 3.6.3.1 (Add) <u>Certificate for Payment</u>: As used herein, the word 'certify' shall mean an expression of the Architect's professional opinion to the best of its information, knowledge and belief, and does not constitute a warranty or guarantee by the Architect.
- 3.6.5.1 (Modify) <u>Substitutions</u>: The Architect will have authority to evaluate and approve substitutions made by the contractor pursuant to procedures set forth in specification Section 0160.
- 3.6.6.2 (Modify) <u>Architect's Inspections</u>: The Architect's inspections shall be conducted with the Owner to such an extent that the Owner is available to participate in the inspection.
- 12.4 Add to (or modify) Article 4, **SUPPLEMENTAL AND ADDITIONAL SERVICES**, as follows:
 - 4.1.1.1 (Modify) <u>Programming</u>: It is the Owner's responsibility to provide the program to the Architect, but the Architect may assist in the effort.
 - 4.1.1.3 (Modify) <u>Measured Drawings</u>: The creation of measured drawings associated with projects involving substantial renovation or alterations of existing facilities will be the responsibility of the Architect.
 - 4.1.1.8 (Modify) <u>Civil Engineering</u>: Civil Engineering will be the responsibility of the Architect. This service will be included in the Basic Fee.
 - 4.1.1.10 <u>Architectural Interior Design</u>: Design and selection of finishes and colors will be the responsibility of the Architect with assistance from the Owner. This service will be included in the Basic Fee.
 - 4.1.1.13 (Add) <u>Clerk-of-the-Works</u>: If a Clerk-of-the-Works is to be utilized on the project during the Construction phase, he will be employed directly by the Owner and will function under the Owner's direction and control as "Owner's Representative". All communication between such clerk and the Contractor will be issued through the Architect. The clerk's authority and duties will be communicated in writing to the Architect prior to his employment or assignment.

While such a clerk may assist the Architect in his administration of the contract, neither his employment, nor any act or undertaking on his part, shall create or extend any responsibility or obligation on behalf of the Architect for safety precautions and programs in connection with the Work, or for failure of the Contractor to carry out the work properly.

- 4.1.1.14 (Modify) <u>Conformance Drawings</u>: If required by the Owner, the Architect will incorporate into the construction documents addenda and changes subsequent to bidding. These construction documents will be used by the contractor as a convenience for construction of the work.
- 4.1.1.16 (Modify) <u>Record Drawings</u>: The duty to keep and prepare record drawings will be given to the Contractor via construction contract provisions.
- 4.1.1.21 (Modify) <u>Telecommunications/Data Design</u>: Design of the Data/Comm wiring distribution that is built into the building will be the responsibility of the Architect with assistance from the Owner and their IT personnel. This service will be included in the Basic Fee.
- 4.1.2 (Modify) Description of Supplemental Services: Occurs under 4.1.1
- 4.2.1.5 (Delete) Delete this item.
- 4.2.1.6 (Delete) Delete this item.
- 4.2.1.7 (Delete) Delete this item.
- 4.2.1.8 (Delete) Delete this item.
- 4.2.1.12 (Add) <u>Default of the Contractor</u>: Services necessitated by the default of the contractor.
- 4.2.2.1 (Delete) Delete this item.
- 4.2.2.2 (Add) Payment under this item if requested by the Architect is subject to the extent the Owner can recover the expenditure from the Contractor.
- 4.2.2.3 (Delete) Delete this item.
- 4.2.5 (Modify) Overall Services: The consideration of the overall services shall not negate the requirements identified in 4.2.3 and 4.2.4 construction phase services.

- 12.5 Add to (or Modify) the following to Article 5, **OWNER'S RESPONSIBILITIES**, as follows:
 - 5.13 (Modify) <u>Contract for Construction/Agreement Between Owner and Contractor</u>: Shall be *AIA Document A101-2017 Edition Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment is a Stipulated Sum.* The accompanying General Conditions to this contract shall be *AIA Document A201-2017 Edition General Conditions of the Contract for Construction.*
 - 5.16 (Add) <u>Selection of Owner's Consultants</u>: Any recommendation or other participation by the Architect in the selection or employment by the Owner of a soil engineering consultant, testing laboratory, insurance consultant, hazardous material consultant, or engineer who prepares surveys and topographic maps, shall not act to make the Architect responsible for the performance of these individuals or entities.
 - 5.17 (Add) <u>Rezoning and Replatting</u>: The Owner shall also be responsible for any necessary rezoning and replatting.
 - 5.18 (Add) <u>Insurance Counsel</u>: The Owner agrees that he is responsible for the insurance provisions in the final construction documents, and that any draft prepared by the Architect shall constitute only a convenient starting point for the final development of those provisions by the Owner's insurance adviser.
- 12.6 Add to (or Modify) Article 6, **COST OF THE WORK**, as follows:
 - 6.1 (Modify) <u>Sales Tax</u>: If Sales Tax Savings Program is implemented by the Owner, the Construction cost employed to compute the Architect's fee shall include the amount of any sales or use tax that would have been applicable had the job been bid in the private sector.
 - 6.1 (Modify) <u>Contingencies and Allowances</u>: Contingencies are monies held by the Owner for unforeseen conditions that may occur during construction. Allowances are monies included in the construction contract that the Owner directs to be expended during construction. Both contingency and allowance monies will be included as part of the Cost of the Work to the extent that they are paid for construction efforts, associated equipment, systems, etc., and the Architect has performed services to incorporate these items.
- 12.7 Add to (or Modify) the following to Article 7, **COPYRIGHTS AND LICENSES**, as follows:
 - 7.3.1 (Delete) Delete the following sentence, "The Owner, to the extent permitted by law, further indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by a third party or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1.

- 12.8 Add to (or Modify) Article 8, **CLAIMS AND DISPUTES**, as follows:
 - 8.1.2 (Modify) Replace this item and replace with the following statement, "The Owner and Architect, as appropriate, shall require of the Contractor, their agents, and the employees of any of them, similar waivers in favor of the other parties enumerated herein.
 - 8.1.2 (Delete and Replace) Delete the original items and replace with the following statement: The Owner and Architect, as appropriate shall require a waiver of all rights by the Contractor, his sub-contractors, consultants, the agents and employees of any of them against claims for damages against the Owner and/or Architect to the extent that such damages are covered by property insurance, except such rights as they may have set forth under AIA Document A201-2017 General Conditions of the contract for construction.
 - 8.1.3 (Delete) Delete the following words: "except as specially provided in Section 9.7"
 - 8.1.4 (Add) <u>Subrogation</u>: To the fullest extent allowed by applicable laws, rules and regulations, the Owner further agrees that he will require in the Construction Documents provisions which will protect both the Architect and Owner from subrogation by the Contractor's insurers of workmen compensation, builder's risk and comprehensive general liability to the extent allowed by State law.
- 12.9 Add to (or Modify) the following to Article 9, **TERMINATION or SUSPENSION**, as follows:
 - 9.1.1 (Add) <u>Timely Payment</u>: Owner agrees to pay all invoices from Architect not in dispute within 30 days of receipt. The Owner further agrees to call the Architect's attention to any charge or portion thereof held to be in dispute within two weeks of its receipt.
 - 9.1.2 (Add) Other Parties: The Owner agrees to protect the Architect from any claim by the Architect's project consulting engineers and participating parties arising out of the Architect's suspension of activity due to failure of timely payment.
 - 9.10 (Add) <u>Termination</u>: In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination then due.
- 12.10 Add to (or Modify) Article 10, MISCELLANEOUS PROVISIONS, as follows:
 - 10.2 (Modify) <u>Terms of Agreement</u>: At the end of the first sentence add the following: "as amended, In the event of any inconsistency, ambiguity or discrepancy in the contract documents or between or among the contract documents, then the following shall be in order of precedence: (1) the addenda, amendments or modifications to the contract documents, and (2) the contract documents. If the conflict is between the drawings and the specifications, then the greater quantity or better quality shall be provided."

ATTACHMENT A 2019

10.3 (Modify) <u>Assignments of this Agreement</u>: Modify paragraph by deleting all words after "consent of the other."

10.3 (Modify) <u>Assignment of this Agreement</u>: Modify the first sentence to read as follows: "The Owner and Architect, respectively, bind themselves, their agents, successors and assigns to the agreement.

10.10 (Add) <u>Project Betterment</u>: If, due to the Architect's error or omission, any required item or component of the project is omitted from the Architect's construction documents, the Architect shall not be responsible for paying the actual cost to add such item or component to the extent that such item or component would have been otherwise necessary for the project or otherwise adds value or betterment to the project. In no event will the Architect be responsible for any costs or expense that provides betterment, upgrade or enhancement of the project.

10.11 (Add) Exclusive Remedy: It is intended by the parties of this Agreement that the Architect's services in connection with the project shall not subject the Architect's individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, the Owner agrees that the Owner's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Architect, an Alabama corporation, and not against any of the Architect's employees, officers or directors.

12.11 Add to (or Modify) Article 11, **COMPENSATION**, as follows:

11.1 (Modify) <u>Compensation</u>: A "Master Plan/Building Study" fee of <u>\$0.00</u> will be credited to the Owner on a prorated basis depending on the scope of the building or projects.

11.2 (Modify) Supplemental Services:

Hourly Rates: (Shall apply also to Paragraphs 11.3 and 11.7)

<u>Current Hourly Rates:</u> The following is the Architects hourly rate schedule. When fees are not based on a percentage of the work, the hourly rates are employed:

Principal Architect	\$250.00
Project Architect	\$190.00
Intern Architect	\$160.00
Interior Designer	\$160.00
Cost Estimator	\$165.00
Draftsman/CADD	\$145.00
Designer	\$145.00
Clerical	\$140.00
Field Representative	\$160.00
Specification Writer	\$155.00
IT System Designer	\$105.00

Primary Consulting Engineers (CSMEP)	\$285.00
Design Engineers	\$225.00
Draftsman/CADD	\$150.00
Clerical	\$100.00
Specification Writer	\$190.00
Cost Estimator	\$185.00

The Architect shall submit invoices, which reflect the actual hours worked, with appropriate hourly rates.

The published rates are **2022** rates and are subject to change according to the Architect's pay rate inflation.

11.3 (Modify) Compensation: See 11.2 Rates

The following fee increase is not applicable to this contract and project.

11.4 (Modify) <u>Compensation</u>: For Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus 50%.

11.5 (Modify) Compensation for Basic Services:

The phases shall be as follows:

Schematic Design Phase	15%
Design Development Phase	20%
Construction Document Phase	40%
Procurement Phase	5%
Construction Phase	20%
Total Basic Compensation	100%

- 11.6 (Modify) <u>Compensation</u>: The last sentence shall read as follows: "Compensation paid in previous progress payments shall be adjusted based on subsequent updates to the Owner's budget for the cost of the work."
- 11.6.1 (Modify) <u>Alternates</u>: Compensation for design of work not constructed shall also include Alternates prepared by the Architect.
- 11.7 (Modify) Compensation: See 11.2 Rates
- 11.8.1.8 (Modify) Modify the sentence of statement by deleting the following: "or the expense of additional insurance coverage or limits in excess of the normally maintained by the Architect's consultants.
- 11.8.1.9 (Modify) Delete the words "Professional services and" for this item.
- 11.8.2 (Modify) Markup for Reimbursable Expenses: shall be 10%.
- 11.9 (Delete) Architect's Insurance: Delete this item.

11.10.1.1 (Modify) <u>Initial Payment</u>: There will not be an initial payment required for this project.

11.10.2.1 (Modify) <u>Payments to the Architect</u>: Delete the requirement for monthly billing and payment. Architect's billing and payment shall be made in proportion to the percentage of services performed as set forth under Paragraph 11.5. Billings may be made mid phase for the portion of services performed of that phase. Construction phase billing shall be billed in proportion to the percentage of the construction progress.

Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid 30 days after the invoice date shall bear interest at the rate of 6% per annum. In addition, the Architect shall be reimbursed for the cost (including reasonable attorney's fees) for collection of accounts.

- 12.13 Add to (or Modify) Article 13, **SCOPE OF THE AGREEMENT**, as follows:
 - 13.2.2 (Delete) <u>AIA Document E203-2013</u>: Delete the reference to this document, as it is not provided for this project.
- 12.14 (Add) <u>Indemnification</u>: Architect hereby agrees to indemnify, defend and hold the Owner, its elected officials, officers and employees harmless from and against any and all claims, costs, expenses, losses and liabilities, including reasonable attorney's fees suffered, paid or incurred by the Owner to the extent caused by or arising out of or by virtue of the Architect's negligent performance of its obligations hereunder, including any injury or damage to property or to person, including death; and those resulting from the Architect's failure to pay any bills, invoices, costs, wages, taxes, or other charges owed by it to another. The foregoing indemnification obligation shall not apply to any claims, liabilities or expenses arising from intentional acts or intentional misrepresentation of the Owner. These indemnification obligations shall survive the expiration of the termination of this agreement.

ARPA AWARD TERMS AND CONDITIONS

I. Legal Terms and Conditions Applicable to Contract

Architect/Engineer agrees to comply with the requirements of section 603 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) (the "Act"), regulations adopted by Treasury pursuant to section 603(f) of the Act, codified as 31 C.F.R. Part 35, and guidance issued by Treasury regarding the foregoing. Architect/Engineer shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this project.

Federal regulations which may applicable to this contract may include, without limitation, the following:

- 1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this award and subject to such exceptions as may be otherwise provided by Treasury, including exemptions relevant to the use of revenue replacement funds, as applicable.
- 2. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension Non-procurement, 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 80 and Treasury's implementing regulation at 31 C.F.R. Part 19.
- 3. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- 4. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- 5. New Restrictions on Lobbying, 31 C.F.R. Part 21. Architect/Engineer must certify that it will not, and has not, used federal appropriated funds to any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C 1352.
- 6. Generally applicable federal environmental laws and regulations. Architect/Engineer must comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). All violations must be reported to the County, Treasury, and the Regional Office of the Environmental Protection Agency.

Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

1. Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d, et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- 2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 USC §§ 3601, et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- 3. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- 4. The Age Discrimination Act of 1975, as amended (42 USC §§ 6101, et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- 5. Title II of the Americans with Disabilities Act of 1990, as amended (42 USC §§ 12101, et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Architect/Engineer agrees to comply, as applicable, with requirements of the Hatch Act (5 USC §§ 1501-1508 and 7324-7328), which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

Architect/Engineer understands that making false statements or claims in connection with the use of ARPA funds is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment F.R.om participating in federal awards or contracts, and/or any other remedy available by law.

In accordance with 41 USC § 4712, Architect/Engineer may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes the following:

- 1. A member of Congress or a representative of a committee of Congress;
- 2. An Inspector General;
- 3. The Government Accountability Office;
- 4. A Treasury employee responsible for contract or grant oversight or management;
- 5. An authorized official of the Department of Justice or other law enforcement agency;
- 6. A court or grand jury; or
- 7. A management official or other employee of the County, Architect/Engineer, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Architect/Engineers shall inform their employees in writing of the rights and remedies provided for whistleblowers in the predominant native language of the workforce.

Pursuant to Executive Order 13043, 62 F.R. 19217 (Apr. 18, 1997), Architect/Engineer is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating companyowned, rented, or personally owned vehicles.

Pursuant to Executive Order 13513, 74 F.R. 51225 (Oct. 6, 2009), is encouraged to adopt and enforce policies that ban text messaging while driving, and Architect/Engineer should establish workplace safety policies to decrease accidents caused by distracted drivers.

II. Terms and Conditions related to contractors, mechanics, and laborers:

The following terms and conditions must be built into any bid or resulting contract documents with any contractor engaged to perform work on the project:

Contractor must agree to the terms and conditions included above.

Contractor must use strong labor standards, including payment of a competitive and prevailing wage in the County.

Contractor must adopt and follow high safety standards and provide training based upon the appropriate licensures, certifications, and industry standards.

Contractor should prioritize local hiring consistent with the racial, gender, geographic, urban, rural, and economic diversity of the County.

For contracts/subcontracts over \$100,000, work performed by mechanics and laborers are subject to the provisions of the Contract Work Hours and Safety Standards Act (40 USC 3702 and 3704), as supplemented by 29 C.F.R. Part 5, including, specifically, safety standards, limitations on hours in a work week and overtime for any work spent over 40 hours, and proper documentation for all employees.

- (1) A Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall not require or permit any laborer or mechanic, in any workweek in which the laborer or mechanic is employed on that work, to work more than 40 hours in that workweek, except as provided 40 USC Chapter 37; and
- (2) when a violation of clause (1) occurs, the Contractor and any subcontractor responsible for the violation are liable—
 - (A) to the affected employee for the employee's unpaid wages; and
 - (B) to the Government, the District of Columbia, or a territory for liquidated damages as provided in the contract.

State ofA County of _I	labama Baldwin County	
CERTIFICATE PROTECTION	OF COMPLIANCE WITH THE BEASON-HAMMON AL N ACT (ACT 2011-535, as amended by ACT 2012-491	ABAMA TAXPAYER AND CITIZEN
DATE: De	ecember 14, 2022	
RE Contract, The A	Grant/Incentive (describe by number or subject): greement	by and between
	Architects, Inc.	_(Contractor/Grantee) and
Baldw	in County Commission	(State Agency, Department or Public Entity
The undersi		
1. The	and hereby certifies to the State of Alabama as foll	ows:
I. The	undersigned holds the position of Vice President	_ with the Contractor/Grantee named
bind	re, and is authorized to provide representations set	out in this Certificate as the official and
DING	ing act of that entity, and has knowledge of the pro	visions of THE BEASON-HAMMON
ALAI	BAMA TAXPAYER AND CITIZEN PROTECTION ACT (AC	CT 2011-535 of the Alabama Legislature,
as ar	mended by ACT 2012-491) which is described herein	as "the Act."
2. Usin	g the following definitions from Section 3 of the Act	, select and initial either (a) or (b),
belo	w, to describe the Contractor/Grantee's business st	ructure.
	BUSINESS ENTITY. Any person or group of person	ons employing one or more persons
	performing or engaging in any activity, enterpris	se, profession, or occupation for gain,
	benefit, advantage, or livelihood, whether for pr	rofit or not for profit.
	a. Self-employed individuals, business enti	ties filing articles of incorporation,
	partnerships, limited partnerships, limited liabili	ty companies, foreign corporations,
	foreign limited partnerships, and foreign limited	liability companies authorized to
	transact business in this state, business trusts, a with the Secretary of State.	nd any business entity that registers
	,,, роззеззез а ваз	iness license, permit, certificate,
	approval, registration, charter, or similar form or business entity that is exempt by law from obtai	nauthorization issued by the state, any
	business entity that is operating unlawfully with	ning such a business license, and any
	EMPLOYER. Any person, firm, corporation, partr	corrbin joint stack association
	manager, representative, foreman, or other pers	con baying control or system of a system.
	employment, place of employment, or of any em	aployee including any person or entity
	employing any person for hire within the State o	f Alabama, including any person or entity
	This term shall not include the occupant of a hou	sehold contracting with another person
	to perform casual domestic labor within the hou	sehold
	the risk	seriola.
X (a) The C	ontractor/Grantee is a business entity or employer	as those terms are defined in Section 3
of the	Act.	
(b) The Contractor/Grantee is not a business entity or employer as those terms are defined in		
Section	on 3 of the Act.	
As of	the date of this Certificate, the Contractor/Grantee	does not knowingly employ an
unaut	horized alien within the State of Alabama and here	after it will not knowingly employ, hire
for en	nployment, or continue to employ an unauthorized	alien within the State of Alabama;
4. The C	ontractor/Grantee is enrolled in E-Verify unless it is	not eligible to enroll because of the
rules	of that program or other factors beyond its control.	
Certified this	14 day of December 20 22.	
	PH& Architects,	Inc
		Name of Contractor/Grantee/Recipient
	By VVVV	ger
	DATE ALL	Visa Parilla t
	Its Patrick T. Addis	n, vice President
The above	-77	-
ne above Cer	tification was signed in my presence by the person	whose name appears above, on
.1115	_ day of _December 20_22	1-
	MITNESS: No. 2	mark to
	WITNESS:	XIND
	Jenn	Hex Sparost
		Printed Name of Witness

CERTIFICATE OF COMPLIANCE WITH ACT 2016-312

DATE: 12-14-2022	
Re: Contract/Grant/Incentive (describe by number or subject): The Agreement by and between	PH&J Architects, Inc.
(Contractor/Grantee) and Baldwin County Commission Public Entity.	(State Agency, Department or
The undersigned hereby certifies to the State of Alabama as follows: $ \\$	
 The undersigned holds the position of Vice President named above, and is authorized to provide representations set and binding act of that entity, and has knowledge of Alabama' In compliance with Act 2016-312, the contractor hereby certification. 	out in this Certificate as the official s Act 2016-312.
in, and will not engage in, the boycott of a person or an entity jurisdiction with which this state can enjoy open trade.	y based in or doing business with a
Nam By:	&J Architects, Inc. e of Contractor/Grantee/Recipient Patrick T. Addison, Vice Presiden
The above Certification was signed in my presence by the person w 14 day of December 20 22. Witness:	hose name appears above on this Jensiler Segtest Printed Name of Witness

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, <u>PH&J Architects</u>, <u>Inc.</u>, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this pertification and disclosure, if any.

Signature of Contractor's Authorized Official

Patrick T. Addison, Vice President

Name and Title of Contractor's Authorized Official

December 14, 2022



Baldwin County Commission

Agenda Action Form

File #: 23-0501, Version: 1 Item #: GA2

Meeting Type: BCC Regular Meeting

Meeting Date: 1/17/2023

Item Status: New

From: Ronald J. Cink, Budget Director/Interim County Administrator; Cian Harrison, Clerk/Treasurer

Submitted by: Katrina Taylor, Grants Coordinator

ITEM TITLE

Allocation of American Rescue Plan Act (ARPA) Funds for Baldwin County Commission Staff Administrative Costs

STAFF RECOMMENDATION

Approve the allocation of "real" American Rescue Plan Act (ARPA) funds in the amount of \$18,564.09 to cover direct administrative costs for Baldwin County Commission staff from October 1, 2022, through December 31, 2022.

BACKGROUND INFORMATION

Background: The Final Rule issued by the U.S. Department of Treasury on January 6, 2022, details a number of administrative processes and requirements. Funds may be used for direct and indirect administrative expenses involved in administering the program. Direct administrative costs encapsulate ARPA-specific personnel costs across multiple departments, including Finance / Accounting, Budgeting, Highway, CIS, Solid Waste, EMA and Purchasing. These costs are specific to personnel involved in the planning, administration and implementation of various projects as approved by the Commission.

Previous Commission action/date:

<u>December 20, 2022</u> - The BCC approved the following projects:

- 1) Approved Resolution #2023-041 Allocation of American Rescue Plan Act (ARPA) Revenue Replacement Funds for the Lexipol, LLC, Law Enforcement Training in the amount of \$69,995.80.
- 2) Approved Resolution #2023-042 Allocation of American Rescue Plan Act (ARPA) Revenue Replacement Funds to the Historic Blakeley State Park Authority in the amount of \$46,000.00.
- 3) Approved Resolution #2023-043 Allocation of American Rescue Plan Act (ARPA) Funds for the Surfside Shores Drainage Improvement Project in the amount of \$2,763,273.00.
- 4) Approved Resolution #2023-044 Allocation of American Rescue Plan Act (ARPA) Funds for the Turberville Bank Water Infrastructure Project in the amount of \$700,734.00.
- 5) Approved Resolution #2023-045 Allocation of American Rescue Plan Act (ARPA) Revenue Replacement Funds for Novelis South Access Road Construction in the amount of \$1,000,000.00.
- 6) Approved the Fund Allocation Application to the U.S. Department of the Treasury for the Local Assistance and Tribal Consistency Fund (LATCF)

- 7) Approved the Quote for Architectural Services for a Feasibility Study to Scope the Design and Installation of Touchless Upgrades to Various Baldwin County Commission Facilities in the amount of \$14,200.00 with PH&J Architects, Inc.
- Approved the Quote for Architectural Services for a Feasibility Study Relating to a New Mental 8) Health Holding Area at the Baldwin County Corrections Center Located in Bay Minette, Alabama for the Baldwin County Commission in the amount of \$5,000.00 with PH&J Architects, Inc.
- Approved the Quote for Architectural Services for a Feasibility Study Relating to a New Mental 9) Health Holding Area at the Baldwin County Juvenile Detention Center Located in Bay Minette, Alabama for the Baldwin County Commission in the amount of \$1,500.00 with PH&J Architects, Inc.
- 10) Approved the Purchasing Director to place a competitive bid for the Surfside Shores Drainage Improvements Project.
- Approved the Purchasing Director to place a competitive bid for the Turberville Lane Drainage Improvements Project.

December 5, 2022 - Awarded the quote to the lowest bidder, One Cut Glass, LLC, in the amount of \$49,327.00 for the Purchase and Installation of Partitions in the Building Inspection Department located at the Central Annex in Robertsdale. Alabama and authorized the Chairman to execute the Contract for Public Works Services and Certificate of Compliance for Public Works Services.

November 1, 2022 - The BCC approved the following projects: 1) Approved the allocation of "real" American Rescue Plan Act (ARPA) funds in the amount of \$50,460.00 for the installation of partitions at the Council on Aging Vaughn S.A.I.L. Center (\$1,133.00) and the Building Inspection Department located at Central Annex in Robertsdale, Alabama (\$49,327.00); 2) Approved the allocation of "real" American Rescue Plan Act (ARPA) funds in the amount of \$37,149.65 to cover direct administrative costs for Baldwin County Commission Staff through September 30, 2022; 3) Approved the allocation of "real" American Rescue Plan Act (ARPA) funds in the amount of \$91,400.00 to cover prior COVID-19 related expenses for Symbol Health Clinic claims and Blue Cross Blue Shield of Alabama / MedOne healthcare claims from July 1, 2022, through September 30, 2022.

October 18, 2022 - The BCC adopted Resolution #2023-012 allocating up to \$70,000.00 in American Rescue Plan Act (ARPA) funds to provide ventilation system improvements to mitigate the spread of COVID-19 at the Bay Minette Probate Office located at 220 Courthouse Square, Bay Minette, Alabama; and authorized the Professional Services Agreement between Labella Associates D.P.C. for architectural and engineering (A&E) costs associated with full architectural and design services related to the ventilation system improvements for the Bay Minette Probate Office. This item was previously pulled from the October 4, 2022 agenda.

October 4, 2022 - Staff pulled item 23-0008 due to the Professional Services Agreement pending legal review.

September 6, 2022 - The BCC adopted Resolution #2022-163 amending Resolutions #2022-102 (as previously approved on 06-07-2022) and #2022-158 (as previously approved on 08-16-2022) to eliminate and terminate Temporary Premium Pay (TPP) Payments for certain eligible exempt employees whose total wages and remuneration are greater than, or would become greater than as a result of TPP payments, 150% of the higher of Alabama's or Baldwin County's (i.e., Daphne-Fairhope-Foley MSA) average annual wage for all occupations as defined by the most recent Bureau of Labor Statistics' (BLS) Occupational Employment and Wage Statistics (BLS Threshold), which at the time of Resolutions #2022-102 and #2022-158 was \$72,165.00, to be effective immediately.

August 16, 2022 - The BCC approved terminating the appropriation of ARPA funds previously approved by resolution of the Commission, including funds appropriated by Resolution #2022-102 for a temporary premium pay program, effective December 31, 2022.

June 7, 2022 - The BCC approved the allocation of the following ARPA project:

To provide Temporary Premium Pay Program to eligible County Commission and Baldwin County Sheriff's Office employees as additional compensation, for the first full pay period of each month, effective July 4, 2022, in the amount of \$8.66 per regular hour, and \$12.99 per overtime hour. The monthly payments will be capped at \$700.00 for full-time employees and \$500.00 for part-time employees, with a lifetime cap of \$25,000.00. TPP payments will include full-time employees and part -time employees only and will end on December 31, 2024, contingent upon the continued need to perform essential work during the COVID-19 public health emergency and continued appropriation and availability of ARPA funds for this purpose, subject to the Commission's discretion. The approval also included funding from other County funds for those eligible exempt employees' total wages and remuneration are greater than, or would become greater than as a result of TPP payments, \$72,165 which is 150% of the higher of Alabama's or Baldwin County's (i.e., Daphne-Fairhope-Foley MSA) average annual wage for all occupations as defined by the most recent Bureau of Labor Statistics Occupational Employment and Wage Statistics.

January 18, 2022 - The BCC accepted ARPA funds for Lost Revenue due to COVID-19 pandemic: The Final Rule offered a standard allowance for revenue loss of \$10 million, allowing recipients to select between a standard amount of revenue loss or complete a full revenue loss calculation. The standard allowance may be used for government services, with streamlined reporting requirements; however, this is a one-time irrevocable selection.

December 7, 2021 - The BCC approved the allocation of the following ARPA project:

Execute the Association of County Commissions of Alabama Investing in Alabama Counties Program Maintenance and Support Membership Agreement between the Baldwin County Commission and the Association of County Commissions of Alabama (ACCA) for participation in the Association's Investing in Alabama Counties Program.

A flat fee of 6% on the first \$7 million in funds to be received and 4% on any funds to be received in excess of \$7 million, excluding funds designated as Revenue Loss as defined by Treasury's Interim Final Rule. In no case, however, shall the fee be less than 3% of the total funds received by the County, regardless of the amount of funding designated as Revenue Loss.

December 7, 2021 - The BCC approved the allocation of the following ARPA project: Temporary Premium Pay - To provide premium pay to eligible Baldwin County Commission and Baldwin County Sheriff's Office employees as additional compensation in the amount of \$12.50 per hour, up to \$1,000.00, for full-time employees and \$12.50 per hour, up to \$725.00, for part-time employees. The designated pay period will be pay period ending December 19, 2021, to be paid concurrently with the regular payroll.

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October 19, 2021 - The BCC approved the allocation of the following ARPA project:

Funds for air-surface hospital grade disinfectant backpack foggers:

Baldwin County Commission Facilities \$141,898.20

Baldwin County Sheriff's Office Facilities \$37,872.50

Total Cost: \$179,770.70

August 3, 2021 - The BCC approved the allocation of the following ARPA project:

Boros Road Bowl Est: \$1,122,256.00 10% Contingency Est: \$112,225.00

10% Administrative Costs Est: \$112,225.00

Total Estimated Cost: \$1,346,706.00

July 6, 2021 - The BCC approved the allocation of the following ARPA project:

Magnolia Landfill Recycling Facility Est: \$5,500,000.00

10% Contingency Est: \$550,000.00

10% Administrative Costs Est: \$550,000.00

Total Estimated Cost: \$6,600,000.00

June 15, 2021 - The BCC approved the allocation of the following ARPA projects:

COA Main Office COVID Upgrades Est: \$11,875.00 Baldwin Together Case Manager Est: \$25,000.00 Tyler Technologies Software Training Est: \$28,000.00

Countywide Touchless Bathroom Equipment Est: \$80,459.00

Set aside for Nonprofits Est: \$100,000.00 Ionizer in Buildings Est: \$175,000.00 Document Library Est: \$285,000.00

BCSO Hazard Pay and Law Enforcement Est: \$400,000.00

Motorola Projects (2) Est: \$469,181.00 10% Contingency Est: \$157,451.50

10% Administrative Costs Est: \$157,451.50

Total Estimated Cost: \$1,889,418.00

June 1, 2021 - The BCC approved the following action:

Agreement for Coronavirus State & Local Fiscal Recovery Funds, established by the American Rescue Plan Act of 2021 (ARPA), between the U.S. Department of the Treasury and the Baldwin County Commission, which was executed by the Baldwin County Commission Chairman, Joe Davis III, on May 18, 2021, and made part of the June 1, 2021, Baldwin County Commission regular meeting minutes.

February 2, 2021 - The BCC approved the following action:

Contract for Professional Services with Hagerty Consulting, Inc., for the Baldwin County Emergency Management Consulting and Contract Services for Response, Recovery, Mitigation, Preparedness, and Planning based on a time and materials cost with an initial cost not to exceed cost of \$1,500,000.00. Task Order of \$100,000 was issued for ARPA related tasks.

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FINANCIAL IMPACT

Total cost of recommendation: \$18,564.09 from American Rescue Plan Act funds

Budget line item(s) to be used: 29970010.51140

If this is not a budgeted expenditure, does the recommendation create a need for funding? Yes, request for budget resolution has been submitted to Ron Cink, Budget Director/Interim County Administrator 01/06/2023.

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Finance and Accounting Staff enter project in Munis. Budget Staff prepare ARPA budget resolution.

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

Meeting Type: BCC Regular Meeting

Meeting Date: 1/17/2023
Item Status: Replacement

From: Wanda Gautney, Purchasing Director / Terri Graham, Solid Waste Director

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

*Request for Proposals (RFP) for Magnolia Material Recovery Facility Equipment Design, Procurement, and Installation for the Baldwin County Commission

STAFF RECOMMENDATION

Take the following actions:

- 1) Reject all the proposals received for the Request for Proposals (RFP) for the Engineering of Magnolia Material Recovery Facility Equipment Design, Procurement, and Installation; and
- 2) Authorize the Purchasing Director to advertise the competitive bid as required in Code of Alabama Title 39 Public Works Law, or Title 41 Competitive Bid Law, after final approval of the appropriate statute and bid documents by the Association of County Commissions of Alabama (ACCA) and the County Attorney.

Funding will be from the American Rescue Plan Act (ARPA) funds.

BACKGROUND INFORMATION

Background: Reason for replacement item: Staff recommendation revised to include Title 41 Competitive Bid Law at the recommendation of the County Attorney. The RFP proposals were received in the Purchasing Office on December 20, 2022, at 2:00 p.m. Three (3) proposals were received. After reviewing the proposals received, County staff, County Attorney, Brad Hicks, and the Association of County Commissions of Alabama (ACCA) Attorney, Katherine Jessip has determined that this project needs to be bid as a Public Works project. The Code of Alabama Title 39 requires all projects that involve construction, installation, repair, renovation, or maintenance of public buildings, structures, sewers, waterworks, roads, curbs, gutters, side walls, bridges, docks, underpasses, and viaducts as well as any other improvement to be constructed, installed, repaired, renovated, or maintained on public property be advertised as a competitive bid. The Public Works Law requires projects that are estimated to exceed the \$500,000.00 threshold be advertised once per week in three (3) newspapers of general circulation throughout the State. In order to comply with Title 39, the vendor packets received for the Request for Proposals must be rejected and a competitive bid prepared and advertised to meet the requirements of the Alabama bid law. The bid documents will be reviewed and approved by ACCA Attorney, Katherine Jessip and County Attorney, Brad Hicks

before the bid is advertised.

Staff recommendation is to reject the RFP proposals received and authorize the Purchasing Director to advertise the competitive bid as required by Code of Alabama Title 39 once the documents are approved by the ACCA and County Attorney.

Previous Commission action/date:

<u>11/16/2022 meeting</u>: Approved and authorized staff to advertise the Request for Proposals (RFP) for the Engineering of Magnolia Material Recovery Facility Equipment Design, Procurement, and Installation. (Funding will be from the American Rescue Plan Act (ARPA funds.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

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: 1/17/2023

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 and Advertisement once documents are completed.

Additional instructions/notes: N/A



Baldwin County Commission

Agenda Action Form

File #: 23-0553, Version: 1 Item #: GA3

Meeting Type: BCC Regular Meeting

Meeting Date: 1/17/2023

Item Status: New

From: Wanda Gautney, Purchasing Director / Terri Graham, Solid Waste Director

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Request for Proposals (RFP) for Magnolia Material Recovery Facility Equipment Design. Procurement, and Installation for the Baldwin County Commission

STAFF RECOMMENDATION

Take the following actions:

- 1) Reject all the proposals received for the Request for Proposals (RFP) for the Engineering of Magnolia Material Recovery Facility Equipment Design, Procurement, and Installation; and
- 2) Authorize the Purchasing Director to advertise the competitive bid as required in Code of Alabama Title 39 Public Works Law after final approval of the bid documents by the Association of County Commissions of Alabama (ACCA) and the County Attorney.

Funding will be from the American Rescue Plan Act (ARPA) funds.

BACKGROUND INFORMATION

Background: The RFP proposals were received in the Purchasing Office on December 20, 2022, at 2:00 p.m. Three (3) proposals were received. After reviewing the proposals received, County staff, County Attorney, Brad Hicks, and the Association of County Commissions of Alabama (ACCA) Attorney, Katherine Jessip has determined that this project needs to be bid as a Public Works project. The Code of Alabama Title 39 requires all projects that involve construction, installation, repair, renovation, or maintenance of public buildings, structures, sewers, waterworks, roads, curbs, gutters, side walls, bridges, docks, underpasses, and viaducts as well as any other improvement to be constructed, installed, repaired, renovated, or maintained on public property be advertised as a competitive bid. The Public Works Law requires projects that are estimated to exceed the \$500,000.00 threshold be advertised once per week in three (3) newspapers of general circulation throughout the State. In order to comply with Title 39, the vendor packets received for the Request for Proposals must be rejected and a competitive bid prepared and advertised to meet the requirements of the Alabama bid law. The bid documents will be reviewed and approved by ACCA Attorney, Katherine Jessip and County Attorney, Brad Hicks before the bid is advertised.

Staff recommendation is to reject the RFP proposals received and authorize the Purchasing Director

Item #: GA3 File #: 23-0553, Version: 1

to advertise the competitive bid as required by Code of Alabama Title 39 once the documents are approved by the ACCA and County Attorney.

Previous Commission action/date:

11/16/2022 meeting: Approved and authorized staff to advertise the Request for Proposals (RFP) for the Engineering of Magnolia Material Recovery Facility Equipment Design, Procurement, and Installation. (Funding will be from the American Rescue Plan Act (ARPA funds.)

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 1/17/2023

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 and Advertisement once documents are completed.

Additional instructions/notes: N/A



Baldwin County Commission

Agenda Action Form

File #: 23-0500, Version: 1 Item #: GA4

Meeting Type: BCC Regular Meeting

Meeting Date: 1/17/2023

Item Status: New

From: Ronald J. Cink, Budget Director/Interim County Administrator; Cian Harrison, Clerk/Treasurer

Submitted by: Katrina Taylor, Grants Coordinator

ITEM TITLE

Resolution #2023-039 - Allocation of Interest Earned from the American Rescue Plan Act (ARPA) Funds for the Lehman Road Project

STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the allocation of interest earned from the American Rescue Plan Act (ARPA) funds in the amount of \$10,084.00 to East Central Baldwin County Water, Sewer, and Fire Protection Authority for the Lehman Road project; and
- 2) Approve payment to the East Central Baldwin County Water, Sewer, and Fire Protection Authority in the amount of \$10,084.00 for the Lehman Road Project; and
- 3) Adopt Resolution #2023-039 of the Baldwin County Commission allocating up to \$10,084.00 of interest earned from the American Rescue Plan Act (ARPA) funds to East Central Baldwin County Water, Sewer, and Fire Protection Authority for the Lehman Road project.

BACKGROUND INFORMATION

Background: Treasury has excepted ARPA fund awards from the requirements of 2 CFR 200.305 (b)(8)-(9) and issued guidance providing that, as a result, ARPA funds may be deposited into interest bearing accounts and that interest earned on these funds may be retained by the County. Treasury has further advised that the County's use of interest earned on ARPA funds is not limited to uses of ARPA funds authorized by the American Rescue Plan Act.

Previous Commission action/date:

December 20, 2022 - The BCC approved the following projects:

- 1) Approved Resolution #2023-041 Allocation of American Rescue Plan Act (ARPA) Revenue Replacement Funds for the Lexipol, LLC, Law Enforcement Training in the amount of \$69,995.80.
- 2) Approved Resolution #2023-042 Allocation of American Rescue Plan Act (ARPA) Revenue Replacement Funds to the Historic Blakeley State Park Authority in the amount of \$46,000.00.
- 3) Approved Resolution #2023-043 Allocation of American Rescue Plan Act (ARPA) Funds for the Surfside Shores Drainage Improvement Project in the amount of \$2,763,273.00.

- 4) Approved Resolution #2023-044 Allocation of American Rescue Plan Act (ARPA) Funds for the Turberville Bank Water Infrastructure Project in the amount of \$700,734.00.
- 5) Approved Resolution #2023-045 Allocation of American Rescue Plan Act (ARPA) Revenue Replacement Funds for Novelis South Access Road Construction in the amount of \$1,000,000.00.
- 6) Approved the Fund Allocation Application to the U.S. Department of the Treasury for the Local Assistance and Tribal Consistency Fund (LATCF)
- 7) Approved the Quote for Architectural Services for a Feasibility Study to Scope the Design and Installation of Touchless Upgrades to Various Baldwin County Commission Facilities in the amount of \$14,200,00 with PH&J Architects, Inc.
- 8) Approved the Quote for Architectural Services for a Feasibility Study Relating to a New Mental Health Holding Area at the Baldwin County Corrections Center Located in Bay Minette, Alabama for the Baldwin County Commission in the amount of \$5,000.00 with PH&J Architects, Inc.
- 9) Approved the Quote for Architectural Services for a Feasibility Study Relating to a New Mental Health Holding Area at the Baldwin County Juvenile Detention Center Located in Bay Minette, Alabama for the Baldwin County Commission in the amount of \$1,500.00 with PH&J Architects, Inc.
- 10) Approved the Purchasing Director to place a competitive bid for the Surfside Shores Drainage Improvements Project.
- 11) Approved the Purchasing Director to place a competitive bid for the Turberville Lane Drainage Improvements Project.

December 5, 2022 - Awarded the quote to the lowest bidder, One Cut Glass, LLC, in the amount of \$49,327.00 for the Purchase and Installation of Partitions in the Building Inspection Department located at the Central Annex in Robertsdale, Alabama and authorized the Chairman to execute the Contract for Public Works Services and Certificate of Compliance for Public Works Services.

November 1, 2022 - The BCC approved the following projects: 1) Approved the allocation of "real" American Rescue Plan Act (ARPA) funds in the amount of \$50,460.00 for the installation of partitions at the Council on Aging Vaughn S.A.I.L. Center (\$1,133.00) and the Building Inspection Department located at Central Annex in Robertsdale, Alabama (\$49,327.00); 2) Approved the allocation of "real" American Rescue Plan Act (ARPA) funds in the amount of \$37,149.65 to cover direct administrative costs for Baldwin County Commission Staff through September 30, 2022; 3) Approved the allocation of "real" American Rescue Plan Act (ARPA) funds in the amount of \$91,400.00 to cover prior COVID-19 related expenses for Symbol Health Clinic claims and Blue Cross Blue Shield of Alabama / MedOne healthcare claims from July 1, 2022, through September 30, 2022.

October 18, 2022 - The BCC adopted Resolution #2023-012 allocating up to \$70,000.00 in American Rescue Plan Act (ARPA) funds to provide ventilation system improvements to mitigate the spread of COVID-19 at the Bay Minette Probate Office located at 220 Courthouse Square, Bay Minette, Alabama; and authorized the Professional Services Agreement between Labella Associates D.P.C. for architectural and engineering (A&E) costs associated with full architectural and design services related to the ventilation system improvements for the Bay Minette Probate Office. This item was previously pulled from the October 4, 2022 agenda.

October 4, 2022 - Staff pulled item 23-0008 due to the Professional Services Agreement pending legal review.

September 6, 2022 - The BCC adopted Resolution #2022-163 amending Resolutions #2022-102 (as previously approved on 06-07-2022) and #2022-158 (as previously approved on 08-16-2022) to eliminate and terminate Temporary Premium Pay (TPP) Payments for certain eligible exempt employees whose total wages and remuneration are greater than, or would become greater than as a result of TPP payments, 150% of the higher of Alabama's or Baldwin County's (i.e., Daphne-Fairhope-Foley MSA) average annual wage for all occupations as defined by the most recent Bureau of Labor Statistics' (BLS) Occupational Employment and Wage Statistics (BLS Threshold), which at the time of Resolutions #2022-102 and #2022-158 was \$72,165.00, to be effective immediately.

August 16, 2022 - The BCC approved terminating the appropriation of ARPA funds previously approved by resolution of the Commission, including funds appropriated by Resolution #2022-102 for a temporary premium pay program, effective December 31, 2022.

June 7, 2022 - The BCC approved the allocation of the following ARPA project:

Occupational Employment and Wage Statistics.

To provide Temporary Premium Pay Program to eligible County Commission and Baldwin County Sheriff's Office employees as additional compensation, for the first full pay period of each month, effective July 4, 2022, in the amount of \$8.66 per regular hour, and \$12.99 per overtime hour. The monthly payments will be capped at \$700.00 for full-time employees and \$500.00 for part-time employees, with a lifetime cap of \$25,000.00. TPP payments will include full-time employees and part -time employees only and will end on December 31, 2024, contingent upon the continued need to perform essential work during the COVID-19 public health emergency and continued appropriation and availability of ARPA funds for this purpose, subject to the Commission's discretion. The approval also included funding from other County funds for those eligible exempt employees' total wages and remuneration greater than or would become greater than as a result of TPP payments, \$72,165

January 18, 2022 - The BCC accepted ARPA funds for Lost Revenue due to COVID-19 pandemic: The Final Rule offered a standard allowance for revenue loss of \$10 million, allowing recipients to select between a standard amount of revenue loss or complete a full revenue loss calculation. The standard allowance may be used for government services, with streamlined reporting requirements; however, this is a one-time irrevocable selection.

which is 150% of the higher of Alabama's or Baldwin County's (i.e., Daphne-Fairhope-Foley MSA) average annual wage for all occupations as defined by the most recent Bureau of Labor Statistics

December 7, 2021 - The BCC approved the allocation of the following ARPA project: Execute the Association of County Commissions of Alabama Investing in Alabama Counties Program Maintenance and Support Membership Agreement between the Baldwin County Commission and the Association of County Commissions of Alabama (ACCA) for participation in the Association's Investing in Alabama Counties Program.

A flat fee of 6% on the first \$7 million in funds to be received and 4% on any funds to be received in excess of \$7 million, excluding funds designated as Revenue Loss as defined by Treasury's Interim Final Rule. In no case, however, shall the fee be less than 3% of the total funds received by the County, regardless of the amount of funding designated as Revenue Loss.

December 7, 2021 - The BCC approved the allocation of the following ARPA project:

File #: 23-0500, Version: 1

Item #: GA4

Temporary Premium Pay - To provide premium pay to eligible Baldwin County Commission and Baldwin County Sheriff's Office employees as additional compensation in the amount of \$12.50 per hour, up to \$1,000.00, for full-time employees and \$12.50 per hour, up to \$725.00, for part-time employees. The designated pay period will be pay period ending December 19, 2021, to be paid concurrently with the regular payroll.

October 19, 2021 - The BCC approved the allocation of the following ARPA project:

Funds for air-surface hospital grade disinfectant backpack foggers:

Baldwin County Commission Facilities \$141,898.20

Baldwin County Sheriff's Office Facilities \$37,872.50

Total Cost: \$179,770.70

August 3, 2021 - The BCC approved the allocation of the following ARPA project:

Boros Road Bowl Est: \$1,122,256.00 10% Contingency Est: \$112,225.00

10% Administrative Costs Est: \$112,225.00

Total Estimated Cost: \$1,346,706.00

July 6, 2021 - The BCC approved the allocation of the following ARPA project:

Magnolia Landfill Recycling Facility Est: \$5,500,000.00

10% Contingency Est: \$550,000.00

10% Administrative Costs Est: \$550,000.00

Total Estimated Cost: \$6,600,000.00

June 15, 2021 - The BCC approved the allocation of the following ARPA projects:

COA Main Office COVID Upgrades Est: \$11,875.00 Baldwin Together Case Manager Est: \$25,000.00 Tyler Technologies Software Training Est: \$28,000.00

Countywide Touchless Bathroom Equipment Est: \$80,459.00

Set aside for Nonprofits Est: \$100,000.00 Ionizer in Buildings Est: \$175,000.00 Document Library Est: \$285,000.00

BCSO Hazard Pay and Law Enforcement Est: \$400,000.00

Motorola Projects (2) Est: \$469,181.00 10% Contingency Est: \$157,451.50

10% Administrative Costs Est: \$157,451.50

Total Estimated Cost: \$1,889,418.00

June 1, 2021 - The BCC approved the following action:

Agreement for Coronavirus State & Local Fiscal Recovery Funds, established by the American Rescue Plan Act of 2021 (ARPA), between the U.S. Department of the Treasury and the Baldwin County Commission, which was executed by the Baldwin County Commission Chairman, Joe Davis III, on May 18, 2021, and made part of the June 1, 2021, Baldwin County Commission regular meeting minutes.

Item #: GA4 File #: 23-0500, Version: 1

February 2, 2021 - The BCC approved the following action:

Contract for Professional Services with Hagerty Consulting, Inc., for the Baldwin County Emergency Management Consulting and Contract Services for Response, Recovery, Mitigation, Preparedness, and Planning based on a time and materials cost with an initial cost not to exceed cost of \$1,500,000.00. Task Order of \$100,000 was issued for ARPA related tasks.

FINANCIAL IMPACT

Total cost of recommendation: \$10,084.00 in interest earned from American Rescue Plan Act

(ARPA) funds

Budget line item(s) to be used: 299.47100

If this is not a budgeted expenditure, does the recommendation create a need for funding? Yes, the request for budget resolution has been submitted to Ron Cink, Budget Director/Interim County Administrator 12/09/2022.

LEGAL IMPACT

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

Reviewed/approved by: Brad Hicks, County Attorney on 12/09/2022 (KDT)

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Finance and Accounting Staff allocate interest earned on ARPA funding to this project. Budget Staff prepare ARPA budget resolution.

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

Additional instructions/notes: N/A



ARPA SLFRF WATER AND SEWER INFRASTRUCTURE FUNDING PROJECT PROPOSAL EVALUATION

Project Name: Lehman Road Watermain Relocation

Project Location: Robertsdale, Al

Applicant

☐ County: Baldwin

X Subrecipient: East Baldwin County Water, Sewer & Fire Protection

Project Summary: Boring and relocation of a 6-inch waterline as part of a larger project to rebuild and enlarge drainage to improve stormwater flows and reduce flooding.

Budget:

Cost \$10,084

• Sources: \$0—local municipal funds

• ARPA Funds: \$10,084

Eligibility Evaluation: The project appears to be an eligible use of ARPA funding for the following reasons:

 The project is part of a larger stormwater improvement project to reduce flooding as a result of storms

Bidding/Procurement: Competitive bidding procedures, including solicitation of Disadvantaged Business Enterprises, must be followed and the file documented.

Other: If the project is part of a larger project in excess of \$100,000, that involve employment of mechanics or laborers, the project must include provisions of 2 CFR Appendix II to Part 200 regarding contract work hours (any hours above 40 must be compensated 1.5X the regular pay rate), and safety standards (no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous).

Baldwin County should also develop a Subrecipient Agreement with East Baldwin County Water, Sewer & Fire Protection.

STATE OF ALABAMA)
COUNTY OF BALDWIN)

RESOLUTION #2023-039 OF THE BALDWIN COUNTY COMMISSION

RESOLUTION ALLOCATING INTEREST EARNED ON THE COUNTY'S AWARD OF AMERICAN RESCUE PLAN ACT FUNDS

WHEREAS, Baldwin County, Alabama, (the "County") has received American Rescue Plan Act State and Local Fiscal Recovery Funds ("ARPA funds"); and

WHEREAS, the U.S. Department of Treasury ("Treasury") as the federal agency charged with the award and administration of ARPA funds has exercised its authority with regard to the award of ARPA funds to exempt the award from certain requirements imposed by the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, codified as Part 200 of the Code of Federal Regulations; and

WHEREAS, Treasury has excepted ARPA fund awards from the requirements of 2 CFR 200.305(b)(8)-(9) and issued guidance providing that, as a result, ARPA funds may be deposited into interest bearing accounts and that interest earned on these funds may be retained by the County; and

WHEREAS, Treasury has further advised that the County's use of interest earned on ARPA funds is not limited to uses of ARPA funds authorized by the American Rescue Plan Act and rules promulgated thereunder; and

WHEREAS, the Baldwin County Commission (the "Commission") desires to use interest earned on its ARPA award to support the East Central Baldwin County Water, Sewer and Fire Protection Authority in the construction of a water infrastructure project, as more fully described in Exhibit A to this Resolution.

NOW, THEREFORE, BE IT RESOLVED, the Commission hereby allocates up to \$10,084 of interest earned on the County's award of ARPA funds to support the East Central Baldwin County Water, Sewer and Fire Protection Authority in the construction of a water infrastructure project, as more fully described in Exhibit A to this Resolution.

IN WITNESS WHEREOF, the Baldwin County Commission has caused this Resolution to be executed in its name and on its behalf by its Chairman on the 17th day of January 2023.

	Charles F. Gruber, Chairman Baldwin County Commission	
ATTEST:		
Ronald J. Cink. Budget Director/Interim Co		

EAST CENTRAL BALDWIN COUNTY WATER, SEWER AND FIRE PROTECTION AUTHORITY

22844 County Road 87 Robertsdale, AL 36567

Phone 251-942-1242 E-m

E-mail office@eastcentralbaldwinwater.com

Fax 251-942-1459

ARPA FUNDING REQUEST LEHMAN ROAD WATERMAIN CONFLICT July 26, 2022

Description of the Problem:

During Hurricane Sally's impact on the Gulf Coast, the cross drain on Lehman Road at (30.487192, -87.661496) was severely eroded, causing Lehman Road to be impassible. To repair this damage, the Baldwin County Commission applied and received Hazard Mitigation Funds to rebuild and enlarge the cross drains to prevent future erosion issues and improve the roadway. However, due to the fact, that the cross-drain size was increased to mitigate future stormwater, it became evident that the existing 6" domestic waterline was in conflicted with this mitigation effort. This would mean that in order for the mitigation project to be completed, the water main would have to be relocated or removed from the project area. Because the 6" line serves as a valuable loop in the water distribution system, permanently capping off the main on each side of the cross-drain is not a viable option.

Scope of Work:

ECBC Water Authority is proposing that its technicians cap off the water main on each side of the cross-drain area so as not to hinder the contractor's timeline. Subsequently, contracting a crew to bore under the project area (30.487192, -87.661496) below the existing mudline 10' whereas eliminating a conflict with the mitigation efforts. After the new line is successfully installed ECBC personnel will tie in the new line with the existing 6" main. Once completed, the redundancy of having a loop in this area of the system will ensure water quality and quantity remain at a high standard. In addition, the loop further reduces the chances of disinfectant by-products in dead-end lines.

Description of the Funding Proposed Project:

ECBC Water Authority is proposing to use ARPA funds to directly reimburse the boring cost of \$8,000.00 and 6" piping material at the cost of \$2,084.28. See the attached estimates.

Alternative solutions:

The only alternative solution would be permanently capping off the 6" water main on each side of the project area. This would reduce the "loop" in the water system that assists with supplying water for domestic and fire protection purposes. Without this water main, the existing water pressure and gallons per minute of water servicing the area would be drastically affected. The water system is developing an interconnection with the Town of Summerdale in this area to provide water in an emergency. Not completing this project will decrease the effectiveness of the interconnect being constructed. Without this project completed, it is likely that water quality will suffer by increasing the possibility of disinfectant by-products.



a MORSCO brand

Due to the continued cost and supply challenges in the DUCTILE IRON PIPE, PVC and HDPE markets, the pricing of these products will be based solely on the availability at the time of shipment. Also, given the volatility in these markets we will not be responsible for product availability and shipment delays, as they are rout of our control. Bid prices should be considered an estimate, materials will only be priced at time of shipment until the current supply chain challenges are resolved. These terms are in leu of our standard terms.

We appreciate your partnership.

CUSTOMER NO	QUOTING BRANCH	QUOTE NO	QUOTE DATE	PAGE
222407	FORTILINE SUMMERDALE	6213767	6/14/22	1

CUSTOMER

EAST CENTRAL BALDWIN COUNTY 22844 COUNTY ROAD 87 ROBERTSDALE, AL 36567

PROJECT INFORMATION

6" DR11 DIPS

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
10 20	160 2	FT EA	**************************************	11.0000 162.1400	1,760.00 324.28
			CTOCK DELIVEDIES ADE SUBJECT TO SU	Subtotal: Tax: Bid Total:	2,084.28 .00 2,084.28

ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES

A-Long Boring, Inc

P. O. Box 1926 - Fairhope, AL 36533 Phone (251)928-4934 - Fax (251)928-4253

Estimate

Date	Estimate #
6/15/2022	2363

Name / Address	
East Central Baldwin Water 22844 County Road 87 Robertsdale, AL 36567	

	Project								
	Rate	Total							

Description	Qty	Rate	Total
Lehman Road			
Bore HDPE 6"	160	50.00	8,000.00
Price does not include material, pit excavation, traffic control, permits, or restoration.			
Thank you for the opportunity to be considered for this job. We look forward to working with you!	Total		\$8,000.00



Baldwin County Commission

Agenda Action Form

Meeting Type: BCC Regular Meeting

Meeting Date: 1/17/2023

Item Status: New

From: Ronald J. Cink, Budget Director/Interim County Administrator; Cian Harrison, Clerk/Treasurer

Submitted by: Katrina Taylor, Grants Coordinator

ITEM TITLE

American Rescue Plan Act (ARPA) Program Update

STAFF RECOMMENDATION

Mr. Roger Rendleman, Principal Owner at RHR Consulting LLC, will provide an update regarding current and pending American Rescue Plan Act (ARPA) related items / issues.

BACKGROUND INFORMATION

Background: Mr. Rendleman, in conjunction with the Alabama County Commission Association / Investing in Alabama Communities program (ACCA / IAC), will provide program / project updates since the last meeting to provide details on the current status and to facilitate a discussion of next steps and potential new items, as may be identified.

Previous Commission action/date:

January 4, 2023 - Roger Rendleman and Kelley Gillikin provided an updated ACCA project list and discussed the following: 1) Commission requested to allocate "real" ARPA funds to the Town of Silverhill Water Tower project; 2) Commission requested to allocate "real" ARPA funds to the Town of Summerdale Water Tower project; 3) Commission requested to allocate "real" ARPA funds to the Fairhope Courthouse HVAC Improvement project; 4) Commission requested to allocate "real" ARPA funds to the Board of Education HVAC Improvement project; 5) Commission requested to allocate "real" ARPA funds to the Courthouse Outdoor Renovation (Atrium) project; 6) Commission requested to allocate "real" ARPA funds to the Various County Buildings' Partitions; 7) Commission requested to allocate "real" ARPA funds to the AltaPointe PATH Program; 8) Commission requested to allocate "real" ARPA funds to the Child Advocacy Center Nonprofit Application request; 9) Commission requested to allocate "real" ARPA funds to the Electronic Document Management System; 10) Commission requested to allocate "real" ARPA funds to the Old Jail Mental Health Wing; 11) Commission requested to allocate "real" ARPA funds to the JDC Mental Health Cells; 12) Commission requested to allocate revenue replacement funds to the Old Vaughn School Capital Improvements: 13) Commission requested to allocate revenue replacement funds to the Gateway Initiative project; 14) Commission requested to allocate revenue replacement funds to the Infirmary Health Staff Panic Button Badges; 15) Commission requested the Magnolia River Watershed

Wetlands and Regional Detention project be removed from the project list: 16) Commission requested the Magnolia Landfill Recycle Facility Touchless Equipment cost to be increased from \$4,400,000 to \$6,000,000; 17) Commission requested the Building Ionizers be removed from the project list; 18) Commission requested the nonprofit applicants to be removed with the exception of the Child Advocacy Center; 19) Commission requested an additional \$350,000 be allocated to the Self-funded Health Insurance Costs; 20) Commission requested the Transportation Costs for South Baldwin Workforce Campus be removed from the project list; 21) Commission requested the funding to inventory and map stormwater facilities within MS4 areas and within the rest of the County be removed from the project list; 22) Commission requested the funding for dirt roads identified in the Environmental Advisory Committee Dirt Road Study be removed from the project list; 23) Commission requested the funding for the County Strategic Plan Strategy for Countywide Water Quality be removed from the project list; 24) Commission requested the funding for the completion of the Perdido Watershed Management Plan be removed from the project list.

December 19, 2022 - Roger Rendleman provided an updated project list and discussed the following: 1) Submit the Town of Summerdale's Water Tower Project to ACCA/IAC for eligibility review; 2) Commission requested staff to proceed with the Fairhope Courthouse HVAC Project in the amount of \$669,000 per JMR+H's report; 3) Commission requested three additional facility HVAC assessments for the Bay Minette Courthouse, Foley Courthouse, and Central Annex; 4) Gateway Initiative and the City of Foley briefed the Commission on the South Baldwin Regional Workforce Development Authority Project and Commission requested staff proceed with the \$300,000 request from revenue replacement funds; 5) AltaPointe provided a project request update for the PATH Program and Commission requested staff proceed with the \$695,527.20 request to fund the project for two annual years; 6) Commission scheduled a special called work session for January 4, 2023, for ARPA-related items.

December 5, 2022 - Staff provided an updated ACCA project list and discussed the following: 1) Boros Road is in the right-of-way acquisition phase; 2) Lehman Road can use the interest earned off of ARPA funds to eliminate staff from overseeing and monitoring the subaward; 3) LaBella has confirmed all six stormwater projects are eligible with "real" ARPA funds. The County Engineer recommended moving forward with the Turberville Bank Stabilization project, and the Surfside Shores Drainage Improvement project; 4) Commission requested staff to remove the \$3 million placeholder for broadband; 5) Premium payments are ending this month for eligible employees; 6) Bay Minette Probate Office HVAC project is in the design phase by LaBella; 7) Staff received the Fairhope Courthouse HVAC assessment from Scout that is under review; 8) Magnolia Landfill Recycle Facility Touchless Components is being evaluated by ACCA/IAC staff in coordination with Solid Waste Director, Terri Graham to identify project design features that can be funded with "real" ARPA funds; 9) ACCA/IAC is currently preparing an analysis for the Courthouse Outdoor Renovation project; 10) Commission requested staff proceed with the design cost proposal from PH&J in the amount of \$14,200 for the Touchless Restroom Equipment Upgrades; 11) Commission requested staff proceed with the feasibility study cost proposal from PH&J in the amount of \$5,000 for the Mental Health Jail Renovations; 12) Commission requested staff proceed with the design cost proposal from PH&J for 6.5% of construction costs for various departments partitions; 13) Scout conducted an on-site evaluation on 11/21/22 at the Old Vaughn School; 14) Commission requested staff to coordinate with AltaPointe staff to attend the 12/19/22 work session; 15) Staff received the

following nonprofit applications that are currently under review by ACCA: AltaPointe, Family Promise of Baldwin County, Prodisee Pantry, The Dream Center, Child Advocacy Center, and Feeding the Gulf Coast; 16) The Baldwin Family Village Foundation is currently under legal review regarding the Family Housing Act; 17) BRATS Bay Minette Transit Hub HVAC project was submitted to ACCA for assessment; 18) Commission requested staff proceed with the feasibility study cost proposal from PH&J for the JDC Mental Health Cells in the amount of \$1,500; 19) Commission requested staff to proceed with the BCSO revenue replacement request to reimburse the Lexipol Law Enforcement Training expense; 20) Commission requested staff to leave the \$3 million placeholder for the Corte Road Extension project until further details are received following right-of-way acquisition; 21) Commission requested staff to coordinate with the Gateway Initiative staff, City of Foley, City of Orange Beach, and the City of Gulf Shores to attend the 12/19/22 work session to discuss this project further; 22) Commission requested staff to proceed with selecting a qualified architect for the Courthouse Security project to design, bid, and oversee construction of the project; 23) Commission requested staff to proceed with calculating the County's Pre-pandemic Staffing Levels; 24) Planning and Zoning staff is awaiting the completion of the Environmental Advisory Committee's Dirt Road

November 16, 2022 - BCC requested staff provide the update at the December 5, 2022, work session due to time constraints.

the Historic Blakeley State Authority for their pandemic financial hardship.

Study to identify the top twenty-five dirt roads to bring before the Commission; 25) Commission

requested Probate staff to attend the 12/19/22 work session to provide further details on the Probate Judge Monitors' request; 26) Commission requested staff proceed with revenue replacement funds to

October 31, 2022 - Staff provided an updated ACCA project list and discussed the following: 1) LATCH application/acceptance needs to come back to the Commission in advance of 01/31/2023 to meet the Treasury deadline; 2) The Lehman Road documentation has been sent to ACCA/IAC regarding next steps; 3) The Highway Department is obtaining third-party estimates and the demonstration of need for the six stormwater projects; 4) Labella has provided the schedule for the Bay Minette Probate Ventilation project commencing on 10/10/2022; the Fairhope Courthouse assessment is currently pending with ACCA; 5) BRATS is coordinating with Building Maintenance to submit requested forms to ACCA for the evaluation of the Bay Minette transit hub ventilation system; 6) Staff has met with PH&J to discuss a fee proposal for the feasibility study for the touchless restroom facility upgrades; 7) Staff is coordinating with the Purchasing Director on obtaining costs from a pre-qualified vendor for the Jail and JDC padded cells feasibility studies; 8) Commission did not want to move forward with the morgue overflow unit and directed Coroner to continue with the agreements that are in place to handle mass casualty situations; 9) Commission advised that they are in agreement with hiring an architectural and engineering (A&E) firm to design/bid/oversee construction of the other departmental partitions (Revenue, Highway, JDC, and Archives); 10) The Building Inspection partitions were added to the replacement agenda item at the 11/01/2022 meeting; 11) The Old Vaughn School assessment has been scheduled for 11/21/2022 with ACCA, Scout, and the Board of Education; 12) Staff re-sent the non-profit applications on 11/1/22 per Chairman Ball's request; 13) ACCA met will AltaPointe regarding the PATH Program and the update is forthcoming; 14) Commission did not move forward with the BRATS hiring/rehiring employees pre-pandemic request as further discussion is needed; 15) Lexipol needs to come back to the Commission as no decision was made to reimburse the BCSO utilizing Revenue Replacement funds; 16) Commission

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requested to keep the Corte Road project as a placeholder until the Revenue Replacement budget is confirmed; 17) Commission requested the Gateway Initiative funding be held off until more is known about the City of Foley's property donation; 18) Further information on costs is required for the Probate monitors: 19) The top 25 dirt roads from the dirt road planning study need to be provided to the Commission, and further discussion is required for the other requested planning studies.

October 18, 2022 - Due to limited time, staff provided an abbreviated presentation with decision points / new information only, as follows: 1) Bay Minette Probate Office professional services agreement with Labella Associates approved under the consent agenda for \$70,000.00, reducing Resolution #2022-170 approval for \$877,307.00 for construction (representing an estimated cost only); 2) Commission approval of professional design services will be requested at an upcoming meeting for touchless restroom upgrades to ensure compliance with the American's with Disabilities Act (ADA), noting that "real ARPA funds" can be used even if cost exceeds previously approved amount; 3) ACCA has confirmed use of revenue replacement funds for a PH&J Architects change order to allow for design services related to a mental health wing at the jail, although a needs assessment will be requested instead (to be considered at an upcoming Commission meeting) so as to evaluate options at the old jail with plans to come back to the Commission once costs are known so that the project can be bid (inclusive of federal requirements) to allow for use of real ARPA funds; 4) quotes are still pending for partitions at various locations, noting Council on Aging Vaughn Sail Center and Bay Minette Board of Registrars are ready to proceed with Commission approval; 5) AltaPointe / ACCA discussion revealed a need for flexible financial assistance (to address capital needs), pending submittal of an application demonstrating COVID-related hardship and final decision by the Commission (application to be sent); 6) need for further evaluation by ACCA / IAC regarding the PATH Program and potential feasibility of establishing a similar program for Baldwin County to address mental health crisis situations in lieu of incarceration; and 7) ACCA advises that the Gateway Initiative can be funded as a sub-award for \$300,000.00 using revenue replacement, with plans to bring this back to the Commission at an upcoming meeting.

October 3, 2022 - Staff provided an updated ACCA project list and discussed the following: 1) Need to verify the Bay Minette Probate Office HVAC project costs (staff confirmed Commission adoption of Resolution #2022-170 allocating \$947,307.00 in American Rescue Plan Act funds to provide ventilation system improvements to mitigate the spread of COVID-19 at the Bay Minette Probate Office on September 20, 2022), 2) Commission reiterated the importance of the County facility partitions (staff has contacted four vendors for quotes to meet the federal procurement requirements), 3) The Nonprofit Notice of Funding Opportunity and application were sent to the following nonprofit organizations - Child Advocacy Center, Prodisee Pantry, Feeding the Gulf Coast, The Shoulder, The Landing, Family Promise Historic Blakely Authority, and The Dream Center on September 28, 2022, 4) Need to clarify with ACCA regarding the justification for the Old Vaughn School's capital improvements for a vaccination site (staff has outreached ACCA to follow-up on justification), 5) Staff is identifying the County restrooms that are shared by staff and the public for touchless equipment upgrades, 6) Commission requested the Baldwin Family Village project be submitted to ACCA for review (staff submitted to ACCA on October 3, 2022), 7) Commission requested staff coordinate with the Family Promise Director to contact Path to assist with recommendations for Alta Pointe (this correspondence was sent on October 5, 2022).

September 20, 2022 - Staff provided an updated ACCA project list and discussed the following: 1)

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Need to reclass expenses for Cleanstrike and Motorola to "real ARPA funds" from Revenue Replacement (per ACCA / IAC recommendation), 2) Need to send out updated "red list" of ineligible/lower priority projects to the Commission, 3) Commission approval for ACCA / IAC to coordinate directly with AltaPointe for potential project identification, 4) Board of Education ventilation project will remain on hold (pending discussions) and Fairhope Courthouse will be submitted for ACCA/IAC ventilation assessment with Probate Office A&E hiring recommendation forthcoming, 5) Need to assess use of Old Vaughn School as a vaccination / testing site and possible evacuation/storm shelter, 6) Need for evaluation of shared public / staff restroom facilities for touchless equipment upgrades, 7) Need to evaluate potential assistance for nonprofit organizations previously requesting aide (i.e., Child Advocacy Center, Prodisee Pantry, Feeding the Gulf Coast, & Alabama Firefighters Training Foundation) as well as other organizations (i.e., The Shoulder, The Landing, Family Promise Historic Blakely Authority, and The Dream Center), and 8) Request by Solid Waste for ACCA / IAC review of five specific Recycle Center costs for possible eligibility using "real ARPA funds".

September 6, 2022 - Staff presented an overview of the current project list. The presentation included a discussion of ventilation improvements for Probate Office and Board of Education facilities, the distribution of nonprofit policies/procedures and application packet to Commissioners, the need to reevaluate previously approved projects prior to fiscal year-end, and future ARPA review/reporting processes to include participation by other department heads.

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

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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 ARPA Program Status Worksheet

	Considered Projects		Allocated Projects	Remaining	Approved Projects	Expended	
Enumerated Uses = \$33,360,588	\$39,801,580.02		\$34,371,001.00	(\$1,010,413.00)	\$13,947,527.00	\$5,639,581.37	*As of 9/30/2022
Revenue Replacement = \$10,000,000	\$7,388,243.40		\$8,743,708.80	\$1,256,291.20	\$2,558,243.80	\$795,807.41	*As of 9/30/2022
Described for Consideration		A=BCC Approved R=ACCA Review P=Pending D=Further Discussion	Commission - CC Department - Dept IAC - IAC Outside Party - OP	A		Firmandad	Antine Chaten Nation
Requested for Consideration		U=Underway		Amount Allocated TED USES PROJECT	re .	Expended	Action Status Notes
Water/Sewer/Stormwater			ARPA ENUMERA	TED 03E3 PROJECT	3 		
Boros Road Bowl Project	\$1,234,482	U	Dept	\$1,234,482.00	\$1,234,482.00	\$109.168.81	ROW acquisition underway / Bidding Spring or Early Summer 2023
Surfside Shores Drainage Improvement (Stormwater)	\$2,763,273		Dept	\$2,763,273	\$2,763,273	,,	APPROVED at 12/20 Meeting - Design & Bid Prep Phase
Turberville Lane (Stormwater)	\$700,734	A, P	Dept	\$700,734	\$700,734		APPROVED at 12/20 Meeting - Design & Bid Prep Phase
Magnolia River Watershed Wetlands & Regional Detention (Stormwater)	\$8,000,000	Р	Dept				Project Eligible / Highway working on ROW and Cost Estimates 01/4/2023
Red Gully Streambank Stabilization (Stormwater)	\$2,500,000	Р	Dept	\$2,500,000			Project Eligible / Highway working on ROW and Cost Estimates
Faircloth Road Drainage (Stormwater)	\$1,500,000		Dept	\$1,500,000			Project Eligible / Highway working on ROW and Cost Estimates
County Road 28 (Stormwater)	\$750,000	Р	Dept	\$750,000			Project Eligible / Highway working on ROW and Cost Estimates \$2M Project for New Water Tank for rapid growth and strain on system. Currently at LaBella for review. Pre-Award Resolution and Pre-Award Packet to be prepared
Silverhill Water Tower Project	\$1,000,000	R	IAC	\$1,000,000			if eligible. \$3M Project for New Water Tank for rapid growth and strain on system. Currently
Summerdale Water Tower Project	\$1,000,000	R	IAC	\$1,000,000			at LaBella for review. Pre-Award Resolution and Pre-Award Packet to be prepared if eligible.
Broadband							Removing Place Holder Many other Sources of Funding Available
Premium Pay	\$5,000,000	U	Dept	\$5,000,000.00	\$5,000,000.00	\$3,012,391.91	One more Employee payment December 2022. Estimate Increase \$250,000
Ventilation Projects							Currently under design by LaBella Start Bidding 3/1/2023
Probate Office (Estimated Construction Cost & Design)	\$947,307	A, P	OP	\$947,307.00	\$947,307		Expected Construction Completion 8/31/2023
Fairhope Courthouse (Est Construction)	\$669,000	P	Dept	\$669,000			Estimate Covers Replacement of HVAC beyond useful life and significant air quality improvements. 12/19 Design proposal to be requested by staff. Assessment complete, On HVAC Unit has now Failed. Design proposal submitted
Board of Education (Est Constr & Pro Fees)	\$1,155,000	P	Dept	\$1,155,000			Assessment complete, On HVAC Unit has now Falled. Design proposal submitted 9,24% discounted to 8.14% of Construction Cost. Project to move forward 1/04/2023.
BRATS Bay Minette Transit Hub		R	IAC, Dept				Survey sent to IAC for Review. Site Assessment with JMR&H set for 12/30
Additional Ventilation Projects:							
Survey/Inventory age of HVAC systems in county-owned buildings Other COVID-19 Construction/Renovation		P	Dept	\$4,000,000.00			Bay Minette Courthouse, Foley Courthouse and Central Annex selected for assessment 12/19. Building Maintenance requested to fill out initial surveys for locations 12/22. Allocation Estimate Eight Facilities at \$500,000 each.
		_	Dest 100				RFP Release Approved by Commission 11/16, Was Due 12/20, Three Responses being Evaluated. Some issues need to evaluated. Added \$100K for Touchless Comp \$1.5M Other Comp in Revenue Replacement 1/04/2023 work session
Magnolia Landfill Recycle Facility (Touchless Components)	\$4,500,000	Р	Dept, IAC	\$4,500,000.00			Waiting final determination on eligibility and cost estimates Updated \$870,955 -
Open-Air Public Atrium for Governmental Services	\$948,830	R	IAC	\$948,830.00			\$948,830. Move Forward once official determination received. PH&J requested to provide design cost proposal 01/10/2023.
Touchless Bathroom Upgrades	#00 F0F	A, P	OP	£100 705 00	¢14 000 00		\$56,000) Feasibility Study for Design & Scope Approved for \$14,200 with PH&J on 12/20
	\$88,505	A, P P		\$102,705.00	\$14,200.00		Need to Identify Buildings for assessment to IAC
Ionizers in Buildings - \$192,500 Removed 1/4/2023		P P	Dept				Reed to Identify Buildings for assessment to IAC Feasibility Study for Design & Scope Approved for \$5,000 with PH&J on 12/20.
Mental Health Jail Renovations		A, P	OP	\$1,000,000.00	\$5,000.00		Expect Cost to be less But Renovation so \$1M Place Holder
Juvenile Detention - Padding for Mental Health Cells	\$55,784	A, P	OP	\$56,984.00	\$1,200.00		Feasibility Study for Design & Scope Approved for \$1,200 with PH&J on 12/20
Partitions in County Buildings Mental Health Services	\$275,000	A,P,R	OP, Dept, IAC	\$275,000.00	\$50,460.00		PO Issued \$1,133 COA Vaughn SAIL Center Building Inspect \$49,327 Proceeding as Public Works Additional Locations under consideration, Design Proposal 6.5% of Construction Cost. Agreement ready for Consideration.
AltaPointe - PATH-type and Outpatient Services Team (Approx. \$350,000 annually)	\$700,000	P	OP,IAC,Dept	\$700,000.00			Upon AltaPointe's CFO commitment for PATH Program Continuing after ARPA start up, Commission instructed to move forward 12/19. Conference Call with IAC 1/5/23 regarding measurements & Milestones
Aid to Nonprofits							
Nonprofit Application packet; resolution; implementation policies and procedures.							Forwarded to entities on 9/29 except as indicated, applications due 12/1 (Staff accepting and sending to IAC for Review)

1				I	I		Application Received/ Initial Review Complete/ No Longer Under Consideration			
AltaPointe (299)	\$955,000						1/4/2023			
Child Advocacy Center (299)	\$51,815	Р	IAC	\$51,815.00			Application Received/ Initial Review Complete/ Still Under Consideration 1/04/23			
Prodisee Pantry (299)	\$140,980						Application Received/ Initial Review Complete/ No Longer Under Consideration 1/4/2023			
TOGOGO TATRIY (200)	φ 140,880						Application Received/ Initial Review Complete/ No Longer Under Consideration			
Feeding the Gulf Coast (299)	\$250,000						1/4/2023			
Dream Center (299)	\$100,000						Application Received/ Initial Review Complete/ No Longer Under Consideration 1/4/2023			
							Application Received/ Initial Review Complete/ No Longer Under Consideration			
Family Promise (299)	\$500,000						1/4/2023			
COVID-19 Mitigation/Healthcare										
Self-Funded Insurance Costs*	\$1,293,643	Α	Dept	\$1,293,643.00	\$1,293,643.00	\$943.643.00	Self Insurance Costs through September 2022 Estimate Increased \$350,000			
COVID-19 Leave	\$9,835	Completed	·	\$9,835.00	\$9,835.00	\$9,835.00	•			
Emergency Communication Systems:										
Government Resiliency										
Transit driver staffing to pre-pandemic levels		P,D	Dept, CC				Additional Info and data needed if Commission wishes to pursue			
Electronic Document Mgt. System	\$285,000	P	Dept	\$285,000.00			Additional Info and data needed for further consideration			
Tyler Technologies Virtual Training	\$28,000	Completed		\$28,000.00	\$28,000.00	\$28,000.00				
Administrative Costs										
Administrative Costs IAC Fee	\$1,474,424	U	ICS	\$1,474,424.00	\$1,474,424.00	\$1 474 424 00	Ongoing Support			
Audit	\$100,000	Ü	OP	\$100,000.00	\$100,000.00	\$1,717,727.00	Future Cost for Single Audit Portion by State Examiners			
Internal Admin. Costs	\$300,000	U	Dept	\$300,000.00	\$300,000.00	\$37,149.65	Ongoing			
Hagerty Consulting	\$24,969	Completed		\$24,969.00	\$24,969.00	\$24,969.00				
Households and Communities							Various Components and Logistics Impact Eligibility. Still Reviewing, WebX			
							meeting held on 12/8/22 to discuss. Housing First to contact HUD for guidance			
Baldwin Family Village Foundation	\$500,000	D, R	Dept, IAC				with ARPA requirements.			
			REVENUE REPLA	ACEMENT PROJE	CTS					
							Started with consideration for Feasibility and Reasonableness to be a Mass Vaccination Site - Cost Est Rec 12/28. Focus More as County Facility for Multi-			
Old Vaughn School Renovations for County Facility for Multi-use	\$1,385,465	D,P,R	OP, Dept, IAC	\$1,385,465.00			Use. Moved to Revenue Replacement 1/4/23			
Magnolia Landfill Recycle Facility (Design and Additional Construction	Ţ 1,1000,100	-,-,		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			Set Aside \$1.5M for Other Construction Costs 1/4/23			
Costs)	\$1,704,000	P	Dept, IAC, OP	\$1,704,000.00	\$204,000.00	\$147,109.41				
Lexipol Law Enforcement Training	\$69,995.80	Α	Dept	\$69,995.80	\$69,995.80		Resolution Allocation of Funds Approved on 12/20			
Corte Road Extension	\$3,000,000	D	Dept	\$3,000,000.00			Additional design / Cost Estimate Work (Placeholder for Now) Commission instructed to move forward 12/05. PH&J submitted a Design Proposition			
Courthouse Security (Sally port, other measures)	\$589,550	Р	Dept	\$589,550.00	\$589,550.00		of 9.625% along with Cost Estimator fee of \$4,500 for total estimate of \$53,843			
Historic Blakeley Authority (298)	\$46,000	Α	CC	\$46,000.00	\$46,000.00		Resolution Allocation of Funds Approved on 12/20			
Inventory and map stormwater facilities within MS4 areas the rest of the							Likely Eligible for Revenue Replacement			
County Pave or gravel dirt roads identified in the Environmental Advisory		D	Dept				Additional Info and data needed if Commission wishes to pursue			
Committee Dirt Road Study		D	Dept				Likely Eligible for Revenue Replacement Additional Info and data needed if Commission wishes to pursue			
Ostri Marco But i toda otaay			2001				Likely Eligible for Revenue Replacement			
County Strategic Plan for Countywide Water Quality Program		D	Dept				Additional Info and data needed if Commission wishes to pursue			
Complete Perdido Watershed Management Plan in Baldwin County		D	Dept				Likely Eligible for Revenue Replacement Additional Info and data needed if Commission wishes to pursue			
Complete : ordino tratoronou managomont i lan in Daluwin Odunty			Борг				After Discussion with Initiative Partners at 12/19 Work Session, Commission			
							expressed interest in moving forward with funding. Notice for Advertising under			
							Amendment 772, draft Agreement and Resolution for agreement provided by IAC 12/30/2022 for Commission action. Public Meeting Ad published January 13-18			
Gateway Initiative	\$300,000	Р	Dept, CC, OP	\$300,000.00			and will be held at the 2/7/23 Commission Meeting,			
	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		107 7 - 1	, , , , , , , , , , , , , , , , , , , ,			Possible Revenue Replacement; however, need to research Amend 772 for-			
Transportation costs for South Baldwin Workforce Campus		D	Dont CC				eligibility with State Law if the Commission wishes to consider Removed 1/4/2023 Work session. Campus still in planning stage			
- птанэропацин соясь тог эоши вакиміп ууогктогсе Саттриз -		ט	Dept, CC				Probate Office to come discuss as 1/4/2023 work session Withdrew request			
Probate Judge Monitors							1/3/23			
B.I M O''. I. I. I. I. D. I. O. I'		_	D	04 005			Economic Development Project to be perform by County Forces - Resolution			
Baldwin Mega Site Industrial Park Southern Entrance Improvements Infirmary Health Staff Panic Button Badges	\$1,000,000	A D	OP, IAC	\$1,000,000.00	\$1,000,000.00		Approved 12/20 Need more Information for eligibility, cost, etc.			
minimary risalitr starr ramo batton badges		U	OF, IAC				recognition from any one on the control of the cont			
Revenue Commissioner Office Security Measures	\$30,000	D	CC				Need more Information for eligibility, cost, etc. Revenue Comm Estimates \$30K			
Oleswatilla Farrana	6470 77	Committee d		0.176	0.170	0.170				
Cleanstrike Foggers Motorola Equipment and Additional Bandwidth	\$179,771 \$468,927	Completed Completed		\$179,771.00 \$468,927.00	\$179,771.00 \$468,927.00	\$179,771.00 \$468,927.00				
	3400.92/	Completed		9400,927.00	9400.9Z7.00	\$400,9Z7.0U				
Motoroia Equipment and Additional Bandwidth	,,				,,					
microsia Equipment and Adultonal Balldwidt			ARDA INTEDEST	FUNDED PROJE						

TPP Payback to the General Fund	\$110,000						Resolution to use ARPA Interest to fund. Voted Not to approve on 12/20		
OTHER ARPA MATTERS									
Application Submitted to US Treasury on 12/22/2022 - \$50K for two years FY '22 Local Assistance & Tribal Consistency Fund (LATCH) \$100,000 A, P OP & & '23 for general fund purposes except lobbying.									

		PRELIMINARY			
INVEST BALDWIN FORWARD		ONLY	Total		Allocated
	<u>Consideration</u>	<u>Allocated</u>	Distribution	<u>Approved</u>	Not Approved
Infrastructure Roads	\$3,000,000.00	\$3,000,000.00	6.92%	\$0.00	\$3,000,000.00
Infrastructure Storm Water / Water System	\$19,448,489.00	\$11,448,489.00	26.40%	\$4,698,489.00	\$6,750,000.00
Facilities	\$6,114,441.00	\$11,129,841.00	25.67%	\$1,607,717.00	\$9,522,124.00
Environmental	\$6,204,000.00	\$6,204,000.00	14.31%	\$204,000.00	\$6,000,000.00
Outside Agency Support	\$3,243,795.00	\$797,815.00	1.84%	\$46,000.00	\$751,815.00
Economic Development	\$1,300,000.00	\$1,300,000.00	3.00%	\$1,000,000.00	\$300,000.00
Personnel	\$6,303,477.74	\$6,303,478.00	14.54%	\$6,303,478.00	\$0.00
Equipment and Training	\$1,031,693.40	\$1,031,693.80	2.38%	\$746,693.80	\$285,000.00
Administrative	\$1,899,392.28	\$1,899,393.00	4.38%	\$1,899,393.00	\$0.00
	Remaining to Allocate	\$245,878.20	0.57%		
	Remaining to Approve	\$26,854,817.20			
	Enumerated Uses	(\$1,010,413.00) \$24,296,573.40			
	Revenue Replacement	\$1,256,291.20		\$2,558,243.80	

American Rescue Plan Act (ARPA) Update

This update accompanies the revised ACCA/IAC Project Draft Uses Work Page as provided by ACCA/IAC (see attached).

Enumerated Uses

WATER/SEWER/STORMWATER

Boros Road: Right-of-way acquisition ongoing with project bidding slated for the second or early third quarter of 2023.

Stormwater Projects: Eligible Projects under consideration:

Commission Approved the following projects for Design and Bid prep on 12/20/2022:

- Turberville Bank Stabilization, Spanish Fort, AL (\$700,734)
- Surfside Shores Drainage Improvements, Gulf Shores, AL (\$2,763,273)

Highway Department working on Right-of-Way and Cost Estimates

- Red Gully Streambank Stabilization, Daphne, AL (\$2,500,000)
- Faircloth Road Drainage Improvement Project, Lillian, AL (\$1,500,000)
- CR 28, Magnolia Springs, AL (\$750,000)

Silverhill Water Tower Project:

Town of Silverhill has requested \$1Millon for an approximately \$2 Million new water tank to address rapid growth and strain on current system. The ARPA SLFRF Water and Sewer Infrastructure Funding Request has been sent to IAC for eligibility determination by LaBella. Commission agreed to move forward with a Pre-Award Resolution and the Pre-Award process if LaBella deems the project eligible at 12/19/2022 work session.

Summerdale Water Tower Project:

Commissioner Ball requested that Summerdale be considered for a similar project like Silverhill for Summerdale at the 12/19/2022 work session. The ARPA SLFRF Water and Sewer Infrastructure Funding Request has been sent to IAC for eligibility determination by LaBella. Commission agreed to move forward with a Pre-Award Resolution and the Pre-Award process if LaBella deems the project eligible at 01/04/2022 work session.

PREMIUM PAY

Ongoing to eligible employees, with payments to end December 2022.

VENTILATION PROJECTS

Bay Minette Probate Office: Commission approved an allocation of up to \$947,307 per Resolution 2022-170 on 9/20/2022. A professional services agreement with LaBella Associates further allocated \$70,000 of this amount at the 10/18/22 Commission Meeting per Resolution 2023-12. LaBella submitted the following tentative schedule for design/bidding/construction:

11/10/2022 - Site Visit

12/2/2022 - Existing Conditions Report

2/3/2023 - Construction Documents

3/1/2023 - Issue for bid

8/31/2023 - Construction Completion

Fairhope Courthouse: Assessment report from JMR+H Architecture, PC was received on December 5, 2022. The report is currently pending with JMR+H Architecture, PC. The report identified \$669,000 of improvements in the replacement of HVAC systems operating beyond the designed useful life and in other significant air quality enhancements. In addition, the assessment identified approximately \$56,000 in touchless restroom upgrades. These various items are eligible under the enumerated uses. The Commission agrees to consider architectural services for HVAC project at 12/19/2022 work session. Request for design proposal sent to JMR&H on 1/10/2023. Requested response 1/20/2023.

Board of Education: Assessment completed in June 2022, with future action pending further discussions with the Board to determine the best course of action. Since the December 5^{th} update, one of the HVAC units failed at the BOE building. Building maintenance is looking into a quick fix as carbon monoxide can intrude into the building. On 12/12/22, a request to submit a price quote from JMR&H, a prequalified architectural firm by IAC, sent for design and project services based on the June 2022 assessment. On 12/19/22, JMR&H submitted

a proposal of 8.14% of construction discounted from 9.25% of the state fee schedule, on 12/19/22. Project to Move Forward 01/04/2023.

BRATS Bay Minette Transit Hub:

Survey completed by Building Maintenance and submitted to ICA for Assessment. Site Assessment with JMR&H set for 12/30/2022.

Additional County Owned Facilities

Commission can identify more County-owned facilities with needed ventilation projects to be assessed for ARPA eligibility. IACs only requirement is the County only submit three locations at a time for review and consideration. Commission agreed to submit three more locations for assessment by IAC at the 12/19/2022 work session. Building Maintenance requested to fill out initial surveys for locations 12/22. \$4M Placeholder for a starting point of Allocation.

List of Other Buildings (current status shown):

- 1. Bay Minette Courthouse (Selected for Assessment)
- 2. Foley Courthouse (Selected for Assessment)
- 3. Central Annex (Selected for Assessment)
- 4. Health Department Robertsdale (on hold)
- 5. Revenue Building Bay Minette (on hold)
- 6. Administration Building Bay Minette (on hold)
- 7. DHR Building Robertsdale currently owned by Public Building Authority (on hold)

OTHER COVID-19 CONSTRUCTION/RENOVATION

Magnolia Landfill Recycle Facility Touchless Components: RFP release on 11/16/22 and received 12/20/22. Three responses received. RFP was design/build and not design only, which raises some issues with the procurement process.

Courthouse Outdoor: ACCA/IAC has provided an assessment report from Scout which provides two separate options which can be combined or done separately: Option #1 - Estimated cost **(Atrium Canopy)** is \$870,955 Option #2 - Estimated cost **(Atrium Canopy with Enclosing Side Ramps)** is \$948,830. Staff requested ACCA/IAC prepare an analysis of the proposed alternatives on 10/12/22 to determine 1) the need to be addressed, 2) the capital expenditure appropriate to meet the need and 3) a comparison of capital expenditure to the cost of alternative expenditures that would address this need. Updated cost options received from Scout. Completion of the eligibility analysis from IAC is pending. Funding set aside for project 1/04/2023. Move forward once official determination received. PH&J requested to provide design cost proposal 01/10/2023.

Touchless Restroom Upgrades: For buildings being assessed for ventilation / HVAC improvements, these upgrades have been or will be incorporated. For all other buildings, the Building Maintenance Department has identified those facilities shared between staff and the public for prioritization. Staff has met with an architect (as prequalified through ACCA/IAC for Architectural/Engineering Services associated with renovations to courthouses/administrative buildings) to discuss the need for compliance with the Americans with Disabilities Act as well as ARPA public health-specific requirements. The Commission previously allocated \$88,505 for equipment only; however, this was based on the purchase of equipment only, utilizing staff labor to install. Equipment costs have likely increased since the initial estimate and the need to utilize professional design services and contract labor will require additional funds as well. Feasibility Study Agreement for Design & Scope Approved for \$14,200 with PH&J at 12/20/2022 Meeting.

Ionizers in Buildings: Need to identify buildings for assessment by ACCA/IAC, noting that further evaluation will be subject to the finalized list of buildings to receive ventilation improvements. Effectiveness questionable. Remove from consideration 1/4/2020.

Mental Health Jail Renovations: ACCA/IAC has confirmed the use of revenue replacement funds for a feasibility study to evaluate a possible mental health wing. Specifically, an architect is needed to fully evaluate various options/costs/disability accessibility. Staff initially met with PH&J Architects, Inc. (architect for the ongoing jail project) on 10/20/22 to discuss undertaking a feasibility study of the old jail, since the new jail is under construction and was not procured using federal bidding and contracting requirements. PH&J subsequently met with County staff and the Sheriff's office on 10/26/22 to obtain additional information to inform the proposed scope of work. Feasibility Study Agreement for Design & Scope Approved for \$5,000 with PH&J at 12/20/2022 Meeting. \$1M Placeholder for a starting point of Allocation.

Partitions in County Buildings: Staff has consulted with ACCA/IAC regarding projects for seven different departments at various locations. Due to difficulties securing quotes and avoiding possible issues under State procurement (dividing like items to avoid formal bidding), staff has contacted ACCA/IAC's prequalified vendors for the cost proposal of hiring an architect to design/bid/oversee construction. Staff has received the design cost proposal from PH&J for 6.5% of construction costs. Architect Agreement ready for consideration. The design cost will not be known until the bids are received for the following four departments:

- Highway Department (Robertsdale)
- Revenue Commission Department (Robertsdale, Foley, and Fairhope)
- Archives (Bay Minette)
- Juvenile Detention Center (Bay Minette)

Commission approved the following facilities on November 1, 2022:

- COA (Vaughn SAIL Center) Alabama Correctional Industries (ACI) Cost: \$1,133
- Building Inspection Department (Robertsdale) One Cut Glass, LLC \$49,327 The Public Works Services Contract is pending Commission action on the December 5, 2022, meeting.

AID TO NONPROFITS

PATH Program: ACCA/IAC and County staff have spoken with Beth Biggs, Family Promise Director, regarding the use of ARPA funds for a mental health crisis response team (comprised of AltaPointe professional staff) for Baldwin County, similar to the PATH Team in Mobile County. This team would serve residents by responding to individuals experiencing a mental health crisis for onsite evaluations and referrals to emergency in-patient care (as appropriate) in lieu of an incarceration setting. The annual \$350k requested funding would be used to hire four additional professional staff members who would work rotating 12-hour shifts. Funding for this additional staffing will enable the provision of outpatient services during extended hours during the week and on all weekends, with 24-hour access to on-call staff. This additional staffing will also free up resources needed for responses with law enforcement in the event of a mental health, substance use, or homelessness crisis, as well as mental health training for law enforcement personnel. Finally, the additional staffing will allow AltaPointe to begin providing case management services for individuals experiencing homelessness in Baldwin County that are similar to the case management services provided by AltaPointe's PATH team in Mobile County. AltaPointe expressed concerns about staffing up this team temporarily using ARPA funds, if the County would not be willing to continue to fund the program after December 31, 2024. At the 12/5/22 meeting, the Commission requested representatives from AltaPointe be invited to attend the 12/19/22 work session to further discuss this request. Traci Jones, CFO for AltaPointe Health responded 12/7/22 to the invitation indicating that team members will be present at the 12/19/22 meeting to discuss the program. After Altapointe answered questions and committed to finding resources for beyond the first two ARPA years, the Commission agreed to move forward with a funding agreement with ARPA funds for the PATH Program at the 12/19/22 work session. Conference Call with IAC and AltaPointe for discussion of measurements and milestones for program to incorporate into an agreement to determine meeting of goals and level of success on 1/05/2023. IAC working on draft agreement.

Nonprofit Applications: County staff sent the applications to the following requested nonprofits on 9/28/22 and a follow-up email was sent on 10/31/22: **Child Advocacy Center, Prodisee Pantry, Feeding the Gulf Coast, Shoulder Drug & Alcohol, The Landing, Dream Center, Family Promise, and Historic Blakely Authority (Revenue Replacement only). An application was forwarded to AltaPointe on 10/24/22 (also see below).. Staff received the following applications that are currently under review by IAC:**

Based on Initial Review and Discussion at 1/4/2023 work session

- Child Advocacy Center Overall Financials support financial hardship. Moving forward with additional consideration
- AltaPointe Overall Financials not necessarily supporting financial hardship; however, additional financial indicate hardship. Entity already up for consideration for \$700K for PATH. Not moving forward with this additional \$955K request.
- Family Promise of Baldwin County Overall Financials not supporting financial hardship. Can consider support of services as a Subrecipient. Not moving forward with additional consideration.
- Prodisee Pantry

 Overall Financials not supporting financial hardship. Can consider support of services as a Subrecipient. Not moving forward with additional consideration.
- Feeding the Gulf Coast- Overall Financials not supporting financial hardship. Can

490

- consider support of services as a Subrecipient. Not moving forward with additional consideration.
- The Dream Center– Entity did not operate prior to start of pandemic, so basically, not eligible for financial hardship. Can consider support of services as a Subrecipient. Not moving forward with additional consideration.

COVID-19 Mitigation/Healthcare

Insurance Costs: Ongoing

COVID-19 Leave: Completed

GOVERNMENT RESILIENCY

Tyler Technologies: Completed

Electronic Document Management System: Funds set aside for now Additional Information and data needed for further consideration 1/4/2023.

ADMINISTRATIVE COSTS

Ongoing

HOUSEHOLDS & COMMUNITIES

Baldwin Family Village Foundation: Baldwin Family Village Foundation has purchased and renovated a facility in Fairhope and plans to provide transitional housing (i.e., temporary housing with supportive services for homeless persons) at this location. The Commission has preliminarily indicated that up to \$500,000 could be provided, contingent upon a determination of ARPA eligibility. ACCA/IAC and County staff met with the Baldwin Family Village Foundation and Dumus Wesley staff on 10/21/22 to discuss funding logistics. An evaluation has been provided by ACCA/IAC noting the Federal Housing Act relative to the fact that Baldwin Family Village will exclusively serve women and women with children. This is pending County legal review. A WebEx was held on 12/8/22 with Baldwin Family Village and the County Attorney. Ron Andress with Housing First is going to reach out to his contact at HUD to determine the best course of action regarding questions with potential conflicts with ARPA requirements.

BCC DEPARTMENT FUNDING REQUESTS

BRATS Pre-Pandemic Staffing Levels: In the following outreach to all department heads, a request was made for the evaluation of certain projects under ARPA. BRATS requested ARPA funding to provide transit driver staffing to pre-pandemic levels. ACCA/IAC has reviewed and advised that real ARPA funds can be used to hire or rehire hire employees for the same budgeted positions that existed on January 27, 2020, but that were unfilled or eliminated as of March 3, 2021. Additional information is needed to inform the number of positions and potential costs. At the 12/5/22 meeting, Commission requested staff calculate the prepandemic staffing levels and bring it back before them.

Juvenile Detention Center Mental Health Cells: JDC has requested ARPA funds for two padded cells. Due to Americans with Disabilities Act (ADA) requirements and the fact that the estimated cost is over the public works bid threshold of \$50K, the Commission authorized staff to request a cost proposal for a feasibility study through ACCA/IAC's prequalified Architectural/Engineering vendors. Feasibility Study Agreement for Design & Scope Approved for \$1,500 with PH&J at 12/20/2022 Meeting.

Revenue Replacement Funds

Old Vaughn School: Capital improvements necessary to provide a vaccination site would qualify for "real ARPA" funding; however, a justification would be needed to document the costs and that the proposed work is reasonably related and proportional to the impact/harm to be addressed. This would include documenting that there is no alternative facility or another suitable solution that can be implemented at a more reasonable cost. County staff submitted justification to IAC on 10/11/22 regarding the lack of an alternate facility suitable for a mass vaccination site due to the current ownership, square footage to properly social distance, and the risk of dispersing COVID-19 or other viruses in facilities that host senior citizen events. ACCA/IAC has advised that further evaluation is needed and (upon consultation with County staff) has requested that Scout Program Management assess this site and alternatives for budgeting and planning purposes. Scout conducted an on-site

evaluation on 11/21/22. Cost Estimate of \$1,385,465 received from Scout 12/28. With challenges meeting Enumerated Uses requirements, a focus shift to consider as County Facility for Multi-Use. Moved to Revenue Replacement 1/4/23.

Magnolia Landfill Recycle Facility Design: Ongoing. Added \$1,500,000 for HVAC/Ventilation at 1/04/2023 work session.

Lexipol Law Enforcement Training: Resolution Allocating Funds for Use approved 12/20/2022.

Corte Road Extension: Need to discuss use of approximately \$3M in revenue replacement funds for this proposed project. Likely would be considered under new authorized uses by Congress. Treasury Guidance due first part of March.

Courthouse Security: On behalf of ACCA/IAC, Scout Program Management conducted an onsite inspection at the courthouse and met with County staff to discuss the parameters of the potential project. The cost proposal from the assessment is \$589,550. Commission indicated to move forward with the project on 12/05/22. PH&J submitted a Design Proposal of 9.625% along with Cost Estimator fee of \$4,500 for total estimate of \$53,843

Gateway Initiative: ACCA/IAC staff, along with County staff, participated in a call with Ed Bushaw, Executive Director of the South Baldwin Workforce Development Authority on 9/30/2022 regarding a training facility for early childhood development, a transportation hub, and subsidized workforce housing for those enrolled in hospitality and education programs. The Authority requested approximately \$270,000 for the project master plan and approximately \$30,000 for the economic impact study. On 10/31/22 Commission requested the Gateway Initiative funding be held off until more is known about the City of Foley's property donation. Representatives from the City of Orange Beach, the Gulf Shores and Orange Beach Tourism (CVB), the City of Foley, and the Gateway Initiative were in attendance at the December 19th work session. The Commission chose to move forward the steps necessary to fund the Gateway Initiative request. IAC provided the notice needed to be published for the proposed expenditure of revenue replacement funds for an economic development purpose under the authority of Amendment 772, a draft agreement, and a resolution to approve the final agreement on 12/30/2022. Public Meeting Ad published January 13-18 and will be held at the 2/7/23 Commission Meeting.

BRATS Transportation Costs for South Baldwin Workforce Campus: In the following outreach to all department heads, a request was made for the evaluation of certain projects under ARPA. BRATS requested ARPA funding to provide transportation costs for the South Baldwin Workforce Campus (housing, training, childcare), transporting employees from the campus to employers in Gulf Shores/Orange Beach (note that this is related to the Gateway Initiative above). Additional information is needed for ACCA/IAC to determine if this would be an appropriate use of revenue replacement funding under Amendment 772. Further discussions are needed to clarify project details. Removed at 01/04/2023 work session after short discussion. Campus still in planning stages.

Planning & Zoning Request: In the following outreach to all department heads, a request was made for the evaluation of certain projects under ARPA. Staff reviewed relative to the use of real ARPA funds and forwarded potential projects to ACCA/IAC for further review. ACCA/IAC confirmed that projects were not eligible for funding using real ARPA funds; however, the following can be funded under revenue replacement. Commission feedback is needed regarding the potential use of revenue replacement dollars for these projects, noting that we do not have information on potential costs at this time. After some discussion 01/04/2023, remove from consideration.

- Funding to inventory and map stormwater facilities within MS4 areas and within the rest of the County (awaiting cost proposal)
- Pave or gravel dirt roads identified in the Environmental Advisory Committee Dirt Road Study (awaiting completion of the study to identify roads)
- Fund County Strategic Plan Strategy for Countywide Water Quality Program (awaiting cost proposal)
- Complete Perdido Watershed Management Plan in Baldwin County (awaiting cost proposal)

Probate Judge Monitors: Probate has requested ARPA funds for tag/licensing computer monitors and is in the process of getting CIS to provide pricing. These monitors will aid in providing personalized license plates and provide a means by which to adjust font size and screen contrast/color for visually impaired persons. Staff is awaiting further details and cost estimates. Commission requested to discuss the monitors submitted for ARPA with the

Probate Office during the December 19, 2022, Commission work session. They are requesting a full scope outlining the monitors' advantages and a cost estimate. The Probate Office could not attend that meeting but can make the January 4, 2023, meeting. Probate Office requested to remove from consideration on January 3, 2023.

Baldwin Mega Site Industrial Park Southern Entrance Improvements: A time sensitive request to utilize \$1,000,000 of the County's ARPA revenue replacement funds for construction of a south access road into the Novelis development. The funds shall be used to cover the County's internal cost for the construction of the road by the Baldwin County Highway Maintenance Staff. The funds are also to cover the cost of materials and other services related to the project, provided that these materials and services are acquired per applicable procurement requirements. Resolution Allocating Funds for Use approved 12/20/2022.

Revenue Commissioner - Requested consideration for swipe card access for all exterior doors for our Bay Minette office (excluding main entrance) and all exterior doors in our Robertsdale Appraisal office (old 911). Also, exterior security cameras for the appraisal office. They are estimating \$30k will cover it. Email request 01/04/2023

Infirmary Health Staff Button Badges – additional information to be provided by Infirmary Health and IAC reviewing eligibility questions as an entity. Request at 01/04/2023 work session.

AID TO NONPROFITS

The Historic Blakeley State Authority submitted the application to staff on 11/9/2022. ACCA reviewed the application and deemed it eligible for revenue replacement funds. The Historic Blakeley State Authority requested \$46,000 in financial hardship. Resolution Allocating Funds for Use approved 12/20/2022.

Cleanstrike Foggers: Completed

Motorola Equipment and Additional Bandwidth: Completed

OTHER ARPA MATTERS

Lehman Road: Upon recommendation of staff and IAC, the Commission selected to use interest earned on ARPA funds to fund this \$12,084 project, which does not carry the program requirements and monitoring of enumerated or revenue replacement, as a better use of resources. The resolution was reviewed by IAC and the County Attorney for use of ARPA revenue replacement funds and is pending Commission approval for the 12/20/22 meeting. The item removed 12/19/2022 to resolve issue with the request and documentation amounts not matching. Corrected Amount of \$10,084 read for consideration a /1/17/2023 Meeting.

TPP Payback: Commission accepted the staff recommendation for use of ARPA interest income, which does not carry the program requirements of enumerated or revenue replacement to reimburse the general fund and other departmental funds of the Temporary Premium Pay for employees exceeding the income threshold. The resolution was reviewed by IAC and the County Attorney for use of ARPA revenue replacement funds and is pending Commission approval for the 12/20/22 meeting. Commission voted not to approve 12/20/2022.

Local Assistance & Tribal Consistency Fund (LATCH)

U.S. Treasury has announced that Baldwin County is eligible for \$100,000 (\$50,000 for Fiscal Years 22 & 23 each) in LATCH funds (under ARPA) that can be used for any governmental purpose except for lobbying. Generally, this means that Baldwin County may use these funds in the same way it uses funds generated by local revenues. Funds must be requested through the Treasury submission portal no later than January 31, 2023, but there is no hard deadline to expend funds. Commission approved to Apply 12/20/2022. Application Submitted to U.S. Treasury on 12/22/2022.



Baldwin County Commission

Agenda Action Form

Meeting Type: BCC Regular Meeting

Meeting Date: 1/17/2023 Item Status: Addendum

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

Submitted by: Anu Gary, Administrative Services Manager

ITEM TITLE

Sublease Agreement with Highland Construction, LLC d/b/a The Addison Group for Office Space for Baldwin County Legislative Delegation

STAFF RECOMMENDATION

Take the following actions:

1) **Rescind** the action taken by the Commission on December 20, 2022, which approved as follows:

"Approve a Sublease Agreement between the Baldwin County Commission and Highland Construction, LLC, an Alabama limited liability company d/b/a The Addison Group, for office space in The First Bank Building, located at 25556 Canal Road in Orange Beach, Alabama, to be utilized by the Baldwin County Legislative Delegation, in the monthly amount of \$391.00, paid by the Baldwin County Legislative Delegation.

The Lease Agreement will be effective on February 1, 2023, and continue for four (4) years unless sooner terminated by either party as provided in the agreement."

2) **Approve** a Sublease Agreement between the Baldwin County Commission and Highland Construction, LLC, an Alabama limited liability company d/b/a The Addison Group, for office space in The First Bank Building, located at 25556 Canal Road in Orange Beach, Alabama, to be utilized by the Baldwin County Legislative Delegation, in the monthly amount of \$391.00, paid by the Baldwin County Legislative Delegation.

The Lease Agreement will be effective on March 1, 2023, and continue for four (4) years unless sooner terminated by either party as provided in the agreement.

BACKGROUND INFORMATION

Background: Approval of changes to sublease is forthcoming from BC Legislative Delegation.

The Addison Group notified staff on January 10, 2023, that the effective date of the sublease lease agreement would have to be moved to March 1st due to delays in permitting and construction. Staff recommends the Commission rescind its previous action and approve a new Sublease Agreement with a revised effective date of March 1st as requested by The Addison Group.

Previous Commission action/date: 12/20/2022, BCC Regular Meeting - The Commission approved a Sublease Agreement between the Baldwin County Commission and Highland Construction, LLC, an Alabama limited liability company d/b/a The Addison Group, for office space in The First Bank Building, located at 25556 Canal Road in Orange Beach, Alabama, to be utilized by the Baldwin County Legislative Delegation, in the monthly amount of \$391.00, paid by the Baldwin County Legislative Delegation. The Lease Agreement will be effective on February 1, 2023, and continue for four (4) years unless sooner terminated by either party as provided in the agreement.

FINANCIAL IMPACT

Total cost of recommendation: \$391.00 monthly rent including utilities, total amount of \$4,692 annually.

Budget line item(s) to be used: Baldwin County Legislative Delegation account 10451904.52210

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

LEGAL IMPACT

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

Reviewed/approved by: Approved by County Attorney previously for the initial approval of the sublease agreement on December 20, 2022. Only change made by staff is the effective date and a correction of a typo. 01/12/2023 akg

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: N/A

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

Administration email formal correspondence and a copy of fully executed sublease agreement to The

Addison Group and BC Legislative Delegation. Keep original agreement in Administration contract

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files.

•Cliff McCollum, Baldwin County Legislative Delegation

•Mike Addison, The Addison Group <u>mike@addisongroup.build <mailto:mike@addisongroup.build></u> and <u>lorie@addisongroup.build</u> <mailto:lorie@addisongroup.build>

Cc: Ron Cink
Cian Harrison
Eva Cutsinger
Amanda Cunningham

Additional instructions/notes: Emailed revised agreement to Mike Addison and Cliff McCollum for signatures on 01/12/2023. Original signature pages should be delivered to Admin. prior to meeting. akg

STATE OF ALABAMA)
COUNTY OF BALDWIN)

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT ("Sublease") is made this _____ day of _____, 2023 ("Effective Date"), between HIGHLAND CONSTRUCTION, LLC, an Alabama limited liability company d/b/a The Addison Group ("Sublessor"), and THE BALDWIN COUNTY COMMISSION on behalf of the Baldwin County Legislative Office, a political subdivision of the State of Alabama ("Sublessee"). Sublessor and Sublessee shall sometimes be referred to herein, collectively, as the "Parties."

WHEREAS, Sublessor entered into that certain lease agreement ("Master Lease") with THE FIRST BANK (the "Landlord"), a copy of which is attached hereto as **Exhibit A**, pursuant to which Sublessor leases the following described premises, consisting of approximately 1,572 square feet of office space, identified as the "Eastern Suite" located on the Second Floor of The First Bank, Orange Beach Branch (the "Building"), at 25556 Canal Road in Orange Beach, Baldwin County, Alabama, from Landlord;

WHEREAS, Sublessor desires to sublease a portion of the Building, consisting of approximately 276 rentable square feet, as set forth herein, to Sublessee for use by the Baldwin County Legislative Delegation on each and every condition, provision and requirement of the Master Lease, and Sublessee desires to so sublease the same from Sublessor; and

WHEREAS, Landlord has consented to Sublessor subleasing the Premises to Sublessee on the terms and conditions herein.

NOW, THEREFORE, in consideration of, and subject to, the terms and conditions hereof, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

- 1. <u>Sublease</u>. Sublessor hereby transfers, assigns, and sublets to Sublessee, and Sublessee hereby subleases from Sublessor, the following described portion of the Building consisting of approximately 276 rentable square feet of the "Eastern Suite" of the Building located on the Second Floor of The First Bank, Orange Beach Branch, at 25556 Canal Road in Orange Beach, Baldwin County, Alabama, as depicted on **Exhibit B** attached hereto and incorporated herein by reference (the "Premises").
- 2. <u>Term.</u> The term of this Agreement (the "Term") shall begin on **March 1, 2023** ("Commencement Date") and shall continue for a period of **four (4) years**. Sublessee shall be entitled to the use and occupation of the Premises throughout the Term.
- 3. **Option to Renew.** Sublessee shall have the option to renew the Term for one (1) additional term of four (4) years, without escalation of rent, by delivering notice in writing at least ninety (90) days before the expiration of the Term of Sublessee's desire to renew the Term.
- 4. **Rent.** Commencing on the Commencement Date and continuing through the last day of the Term, Sublessee hereby agrees to pay monthly rent to Sublessor in the amount of \$391.00, based on a rate of \$17.00 per square foot, at the address provided herein. Rent shall be due, in advance, on the first (1st) day of each month during the Term. Sublessor covenants that it will promptly transmit such rental amounts to Landlord without setoff or deduction of any kind or amount. Sublessor agrees that all rent, fees,

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charges, damages, or other expenses referenced herein are being paid on behalf of the Baldwin County Legislative Office and paid to Lessor from the special fund created for the Baldwin County Legislative Office pursuant to §45-2-244.183 of the <u>Code of Alabama</u> (1975). Notwithstanding anything written herein to the contrary, all commitments made herein by Sublessee shall be subject to the availability of such Baldwin County Legislative Delegation funds.

- 5. <u>Utilities</u>. During the term hereof, Sublessor shall be responsible for providing, and the cost of, electricity and all other utilities used in or on the Premises.
- 6. <u>Termination</u>. In the event of a breach of any obligation or covenant under this Agreement, the non-breaching party may give the breaching party written notice of the specifics of the breach, and the breaching party shall have fourteen (14) days in which to cure the breach. If the breach is not cured within such period, the non-breaching party may terminate this Agreement and shall be entitled to pursue any remedies it may have due to the breach. Notwithstanding the foregoing, Sublessee may terminate this Sublease, with or without cause, prior to the expiration of the Term by delivering thirty (30) days' written notice of such intent to Sublessor.
- Miscellaneous. Except to the extent modified by this Agreement: (a) the terms, covenants, conditions, rights and obligations set forth in the Master Lease are hereby incorporated by reference; (b) every term, covenant, condition, right and obligation of the Master Lease binding on or inuring to the benefit of Landlord shall, in respect of this Agreement, be binding on or inure to the benefit of Sublessor, and every term, covenant, condition right and obligation of the Master Lease binding on or inuring to the benefit of "Lessee" under the Master Lease (i.e., Sublessor) shall, in respect of this Agreement, be binding on and inure to the benefit of Sublessee; and (c) whenever the term "Lessor" appears in the Master Lease, the word "Sublessee" shall be substituted therefore; whenever the word "premises" appears in the Master Lease, the word "Sublessee" shall be substituted therefore; and whenever the word "premises" appears in the Master Lease, the Word "Sublesseed Premises" shall be substituted therefore.
- 8. <u>Notices.</u> All payments and notices permitted or required under this Sublease shall be in writing and shall either be served personally, sent by prepaid certified or registered mail, or sent by nationally recognized commercial courier for next business day delivery to the address of the parties below specified, or at such other address as may be given by written notice in the manner prescribed in this paragraph:

HIGHLAND CONSTRUCTION, LLC		
c/o		
BALDWIN COUNTY COMMISSION		
c/o		

9. <u>Counterparts</u>. This Agreement may be executed separately and independently in any number of counterparts and each and all of which together shall be deemed to have been executed simultaneously and regarded as one agreement dated the Effective Date. Facsimile or other electronic signatures (including pdf) shall be treated as originals.

10. Authorization of Payment from Special Fund. Pursuant to Section 45-2-220.05(b) of the Code of Alabama (1975), the Baldwin County Legislative Delegation hereby authorizes disbursements from the special fund to be made by the Baldwin County Commission to the Sublessor and the Baldwin County Commission general fund for the purpose of paying all rent, fees, charges, damages, or other expenses incurred by the Baldwin County Commission pursuant to this Sublease. The parties hereto acknowledge and agree that the Baldwin County Commission shall not be responsible for any expenses incurred pursuant to this Sublease, 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 Sublease or shall pay Sublessor directly from the special fund. 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 Sublease, this Sublease 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 all rent, fees, charges, damages, or other expenses incurred pursuant to this Sublease through and including the date of such termination.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals as of the Effective Date.

BALDWIN COUNTY LEGISLATIVE DELEGATION

		By:	Date	
		Its:		
STATE OF ALABAMA)			
COUNTY OF BALDWIN				
who is known to me, acknow	ledged before me	on this the day that, bein	in and for said County in said said said said said said said said	e instrument
Given under my han	d and seal this	day of	, 202	
		Notary Public, Baldw My Commission Exp	in County, Alabama	

BALDWIN COUNTY COMMISSION

		By:Charles F. Grube Its: Chairman	er
ATTEST:			
By:			
STATE OF ALABAMA COUNTY OF BALDWIN)		
Charles F. Gruber as Chairman Director/Interim County Admi signed to the foregoing instrumbeing informed of the contents authority on this day, executed to	of the BALDWIN nistrator of the E nent and who are s of this instrume the same voluntar	SALDWIN COUNTY known to me, acknown th, they, in their capacity for and as the act of	anty and State, hereby certify that SION, and Ronald J. Cink as Budget COMMISSION, whose names are yledged before me on this day that ities as such officers and with full said Baldwin County Commission.
Given under my hand	and seal this		, 202
		•	vin County, Alabama

SUBLESSOR

HIGHLAND CONSTRUCTION, LLC d/b/a The Addison Group

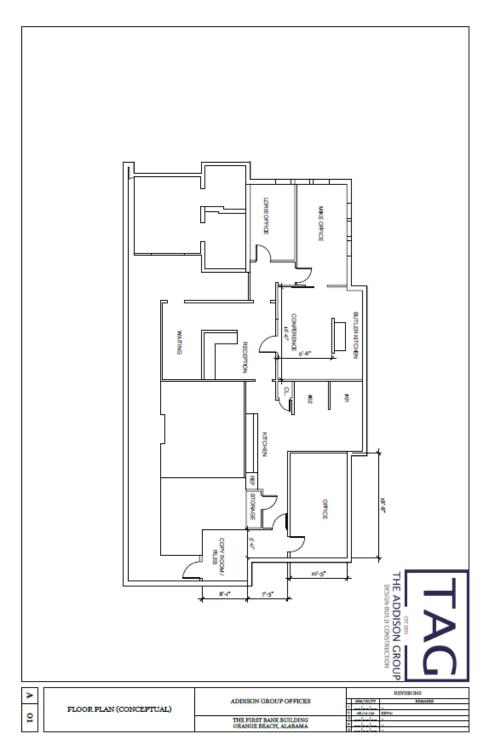
		By:	
		Print Name:_	
		Its:	
STATE OF ALABAMA)		
COUNTY OF BALDWIN)		
	, wh	ose name as	anty and State, hereby certify that of HIGHLAND
to me, acknowledged before	me on this day that	t being informed of the	going instrument and who is known contents of this instrument, he, in ted the same voluntarily for and as
Given under my har	d and seal this	day of	, 202
		Notary Public, Baldw	•
		My Commission Exp	orres:

EXHIBIT "A"

[MASTER LEASE]

EXHIBIT "B"

[PREMISES]



LEASE AGREEMENT

THIS INDENTURE OF LEASE, made and entered into this <u>15</u> day of <u>July, 2022</u>, by and between <u>The First Bank</u> (hereinafter referred to as "LESSOR"), whose authorized agent is Stirling Properties, LLC., One St. Louis St., Suite 4100, Mobile, Alabama 36602, and <u>Highland Construction, LLC</u>, <u>d/b/a The Addison Group</u> (hereinafter referred to as "LESSEE")

WITNESSETH THAT:

ARTICLE 1 PREMISES The parties hereto, for the considerations hereinafter set forth do hereby covenant and agree as follows: LESSOR hereby leases unto LESSEE the following described premises (hereinafter called "Premises"), described as approximately 1,572 square feet of office space, identified as the "Eastern Suite" located on the Second Floor of The First, Orange Beach Branch (hereinafter called "Building"), located at 25556 Canal Rd in Orange Beach, Alabama. Attached hereto as a part hereof is "Exhibit A", which further identifies the Premises.

ARTICLE 2 EXAMINATION OF LEASE Submission of this instrument for examination or signature by LESSEE does not constitute a reservation of or option for lease, and this instrument shall not become effective as a lease or otherwise until execution and delivery by both LESSOR and LESSEE.

ARTICLE 3 TERM AND COMMENCEMENT The term of this Lease shall be for a period of <u>FIVE (5) years</u>, commencing on the date in which the improvements to the Premises are complete, and a certificate of occupancy has been issued. Upon Confirmation of such date, LESSOR and LESSEE shall executed a supplemental Commencement Date Agreement.

ARTICLE 4 RENTAL

- (1) LESSEE shall pay LESSOR as rental for the Premises for the whole term hereof the sum of One Hundred and Thirty-Five Thousand Nine Hundred and Seventy Eight Dollars & No/00 (\$135,978.00) Dollars, plus the additional payments and sums hereinafter provided. The said rental of Twenty-Six Thousand Seven Hundred and Twenty-Four (\$26,724) Dollars annually is payable for years 1-3 in twelve (12) equal monthly installments of Two Thousand Two Hundred and Twenty-Seven Dollars (\$2,227.00) each, Twenty-Seven Thousand Five Hundred and Ten (\$27,510) Dollars annually is payable for year 4 in twelve (12) equal monthly installments of Two Thousand Two Hundred and Ninety-Two & 50/100 (\$2,292.50), and Twenty-Eight Thousand Two Hundred and Ninety-Six (\$28,296) Dollars annually is payable for year 5 in twelve (12) equal monthly installments of Two Thousand Three Hundred and Fifty-Eight (\$2,358), payable in advance on or before the first day of each month during the term hereof to LESSOR, or at such other place as LESSOR may in writing designate from time to time, without any prior demand therefore, and without any deduction or setoff whatsoever. A sum equal to the first month's rental installment shall be deposited with LESSOR in escrow and without interest until the term of this Lease commences, whereupon such sums shall be then applied by LESSOR as payment on the first rental installment hereunder.
- (2) If the term commences other than on the first day of a calendar month, then LESSEE shall pay pro-rata rent, in advance, for the period from such commencement date to the first day of the next following calendar month. Rent for such period shall be determined by multiplying the monthly rent under the preceding paragraph by a fraction, the numerator of which shall be the number of days in such period, and the denominator of which shall be the number of days in such calendar month. LESSEE shall also pay the rent as otherwise provided in this Lease.
- 3) In the event that any federal, state local or other governmental authority shall impose or assess any tax, levy or other charge on or against all or any part of the rentals paid or to be paid by LESSEE under the terms of this Lease, and LESSOR is thereby required to collect from LESSEE and/or pay such tax, levy, or charge to such authority, LESSEE covenants and agrees, within ten (10) days from written demand therefore, to pay to or reimburse LESSOR (as the case may be) all such charges as may be imposed or assessed, which, for the purposes of this Lease shall be deemed to be due from LESSEE as additional rent.
- (4) In the event any rent payment is not paid within five (5) days after the date on which such payment is due then LESSOR may collect, and LESSEE agrees to pay as part of such overdue payment, a late charge of Five Cents (\$.05) for each dollar so overdue. An additional late charge will be added to such payment for each thirty (30) day period it or any part of it remains unpaid.

ARTICLE 5 SERVICES AND FACILITIES SUPPLIED BY LESSOR

- (1) LESSOR agrees to furnish to the Building hot and cold water at points of supply provided for general use, heated and refrigerated air conditioning in season at reasonable temperatures and in reasonable amounts, electrical and elevator in the manner and to the extent deemed standard for the office-rental business by LESSOR
- (2) If LESSEE desires to have installed in the Premises any special facilities or equipment requiring other than normal electrical service for ordinary lighting and minor electrical appliances such as computers, small business and accounting machines, and other than the normal and regular service mentioned in Paragraph (1), LESSOR will, if reasonable possible, furnish such additional special facilities or equipment provided that LESSEE will pay LESSOR in advance for the cost of providing and installing any additional wiring equipment, meters and safety devices and the cost of any repairs, alterations, additions to, and refinishing of the Premises or Building so necessitated, and provided LESSEE shall pay all additional utility charges incurred thereby.
- (3) LESSOR shall not be liable to LESSEE in damages or otherwise for failure to perform any of the covenants on its part under this Article 5, nor shall temporary stoppages, temporary failures or interruptions of any of the services to be supplied by LESSOR unto LESSEE under this Article be construed as an eviction of LESSEE, work an abatement of rent, or relieve LESSEE from any covenant or agreement, but LESSOR agrees to diligently restore any services obliged to be provided by it hereunder when temporary failures, stoppages, or interruptions occur.

ARTICLE 6
SECURITY

LESSOR agrees to provide for reasonably secure access to the Building and Premises, but LESSOR shall in no event be liable for any theft or other loss of property occurring in or about the Premises or Building.

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ARTICLE 7 ADDITIONAL RENT See Special Stipulations, attached hereto as Exhibit "C".

ARTICLE 8
MAINTENANCE
AND
ALTERATIONS

LESSEE agrees to take good care of the Premises and not to allow or commit any waste with respect to the Premises or Building, and that upon termination of this Lease, by lapse of time or otherwise, LESSEE will surrender the Premises to LESSOR in as good condition as at the date of initial possession hereunder by LESSEE, ordinary wear and tear expected. Any damage to the Premises or Building resulting from acts or neglect of LESSEE or LESSEE'S agents, employees, patrons, or invites, shall be repaired, or replaced at LESSEE'S expense, and any alterations, physical additions or improvements, except movable office furniture, shall at once become the property of LESSOR upon termination of this Lease.

ARTICLE 9
ASSIGNMENT
SUB-LETTING

LESSEE agrees not to assign this Lease, nor allow it to be assigned, in whole or in part, by operation of law, or otherwise, or mortgage or pledge the same, or sub-let the Premises, or any part thereof, without the prior written consent of LESSOR, which consent shall not be unreasonable withheld. However, LESSEE shall not be relieved of any obligation under the lease agreement. Any Sublease or Assignment proceeds in excess of the rental amounts payable by LESSEE, as define in this Lease, shall be paid to LESSOR as additional rent.

ARTICLE 10 USE OF PREMISES

LESSEE agrees to maintain the Premises in a clean, orderly, healthful condition and to comply with all laws, ordinances, rules and regulations of all governmental agencies having jurisdiction over the Premises. LESSEE will not use, occupy or permit the use or occupancy of the Premises for any unlawful, disreputable, or hazardous purpose; or maintain or permit the maintenance of any public or private nuisance; or do or permit any act or thing which may disturb the quiet enjoyment of any other tenant of the Building; or keep any substance or carry on or permit any operation which might emit offensive odors into other portions of the Building; or use any apparatus which might make undue noise or set up vibration in the Building; or permit anything to be done which would increase the fire insurance rate on Building or contents. In the event of a pandemic, LESSOR and LESSEE shall adhere to safety and health guidelines established by the Centers for Disease Control and Prevention (CDC), as applicable to the use and occupancy of the Building.

ARTICLE 11 RIGHT OF ENTRY LESSEE agrees that LESSOR'S representatives shall have the right to enter all parts of the Premises at all reasonable hours to inspect, test, clean, make repairs, alterations and additions to the Building or Premises, which it may deem necessary or desirable or to provide any service which it is obligated to furnish tenants of the Building.

ARTICLE 12 SURRENDER OF PREMISES At the expiration of the tenancy hereby created, LESSEE shall surrender the leased Premises in the same condition as the leased Premises were in upon delivery of possession thereto under this Lease, reasonable wear and tear excepted and damage by unavoidable casualty excepted, and shall surrender all keys for the leased Premises to LESSOR at the place then fixed for the payment of rent and shall inform LESSOR of all combinations on locks, safes and vaults, if any, in the leased Premises. LESSEE shall remove all its trade fixtures and any alterations or improvements which LESSOR requests to be removed before surrendering the Premises as aforesaid and shall repair any damage to the leased Premises caused thereby. LESSEE'S obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this Lease.

ARTICLE 13 INDEMNITY LESSEE hereby covenants and agrees to indemnify and hold LESSOR harmless from and against any and all liability, claims, demands, loss or damage for injury to, or death of, any person or persons or damage to property in any way arising from or in connection with the occupancy or use by LESSEE of the Premises or any part thereof or occasioned wholly or in part by any act or omission of LESSEE, its agents, employees or invitees. LESSEE further agrees to indemnify and hold LESSOR harmless from all fines, suits, claims, demands and actions resulting from any breach, violation or nonperformance of any covenant or condition thereof by LESSEE or LESSEE's agents, employees or invitees. Notwithstanding the foregoing, LESSEE shall not be required to indemnify LESSOR to the extent any liability, claims, demand, loss or damage is caused by the gross negligence, willful misconduct or material uncured breach of this Lease by the LESSOR.

ARTICLE 14 EMINENT DOMAIN

(1) Entire Premises

If the whole of the Premises hereby leased shall be taken by any authority under the power of eminent domain, then this Lease shall terminate as of the day possession shall be taken by such authority, and all rent shall be paid up to that date with a proportionate refund by LESSOR of such rent as may have been paid in advance.

(2) Partial Taking of Premises

If less than 20 percent of the floor area of the Premises be so taken by eminent domain then this Lease shall terminate only as to the part so taken from the day possession shall be taken by such authority, and all rent shall be paid up to that day and thereafter the fixed minimum rent hereunder shall be proportionately adjusted.

(3) Substantial Taking of Premises

If more than 20 percent, but not all, of the floor area of the Premises be so taken, then this Lease shall terminate only as to the part so taken from the day possession shall be taken by such authority, and all rent shall be paid up to that day; provided, however, that LESSEE and LESSOR shall each have the right to terminate this Lease by giving written notice thereof within ten (10) days from the date such possession is taken by said authority. In the event LESSEE elects to remain in possession, and LESSOR does not so terminate, all of the terms herein provided shall continue in effect that the fixed minimum rent shall be proportionately adjusted.

(4) Substantial Taking of Building

If more than 50 percent of the floor area of the Building be taken under the power of eminent domain, whether or not the Premises or any part thereof be taken, LESSOR may, by notice in writing to LESSEE delivered within thirty (30) days after the day of surrendering possession to the authority, terminate this Lease, and rent



shall be paid or refunded, as of the date of termination.

(5) Damages

All damages awarded for such taking under the power of eminent domain, whether for the whole or a part of the Premises, shall be the property of LESSOR, including, but not limited to, such damages as shall be awarded as compensation for diminution in value of the leasehold and to the fee of the Premises; provided, however, that LESSOR shall not be entitled to any award made to LESSEE for loss of business, depreciation to and cost of removal of stock and fixtures. The term "eminent domain" shall include the exercise of any similar governmental power and any purchase or other disposition in lieu of, or under threat of, condemnation.

ARTICLE 15 RELEASE OF LIABILITY

LESSOR shall not be liable to LESSEE for any loss or damage to any person or property, including the person and property of LESSEE occasioned by theft, the acts of any co-tenant, leaks, casualty, rain, water, condensation, fire, acts of God, public enemy, injunction, riot, strike, insurrection, picketing, mob action, bombing, explosion, war, court order, latent defects, requisition or order of governmental authority, the construction, repair, maintenance or alteration of any part of the Premises or Building as a whole or any other cause whatsoever.

ARTICLE 16 EXCUSE OF PERFORMANCE FORCE MAJEURE

Anything in this Lease to the contrary notwithstanding, neither party shall be deemed in default with respect to the performance of any of the terms, covenants, and conditions of this Lease to be performed by it if any failure of its performance shall be due to any strike, lockout, civil commotion, war, war like operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, inability to obtain any material or service, act of God, government ordered shut down, or any other cause whatsoever (including failure of the other party to supply necessary data or instructions) beyond the reasonable control of the obligated party, and the time for performance by the obligated party shall be extended by the period of delay resulting from or due to any of said causes.

ARTICLE 17 DAMAGE OR DESTRUCTION

(1) Premises Rendered Wholly Unfit for Occupancy

In the event the Premises shall be destroyed or so damaged by fire, explosion, earthquake, or any other cause so as to become wholly unfit for occupancy, then the LESSOR may, if it so elects, rebuild and put the Premises in good condition and fit for occupancy within a reasonable time after such Premises have become wholly unfit for occupancy, or may give notice in writing terminating this Lease. If LESSOR elects to repair or rebuild the Premises it shall give the LESSEE notice thereof within thirty (30) days after such injury or damage of its intention to repair or rebuild, and then proceed with reasonable speed to repair or rebuild. LESSEE shall not be obligated to pay any rent from the time that such Premises were rendered wholly unfit for occupancy until such Premises are again fit and ready for occupancy.

(2) Premises Rendered Partially Unfit for Occupancy

In the event the Premises shall be destroyed or so damaged by fire, explosion, earthquake, or any other cause so as to become partially unfit for occupancy, LESSOR shall forthwith cause the same to be repaired as soon as is reasonably possible and, only while such damage is being repaired, LESSEE shall be entitled to a proportionate abatement of the monthly rent. The repair or restoration by LESSOR under this and the preceding paragraph shall in all events be limited to those items originally provided by LESSOR in accordance with Exhibit "A".

(3) Building Rendered Totally or Partially Unfit for Occupancy

In the event that the Building in which the Premises may be situated be destroyed or damaged from any cause to the extent (in LESSOR'S sole judgment) of 33 | percent or more of the replacement cost of such building, LESSOR shall have an option to terminate this Lease, whether the Premises be damaged or not; such option to be exercised within thirty (30) days after such occurrence so damaging said Building. Anything in this Lease to the contrary notwithstanding, a total or substantially total destruction of the Building shall terminate this Lease.

(4) General

LESSOR shall not be liable or responsible to LESSEE for any inconvenience or loss due to making repairs or reconstruction as aforesaid nor for any delays in repairing or rebuilding due to strikes, acts of God, governmental regulations or any other causes beyond its control. Nothing herein shall be deemed to waive or relieve LESSEE, from any liability for any loss or damage to LESSOR or LESSOR's property due to negligence or willful acts of LESSEE, its agents, servants, employees, or invitees, provided, however, if LESSOR'S fire and extended coverage insurance policy permits, without penalty, the release of others from liability for loss from casualties insured against, such release from liability is hereby granted to the extent that LESSOR actually recovers for loss under such policy.

To the extent that LESSOR's insurance coverage provides for any remedies for damages and expenses incurred by LESSEE, as addressed above, LESSEE shall be the beneficiary of such coverage.

ARTICLE 18 DEFAULT OF LESSEE

(1) The happenings of any one or more of the following events shall constitute a default hereunder: a) LESSEE'S failure to pay (within ten (10) days) any one or more said installments of rent as and when the same becomes due, b) LESSEE'S removal, attempt to remove or permitting to be removed from said Premises, except in the usual course of trade, the goods, furniture, effects or other property of LESSEE brought thereon, c) the filing of a petition in bankruptcy or a petition under the Bankruptcy Act, or any amendment thereto by or against LESSEE, or LESSEE being adjudged bankrupt, d) LESSEE'S making an assignment for the benefit of creditors, e) the appointment of a receiver of LESSEE'S property, f) LESSEE'S vacation of said premises or abandonment of the possession thereof, or use of the same for purposes other than that for which the same are hereby let, or failure to use said Premises for the purposes herein specified, or g) LESSEE'S violation of any of the other terms, conditions or covenants on the part of LESSEE herein contained or contained in the Rules and Regulations referred to in Article 27, Rules and Regulations in Exhibit B and upon the happening of any such default, LESSOR shall have the right at its option to (i) Annul and terminate this



Lease, and thereupon re-enter and take possession of said Premises; or (ii) Re-enter and re-let said Premises from time to time as agents of LESSEE for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental and/or such terms and conditions as LESSOR in its sole discretion may deem advisable and such re-entry and/or re-letting shall not discharge LESSEE from any liability or obligations hereunder, except that net rents (that is, gross rents less the expenses of collection and handling and less commissions) collected as a result of such re-letting shall be a credit on LESSEE'S liability for rents under the terms of this Lease. Nothing herein, however, shall be construed to postpone the right of LESSOR to sue for rents, whether matured by acceleration or otherwise, but on the contrary, LESSOR is hereby given the right to demand, collect and/or sue therefore at any time after default; or (iii) Upon re-entry and taking possession of the Premises, LESSOR may remove all personal property remaining in the Premises and store the same in a public or private warehouse, or elsewhere, at the cost of the LESSEE and may take such other different or additional actions as LESSOR may, in its sole discretion, deem advisable to prepare the Premises for re-letting, all such actions shall be at LESSEE's expense. No re-entry, taking possession, removal of personal property, or re-letting shall be deemed or construed to be a trespass on conversion and LESSOR shall not be liable for any loss or damage occasioned by such actions.

(2) Upon default, or upon the termination of this Lease or re-entry upon said Premises of any one or more of the causes set forth above, or upon termination of this Lease or re-entry upon said Premises, the rents hereunder for the remainder of the entire rental period, and all other indebtedness, if any, payable under the provisions hereof, shall be and become immediately due and payable at the option of LESSOR and without regard to whether or not possession of the Premises shall have been surrendered to or taken by LESSOR; provided, however, no default on account of payment for rent shall occur until the expiration of a period of five (5) business days after written notice to Lessee of the breach, and no default for other cause shall occur until the expiration of a period of thirty (30) days after written notice to LESSEE of any breach of any other covenant hereof without correction of such breach, and in the event the breach cannot reasonably be cured within 30-days, no default shall occur if the Lessee has commenced to cure the breach within said 30-day period and diligently pursued the breach thereafter.

(3) In the event of employment of an attorney by LESSOR for collection of any amount due hereunder or for the institution of any suit for possession of said property, or for advice or services incident to the breach of any other covenant of this Lease by LESSEE or on account of bankruptcy proceeding by or against LESSEE, or legal process being issued against the furniture and effects of LESSEE located upon the Premises, or the leasehold interest of LESSEE, LESSEE agrees to pay and shall be taxed with a reasonable attorney's fee which shall be a part of the debt evidenced and secured by this Lease. In order to further secure the prompt payment of said rents when the same shall mature, and the faithful performance by LESSEE of all and singular the terms, conditions and covenants on the part of LESSEE herein contained and all damages and costs that LESSOR may sustain by reason of the violation of said terms, conditions and covenants, or any of them, LESSEE does hereby waive any and all right to claim personal property as exempt from levy and sale under the Constitution and Laws of the State of Alabama or any other State.

ARTICLE 19 SECURITY DEPOSIT With the execution of this Lease, LESSEE has also deposited with LESSOR a Security Deposit in the amount of \$2,227.00 for the performance by Tenant of all the terms, covenants, and conditions of this Lease. Unless required to do so by law, LESSOR shall have no obligation to segregate the Security Deposit from any other funds of LESSOR, and interest earned on the Security Deposit shall belong to LESSOR. The Security Deposit shall not be considered advance payments of rental or a measure of LESSOR'S's damages, in a default by LESSEE. LESSOR shall have the right to apply any part of the Security Deposit to cure any default of LESSEE. In a sale or lease of the Building, LESSOR shall transfer the Security Deposit to the purchaser or lessee, and LESSOR shall thereupon be released from all liability for the return of the Security Deposit, and LESSEE shall look solely to the successor of LESSLOR for the return of the Security Deposit.

ARTICLE 20 CUMULATIVE REMEDIES WAIVER LESSEE agrees that all remedies herein given LESSOR, including all those not set forth but provided by law shall be cumulative, and the exercise of one or more of any such remedies by LESSOR shall not exclude the exercise of any other lawful remedy nor shall any waiver by LESSOR, express or implied of any breach of any term, covenant or condition hereof be deemed a waiver of any subsequent breach of the same or any other term, covenant or condition hereof. Acceptance of rental by LESSOR from LESSEE or any assignee, sub-tenant, or other successor in interest to LESSEE, with or without notice shall never be construed as a waiver of any breach of any term, condition or covenant of this Lease. Failure of LESSOR to declare any default upon occurrence thereof, or delay, at any time and take such action as may be authorized hereunder, in law or equity, or otherwise. LESSEE agrees to pay all costs and expenses which may be incurred in connection with the enforcement of any of the provisions of this Lease and further agrees to waive any right to trial by jury in connection with any suit relating to the subject matter covered by this Lease.

ARTICLE 21 SIGNS AND PICTURES

LESSEE agrees not to install or paint any signs, name plates, symbols, pictures or any other paintings or hangings within the Premises or the Building without prior consent of the LESSOR, not to be unreasonably withheld.

ARTICLE 22 BLINDS OR DRAPERIES Should LESSEE require draperies or window blinds, for decorative or other purposes, draperies may be installed by LESSEE at expense of LESSEE and under direction and supervision of LESSOR so as to reflect dignity, good taste and desirable uniformity. In no case shall LESSEE install or attempt to install draperies except after installation of and upon supports approved by LESSOR.

ARTICLE 23 PARKING

All parking facilities provided by LESSOR shall be under the control of LESSOR, and LESSEE agrees that LESSEE, its agents, employees, and invites shall conform to such written parking regulations, conditions and provisions as may be from time to time prescribed by LESSOR. Parking area is not to be used by LESSEE at any time as a storage area for any merchandise, goods, equipment or any other item. LESSEE shall have the right to utilize parking spaces within a portion of the rear (southern) parking lot for the overnight parking of company-owned passenger vehicles, with the general understanding that this right shall further be subject to

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reasonable guidelines to be established by LESSOR and LESSOR's on-site branch manager. The intent is that the use would be limited to 2-3 vehicles, and not to include storage trailers.

ARTICLE 24 TRANSFER OF LESSOR'S RIGHTS

LESSOR shall have the right to sell, assign or transfer, in whole or in part, all of its rights and/or obligations hereunder or in the building and/or Premises. Such sale, assignments or transfers may be made to a corporation, trust company, individuals, or group of individuals, and howsoever made shall be binding on LESSEE in all respects and recognized by LESSEE.

ARTICLE 25 NOTICE

Notices provided for in this Lease shall be sufficiently given if sent by Certified Mail, Return Receipt Requested, postage prepaid, and addressed to LESSOR at its authorized agent's address and the LESSEE at the Premises or to such other address as the parties may designate to each other in writing from time to time.

LESSEE's address: The Addison Group

25556 Canal Road / Second Floor East

P.O. Box 2439

Orange Beach, AL 36561 Attention: Mike Addison Telephone: 334-306-4277 Email: mike@addisongroup.build

LESSOR's address: The First Bank

1207 North McKenzie Street Foley, AL 36535 Attention: Wade Neth Telephone: 251-970-8015 Email: wneth@thefirstbank.com

ARTICLE 26 **OWNERSHIP**

At the option of LESSOR this Lease may be subordinated to the lien of any mortgage or mortgages, or the lien resulting from any other method of financing now or hereafter in force against the land and/or Building of which the Premises are a part and to all advances heretofore made or hereafter to be made upon the security thereof. The foregoing subordination of this lease shall be conditioned upon LESSEE's receipt of a commercially reasonable non-disturbance agreement providing that LESSEE's possession of the Premises and this Lease, including any options to extend the term thereof, will not be disturbed so long as LESSEE is not in default hereunder and attorns to the record owner of the Premises.

ARTICLE 27 RULES AND REGULATIONS

LESSEE agrees that LESSEE, LESSEE'S agents, employees and invites, will comply fully with all rules and regulation which are part of this Lease, and which are stated in Exhibit "D" attached hereto. LESSOR shall have the right to make such changes, additions or amendments to these rules and regulations as LESSOR shall deem necessary or desirable for the safety, efficiency, care and cleanliness of the Premises and Building, for the preservation of good order therein, for the regulation of parking facilities, or for regulating the activities of tenants. Such rules and regulations and all changes or additions thereto shall be in writing furnished to LESSEE in accordance with the method of giving notice under this Lease; any changes, additions, or amendment thereto, shall become a part of this Lease, shall be binding on LESSEE, and LESSEE hereby agrees to abide by such Rules and Regulations and shall not cause the LESSOR to be in breach of any covenant or condition in any lease by any other tenant or lessee in the Building.

ARTICLE 28 USE OF PREMISES

LESSEE'S operation in this location is for the purpose of a professional office space for Highland Construction LLC, d/b/a The Addison Group. LESSOR shall also have the right to operate other legal and professional entities not prohibited by the terms of this Lease, including, but not limited to Highland Consulting Group, LLC and Highland Residential, LLC. LESSEE shall not, however, use the space for the purposes of providing the same banking and financial services as

ARTICLE 29 HEADINGS

The First Bank.

The titles and headings in this Lease are used only to facilitate reference, and in no way to define or limit the scope or intent of any of the provisions of this Lease.

ARTICLE 30 SOLE CONTRACT AMENDMENTS

(1) This Lease constitutes the entire contract between the parties hereto with respect to the Premises and said Lease covers, merges and includes all agreements, oral or written between the parties hereto and made in connection herewith, whether the same be made prior to, or contemporaneously with the execution hereof.

(2) This Lease cannot be modified or changed by any verbal statement, promise or agreement by whomsoever made, and no modification, change or amendment shall be binding on the parties unless it shall have been agreed to in writing.

ARTICLE 31 SEVERABILITY

In the event any provision of this Lease be found by a court of competent jurisdiction to be contrary to law or void as against public policy or otherwise, such provision shall be either modified to conform to law or considered severable, with the remaining provisions hereof continuing in full force and effect.

ARTICLE 32 SUCCESSORS AND ASSIGNS

All the covenants, agreements and conditions herein contained shall insure to the benefit of, and be binding upon, the respective successors, heirs, executors, administrators, assigns, receivers or other personal representatives of the parties to this Lease, subject to the provisions of Article 9, Assignment Sub-



ARTICLE 33
TENANT
CONSTRUCTION /
LANDLORD
IMPROVEMENT
ALLOWANCE

LESSEE, at LESSEE's sole cost, shall improve the Premises in accordance with the floor plan attached hereto as Exhibit "A", with the associated estimated Pricing attached hereto at Exhibit "B". LESSOR to provide LESSEE with a total allowance of \$75,000 as partial reimbursement of the expense, in accordance with the provisions of Exhibit "C", attached hereto as Special Stipulations.

ARTICLE 34 OFFSET STATEMENT Within ten (10) days after request therefore by LESSOR, or in the event that upon any sale, assignment or hypothecation of the leased Premises and/or the land thereunder by LESSOR an offset statement shall be required from LESSEE; LESSEE agrees to deliver in recordable form a certificate to any proposed mortgagee or purchaser or the LESSOR certifying (if such be the case) that this Lease is in full force and effect and that there are no defenses or offsets thereto, or stating those claimed by LESSEE.

ARTICLE 35 ATTORNMENT LESSEE shall, in the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by the LESSOR covering the leased Premises attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the LESSOR under this Lease.

ARTICLE 36 LANDLORD'S COVENANT Upon payment by LESSEE of the rents provided, and upon the observance and performance of all the conditions on LESSEE's part to be observed and performed, LESSEE shall peaceably and quietly hold and enjoy the leased Premises for the term hereby demised without hindrance or interrupting by LESSOR or any other person or persons lawfully or equitably claiming by, through or under LESSOR, subject, nevertheless, to the terms and conditions of this Lease.

ARTICLE 37
ACCORD AND
SATISFACTION

No payment by LESSEE or receipt by LESSOR of a lesser amount than the monthly rent stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsements or statement on any check or any letter accompanying any check or payments as rent be deemed an accord and satisfaction, and LESSOR may accept such check or payment without prejudice to LESSOR'S right to recover the balance of such rent or pursue any other remedy in this Lease provided.

ARTICLE 38 POSTING During the period of two (2) months prior to the expiration of this Lease or any renewal thereof, LESSOR shall have the right to display on the exterior of the Premises but not in any window or doorway thereof, the customary sign "For Rent", and that during such period LESSOR may show the Premises and all parts thereof to prospective lessees within at least 24 hrs prior notice, between the hours of 10:00 a.m. and 5:00 p.m. on any day except weekends and any legal holiday on which LESSEE shall not conduct business.

ARTICLE 39 RECORDING

(Intentionally deleted.)

ARTICLE 40 EXCULPATION

Anything herein to the contrary notwithstanding and without in any way limiting or reducing any other indemnity or waiver of LESSOR liability otherwise provided for, LESSEE agrees that there shall be no personal liability of any kind or character on the part of the LESSORS individually or collectively with respect to any of the terms, covenants, conditions or provisions of this Lease and LESSEE shall look solely to the equity of LESSOR, its heirs and assigns, in the land and building of the office building project of which the demised premises form a part for the satisfaction of each and every remedy of LESSEE or liability of LESSOR arising out of any breach by LESSOR or otherwise and such exculpation of personal liability of LESSOR and its principals is absolute and without exception.

ARTICLE 41 RELOCATION OF LESSEE

(Intentionally deleted.)

ARTICLE 42 USURY LIMITATIONS In the event that any interest rate quoted in this lease is prohibited by State or Federal usury limitations imposed presently or in the future, then the interest rate or rates so prohibited shall be automatically reduced to the maximum allowed by the limiting statute, law, or regulation.

ARTICLE 43 LIABILITY INSURANCE

- (1) LESSEE, at its own cost and expense, shall procure and keep in force during the term of this Lease a policy of comprehensive hazard and public liability insurance with limits of not less than ONE MILLION AND NO/100 (\$1,000,000.00) DOLLARS to any person, ONE MILLION AND NO/100 (\$1,000,000.00) DOLLARS as to property damage issued by an insurance carrier permitted to do business in the State of Alabama, insuring the Lessor and the Lessee as their interests may appear. LESSEE shall provide LESSOR a certificate evidencing such insurance and a copy of said policy on or before the anniversary date of such policy of insurance.
- (2) LESSEE shall not do or suffer anything to be done whereby the Land and Building of which the Premises are a part may be encumbered by any liens of mechanics, laborers, or materialmen, chattel mortgages, or any other liens and shall, whenever and as often as any such liens are filed against the said Land and Building purporting to be for labor or material furnished or to be furnished to the LESSEE discharge the same of record within thirty (30) days after the date of filing by payment, bonding, or otherwise, as provided by law, LESSEE, upon reasonable notice and request in writing from the LESSOR, shall also defend for LESSOR, at the LESSEE's sole cost and expense, any action, suit, or proceeding which may be brought on or for the enforcement of any such lien and will pay any damages and satisfy and discharge any judgments entered in such action, suit or proceeding

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- and save LESSOR hamless from any liability, claim or damages resulting therefrom. In the event of default of the LESSEE procuring the discharge, as aforesaid, of any such lien, LESSOR may, without further notice, procure the discharge thereof by bonding or payment or otherwise and all costs and expenses to which LESSOR may be put in obtaining such discharge shall be paid by LESSEE as additional rent within ten (10) days after notice from LESSOR of the amount due.
- (3) It is understood and agreed that all covenants and obligations of LESSOR contained in this Lease shall be binding upon LESSOR and LESSOR'S successors and assigns only with respect to breaches occurring during LESSOR and LESSOR'S successors' and assigns respective ownership of LESSOR'S interest hereunder. Further, LESSEE specifically agrees to look solely to LESSOR'S then equity interest in the Land and Building of which the Premises are a part for recovery of any judgment from LESSOR, it being specifically agreed that neither LESSOR (original or successor), nor any beneficiary, trustee, or partner of any entity holding LESSOR'S interest, shall be personally liable for any such judgment or for the payment of any monetary obligation to LESSEE. The provision contained in the foregoing sentence is not intended to, and shall not, limit any right that LESSEE might otherwise have to obtain injunctive relief from LESSOR or LESSOR'S successors in interest, for any action not involving the personal liability of LESSOR (original or successor) to respond in monetary damages from LESSOR'S assets other than LESSOR'S equity interest in such Land and Building. In no event shall LESSOR ever be liable to LESSEE for any indirect, special, or consequential damages suffered by LESSEE from whatever cause.

ARTICLE 44 HOLDING OVER

SHOULD LESSEE continue in possession of the new Premises after termination of this Lease, either with or without LESSOR'S consent, then in the absence of written agreement to the contrary, such holding over shall be construed as a tenancy from month to month, subject to all the terms and conditions hereof except that the monthly rental during any such period of holding over shall be in an amount equal to one hundred twenty-five percent (125%) of the monthly rental specified in ARTICLE IV hereof; but nothing in this Article shall be construed as consent by LESSOR to any holding over or as a waiver of any rights of LESSOR otherwise provided for herein.

ARTICLE 45 SOLELY FOR BENEFIT OF PARTIES It is expressly understood and agreed that this Lease and the covenants contained herein are for the sole benefit of LESSOR and LESSEE, their successors, and assigns, including without limitation, with respect to LESSOR, any mortgages of LESSOR, and that all rights of action for any breach of any covenant herein contained are reserved to such parties; and it is further expressly understood and agreed that such parties may by mutual agreement alter, amend, modify, or revoke or rescind this Lease or any covenant herein contained in writing and at any time.

EXECUTED AND AGREED TO in multiple original counterparts on the date(s) set out in the respective acknowledgments below, but as of the date above first set out.

ATTEST: Mhy

J

Highland Construction, LLC

, LESSEE

LESSOR

clubru

NAME: MUNICA J. MAZICON AS ITS: OWNIER (PRESIDENT)

EXHIBIT "A"

THE PREMISES

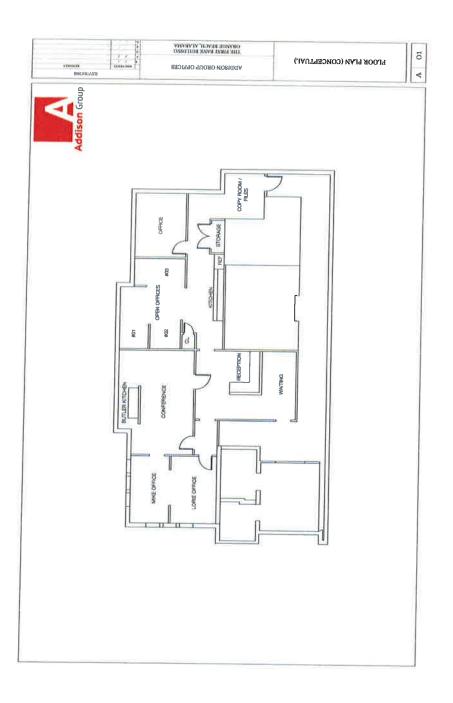
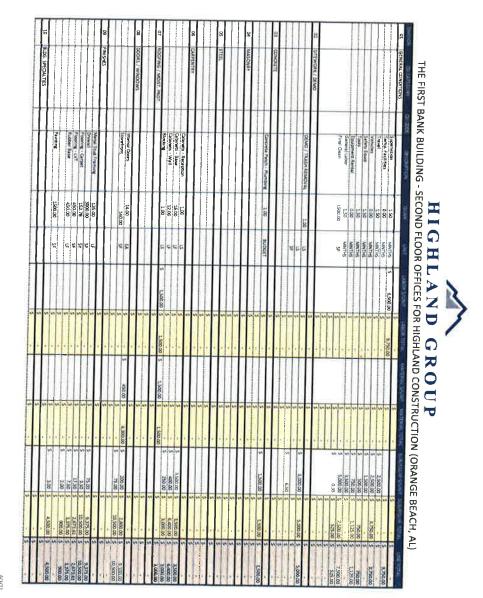




EXHIBIT "B"

COST ESTIMATE - page 1

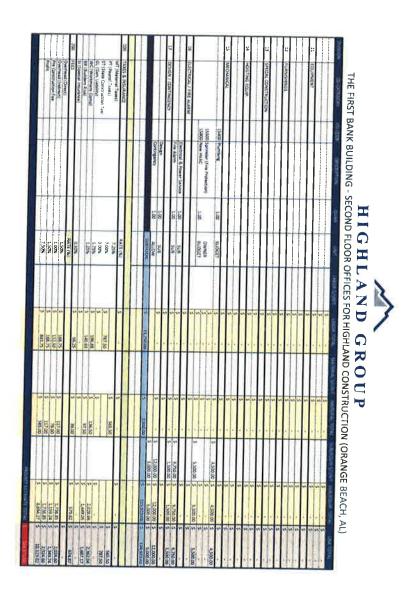


6/3/22 PG 1 OF 2



EXHIBIT "B"

COST ESTIMATE - page 2



6/3/22 PG 2 OF 2



EXHIBIT "C"

SPECIAL STIPULTIONS

LESSEE to provide and pay for their prorated share of electrical service, their own janitorial services, and liability and contents insurance.

LESSOR to provide water and maintenance to the Premises.

LESSEE'S rental shall include all property taxes, building insurance, and common area maintenance associated with the Building and Premises.

LESSOR to provide LESSEE with a total allowance of \$75,000, to be applied towards improvements to the Premises, from the "as-is" condition. The allowance will be funded by the LESSOR, as follows:

- 25% upon receipt of building permit
- 25% upon completion of framing
- 25% upon completion of drywall
- 20% upon completion of finishes
- 5% upon receipt of the Certificate of Occupancy

LESSOR to provide LESSEE with ownership verification and building information required by the City of Orange Beach, relative to the requirements necessary for LESSEE to obtain a building permit for the proposed improvements. LESSOR to provide for the removal of materials stored within the Premises upon the execution date of this Lease.

LESSEE shall be responsible for providing for Builders Risk insurance during the construction of the Premises.

LESSEE shall have access to the Building and the Premises 7 days per week / 24 hours per day. Procedures for construction activities and deliveries shall be reasonably determined by LESSEE and LESSOR's on-site branch manager.



EXHIBIT "D"

RULES AND REGULATIONS

- 1. Sidewalks, doorways, vestibules, halls, stairways and similar areas shall not be obstructed by tenants or used for any purpose other than ingress and egress to and from the Leased Premises and for going from one to another part of the Building.
- 2. Plumbing fixtures and appliances shall be used only for purposes for which constructed, and no sweepings, rubbish, rags or other unsuitable material shall be thrown or placed therein. Damage resulting to any such fixtures or appliances from misuse by a tenant shall be paid by him, and Building shall not in any case be responsible therefore.
- 3. No signs, advertisements or notices shall be painted or affixed on or to any windows or doors or other part of the Building, except of such color, size and style and in such places, as shall be first approved in writing by Building. No nails, hooks or screws shall be driven or inserted in any part of the Building, except by the building maintenance personnel, nor shall any part be defaced by tenants.
- 4. Building Owner shall have the power to prescribe the weight and position of iron safes or other heavy equipment. To distribute the weight of the equipment, Building may require that it stand on supporting devices approved by Lessor. All damage done to the Building by taking in or putting out any property of a tenant, or done by a tenant's property while in the Building, shall be repaired at the expense of such tenant.
- 5. A tenant shall notify the building manager when safes or other heavy equipment (not to exceed the load limit of elevators) are to be taken in or out of the Building, and the moving shall be done under the supervision of the building manager, after written permit from Building. Persons employed to move such property shall be acceptable to Building.
 - 6. Corridor doors, when not in use, shall be kept closed.
- 7. No furniture or bulky material of any kind will be received in the Building or carried up or down stairs or in the elevators, except in the manner and at the time specified by Building.
- 8. Each tenant shall cooperate with Building's employees in keeping Leased Premises neat and clean. Tenants shall not employ persons for the purpose of such cleaning without prior approval of the Building. Building shall be in no way responsible to tenants, their agents, employees, or invites, for any loss of property from the Leased Premises or for any damage to property thereon, from whatsoever cause.
- 9. To insure orderly operation of the Building, no ice, mineral or other water, towels, newspapers, etc., shall be delivered to any Leased Premises, except by persons appointed or approved in writing by Building.
- Should a tenant require telegraphic, telephonic, annunciator or other communication service, Building will direct the electricians where and how wires are to be introduced and placed, and none shall be introduced or placed, and none shall be introduced or placed except as Building shall direct. Electric current shall not be used for heating without Building's prior written permission.
- 11. Building Owner or it's Agent shall, at reasonable hours, have the right to enter premises leased to tenants, to examine same or to make such alterations and repairs as may be deemed necessary. During the last 60 days or the term, Lessor may exhibit the premises to prospective new tenants.
- 12. Tenants shall not make or permit any improper noises in the Building, or otherwise interfere in any way with other tenants, or persons having business with them.
- 13. Nothing shall be swept or thrown into the corridors, halls, elevator shafts or stairways. No birds or animals shall be brought into or kept in or about the Building.
- 14. Building Owner reserves the right to require whatever measures necessary to insure the security of the Building, including, but not limited to, the registering of persons who enter the Building after normal office hours.
- 15. No draperies, shutters, or other window covering shall be installed on exterior windows or walls and doors facing public corridors or walkways without Building Owner's prior written approval. Building shall have the right to require installation and continued use of uniform window covering for such windows.
- Building Owner reserves the right to rescind any of these rules and make such other and further rules and regulations as in its judgment shall from time to time be needful for the safety, protection, care and cleanliness of the Building, the operation thereof, the preservation of good order therein, and the protection and comfort of its tenants, their agents, employees and invites, which rules when made and notice thereof given to a tenant shall be binding upon him in like manner as if originally herein prescribed.





Baldwin County Commission

Agenda Action Form

Meeting Type: BCC Regular Meeting

Meeting Date: 1/17/2023 Item Status: Addenda

From: Ron Cink, Budget Director/Interim County Administrator; Ann Simpson, Director of

Transportation

Submitted by: Loren Lucas, BRATS Accounting Manager

ITEM TITLE

Baldwin Regional Area Transit System - Transportation for United States Army Old Guard Fife and Drum Corps

STAFF RECOMMENDATION

Approve the request for the use of two Baldwin Regional Area Transit System (BRATS) buses to provide transportation for members of the United States Army Old Guard Fife and Drum Corps to perform at various Baldwin County Public Schools on Thursday, February 9, 2023, at an estimated cost of \$1,434.93.

BACKGROUND INFORMATION

Background: BRATS staff received a request from Mr. Richard Cayton and Ron Cink, Budget Director, on January 12, 2023, for the use of two (2) BRATS buses to provide transportation for members of the United States Army Old Guard Fife and Drum Corps to perform at various Baldwin County Public Schools on Thursday, February 9, 2023.

Previous Commission action/date: N/A

FINANCIAL IMPACT

Total cost of recommendation: \$1,434,93

Budget line item(s) to be used: 10051105.52900 - Commission Contingency Fund

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

File #: 23-0557, Version: 1 Item #: HA2

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: BRATS to schedule and coordinate transportation.

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

Additional instructions/notes: N/A

Event Pricing Matrix	
1/13/2023	

Name of Event	US Army Old Guard Fife & Drum Cor
Date of Event	Thursday Feb. 9, 2023
Time of Service	6:30AM - 4:30 PM

Date	Start Time of Service	End Time of Service	Event in Hours	Event Time in minutes	Pre Trip	Post Trip	Travel Time AM From Garage	Google Travel Time PM To Garage	1	Non Event Time in Hours	Total Hours	ost Per Hour	Total Cost	. ,	Number	Overall cost
2/9/2023	7:30 AM	4:30 PM	9.00	540	15	15	30	30	90	1.50	10.50	\$ 68.33	·	\$717.47		\$ 1,434.93
				0					0	0.00	0.00	\$ 68.33		\$0.00		\$ -
														Total A	II Days	\$ 1,434.93



Baldwin County Commission

Agenda Action Form

Meeting Type: BCC Regular Meeting

Meeting Date: 1/17/2023 Item Status: Replacement

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

Joey Nunnally, P.E., County Engineer Beth Hodges, Highway Chief Accountant

Submitted by: Audra E. Mize, Operations Support Specialist II

ITEM TITLE

*Purchase of One (1) 2023 Dump Truck for the Baldwin County Highway Department

STAFF RECOMMENDATION

Authorize the Purchasing Director to issue a Purchase Order to Kenworth of Birmingham (Truckworx) for the purchase of one (1) 2023 Kenworth T880S Dump Truck with a 16' Steel Dump Body for the Area 300 Maintenance Facility, using \$40,000.00 Self Insurance funds (deductible) and \$194,259.00 estimated Insurance Recovery funds.

BACKGROUND INFORMATION

Background: Replacement Item - Staff recommendation revised to include name of vendor. This action is needed to replace the 2022 Mack GR64F Dump Truck VIN: 1M2GR4GC6PM029187, which was totaled due to an accident on 10/20/2022.

Previous Commission action/date: N/A

FINANCIAL IMPACT

Total cost of recommendation: \$234,969.00

Budget line item(s) to be used: 11153113.55600

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

N/A

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

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Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 1/17/2023

Individual(s) responsible for follow up: Upon Commission approval, Ron Cink will enter the budget adjustment.

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

Additional instructions/notes: N/A

BID SUBMITTAL FORM

Alabama County Joint Bidding Program BID ITEM – HEAVY DUTY DUMP CHASSIS OPTION C

Company Name: KENWORTH OF BIRMINGHAM(TRUCKWORX)	
Address: 2220 FINLEY BLVD; BIRMINGHAM, AL 35234	and the second s
Bid Submitted by: JAY CALLAWAY	
(Name of company representative)	
Title: VP OF GOVERNMENT AFFAIRS E-mail address: JONATHANC@TI	RUCKWORX
Office: 601.420.4476; Cell: 601.702.1923 Phone: Fax: _205.909.4173	
By submitting this bid, we agree:	Initials
That the equipment model number identified below meets the bid specs for this bid item	JC
That the bid price will be honored for all counties for the period from Jan. 1, 2023 to Dec. 31, 2023; however, the deadline to submit orders for calendar year 2023 March 15, 2023.	will bec
That the equipment will be delivered at the bid price to all counties participating in the joint bid program Please review Addenum A; at the bottom of page 1.	JC
That the company representative listed above will be the contact person for purchasing this bid item under the joint bid program	JC
That the bid is accompanied by a current catalog or model specification document for the model number identified below	JC
That the bid is accompanied by a copy of the manufacturer's standard warranty as required in the bid specifications	<u>JC</u>
That the bid includes the e-verify documentation required by Alabama law	JC
That, if awarded the bid, a performance bond will be provided upon request	JC
That an option sheet with individual pricing is attached	JC
Total Bid Price including options: \$\frac{213,500.00}{213,500.00} Equipment Model #: \frac{T880(SETBACK AXLE) OR T880S (SET FOWARD AXLE)}	\$194,259
Equipment Model #: 1000(0210ACK AXEE) OK 10003 (321 FOWARD AXEE)	+4 40,710
Description: HEAVY DUTY DUMP CHASSIS C	1 \$ 234,969
Signature of company representative submitting bid:	+ 237, 101
Till. Vice President of Government Affairs	

Addendum A:

1

Due to OEM production constriants ACCA members will be limited to 71 build slots on this years contract. Order(s) will be recieved on a first come, first serve basis until all production slots are fullfilled. There may be additional allocation available so please call for those opportunities.



Baldwin County Commission

Agenda Action Form

Meeting Type: BCC Regular Meeting

Meeting Date: 1/17/2023 Item Status: Addendum

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

Joey Nunnally, P.E., County Engineer Beth Hodges, Highway Chief Accountant

Submitted by: Audra E. Mize, Operations Support Specialist II

ITEM TITLE

Purchase of One (1) 2023 Dump Truck for the Baldwin County Highway Department

STAFF RECOMMENDATION

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BACKGROUND INFORMATION

Background: This action is needed to replace the 2022 Mack GR64F Dump Truck VIN: 1M2GR4GC6PM029187, which was totaled due to an accident on 10/20/2022.

Previous Commission action/date: N/A

FINANCIAL IMPACT

Total cost of recommendation: \$234,969.00

Budget line item(s) to be used: 11153113.55600

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: 1/17/2023

Individual(s) responsible for follow up: Upon Commission approval, Ron Cink will enter the budget adjustment.

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

Additional instructions/notes: N/A