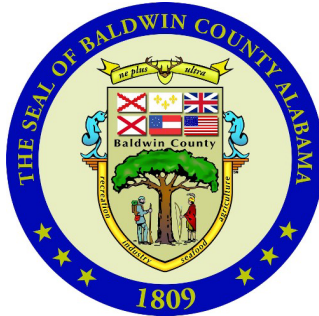


Baldwin County Commission



Baldwin County Commission Regular Meeting Agenda

Tuesday, January 15, 2019

8:30 AM

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

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

Ronald J. Cink, County Administrator

All 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.

Public hearings commence at 8:30 AM.

A WELCOME, INVOCATION AND PLEDGE OF ALLEGIANCE

Welcome by Charles F. Gruber, Chairman
Invocation by Pastor Mel Hacker, New Day Ministries of Bay Minette
Pledge of Allegiance

ADOPTION OF MINUTES

January 2, 2019, Regular Meeting

B CONSENT

BA ADMINISTRATION

- | | | |
|-----------------------------|---|--------------------------------|
| BA1 | Baldwin County Intracoastal Waterway (ICW) Boat Launch Project | <u>19-0534</u> |
| BA2 | CARE House, Inc. Transparenting Seminars Schedule for 2019 | <u>19-0505</u> |
| BA3 | City of Robertsdale Utilities - Participation in the Neighbors Helping Neighbors Program | <u>19-0509</u> |
| BA4 | Order Granting License to Establish Private Cemetery - Mustin Family Cemetery, Perdido, Baldwin County, Alabama | <u>19-0466</u> |
| BA5 | Request from Baldwin County Board of Education for Approval on Renovations at the Baldwin County Board of Education Building Located in Bay Minette | <u>19-0502</u> |
| BA6 | Request from Cindy Haber Center, Inc. to Provide Case Management Services for Mobile County | <u>19-0501</u> |
| BA7 | Town of Summerdale - Annexation Notification | <u>19-0476</u> |
| BE BUDGET/PURCHASING | | |
| BE1 | Competitive Bid #WG17-03A - Provision of Fence Installation and Repair on County Right-of-Ways for the Baldwin County Commission | <u>19-0477</u> |
| BE2 | Competitive Bid #WG17-08 - Provision of Telecommunication Materials for the Baldwin County Commission | <u>19-0478</u> |

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- | | | |
|-------------|---|--------------------------------|
| BE3 | Competitive Bid #WG18-43A - Provision for Rental of Solar Powered Portable Message Signs for the Baldwin County Commission | <u>19-0479</u> |
| BE4 | Competitive Bid #WG19-01 - Annual Generator Preventive Maintenance Services for the Baldwin County Commission | <u>19-0480</u> |
| BE5 | Competitive Bid #WG19-03 - Labor and Incidental Materials for Roof Restoration at the Baldwin County Corrections Center Administration Building Located in Bay Minette, Alabama | <u>19-0481</u> |
| BE6 | Competitive Bid #WG19-05 - Labor and Incidental Materials for Roof Restoration at the Baldwin County Board of Education Administration Building Located in Bay Minette, Alabama | <u>19-0482</u> |
| BE7 | Competitive Bid #WG19-06 - Labor and Incidental Materials for Roof Restoration at the Baldwin County Highway Barn Located in Bay Minette, Alabama | <u>19-0483</u> |
| BE8 | Competitive Bid #WG19-11 - Provision of Pavement Markers and Bituminous Adhesive for the Baldwin County Commission | <u>19-0484</u> |
| BE9 | Competitive Bid #WG19-12 - Provision of Janitorial Services for the Baldwin County Commission | <u>19-0485</u> |
| BE10 | Competitive Bid #WG19-17 - Provision of Police Vehicle Equipment for the Baldwin County Commission | <u>19-0486</u> |
| BE11 | Competitive Bid #WG19-18 - Provision of Police Vehicle Accessories for the Baldwin County Commission | <u>19-0487</u> |
| BE12 | Competitive Bid #WG19-19 - Provision of Cooked Meals for the Baldwin County Solid Waste Department | <u>19-0488</u> |
| BE13 | Competitive Bid #WG19-20 - Provision of Rental Equipment for the Baldwin County Commission | <u>19-0489</u> |
| BE14 | Competitive Bid #WG19-21 - Provision of Off-site Printing, Mailing and Automated Management of the Baldwin County Probate Renewal Notices | <u>19-0490</u> |
| BE15 | Project No. BCP 0218017 - Bridge Replacement on Hoyle Bryars Road over Bushy Creek West for the Baldwin County Commission | <u>19-0491</u> |
| BE16 | Architectural Services to Design the Completion of the Second Floor of the Baldwin County Fairhope Satellite Courthouse | <u>19-0492</u> |
| BE17 | Lease of One (1) Folder Inserter Machine for the Baldwin County Solid Waste Collections Department | <u>19-049</u> |
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- BE18** Purchase and Installation of HVAC System and Control Package at the Baldwin County Corrections Center Located in Bay Minette, Alabama for the Baldwin County Commission [19-0498](#)
- BE19** Quotes for Painting and Replacing the Carpet in the Upstairs District Attorney Offices Located in the Baldwin County Courthouse [19-0499](#)
- BF BUILDING INSPECTION**
- BF1** Alabama Department of Environmental Management (ADEM) Contractual Agreement - Coastal Program, Fiscal Year 2018-2019 [19-0530](#)
- BJ ELECTED OFFICIALS**
- BJ1** Sale of Vehicles on GovDeals.com by the Baldwin County Revenue Commission Department [19-0500](#)
- BL ENVIRONMENTAL MANAGEMENT**
- BL1** Baldwin County Solid Waste Uncollectible Residential Accounts [19-0512](#)
- BL2** Discontinuation of Garbage Pickup and Disposal by the Baldwin County Solid Waste Department in the Corporate Limits of the Town of Loxley [19-0507](#)
- BN HIGHWAY**
- BN1** Alabama Department of Environmental Management (ADEM) Stormwater Inspection Forms [19-0523](#)
- BN2** Alabama Forestry Commission - Contract for Prescribed Burn at Mega-site [19-0520](#)
- BN3** Fiscal Year 2019 Resurfacing Projects - Request for Permission to Advertise Group 1 [19-0517](#)
- BN4** Highway Area 300 - 2019 Freightliner M2 106 Truck - Specification Change [19-0475](#)
- BN5** J.M. Wood Auction Company, Inc. - Equipment Auction List [19-0516](#)
- BN6** Stapleton Elementary School - Request to Construct and Pave Parking Lot [19-0518](#)
- BN7** Execution of IRS Form 8283 for a Donated Right-of-Way on Jerry Stewart Road between Splinter Hill Road and End of Maintenance - (Tract 1) [19-0529](#)
-

BN8 Execution of IRS Form 8283 for a Donated Right-of-Way on Jerry Stewart Road between Splinter Hill Road and End of Maintenance - (Tract 2) [19-0531](#)

BN9 Execution of IRS Form 8283 for a Donated Right-of-Way on Carlee Lane [19-0532](#)

BP PERSONNEL

BP1 Animal Control Department - Employment of One (1) Animal Control Technician Position [19-0504](#)

BP2 Highway Department (Pre-Construction) - Position Change [19-0508](#)

BP3 Solid Waste Department (Collections) - Employment of Two (2) Solid Waste Technician Positions [19-0506](#)

C PRESENTATIONS

CA GENERAL

CA1 Baldwin County Coroner's Annual Report - Fiscal Year 2018 [19-0503](#)

D PUBLIC HEARINGS

DQ PLANNING AND ZONING

DQ1 Case No. Z-18041 - Dorgan Property Rezoning [19-0513](#)

DQ2 Case No. Z-18047 - Stapleton Property Rezoning [19-0515](#)

DQ3 Case No. Z-18054 - Prewett Property Rezoning Request [19-0510](#)

E COMMITTEE REPORTS

EA FINANCE/ADMINISTRATION DIVISION

EA1 Payment of Bills [19-0473](#)

EA2 Notification of Interim Payments Approved by Clerk/Treasurer as Allowed Under Policy 8.1 [19-0474](#)

EB ROAD AND BRIDGE DIVISION

F ELECTED OFFICIAL REQUESTS

G OTHER STAFF RECOMMENDATIONS

GA ADMINISTRATION

- GA1** *Request for the Use of Baldwin County Central Annex Parking Lot - Sonnenschein Region of the Porsche Club of America Autocross [19-0496](#)
- GA2** Request for the Use of the Baldwin County Central Annex Auditorium for Baldwin County Veterans Court Graduation [19-0511](#)
- GA3** *Appointed Contract Employees - Budget Director - Considerations Related to Employment Contract [19-0514](#)
- GA4** Appointed Contract Employees - Building Official - Considerations Related to Employment Contract [19-0521](#)
- GA5** *Appointed Contract Employees - Clerk/Treasurer - Considerations Related to Employment Contract [19-0522](#)
- GA6** Appointed Contract Employees - Communication and Information Systems Director - Considerations Related to Employment Contract [19-0524](#)
- GA7** Appointed Contract Employees - County Engineer - Considerations Related to Employment Contract [19-0525](#)
- GA8** Appointed Contract Employees - Development and Environmental Director (Solid Waste) - Considerations Related to Employment Contract [19-0526](#)
- GA9** Appointed Contract Employees - Juvenile Detention Director - Considerations Related to Employment Contract [19-0528](#)

H COMMISSIONER REQUESTS

- HA COMMISSION DISTRICT 1**
- HB COMMISSION DISTRICT 2**
- HC COMMISSION DISTRICT 3**
- HD COMMISSION DISTRICT 4**

I ADDENDA

- IA1** Discussion Regarding Appointed Contract Employees - County Administrator, Personnel Director and Emergency Management Agency Director Positions [19-0545](#)
- IA2** Probate Office - Personnel Changes [19-0546](#)

- J ADMINISTRATIVE REPORT**
- K COUNTY ATTORNEY'S REPORT**
- L ANNOUNCEMENTS**
- M PUBLIC COMMENTS**
- N PRESS QUESTIONS**
- O COMMISSIONER COMMENTS**
- P ADJOURNMENT**



Baldwin County Commission

Agenda Action Form

File #: 19-0534, **Version:** 1

Item #: BA1

Meeting Type: BCC Regular Meeting

Meeting Date: 1/15/2019

Item Status: New

From: Ron Cink, County Administrator

Submitted by: Anu Gary, Administration/Records Manager

ITEM TITLE

Baldwin County Intracoastal Waterway (ICW) Boat Launch Project

STAFF RECOMMENDATION

Authorize the Chairman to execute any extensions to the Purchase and Sale Agreement, originally approved during the October 2, 2018, Baldwin County Commission regular meeting related to the purchase of 45 acres of property on the Gulf Intracoastal Waterway.

BACKGROUND INFORMATION

Previous Commission action/date: See dates below.

Background:

May 15, 2018, BCC Regular Meeting - The Commission authorized the Chairman to execute a Letter of Intent to FortySeven Canal Place, LLC for the purchase of approximately 45 acres of property on the Gulf Intracoastal Waterway, adjacent and east of the Foley Beach Express Bridge, at 22800 Brown Lane, Orange Beach, Alabama.

October 2, 2018, BCC Regular Meeting - The Commission authorized the execution of the Purchase and Sale Agreement for the 45 acres of property on the Gulf Intracoastal Waterway and committed to investing \$7.5 million dollars to acquire said property.

October 16, 2018, BCC Regular Meeting - The Commission adopted Resolution #2019-012 in support of State funding assistance for the Baldwin County Intracoastal Waterway (ICW) Boat Launch Project and authorize the Chairman to execute correspondence to the Honorable Kay Ivey, Governor of the State of Alabama, regarding the same.

January 8, 2019, BCC Work Session - The Commission Discussed the Purchase Agreement approved and executed on October 2, 2018, for the purchase of the property.

The proposed Baldwin County ICW Boat Launch Project on the Gulf Intracoastal Waterway is designed to accommodate the construction of 14 boat launches, 8 fishing piers, 8 staging piers, 12

small picnic gazebos, wharf area, restroom facilities and parking for over 450 vehicles, with space available to accommodate additional amenities in potential future phases.

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 - As directed by the Commission.

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

Additional instructions/notes: N/A

May 14, 2018

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

Re: **Approximately 44.5 acres of land at 22800 Brown Lane, Orange Beach,
Baldwin County, Alabama (the "Property")**

Ladies and Gentlemen:

This letter sets forth the general terms and conditions on which Forty Seven Canal Place, LLC ("**Seller**") is prepared to commence the negotiation of a definitive purchase and sale agreement (the "**Purchase Contract**") with Baldwin County, Alabama, by and through the Baldwin County Commission, a political subdivision of the State of Alabama ("**Purchaser**"), regarding the sale of the Property described above. This letter does not create a binding legal obligation on the part of Seller or Purchaser and does not constitute an offer, contract, covenant or agreement, but has been prepared to serve as an aid in the preparation and negotiation of a Purchase Contract.

The proposed general terms and conditions are:

1. **Purchase Price and Manner of Payment.** The Purchase Price for the Property will be \$6,000,000. At Closing, Purchaser will pay the Purchase Price, as adjusted by credits and prorations (including, without limitation, the adjustment and credit described below in Paragraph 12), by wire transfer of immediately available funds.
2. **Mortgage Release.** The Property is subject to that Purchase Money Mortgage and Security Agreement dated as of October 4, 2005, recorded as Instrument Number 927765 in the Office of the Judge of Probate of Baldwin County, Alabama (the "**Mortgage**"), which restricts Seller's right to sell the Property. Upon the full execution of the Purchase Contract, Seller will request that the mortgagee under such Mortgage terminate and release such Mortgage to permit the proposed sale of the Property to Purchaser. Seller will have no obligation to incur any cost or expense, commence any legal action or proceeding, nor undertake any payment or performance obligation as consideration for, or to otherwise bring about, such termination and release. The Purchase Contract will automatically terminate on the date that is fifteen (15) days after the date the Purchase Contract is fully executed (the "**Effective Date**") unless, on or before such Effective Date, (a) such mortgagee should either (i) fully and finally terminate and release the Mortgage by instrument recorded in the appropriate real

property records, or (ii) irrevocably and unconditionally commit in writing (in a form reasonably acceptable to Seller) to do so prior to the Closing Date; and (b) Seller notifies Purchaser of its election that the Purchase Contract will not be terminated.

3. **Earnest Money.**

- (a) Within three (3) business days after the Effective Date of the Purchase Contract, Purchaser will deposit with the Atlanta, Georgia office of Fidelity National Title Insurance Company ("**Title Company**") the sum of \$100,000.00 as earnest money (the "**Earnest Money**"). If Purchaser does not elect to terminate the Purchase Contract during the Inspection Period (as defined below), then Purchaser will deposit an additional \$400,000.00 with the Title Company as additional Earnest Money. Such additional Earnest Money deposit will be due no later than the last day of the Inspection Period. The Title Company will invest the Earnest Money pursuant to terms in the Purchase Contract, and the interest and other income earned on the Earnest Money deposit will be deemed a part of the Earnest Money and will be applied towards payment of the Purchase Price if the Closing occurs.
- (b) During the Inspection Period, the Earnest Money will be fully refundable if Purchaser elects to terminate the Purchase Contract. After the Inspection Period, the Earnest Money will be non-refundable unless (i) Seller defaults under the Purchase Contract in any material respect and does not cure the default within the time permitted under the Purchase Contract or (ii) a condition precedent to Purchaser's obligation to close is not satisfied and Purchaser elects not to close within the time permitted under the Purchase Contract. If Purchaser defaults under the Purchase Contract in any material respect, the Earnest Money will be paid to Seller as full liquidated damages and as Seller's sole remedy for such default.
- (c) At Closing, the Earnest Money will be paid over to Seller and applied to the Purchase Price.

4. **Inspection Period; Right to Terminate.** Purchaser will have a period of ninety (90) days after the Effective Date (the "**Inspection Period**") in which to undertake such studies, tests and investigations as will be contemplated in the Purchase Contract. The Purchase Contract will establish the terms and conditions under which Purchaser may conduct such inspections. Purchaser will not be permitted to enter upon or inspect the Property prior to the Effective Date, nor perform any invasive sampling or other environmental testing at the Property at any time. If Purchaser determines in its sole discretion that the Property is not suitable to Purchaser, for any reason or no reason, then Purchaser may terminate

the Purchase Contract by delivery of written notice to Seller prior to the end of the Inspection Period. Upon any such termination, the Earnest Money will be returned to Purchaser.

5. **Title and Survey.** At Closing, Seller will convey to Purchaser the Property by statutory warranty deed, subject to permitted title and survey exceptions, but free of monetary liens then due and payable. No later than thirty (30) days after the full execution of the Purchase Contract, Seller will cause the Title Company to issue to Purchaser a current title insurance commitment covering the Property. At its own cost, Purchaser may obtain a survey of the Property. Purchaser will have until fifteen (15) days prior to the expiration of the Inspection Period in which to notify Seller in writing of title and survey objections. If Seller does not elect to cure all objections specified in Purchaser's notice, then Purchaser may either accept a conveyance of the Property subject to such matters or terminate the Purchase Contract by sending written notice thereof to Seller prior to the end of the Inspection Period.
6. **Closing.** Closing will be held at the Atlanta, Georgia office of Title Company on October 1, 2018 (the "**Closing Date**"); provided, however, that Seller will have the right to extend the Closing Date for a period of up to one (1) calendar year to achieve VCUP Completion (as defined below). Closing may be held at such other place or such earlier time and date as Seller and Purchaser may mutually approve.
7. **As-Is.** Purchaser acknowledges and agrees that upon Closing, Seller will convey the Property to Purchaser, and Purchaser will accept the Property "as is, where is, with all faults", except to the extent expressly provided otherwise in the Purchase Contract.
8. **Transaction Costs.** Seller will pay (a) one-half (½) of any escrow fee which may be charged by the Title Company, and (b) the costs of curing all title objections for which Seller is responsible under the Purchase Contract. Purchaser will pay (i) one-half (½) of any escrow fees charged by the Title Company, (ii) all applicable transfer taxes, documentary stamp taxes and similar charges relating to the transfer of the Property, (iii) the fees for recording the statutory warranty deed, (iv) the premium for any owner's title policy and endorsements obtained by Purchaser at Closing, (v) the cost of Purchaser's inspections of the Property, (vi) the cost of the any survey of the Property that Purchaser may obtain, (ix) all fees, costs and expenses incurred in connection with Seller's achievement of VCUP Completion (as contemplated in Paragraph 12 below). Purchaser and Seller will each be responsible for its own attorneys' fees.
9. **Prorations.** All ad valorem taxes, rents and other items of income and expense will be prorated as of 11:59 p.m. on the date prior to Closing.

10. **Seller's Default.** Upon a default by Seller, Purchaser will be entitled, as its sole remedy, either (a) to receive the return of the Earnest Money, which return will operate to terminate the Purchase Contract and release Seller from any and all liability thereunder, or (b) to enforce specific performance of Seller's obligation to execute and deliver the documents required to convey the Property to Purchaser, subject to VCUP Completion, and to see that the Seller conveys the Property, it being understood and agreed that the remedy of specific performance will not be available to enforce any other obligation of Seller under the Purchase Contract, other than that conveyance. In the Purchase Contract, Purchaser will waive all other rights and remedies against Seller, including any claim for damages.
11. **Brokerage Commission.** Seller will pay a brokerage commission to Ashurst & Niemeyer, L.L.C. ("**Broker**") in an amount set forth in a separate agreement between Seller and Broker, which will be due and payable at the time of Closing and only in the event the Closing occurs. Purchaser and Seller will each indemnify the other against any claims for brokerage commissions arising out of the actions or agreements of the indemnifying party.
12. **VCUP Completion.**
 - (a) **Closing Condition.** The Property is the subject of that Application for Voluntary Cleanup Program dated January 24, 2007, prepared by MACTEC Engineering and Consulting, Inc., under MACTEC Project No. 6325-06-0097, for Colonial Properties Trust, and submitted to the Alabama Department of Environmental Management ("**ADEM**"). As contemplated in such application and the accompanying materials, Seller desires to achieve "**VCUP Completion**", which means satisfaction of all requirements contemplated in Section 335-15-1, *et seq.*, of the Alabama Department of Environmental Management Administrative Code (the "**Administrative Code**"), and other applicable Alabama law, to the extent necessary to obtain the liability protections described in Section 22-30E-9(a) of the Code of Alabama (1975) through the Voluntary Cleanup Program ("**VCUP**") contemplated in the Administrative Code. Seller's obligation to sell the Property to Purchaser will be subject to, and conditioned upon, achieving VCUP Completion.
 - (b) **Environmental Consultant.** On or before the date that is fifteen (15) days after the Effective Date, Seller will engage Terracon Consultants, Inc. ("**Terracon**") as its environmental consultant to advise Seller on the pursuit of VCUP Completion, which may include, without limitation, performing additional environmental investigations at the Property, preparing a plan for any remediation work necessary to achieve VCUP Completion, overseeing any such remediation work, and managing

correspondence with ADEM in the pursuit of VCUP Completion. Seller will keep Purchaser informed of all matters related to the status of VCUP Completion, and at Purchaser's request, Seller will arrange for conference calls or meetings among Seller, Purchaser and Terracon for such purposes.

- (c) **Remediation Plan.** Within ten (10) days after the Effective Date, Seller will provide to Purchaser all environmental reports in Seller's possession for Purchaser's review during the Inspection Period, as well as materials related to the Property prepared by Terracon. Seller will also coordinate with Purchaser and Terracon to determine the scope of any remediation work to be performed at the Property for purposes of achieving VCUP Completion.
 - (d) **Remediation Work.** Unless Purchaser should terminate the Purchase Contract during the Inspection Period, following the expiration of the Inspection Period, Purchaser will use commercially reasonable efforts to complete remediation work at the Property in accordance with the remediation plan created by Seller, Purchaser and Terracon, and to achieve VCUP Completion.
 - (e) **Costs and Expenses.** As an adjustment to the Purchase Price at Closing, Purchaser will reimburse Seller for all costs and expenses incurred by Seller to achieve VCUP Completion. Regardless of the amount of such adjustment, Purchaser will receive a \$100,000 credit against the Purchase Price, as Seller's contribution toward such costs and expenses.
13. **Non-Binding Nature of Letter of Intent.** Seller and Purchaser acknowledge that this letter is not intended to constitute a binding contract and that a contract will not exist unless and until the parties have executed a formal Purchase Contract covering the terms of this letter and all other essential terms of the proposed transaction. The parties acknowledge that they have not attempted to set forth in this letter all of the essential terms of the transaction and that such essential terms have not been agreed upon by the parties and are subject to further negotiations. Neither party may claim any legal rights against the other by reason of any actions taken in reliance upon this letter of intent, including without limitation, any partial performance of the transactions contemplated herein or the expenditure of time and money in anticipation of entering into a contract. The parties acknowledge that at any time either party will have the right to terminate the letter of intent or the negotiation of the Purchase Contract for any reason or no reason and that neither party owes the other party any duty to proceed under this Letter of Intent or to negotiate a final Purchase Contract.

Forty Seven Canal Place, LLC
May 14, 2018
Page 6

Very truly yours,

FORTY SEVEN CANAL PLACE, LLC,
an Alabama limited liability company

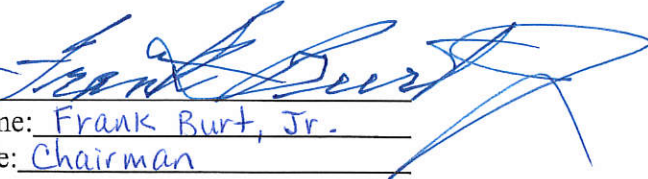
By: CPSI, LLC,
an Alabama limited liability company,
its manager

By: Elizabeth Long
Name: Elizabeth Long
Title: Vice President

Forty Seven Canal Place, LLC
May 14, 2018
Page 7

Accepted this 15th day of May, 2018:

BALDWIN COUNTY, ALABAMA

By: 
Name: Frank Burt, Jr.
Title: Chairman

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "**Agreement**") is made as of October 2, 2018 (the "**Effective Date**"), by and between **FORTY SEVEN CANAL PLACE, LLC**, an Alabama limited liability company ("**Seller**"), and **BALDWIN COUNTY, ALABAMA**, by and through the **BALDWIN COUNTY COMMISSION**, a political subdivision of the State of Alabama ("**Purchaser**").

FIDELITY NATIONAL TITLE INSURANCE COMPANY, a California corporation ("**Escrow Agent**"; and in its capacity as title insurer sometimes herein called the "**Title Company**"), is a party to this Agreement solely for the limited purposes set forth herein.

WITNESSETH:

ARTICLE 1

PURCHASE AND SALE

1.1 **Agreement of Purchase and Sale.** Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and convey, and Purchaser agrees to purchase, the following:

(a) That certain tract or parcel of land consisting of approximately 44.49 acres, located in the City of Orange Beach, Baldwin County, Alabama and more particularly described in Exhibit A, attached hereto and made a part hereof (the "**Land**"); and

(b) all those rights, easements and appurtenances pertaining to the Land (whether now or hereafter existing), including (i) all right, title and interest of Seller (if any) in and to any streets, alleys or rights-of-way (whether open, closed or proposed), within or adjacent to the Land, and (ii) all right, title and interest of Seller with respect to any easements, covenants, agreements, rights, privileges, tenements, mineral rights, oil and gas rights, water rights, subsurface rights, hereditaments and appurtenances that now or hereafter benefit the Land, but only to the extent that such right, title and interest is assignable and only to the extent that such right, title and interest relates to the Land as opposed to other property of Seller (the property described in this clause (b) is herein referred to collectively as the "**Related Rights**").

1.2 **Property Defined.** The Land and the Related Rights are hereinafter sometimes referred to collectively as the "**Property**."

1.3 **Permitted Exceptions.** The Property shall be conveyed, and Purchaser shall accept the Property, subject to the matters which are, or are deemed to be, Permitted Exceptions pursuant to Article 2 hereof (herein referred to collectively as the "**Permitted Exceptions**").

1.4 **Purchase Price.** Seller shall sell, and Purchaser shall purchase, the Property for a total purchase price of the greater of the following (the "**Purchase Price**"): (a) **SEVEN MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$7,500,000.00)**, or (b) the fair market value of the Property as set forth in the Appraisal (as hereinafter defined).

1.5 **Payment of Purchase Price.** The Purchase Price, as adjusted by prorations and adjustments as herein provided, shall be payable in full at Closing (as hereinafter defined), in cash, by wire transfer of immediately available federal funds to a bank account designated by Escrow Agent in writing to Purchaser prior to the Closing ("**Escrow Agent's Account**"). At Closing, Escrow Agent, acting as disbursing agent, shall disburse the Purchase Price, as adjusted by prorations and adjustments as herein provided, in full, in

cash by wire transfer of immediately available federal funds to a bank account designated by Seller in writing to Escrow Agent prior to the Closing.

1.6 **Earnest Money.** Within three (3) business days following the Effective Date, Purchaser shall deposit with the Atlanta, Georgia office of Escrow Agent the sum of **One Hundred Thousand and no/100 Dollars (\$100,000.00)** (the “**Initial Deposit**”) in cash, by wire transfer of immediately available funds. If Purchaser has not terminated this Agreement on or prior to the Inspection Date (as hereinafter defined), then Purchaser shall deposit an additional **Four Hundred Thousand and No/100 Dollars (\$400,000.00)** (the “**Additional Deposit**”; the Initial Deposit and the Additional Deposit, when deposited, are herein collectively called the “**Earnest Money**”) with Escrow Agent before 5:00 PM (Atlanta, Georgia time) on the Inspection Date. The Escrow Agent shall deposit the Earnest Money in accordance with the terms and conditions of Article 10 of this Agreement. All interest accruing on such sum, if any, shall become a part of the Earnest Money and shall be distributed as Earnest Money in accordance with the terms of this Agreement. If Purchaser fails to deliver any portion of the Earnest Money to the Escrow Agent within the time periods specified above, then this Agreement shall be deemed terminated. If Purchaser is entitled to have the Earnest Money returned to Purchaser pursuant to any provision of this Agreement other than Seller's default under this Agreement, then One Hundred Dollars (\$100.00) of the Earnest Money shall nevertheless be paid to Seller as good and sufficient consideration for entering into this Agreement. In addition, Seller acknowledges that Purchaser, in evaluating the Property and performing its due diligence investigation of the Property, will devote internal resources and incur expenses, and that such efforts and expenses of Purchaser also constitute good, valuable and sufficient consideration for this Agreement.

ARTICLE 2

TITLE AND SURVEY

2.1 **Title Examination; Commitment for Title Insurance.** No later than fifteen (15) days after the Effective Date, Seller will cause the Title Company to issue to Purchaser an updated title commitment covering the Property (the “**Title Commitment**”).

2.2 **Survey.** Purchaser may, at Purchaser's cost and expense, obtain a land title survey of the Property. Such survey, as may or may not be updated, shall constitute the “**Survey**” hereunder.

2.3 **Title Objections; Cure of Title Objections.**

(a) Purchaser shall have until the date that is ten (10) days prior to the Inspection Date (the “**Title Objection Deadline**”) to notify Seller, in writing, of such objections as Purchaser may have to the title or the survey, other than the Permitted Exceptions described on Exhibit B attached hereto and incorporated herein by this reference. Any item contained in the Title Commitment, any matter shown on the Survey or any document that is of record as of the effective date of, and disclosed in, the Title Commitment to which Purchaser does not object on or before the Title Objection Deadline shall be deemed a “**Permitted Exception.**”

(b) In the event Purchaser should notify Seller of objections to title or to matters shown on the Survey on or before the Title Objection Deadline, Seller shall have the right, but not the obligation, to cure such objections. On or before the fifth (5th) day following Seller's receipt of Purchaser's notice of objections, Seller shall notify Purchaser in writing whether Seller elects to attempt to cure such objections (but Seller's failure to provide a notice shall be deemed an election by Seller not to cure any of the objections). If Seller elects to attempt to cure any such objection, and provided that Purchaser shall not have terminated this Agreement in accordance with Section 3.2 hereof, then Seller shall use commercially reasonable efforts to attempt to remove, satisfy or cure the same. For this purpose, Seller shall be entitled to a reasonable extension of the Closing if additional time is required, but in no event shall the extension extend

for more than fifteen (15) days unless Purchaser consents in writing to a longer period. If Seller elects (or is deemed to have elected) not to cure any valid objections specified in Purchaser's notice, or if Seller fails or is unable to effect a cure, in either case prior to Closing (or by any date to which the Closing had been extended), then in either case, Purchaser shall select one, but not both, of the following options, which election must in each case be made within the time period provided in paragraph (c) below:

(1) to accept a conveyance of the Property subject to the Permitted Exceptions, specifically including any matter objected to by Purchaser which Seller is unwilling or unable to cure, and without reduction of the Purchase Price; or

(2) to terminate this Agreement by sending written notice thereof to Seller, and upon delivery of such notice of termination, this Agreement shall terminate and the Earnest Money shall be returned to Purchaser, and thereafter neither party hereto shall have any further rights, obligations or liabilities hereunder except to the extent that any right, obligation or liability set forth herein expressly survives termination of this Agreement.

(c) If Seller notifies Purchaser that Seller does not intend to attempt to cure any title objection, or if Seller is deemed to have elected not to cure any title objections, or if Seller notifies Purchaser of Seller's intent to cure any objection and Seller later notifies Purchaser that Seller has failed or will be unable to effect a cure thereof, then in any such case Purchaser shall, on or before the Inspection Date, notify Seller in writing whether Purchaser shall elect to accept the conveyance under clause (b)(1) above or to terminate this Agreement under clause (b)(2) above (with Purchaser's failure to provide such a notice deemed an election by Purchaser to accept conveyance under clause (b)(1) above).

(d) Purchaser acknowledges that the Property is encumbered by loan documents described on the attached Schedule 1. Whether or not Purchaser shall have furnished to Seller any notice of title objections pursuant to the foregoing provisions of this Agreement, Seller shall (i) pursue the release of the Property from the Mortgage (as defined on the attached Schedule 1), the termination of the Loan Documents (as defined on the attached Schedule 1), and Seller's release from all Secured Obligations (as defined in the Mortgage); and (ii) satisfy or discharge at or prior to Closing (A) all past due ad valorem taxes and assessments and water/sewer bills of any kind constituting a lien against the Property; (B) any undisputed mechanic's or materialmen's liens arising by, through or under Seller, and (C) all disputed monetary liens not exceeding Twenty-Five Thousand and No/100 Dollars (\$25,000.00). Notwithstanding anything to the contrary herein, Purchaser acknowledges that Seller has no obligation to incur any cost or expense, commence any legal action or proceeding, nor undertake any payment or performance obligation as consideration for, or to otherwise bring about, the termination or release of the Mortgage, Loan Documents or Secured Obligations. Further, the terms "discharge" and "discharged" as used in this paragraph include compliance with a statutory bonding procedure that has the legal effect of removing the encumbrance or monetary lien as a lien on the Property and allows the encumbrance or monetary lien to be removed from the title exceptions in the Title Policy (as defined below).

2.4 Conveyance of Title. At Closing, Seller shall convey and transfer the Property to Purchaser, subject to the Permitted Exceptions. It shall be a condition to Purchaser's obligation to close this transaction that title to the Property conveyed and transferred to Purchaser shall be such title to the Property as will enable the Title Company to issue to Purchaser an American Land Title Association (ALTA) Form 2006 Owner's Policy of Title Insurance (the "**Title Policy**") covering the Property, in the full amount of the Purchase Price, subject to the following matters, which shall be deemed to be Permitted Exceptions:

- (a) all matters set forth on Exhibit B, attached hereto and by this reference incorporated herein;
- (b) the VCUP Covenant (as hereinafter defined); and

(c) additional items, if any, appearing of record or shown on the Survey, except to the extent Seller agrees to cure, or is obligated to cure, any such matters pursuant to Section 2.3 or 2.5 hereof, but not any item created in violation of Section 2.6 hereof; and

2.5 **Pre-Closing "Gap" Title Defects.** Whether or not Purchaser shall have furnished to Seller any notice of title objections pursuant to the foregoing provisions of this Agreement, Purchaser may, at or prior to Closing, notify Seller in writing of any objections to title having a material adverse effect on the development, operation or value of the Property and first discovered by the Title Company or the surveyor that prepared the Survey, and first appearing of record or physically affecting the Property (as the case may be), between (a) the effective date of the Title Commitment or Survey (as the case may be) prior to the Title Objection Deadline, and (b) the Closing Date; provided, however, that Purchaser must notify Seller of any such objections within five (5) days after Purchaser's first receipt of any updated version of the Title Commitment, updated version of the Survey or other document, whichever first discloses the condition giving rise to any such objection. With respect to any objections to title set forth in such notice, Seller shall have the same option to cure and Purchaser shall have the same option to accept title subject to such matters or to terminate this Agreement as those which apply to any notice of objections made by Purchaser on or before the Title Objection Deadline. If Seller elects to attempt to cure any such matters, Seller shall have the right, at its election, to extend the date for Closing by a reasonable additional time to affect such a cure, but in no event shall the Closing be extended for more than fifteen (15) days unless Purchaser agrees in writing to a longer period.

Notwithstanding the foregoing, Purchaser may not object to any VCUP Covenant, unless such VCUP Covenant imposes restrictions upon activities at the Property or uses that may be made of the Property *in addition to* (i) the prohibition of any groundwater use at the Property, (ii) the prohibition of development of enclosed improvements intended for occupancy on that portion of the Property in the approximate location depicted and labeled as 'Groundwater Restricted Area' on the map attached hereto as Exhibit D, and (iii) the prohibition of development of improvements for residential uses on that portion of the Property in the approximate location depicted and labeled as 'Proposed Restricted Use Area' on the map attached hereto as Exhibit D without the installation of a physical "cap" over such area.

2.6 **Seller's Covenant Not to Encumber.** Seller agrees that, between the Effective Date and the Closing Date, except for execution and recordation of the VCUP Covenant, Seller will not sell, assign, rent, convey (absolutely or as security), grant a security interest in, or otherwise encumber or dispose of, the Property (or any part thereof or estate therein) in any manner that will survive Closing, except as approved in writing by Purchaser in Purchaser's reasonable discretion.

ARTICLE 3

INSPECTION PERIOD

3.1 **Right of Inspection.**

(a) Beginning on the Effective Date and continuing thereafter so long as this Agreement is not terminated, Purchaser shall have the right to make a physical inspection of the Property, and Purchaser, personally or through agents, employees or contractors, may go upon the Property during normal business hours or at other reasonable times approved by Seller to make boundary line or topographical surveys and to conduct such studies, tests, samplings, investigations and analyses of any and all aspects of the Property as Purchaser deems desirable, including, without limitation, engineering, environmental, soil, groundwater and other tests, samplings, investigations and studies of the Property; provided, however, that Purchaser shall not undertake any "Phase Two" environmental site assessment, nor any invasive testing or sampling (including, without limitation, removing, sampling or testing any soil, groundwater or any other substance at or from the

Property), without Seller's prior written consent, which may be granted or withheld in Seller's sole discretion.

(b) Prior to the Inspection Date, Purchaser shall obtain an appraisal of the Property that complies with the Uniform Standards of Professional Appraisal Practice (USPAP) and the Uniform Appraisal Standards for Federal Land Acquisition and any other appraisal requirements or standards as required by any applicable laws, rules or regulations, including 49 C.F.R. §§24.101 – 24.108 (the "**Appraisal**") from a duly qualified appraiser that sets forth an opinion as to the fair market value of the Property.

(c) Except to the extent prohibited by applicable law, Purchaser shall indemnify, hold harmless and defend Seller and its members, and their respective officers, directors, employees, partners and shareholders (collectively, the "**Indemnified Parties**") from and against any and all claims, demands, causes of action, liabilities, losses, costs, damages, penalties, fines, judgments, suits and expenses (including attorneys' fees and expenses, consultant fees, expert fees, and court costs incurred in defending any such claim or in enforcing this indemnity) of whatsoever nature (individually, a "**Claim**"; and collectively, "**Claims**") that may be incurred by Seller or any of the other Indemnified Parties and arising out of or in connection with the acts or omissions of Purchaser or its agents, representatives, contractors or consultants, or any of them, including but not limited to personal injury or death of persons, loss, destruction or damage to property, or liens or claims of lien filed against the Property. This Section 3.1(c) shall survive Closing or any termination of this Agreement.

3.2 **Right of Termination.** Seller agrees that in the event Purchaser determines, in Purchaser's sole discretion, for any reason or no reason, that it does not wish to acquire the Property, then Purchaser shall have the right to terminate this Agreement by giving written notice of such termination to Seller on or before the date that is one hundred twenty (120) days after the Effective Date (the "**Inspection Date**"). Upon any such termination of this Agreement pursuant to Purchaser's rights under this Section 3.2, the Earnest Money shall be promptly returned to Purchaser in accordance with Section 1.6 hereof, and Purchaser and Seller shall have no further rights and obligations hereunder except those which expressly survive termination of this Agreement. If Purchaser fails to give Seller timely notice of termination on or before the Inspection Date, then Purchaser shall no longer have the right to terminate this Agreement under this Section 3.2 and, subject to any contrary provisions of this Agreement, shall be bound to proceed to Closing and consummate the transaction contemplated hereby pursuant to the terms of this Agreement.

ARTICLE 4

CLOSING

4.1 **Time and Place.** Unless extended under other provisions of this Agreement, the consummation of the transaction contemplated hereby (the "**Closing**") shall be held at the office of Escrow Agent in metropolitan Atlanta, Georgia on or before the date that is thirty (30) days after the Inspection Date. At Closing, Seller and Purchaser shall perform the obligations set forth in, respectively, Section 4.2 and Section 4.3. The Closing may be held at such other place or such earlier time and date as Seller and Purchaser shall mutually approve in writing. The date on which the Closing is scheduled to occur hereunder (or, if earlier, the date on which Closing occurs) is referred to herein as the "**Closing Date**". The parties will endeavor to "pre-close" on the business day prior to the Closing Date, so as to allow the wire transfers of the Purchase Price to occur at the opening of business on the Closing Date or as promptly thereafter as practical.

4.2 **Seller's Obligations at Closing.** At Closing, Seller shall:

(a) deliver to Purchaser its duly executed statutory warranty deed (the "Deed") in recordable form, conveying the Property, subject to the Permitted Exceptions, such deed to be in the form attached hereto as Exhibit C;

(b) deliver to the Title Company such evidence as the Title Company may reasonably require as to the authority of Seller to consummate the Closing, and the authority of the person or persons executing documents on behalf of Seller;

(c) deliver to Purchaser an affidavit duly executed by Seller stating that Seller is not a "foreign person" as defined in Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended;

(d) deliver to Purchaser such documents as may be required by applicable law to determine whether, and how much, income tax should be withheld from the proceeds of the sale of the Property and submitted to the Alabama Department of Revenue, pursuant to Section 40-18-86 of the Code of Alabama (1975);

(e) deliver to the Title Company a title insurance certificate, duly executed on behalf of Seller, in form and content reasonably satisfactory to Seller and the Title Company, for the purpose of permitting the Title Company to issue the Title Policy at Closing without exception for mechanics' or materialmen's liens for work performed by or on behalf of Seller, or exception for parties in possession of the Property under unrecorded leases;

(f) deliver to Purchaser possession of the Property, subject to the Permitted Exceptions; and

(g) deliver such additional documents as shall be reasonably requested by the Title Company or required to consummate the transaction contemplated by this Agreement; provided, however, that in no event shall Seller be required to indemnify the Title Company, Purchaser, or any other party pursuant to any such documents, or undertake any other material liability not expressly contemplated in this Agreement, unless Seller elects to do so in its sole discretion.

Seller may satisfy its foregoing obligations for deliveries to Purchaser by delivering such items to the Escrow Agent with instructions to release the same to Purchaser upon the Closing.

4.3 Purchaser's Obligations at Closing. At Closing, Purchaser shall:

(a) deliver to Seller the full amount of the Purchase Price, as increased or decreased by prorations and adjustments as herein provided, prior to 2:00 p.m. (Atlanta, Georgia local time) on the Closing Date, in immediately available federal funds wire transferred to Escrow Agent's Account pursuant to Section 1.5 above, it being agreed that at Closing the Earnest Money shall be applied towards payment of the Purchase Price;

(b) deliver to Seller such evidence as Seller and/or the Title Company may reasonably require as to the authority of Purchaser to consummate the Closing, and the authority of the person or persons executing documents on behalf of Purchaser; and

(c) deliver such additional documents as shall be reasonably requested by the Title Company or required to consummate the transaction contemplated by this Agreement, provided, however, that in no event shall Purchaser be required to undertake any other material liability not expressly contemplated in this Agreement, unless Purchaser elects to do so in its sole discretion.

Purchaser may satisfy its foregoing obligations for deliveries to Seller by delivering such items to the Escrow Agent with instructions to release the same to Seller upon the Closing.

4.4 **Credits and Prorations.**

(a) All expenses in connection with the operation of the Property shall be apportioned, as of 11:59 P.M. (Atlanta, Georgia local time) on the day prior to the Closing Date, as if Purchaser were vested with title to the Property during the entire Closing Date, such that, except as expressly provided to the contrary in this Agreement, Seller shall have the burden of expenses for the day preceding the Closing Date (and all periods prior to Closing) and Purchaser shall have the burden of expenses for the Closing Date and thereafter. Item (1) below will be prorated at Closing utilizing the information known at that time and a post-closing "true-up" shall take place within thirty (30) days of the availability of tax bills for the year of Closing to adjust said prorations, if necessary, and item (2) below will actually be prorated at Closing. Such prorated items shall include, without limitation, the following:

(1) ad valorem taxes and assessments levied against the Property for the tax year of the year of Closing;

(2) any gas, electricity, water and other utility charges for which Seller is liable, if any, such charges to be apportioned at Closing on the basis of the most recent meter reading occurring prior to Closing or the most recent utility bill received by Seller, as applicable; and

(3) any other operating expenses or other items pertaining to the Property which are customarily prorated between a purchaser and a seller of vacant land in the area in which the Property is located.

(b) Notwithstanding anything contained in the foregoing provisions:

Any ad valorem taxes paid at or prior to Closing shall be prorated based upon the amounts actually paid for the current tax year. If all taxes and assessments for the current tax year have not been paid before Closing, Seller shall be charged at Closing an amount equal to that portion of such taxes and assessments which relates to the period before Closing and, after Closing, Purchaser shall pay the taxes and assessments prior to their becoming delinquent. Any such apportionment made with respect to a tax year for which the tax rate or assessed valuation, or both, have not yet been fixed shall be based upon the tax rate and/or assessed valuation last fixed. To the extent that the actual taxes and assessments for the current tax year differ from the amount apportioned at Closing, the parties shall make all necessary adjustments by appropriate payments between themselves following Closing.

(c) The provisions of this Section 4.4 shall survive Closing.

4.5 **Closing Costs.** Seller shall pay (a) the fees of any counsel representing it in connection with this transaction, (b) one-half (½) of any escrow fee which may be charged by Escrow Agent or Title Company, (c) the costs of curing all title objections for which Seller is responsible under this Agreement, and (d) any costs that may be incurred by Seller to obtain the release of the Property from the Mortgage, the termination of the Loan Documents and the release of Seller from the Secured Obligations; (e) Seller's costs to pursue and obtain VCUP Completion, including fees and expenses charged by Terracon (as hereinafter defined). Purchaser shall pay (i) the fees of any counsel representing Purchaser in connection with this transaction, (ii) one-half (½) of any escrow fees charged by the Escrow Agent or Title Company, (iii) all applicable transfer taxes, documentary stamp taxes and similar charges relating to the transfer of the Property, (iv) the fees for recording the Deed, (v) the premium for the Title Policy in the amount of the

Purchase Price, and the premiums for any lender's policy or title insurance endorsements, (vi) the costs of any financing obtained by Purchaser, (vii) the cost of Purchaser's inspections of the Property, (viii) the cost of the Survey and any updates or revisions thereto, including revisions necessary so that the Survey complies with Purchaser's lender's requirements, and (ix) all fees, costs and expenses incurred in connection with the Appraisal. All other costs and expenses incident to this transaction and the closing thereof shall be paid by the party incurring same.

4.6 **Conditions Precedent to Obligation of Purchaser.** The obligation of Purchaser to consummate the transaction hereunder shall be subject to the fulfillment on or before the date of Closing (or such earlier time as otherwise required hereby) of all of the following conditions, any or all of which may be waived by Purchaser in its sole discretion:

(a) Seller shall have delivered to Purchaser at Closing all of the material items required to be delivered to Purchaser by Seller at Closing pursuant to the terms of this Agreement, including but not limited to, those provided for in Section 4.2;

(b) All of the representations and warranties of Seller set forth in Section 5.1 of this Agreement shall be true and correct in all material respects as of the date of Closing (with appropriate modifications permitted under this Agreement or not adverse to Purchaser);

(c) Seller shall have performed and observed, in all material respects, all covenants and agreements of this Agreement to be performed and observed by Seller as of the date of Closing;

(d) If Purchaser obtains the Appraisal prior to the Inspection Date, such Appraisal shall set forth an opinion that the fair market value of the Property is equal to, or greater than, Seven Million Five Hundred Thousand and No/100 U.S. Dollars (\$7,500,000.00);

(e) The Property shall have been released from the Mortgage and all existing liens (as described in paragraph 2.3(d)), all of the Loan Documents shall have been terminated, and Seller shall have been released from all Secured Obligations (as such term is defined in the Mortgage), and subject to the consummation of the Closing, the payment of all applicable premiums, and the satisfaction of all other requirements in the Title Commitment, the Title Company shall be committed to issue an owner's title insurance policy to Purchaser without exception for the Mortgage;

(f) Seller shall have achieved VCUP Completion (as hereinafter defined); and

(g) All other conditions precedent to Purchaser's obligation to consummate the transaction hereunder (if any) which are expressly set forth in this Agreement shall have been satisfied on or before the date of Closing.

In the event any of the foregoing conditions has not been satisfied by the Closing Date, and the failure of such condition would cause a diminution in the value of the Property in excess of \$25,000.00, Purchaser shall have the right to terminate this Agreement by written notice given to Seller on the Closing Date, whereupon Escrow Agent shall promptly refund the Earnest Money to Purchaser and the parties shall have no further rights, duties or obligations hereunder, other than those which are expressly provided herein to survive the termination of this Agreement; provided, however, that if any of the foregoing conditions has not been satisfied due to a default by Purchaser or Seller hereunder, then Purchaser's and Seller's respective rights, remedies and obligations shall instead be determined in accordance with Article 6.

4.7 **Conditions Precedent to Obligation of Seller.** The obligation of Seller to consummate the transaction hereunder shall be subject to the fulfillment on or before the date of Closing of all of the following conditions, any or all of which may be waived by Seller in its sole discretion:

(a) Seller shall have received the Purchase Price as adjusted pursuant to and payable in the manner provided for in this Agreement;

(b) Purchaser shall have delivered to Seller at Closing all of the material items required to be delivered to Seller by Purchaser or Purchaser's agents pursuant to the terms of this Agreement, including but not limited to, those provided for in Section 4.3;

(c) All of the representations and warranties of Purchaser contained in this Agreement shall be true and correct in all material respects as of the date of Closing (with appropriate modifications permitted under this Agreement);

(d) Purchaser shall have performed and observed, in all material respects, all covenants and agreements of this Agreement to be performed and observed by Purchaser as of the date of Closing;

(e) Seller shall have achieved VCUP Completion (as hereinafter defined);

(f) The Property shall have been released from the Mortgage, all of the Loan Documents shall have been terminated, and Seller shall have been released from all Secured Obligations (as such term is defined in the Mortgage); and

(g) All other conditions precedent to Seller's obligation to consummate the transaction hereunder (if any) which are expressly set forth in this Agreement shall have been satisfied on or before the date of Closing.

In the event any of the foregoing conditions has not been satisfied by the Closing Date, Seller shall have the right to terminate this Agreement by written notice given to Purchaser on the Closing Date, whereupon Escrow Agent shall promptly refund the Earnest Money to Purchaser and the parties shall have no further rights, duties or obligations hereunder, other than those which are expressly provided herein to survive a termination of this Agreement; provided, however, if any of the foregoing conditions has not been satisfied due to a default by Purchaser or Seller hereunder, then Purchaser's and Seller's respective rights, remedies and obligations shall instead be determined in accordance with Article 6.

4.8 **ADEM Voluntary Cleanup Program.**

(a) **General.** Purchaser acknowledges that (i) Seller has delivered to Purchaser for its review the documents described on Schedule 2 attached hereto and incorporated herein by this reference (the "**Environmental Documents**"), which describe (among other things) certain soil and groundwater conditions at the Property; (ii) the Property is the subject of that Application for Voluntary Cleanup Program dated January 24, 2007, prepared by MACTEC Engineering and Consulting, Inc., under MACTEC Project No. 6325-06-0097, for Colonial Properties Trust, and submitted to the Alabama Department of Environmental Management ("**ADEM**"), a copy of which is included with the Environmental Documents along with a copy of ADEM's approval thereof; (iii) the purpose of such application was to obtain ADEM's acceptance of the Property into the Voluntary Cleanup Program ("**VCUP**") contemplated in Section 335-15-1, *et seq.*, of the Alabama Department of Environmental Management Administrative Code (the "**Administrative Code**"); and (iv) Seller would not be willing to sell the Property to Purchaser without the satisfaction of all requirements in the Administrative Code to obtain, through ADEM's issuance of a "letter of concurrence" or otherwise, the full extent of the liability protections afforded by VCUP pursuant to Section 22-30E-9(a) of the Code of Alabama (1975) ("**VCUP Completion**").

(b) **VCUP Covenant.** Seller has engaged Terracon Consultants, Inc. ("**Terracon**") as its environmental consultant to facilitate Seller's pursuit of VCUP Completion. Terracon's efforts may include,

without limitation, performing additional environmental investigations at the Property, preparing a plan for any remediation work necessary to achieve VCUP Completion, overseeing any such remediation work, and managing correspondence with ADEM in the pursuit of VCUP Completion. Seller will keep Purchaser reasonably informed of all matters related to the status of VCUP Completion, and at Purchaser's request, Seller will arrange for conference calls or meetings among Seller, Purchaser and Terracon for such purposes. Seller has directed Terracon to prepare a site assessment and plan with respect to the Property for submission to ADEM, which will propose for ADEM's approval a plan for achieving VCUP Completion (the "**VCUP Plan**"). Following such submittal, Seller agrees to provide a copy of such document to Purchaser. Seller anticipates that the VCUP Plan will propose that title to the Property be subjected to a recorded restrictive covenant (the "**VCUP Covenant**") that would impose certain activity and use limitations on the Property. If the VCUP Plan is approved by ADEM, Seller agrees to use commercially reasonable efforts to achieve VCUP Completion; provided, however, that Seller shall have no obligation to (i) perform (or cause to be performed) any additional excavation or other remediation work at the Property, (ii) incur any additional costs or expenses to achieve VCUP Completion beyond ordinary fees and expenses imposed by ADEM for participation in the VCUP program, nor (iii) file any legal action or proceeding to bring about VCUP Completion.

(c) **Closing Extension.** If VCUP Completion has not been achieved by the date that is five (5) business days prior to the Closing Date set forth above in Section 4.1, Seller may extend the date for Closing up to ninety (90) days by providing written notice of such extension to Purchaser prior to the Closing.

ARTICLE 5

REPRESENTATIONS, WARRANTIES AND COVENANTS

5.1 **Representations and Warranties of Seller.** Seller hereby makes the following representations and warranties to Purchaser as of the Effective Date. Such representations and warranties are subject to (i) the Permitted Exceptions and (ii) all other applicable provisions of this Agreement, including without limitation Article 9. In addition, each individual representation and warranty is qualified to the extent of any applicable information or exception which is otherwise disclosed in another representation or warranty of Seller herein.

(a) **Organization and Authority.** Seller has been duly organized and is validly existing and in good standing as a limited liability company under the laws of the State of Alabama. Seller has the full right and authority to enter into this Agreement and to transfer the Property pursuant hereto and to consummate or cause to be consummated the transactions contemplated herein. The person signing this Agreement on behalf Seller is authorized to do so. Neither the execution and delivery of this Agreement, nor any other documents executed and delivered, or to be executed and delivered, by Seller in connection with the transactions described herein, will violate any provision of Seller's organizational documents or of any agreements, regulations, or laws to or by which Seller is bound. This Agreement has been, and each document to be executed and delivered by Seller at Closing shall have been as of Closing, duly authorized, executed and delivered by Seller, and is or shall be a valid and binding obligation of Seller and is or shall be enforceable against Seller in accordance with its terms subject to (i) applicable bankruptcy, insolvency, reorganization, moratorium, and other laws affecting the rights of creditors generally; and (ii) the exercise of judicial discretion in accordance with general principles of equity.

(b) **Consents.** Seller has obtained all consents and permissions (if any) related to the transactions herein contemplated and required under any covenant, agreement, encumbrance, law or regulation by which Seller or the Property is bound.

(c) **Pending Actions.** To Seller's knowledge, Seller has not received written notice of any action, suit, violation, arbitration, administrative or judicial proceeding, or unsatisfied order or judgment against Seller which pertains directly to the Property or the transaction contemplated by this Agreement, which in either case, if adversely determined, would have a material adverse effect on the use, operation or value of the Property.

5.2 **Knowledge Defined.** References to the "knowledge" of Seller shall refer only to the actual knowledge, without investigation or inquiry, on the Effective Date of the Designated Representative (as hereinafter defined) of Seller, and shall not be construed, by imputation or otherwise, to refer to the knowledge of any broker, or to any other officer, agent, manager, representative or employee of Seller or any affiliate of Seller, or to impose upon such Designated Representative any duty to investigate the matter to which such actual knowledge, or the absence thereof, pertains. As used herein, the term "Designated Representative" shall refer to the following person: Albert M. Campbell III, Executive Vice President and Chief Financial Officer. There shall be no personal liability on the part of the individual named above arising out of any representations or warranties made herein or otherwise and Purchaser waives all such claims which Purchaser now has or may later acquire against them in connection with the transactions contemplated in this Agreement.

5.3 **Survival of Seller's Representations and Warranties.** The representations and warranties of Seller set forth in Section 5.1, shall survive Closing for a period of ninety (90) days after Closing.

5.4 **Representations and Warranties of Purchaser.** Purchaser hereby makes the following representations and warranties to Seller as of the Effective Date:

(a) **Organization and Authority.** Purchaser has been duly organized and is validly existing as a political subdivision under the laws of the State of Alabama. Purchaser has the full right and authority to enter into this Agreement and to purchase the Property pursuant hereto and to consummate or cause to be consummated the transactions contemplated herein. The person signing this Agreement on behalf of Purchaser is authorized to do so. Neither the execution and delivery of this Agreement nor any other documents executed and delivered, or to be executed and delivered, by Purchaser in connection with the transactions described herein, will violate any provision of Purchaser's charter or organizational laws or of any agreements, regulations, or laws to or by which Purchaser is bound. This Agreement has been duly authorized, executed and delivered by Purchaser, is a valid and binding obligation of Purchaser and is enforceable against Purchaser in accordance with its terms subject to (i) applicable bankruptcy, insolvency, reorganization, moratorium, and other laws affecting the rights of creditors generally; and (ii) the exercise of judicial discretion in accordance with general principles of equity.

(b) **Consents.** Purchaser has obtained all consents and permissions (if any) related to the transactions herein contemplated and required under any covenant, agreement, encumbrance, law or regulation by which Purchaser is bound.

(c) **Pending Actions.** To Purchaser's knowledge, there is no action, suit, arbitration, administrative or judicial administrative proceeding, or unsatisfied order or judgment pending or threatened against Purchaser which, if adversely determined, could individually or in the aggregate have a material adverse effect on Purchaser's ability to consummate the transaction contemplated herein.

5.5 **Survival of Purchaser's Representations and Warranties.** The representations and warranties of Purchaser set forth in Section 5.4 shall survive Closing for a period of ninety (90) days after Closing.

ARTICLE 6

DEFAULT

6.1 **Default by Purchaser.** If the sale of the Property as contemplated hereunder is not consummated due to Purchaser's default hereunder, then Seller shall be entitled, as its sole and exclusive remedy for such default, to terminate this Agreement and receive the Earnest Money as liquidated damages for the breach of this Agreement and not as a penalty, it being agreed between the parties hereto that the actual damages to Seller in the event of such breach are impractical to ascertain and the amount of the Earnest Money is a reasonable estimate thereof, Seller hereby expressly waiving and relinquishing any and all other remedies at law or in equity. Seller's right to receive the Earnest Money is intended not as a penalty, but as full liquidated damages. The right to receive the Earnest Money as full liquidated damages is Seller's sole and exclusive remedy in the event of default hereunder by Purchaser, and Seller hereby waives and releases any right to (and hereby covenants that it shall not) sue Purchaser: (a) for specific performance of this Agreement, or (b) to recover any damages of any nature or description other than or in excess of the Earnest Money. Purchaser hereby waives and releases any right to (and hereby covenants that it shall not) sue Seller or seek or claim a refund of the Earnest Money (or any part thereof) on the grounds it is unreasonable in amount and exceeds Seller's actual damages or that its retention by Seller constitutes a penalty and not agreed upon and reasonable liquidated damages. This Section 6.1 is subject to Section 6.4 hereof.

6.2 **Default by Seller.** If Seller fails to perform any material obligation of Seller pursuant to the terms of this Agreement, then Purchaser shall be entitled, as its sole and exclusive remedy for such default, to either (a) receive the return of the Earnest Money, which return shall operate to terminate this Agreement and release Seller from any and all liability hereunder; or (b) bring an action against Seller for specific performance of this Agreement, so long as such action is filed within ninety (90) days of Seller's alleged breach. Purchaser expressly waives its rights to seek damages in the event of Seller's default hereunder. This Section 6.2 is subject to Section 6.4 hereof. Notwithstanding anything to the contrary herein, the remedy described in clause (a) above shall be Purchaser's sole and exclusive remedy for (i) Seller's failure to pursue or obtain the release of the Property from the Mortgage, the termination of the Loan Documents or Seller's release from all Secured Obligations pursuant to Section 2.3(d) above, and (ii) Seller's failure to use commercially reasonable efforts to obtain VCUP Completion pursuant to Section 4.8(b) above.

6.3 **Notice of Default; Opportunity to Cure.** Neither Seller nor Purchaser shall be deemed to be in default hereunder until and unless such party has been given written notice of its failure to comply with the terms hereof and thereafter does not cure such failure within five (5) business days after receipt of such notice; provided, however, that this Section 6.3 shall not (i) apply to Purchaser's failure to deliver the Earnest Money or any portion thereof on the dates required hereunder or to either party's failure to make any deliveries required of such party on the Closing Date, or, accordingly, (ii) have the effect of extending the Closing Date or the due date of any Earnest Money deposit hereunder.

6.4 **Recoverable Damages.** Notwithstanding Sections 6.1 and 6.2 hereof, in no event shall the provisions of Sections 6.1 and 6.2 limit (a) either Purchaser's or Seller's obligation to indemnify the other party, or the damages recoverable by the indemnified party against the indemnifying party due to, a party's express obligation to indemnify the other party in accordance the terms of this Agreement, or (ii) either Purchaser's or Seller's obligation to pay costs, fees or expenses under Section 4.4 or 4.5 hereof, or the damages recoverable by either party against the other party due to a party's failure to pay such costs. In addition, if this Agreement terminates for any reason, other than a default by Seller hereunder, and Purchaser or any party related to or affiliated with Purchaser asserts any claim or right to the Property that would otherwise delay or prevent Seller from having clear, indefeasible, and marketable title to the Property, then

Seller shall have all rights and remedies available at law or in equity with respect to such assertion by Purchaser and any loss, damage or other consequence suffered by Seller as a result of such assertion.

ARTICLE 7

CONDEMNATION

If prior to the Closing any part of the Property is subject to a bona fide threat of condemnation by a body having the power of eminent domain or condemnation, or sale in lieu thereof, where such taking or sale in lieu would permanently and materially impair Purchaser's ability to develop the Property for Purchaser's intended use as a public park with a boat ramp, parking and other outdoor recreational facilities, Purchaser may elect to terminate this Agreement by giving Seller notice to such effect within five (5) business days after receipt of notice of such occurrence, and the parties hereto shall be relieved and released of and from any and all further liability hereunder, and the Earnest Money shall forthwith be returned to Purchaser, whereupon this Agreement shall terminate, and the parties hereto shall have no further rights or obligations hereunder, except for any right or obligation under any paragraph hereof which by its terms survives any termination hereof. If Purchaser does not elect so to cancel, this Agreement shall remain in full force and effect and the purchase contemplated herein, less any property taken by eminent domain or condemnation, shall be effected without reduction in the Purchase Price, and Seller shall, at the Closing, assign, transfer and set over unto Purchaser all of Seller's right, title and interest in and to any awards paid or payable for such taking.

ARTICLE 8

COMMISSIONS

8.1 **Brokers' Commissions.** The parties acknowledge that Ashurst & Niemeyer, L.L.C. ("**Broker**") has been retained by and represents Seller as broker in connection with the sale of the Property by Seller to Purchaser. Seller agrees that Seller shall pay to each Broker upon, but only upon, final consummation of the transaction contemplated herein, a real estate brokerage commission pursuant to a separate written agreement between Seller and Broker.

8.2 **Representation and Indemnity.** Each of Purchaser and Seller hereby represents and warrants to the other that it has not disclosed this Agreement or the subject matter hereof to, and has not otherwise dealt with, any real estate broker (other than Broker), agent or salesman so as to create any legal right or claim in any such broker, agent or salesman for a real estate commission or similar fee or compensation with respect to the negotiation and/or consummation of this Agreement or the conveyance of the Property by Seller to Purchaser. Purchaser and Seller shall indemnify, hold harmless and defend each other from and against any and all claims and demands for a real estate brokerage commission or similar fee or compensation arising out of any claimed dealings with the indemnifying party and relating to this Agreement or the purchase and sale of the Property (including reasonable attorneys' fees and expenses and court costs incurred in defending any such claim or in enforcing this indemnity).

8.3 **Survival.** This Article 8 shall survive the rescission, cancellation, termination or consummation of this Agreement.

ARTICLE 9

DISCLAIMERS, WAIVERS AND INDEMNITY

9.1 No Reliance on Documents. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 5.1 HEREOF, SELLER MAKES NO REPRESENTATION OR WARRANTY AS TO THE TRUTH, ACCURACY OR COMPLETENESS OF ANY MATERIALS, DATA OR INFORMATION DELIVERED BY SELLER TO PURCHASER IN CONNECTION WITH THE TRANSACTION CONTEMPLATED HEREBY. PURCHASER ACKNOWLEDGES AND AGREES THAT ALL MATERIALS, DATA AND INFORMATION DELIVERED BY SELLER TO PURCHASER IN CONNECTION WITH THE TRANSACTION CONTEMPLATED HEREBY ARE PROVIDED TO PURCHASER AS A CONVENIENCE ONLY AND THAT ANY RELIANCE ON OR USE OF SUCH MATERIALS, DATA OR INFORMATION BY PURCHASER SHALL BE AT THE SOLE RISK OF PURCHASER, EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PURCHASER ACKNOWLEDGES AND AGREES THAT (A) THE ENVIRONMENTAL DOCUMENTS, ANY ENVIRONMENTAL OR OTHER REPORT WITH RESPECT TO THE PROPERTY WHICH IS DELIVERED BY SELLER TO PURCHASER SHALL BE FOR GENERAL INFORMATIONAL PURPOSES ONLY, (B) PURCHASER SHALL NOT HAVE ANY RIGHT TO RELY ON ANY SUCH REPORT DELIVERED BY SELLER TO PURCHASER, BUT RATHER WILL RELY ON ITS OWN INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY AND ANY REPORTS COMMISSIONED BY PURCHASER WITH RESPECT THERETO, AND (C) NEITHER SELLER, ANY AFFILIATE OF SELLER NOR THE PERSON OR ENTITY WHICH PREPARED ANY SUCH REPORT DELIVERED BY SELLER TO PURCHASER SHALL HAVE ANY LIABILITY TO PURCHASER FOR ANY INACCURACY IN OR OMISSION FROM ANY SUCH REPORT.

9.2 Disclaimers. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES OF SELLER SET FORTH IN SECTION 5.1 HEREOF, PURCHASER UNDERSTANDS AND AGREES THAT SELLER IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESSED OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE (OTHER THAN SELLER'S LIMITED OR SPECIAL WARRANTY OF TITLE TO BE SET FORTH IN THE DEED), ZONING, TAX CONSEQUENCES, LATENT OR PATENT PHYSICAL OR ENVIRONMENTAL CONDITION, UTILITIES, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, THE COMPLIANCE OF THE PROPERTY WITH APPLICABLE LAWS, THE ABSENCE OR PRESENCE OF HAZARDOUS MATERIALS OR OTHER TOXIC SUBSTANCES, COMPLIANCE WITH ENVIRONMENTAL LAWS, THE TRUTH, ACCURACY OR COMPLETENESS OF THE PROPERTY DOCUMENTS OR ANY OTHER INFORMATION PROVIDED BY OR ON BEHALF OF SELLER TO PURCHASER, OR ANY OTHER MATTER OR THING REGARDING THE PROPERTY. PURCHASER ACKNOWLEDGES AND AGREES THAT UPON CLOSING SELLER SHALL SELL AND CONVEY TO PURCHASER AND PURCHASER SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS", EXCEPT TO THE EXTENT EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT. PURCHASER HAS NOT RELIED AND WILL NOT RELY ON, AND SELLER IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESSED OR IMPLIED WARRANTIES, GUARANTIES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR RELATING THERETO (INCLUDING SPECIFICALLY, WITHOUT LIMITATION, PROPERTY INFORMATION PACKAGES DISTRIBUTED WITH RESPECT TO THE PROPERTY) MADE OR FURNISHED BY SELLER, THE MANAGER OF THE PROPERTY, OR ANY REAL ESTATE BROKER OR AGENT REPRESENTING OR PURPORTING TO REPRESENT SELLER, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING, UNLESS SPECIFICALLY SET FORTH IN THIS AGREEMENT.

PURCHASER REPRESENTS TO SELLER THAT PURCHASER HAS CONDUCTED, OR WILL CONDUCT PRIOR TO CLOSING, SUCH INVESTIGATIONS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AS PURCHASER DEEMS NECESSARY TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO ANY HAZARDOUS MATERIALS OR TOXIC SUBSTANCES ON OR DISCHARGED FROM THE PROPERTY, AND WILL RELY SOLELY UPON SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO, OTHER THAN SUCH REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER AS ARE EXPRESSLY SET FORTH IN THIS AGREEMENT. UPON CLOSING, PURCHASER SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO, ADVERSE PHYSICAL OR ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY PURCHASER'S INVESTIGATIONS, AND PURCHASER, UPON CLOSING, SHALL BE DEEMED TO HAVE WAIVED, RELINQUISHED AND RELEASED SELLER (AND SELLER'S AND ITS MEMBERS' RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS) FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT OR UNDER ANY ENVIRONMENTAL LAW), LOSSES, DAMAGES, LIABILITIES, FINES, PENALTIES (WHETHER BASED ON STRICT LIABILITY OR OTHERWISE), LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COURT COSTS) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, WHICH PURCHASER MIGHT HAVE ASSERTED OR ALLEGED AGAINST SELLER (AND SELLER'S AND ITS MEMBERS' RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS) AT ANY TIME BY REASON OF OR ARISING OUT OF ANY PHYSICAL CONDITIONS, VIOLATIONS OF ANY APPLICABLE LAWS (INCLUDING, WITHOUT LIMITATION, ANY ENVIRONMENTAL LAWS) AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES OR MATTERS REGARDING THE PROPERTY. THE FOREGOING SHALL NOT BE INTERPRETED TO WAIVE ANY CLAIM OF PURCHASER WITH RESPECT TO ANY BREACH BY SELLER OF ANY EXPRESS REPRESENTATIONS AND WARRANTIES MADE BY SELLER IN SECTION 5.1 THAT EXPRESSLY SURVIVE CLOSING PURSUANT TO SECTION 5.3.

PURCHASER AGREES THAT SHOULD ANY INVESTIGATION, CLEANUP, REMEDIATION OR REMOVAL OF HAZARDOUS SUBSTANCES OR OTHER ENVIRONMENTAL CONDITIONS ON OR RELATED TO THE PROPERTY BE REQUIRED AFTER THE DATE OF CLOSING, SELLER SHALL HAVE NO LIABILITY TO PURCHASER TO PERFORM OR PAY FOR SUCH INVESTIGATION, CLEAN-UP, REMOVAL OR REMEDIATION, AND PURCHASER EXPRESSLY WAIVES AND RELEASES ANY CLAIM TO THE CONTRARY. THE FOREGOING SHALL NOT BE INTERPRETED TO WAIVE ANY CLAIM OF PURCHASER WITH RESPECT TO ANY BREACH BY SELLER OF ANY EXPRESS REPRESENTATIONS AND WARRANTIES MADE BY SELLER IN SECTION 5.1 THAT EXPRESSLY SURVIVE CLOSING PURSUANT TO SECTION 5.3.

PURCHASER REPRESENTS AND WARRANTS THAT THE TERMS OF THE RELEASE CONTAINED HEREIN AND ITS CONSEQUENCES HAVE BEEN COMPLETELY READ AND UNDERSTOOD BY PURCHASER, AND PURCHASER HAS HAD THE OPPORTUNITY TO CONSULT WITH, AND HAS CONSULTED WITH, LEGAL COUNSEL OF PURCHASER'S CHOICE WITH REGARD TO THE TERMS OF THIS RELEASE. PURCHASER ACKNOWLEDGES AND WARRANTS THAT PURCHASER'S EXECUTION OF THIS RELEASE IS FREE AND VOLUNTARY.

9.3 **Environmental Indemnity.** At its sole cost and expense, from and after the Closing, Purchaser shall indemnify, protect, hold harmless and defend the Indemnified Parties, with counsel selected by Seller, from and against any and all Claims, which may at any time be imposed upon, incurred, suffered by, or asserted or awarded against, any of the Indemnified Parties directly or indirectly relating to or arising from any future Environmental Activity or Condition (as hereinafter defined) affecting all or any portion of the Property.

As used herein, the following terms shall have the corresponding meanings set forth below:

“Environmental Activity or Condition” means the presence, use, generation, manufacture, production, processing, storage, release, threatened release, discharge, disposal, treatment or transportation of any Hazardous Material on, onto, in (or within), under, over or from the Property, or within any improvement on the Property, or the violation of any Environmental Law because of the condition of, or any activity on, the Property.

“Environmental Law” means any applicable federal, state or local law, statute, ordinance, regulation, rule, court order or decree, or administrative order relating to the environment, or protection of public health from any pollutant, contaminant, or hazardous or toxic material, substance, waste or irritant, in effect from time to time, including (without limitation) (a) the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 *et seq.*), (b) the Resource Conservation and Recovery Act, as amended (42 U.S.C. §6901 *et seq.*), (c) the Comprehensive Environmental Response, Compensation and Liability Act, as amended (42 U.S.C. §9601 *et seq.*), (d) the Federal Clean Air Act, as amended (42 U.S.C. §7401 *et seq.*), (e) the Federal, Insecticide, Fungicide, and Rodenticide Act, as amended (7 U.S.C. §136 *et seq.*), (f) the Toxic Substances Control Act, as amended (15 U.S.C. §2601 *et seq.*), and (g) all regulations and legally binding guidelines promulgated pursuant to all of the foregoing, as the same may be amended from time to time.

“Hazardous Material” means any petroleum or petroleum product, and any hazardous or toxic material, substance, pollutant, allergen, irritant, mold, fungus, bacteria, contaminant, waste, any of which are (a) defined by or regulated as such under any Environmental Law, or (b) determined by any final court ruling or order to be hazardous or toxic.

9.4 **Effect and Survival of Disclaimers.** Seller and Purchaser acknowledge that the provisions of this Article 9 are an integral part of the transactions contemplated in this Agreement and a material inducement to Seller to enter into this Agreement and that Seller would not enter into this Agreement but for the provisions of this Article 9. Seller and Purchaser agree that Sections 9.1 and 9.2 above shall survive the Closing or any termination of this Agreement, and Section 9.3 above shall survive the Closing.

ARTICLE 10

ESCROW AGENT

10.1 **Investment of Earnest Money.** Escrow Agent shall deposit the Earnest Money in an interest bearing account at a commercial bank whose deposits are insured by the FDIC, and the interest on the Earnest Money deposit will be deemed part of the Earnest Money. Escrow Agent shall promptly advise Seller and Purchaser of the investment of the Earnest Money. However, Escrow Agent shall invest the Earnest Money only in such accounts as will allow Escrow Agent to disburse the Earnest Money upon no more than one (1) business days' notice and with no penalty or premium for early withdrawal. Notwithstanding the foregoing, Escrow Agent shall only be obligated to invest the Earnest Money upon receipt of a completed and signed W-9 form on behalf of Purchaser.

10.2 **Payment at Closing.** If the Closing takes place under this Agreement, unless jointly directed otherwise by Seller and Purchaser, Escrow Agent shall deliver the Earnest Money to, or upon the instructions of, Seller on the Closing Date.

10.3 **Payment on Demand.** Upon receipt of any written certification from Seller or Purchaser claiming the Earnest Money pursuant to the provisions of this Agreement, Escrow Agent shall promptly forward a copy thereof to the other such party (i.e., Purchaser or Seller, whichever did not claim the Earnest Money pursuant to such notice) and, unless such other party within five (5) days thereafter notifies Escrow Agent of any objection to such requested disbursement of the Earnest Money, in which case Escrow Agent shall retain the Earnest Money subject to Section 10.5 below, Escrow Agent shall disburse the Earnest Money to the party demanding the same and shall thereupon be released and discharged from any further duty or obligation hereunder.

10.4 **Exculpation of Escrow Agent.** It is agreed that the duties of Escrow Agent are herein specifically provided and are purely ministerial in nature, and that Escrow Agent shall incur no liability whatsoever except for its willful misconduct or negligence, so long as Escrow Agent is acting in good faith. Seller and Purchaser do each hereby release Escrow Agent from any liability for any error of judgment or for any act done or omitted to be done by Escrow Agent in the good faith performance of its duties hereunder and do each hereby indemnify Escrow Agent against, and agree to hold, save, and defend Escrow Agent harmless from, any costs, liabilities, and expenses incurred by Escrow Agent in serving as Escrow Agent hereunder and in faithfully discharging its duties and obligations hereunder.

10.5 **Stakeholder.** Escrow Agent is acting as a stakeholder only with respect to the Earnest Money. If there is any dispute as to whether Escrow Agent is obligated to deliver the Earnest Money or as to whom the Earnest Money is to be delivered, Escrow Agent may refuse to make any delivery and may continue to hold the Earnest Money until receipt by Escrow Agent of an authorization in writing, signed by Seller and Purchaser, directing the disposition of the Earnest Money, or, in the absence of such written authorization, until final determination of the rights of the parties in an appropriate judicial proceeding. If such written authorization is not given, or a proceeding for such determination is not begun, within thirty (30) days of notice to Escrow Agent of such dispute, Escrow Agent may bring an appropriate action or proceeding for leave to deposit the Earnest Money in a court of competent jurisdiction pending such determination. Escrow Agent shall be reimbursed for all costs and expenses of such action or proceeding, including, without limitation, reasonable attorneys' fees and disbursements, by the party determined not to be entitled to the Earnest Money. Upon making delivery of the Earnest Money in any of the manners herein provided, Escrow Agent shall have no further liability or obligation hereunder.

10.6 **Interest.** All interest and other income earned on the Earnest Money deposited with Escrow Agent hereunder shall be reported for income tax purposes as earnings of Purchaser. Purchaser's taxpayer identification number is 63-6001408.

10.7 **Execution by Escrow Agent.** Escrow Agent has executed this Agreement solely for the purpose of acknowledging and agreeing to the provisions of this Article 10. Escrow Agent's consent to any modification or amendment of this Agreement other than this Article 10 shall not be required. This Article 10 shall survive any termination of this Agreement.

ARTICLE 11

MISCELLANEOUS

11.1 **Confidentiality.** Except for any disclosure that may be required by law or applicable regulation to be made by Purchaser to any applicable governmental or quasi-governmental authorities or to

the public, Purchaser and its representatives shall hold in strictest confidence all data and information obtained with respect to the Property, Seller or Seller's business, whether obtained before or after the execution and delivery of this Agreement, and shall not disclose the same to others; provided, however, that Purchaser may disclose such data and information (i) as and to the extent required by applicable law, (ii) to the employees, consultants, accountants and attorneys of Purchaser provided that such persons are advised of the confidential nature of such data and information and instructed to maintain such confidentially, and (iii) to the extent reasonably required in connection with evaluating the Property, to governmental officials in order to evaluate the Property's compliance with zoning, building and other applicable codes, laws and regulations as expressly permitted herein. In the event this Agreement is terminated or Purchaser fails to perform hereunder, Purchaser shall promptly return to Seller any statements, documents, schedules, exhibits or other written information obtained from Seller in connection with this Agreement or the transaction contemplated herein. In the event of a breach or threatened breach by Purchaser or its agents or representatives of this Section 11.1, Seller shall be entitled to an injunction restraining Purchaser or its agents or representatives from disclosing, in whole or in part, such confidential information. Nothing herein shall be construed as prohibiting Seller from pursuing any other available remedy at law or in equity for such breach or threatened breach. This Section 11.1 shall survive Closing or any termination of this Agreement.

11.2 **Public Disclosure.** Prior to Closing, any release to the public of information with respect to the sale contemplated herein or any matters set forth in this Agreement will be made only in the form approved by Purchaser and Seller except for any disclosure that may be required by law or applicable regulation to be made by Seller to any applicable governmental or quasi-governmental authorities or to the public. Following Closing, Seller may make such disclosures with respect to the transaction as are consistent with Seller's customary disclosures in quarterly earnings releases, press releases and supplemental financial disclosures; however no such releases or disclosures to the general public in writing shall include the name of the purchaser of the Property. Notwithstanding any terms or conditions in this Agreement to the contrary this Section 11.2 shall survive the Closing.

11.3 **Assignment.** Purchaser and Seller may not assign their rights under this Agreement without first obtaining written approval from the non-assigning party, which approval may be given or withheld in the non-assigning party's sole discretion. No transfer or assignment shall release or relieve Purchaser or Seller of their obligations hereunder.

11.4 **Notices.** Any notice, request or other communication (a "**notice**") required or permitted to be given hereunder shall be in writing and shall be delivered by hand or overnight courier (such as United Parcel Service or Federal Express) or mailed by United States registered or certified mail, return receipt requested, postage prepaid and addressed to each party at its address as set forth below. Any such notice shall be considered given on the date of such hand or courier delivery, deposit with such overnight courier for next business day delivery, or deposit in the United States mail, but the time period (if any is provided herein) in which to respond to such notice shall commence on the date of hand or overnight courier delivery or on the date received following deposit in the United States mail as provided above. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice. By giving at least five (5) days' prior written notice thereof, any party may from time to time and at any time change its mailing address hereunder. Any notice of any party may be given by such party's counsel.

If to Seller:

Forty Seven Canal Place, LLC
4401 Northside Parkway, Suite 600
Dallas, TX 75001
Attention: Ms. Elizabeth Long

with a copy to:

Forty Seven Canal Place, LLC
4401 Northside Parkway, Suite 800
Atlanta, Georgia 30327-3057
Attention: Trey McGowan, Esq.

If to Purchaser: Baldwin County Commission
Attn: Mr. Ron Cink
322 Courthouse Square
Bay Minette, AL 36507

with a copy to:

J. Bradford Boyd Hicks, Esq.
Stone Crosby PC
8820 US Highway 90
Daphne, AL 36526

If to Escrow Agent: Fidelity National Title Insurance Company
c/o Fidelity National Title Group
National Commercial Services - Atlanta
5565 Glenridge Connector, Suite 300
Atlanta, Georgia 30342
Attention: Ms. Linda Hart

11.5 **Modifications.** This Agreement cannot be changed orally, and no agreement shall be effective to waive, change, modify or discharge it in whole or in part unless such agreement is in writing and is signed by the parties against whom enforcement of any waiver, change, modification or discharge is sought.

11.6 **Calculation of Time Periods.** Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday under the laws of the State in which the Property is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. The final day of any such period shall be deemed to end at 5:00 p.m., Baldwin County, Alabama local time.

11.7 **Successors and Assigns.** Subject to Section 11.3 hereof, the terms and provisions of this Agreement are to apply to and bind the permitted successors and assigns of the parties hereto.

11.8 **Entire Agreement.** This Agreement, including the Exhibits, contains the entire agreement between the parties pertaining to the subject matter hereof and fully supersede all prior written or oral agreements and understandings between the parties pertaining to such subject matter.

11.9 **Further Assurances.** Each party agrees that it will without further consideration execute and deliver such other documents and take such other action, whether prior or subsequent to Closing, as may be reasonably requested by the other party to consummate more effectively the purposes or subject matter of this Agreement. Without limiting the generality of the foregoing, Purchaser shall, if requested by Seller, execute acknowledgments of receipt with respect to any review or diligence materials delivered by Seller to Purchaser with respect to the Property. The provisions of this Section 11.9 shall survive Closing.

11.10 **Counterparts.** This Agreement may be executed in identical counterparts, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart in proving this Agreement.

11.11 **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

11.12 **Applicable Law.** This Agreement is performable in the state in which the Property is located and shall in all respects be governed by, and construed in accordance with, the substantive federal laws of the United States and the laws of such state. Seller and Purchaser hereby irrevocably submit to the jurisdiction of any state or federal court sitting in the state and judicial district in which the Property is located in any action or proceeding arising out of or relating to this Agreement and hereby irrevocably agree that all claims in respect of such action or proceeding shall be heard and determined in a state or federal court sitting in the state and judicial district in which the Property is located. Purchaser and Seller agree that the provisions of this Section 11.12 shall survive the Closing of the transaction contemplated by this Agreement.

11.13 **No Third Party Beneficiary.** The provisions of this Agreement and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Purchaser only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered at Closing.

11.14 **Exhibits and Schedules.** The following schedules or exhibits attached hereto shall be deemed to be an integral part of this Agreement:

<u>Exhibit A</u>	-	Legal Description of the Land
<u>Exhibit B</u>	-	Permitted Exceptions
<u>Exhibit C</u>	-	Form of Statutory Warranty Deed
<u>Schedule 1</u>	-	Description of Loan Documents
<u>Schedule 2</u>	-	List of Environmental Documents

11.15 **Captions.** The section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection hereof.

11.16 **Construction.** The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

11.17 **Termination of Agreement.** It is understood and agreed that if either Purchaser or Seller terminates this Agreement pursuant to a right of termination granted hereunder, such termination shall operate to relieve Seller and Purchaser from all obligations under this Agreement, except for such obligations as are specifically stated herein to survive the termination of this Agreement.

11.18 **Survival.** Those provisions of this Agreement that by their terms expressly survive the Closing shall survive Closing and shall not be merged into the execution and delivery of the Deed and other documents to be executed and delivered by Seller at Closing (the "**Obligations Surviving Closing**"). Except for the Obligations Surviving Closing, all representations, warranties, covenants and agreements contained in this Agreement shall be merged into the instruments and documents executed and delivered at Closing.

11.19 **Time of Essence.** Time is of the essence with respect to this Agreement.

11.20 **Covenant Not to Record.** Purchaser shall not record this Agreement or any memorandum or other evidence thereof. Any such recording shall constitute a material default hereunder.

11.21 **Limitation of Seller's Liability.** Purchaser shall have no recourse against any of the past, present or future, direct or indirect, shareholders, partners, members, managers, principals, directors, officers, agents, affiliates or representatives of Seller or its members or of any of the assets or property of any of the foregoing for the payment or collection of any amount, judgment, judicial process, arbitral award, fee or cost or for any other obligation or claim arising out of or based upon this Agreement and requiring the payment of money by Seller. This Section 11.21 shall survive the Closing.

11.22 **JURY WAIVER.** IN ANY LAWSUIT OR OTHER PROCEEDING INITIATED BY SELLER OR PURCHASER UNDER OR WITH RESPECT TO THIS AGREEMENT, SELLER AND PURCHASER EACH WAIVE ANY RIGHT IT MAY HAVE TO TRIAL BY JURY.

[Signatures Commence on Following Page]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.


SELLER:

FORTY SEVEN CANAL PLACE, LLC,
an Alabama limited liability company

By: CPSI, LLC,
an Alabama limited liability company, its manager

By: Mid-America Apartments, L.P.,
a Tennessee limited partnership,
its Manager

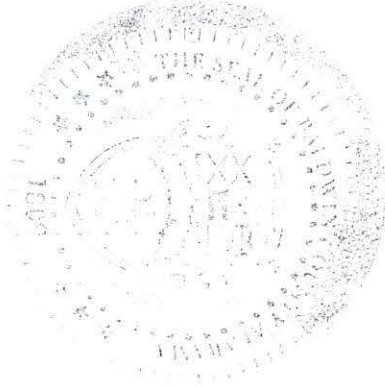
By: Mid-America Apartments Communities, Inc.,
a Tennessee corporation,
its sole general partner

By: 
Name: DAVID WARD
Title: EVP

[SIGNATURES CONTINUED ON THE FOLLOWING PAGES]

This is a signature page to, and may be attached to a master counterpart of, the Purchase and Sale Agreement between Forty Seven Canal Place, LLC, as Seller, and Baldwin County, Alabama, by and through Baldwin County Commission, as Purchaser, with respect to land located in Baldwin County, Alabama.

Fidelity National Title Insurance Company, as Escrow Agent, is a party to such Purchase and Sale Agreement for the limited purposes set forth therein.



PURCHASER:

BALDWIN COUNTY, ALABAMA, by and through the
BALDWIN COUNTY COMMISSION, a political
subdivision of the State of Alabama

By: *Frank Burt, Jr.*
Name: *Frank Burt, Jr.*
Title: *Chairman*

[SIGNATURES CONTINUED ON THE FOLLOWING PAGE]

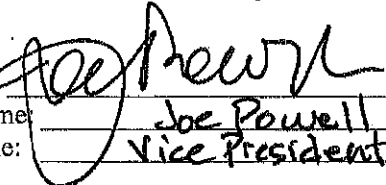
This is a signature page to, and may be attached to a master counterpart of, the Purchase and Sale Agreement between Forty Seven Canal Place, LLC, as Seller, and Baldwin County, Alabama, by and through Baldwin County Commission, as Purchaser, with respect to land located in Baldwin County, Alabama.

Fidelity National Title Insurance Company, as Escrow Agent, is a party to such Purchase and Sale Agreement for the limited purposes set forth therein.

Escrow Agent has executed this Agreement for the limited purposes set forth herein.

ESCROW AGENT:

FIDELITY NATIONAL TITLE INSURANCE
COMPANY, a Florida corporation

By: 
Name: Joe Powell
Title: Vice President

This is a signature page to, and may be attached to a master counterpart of, the Purchase and Sale Agreement between Forty Seven Canal Place, LLC, as Seller, and Baldwin County, Alabama, by and through Baldwin County Commission, as Purchaser, with respect to land located in Baldwin County, Alabama.

Fidelity National Title Insurance Company, as Escrow Agent, is a party to such Purchase and Sale Agreement for the limited purposes set forth therein.

EXHIBIT A

LAND DESCRIPTION

Commence at a 2 inch iron pipe at the Northeast corner of Section 2, Township 9 South, Range 4 East, Baldwin County, Alabama; thence South 00°04'06" West for a distance of 601.91 feet to an iron rod on the Southerly right of way line of the Foley Beach Expressway marked "PLS 10675" for the POINT OF BEGINNING.

From said POINT OF BEGINNING run South 00°03'56" West for a distance of 350.29 feet to an iron rod on the northerly line of the Gulf Intracoastal Waterway marked "G.H. GILLEON 21774-LS"; thence run South 39°18'06" West along said northerly line for a distance of 1113.20 feet; thence South 70°18'06" West along said northerly line for a distance of 661.43 feet to a point on the west line of the East One-Half of the Northeast Quarter of said Section 2, said point also being South 00°04'37" West a distance of 30.00 feet from an iron rod marked "G.H. GILLEON 21774-LS"; thence run North 00°04'37" East along said west line for a distance of 2000.02 feet to an iron rod marked "G.H. GILLEON 21774-LS" on the south right of way line of Brown Lane; thence run North 89°38'58" East along said south right of way line for a distance of 393.63 feet to an iron rod marked "G.H. GILLEON 21774-LS"; thence run South 89°14'47" East along said south right of way line for 207.45 feet to an iron rod marked "G.H. GILLEON 21774-LS"; thence run Southeasterly along said south right of way line and along a curve to the right (having a radius of 300.00 feet and an internal angle of 48°37'00") for 254.56 feet to an iron rod marked "G.H. GILLEON 21774-LS"; thence run South 40°37'47" East along said south right of way line for 469.20 feet to an iron rod marked "G.H. GILLEON 21774-LS"; thence run North 49°22'13" East along said south right of way line for 80.00 feet to an iron rod marked "G.H. GILLEON 21774-LS"; on the south right of way line of the Foley Beach Expressway; thence run South 40°37'47" East along said south right of way line for a distance of 206.10 feet back to the POINT OF BEGINNING.

Said parcel of land is part of the East Half of the Northeast Quarter of Section 2, Township 9 South, Range 4 East, Baldwin County, Alabama and is part of the real property of S.J. Brown as recorded in Real Property Book 314, Pages 1231-1232 in the Office of Probate Court, Baldwin County, State of Alabama.

EXHIBIT B

PERMITTED EXCEPTIONS

1. Taxes and assessments for the year of Closing, and subsequent years, which are not yet due and payable.
2. All matters that would be disclosed by a current and accurate survey and inspection of the property.
3. All matters of record.
4. Local, state and federal laws, ordinances or governmental regulations, including but not limited to, building and zoning laws, ordinances and regulations, now or hereafter in effect relating to the Property.
5. Rights of upstream and downstream riparian owners with respect to any body of water that may lie adjacent to, or traverse through, the property.
6. All rights of the United States of America, the State of Alabama, the City of Orange Beach or the County of Baldwin pertaining to any body of water that may lie adjacent to, or traverse through, the property.

EXHIBIT C

FORM OF STATUTORY WARRANTY DEED

THIS INSTRUMENT PREPARED BY:

SEND TAX NOTICE TO:

STATE OF ALABAMA)
 :
COUNTY OF BALDWIN)

STATUTORY WARRANTY DEED

THIS STATUTORY WARRANTY DEED (this "Deed") is executed and delivered on this ___ day of _____, 201__, by FORTY SEVEN CANAL PLACE, LLC, an Alabama limited liability company ("Grantor"), in favor of BALDWIN COUNTY, ALABAMA, a political subdivision of the State of Alabama ("Grantee").

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), in hand paid by Grantee to Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, Grantor does by these presents, GRANT, BARGAIN, SELL and CONVEY unto Grantee that certain real property (the "Property") situated in Baldwin County, Alabama which is more particularly described in Exhibit A attached hereto and incorporated herein by reference.

TOGETHER WITH all improvements and appurtenances thereto belonging or in anywise appertaining, including all right, title and interest of Grantor in and to any streets, alleys or rights-of-way (whether open, closed or proposed) within or adjacent to the Property; and any easements, covenants, agreements, rights, privileges, tenements, mineral rights, oil and gas rights, water rights, subsurface rights, hereditaments and appurtenances now or hereafter appurtenant to the Property, but only to the extent appurtenant to only the Property, and not any other property of Grantor.

The Property is conveyed subject to those matters (collectively, the "Permitted Exceptions") described in Exhibit B attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, forever; subject, however, to the Permitted Exceptions.

[*Signature page follows*]

IN WITNESS WHEREOF, Grantor has caused this Statutory Warranty Deed to be executed as of the ____ day of _____, 201__, to be effective as of the day and year first above written.

FORTY SEVEN CANAL PLACE, LLC,
an Alabama limited liability company

By: CPSI, LLC,
an Alabama limited liability company, its manager

By: Mid-America Apartments, L.P.,
a Tennessee limited partnership,
its Manager

By: Mid-America Apartments Communities, Inc.,
a Tennessee corporation,
its sole general partner

By: _____
Name: _____
Title: _____

STATE OF _____

COUNTY OF _____

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that _____, whose name as _____ of Mid-America Apartment Communities, Inc., a Tennessee corporation, the general partner of Mid-America Apartments, L.P., a Tennessee limited partnership, the Manager of CPSI, LLC, an Alabama limited liability company, the manager of Forty Seven Canal Place, LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of the aforesaid corporation.

Given under my hand and official seal this the ____ day of _____,
201__.

Notary Public

[NOTARIAL SEAL]

My Commission Expires: _____

EXHIBIT D



Schedule 1

Loan Documents

- (a) that certain Purchase Money Mortgage and Security Agreement dated as of October 4, 2005, between Borrower and Shirley Faye Brown [sic] and Warren Ted Brown, as personal representatives of the Estate of Shirley J. Brown, deceased, and TBF Company, Inc., a Florida corporation, recorded as Instrument Number 927765 in the Office of the Judge of Probate of Baldwin County, Alabama; as amended by that certain Modification of Purchase Money Mortgage and Security Agreement and Promissory Note dated as of April 12, 2006 (the "First Amendment"), between Borrower and Shirley Faye Bryan and Warren Ted Brown, as personal representatives of the Estate of Shirley J. Brown, deceased, and TBF Company, Inc., a Florida corporation (collectively, "Original Lender"), and recorded as Instrument Number 971301 in the aforesaid records; as assigned by that certain Mortgage Assignment dated March 3, 2009 (the "First Assignment"), by Original Lender in favor of Warren Ted Brown and Synovus Trust Company, as co-trustees of the Trust Under the Will of Shirley J. Brown for The Benefit of Warren Ted Brown; Shirley Faye Bryan and Larry K. Hicks as co-trustees of the GST Trust under the Will of Shirley J. Brown for the benefit of Shirley Faye Bryan; Warren Ted Brown; Brown & Brown Holding Company; Shirley Faye Brown; and William H. Bryan, and recorded as Instrument Number 1166472 of the aforesaid records; and as further assigned by that certain Assignment of Promissory Note and Mortgage effective as of January 1, 2016 (the "Second Assignment"), by Warren Ted Brown and Synovus Trust Company, as co-trustees of the Trust Under the Will of Shirley J. Brown for The Benefit of Warren Ted Brown; Shirley Faye Bryan and Joseph McNair as co-trustees of the GST Trust under the Will of Shirley J. Brown for the benefit of Shirley Faye Bryan; Warren Ted Brown; Brown & Brown Holding Company; Shirley Faye Bryan; and William H. Bryan, in favor of Lender, and recorded as Instrument Number 1607797 in the aforesaid records (collectively, as so amended and assigned, the "Mortgage");
- (b) that certain Promissory Note dated October 4, 2005, made by Borrower in favor of Shirley Faye Brown [sic] and Warren Ted Brown, as ancillary personal representatives of the Estate of Shirley J. Brown, deceased, and TBF Company, Inc., a Florida corporation, in the original principal amount of \$9,000,000 (collectively, as amended by the First Amendment, as assigned by the First Assignment, and as further assigned by the Second Assignment, the "Note"); and
- (c) those "Loan Documents" (as such term is defined in the Mortgage; as the same may have been amended or assigned), and any and all other instruments that evidence or secure the loan contemplated by the Note or otherwise memorialize obligations related to such loan (collectively, as the same may have been amended or assigned, and together with the Mortgage and the Note, the "Loan Documents").

Schedule 2

List of Environmental Documents

- a. Preliminary Wetlands Delineation Report, dated August 13, 2004, prepared by Solutions, Inc. for Wink, Incorporated
- b. Report binder compiled by MACTAC containing a Phase I Environmental Assessment, dated February 2005, prepared by Wink Incorporated for Colonial Properties, and other, subsequent reports (several of which are listed below).
- c. Letter Report regarding 47 Canal Place Project Site Environmental, dated July 26, 2005, by Wink, Inc. (unexecuted)
- d. Phase II, Field Notes – Environmental Sampling at 47 Canal Place, LLC, dated June 2, 2006, together with Report of Analyses (for June 2, 2006 sample), dated June 30, 2006, prepared by Micro-Methods Laboratory, Inc.
- e. Letter to MACTEC regarding Request for Clarification of Laboratory Analysis Results, dated August 8, 2006, by Wink Companies, Inc. (Contains report by Micro-Methods Laboratory Inc. dated July 25, 2005)
- f. Report of Data Assessment, dated August 29, 2006, prepared by MACTEC Engineering and Consulting, Inc.
- g. [DRAFT] Report of Soil and Groundwater Sampling Analysis, dated October 18, 2006, prepared by MACTEC Engineering and Consulting, Inc.
- h. [DRAFT] Report regarding Regulatory Strategy, Conceptual Cleanup Plan and Opinion of Cost, dated November 7, 2006, by MACTEC Engineering and Consulting, Inc.
- i. [DRAFT] On-Site Compensatory Mitigation Plan, not dated
- j. Delineation of Potential Section 404 Issues, dated April 22, 2010, for Wink Companies, LLC by FTN Associates, Ltd.
- k. Table 1: Comparison of Concentrations at Site with Regulatory Preliminary Action Levels (Note: This document was filed outside of a report, and contains no date or note about who prepared it.)

Voluntary Cleanup Program

- l. Notes from Meeting with Alabama Department of Environmental Management, November 29, 2006
- m. Application for Voluntary Cleanup Program (Brownfield Redevelopment) to Alabama Department of Environmental Management, dated January 24, 2007, prepared by MACTEC Engineering and Consulting, Inc. on behalf of Colonial Properties Trust
- n. Voluntary Cleanup Program Acceptance Letter, dated January 30, 2007, from Alabama Department of Environmental Management

Environmental Impact Statement

- o. [DRAFT] Agreement Regarding Joint Funding of Environmental Impact Study and Permit Application for Development of Proposed Boat Slips on Intracoastal Waterway in Baldwin County, Alabama, dated October 24, 2005
- p. Agreement Regarding Joint Funding of Environmental Impact Study for Development of Proposed Boat Slips on Intracoastal Waterway in Baldwin County, Alabama, dated March 8, 2006 (unexecuted)

- q. [DRAFT] Collateral Agreement Among Study Participants Regarding Joint Funding of Environmental Impact Study for Development of Proposed Boat Slips on Intracoastal Waterway in Baldwin County, Alabama, dated March 13, 2006
- r. [DRAFT] Waterway Capacity Study for the Foley Land Cut Section of the Gulf Intercoastal Waterway (GIWW) between Mobile Bay and Wolf Bay, dated December 2006, prepared by Taylor Engineering, Inc.; together with Memorandum from Brandy Marine International, L.L.C., dated February 2, 2007 regarding Comments to Study
- s. Site Selection Rationale for 47 Canal Place LLC, dated April 20, 2007, prepared by Wink Companies, LLC
- t. [DRAFT] Description of the Proposed Action and Alternatives Environmental Impact Statement for the Foley Land Cut Portion of the Gulf Intercoastal Waterway, dated June 2008, submitted to the U.S. Army Corps of Engineers
- u. [DRAFT] Environmental Impact Statement for the Foley Land Cut Portion of the Gulf Intracoastal Waterway, dated February 2009, submitted to the U.S. Army Corp of Engineers
- v. Final Environmental Impact Statement, pages ES-1 through ES-7, dated December 2009
- w. Progress Reports
 - i. Kickoff Meeting Agenda for Gulf Intracoastal Waterway Environmental Impact Statement, May 4, 2006
 - ii. Monthly Progress Report, Gulf Intracoastal Waterway EIS, March 2007
 - iii. Monthly Progress Report, Gulf Intracoastal Waterway EIS, January 2009
- x. Various EIS Support Documents prepared by Wink, Incorporated

STATE OF ALABAMA)

COUNTY OF BALDWIN)

RESOLUTION #2019-012

OF THE BALDWIN COUNTY COMMISSION IN SUPPORT OF STATE FUNDING ASSISTANCE FOR THE BALDWIN COUNTY INTRACOASTAL WATERWAY (ICW) BOAT LAUNCH PROJECT

WHEREAS, boating, fishing, and recreational watersports have long been a large component of recreation for Baldwin County residents as well as being a major draw for the Alabama Gulf Coast with significant economic impact for the coastal communities in Baldwin County; and

WHEREAS, as the population of the region has grown and continues to grow, the southern part of Baldwin County is experiencing increased demand to the existing public boat launch facilities for access to the Bon Secour Bay, Mobile Bay, Wolf Bay, Perdido Bay and the Gulf of Mexico through the Gulf Intracoastal Waterway; and

WHEREAS, as the public boat launches are overwhelmed and currently do not provide the infrastructure necessary to safely accommodate boaters, addressing those pressures is a priority to the Baldwin County Commission and the coastal communities in the county; and

WHEREAS, the Baldwin County ICW Project is for the purchase of 45 acres of property on the Gulf Intracoastal Waterway, adjacent and east of the Foley Beach Express Bridge in Orange Beach, Alabama, and is designed to accommodate the construction of 14 boat launches, 8 fishing piers, 8 staging piers, 12 small picnic gazebos, wharf area, restroom facilities and parking for over 450 vehicles, with space available to accommodate additional amenities in potential future phases; and

WHEREAS, the proposed project will ensure protection of adjacent resources, give the region greater visibility and managed attention toward the importance of clean water issues, watershed stewardship and resiliency, provide for safe public boat launch and recovery, accommodate future growth, and provide public access to additional recreational activities at this facility as well as opportunities for local outdoors enthusiasts to create additional eco-tourism businesses, recreational charter and guide services and other services alike; and

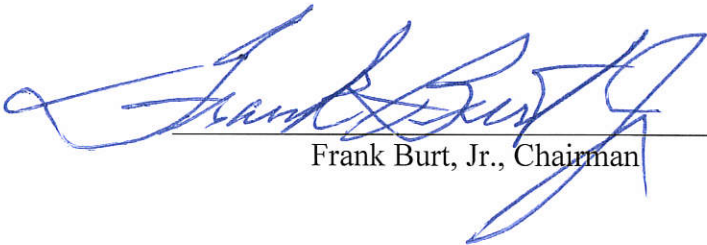
WHEREAS, the Baldwin County Commission, during its regularly scheduled meeting held on October 2, 2018, authorized the execution of the purchase and sale agreement for the 45 acres of property on the Gulf Intracoastal Waterway and committed to investing \$7.5 million dollars to acquire said property; and

WHEREAS, the Baldwin County Commission will move forward with this project through the use of pending GOMESA (offshore oil and gas revenue) disbursements expected to be received by the County from the U. S. Department of the Interior and it is the County's position that the use of GOMESA funds is an appropriate alternative to help with water access facilities for our citizens and visitors alike; now therefore

BE IT RESOLVED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED that the Baldwin County Commission hereby strongly supports and urges the Honorable Kay Ivey, Governor, and the State of Alabama to support this project by allocating \$10 million of the State of Alabama's GOMESA funds to assist in bringing the Baldwin County Intracoastal Waterway (ICW) Boat Launch Project to completion; and

BE IT FURTHER RESOLVED that a copy of this Resolution #2019-012 be conveyed to the Honorable Kay Ivey, Governor of the State of Alabama, respectfully requesting the State's assistance for this project.

DONE, under the Seal of the County of Baldwin, at the County Seat in Bay Minette, Alabama, on this the 16th day of October, 2018.



Frank Burt, Jr., Chairman



Ronald J. Cink, County Administrator





Baldwin County Commission

Agenda Action Form

File #: 19-0505, **Version:** 1

Item #: BA2

Meeting Type: BCC Regular Meeting

Meeting Date: 1/15/2019

Item Status: New

From: Anu Gary, Records Manager

Submitted by: Victoria Key, Administrative Support Specialist I

ITEM TITLE

CARE House, Inc. Transparenting Seminars Schedule for 2019

STAFF RECOMMENDATION

Approve the Care House, Inc. to use the Commission Chambers in the Baldwin County Administration Building, in Bay Minette, Alabama, for their 2019 Transparenting Seminars as requested.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Every December, Care House, Inc. provides staff a schedule for the Transparenting Seminars to be held the following year. The classes have been held in the Bay Minette Administration Building Commission Chambers for several years.

Staff received the 2019 schedule (see attached) from Ms. Robin Taylor with the CARE House, on December 19, 2018.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Victoria Key - Add meetings and contact information to Chambers Calendar.

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

Additional instructions/notes: N/A

TRANSPARENTING SEMINAR**2019****PLEASE TAKE SPECIAL NOTICE TO DATE, DAY AND TIME OF SEMINAR****Arrive at least 15 minutes early to check in.**

	Day	Date	Location	Time
Day Class	Saturday	January 5	Bay Minette	8:30 AM - 12:30 PM
Night Class	Thursday	February 7	Bay Minette	6:00 PM - 10:00 PM
Day Class	Saturday	March 9	Bay Minette	8:30 AM - 12:30 PM
Night Class	Thursday	April 11	Bay Minette	6:00 PM - 10:00 PM
Day Class	Saturday	May 11	Bay Minette	8:30 AM - 12:30 PM
Night Class	Thursday	June 13	Bay Minette	6:00 PM - 10:00 PM
Day Class	Saturday	July 13	Bay Minette	8:30 AM - 12:30 PM
Night Class	Thursday	August 8	Bay Minette	6:00 PM - 10:00 PM
Day Class	Saturday	September 7	Bay Minette	8:30 AM - 12:30 PM
Night Class	Thursday	October 10	Bay Minette	6:00 PM - 10:00 PM
Day Class	Saturday	November 9	Bay Minette	8:30 AM - 12:30 PM
Night Class	Thursday	December 12	Bay Minette	6:00 PM - 10:00 PM



Baldwin County Commission

Agenda Action Form

File #: 19-0509, **Version:** 1

Item #: BA3

Meeting Type: BCC Regular Meeting

Meeting Date: 1/15/2019

Item Status: New

From: Ronald J. Cink, County Administrator

Submitted by: Anu Gary, Admin/Records Manager

ITEM TITLE

City of Robertsdale Utilities - Participation in the Neighbors Helping Neighbors Program

STAFF RECOMMENDATION

Approve the Baldwin County Commission's continued participation in the City of Robertsdale Utilities Department's utility assistance program which benefits the Neighbors Helping Neighbors Program, a 501(c)(3) not-for-profit foundation, which provides financial assistance to local charities and service organizations as well as individuals in need.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Neighbors Helping Neighbors is a program that allows local dollars to meet local needs in the local community. The extra cents from each participating customer's bill are used to provide financial assistance to qualifying Robertsdale Utility customers. A local 501(c)(3) not-for-profit organization will be responsible for determining the eligibility status of customers seeking assistance. All Robertsdale utility customers will be enrolled in the Neighbors Helping Neighbors program unless they choose not to participate.

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: Amanda Cunningham/Sharon Grant, Accounting Department, cc: Kim Creech and Eva Cutsinger

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Amanda Cunningham submit opt-in forms to Baldwin EMC.

Additional instructions/notes: N/A

City of
Robertsdale

**NEIGHBORS
HELPING
NEIGHBORS**
utility
assistance
program



Neighbors Helping Neighbors



City of Robertsdale

P. O. Box 429
Robertsdale, AL
36567

Phone: 251-947-8900
Fax: 251-947-2619
E-mail: utilitybilling@robertsdale.org

OPT OUT FORM

If you wish to participate in the Neighbors Helping Neighbors program, do nothing. You will be automatically included. If you **DO NOT** want to participate in NEIGHBORS HELPING NEIGHBORS and would like your name removed, please complete this form and return it to Robertsdale City Hall.

Your Account Number, exactly as it appears on your utility bill: _____

Your name as it appears on your bill: _____

Your address as it appears on your bill: _____

NEIGHBORS HELPING NEIGHBORS utility assistance program

Please take a few moments to read the information about the NEIGHBORS HELPING NEIGHBORS utility assistance program. Neighbors Helping Neighbors is local dollars meeting local needs in the local community. Robertsdale Utility department is just providing a channel for you, the customers, to collectively help others in your own neighborhood. Unless you choose not to participate, the City of Robertsdale will automatically round each participating customer's utility bill up to the next dollar. For example, a bill of \$84.38 would be rounded up to \$85.00. Individually, this is pretty small change; **on average, customers will contribute about fifty cents per month** or six dollars annually to the program.

The extra cents from each participating customer's bill will be placed in a separate general ledger account to be used to provide financial assistance to qualifying Robertsdale Utility customers. A local 501(c)(3) not-for-profit organization will be responsible for determining the eligibility status of customers seeking assistance. The non-profit organization would provide a voucher to the City Utility Billing Department for the amount of assistance granted. The amount of assistance would then be applied to the customer's utility account via an internal transfer.



The City of Robertsdale nor its' employees will be participating in the screening, determination, or selection of customers receiving financial assistance.

Voluntary Participation

All Robertsdale utility customers will be enrolled in NEIGHBORS HELPING NEIGHBORS unless they choose not to participate. Participation is strictly voluntary and you can request to be removed from the program at any time. To OPT OUT of the program simply complete the form included in this brochure and return it to Robertsdale City Hall.

City of Robertsdale

P. O. Box 429
Robertsdale, AL
36567

Phone: 251-947-8900
Fax: 251-947-2619
E-mail: utilitybilling@robertsdale.org



Baldwin County Commission

Agenda Action Form

File #: 19-0466, **Version:** 1

Item #: BA4

Meeting Type: BCC Regular Meeting

Meeting Date: 1/15/2019

Item Status: New

From: Commissioner James E. Ball, District 1

Submitted by: Anu Gary, Administration/Records Manager

ITEM TITLE

Order Granting License to Establish Private Cemetery - Mustin Family Cemetery, Perdido, Baldwin County, Alabama

STAFF RECOMMENDATION

Memorialize for the record, the Order Granting License to Establish Private Cemetery (Case No.36488) from the Baldwin County Judge of Probate, dated December 19, 2018, granting a license to Mickey L. Mustin, owner of the real property upon which the proposed cemetery will be situated, to establish a private cemetery on the property of Mickey L. Mustin, in Perdido, Baldwin County, Alabama, said family cemetery to be located at 53931 Modelle Bryars Road in Perdido (Baldwin County), Alabama, and to be known as "Mustin Family Cemetery."

BACKGROUND INFORMATION

Previous Commission action/date: December 18, 2018

Background:

On December 14, 2018, Administration Department received a Petition for the Establishment of Mustin Family Cemetery in Perdido, Baldwin County, Alabama. The petition was filed at the Judge of Probate Office on December 12, 2018, by Mickey L. Mustin. The property is located at 53931 Modelle Bryars Road in Perdido (Baldwin County), Alabama.

Commissioner James E. Ball (District 1), visited the proposed cemetery site and recommends approval of the petition.

During the December 18, 2018, Baldwin County Commission regular meeting, the Commission approved as follows:

1) Waive Baldwin County Commission Policy #2.7 - Licensing of Cemeteries, pursuant to an email from the Alabama Department of Public Health, dated December 30, 2011, which recognizes that a family burial plot on an individual's private property is not to be considered a cemetery for the purpose

of regulation under Section 22-20-4, Code of Alabama 1975, unless the County or municipality has promulgated an ordinance that may include family burial plots within the definition of a cemetery; and

2) Pursuant to the request from the Judge of Probate Office to consider a Petition for Establishment of Mustin Family Cemetery (Petition), submitted by Mickey L. Mustin, owner of the real property upon which the proposed cemetery will be situated, approve the establishment of a family cemetery on the property of Mickey L. Mustin, in Perdido, Baldwin County, Alabama, said family cemetery to be located consistent with said Petition. The property is located at 53931 Modelle Bryars Road, Perdido, Alabama; and

3) Authorize the Chairman to execute any and all necessary documents and/or orders related to the Baldwin County Commission's approval to establish the Mustin Family Cemetery.

The Judge of Probate issued the Order Granting License to Establish Private Cemetery for the Mustin Family Cemetery on December 19, 2018, and today's action will make the Order part of the record.

According to the Alabama Department of Public Health, the Health Department allows a family burial plot on an individual's private property not to be considered to be a cemetery for the purpose of regulation under Section 20-20-4, Code of Alabama 1975, unless the County or municipality has promulgated an ordinance that may include family burial plots within the definition of cemetery. (Staff notes that the proper Alabama Code Section is 22-20-4.)

County Policy #2.7 - Licensing of Cemeteries, requires the Health Department to inspect and give the Commission a recommendation as to the approval/disapproval of the proposed cemetery. In order for the Commission to approve the request for the establishment of this family cemetery, Policy #2.7 should be waived.

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 - Make Order a part of the January 15, 2019, BCC Meeting record.

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

Additional instructions/notes: N/A

IN THE PROBATE COURT OF BALDWIN COUNTY, ALABAMA

IN RE:

MUSTIN FAMILY CEMETERY,

CASE NO. 36488

A PRIVATE CEMETERY

ORDER GRANTING LICENSE TO ESTABLISH PRIVATE CEMETERY

The undersigned having reviewed the application for establishment of a private cemetery submitted by **MICKEY L. MUSTIN** in the above cause and hereby grants the application as submitted. The undersigned do, therefore,

ORDER, ADJUDGE and DECREE that a license is hereby granted to **MICKEY L. MUSTIN** to establish a private cemetery on the following described real property situated in Baldwin County, Alabama, to-wit:

See Attached "Exhibit A"

DONE this 19th day of December, 2018.



JUDGE OF PROBATE

COUNTY COMMISSION OF BALDWIN
COUNTY, ALABAMA

By: 

As Its Chairman

EXHIBIT "A"

Legal Description for Parcel A

As written by J Pierce and Associates LLC on December 10, 2018, and based on a boundary survey of said property.

COMMENCING from the purported Northwest corner of Section 33, Township 1 North, Range 4 East, Baldwin County, AL, said point being a found 1x1.5 inch lighter post, thence N 88° 47' 48" E 1228.73' to a set one half inch yellow capped rebar JPA CA 920, said point being the POINT OF BEGINNING, thence N 88° 47' 48" E 110' to a found 1/2 inch yellow capped rebar-illegible, thence S 00° 00' 00" E 100.46' to a set 1/2 inch yellow capped rebar JPA CA 920, thus beginning a curve to the left, said curve having an arclength of 30', a radius of 275', a chord distance of 29.99', and a chord bearing of S 19° 52' 00", thus terminating said curve at a set 1/2 inch yellow capped rebar JPA CA 920, thence S 90° 00' 00" W 99.79' to a set 1/2 inch yellow capped rebar JPA CA 920, thence N 00° 00' 00" E 126.36' back to the point of beginning, containing ±0.32 acres, and subject to all easements, right of ways, and restrictions included therein.

PETITION FOR FAMILY CEMETERY

#36488

STATE OF ALABAMA,
BALDWIN COUNTY

To the Honorable Judge of Probate Court, Baldwin County, AL:

I am submitting this Petition of 0.32 acre parcel of our land to be adopted as a family cemetery to be named Mustin Family Cemetery. I hold title to this parcel of land and have attached the proposed survey, land description, and aerial map of the parcel in which the cemetery will be located pending your approval.

Your petitioner asks that this process be expedited. My father was admitted to hospice care and has been given days to live. We would like to bury him on our land when he passes.

Mickey L Mustin 12-11-18
Mickey L Mustin

53931 Modelle Bryars Road
Perdido, AL 36562
(251)463-7920

Witnesses:

Angela Mustin 12-12-18

James m Henson 12/12/18

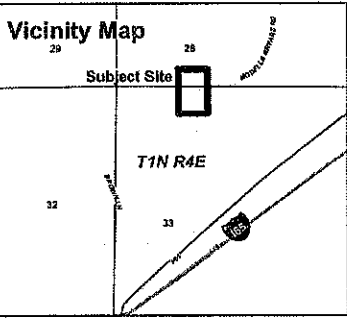
Prepared by: Mickey Mustin
53931 Modelle Bryars Road
Perdido, AL 36562

STATE OF ALABAMA
2018 DEC 12 P 2:16
BALDWIN COUNTY

Legal Description for Parcel A

As written by J Pierce and Associates LLC on December 10, 2018, and based on a boundary survey of said property.

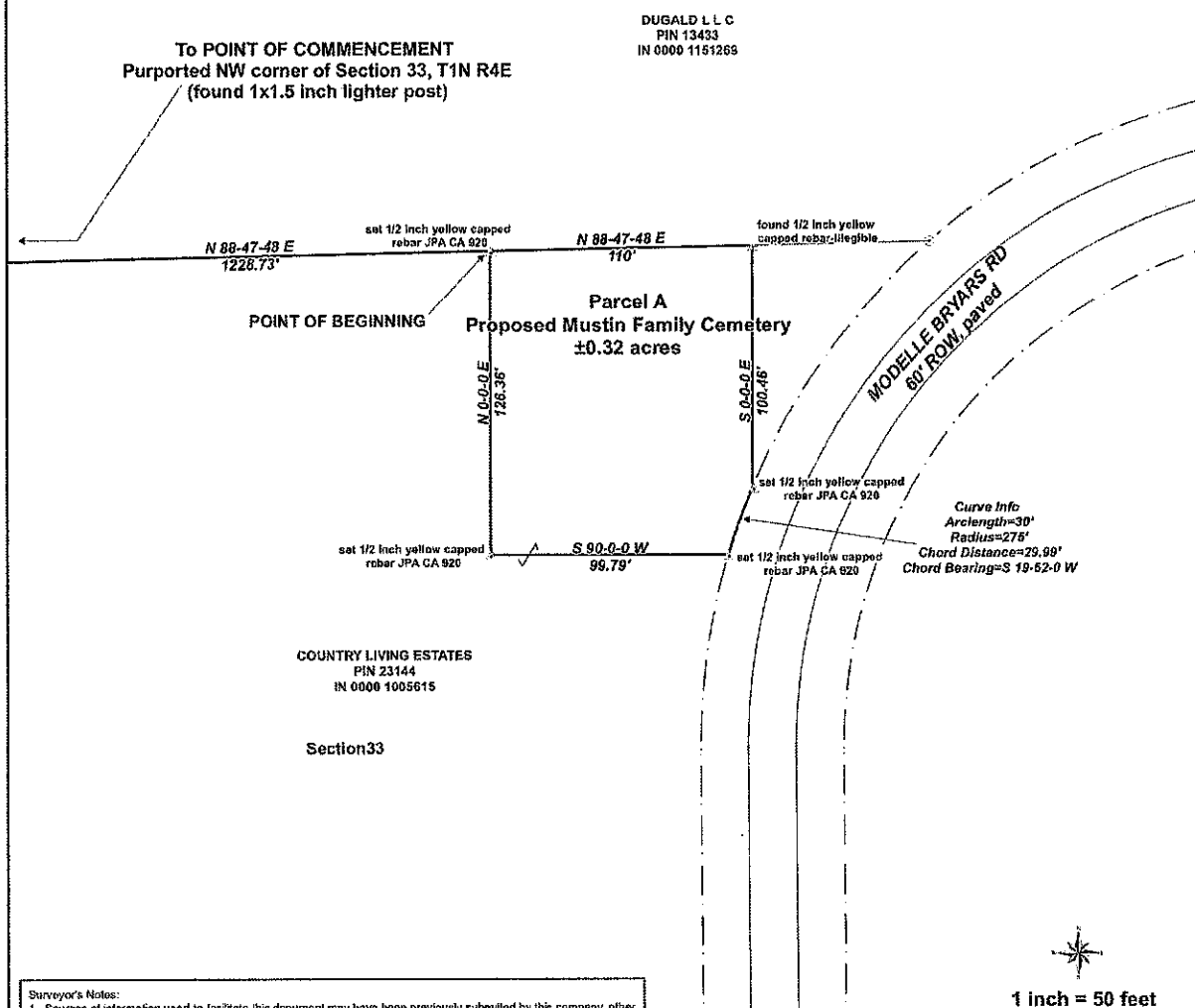
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Legal Description for Parcel A
 As written by J Pierce and Associates LLC on December 10, 2018, and based on a boundary survey of said property.

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Section 28



Surveyor's Notes:

- Sources of information used to facilitate this document may have been previously submitted by this company, other firms, clients, or other involved entities.
- Bearings and distances are referenced to grid north in the Alabama State Plane Coordinate West Zone (NAD 83) with coordinate units in US survey feet. All quadrant bearings depicted are referenced as Degrees' Minutes' Seconds". GPS and conventional techniques were used to derive the information depicted herein.
- Field work performed December 3, 2018.
- Utilities were not located for the purpose of this survey, except where shown on this survey.
- No instruments of record concerning right of ways, easements or ownership were furnished, except as noted on this survey.
- This survey was delivered without the benefit of a title search or abstract history. No liability is assumed for loss or judgments related to an abstract, title search, or legal process associated with this property.
- Total liability for this survey shall not exceed the amount paid for this survey.
- Not valid without embossed seal, original signature or stamp.
- Copyright JPA© 2018. This work shall not be reproduced or redistributed without expressed, written permission.
- This document valid for 60 days from date of survey.
- All improvements, covenants, easements, or other restrictions of record may not be shown for the purpose of this survey.
- Background imagery or information shown is not produced or guaranteed by JPA and is for graphic purposes only.

Legend

Monument	Approximate Boundary	Overhead Electric	Approximate Boundary
Decorative Post	CL Road	Fence	CGO Boundary
Fence corner	Culvert	SR Track	Concrete
Footprint	Easement	Right of Way	Fence
Matured Tree	Edge Dirt Road	Saltator Line	Water
Access Drive	Edge Forest Road	Sewer Line	Structure
Edge Unpaved Access	Edge of Pavement	Survey Boundary	Survey Boundary
Vegetated Lot	Edge of Water	Vegetation Line	Water Line
Natural Gas	Electric Easement	Water Line	Wetland
CGO Line	Fence	Gate	
Double Arrow Observation			



I hereby state all parts of this survey and drawing have been completed in accordance with the current requirements of the standards of practice for land surveying in the state of Alabama to best of my knowledge, information, and belief.

Jacob Pierce GISP, PLS _____ Date _____
 AL #30816-S

J Pierce and Associates LLC
 Geospatial Consultants

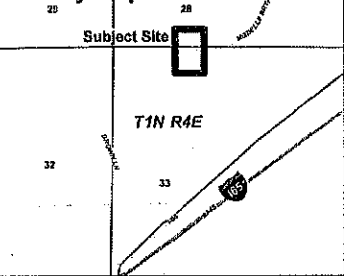
16116 Old Ganey Road
 Bay Minette, AL 36507
 jacob@jpiereandassociates.com
 251-608-5975

Muslim Family Cemetery
 on behalf of Mickey Mustin

Section 33 T1N R4E JPA Project #467 Modelle Bryars Rd. Perdido AL.

Field work, ASB Drawn: MDS Checked: JPP **December 10, 2018**
 This document supersedes any previously dated documents.

Vicinity Map



Legal Description for Parcel A
As written by J Pierce and Associates LLC on December 10, 2018, and based on a boundary survey of said property.

COMMENCING from the purported Northwest corner of Section 33, Township 1 North, Range 4 East, Baldwin County, AL, said point being a found 1x1.5 inch lighter post, thence N 88° 47' 48" E 1228.73' to a set one half inch yellow capped rebar JPA CA 920, said point being the POINT OF BEGINNING, thence N 88° 47' 48" E 110' to a found 1/2 inch yellow capped rebar-ilegible, thence S 00° 00' 00" E 100.46' to a set 1/2 inch yellow capped rebar JPA CA 920, thus beginning a curve to the left, said curve having an arclength of 30', a radius of 275', a chord distance of 29.69', and a chord bearing of S 19° 52' 00", thus terminating said curve at a set 1/2 inch yellow capped rebar JPA CA 920, thence S 90° 00' 00" W 99.79' to a set 1/2 inch yellow capped rebar JPA CA 920, thence N 00° 00' 00" E 126.36' back to the point of beginning, containing ±0.32 acres, and subject to all easements, right of ways, and restrictions included therein.



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3. Field work performed December 3, 2018.
4. Utilities were not located for the purpose of this survey, except where shown on this survey.
5. No instruments of record concerning right of ways, easements or ownership were furnished, except as noted on this survey.
6. This survey was delivered without the benefit of a title search or abstract history. No liability is assumed for loss or judgments related to an abstract, title search, or legal process associated with this property.
7. Total liability for this survey shall not exceed the amount paid for this survey.
8. Not valid without embossed steel, original signature or stamp.
9. Copyright JPA© 2018. This work shall not be reproduced or redistributed without expressed, written permission.
10. This document valid for 60 days from date of survey.
11. All improvements, covenants, easements, or other restrictions of record may not be shown for the purpose of this survey.
12. Background imagery or information shown is not produced or guaranteed by JPA and is for graphic purposes only.

Legend

Monument	Approximate Boundary	Overhead Electric	Approximate Boundary
Calculated Point	CL Road	Pier	COGO Boundary
Farm corner	Curbed	RR Track	Concrete
Fencepost	Easement	Right of Way	Fence
Marked Tree	Edge Dirt Road	Subwork Line	Water
Access Drive	Edge Field Road	Sewer Line	Structure
Edge Unimproved Access	Edge of Pavement	Survey Boundary	Survey Boundary
Vacated Line	Edge of Water	Vegetation Line	
Natural Gas	Electric Easement	Water Line	
COGO Line	Fence	Wetland	
Double Arrow Dimension	Gate		

I hereby state all parts of this survey and drawing have been completed in accordance with the current requirements of the standards of practice for land surveying in the state of Alabama to best of my knowledge, information, and belief.



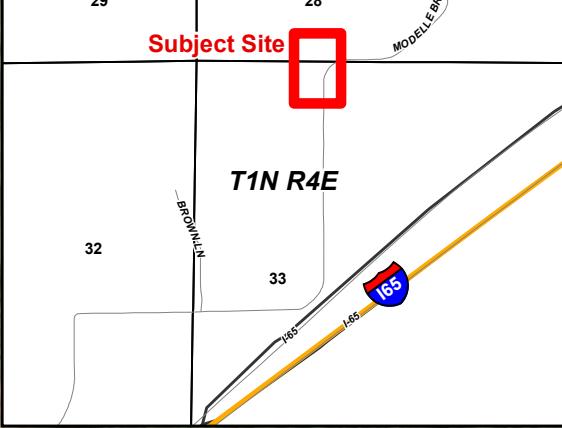
J Pierce and Associates LLC
Geospatial Consultants
16116 Old Ganey Road
Bay Minette, AL 36507
jacob@jpiereandassociates.com
251-608-5975

Mustin Family Cemetery on behalf of Mickey Mustin		
Section 33 T1N R4E	JPA Project #467	Mobile Byways Rd. Perdido, AL
Field work: AJDB Drawn: MJB Checked: JJP	December 10, 2018 This document supersedes any previously dated documents.	

Jacob Pierce GISRP, PLS
AL #30816-S

Date

Vicinity Map



Legal Description for Parcel A

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Section 28

To POINT OF COMMENCEMENT
Purported NW corner of Section 33, T1N R4E
(found 1x1.5 inch lighter post)

DUGALD LLC
PIN 13433
IN 0000 1151269

N 88-47-48 E
1228.73'

set 1/2 inch yellow capped
rebar JPA CA 920

N 88-47-48 E
110'

found 1/2 inch yellow
capped rebar-illegible

POINT OF BEGINNING

Parcel A
Proposed Mustin Family Cemetery
±0.32 acres

N 0-0-0 E
126.36'

S 0-0-0 E
100.46'

MODELLE BRYARS RD
60' ROW, paved

Curve Info
Arclength=30'
Radius=275'
Chord Distance=29.99'
Chord Bearing=S 19-52-0 W

set 1/2 inch yellow capped
rebar JPA CA 920

S 90-0-0 W
99.79'

set 1/2 inch yellow capped
rebar JPA CA 920

COUNTRY LIVING ESTATES
PIN 23144
IN 0000 1005615

Section 33



1 inch = 50 feet

Surveyor's Notes:

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Legend

▲ Monument	— Approximate Boundary	— Overhead Electric	□ Approximate Boundary
○ Calculated Point	— CL Road	— Pier	□ COGO Boundary
● Fence corner	— Culvert	— RR Track	□ Concrete
• Fencepost	— Easement	— Right of Way	□ Fence
★ Marked Tree	— Edge Dirt Road	— Setback Line	□ Water
— Access Drive	— Edge Field Road	— Sewer Line	□ Structure
— Edge Unpaved Access	— Edge of Pavement	— Survey Boundary	□ Survey Boundary
— Vacated Line	— Edge of Water	— Vegetation Line	
— Natural Gas	— Electric Easement	— Water Line	
— COGO Line	— Fence	— Wetland	
↔ Double Arrow Dimension	— Gate		

I hereby state all parts of this survey and drawing have been completed in accordance with the current requirements of the standards of practice for land surveying in the state of Alabama to best of my knowledge, information, and belief.



J Pierce and Associates LLC
Geospatial Consultants

16116 Old Ganey Road
Bay Minette, AL 36507
jacob@jpiercandassociates.com
251-508-5975

Mustin Family Cemetery
on behalf of Mickey Mustin

Section 33 T1N R4E JPA Project #467 Modelle Bryars Rd. Perdido, AL

Field work: MDB
Drawn: MDB
Checked: JKP

December 10, 2018
This document supersedes any previously dated document.

Jacob Pierce GISP, PLS
AL #30816-S

Date







COMMISSION POLICY

POLICY #2.7

SUBJECT: Licensing of Cemeteries

DATE ADOPTED
March 17, 2009

PAGE (BCC MINUTES)
Page 11

OBSOLETE VERSIONS (Can be found in the Inactive Policy Book.)

DATE ADOPTED
September 9, 1991
February 19, 2008

PAGE (BCC MINUTES)
Book 10, pg. 67
Page 26

NOTE: (CHARACTERISTICS OF A GOOD POLICY AND PROCEDURE DOCUMENT) -- A policy is typically a document that outlines specific requirements or rules that must be met. The overall goal is to write policies that are clear, concise and in simple language. If you use an acronym, spell it out the first time you use it.

POLICY STATEMENT

This policy is to provide guidelines for the licensing of cemeteries in the unincorporated areas of Baldwin County.

PROCEDURAL REQUIREMENT

In order to carry out this policy, the following steps must be taken:

1. All requests for cemeteries to be licensed will first be referred to the Office of the Judge of Probate. The Judge of Probate will then refer the request to the Baldwin County Health Department to have the agency's environmentalists make a recommendation to the Commission for approval/disapproval.
2. If the Baldwin County Health Department recommends disapproval, then the Probate Judge will make the necessary notification to the requester and no further action is required.
3. If the Baldwin County Health Department recommends approval, then the Probate Judge will refer the request and a copy of the Baldwin County Health Department's recommendation to the Baldwin County Commission. Once received, the County Commissioner residing in the district in which the cemetery would be located will confirm the legal description, make a visual inspection of the site, consult with local residents and make a recommendation to the County Commission. ***Other Commissioners are encouraged to visit the site and be familiar with general aspects of the request.***

4. After inspection and review by the County Commissioner in whose district the cemetery would be located, and based upon information he/she provides, staff will prepare an *Agenda Item* outlining said Commissioners recommendation.
5. The County Commission will then approve/disapprove of the request in formal session and forward a report of this action to the Probate Judge along with a certified portion of the minutes showing the action taken by the Baldwin County Commission.
6. Upon receipt of the certified minutes, the Judge of Probate will submit to the County Commission, an *Order Granting License to Establish Private Cemetery*.
7. Upon receipt by the County Commission of the *Order Granting License to Establish Private Cemetery*, staff will prepare an additional *Agenda Item* that recommends accepting and approving placement of a fully executed copy of said *Order* into the minutes of the Baldwin County Commission.

From: Teddy.King@adph.state.al.us [<mailto:Teddy.King@adph.state.al.us>]
Sent: Friday, December 30, 2011 03:06 PM
To: Judge Tim Russell
Cc: Bill.Lenz@adph.state.al.us <Bill.Lenz@adph.state.al.us>; Chad.Kent@adph.state.al.us <Chad.Kent@adph.state.al.us>; David Brewer; Jason.Roley@adph.state.al.us <Jason.Roley@adph.state.al.us>; Loren.Powers@adph.state.al.us <Loren.Powers@adph.state.al.us>; Ricky.Elliott@adph.state.al.us <Ricky.Elliott@adph.state.al.us>
Subject: Re: Fw: Family Burial Plots

Listed below is the opinion of the Alabama Department of Public Health General Counsel regarding family burial plots. If you have any questions, give me a call at 251-424-0762.

Theodore C. King, Environmental Supervisor
Baldwin County Health Department

-----Ricky Elliott/Escambia/ADPH wrote: -----

To: "Chad Kent" <chad.kent@adph.state.al.us>, "David Brewer" <dbrewer@baldwincounty.al.gov>, "Bill Lenz" <Bill.Lenz@adph.state.al.us>, "Loren Powers" <Loren.Powers@adph.state.al.us>, "Teddy King" <teddy.king@adph.state.al.us>, "Jason Roley" <Jason.Roley@adph.state.al.us>
From: Ricky Elliott/Escambia/ADPH
Date: 12/30/2011 02:30PM
Subject: Fw: Family Burial Plots

FYI

▼ Sherry Bradley

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

From: Sherry Bradley
Sent: 12/30/2011 02:25 PM CST
To: Ricky Elliott
Cc: Chad Kent
Subject: Fw: Family Burial Plots

----- Forwarded by Sherry Bradley/ENV/ADPH on 12/30/2011 02:24 PM -----

From: Greg Locklier/LEGAL/ADPH
To: Chad Kent/PHA09/ADPH@ADPH
Cc: Sherry Bradley/ENV/ADPH@ADPH
Date: 12/30/2011 01:39 PM
Subject: Family Burial Plots

Chad,

The Department of Public Health's long held position is that a family burial plot on an individual's private property is not considered to be a cemetery for the purpose of regulation under Section 20-20-4, *Ala. Code 1975* unless the county or municipality has promulgated an ordinance that may include family burial plots within the definition of cemetery.

Hope this helps. Call me if you have any questions. Greg

Greg Locklier
Assistant General Counsel
Alabama Department of Public Health
201 Monroe Street, Suite 1540
Montgomery, AL 36104
Phone: (334)206-5209
Fax: (334)206-5874
greg.locklier@adph.state.al.us

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Baldwin County Commission

Agenda Action Form

File #: 19-0502, **Version:** 1

Item #: BA5

Meeting Type: BCC Regular Meeting

Meeting Date: 1/15/2019

Item Status: New

From: Ronald J. Cink, County Administrator

Submitted by: Victoria Key, Administrative Support Specialist

ITEM TITLE

Request from Baldwin County Board of Education for Approval on Renovations at the Baldwin County Board of Education Building Located in Bay Minette

STAFF RECOMMENDATION

Per the request of the Baldwin County Board of Education, approve the Baldwin County Board of Education to replace existing flooring and paint the interior walls in the original Superintendent's Office wing at the Baldwin County Board of Education Building Located at 2600 Hand Avenue, Bay Minette, Alabama. The Baldwin County Board of Education will incur all expenses of said renovations.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: A request was received on January 7, 2019 from the Baldwin County Board of Education for approval to replace existing flooring and paint the interior walls in the original Superintendent's Office wing at the Baldwin County Board of Education building. Due to the Baldwin County Commission owning the building, the Baldwin County Board of Education requests approval to move forward with this project.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

N/A

LEGAL IMPACT

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

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 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 - Correspondence to:

Eddie Tyler, Superintendent
2600-A North Hand Avenue
Bay Minette, Alabama 365207

Cc: John Wilson, CSFO via email only jwilson@bcbe.org <<mailto:jwilson@bcbe.org>>
Tom Waters, via email only twaters@bcbe.org

Additional instructions/notes: N/A



BALDWIN COUNTY PUBLIC SCHOOLS

EDDIE TYLER, M.Ed.
Superintendent

Board of Education

MIKE JOHNSON
District 1

ANDREA LINDSEY
District 2

TONY MYRICK
District 3

JANAY DAWSON
District 4

NORMA LYNCH
District 5

CECIL CHRISTENBERRY
District 6

SHANNON CAULEY
District 7

January 3, 2019

Mr. Charles F. Gruber, Chairman
Baldwin County Commission
312 Courthouse Square
Suite 12
Bay Minette, AL 36507



4BCC
KC
WG
RC

Dear Mr. Gruber,

I hope this letter finds you and yours well at the beginning of this New Year! I trust you had a wonderful blessed Christmas season.

The Baldwin County Board of Education requests approval from the Baldwin County Commission to replace the existing flooring and paint the interior walls in the original superintendent's office wing at the Baldwin County Board of Education building located at 2600 Hand Avenue.

The Baldwin County Board of Education will incur all expenses in replacing the flooring and painting the interior walls. Due to the Commission owning the building we therefore request approval to move forward with this project.

If you need any further information, please contact Mr. Tom Waters, Business Operations and Purchasing Manager, via email at twaters@bcbe.org or by phone at 251-580-1913.

Thanks for all the Commission does for the Baldwin County School System.

Sincerely,

Eddie Tyler
Superintendent
Baldwin County Board of Education

Cc: John Wilson, CSFO



Baldwin County Commission

Agenda Action Form

File #: 19-0501, **Version:** 1

Item #: BA6

Meeting Type: BCC Regular Meeting

Meeting Date: 1/15/2019

Item Status: New

From: Ronald J. Cink, County Administrator

Submitted by: Anu Gary, Administration/Records Manager

ITEM TITLE

Request from Cindy Haber Center, Inc. to Provide Case Management Services for Mobile County

STAFF RECOMMENDATION

Pursuant to §22-51-7, Code of Alabama 1975, adopt Resolution #2019-038 of the Baldwin County Commission approving a proposal by the Cindy Haber Center, Inc. as being in the public interest to expand the area in which the Cindy Haber Center, Inc. provides case management services to individuals with intellectual or developmental disabilities so as to encompass Baldwin, Clarke, Washington and Mobile Counties and approving an amendment of its Certificate of Incorporation to reflect this expansion.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Staff received correspondence from the Cindy Haber Center, Inc. on December 21, 2018, requesting that the Baldwin County Commission approve the expansion of the Center's service area to Mobile County, in addition to Baldwin, Clarke and Washington Counties. The Cindy Haber Center provides case management services to individuals with intellectual disabilities and the Center has recently been asked to expand its services to Mobile County. The request originated by Altapointe, which is a provider of mental illness services and is expanding medical services within the agency.

Ms. Cindy Haber has provided staff with a copy of the State of Alabama Department of Mental Health certification (Reference: Code of Alabama 1975, Section 22-50-17) stating that the Cindy Haber Center, Inc. is in compliance with program and physical facility standards promulgated by the Alabama Department of Mental Health.

Ms. Haber was present at the January 8, 2019, BCC Work Session to discuss the request and to provide further information to the Commission.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Yes

Reviewed/approved by: County Attorney

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

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

Ms. Cindy Haber, Executive Director

Cindy Haber Center, Inc.

P. O. Box 853

Robertsdale, Alabama 36567

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 #2019-038
OF THE
BALDWIN COUNTY COMMISSION**

PURSUANT TO §22-51-7, CODE OF ALABAMA 1975, APPROVING A PROPOSAL AS BEING IN THE PUBLIC INTEREST TO EXPAND THE AREA IN WHICH THE CINDY HABER CENTER, INC. PROVIDES CASE MANAGEMENT SERVICES TO INDIVIDUALS WITH INTELLECTUAL OR DEVELOPMENTAL DISABILITIES SO AS TO ENCOMPASS BALDWIN, CLARKE, WASHINGTON AND MOBILE COUNTIES AND APPROVING AN AMENDMENT OF ITS CERTIFICATE OF INCORPORATION TO REFLECT THIS EXPANSION.

WHEREAS, the Articles of Incorporation for the Cindy Haber Center, Inc. (Previously known as the MR/DD Board, Inc., and hereinafter referred to as the “Corporation” or “Cindy Haber Center”) were originally recorded in the Office of Judge of Probate of Baldwin County, Alabama, at Miscellaneous Book 78, p. 1204-1213, subsequently amended by Articles of Amendment recorded in the Office of Judge of Probate of Baldwin County, Alabama, at Miscellaneous Book 101, p. 1825-1831, and further amended by Articles of Amendment recorded in the Office of the Judge of Probate of Baldwin County, Alabama at Instruments Number 796792 and 1690309; and

WHEREAS, pursuant to §22-51-7, Code of Alabama 1975, the Board of Directors of the Corporation have adopted, the Proposed 2018 Amended Certificate of Incorporation at a specially called meeting of the board of directors on the 26th of November 2018, the principal effect of which would expand the area in which the Corporation provides services to individuals with Intellectual or Developmental Disabilities to include Baldwin, Clarke, Washington and Mobile Counties; and

WHEREAS, pursuant to §22-51-7, Code of Alabama 1975, the Corporation has requested the County Commission of BALDWIN County, Alabama, approve said 2018 Amended Certificate of Incorporation of the Cindy Haber Center, Inc., as in the public interest; and

WHEREAS, pursuant to §22-51-7(1), Code of Alabama 1975, the Corporation has submitted a document to the County Commission of BALDWIN County, Alabama, from the Alabama Department of Mental Health showing that the Alabama Department of Mental Health has approved the proposed 2018 Amended Certificate of Incorporation for the Cindy Haber Center, Inc.; now therefore

BE IT RESOLVED, by the County Commission of Baldwin County, Alabama, in its regular session assembled, that, based upon the foregoing, the 2018 Amended Certificate of Incorporation of the Cindy Haber Center, Inc. expanding the area of operations for the

Corporation to include Baldwin, Clarke, Washington and Mobile Counties, is in the public interest and that we hereby approve the attached 2018 Amended Certificate of Incorporation of the Cindy Haber Center, Inc. pursuant to §22-51-7(2) and (3), *Code of Alabama 1975*.

DONE, under the Seal of the County Commission of Baldwin County, Alabama, on this the 15th day of January, 2019.

CHARLES F. GRUBER, Chairman
Baldwin County Commission
Baldwin County, Alabama

ATTEST:

RONALD J. CINK, County Administrator
Baldwin County Commission
Baldwin County, Alabama

Cindy Haber Center, Inc.

P O Box 853

Robertsdale, AL 36567

Baldwin County Commission

Attention: Ron Cink

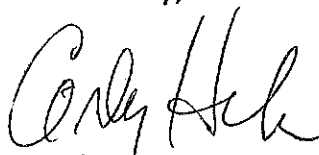
Bay Minette, AL

December 21, 2018

Hello, We appreciate you support to our agency over the years. We are providing case management services to persons with intellectual disabilities in Clarke, Washington, Baldwin Counties. We were recently asked to take over case management services in Mobile County. The Alabama Department of Mental Health has approved us for the services in Mobile County. The Certificate of approval is attached.

We ask for your consideration to approve our agency to provide case management in Mobile County and continue services in Baldwin, Clarke & Washington Counties

Sincerely,

A handwritten signature in cursive script that reads "Cindy Haber".

Cindy Haber

Executive Director



State of Alabama
Department of Mental Health



Be it known by all:
by virtue of the authority vested therein by Code of Alabama 1975 §22-50-17
the Alabama Department of Mental Health does hereby certify and proclaim that the

Cindy Haber Center, Inc.
Baldwin, Clarke, Washington and Mobile Counties Case Management
23214 East Chicago Street, Robertsedale, Alabama 36567
Case Management (ID)

is in compliance with program and physical facility standards promulgated by the
Alabama Department of Mental Health.

Continued certification of this agency/facility is contingent on maintaining compliance with the
standards upon which this certification was issued and is subject to periodic inspection.

Effective date

December 20, 2018

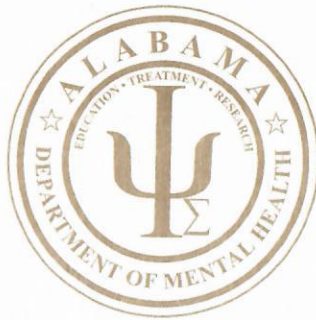
Programmatic Only

Certified through

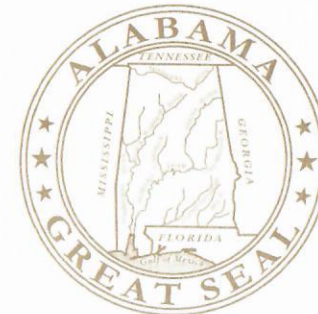
October 30, 2020

Commissioner

7111



State of Alabama
Department of Mental Health



Be it known by all:
by virtue of the authority vested therein by Code of Alabama 1975 §22-50-17
the Alabama Department of Mental Health does hereby certify and proclaim that the

Cindy Haber Center, Inc.
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standards upon which this certification was issued and is subject to periodic inspection.

Effective date
December 20, 2018

Programmatic Only
Certified through
October 30, 2020

Commissioner

7111

CINDY HABER CENTER, INC.

**(Formerly known as The MR/DD Board, Inc.)
(an Act 310 Board)**

**Post Office Box 853, Robertsdale, Alabama 36567
Baldwin County office - (251) 947-5608
Clarke County office - (334) 246-8051
Ms. Cindy Haber, Executive Director**

Board is composed of twenty-four (24) members
Eight (8) members are appointed by Baldwin County Commission
Eight (8) members are appointed by Clarke County Commission
Eight (8) members are appointed by Washington County Commission

Term of all members is Six (6) years
All Eight (8) members appointed by the Baldwin County Commission must be residents of Baldwin County, Alabama

Statutory Authority - §22-51-1, et seq., Code of Alabama 1975
Further reference: Miscellaneous Book 101, p. 1825-1839 in Office of Judge of Probate of Baldwin County, Alabama;
Instrument No. 796792 in the Office of Judge of Probate of Baldwin County, Alabama, and
Resolution #2004-44 of the Baldwin County Commission (adopted on January 20, 2004), and *Resolution #2011-010* of the Baldwin County Commission* (adopted October 5, 2010)

MEMBERS	APPOINTED/REAPPOINTED	TERM OF OFFICE	EXPIRATION DATE
William E. Scully, Jr. P.O. Box 962 Daphne, AL 36526	Reappointed 03/17/2015 term to commence 04/01/2015	6 years	04/01/2021
Laconda Davenport 31611 Plaza De Toros Drive Spanish Fort, AL 36527	Appointed 04/19/2016 to the place seat formerly held by Rosie Broadus-Sanford for a pro-rata reduced term 04/19/2016 Thanked Rosie Broadus-Sanford for her years of civic service	6 years	04/01/2022
Felisa Williams 54701A Ramer Drive Bay Minette, AL 36507	Appointed 04/21/2015 to fill the place-seat formerly held by Linda C. Hudnall for pro-rata reduced term	6 years	04/01/2021
Eileen F. Mueller 6779 Bayou Lane Elberta, AL 36530	Re-appointed 03/21/2017 term commencing on 04/01/2017	6 years	04/01/2023
Peggy Vanover Barnes 7130 Lake Minette Point Spanish Fort, AL 36527	Re-appointed 03/21/2017 term commencing on 04/01/2017 <i>(Name previously Peggy Rider Vanover)</i>	6 years	04/01/2023
Norma Wilson Giles Post Office Box 37 Summerdale, AL 36580	Re-appointed 04/16/2013 term continuing from 04/01/2013	6 years	04/01/2019
Melody D. Cardell 20319 Bunker Loop Fairhope, AL 36532	Re-appointed 03/21/2017 term commencing on 04/01/2017	6 years	04/01/2023
Clara Myers 4899 Burkart Lane Orange Beach, AL 36561	Appointed 08/01/2017 to the place seat formerly held by Elaine Hancock for a pro-rata reduced term 08/01/2017 Accepted the resignation of Elaine Hancock and thanked her for her prior civic service	6 years	04/01/2021

CINDY HABER CENTER, INC. – Cont.

CINDY HABER CENTER, INC. HUMAN RIGHTS COMMITTEE

MEMBERS	APPOINTED/REAPPOINTED	TERM OF OFFICE	EXPIRATION DATE
Chandra Middleton Assistant BRATS Director Baldwin County Commission	Appointed 10/16/2018	***	Duration of employment with BCC, BRATS Department

310 MENTAL RETARDATION ADVISORY BOARD

MEMBERS	APPOINTED/REAPPOINTED	TERM OF OFFICE	EXPIRATION DATE
William E. Scully, Jr. Attorney	Updated Advisory Committee List (09/27/2018 Revision) received from Cindy Haber 10/02/2018. Advisory Board Members not appointed by BCC.	**	**
Norma Giles CPA	Updated Advisory Committee List (09/27/2018 Revision) received from Cindy Haber 10/02/2018. Advisory Board Members not appointed by BCC.	**	**
Peggy Vanover Barnes Financial, Governmental and Parliamentary Procedure	Updated Advisory Committee List (09/27/2018 Revision) received from Cindy Haber 10/02/2018. Advisory Board Members not appointed by BCC.	**	**
Renee Autrey Certified Behavior Analyst	Updated Advisory Committee List (09/27/2018 Revision) received from Cindy Haber 10/02/2018. Advisory Board Members not appointed by BCC.	**	**
Leighanne McPherson BCBE Special Education Division	Updated Advisory Committee List (09/27/2018 Revision) received from Cindy Haber 10/02/2018. Advisory Board Members not appointed by BCC.	**	**
Jessica Odom Nurse	Updated Advisory Committee List (09/27/2018 Revision) received from Cindy Haber 10/02/2018. Advisory Board Members not appointed by BCC.	**	**

***10/16/2018, BCC made its first appointment to the Cindy Haber Center, Inc. Human Rights Committee. The Cindy Haber Center, Inc. is required by the Alabama Department of Mental Health to have a Human Rights Committee to review rights and restrictions of individuals enrolled in services in Baldwin County, AL. The Committee is comprised of people in the community and the BCC was requested to appoint one person to serve in this capacity. The appointment has no term limits and the appointment is at the discretion of the BCC with no other qualification requirements.

*03/20/2018, BCC approved an amendment to Resolution #2018-042, which corrected the name change from “The Cindy Haber Center, Inc.” to “Cindy Haber Center, Inc.” as requested by the board and modified the Articles of Incorporation to reflect said change.

*01/16/2018, BCC adopted Resolution #2018-042, which officially changed the name of The MR/DD Board, Inc. to The Cindy Haber Center, Inc. and modified the Articles of Incorporation to reflect said change.

*10/05/2010, BCC adopted Resolution #2011-010, which changed the name of the public corporation, Mental Retardation / Developmental Disabilities Board, Inc. to The MR/DD Board, Inc. among other things.

** These advisory board members have no particular terms and can be removed from the Board at any time.

REVISED: 10/16/2018 akg

CINDY HABER CENTER, INC.

Post Office Box 853
Robertsdale, AL 36567
(251) 947-5608
(251) 947-6020 (Fax)

January 7, 2019

Baldwin County Commission
Baldwin County Administration Building
ATTN: County Commission Office/Ronald Cink
312 Courthouse Square
Suite 12
Bay Minette, Alabama 36507

Dear Mr. Cink:

The purpose of this letter is to seek the approval of the Baldwin County Commission regarding certain modifications to the Certificate of Incorporation of the Cindy Haber Center, Inc. (formerly known as the MR/DD Board, Inc.). The proposed 2018 Amended Certificate of Incorporation dated November 26, 2018 is attached for your consideration and approval of the County Commission.

I am the President of the Board of Directors of the Cindy Haber Center, Inc. As you may know, the Cindy Haber Center, Inc. currently provides case management services for individuals with intellectual and developmental disabilities in Baldwin, Clarke and Washington Counties. Recently, we were contacted by officials with Alta Pointe, Inc., the entity that currently provides these services in Mobile County. They proposed that the Cindy Haber Center should begin providing these services to individuals in Mobile County in addition to our current footprint. Our Board of Directors has approved the proposed expansion of our area of operations. A copy of the resolution of the Board of Directors to this effect is attached. The Alabama Department of Mental Health has also approved this proposal. A copy of the approval letter from the Alabama Department of Mental Health is attached.

The proposed expansion of our area of operations requires a modification of our Certificate of Incorporation. Under Alabama Code §22-51-7, all of the governmental entities under whose authority we operate must approve any modification to our Certificate of Incorporation. As Baldwin County is one of the Counties in which we operate, we must have approval from the County Commission in order to implement this modification.

I have attached a proposed resolution for the Baldwin County Commission authorizing the modification outlined above. Identical proposed resolutions have been submitted to the County Commissions for Clarke, Washington and Mobile Counties for their respective approvals.

Please do not hesitate to contact me if you have any questions regarding this proposal.

Very Truly Yours

A handwritten signature in cursive script that reads "Peggy Vanover-Barnes". The signature is written in black ink and is positioned above the printed name.

Peggy Vanover-Barnes
President

Enclosures

cc: Cindy Haber, Exec. Director (w/o encl)

STATE OF ALABAMA)
COUNTY OF BALDWIN)

RESOLUTION # _____
OF THE BALDWIN COUNTY COMMISSION

PURSUANT TO §22-51-7, *CODE OF ALABAMA 1975*, APPROVING A PROPOSAL AS BEING IN THE PUBLIC INTEREST TO EXPAND THE AREA IN WHICH THE CINDY HABER CENTER, INC. PROVIDES CASE MANAGEMENT SERVICES TO INDIVIDUALS WITH INTELLECTUAL OR DEVELOPMENTAL DISABILITIES SO AS TO ENCOMPASS BALDWIN, CLARKE, WASHINGTON AND MOBILE COUNTIES AND AN AMENDMENT OF ITS CERTIFICATE OF INCORPORATION TO REFLECT THIS EXPANSION.

WHEREAS, the Articles of Incorporation for the Cindy Haber Center, Inc. (Previously known as the MR/DD Board, Inc., and hereinafter referred to as the "Corporation" or "Haber Center") were originally recorded in the Office of Judge of Probate of Baldwin County, Alabama, at Miscellaneous Book 78, p. 1204-1213, subsequently amended by Articles of Amendment recorded in the Office of Judge of Probate of Baldwin County, Alabama, at Miscellaneous Book 101, p. 1825-1831, and further amended by Articles of Amendment recorded in the Office of the Judge of Probate of Baldwin County, Alabama at Instruments Number 796792 and 1690309; and

WHEREAS, pursuant to §22-51-7, *Code of Alabama 1975*, the Board of Directors of the Corporation have adopted, the a Proposed 2018 Amended Certificate of Incorporation at a specially called meeting of the board of directors on the 26th of November 2018, the principal effect of which would expand the area in which the Corporation provides services to individuals with Intellectual or Developmental Disabilities to include Baldwin, Clarke, Washington and Mobile Counties; and

WHEREAS, pursuant to §22-51-7, *Code of Alabama 1975*, the Corporation has requested the County Commission of BALDWIN County, Alabama, approve said 2018 Amended Certificate of Incorporation of the Cindy Haber Center, Inc., as in the public interest; and

WHEREAS, pursuant to §22-51-7(1), *Code of Alabama 1975*, the Corporation has submitted a document to the County Commission of BALDWIN County, Alabama, from the Alabama Department of Mental Health showing that the Alabama Department of Mental Health has approved the proposed 2018 Amended Certificate of Incorporation for the Cindy Haber Center, Inc.; now therefore

BE IT RESOLVED, BY THE COUNTY COMMISSION OF BALDWIN COUNTY, ALABAMA, that, based upon the foregoing, the 2018 Amended Certificate of Incorporation of the Cindy Haber Center, Inc. expanding the area of operations for the Corporation to include Baldwin, Clarke, Washington and Mobile Counties, is in the public interest and that we hereby approve said 2018 Amended Certificate of Incorporation of the Cindy Haber Center, Inc. pursuant to §22-51-7(2) and (3), *Code of Alabama 1975*.

Done this _____ day of _____, 2019

CHAIRMAN
COUNTY COMMISSION OF BALDWIN COUNTY, ALABAMA

Cindy Haber Center, Inc.
BOARD of DIRECTORS MEETING
BALDWIN, CLARKE, and WASHINGTON COUNTIES
November 26, 2018
A Touch of Cajun Grill
207 S. Kimball Ave.
Jackson, AL 36545

Board members present: Peggy Vanover Barnes, Bill Scully, Eileen Mueller, Dianne McKenzie, Mike Larrimore, Rhonda Gibson, Bryce Caton, Sarah Hansen, Richmond Cheney, Matthew Tyler, Hardy Tyler, and Diane Jones

Staff present: Cindy Haber and Dawn Roley.

Guest present :Norville Jones.

The meeting was called to order by President Peggy Vanover Barnes at 5:26 PM.

Invocation was given by Mike Larrimore.

The Pledge of Allegiance was led by Peggy Vanover Barnes.

The November 26, 2018 agenda was unanimously approved.

Alta Point Mental Health has approached this board concerning the case management of Mobile County. They are requesting that Cindy Haber Inc. assume the role of case management for Mobile County. An extensive discussion ensued. Bill Scully reminded us that if we assumed this role the Baldwin, Clarke, and Washington County Commissions would have to approve the plan. In addition the articles of incorporation would have to be amended and approved by each county involved.

A motion was made by Bill Scully to amend the articles of incorporation to include the case management of Mobile County. The motion was second by Mike Larrimore and approved unanimously.

There being no further discussion the meeting was adjourned at 6:15 PM.

Respectfully submitted,



Eileen Mueller, secretary

**CONSENT AND WAIVER OF NOTICE REGARDING
THE SPECIALLY CALLED MEETING
OF THE BOARD OF DIRECTORS OF THE CINDY HABER CENTER, INC.**

We the undersigned consent and waive notice at to the specially called meeting of the Board of Directors of The Cindy Haber Center, Inc. to be held on the 26th day of November, 2018 at the Li'l Touch of Cajun Grill 207 S Kimball Ave, Jackson, AL 36545 for the purpose of considering whether or not to approve a proposal to amend the Certificate of Incorporation for the Cindy Haber Center to expand the area within which the Cindy Haber Center, Inc provides services so as to Mobile County, Alabama.

Sarah Hansen
Name:

Sarah Hansen
Name:

Richmond Chaney
Name: Richmond Chaney

Dianne A. McKenzie
Name: DIANNE A. MCKENZIE

Brice Cater
Name:

Matthew Tyler
Name: Matthew Tyler

Hardy Tyler
Name: Hardy Tyler

Rhonda J. Gibbs
Name: Rhonda Gibbs

Diane Jones
Name: DIANE JONES

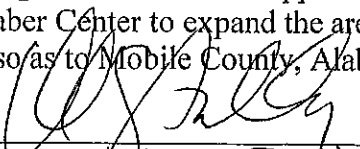
Name:
Peggy Van Darnes
Name: PEGGY VANOVER DARNES

Eileen Mueller
Name: EILEEN MUELLER

Mike Larrimore
Mike Larrimore

**CONSENT AND WAIVER OF NOTICE REGARDING
THE SPECIALLY CALLED MEETING
OF THE BOARD OF DIRECTORS OF THE CINDY HABER CENTER, INC.**

We the undersigned consent and waive notice at to the specially called meeting of the Board of Directors of The Cindy Haber Center, Inc. to be held on the 26th day of November, 2018 at the Li'l Touch of Cajun Grill 207 S Kimball Ave, Jackson, AL 36545 for the purpose of considering whether or not to approve a proposal to amend the Certificate of Incorporation for the Cindy Haber Center to expand the area within which the Cindy Haber Center, Inc provides services so as to Mobile County, Alabama.


Name: William Scully

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

**MINUTES OF THE SPECIALLY CALLED MEETING
OF THE BOARD OF DIRECTORS OF THE CINDY HABER CENTER, INC.**

A specially called meeting of the Board of Directors of The Cindy Haber Center, Inc. (hereinafter referred to as the "Board"), was held on the 26th day of November, 2018, a quorum of the board being present.

The meeting was called to order by the President.

The President brought to the attention of the Board the following matter: a proposal to amend the Certificate of Incorporation for the Cindy Haber Center to expand the area within which the Cindy Haber Center, Inc provides services to Mobile County, Alabama. After discussion by the Board, upon motion duly made and seconded, and unanimously carried by the directors then voting, the Board adopted the following resolution:

RESOLVED, that the attached Amended Certificate of Incorporation for the Cindy Haber Center, Inc. be adopted so as to include Mobile County, Alabama within its area of operations and to make certain technical corrections.

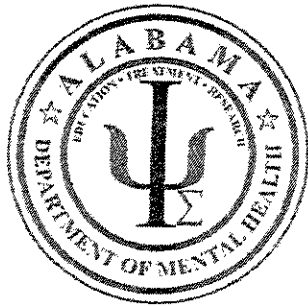
There being no further business to come before the meeting, upon motion duly made and seconded, and unanimously carried, it was adjourned.



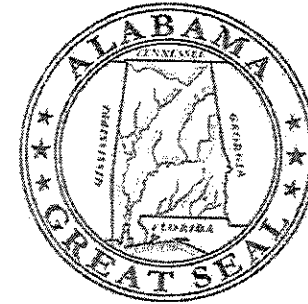
EILEEN MUELLER, Secretary

APPROVED:


PEGGY VANOVER BARNES, President



State of Alabama
Department of Mental Health



Be it known by all:
by virtue of the authority vested therein by Code of Alabama 1975 §22-50-17
the Alabama Department of Mental Health does hereby certify and proclaim that the

Cindy Haber Center, Inc.
Baldwin, Clarke, Washington and Mobile Counties Case Management
23214 East Chicago Street, Robertsdale, Alabama 36567
Case Management (ID)

is in compliance with program and physical facility standards promulgated by the
Alabama Department of Mental Health.

Continued certification of this agency/facility is contingent on maintaining compliance with the
standards upon which this certification was issued and is subject to periodic inspection.

Effective date
December 20, 2018

Programmatic Only
Certified through
October 30, 2020

Commissioner

7111

**2018 AMENDED CERTIFICATE OF INCORPORATION
OF THE
CINDY HABER CENTER, INC.
An Alabama Public Corporation Under Alabama Code Section 22-51-1 et seq.**

STATEMENT OF INTENT

The Articles of Incorporation for this Corporation were originally recorded in the Office of Judge of Probate of Baldwin County, Alabama, at Miscellaneous Book 78, p. 1204-1213, subsequently amended by Articles of Amendment recorded in the Office of Judge of Probate of Baldwin County, Alabama, at Miscellaneous Book 101, p. 1825-1831, and further amended by Articles of Amendment recorded in the Office of the Judge of Probate of Baldwin County, Alabama, at Instrument Number 796792 and Restated on February 11, 2011. Now the Board of Directors of this Corporation desire to amend the Certificate of Incorporation in two ways: First so as to expand the area of service for the Corporation to include Baldwin, Clarke, Washington and Mobile Counties in Alabama; and Second to reflect changes in the name of the Corporation and of the Alabama Department of Mental Health.

RESOLUTION OF ADOPTION

The Board of Directors, duly constituted under the Articles of Incorporation and the laws of the State of Alabama, at a specially called meeting in November of 2018 hereby adopt this 2018 Amended Certificate of Incorporation for the Cindy Haber Center, Inc., in accordance with the provisions of Section 22-51-7, *Code of Alabama (1975)* regarding the amendment of these Articles, and Section 10-2B-10.07, *Code of Alabama (1975)* regarding the Restatement of Articles of Incorporation generally. This Revised Certificate shall be effective when recorded in the Office of the Judge of Probate, Baldwin County, Alabama along with evidence of approval of the Amendment by the Alabama Department of Mental Health, the County Commissions of Baldwin, Clarke, Washington and Mobile Counties in Alabama.

**I.
NAME OF CORPORATION**

The name of the Corporation shall be the Cindy Haber Center, Inc.

**II.
LOCATION OF PRINCIPAL OFFICE AND REGISTERED AGENT**

The mailing address of the principal office of the Corporation is Post Office Box 853, Robertsdale, Alabama 36567. The location of the principal place of business for the Corporation is 23414 East Chicago St., Robertsdale, Alabama 36567.

III.
AREA OF SERVICE

The area which will be served by the Corporation shall be the Counties of Baldwin, Clarke, Washington and Mobile in the State of Alabama.

IV.
NAME OF APPROVING GOVERNING BODY

The County Commissions of Baldwin County, Clarke County, Washington County and Mobile County are the governing bodies for this Public Corporation. Application was filed in conformity with Section 22-51-3 Code of Alabama (1975) seeking the approval of each Governing Body for the formation or operation of the Corporation within the respective counties, and upon approval of the Governing Bodies and the Alabama Department of Mental Health, said approvals shall be recorded along with these Restated Articles.

V.
PROGRAMS AND PURPOSES

This Corporation is a Public Non-Profit Body Corporate under the Laws of the State of Alabama, and more particularly under the provisions of Act Number 310 adopted by the Alabama Legislature at its 1967 Regular Session and codified in Sections 22-51-1 through 22-51-14 Code of Alabama (1975), ("ACT"). The purpose or purposes for which it is organized are as follows:

1. The planning and taking of other steps leading to comprehensive State and Community action to combat all forms of intellectual and other developmental disabilities previously grouped under the term 'mental retardation.';
2. Studies of the needs and available resources of the State in relation to the above, the development of public awareness of the said disabilities and the need for combating them and the coordination of State and local activities relating to the various aspects of developmental disabilities;
3. The providing of anyone or more of the following services:
 - (a) Diagnosis;
 - (b) Evaluation;
 - (c) Treatment;
 - (d) Rehabilitation;
 - (e) Personal care;
 - (f) Day care;
 - (g) Residential care;
 - (h) Special living arrangements;

- (i) Domiciliary care;
- (j) Training;
- (k) Education;
- (l) Sheltered employment;
- (m) Recreation and camping programs;
- (n) Counseling to individuals with mental retardation/developmental disabilities and their families;
- (o) Protective and other social and socio-legal services;
- (p) Information and referral services;
- (q) Follow along services;
- (r) Transportation;
- (s) Studies of the needs and resources in relation to persons with mental retardation/developmental disabilities;
- (t) Research relative to persons with mental retardation developmental disabilities; and
- (u) Clinical training of technical and specialized personnel needed in providing services to persons with mental retardation/developmental disabilities.

4. To contract with others to perform and carry out any of the above programs and purposes;

5. To contract with the State Board of Health and Alabama Department of Mental Health, or either of them, in carrying out programs for persons with developmental disabilities within its area of service;

6. To receive funds from the United States Government, the State of Alabama or any local government within the State of Alabama or any other public or private source, and to expend the same in the furtherance of its programs and purposes;

7. Any combination of any of the foregoing.

Notwithstanding any other provision of these Articles, this Corporation shall not carry on any other activities not permitted to be carried on by (a) a Corporation exempt from Federal Income Tax under Section 501(c)(3) of the Internal Revenue Code of 1954 or the corresponding provision of any future United States Internal Revenue Law or (b) a Corporation contributions to which are deductible under Section 170(c)(2) in the Internal Revenue Code of 1954 or any other corresponding provision of any future United States Internal Revenue Law.

VI. PERIOD OF DURATION

The period of duration of the Corporation shall be perpetual.

**VII.
POWERS**

The Corporation is authorized and empowered to exercise the following powers:

1. To construct and maintain facilities as defined herein and in the ACT;
2. To cooperate and contract with the State Board of Health or the Alabama Department of Mental Health for the construction of such facilities;
3. To cooperate and contract with the Alabama Department of Mental Health for the construction, operation, and maintenance of such facilities and for the operation and execution of such programs as it has elected to implement;
4. To take over by purchase, lease or otherwise any facility to be used for carrying out such programs as it hall elected to implement.
5. To arrange with any appropriate Local or State agencies for the opening or closing of streets, roadways, alleys, or other rights of way or easements, and to exercise the power of eminent domain;
6. To purchase, lease or rent any land, building structure, or facilities needed in its operations;
7. To enter upon buildings or property in order to conduct investigations or to make surveys or soundings;
8. To obtain options upon, and to acquire by purchase, gift, grant, bequest, devise, or otherwise, any property or interest therein from any person;
9. To sell, exchange, transfer, assign, or pledge any property, or any interest therein to any person;
10. To improve any such property;
11. To insure against such risks as it may deem advisable;
12. To borrow money upon its bonds, notes, warrants, debentures, or other evidences of indebtedness, and to secure the same by pledges of its revenues;
13. To have perpetual succession;

14. To make and execute contracts and other instruments necessary or convenient to the exercise of its powers;

15. To determine reasonable fees for such services which it makes available to the public, and it shall collect such fees unless, on application and investigation, it is determined that the person receiving such services is unable to pay the established fee, and in such case, such amount as he is able to pay will be collected;

16. To make, and from time to time, amend and repeal By-Laws, Rules and Regulations not inconsistent with the ACT;

17. To carry into effect the powers and purposes conferred by the ACT;

18. To do any and all things necessary or convenient to carry out the powers given ACT. It shall, in addition, have the power to contract with others for the performance by them of any of its powers, and to exercise all other powers vested in non-profit corporations as now defined by the Law of Alabama or as may hereafter be enacted.

VIII. BY-LAWS

The By-Laws of the Corporation shall be adopted by its Board of Directors. All alterations, deletions, additions, or amendments must be approved at a meeting of the said Board by a majority of the members of the Board attending and voting.

IX. DIRECTORS AND THEIR TERMS

The Corporation shall have a Board of Directors of Thirty-two (32) members. Of these, the County Commission of Baldwin County, Alabama shall, by resolution, designate Eight (8) members, the County Commission of Clarke County, Alabama, by resolution, shall designate Eight (8) members, the County Commission of Washington County, Alabama shall, by resolution, designate Eight (8) members and the County Commission of Mobile County shall, by resolution, designate Eight (8) members. It is suggested that the governing body request the recognized developmental disabilities advocate groups active in their respective counties to suggest persons to fill the appointments. The members of the Board appointed by each county commission must be residents of the respective county.

Each Director shall serve a term of 6 years or until a replacement member has been duly appointed. However, each Governing Body may choose a different length of term. These Articles recommend that the Governing Bodies appoint Directors with terms that are staggered so that there is continuity on the board. The respective appointing authority shall appoint or reappoint a qualified person as a member of the Board of Directors whenever a member's term

expires or whenever a position becomes vacant for any other reason. A member of the Board of Directors shall receive no compensation for his or her services.

**X.
NON-PROFIT**

The Corporation is not organized for pecuniary profit nor shall it have any power to issue certificates of stock or declare dividends, and no part of its net earnings shall inure to the benefit of any member, director, or individual. The balance, if any, of all money received by the Corporation from its operation, gifts, contributions, or otherwise, after the payment in full of any debt and operations of the Corporation of whatsoever kind and nature, shall be used and distributed exclusively for developmental disabilities purposes for which this Corporation is organized. The Corporation shall have no members.

**XI.
FUNDS**

Funds appropriated by any county or municipality shall be used for the benefit of its citizens with priority to its indigent clients. The Board shall comply with minimum standards of maintenance and operation that may be adopted by the Alabama Department of Mental Health.

**XII.
AMENDMENTS**

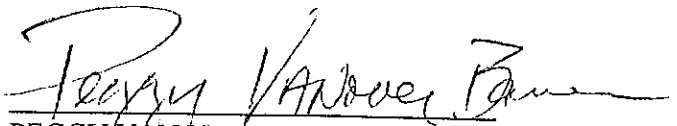
Amendments to the Certificate of Incorporation may be made by proceeding in accordance with the provision of Section 22-51-7 Code of Alabama (1975).

**XIII.
DISTRIBUTION AND DISSOLUTION**

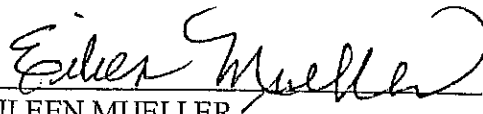
In event of dissolution of the corporation, assets and property, real, personal or mixed, remaining in the Corporation shall vest in the Department of Mental Health and Mental Retardation, only if such entity qualifies for exemption under the United States Internal Revenue Code Section 501(c)(3) at the time of dissolution, and the said Department of Mental Health shall use said assets and property exclusively for the mental retardation and other developmental disabilities purposes for which this Corporation is organized. In the event the Department of Mental Health does not qualify for exemption under Section 501(c)(3) at the time of dissolution, all assets shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code. Any such assets not so disposed of shall be disposed of by the Circuit Court of Baldwin County exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for the public purposes as set forth in Alabama Code Sections 22-51-7 through 22-51-14.

DONE, as adopted by the Board of Directors during this specially called meeting of the Corporation held and conducted on the ____ day of _____, 2019.

CINDY HABER CENTER, INC.

By: 
PEGGY VANOVER-BARNES
Its: President, Board of Directors

ATTEST:

By: 
EILEEN MUELLER
Its: Secretary, Board of Directors



Baldwin County Commission

Agenda Action Form

File #: 19-0476, **Version:** 1

Item #: BA7

Meeting Type: BCC Regular Meeting

Meeting Date: 1/15/2019

Item Status: New

From: Jeannie M. Peerson, Administrative Support Specialist, Foley Commission Office

Submitted by: Jeannie M. Peerson, Administrative Support Specialist

ITEM TITLE

Town of Summerdale - Annexation Notification

STAFF RECOMMENDATION

Authorize the placement of the Town of Summerdale's Annexation Ordinance No. 601-18, annexing the property into the corporate limits of the Town of Summerdale, Alabama, into the minutes of the January 15, 2019, Baldwin County Commission regular meeting with the proper notifications to the following departments/organizations:

Baldwin County Departments

Baldwin County Commission

Building Inspection Department

Communication/Information Systems Department

Environmental Management/Solid Waste Department

Highway Department

Planning and Zoning Department

Elected Officials

Baldwin County Revenue Commission

Baldwin County Sheriff's Office

Other Agencies

Board of Registrar's Office

Emergency 911

South Alabama Regional Planning Commission

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Town of Summerdale has submitted a copy of Annexation Ordinance No. 601-18, for the annexation of certain a property into the corporate limits of the municipality of the Town of Summerdale, Alabama, to be made part of the record of the Baldwin County Commission meeting on

January 15, 2019.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration Staff

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

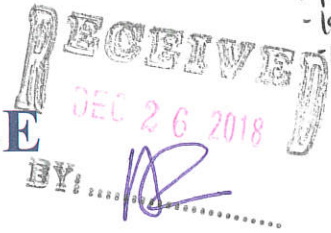
The Honorable David Wilson
Mayor
Town of Summerdale
Attention: Tiffany Lynn, Town Clerk
502 West Lee Avenue
Summerdale, Alabama 36580

Memo to various departments/organizations.

Additional instructions/notes: N/A



TOWN OF SUMMERDALE
SUMMERDALE, AL



Mayor
David P. Wilson

Town Clerk
Tiffany Lynn December 20, 2018

Council Members

Myles Bishop Baldwin Co Commission
Norma Giles 312 Courthouse Sq Suite 12
Mary C. McDaniel Bay Minette, AL 36507
Travis Townsend
Cheryl Stewart

Attached is a copy of Ordinance 601-18, annexing property into the Town of Summerdale. This ordinance was adopted October 8, 2018, by the Mayor and Town Council of the Town of Summerdale.

Submitted by Tiffany Lynn, Town Clerk, 502 W Lee Ave, Summerdale, AL 36580, telephone number (251) 989-6202.

Submitting authority – Town of Summerdale, located in Baldwin County, Alabama.

Your review and consent to this action will be appreciated. If you have any questions regarding this annexation please call.

Sincerely,

Tiffany Lynn
Town Clerk

ORDINANCE NO. ~~601-18~~

AN ORDINANCE TO ANNEX PROPERTY INTO THE CORPORATE LIMITS OF THE TOWN OF SUMMERDALE, ALABAMA.

WHEREAS, on the 23rd day of August, 2018, Samuel E Page, Henry H Pope, Horst G Schapals, Carol F Wagner, James Bogan, OA Pesnell Jr, D. Darrell Anthony and George M Simmerman, Jr being the owners of all the real property hereinafter described, did file with the Town Clerk a petition asking that the said parcel of land be annexed into and become a part of the Town of Summerdale, and

Whereas, said petition did contain the signatures of all the owners of the described territory and a map of said property showing its relationship to the corporate limits of the Town of Summerdale, and

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

Now, Therefore, be it ordained by the Town Council of Summerdale, Alabama, as follows:

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

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

Tax Parcels and Descriptions

05-54-02-04-0-000-002.003

Commence at a railroad spike found at the Northwest corner of the Northwest quarter of the Southwest quarter of Section 4, Township 7 South, Range 4 East, Baldwin County, Alabama; thence along the West quarter section line South 00°05'20" West for 20.00 feet; thence South 89°54'33" East for 40.00 feet to a point at the intersection of the South forty (40) foot right-of-way of Engel Road and the East eighty (80) foot right-of-way of County Highway 73 to a "Weygand" #4 rebar set; thence continue South 89°54'33" East along said South right-of-way of Engel Road for 1286.93 feet to a "Rowe" #5 rebar found; thence leaving said South right of way of Engel Road South 00°06'49" West for 644.36 feet to a "Weygand" #4 rebar set; thence North 89°55'04" West for 1081.56 feet to a "Weygand #4 rebar set; thence North 00°35'06" West for 152.04 feet to a ¼ iron found; thence North 89°37'03" West for 204.70 feet to a #4 rebar found on the East right-of-way of County Highway 73; thence along said East right-of-way of County Highway 73; thence along said East right-of-way of County Highway 73 North 00°05'15" East for 491.95 to the Point of Beginning.

Commonly known as: 0 County Road 73, Summerdale, AL 36580

Section 3. As a provision of this ordinance Petitioner request that this property be zoned as R-1 upon annexation. In the event that an R-1 zoning is not awarded, the annexation petition is withdrawn and the property shall be de-annexed from the corporate limits of the Town of Summerdale, Alabama.

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

Section 5. The territory described in this ordinance shall become a part of the corporate limits of Summerdale, Alabama, upon publication of this ordinance as set forth in Section 4 above.

Adopted this, the 8th day of October, 2018.


David Wilson, Mayor

Attest:


Tiffany Lynn, Town Clerk



Baldwin County Commission

Agenda Action Form

File #: 19-0477, **Version:** 1

Item #: BE1

Meeting Type: BCC Regular Meeting

Meeting Date: 1/15/2019

Item Status: New

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

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Competitive Bid #WG17-03A - Provision of Fence Installation and Repair on County Right-of-Ways for the Baldwin County Commission

STAFF RECOMMENDATION

Extend Competitive Bid WG17-03A for the Provision of Fence Installation and Repair on County Right-of-Ways with **Warriner Construction** for an additional twelve (12) months at the same prices and terms stated in the original bid award on January 17, 2017. The new Contract extension will expire on January 17, 2020.

BACKGROUND INFORMATION

Previous Commission action/date:

10/18/16 meeting : 1) Approved the specifications for the Provision of Fence Installation and Repair on County Right-of-Ways and authorized the Purchasing Manager to place a competitive bid; 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.

12/06/16 meeting : Rejected the bid received and authorized the Purchasing Manager to re-bid the Provision of Fence Installation and Repair on County Right-of-Ways 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.

01/17/17 meeting : Awarded the bid to the lowest bidder, Warriner Construction, for the Provision of Fence Installation and Repair on County Right-of-Ways as per the attached Award Listing and authorized the Chairman to execute the Contract. (Contract is effective immediately upon the same date as its full execution for twelve (12) months.)

11/21/17 meeting : Extended Competitive Bid WG17-03A for the Provision of Fence Installation and Repair on County Right-of-Ways with Warriner Construction for an additional twelve (12) months at

the same prices and terms stated in the original bid awarded on January 17, 2017. The new Contract extension will expire on January 17, 2019.

Background: The Highway Department is requesting that the Commission extend the bid for the Provision of Fence Installation and Repair on County Right-of-Ways with Warriner Construction that was awarded on January 17, 2017, for twelve (12) months. The bid specifications contained a stipulation that the bid could be extended for two (2) additional twelve (12) month periods by the Commission at their option, if acceptable by the vendor. Any additional contract or extensions will be at the same prices, terms and conditions stated in the bid. The vendor, Warriner Construction has submitted an email agreeing to extend the bid prices for an additional twelve (12) months. The Contract extension will expire on January 17, 2020. Award Listing attached for review.

FINANCIAL IMPACT

Total cost of recommendation: Variable

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 01/15/2019

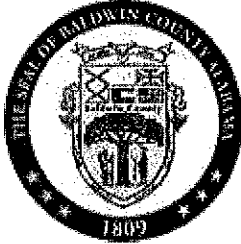
Individual(s) responsible for follow up: Wanda Gautney/Purchasing Director

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

Additional instructions/notes: N/A

From: [Wanda Gautney](#)
To: [Sherry Smith](#)
Subject: FW: FW: Bid #WG17-03A - Provision of Fence Installation & Repair on County Right-of-Ways for Baldwin County Commission
Date: Thursday, December 6, 2018 2:51:38 PM

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



From: Tim Warriner [mailto:cattlemantjw@gmail.com]
Sent: Wednesday, December 5, 2018 11:01 PM
To: Wanda Gautney <wgautney@baldwincountyal.gov>
Subject: Re: FW: Bid #WG17-03A - Provision of Fence Installation & Repair on County Right-of-Ways for Baldwin County Commission

Wanda,

Warriner construction agrees to extension of bid with same terms and conditions.

Thankyou,
Tim

On Mon, Dec 3, 2018 at 9:50 AM Wanda Gautney <wgautney@baldwincountyal.gov> wrote:

Mr. Warriner

Bid #WG17-03A – Provision of Fence Installation & Repair on County Right-of-Ways for Baldwin County Commission is due to expire. The bid specifications included an option to renew the bid for an additional twelve (12) months if the vendor agrees, at the same prices and terms as the original bid award. Baldwin County would like to extend the bid for twelve (12) months. I have attached a copy of the original Award Listing for your review.

Please let me know if Warriner Construction agrees to a twelve (12) month extension at the same prices and terms of the original bid award dated January 17, 2017.

Thanks

COMPETITIVE BID #WG17-03A Award Listing

Provision of Fence Installation & Repair on County Right-of-Ways

Effective January 17, 2017 through January 17, 2018

BIDDER: Warriner Construction	
Chain Link Industrial Fence 4' High (Without Barbed Wire)	\$11.50 L.F.
Chain Link Industrial Fence 5' High (Without Barbed Wire)	\$13.50 L.F.
Chain Link Industrial Fence 6' High (Without Barbed Wire)	\$15.00 L.F.
Woven Wire Fence with Wooden Line Posts 5' High (Without Barbed Wire)	\$9.75 L.F.
Woven Wire Fence with Metal Line Posts 5' High (Without Barbed Wire)	\$7.75 L.F.
Woven Wire Fence with Wooden Line Posts 4' High (Without Barbed Wire)	\$7.50 L.F.
Woven Wire Fence with Metal Line Posts 4' High (Without Barbed Wire)	\$6.50 L.F.
Barbed Wire Fence with Wooden Line Posts (4 Strands)	\$5.50 L.F.
Line Barbed Wire Fence with Metal Posts (4 Strands)	\$4.50 L.F.
Barbed Wire Fence with Wooden Line Posts (5 Strands)	\$5.75 L.F.
Barbed Wire Fence with Metal Line Posts (5 Strands)	\$4.75 L.F.
Hourly Labor Rate	\$65.00 Hour

Warriner Construction
13390 Norris Lane
Foley, AL 36535
Attn: Tim Warriner
251-609-1226



Baldwin County Commission

Agenda Action Form

File #: 19-0478, **Version:** 1

Item #: BE2

Meeting Type: BCC Regular Meeting

Meeting Date: 1/15/2019

Item Status: New

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

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Competitive Bid #WG17-08 - Provision of Telecommunication Materials for the Baldwin County Commission

STAFF RECOMMENDATION

Extend Competitive Bid #WG17-08 - Provision of Telecommunication Materials with Graybar Electric Company for an additional twelve (12) months at the same prices, terms and conditions stated in the bid specifications as awarded on February 7, 2017. The extension will expire on February 7, 2020.

BACKGROUND INFORMATION

Previous Commission action/date:

12/20/16 meeting : 1) Approved the specifications and authorized the Purchasing Manager to place a competitive bid for the Provision of Telecommunication Materials; 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.

02/07/17 meeting : Awarded the bid to Graybar Electric Co., for the Provision of Telecommunication Materials per the attached Award Listing.

02/06/18 meeting : Extended Competitive Bid #WG17-08 - Provision of Telecommunication Materials with Graybar Electric Company for an additional twelve (12) months at the same prices, terms and conditions stated in the bid specifications as awarded on February 7, 2017. The extension will expire on February 7, 2019.

Background: The CIS Department is requesting that the Commission extend the bid for the Provision of Telecommunication Materials with Graybar Electric Company that was awarded on February 7, 2017, for twelve (12) months. The bid specifications contained a stipulation that the bid could be extended for two (2) additional twelve (12) month periods by the Commission at their option, if acceptable by the vendor. Any additional contract extensions will be at the same prices, terms and conditions stated in the original bid award. The vendor, Graybar Electric Company, has submitted an email agreeing to extend their bid prices for an additional twelve (12) months. The extension will

expire on February 7, 2020. Award Listing attached for your review.

FINANCIAL IMPACT

Total cost of recommendation: Variable

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 01/15/2019

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: [David Dean](#)
To: [Wanda Gautney](#)
Subject: RE: Bid #WG17-08 - Provision of Telecommunication Materials
Date: Wednesday, December 19, 2018 7:21:36 AM

Wanda,

Good morning.

First of all, I apologize for the delay.

Yes, we agree to an extension.

Many thanks.

J David Dean | Senior Outside Sales Representative
Mobile, AL | Office (251) 706-5607 | david.dean@graybar.com
www.graybar.com - Graybar Works to Your Advantage

From: Wanda Gautney [<mailto:wgautney@baldwincountyal.gov>]
Sent: Tuesday, December 18, 2018 9:23 AM
To: David Dean <David.Dean@graybar.com>
Cc: Michael Job <MJOB@baldwincountyal.gov>
Subject: RE: Bid #WG17-08 - Provision of Telecommunication Materials

Thanks David, as early as possible would be great. My deadline for approval of the extension is today.

Thanks

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



From: David Dean [<mailto:David.Dean@graybar.com>]
Sent: Tuesday, December 18, 2018 7:07 AM
To: Wanda Gautney <wgautney@baldwincountyal.gov>
Subject: RE: Bid #WG17-08 - Provision of Telecommunication Materials

Wanda,

Good morning.

Unfortunately, I have not. can you give me until 9:00 tomorrow morning?

J David Dean | Senior Outside Sales Representative
Mobile, AL | Office (251) 706-5607 | david.dean@graybar.com
www.graybar.com - Graybar Works to Your Advantage

From: Wanda Gautney [<mailto:wgautney@baldwincountyal.gov>]
Sent: Monday, December 17, 2018 1:39 PM
To: David Dean <David.Dean@graybar.com>
Subject: RE: Bid #WG17-08 - Provision of Telecommunication Materials

David,

Have you had time to review the current bid and decide if Graybar will be able to extend their 2017 pricing this year?

Thanks

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



From: David Dean [<mailto:David.Dean@graybar.com>]
Sent: Wednesday, December 12, 2018 10:10 AM
To: Wanda Gautney <wgautney@baldwincountyal.gov>
Subject: RE: Bid #WG17-08 - Provision of Telecommunication Materials

Wanda,

Good morning.

I hope all is well.

I will review and advise.

David

J David Dean | Senior Outside Sales Representative
Mobile, AL | Office (251) 706-5607 | david.dean@graybar.com
www.graybar.com - Graybar Works to Your Advantage

From: Wanda Gautney [<mailto:wgautney@baldwincountyal.gov>]
Sent: Tuesday, December 11, 2018 1:35 PM
To: David Dean <David.Dean@graybar.com>
Subject: Bid #WG17-08 - Provision of Telecommunication Materials

David,

Bid #WG17-08 – Provision of Telecommunication Materials will be expiring on February 7, 2019. The bid specifications included an option to renew the bid for an additional twelve (12) months if the vendor agrees, at the same prices and terms as the original bid award. Baldwin County would like to extend the bid for twelve (12) months. I have attached a copy of the Award Listing for your review.

Please let me know if **Graybar Electric Company** , agrees to a twelve (12) month extension at the same prices and terms of the original bid award dated February 7, 2017.

Thanks

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



COMPETITIVE BID #WG17-08 AWARD LISTING

Telecommunication Materials

Effective Date: 02/07/17 through 02/07/18

BIDDER	Graybar Electric Co.
Systemax Solutions - MGS400BH - 246 CAT 6 Mode Ivy Data Jack #700 206 717	\$8.12 each
Systemax Solutions - PM-GS3-24 Port Patch Panel #760 062 372	\$188.74 each
Systemax Solutions - PM-GS3-48 Port Patch Panel #760 062 380	\$377.46 each
Systemax Solutions - FPCWSCSC21 - RF001 Single Mode SC to SC Jumper	\$32.53 each
Systemax Solutions - FPCWSCSC21 - RF003 Single Mode SC to SC Jumper	\$33.53 each
Systemax Solutions - FPCWSCSC21 - RF006 Single Mode SC to SC Jumper	\$34.53 each
Systemax Solutions - FPCWSCSC21 - RF010 Single Mode SC to SC Jumper	\$35.53 each
Systemax Solutions - FPCWSCSC21 - RF020 Single Mode SC to SC Jumper	\$36.53 each
Quiktron 810-112-006 ST TO ST DPLX M/Mode 2MTR Jumper	\$7.81 each
Quiktron 810-112-009 ST TO ST DPLX M/Mode 3MTR Jumper	\$8.77 each
Quiktron 810-112-009 LC TO ST DPLX M/Mode 3MTR Jumper	\$13.32 each
AllenTel GBLCC-D1-02 LC/SC DUPLEX SM 2MTR	\$19.03 each
AllenTel GBLCC-D2-02 LC/SC DUPLEX MM 2MTR	\$19.03 each
Corning 850-LL2-003 2M LC-LC DPLX 1.8 MM FIBER CBL	\$12.67 each
UniCam 95-200-98 LC Single-mode Connector with Ultra PC polish and rotating cam	\$15.01 each
UniCam 95-200-41 SC Single-mode Connector with Super PC polish and rotating cam	\$14.21 each
UniCam 95-200-42 SC Single-mode Connector with Ultra PC polish and rotating cam	\$14.21 each
UniCam 95-200-51 ST Compatible Single-mode Connector with Super PC polish and rotating cam	\$13.88 each
UniCam 95-200-52 ST Compatible Single-mode Connector with Ultra PC polish and rotating cam	\$13.88 each
UniCam 95-000-98 LC Multimode Connector for 62.5 µm fiber with ceramic ferrule	\$12.91 each
UniCam 95-050-98 LC Multimode Connector for 50 µm fiber with ceramic ferrule	\$13.57 each
UniCam 95-000-40 SC Multimode Connector for 62.5 µm fiber with composite ferrule	\$9.27 each
UniCam 95-000-41 SC Multimode Connector for 62.5 µm fiber with ceramic ferrule	\$11.90 each
UniCam 95-050-41 SC Multimode Connector for 50 µm fiber with ceramic ferrule	\$12.78 each
UniCam 95-000-50 ST Compatible Multimode Connector for 62.5 µm fiber with composite ferrule	\$9.25 each
UniCam 95-000-51 ST Compatible Multimode Connector for 62.5 µm fiber with ceramic ferrule	\$12.15 each
UniCam 95-050-51 ST Compatible Multimode Connector for 50 µm fiber with ceramic ferrule	\$12.65 each
Systemax Solutions - Fiber Coupler #108-009-408	\$7.88 each
Systemax Solutions - Duplex Faceplate #108-168-477	\$1.32 each
Systemax Solutions - Quad Faceplate #108-168-550	\$1.32 each
Systemax Solutions - 6 Plex Faceplate #108-168-592	\$1.32 each
Systemax Solutions - Blank Cover #107-067-860	\$13.90 each
Systemax Solutions - 4 pr. 24 port Patch Panel #108-320-029	\$176.00 each
Systemax Solutions - Category 6 Cable 4 pr. 24 Gauge Blue #760-004-689	\$252.00 each
Systemax Solutions - Category 6 Cable 4 pr. 24 Gauge Gray #700-211-931	\$252.00 each
Systemax Solutions - 12 Strand Direct Burial Multi Fiber #700-010-705	\$0.94 each
Systemax Solutions - 24 Strand Single Mode Pr. Direct Burial #700-012-297	\$0.60 each
General Aerial 24 Strand SM Fiber #AQ0244M1Y-DWB	\$4.00 each
Systemax Solutions - Protector Unit 4C3S-75 #105-581-086	\$3.24 each
B-Line Telcom Relay Rack Black #191NX7FTALUM	\$132.00 each
TYCO MOD Plug SOL 8P 24-26AWG	\$31.82 ea. 100 pk
Panduit Rack - P/N CMR19x84	\$189.00 each
Panduit Patch Panel - P/N DPA48688TGY (Cat 6)	\$522.00 each
Panduit Patch Panel - P/N DPA24688TGY (Cat 6)	\$242.00 each
Panduit Patch Panel - P/N DPA485E88TGY (Cat 5E)	\$350.00 each
Panduit Wire Management - P/N PRV8	\$428.00 each
Panduit Wire Management door - P/N PRD8	\$189.00 each
Panduit Quicknet 24 Port Angled Panels - P/N QAPP24BL	\$57.00 each
Panduit Quicknet Patch Panel Port - P/N QPPABL	\$4.54 each
Panduit Mini-Com CAT6 Coupler Module-Black - P/N CC688BL	\$12.75 each
Belden 4/18 1000ft. Non Plenum Electronic Wire - P/N 4C18FS-CMR-GY-R-BED	\$159.00 each
Belden 6/18 1000ft. Non Plenum Electronic Wire - P/N 6C18FS-CMR-GY-R-BED	\$185.00 each



Baldwin County Commission

Agenda Action Form

File #: 19-0479, **Version:** 1

Item #: BE3

Meeting Type: BCC Regular Meeting
Meeting Date: 1/15/2019
Item Status: New
From: Wanda Gautney, Purchasing Director
Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Competitive Bid #WG18-43A - Provision for Rental of Solar Powered Portable Message Signs for the Baldwin County Commission

STAFF RECOMMENDATION

Award the bid to **C & H Construction, Services, LLC**, for the Provision for Rental of Solar Powered Portable Message Signs:

Product: Solar Tech/Full-Matrix Silent Messenger
Daily Rate: \$ 450.00
Weekly Rate: \$1,000.00
Monthly Rate: \$3,200.00

BACKGROUND INFORMATION

Previous Commission action/date:

10/02/18 meeting : 1) Approved the specifications and authorized the Purchasing Manager to place a competitive bid for the Provision for Rental of Solar Powered Portable Message Signs; 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.

11/2018 meeting : Approved the Purchasing Director to re-bid for the Provision of Rental of Solar Powered Portable Message Signs and 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 10, 2018, at 1:30 P.M. One (1) bid was received. Recommend the Commission award the bid to C & H Construction Services, LLC.

FINANCIAL IMPACT

Total cost of recommendation: Variable

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 01/15/2019

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



Baldwin County Commission

Agenda Action Form

File #: 19-0480, **Version:** 1

Item #: BE4

Meeting Type: BCC Regular Meeting

Meeting Date: 1/15/2019

Item Status: New

From: Wanda Gautney, Purchasing Director/Junius Long, Building Facilities Coordinator/Russell Dinkins, Sheriff's Dept. Building Maintenance

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Competitive Bid #WG19-01 - Annual Generator Preventive Maintenance Services for the Baldwin County Commission

STAFF RECOMMENDATION

Take the following actions:

- 1) Accept the "30 Days Written Termination Notice" from Taylor Power Systems, Inc., terminating the Contract between the Baldwin County Commission and Taylor Power Systems, Inc., for the Annual Generator Preventive Maintenance Services as outlined on Page 3, Section XVIII of the Contract for Professional and Construction Services with the termination date to be January 27, 2019; and
- 2) Award the bid to the second lowest bidder, Power Systems of MS, for the Annual Generator Preventive Maintenance Services as per the attached Award Listing and authorize the Chairman to execute the Contract as per Code Section 41-16-57 (a). (Contract shall commence immediately upon the same date as full execution for twenty-four (24) months, and shall terminate upon either the expiration of not more than ninety (90) days after the notice to proceed is given.)

BACKGROUND INFORMATION

Previous Commission action/date:

10/16/18 meeting : 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the Annual Generator Preventive Maintenance Services; and 2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

11/20/18 meeting : Awarded Bid #WG19-01 - Annual Generator Preventive Maintenance Services to the lowest bidder, Taylor Power Systems, Inc., as per the attached Award Listing and authorize the Chairman to execute the Contract. (Contract is effective immediately upon the same date as its full execution for twenty-four (24) months.)

Background: The Contract for Baldwin County Annual Generator Preventive Maintenance Services was executed with Taylor Power Systems, Inc., on December 3, 2018. Taylor Power Systems, Inc., submitted a letter to the Purchasing Director dated December 27, 2018, giving a “30 Days Written Notice” terminating the Contract between Taylor Power Systems, Inc., and the Baldwin County Commission as outlined on page 3, section VXIII of the Contract for Professional and Construction Services with the termination date to be January 27, 2019. It states in the attached executed Contract with Taylor Power Systems, that “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.” As stated in Taylor Power Systems, Inc. letter, no work has been rendered by them for Baldwin County Commission, so no payment is due at this time.

Alabama Code Section 41-16-57 (a) of the Alabama Competitive Bid Law states that “if at any time after the award has been made the lowest responsible bidder notifies the awarding authority in writing that the bidder will no longer comply with the terms of the award to provide goods or services to the awarding authority under the terms and conditions of the original award, or the awarding authority documents that the lowest responsible bidder defaults under the terms of the original award, the awarding authority may terminate the award to the defaulting bidder and make an award to the second lowest responsible bidder for the remainder of the award period without rebidding, provided the award to the second lowest responsible bidder is in all respects made under the terms and conditions contained in the original bid specifications and is for the same or a lower price than the bid originally submitted to the awarding authority by the second lowest responsible bidder.”

With Taylor Power Systems, Inc., having notified the County of their intent to terminate the current Contract with Baldwin County Commission in accordance with the terms of the Contract, the Commission can award the bid to the second lowest bidder, Power Systems of MS, in accordance with the law. Power Systems of MS, has submitted an email stating that they will honor their original bid prices as listed on the attached Award Listing.

FINANCIAL IMPACT

Total cost of recommendation: Variable

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

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

LEGAL IMPACT

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

Standard County Contract

Reviewed/approved by: David Conner

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: 01/15/19

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

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

Additional instructions/notes: N/A



Taylor Power Systems • 5640 Commerce Blvd. E. Mobile, AL, 36619 • Phone (251) 443-8402 • www.taylorpower.com

Baldwin County Commission
Attn: Wanda Gautney
312 Courthouse Square Ste. 12
Bay Minette, AL, 36507

December 27, 2018

Dear Wanda Gautney, Junius Long, & Russell Dinkins,

I'm writing you to inform you that it is the intent of Taylor Power Systems Inc. to withdraw from Contract "WG19-01 – Annual Generator Preventive Maintenance Services for Baldwin County Commission". Please reference section "XVIII" on page 3 of the formal Contract for details.

Please accept this letter as our "30 Days Written Notice" for the Termination of Services as outlined in section XVIII. As you know, no work has been rendered by Taylor Power Systems Inc. for Baldwin County Commission, so no payment is due at this time. We appreciate this opportunity and sincerely thank you for your time.

Sincerely,

Luke Brown
Inside Service Sales
Taylor Power Systems, Inc.

Signature: *Luke Brown*

Date: 12/27/18

State of Alabama)

County of Baldwin)

CONTRACT FOR PROFESSIONAL & CONSTRUCTION SERVICES

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

WITNESSETH:

Whereas, at its regular meeting on Tuesday, October 16, 2018, the COUNTY authorized staff to solicit bids for the Annual Generator Preventive Maintenance Services; and

Whereas, staff solicited bids with Taylor Power Systems, Inc., presenting the lowest bid to the County.

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: Taylor Power Systems, Inc.
- II. Obligations Generally. The COUNTY hereby retains, and the PROVIDER agrees to perform for the COUNTY, those services as hereinafter set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall immediately commence performance of the services outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
- III. Recitals Included. The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.
- IV. Professional Qualifications. For the purpose of this Contract, the PROVIDER represents and warrants to the COUNTY that it possesses the professional, technical, and administrative personnel with the specific experience and training necessary to provide the professional services required herein.
- V. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- VI. Representation/Warranty of Certifications, Etc. PROVIDER represents and warrants that PROVIDER is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that

PROVIDER shall renew, maintain, and otherwise ensure that all such certifications, licenses, and permits are current and valid, without interruption, for and through completion of the services. The representation and warranty aforesaid is a material inducement to the COUNTY in entering this Contract, and the parties agree that the breach thereof shall be deemed material at the County's option.

- VII. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VIII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract.
- IX. No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Contract. Therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.
- X. Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- XI. Entire Agreement. This Contract represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by all parties.
- XII. Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XIII. Assignment. This Contract or any interest herein shall not be assigned transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIV. Ownership of Documents/Work. The COUNTY shall be the owner of all copyright or other intellectual property rights in reports, documents and deliverables produced and paid for under this Contract, and to the extent permitted by Alabama law, any such material may be reproduced and reused at the discretion of the COUNTY without payment of further consideration. PROVIDER shall not transfer, disclose, or otherwise use such information for any purpose other than in performance of the services

hereunder, without the COUNTY's prior written consent, which may be withheld or granted in the sole discretion of the COUNTY.

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

PROVIDER: Taylor Power Systems, Inc.
5640 Commerce Blvd., E.
Mobile, AL 36619
ATTN: Luke Brown

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

- XVI. Services to be Rendered. PROVIDER is retained by the COUNTY as a professionally-qualified Contractor. The general scope of work for the services shall include all the terms and Conditions of "Competitive Bid #WG19-01", the same being expressly incorporated herein by reference, and without limitation will encompass:

"Competitive Bid #WG19-01 – Annual Generator Preventive Maintenance Services for the Baldwin County Commission".

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

- XVII. General Responsibilities of the COUNTY.

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

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

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

- XIX. Compensation Limited. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.
- XX. Direct Expenses. Compensation to PROVIDER for work shall be paid as shown on "ATTACHMENT A". Said compensation shall be all inclusive, including without limitation, reimbursement of all 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 twenty-four (24) months and commence immediately upon the same date as its full execution, with an option to issue one (1) twelve (12) month contract, 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 on an event or effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXIV. Indemnification. Provider shall indemnify, defend and hold County and its Commissioners, affiliates, employees, agents, and representatives (collectively "County") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon County, as a result of or in any manner related to provision of services hereunder, or any act or omission, by Provider. Contractor shall provide the COUNTY with proof of general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration of this Contract.
- XXV. Number of Originals. This Contract shall be executed with three originals, all of which are equally valid as an original.
- XXVI. Governing Law. This Contract in all respects, including without limitation its formation, validity, construction, enforceability and available remedies, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of law principles.

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

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

COUNTY

ATTEST:

Charles F. Gruber
CHARLES F. GRUBER
Chairman

/Date

12/3/18

Ronald J. Cink
RONALD J. CINK

/Date

12/3/18

County Administrator/Budget Director

State of Alabama)

County of Baldwin)

I, Monica E. Taylor Notary Public in and for said County, in said State, hereby certify that, Charles F. Gruber, whose name as Chairman of Baldwin County Commission, and Ronald J. Cink, whose name as County Administrator/Budget Director, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Professional and Construction Services, they, as such officers and with full authority, executed same knowingly and with full authority to do so on behalf of said Commission.

Given under my hand and official seal, this the day of Dec 3, 2018.

Monica E. Taylor
Notary Public

My Commission Expires

2021

MONICA E TAYLOR

My Commission Expires

NOTARY AND SIGNATURE AND NOTARY PAGE TO GO

NOTARY AND SIGN

PROVIDER:

Taylor Power Systems, Inc.

Luke Brown / 11/28/18
By _____ /Date
Its _____

State of Alabama)

County of Baldwin)

I, Donna Cunningham Notary Public in and for said County and State, hereby certify that -
Luke Brown as Inside Sales of Taylor Power Systems, Inc., 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 Taylor Power Systems, Inc.

GIVEN under my hand and seal on this the 28th day of November, 2018.

Donna Cunningham
Notary Public
My Commission Expires
08/04/2021

“ATTACHMENT A”

BID WG19-01 RESPONSE FORM

Annual Generator Preventive Maintenance Services

Page 1 of 4

Date: 10/23/18

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

Company Name: Taylor Power Systems, Inc. (Alabama Secretary of State ID: 049-423)

Address: 5640 Commerce Blvd. E.
Mobile, AL, 36619

Company Rep Luke Brown
(Rep. Name Typed or Printed)

Position: Inside Service Sales

Phone: 251-443-8402

Fax: 251-443-9569

Email: lbrown@taylorpower.com

BID #WG19-01 RESPONSE FORM**Annual Generator Preventive Maintenance Services**

Page 2 of 4

		Year 1 1 st Inspection	Year 1 2 nd PM	Year 2 1 st Inspection	Year 2 2 nd PM
<u>North End of Baldwin County:</u>					
Contact persons: Junius Long (251) 295-3133 or Derrick Crocker (251) 600-9716					
1. Board of Education	Kohler	180. ⁰⁰	300. ⁰⁰	180. ⁰⁰	300. ⁰⁰
2. Juvenile Detention	Kohler	150. ⁰⁰	300. ⁰⁰	150. ⁰⁰	300. ⁰⁰
3. Area 100 Highway	Kohler	125. ⁰⁰	245. ⁰⁰	125. ⁰⁰	245. ⁰⁰
4. Bay Minette Courthouse	Kohler	125. ⁰⁰	235. ⁰⁰	125. ⁰⁰	235. ⁰⁰
5. Annex 1 & II	Generac	180. ⁰⁰	300. ⁰⁰	180. ⁰⁰	300. ⁰⁰
6. Annex III	Kohler	125. ⁰⁰	225. ⁰⁰	125. ⁰⁰	225. ⁰⁰
7. Annex IV (CIS)	Generac	180. ⁰⁰	375. ⁰⁰	180. ⁰⁰	375. ⁰⁰
8. Commission Admin	Caterpillar	180. ⁰⁰	310. ⁰⁰	180. ⁰⁰	310. ⁰⁰
9. Archives	Kohler	180. ⁰⁰	300. ⁰⁰	180. ⁰⁰	300. ⁰⁰
10. Level II Shelter	Olympian	150. ⁰⁰	300. ⁰⁰	150. ⁰⁰	300. ⁰⁰

South End of Baldwin County:

Contact persons: Junius Long (251) 295-3133 or Brook Wheeler (251) 239-0620

1. Emergency Management	Generac	175. ⁰⁰	590. ⁰⁰	175. ⁰⁰	590. ⁰⁰
	Olympia	175. ⁰⁰	590. ⁰⁰	175. ⁰⁰	590. ⁰⁰
	Generac	125. ⁰⁰	220. ⁰⁰	125. ⁰⁰	220. ⁰⁰
Trailer Mounted	Kohler	125. ⁰⁰	343. ⁰⁰	125. ⁰⁰	343. ⁰⁰
2. Fairhope Courthouse	Cummins	125. ⁰⁰	415. ⁰⁰	125. ⁰⁰	415. ⁰⁰
	Generac	125. ⁰⁰	300. ⁰⁰	125. ⁰⁰	300. ⁰⁰
3. BC Coliseum	Caterpillar	300. ⁰⁰	2205. ⁰⁰	300. ⁰⁰	2205. ⁰⁰
4. Coroners Building	Caterpillar	125. ⁰⁰	230. ⁰⁰	125. ⁰⁰	230. ⁰⁰
5. BRATS	Kohler	125. ⁰⁰	340. ⁰⁰	125. ⁰⁰	340. ⁰⁰
6. Central Annex	Kohler	190. ⁰⁰	590. ⁰⁰	190. ⁰⁰	590. ⁰⁰

BID #WG19-01 RESPONSE FORM

Annual Generator Preventive Maintenance Services

Page 3 of 4

7. Central Annex II	Caterpillar	<u>210.⁰⁰</u>	<u>1150.⁰⁰</u>	<u>210.⁰⁰</u>	<u>1150.⁰⁰</u>
8. Area 200 Highway	Kohler	<u>125.⁰⁰</u>	<u>245.⁰⁰</u>	<u>125.⁰⁰</u>	<u>245.⁰⁰</u>
9. Magnolia Landfill	Kohler	<u>125.⁰⁰</u>	<u>340.⁰⁰</u>	<u>125.⁰⁰</u>	<u>340.⁰⁰</u>
	OFNW8	<u>125.⁰⁰</u>	<u>340.⁰⁰</u>	<u>125.⁰⁰</u>	<u>340.⁰⁰</u>
10. Animal Shelter	Generac	<u>125.⁰⁰</u>	<u>220.⁰⁰</u>	<u>125.⁰⁰</u>	<u>220.⁰⁰</u>
11. Foley Courthouse	Kohler	<u>180.⁰⁰</u>	<u>415.⁰⁰</u>	<u>180.⁰⁰</u>	<u>415.⁰⁰</u>
	Generac	<u>180.⁰⁰</u>	<u>300.⁰⁰</u>	<u>180.⁰⁰</u>	<u>300.⁰⁰</u>
12. Area 300 Highway	Kohler	<u>125.⁰⁰</u>	<u>240.⁰⁰</u>	<u>125.⁰⁰</u>	<u>240.⁰⁰</u>

Baldwin County Sheriff & Corrections Center Buildings

Contact person John Henry (251) 239-0686

13. Sheriff's Maintenance Shop	Generac	<u>125.⁰⁰</u>	<u>220.⁰⁰</u>	<u>125.⁰⁰</u>	<u>220.⁰⁰</u>	
14. Sheriff's Support Services	Generac	<u>125.⁰⁰</u>	<u>220.⁰⁰</u>	<u>125.⁰⁰</u>	<u>220.⁰⁰</u>	
15. Corrections Center	K-Block	Dayton	<u>125.⁰⁰</u>	<u>447.⁰⁰</u>	<u>125.⁰⁰</u>	<u>447.⁰⁰</u>
	Boiler Room	Caterpillar	<u>125.⁰⁰</u>	<u>610.⁰⁰</u>	<u>125.⁰⁰</u>	<u>610.⁰⁰</u>
	Tower & Admin	Kohler	<u>200.⁰⁰</u>	<u>954.⁰⁰</u>	<u>200.⁰⁰</u>	<u>954.⁰⁰</u>
16. Law Enforcement Services	Generac	<u>125.⁰⁰</u>	<u>235.⁰⁰</u>	<u>125.⁰⁰</u>	<u>235.⁰⁰</u>	
	Command Bus	Kohler	<u>90.⁰⁰</u>	<u>170.⁰⁰</u>	<u>90.⁰⁰</u>	<u>170.⁰⁰</u>
	Trailer Mounted	Wind Power	<u>90.⁰⁰</u>	<u>170.⁰⁰</u>	<u>90.⁰⁰</u>	<u>170.⁰⁰</u>
	Trailer Mounted Light Tower #1	Baldor	<u>90.⁰⁰</u>	<u>145.⁰⁰</u>	<u>90.⁰⁰</u>	<u>145.⁰⁰</u>
	Trailer Mounted Light Tower #2	Baldor	<u>90.⁰⁰</u>	<u>145.⁰⁰</u>	<u>90.⁰⁰</u>	<u>145.⁰⁰</u>
17. Sheriff's Investigation Bldg.	Kohler	<u>125.⁰⁰</u>	<u>298.⁰⁰</u>	<u>125.⁰⁰</u>	<u>298.⁰⁰</u>	
18. Fort Jones	Generac	<u>145.⁰⁰</u>	<u>298.⁰⁰</u>	<u>145.⁰⁰</u>	<u>298.⁰⁰</u>	

BID #WG19-01 RESPONSE FORM
Annual Generator Preventive Maintenance Services
Page 4 of 4

Total Cost for Year 1: \$ 21,690.00

Total Cost for Year 2: \$ 21,690.00

Grand Total (Both Year) \$ 43,380.00

Hourly cost for additional repair work:

Weekdays M-F \$ 99.00 hr.

Evenings \$ 148.50 hr. Evenings begin at: 4:00 PM

Weekends \$ 148.50 hr. Weekends begin at: Saturday at 12:00 AM - 11:59 PM / Sunday is 198.00/HR

Holidays \$ 198.00 hr. List Holidays

Sunday is 198.00/HR. Holidays - New Years Eve, New Years Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the Day After Thanksgiving, Christmas Eve, and Christmas Day.

Award will be made by TOTAL COST. Billing to be by site and inspection period. Billing will be accepted only for sites inspected and approved by Project Managers.

A formal contract will also be required from the successful bidder. A sample contract is provided for your review.

Price sheets provided in bid document.

County reserves the right to modify service on an as needed basis: Units may be deleted or added.

From: [Mark Gotjen](#)
To: [Wanda Gautney](#)
Subject: RE: Annual Generator Services for the Baldwin County Commission
Date: Wednesday, January 2, 2019 10:16:00 AM

Ms. Wanda ,Yes I will honor my bid pricing for generator maintenance.

Thanks,

Mark

From: Wanda Gautney [mailto:wgautney@baldwincountyal.gov]
Sent: Wednesday, January 02, 2019 9:52 AM
To: Mark Gotjen
Cc: Junius Long
Subject: Annual Generator Services for the Baldwin County Commission

Mr. Gotjen,

You submitted bid pricing on November 1, 2018 for Baldwin County Commission Annual Generator Services. The bid was awarded to the lowest bidder on November 20, 2018. The lowest bidder has submitted a letter giving the Commission their 30 day notice of withdrawal from the Contract. The law states that if at any time after the award the lowest bidder notifies the County that they will no longer comply with the terms of the Contract the Commission may award the bid to the second lowest bidder.

I would like to know if Power Systems of Mississippi will honor their bid pricing that was submitted on November 1, 2018 for two (2) years? I have attached a copy of your bid pricing for your review.

Please let me know as soon as possible.

Thanks

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



ExchangeDefender Message Security: [Check Authenticity](#)

WG19-01 - Annual Generator Preventive Maintenance Services

Award Listing

Effective Date: 1/15/2019 thru 11/20/2020

BIDDERS: Power Systems of MS		
North End of Baldwin County		
Contact Person: Junius Long (251)-295-3133 or		
Derrick Crocker (251)-600-9716		
1	Board of Education - Year 1 Insp 1	\$ 200.00
1	Board of Education - Year 1 Insp 2 - PM	\$ 250.00
2	Board of Education - Year 2 Insp 1	\$ 200.00
2	Board of Education - Year 2 Insp 2 - PM	\$ 250.00
1	Juvenile Detention-Kohler-Year 1 Insp 1	\$ 200.00
1	Juvenile Detention-Kohler-Year 1 Insp 2-PM	\$ 260.00
2	Juvenile Detention-Kohler-Year 2 Insp 1	\$ 200.00
2	Juvenile Detention-Kohler-Year 2 Insp 2-PM	\$ 260.00
1	Area 100 Hwy-Kohler-Year 1 Insp 1	\$ 200.00
1	Area 100 Hwy-Kohler-Year 1 Insp 2-PM	\$ 260.00
2	Area 100 Hwy-Kohler-Year 2 Insp 1	\$ 200.00
2	Area 100 Hwy-Kohler-Year 2 Insp 2-PM	\$ 260.00
1	Bay Minette Courthouse-Kohler-Year 1 Insp1	\$ 200.00
1	Bay Minette Courthouse -Kohler-Year 1 Insp 2 PM	\$ 260.00
2	Bay Minette Courthouse-Kohler-Year 2 Insp 1	\$ 200.00
2	Bay Minette Courthouse-Kohler-Year 2 Insp 2 PM	\$ 260.00
1	Annex I & II - Generac-Year 1 Insp 1	\$ 200.00
1	Annex I & II - Generac-Year 1 Insp 2 - PM	\$ 260.00
2	Annex I & II - Generac-Year 2 Insp 1	\$ 200.00
2	Annex I & II - Generac- Year 2 Insp 2 - PM	\$ 260.00
1	Annex III - Kohler - Year 1 Insp 1	\$ 200.00
1	Annex III - Kohler - Year 1 Insp 2 - PM	\$ 260.00
2	Annex III - Kohler - Year 2 Insp 1	\$ 200.00
2	Annex III - Kohler - Year 2 Insp 2 - PM	\$ 260.00
1	Annex IV (CIS) - Generac - Year 1 Insp 1	\$ 200.00
1	Annex IV (CIS) - Generac - Year 1 Insp 2 - PM	\$ 450.00
2	Annex IV (CIS) - Generac - Year 2 Insp 1	\$ 200.00
2	Annex IV (CIS) - Generac - Year 2 Insp 2 - PM	\$ 450.00
1	Commission Admin - Caterpillar - Year 1 Insp 1	\$ 200.00
1	Commission Admin - Caterpillar - Year 1 Insp 2-PM	\$ 450.00
2	Commission Admin - Caterpillar - Year 2 Insp 1	\$ 200.00
2	Commission Admin - Caterpillar - Year 2 Insp 2 - PM	\$ 450.00
1	Archives - Kohler - Year 1 Insp 1	\$ 200.00
1	Archives - Kohler - Year 1 Insp 2 - PM	\$ 300.00
2	Archives - Kohler - Year 2 Insp 1	\$ 200.00
2	Archives - Kohler - Year 2 Insp 2 - PM	\$ 300.00
1	Level II Shelter - Olympian - Year 1 Insp 1	\$ 200.00
1	Level II Shelter - Olympian - Year 1 Insp 2 - PM	\$ 260.00
2	Level II Shelter - Olympian - Year 2 Insp 1	\$ 200.00
2	Level II Shelter - Olympian - Year 2 Insp 2 - PM	\$ 260.00
South End of Baldwin County		
1	Emergency Management - Generac -Year 1 Insp 1	\$ 200.00
1	Emergency Management - Generac -Year 1 Insp 2 - PM	\$ 450.00
2	Emergency Management - Generac -Year 2 Insp 1	\$ 200.00
2	Emergency Management - Generac -Year 2 Insp 2 - PM	\$ 450.00
1	Emergency Management - Olympia - Year 1 Insp 1	\$ 200.00
1	Emergency Management - Olympia - Year 1 Insp 2 - PM	\$ 550.00

WG19-01 - Annual Generator Preventive Maintenance Services

Award Listing

Effective Date: 1/15/2019 thru 11/20/2020

BIDDERS: Power Systems of MS			
2	Emergency Management - Olympia - Year 2 Insp 1	\$	200.00
2	Emergency Management - Olympia - Year 2 Insp 2 - PM	\$	550.00
1	Emergency Management - Generac -Year 1 Insp 1	\$	200.00
1	Emergency Management - Generac -Year 1 Insp 2 - PM	\$	250.00
2	Emergency Management - Generac -Year 2 Insp 1	\$	200.00
2	Emergency Management - Generac -Year 2 Insp 2 - PM	\$	250.00
1	Emergency Management Trailer Mounted-Kohler-Year 1 Insp 1	\$	200.00
1	Emergency Management Trailer Mounted-Kohler-Year 1 Insp 2-PM	\$	300.00
2	Emergency Management Trailer Mounted-Kohler-Year 2 Insp 1	\$	200.00
2	Emergency Management Trailer Mounted Kohler-Year 2 Insp 2-PM	\$	300.00
1	Fairhope Courthouse - Cummins - Year 1 Insp 1	\$	200.00
1	Fairhope Courthouse - Cummins - Year 1 Insp 2 - PM	\$	350.00
2	Fairhope Courthouse - Cummins - Year 2 Insp 1	\$	200.00
2	Fairhope Courthouse - Cummins - Year 2 Insp 2 - PM	\$	350.00
1	Fairhope Courthouse - Generac - Year 1 Insp 1	\$	200.00
1	Fairhope Courthouse - Generac - Year 1 Insp 2 - PM	\$	260.00
2	Fairhope Courthouse - Generac - Year 2 Insp 1	\$	200.00
2	Fairhope Courthouse - Generac - Year 2 Insp 2 - PM	\$	260.00
1	BC Coliseum - Caterpillar - Year 1 Insp 1	\$	250.00
1	BC Coliseum - Caterpillar - Year 1 Insp 2 - PM	\$	1,500.00
2	BC Coliseum - Caterpillar - Year 2 Insp 1	\$	250.00
2	BC Coliseum - Caterpillar - Year 2 Insp 2 - PM	\$	1,500.00
1	Coroner Bldg. - Caterpillar - Year 1 Insp 1	\$	200.00
1	Coroner Bldg. - Caterpillar - Year 1 Insp 2 - PM	\$	260.00
2	Coroner Bldg. - Caterpillar - Year 2 Insp 1	\$	200.00
2	Coroner Bldg. - Caterpillar - Year 2 Insp 2 - PM	\$	260.00
1	BRATS - Kohler - Year 1 Insp 1	\$	200.00
1	BRATS - Kohler - Year 1 Insp 2 - PM	\$	300.00
2	BRATS - Kohler - Year 2 Insp 1	\$	200.00
2	BRATS - Kohler - Year 2 Insp 2 - PM	\$	300.00
1	Central Annex - Kohler - Year 1 Insp 1	\$	200.00
1	Central Annex - Kohler - Year 1 Insp 2 - PM	\$	450.00
2	Central Annex - Kohler - Year 2 Insp 1	\$	200.00
2	Central Annex - Kohler - Year 2 Insp 2 - PM	\$	450.00
1	Central Annex II - Caterpillar - Year 1 Insp 1	\$	200.00
1	Central Annex II - Caterpillar - Year 1 Insp 2 - PM	\$	620.00
2	Central Annex II - Caterpillar - Year 2 Insp 1	\$	200.00
2	Central Annex II - Caterpillar - Year 2 Insp 2 - PM	\$	620.00
1	Area 200 Hwy - Kohler - Year 1 Insp 1	\$	200.00
1	Area 200 Hwy - Kohler - Year 1 Insp 2 - PM	\$	260.00
2	Area 200 Hwy - Kohler - Year 2 Insp 1	\$	200.00
2	Area 200 Hwy - Kohler - Year 2 Insp 2 - PM	\$	260.00
1	Magnolia Landfill - Kohler - Year 1 Insp 1	\$	200.00
1	Magnolia Landfill - Kohler - Year 1 Insp 2 - PM	\$	300.00
2	Magnolia Landfill - Kohler - Year 2 Insp 1	\$	200.00
2	Magnolia Landfill - Kohler - Year 2 Insp 2 - PM	\$	300.00
1	Magnolia Landfill - OFNW8 - Year 1 Insp 1	\$	200.00
2	Magnolia Landfill - OFNW8 - Year 1 Insp 2 - PM	\$	350.00
1	Magnolia Landfill - OFNW8 - Year 2 Insp 1	\$	200.00
2	Magnolia Landfill - OFNW8 - Year 2 Insp 2 - PM	\$	350.00
1	Animal Shelter - Generac - Year 1 Insp 1	\$	200.00
1	Animal Shelter - Generac - Year 1 Insp 2 - PM	\$	260.00

WG19-01 - Annual Generator Preventive Maintenance Services

Award Listing

Effective Date: 1/15/2019 thru 11/20/2020

BIDDERS: Power Systems of MS		
2	Animal Shelter - Generac - Year 2 Insp 1	\$ 200.00
2	Animal Shelter - Generac - Year 2 Insp 2 - PM	\$ 260.00
1	Foley Courthouse - Kohler - Year 1 Insp 1	\$ 200.00
1	Foley Courthouse - Kohler - Year 1 Insp 2 - PM	\$ 340.00
2	Foley Courthouse - Kohler - Year 2 Insp 1	\$ 200.00
2	Foley Courthouse - Kohler - Year 2 Insp 2 - PM	\$ 340.00
1	Foley Courthouse - Generac - Year 1 Insp 1	\$ 200.00
1	Foley Courthouse - Generac - Year 1 Insp 2 - PM	\$ 260.00
2	Foley Courthouse - Generac - Year 2 Insp 1	\$ 200.00
2	Foley Courthouse - Generac - Year 2 Insp 2 - PM	\$ 260.00
1	Area 300 Highway - Kohler - Year 1 Insp 1	\$ 200.00
1	Area 300 Highway - Kohler - Year 1 Insp 2 - PM	\$ 260.00
2	Area 300 Highway - Kohler - Year 2 Insp 1	\$ 200.00
2	Area 300 Highway - Kohler - Year 2 Insp 2 - PM	\$ 260.00
Baldwin County Sheriff & Corrections Center Buildings		
Contact Person Russell Dinkins (251)-654-4909		
1	Sheriff's Maintenance Shop - Generac - Year 1 Insp 1	\$ 200.00
1	Sheriff's Maintenance Shop - Generac - Year 1 Insp 2 - PM	\$ 250.00
2	Sheriff's Maintenance Shop - Generac - Year 2 Insp 1	\$ 200.00
2	Sheriff's Maintenance Shop - Generac - Year 2 Insp 2 - PM	\$ 250.00
1	Sheriff's Support Services - Generac - Year 1 Insp 1	\$ 200.00
1	Sheriff's Support Services - Generac - Year 1 Insp 2 - PM	\$ 250.00
2	Sheriff's Support Services - Generac - Year 2 Insp 1	\$ 200.00
2	Sheriff's Support Services - Generac - Year 2 Insp 2 - PM	\$ 250.00
Corrections Center - Bay Minette		
1	K Block - Dayton - Year 1 Insp 1	\$ 200.00
1	K Block - Dayton - Year 1 Insp 2 - PM	\$ 250.00
2	K Block - Dayton - Year 2 Insp 1	\$ 200.00
2	K Block - Dayton - Year 2 Insp 2 - PM	\$ 250.00
1	Boiler Room - Caterpillar - Year 1 Insp 1	\$ 200.00
1	Boiler Room - Caterpillar - Year 1 Insp 2 - PM	\$ 400.00
2	Boiler Room - Caterpillar - Year 2 Insp 1	\$ 200.00
2	Boiler Room - Caterpillar - Year 2 Insp 2 - PM	\$ 400.00
1	Tower & Admin - Kohler - Year 1 Insp 1	\$ 200.00
1	Tower & Admin - Kohler - Year 1 Insp 2 - PM	\$ 750.00
2	Tower & Admin - Kohler - Year 2 Insp 1	\$ 200.00
2	Tower & Admin - Kohler - Year 2 Insp 2 - PM	\$ 750.00
1	Law Enforcement Services - Generac - Year 1 Insp 1	\$ 200.00
1	Law Enforcement Services - Generac - Year 1 Insp 2 - PM	\$ 260.00
2	Law Enforcement Services - Generac - Year 2 Insp 1	\$ 200.00
2	Law Enforcement Services - Generac - Year 2 Insp 2 - PM	\$ 260.00
1	Command Bus - Kohler - Year 1 Insp 1	\$ 200.00
1	Command Bus - Kohler - Year 1 Insp 2 - PM	\$ 300.00
2	Command Bus - Kohler - Year 2 Insp 1	\$ 200.00
2	Command Bus - Kohler - Year 2 Insp 2 - PM	\$ 300.00
1	Trailer Mounted - Wind Power - Year 1 Insp 1	\$ 200.00
1	Trailer Mounted - Wind Power - Year 1 Insp 2 - PM	\$ 300.00

WG19-01 - Annual Generator Preventive Maintenance Services

Award Listing

Effective Date: 1/15/2019 thru 11/20/2020

BIDDERS: Power Systems of MS		
2	Trailer Mounted - Wind Power - Year 2 Insp 1	\$ 200.00
2	Trailer Mounted - Wind Power - Year 2 Insp 2 - PM	\$ 300.00
1	Trailer Mounted Light Tower #1 - Baldor - Year 1 Insp 1	\$ 100.00
1	Trailer Mounted Light Tower #1 - Baldor - Year 1 Insp 2 - PM	\$ 150.00
2	Trailer Mounted Light Tower #1 - Baldor - Year 2 Insp 1	\$ 100.00
2	Trailer Mounted Light Tower #1 - Baldor - Year 2 Insp 2 - PM	\$ 150.00
1	Trailer Mounted Light Tower #2 - Baldor - Year 1 Insp 1	\$ 100.00
1	Trailer Mounted Light Tower #2 - Baldor - Year 1 Insp 2 - PM	\$ 150.00
2	Trailer Mounted Light Tower #2 - Baldor - Year 2 Insp 1	\$ 100.00
2	Trailer Mounted Light Tower #2 - Baldor - Year 2 Insp 2 - PM	\$ 150.00
1	Sheriff's Investigation Bldg - Kohler - Year 1 Insp 1	\$ 200.00
1	Sheriff's Investigation Bldg - Kohler - Year 1 Insp 2 - PM	\$ 260.00
2	Sheriff's Investigation Bldg - Kohler - Year 2 Insp 1	\$ 200.00
2	Sheriff's Investigation Bldg - Kohler - Year 2 Insp 2 - PM	\$ 260.00
1	Ft. Jones - Generac - Year 1 Insp 1	\$ 200.00
1	Ft. Jones - Generac - Year 1 Insp 2 - PM	\$ 350.00
1	Ft. Jones - Generac - Year 2 Insp 1	\$ 200.00
2	Ft. Jones - Generac - Year 2 Insp 2 - PM	\$ 350.00
Total Cost Year 1		\$ 21,850.00
Total Cost Year 2		\$ 21,850.00
GRAND TOTAL		\$ 43,700.00
Hourly cost for additional repair work		
	Weekdays M-F	\$ 100.00
	Evenings	\$ 150.00
	Evenings begin at	4:01 PM
	Weekends	\$ 150.00
	Weekends begin at	Friday at 4:01 PM
	Holidays	\$200.00 hr.
		Christmas
		Thanksgiving
		Labor Day
		Memorial Day
		New Years Day
		Independence Day

State of Alabama)

County of Baldwin)

CONTRACT FOR PROFESSIONAL & CONSTRUCTION SERVICES

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

WITNESSETH:

Whereas, at its regular meeting on Tuesday, January 15, 2019, the COUNTY awarded the bid for the Annual Generator Preventive Maintenance Services; and

Whereas, Power Systems of MS, has agreed to honor their original bid pricing that was submitted to the County on November 1, 2018.

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: Power Systems of MS

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

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

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

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

- VI. Representation/Warranty of Certifications, Etc. PROVIDER represents and warrants that PROVIDER is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that PROVIDER shall renew, maintain, and otherwise ensure that all such certifications,

licenses, and permits are current and valid, without interruption, for and through completion of the services. The representation and warranty aforesaid is a material inducement to the COUNTY in entering this Contract, and the parties agree that the breach thereof shall be deemed material at the County's option.

- VII. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VIII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract.
- IX. No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Contract. Therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.
- X. Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- XI. Entire Agreement. This Contract represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by all parties.
- XII. Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XIII. Assignment. This Contract or any interest herein shall not be assigned transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIV. Ownership of Documents/Work. The COUNTY shall be the owner of all copyright or other intellectual property rights in reports, documents and deliverables produced and paid for under this Contract, and to the extent permitted by Alabama law, any such material may be reproduced and reused at the discretion of the COUNTY without payment of further consideration. PROVIDER shall not transfer, disclose, or otherwise use such information for any purpose other than in performance of the services hereunder, without the COUNTY's prior written consent, which may be withheld or granted in the sole discretion of the COUNTY.

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

PROVIDER: Power Systems of MS
14313 Stenum Street, Suite D
Biloxi, MS 39532
ATTN: Mark Gotjen

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

XVI. Services to be Rendered. PROVIDER is retained by the COUNTY as a professionally-qualified Contractor. The general scope of work for the services shall include all the terms and Conditions of "**Competitive Bid #WG19-01**", the same being expressly incorporated herein by reference, and without limitation will encompass:

"Competitive Bid #WG19-01 – Annual Generator Preventive Maintenance Services for the Baldwin County Commission".

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

XVII. General Responsibilities of the COUNTY.

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

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

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

- XIX. Compensation Limited. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.
- XX. Direct Expenses. Compensation to PROVIDER for work shall be paid as shown on "ATTACHMENT A". Said compensation shall be all inclusive, including without limitation, reimbursement of all 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 twenty-four (24) months and commence immediately upon the same date as its full execution, with an option to issue one (1) twelve (12) month contract, 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 on an event or effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXIV. Indemnification. Provider shall indemnify, defend and hold County and its Commissioners, affiliates, employees, agents, and representatives (collectively "County") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon County, as a result of or in any manner related to provision of services hereunder, or any act or omission, by Provider. Contractor shall provide the COUNTY with proof of general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration of this Contract.
- XXV. Number of Originals. This Contract shall be executed with three originals, all of which are equally valid as an original.
- XXVI. Governing Law. This Contract in all respects, including without limitation its formation, validity, construction, enforceability and available remedies, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of law principles.
- XXVII. Insurance. Prior to performing services pursuant to this Contract, Provider shall carry, with insurers satisfactory to County, throughout the term of hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than

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

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

COUNTY

ATTEST:

CHARLES F. GRUBER /Date
Chairman

RONALD J. CINK /Date
County Administrator/Budget Director

State of Alabama)

County of Baldwin)

I, _____ Notary Public in and for said County, in said State, hereby certify that, Charles F. Gruber, whose name as Chairman of Baldwin County Commission, and Ronald J. Cink, whose name as County Administrator/Budget Director, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Professional and Construction Services, they, as such officers and with full authority, executed same knowingly and with full authority to do so on behalf of said Commission.

Given under my hand and official seal, this the day of _____, 2019.

Notary Public
My Commission Expires

SIGNATURE AND NOTARY PAGE TO FOLLOW

PROVIDER:

Power Systems of MS

_____/_____
By _____/Date
Its _____

State of _____)

County of _____)

I, _____ Notary Public in and for said County and State, hereby certify that -
_____ as _____ of Power Systems of MS, 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 Power Systems of MS.

GIVEN under my hand and seal on this the _____ day of _____, 2019.

Notary Public
My Commission Expires

"ATTACHMENT A"

BID WG19-01 RESPONSE FORM

Annual Generator Preventive Maintenance Services

Page 1 of 4

Date: 10-30-18

Out of State Yes or No If yes, 523-254
Registration Number

Company Name: Power Systems of Ms.

Address: 14313 Stenum St Ste D
Biloxi, Ms. 39532

Company Rep. Mark Gotjen
(Rep. Name Typed or Printed)

Position: President

Phone: 228-818-8315

Fax: 228-818-8317

Email: mark@powersystemsofms.net

BID #WG19-01 RESPONSE FORM**Annual Generator Preventive Maintenance Services**

Page 2 of 4

		Year 1 1 st Inspection	Year 1 2 nd PM	Year 2 1 st Inspection	Year 2 2 nd PM
North End of Baldwin County:					
Contact persons: Junius Long (251) 295-3133 or Derrick Crocker (251) 600-9716					
1. Board of Education	Kohler	<u>200.00</u>	<u>250.00</u>	<u>200.00</u>	<u>250.00</u>
2. Juvenile Detention	Kohler	<u>200.00</u>	<u>260.00</u>	<u>200.00</u>	<u>260.00</u>
3. Area 100 Highway	Kohler	<u>200.00</u>	<u>260.00</u>	<u>200.00</u>	<u>260.00</u>
4. Bay Minette Courthouse	Kohler	<u>200.00</u>	<u>260.00</u>	<u>200.00</u>	<u>260.00</u>
5. Annex I & II	Generac	<u>200.00</u>	<u>260.00</u>	<u>200.00</u>	<u>260.00</u>
6. Annex III	Kohler	<u>200.00</u>	<u>260.00</u>	<u>200.00</u>	<u>260.00</u>
7. Annex IV (CIS)	Generac	<u>200.00</u>	<u>450.00</u>	<u>200.00</u>	<u>450.00</u>
8. Commission Admin	Caterpillar	<u>200.00</u>	<u>450.00</u>	<u>200.00</u>	<u>450.00</u>
9. Archives	Kohler	<u>200.00</u>	<u>300.00</u>	<u>200.00</u>	<u>300.00</u>
10. Level II Shelter	Olympian	<u>200.00</u>	<u>260.00</u>	<u>200.00</u>	<u>260.00</u>

South End of Baldwin County:

Contact persons: Junius Long (251) 295-3133 or Brook Wheeler (251) 239-0620

1. Emergency Management	Generac	<u>200.00</u>	<u>450.00</u>	<u>200.00</u>	<u>450.00</u>
	Olympia	<u>200.00</u>	<u>550.00</u>	<u>200.00</u>	<u>550.00</u>
	Generac	<u>200.00</u>	<u>250.00</u>	<u>200.00</u>	<u>250.00</u>
Trailer Mounted	Kohler	<u>200.00</u>	<u>300.00</u>	<u>200.00</u>	<u>300.00</u>
2. Fairhope Courthouse	Cummins	<u>200.00</u>	<u>350.00</u>	<u>200.00</u>	<u>350.00</u>
	Generac	<u>200.00</u>	<u>260.00</u>	<u>200.00</u>	<u>260.00</u>
3. BC Coliseum	Caterpillar	<u>250.00</u>	<u>1500.00</u>	<u>250.00</u>	<u>1500.00</u>
4. Coroners Building	Caterpillar	<u>200.00</u>	<u>260.00</u>	<u>200.00</u>	<u>260.00</u>
5. BRATS	Kohler	<u>200.00</u>	<u>300.00</u>	<u>200.00</u>	<u>300.00</u>
6. Central Annex	Kohler	<u>200.00</u>	<u>450.00</u>	<u>200.00</u>	<u>450.00</u>

BID #WG19-01 RESPONSE FORM
Annual Generator Preventive Maintenance Services
 Page 3 of 4

7. Central Annex II	Caterpillar	<u>200.00</u>	<u>620.00</u>	<u>200.00</u>	<u>620.00</u>
8. Area 200 Highway	Kohler	<u>200.00</u>	<u>260.00</u>	<u>200.00</u>	<u>260.00</u>
9. Magnolia Landfill	Kohler	<u>200.00</u>	<u>300.00</u>	<u>200.00</u>	<u>300.00</u>
	OFNW8	<u>200.00</u>	<u>350.00</u>	<u>200.00</u>	<u>350.00</u>
10. Animal Shelter	Generac	<u>200.00</u>	<u>260.00</u>	<u>200.00</u>	<u>260.00</u>
11. Foley Courthouse	Kohler	<u>200.00</u>	<u>340.00</u>	<u>200.00</u>	<u>340.00</u>
	Generac	<u>200.00</u>	<u>260.00</u>	<u>200.00</u>	<u>260.00</u>
12. Area 300 Highway	Kohler	<u>200.00</u>	<u>260.00</u>	<u>200.00</u>	<u>260.00</u>

Baldwin County Sheriff & Corrections Center Buildings

Contact person John Henry (251) 239-0686

13. Sheriff's Maintenance Shop	Generac	<u>200.00</u>	<u>250.00</u>	<u>200.00</u>	<u>250.00</u>	
14. Sheriff's Support Services	Generac	<u>200.00</u>	<u>250.00</u>	<u>200.00</u>	<u>250.00</u>	
15. Corrections Center	K-Block	Dayton	<u>200.00</u>	<u>250.00</u>	<u>200.00</u>	<u>250.00</u>
	Boiler Room	Caterpillar	<u>200.00</u>	<u>400.00</u>	<u>200.00</u>	<u>400.00</u>
	Tower & Admin	Kohler	<u>200.00</u>	<u>750.00</u>	<u>200.00</u>	<u>750.00</u>
	16. Law Enforcement Services	Generac	<u>200.00</u>	<u>260.00</u>	<u>200.00</u>	<u>260.00</u>
Command Bus	Kohler	<u>200.00</u>	<u>300.00</u>	<u>200.00</u>	<u>300.00</u>	
Trailer Mounted	Wind Power	<u>200.00</u>	<u>300.00</u>	<u>200.00</u>	<u>300.00</u>	
Trailer Mounted Light Tower #1	Baldor	<u>100.00</u>	<u>150.00</u>	<u>100.00</u>	<u>150.00</u>	
	Trailer Mounted Light Tower #2	Baldor	<u>100.00</u>	<u>150.00</u>	<u>100.00</u>	<u>150.00</u>
17. Sheriff's Investigation Bldg.	Kohler	<u>200.00</u>	<u>260.00</u>	<u>200.00</u>	<u>260.00</u>	
18. Fort Jones	Generac	<u>200.00</u>	<u>350.00</u>	<u>200.00</u>	<u>350.00</u>	

BID #WG19-01 RESPONSE FORM
Annual Generator Preventive Maintenance Services
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Total Cost for Year 1: \$ 21,850.00

Total Cost for Year 2: \$ 21,850.00

Grand Total (Both Year) \$ 43,700.00

Hourly cost for additional repair work:

Weekdays M-F \$ 100.00 hr.

Evenings \$ 150.00 hr. Evenings begin at: 4:01 PM

Weekends \$ 150.00 hr. Weekends begin at: Friday @ 4:01 PM

Holidays \$ 200.00 hr. List Holidays

Christmas, Thanksgiving, Labor Day, Memorial Day
New Years Day, Independence Day.

Award will be made by TOTAL COST. Billing to be by site and inspection period. Billing will be accepted only for sites inspected and approved by Project Managers.

A formal contract will also be required from the successful bidder. A sample contract is provided for your review.

Price sheets provided in bid document.

County reserves the right to modify service on an as needed basis: Units may be deleted or added.



Baldwin County Commission

Agenda Action Form

File #: 19-0481, **Version:** 1

Item #: BE5

Meeting Type: BCC Regular Meeting

Meeting Date: 1/15/2019

Item Status: New

From: Wanda Gautney, Purchasing Director/Chief Deputy Lowery/Russell Dinkins, BCSO
Maintenance/Junius Long, Building Facilities Coordinator

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Competitive Bid #WG19-03 - Labor and Incidental Materials for Roof Restoration at the Baldwin County Corrections Center Administration Building Located in Bay Minette, Alabama

STAFF RECOMMENDATION

Award the bid to the lowest bidder for Roof Restoration at the Baldwin County Corrections Center Administration Building to **E. Cornell Malone Corporation** as per the attached Award Listing and authorize the Chairman to execute the Contract. (Contract shall commence immediately upon the same date as its full execution, and shall terminate upon either the expiration of not more than Sixty (60) days after the notice to proceed is given.)

BACKGROUND INFORMATION

Previous Commission action/date:

11/06/18 meeting : 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the labor and incidental materials for roof restoration at the Baldwin County Corrections Center Administration Building located in Bay Minette, Alabama; 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 advertise; and 3) Approved and authorized the Purchasing Director to issue a Purchase Order to Garland Company, Inc., in the amount of \$45,310.00 but not to exceed \$47,000.00 for the roofing materials which is being purchased off the U. S. Communities Contract.

Background: Bids were opened in the Purchasing Conference Room on December 5, 2018, at 10:30 A.M. Seven (7) bids were received. Recommend the Commission award the bid to the lowest bidder, E. Cornell Malone Corporation as per the Award Listing attached and authorize the Chairman to execute the Contract. Bid Tabulation attached.

FINANCIAL IMPACT

Total cost of recommendation: \$29,000.00 plus materials \$47,000.00 total estimated cost of \$76,000.00

Budget line item(s) to be used: 51555.5524.119001

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

LEGAL IMPACT

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

Reviewed/approved by: David Conner

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: 01/15/2019

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 #WG19-03 - AWARD LISTING

Labor & Incidental Materials for Roof Restoration at the BC Corrections Centers Admin Bldg.

BIDDER:		E. Cornell Malone
BASE BID:	\$	\$29,000.00
Perform roof & restoration to "Jail Admin Bldg"		
UNIT PRICING:		
a. Replace deteriorated wood nailer with pressure treated, to match existing dimension. Per Board Foot.	\$	\$4.00
b. Remove & replace wet insulation & roofing, per Square foot, in addition to base bid quantities, credit unused portion.	\$	\$12.00
c. Remove and replace deteriorated plywood substrate, 5/8" ext. grade, per Square Foot.	\$	\$6.00
d. Add fasteners to reattach nailer per IBC, Teks 5 or Tapcon. Per Linear foot.	\$	\$2.00

COMPETITIVE BID #WG19-03 - BID TABULATION

Labor & Incidental Materials for Roof Restoration at the BC Corrections Centers Admin Bldg.

BIDDER:	Dobson Roofing	Brazos Ind.	Carters Contr.	E. Cornell Malone	Standard Roofing	Double AA Const.	Amerson Roofing	All South Subcont.	Thomas Roofing	Porter Roofing
BASE BID: Perform roof & restoration to "Jail Admin Bldg"	\$ 45,000.00	No Bid	\$96,369.00	\$29,000.00	\$132,650.00	\$79,200.00	\$37,418.00	No Bid	No Bid	\$32,930.00
UNIT PRICING:										
a. Replace deteriorated wood nailer with pressure treated, to match existing dimension. Per Board Foot.	\$ 5.00		\$1.00	\$4.00	\$3.50	\$10.00	\$2.50			\$2.10
b. Remove & replace wet insulation & roofing, per Square foot, in addition to base bid quantities, credit unused portion.	\$ 20.00		\$6.00	\$12.00	\$3.50	\$8.00	\$10.00			\$2.80
c. Remove and replace deteriorated plywood substrate, 5/8" ext. grade, per Square Foot.	\$ 12.00		\$5.75	\$6.00	\$8.00	\$5.00	\$8.00			\$2.25
d. Add fasteners to reattach nailer per IBC, Teks 5 or Tapcon. Per Linear foot.	\$ 2.00		\$1.00	\$2.00	\$1.50	\$3.00	\$3.00			\$0.75
Alabama License No.	13043		14389	41604	21718	37758	18200			13934
Bid Bond:	Yes		Yes	Yes	Yes	Yes	Yes			Yes

State of Alabama)

County of Baldwin)

CONTRACT FOR PROFESSIONAL & CONSTRUCTION SERVICES

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

WITNESSETH:

Whereas, at its regular meeting on Tuesday, November 6, 2018, the COUNTY authorized staff to solicit bids for the Labor and Incidental Materials for Roof Restoration at the Baldwin County Corrections Center Administration Building Located in Bay Minette, Alabama; and

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

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

- I. Definitions. The following terms shall have the following meanings:
 - A. COUNTY: Baldwin County, Alabama
 - B. COMMISSION: Baldwin County Commission
 - C. PROVIDER: E. Cornell Malone Corporation
- II. Obligations Generally. The COUNTY hereby retains, and the PROVIDER agrees to perform for the COUNTY, those services as hereinafter set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall immediately commence performance of the services outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
- III. Recitals Included. The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.

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

shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

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

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

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

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

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

PROVIDER: E. Cornell Malone Corporation
439 Dory Street
Jackson, MS 39201
Attn: Roman C. Malone

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

XVI. Services to be Rendered. PROVIDER is retained by the COUNTY as a professionally-qualified Contractor. The general scope of work for the services shall include all the terms and Conditions of “**Competitive Bid #WG19-03**”, the same being expressly incorporated herein by reference, and without limitation will encompass:

“Competitive Bid #WG19-03 – Labor and Incidental Materials for Roof Restoration at the Baldwin County Corrections Center Administration Building Located in Bay Minette, Alabama”.

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

XVII. General Responsibilities of the COUNTY.

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

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

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

XIX. Compensation Limited. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this

Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

- XX. Direct Expenses. Compensation to PROVIDER for work shall be paid per "ATTACHMENT A". Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services.
- XXI. Method of Payment. PROVIDER shall submit invoices to the COUNTY for payment for work performed. Such invoice shall be accompanied by a detailed account of compensation to be paid PROVIDER.
- Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.
- XXII. Effective and Termination Dates. This Contract shall be effective and commence immediately upon the same date as its full execution, and shall terminate upon either the expiration of not more than **sixty (60) days** after the Notice to Proceed is given or upon a written notification thereof received by either party within the required ten (10) day period. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]
- XXIII. Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXIV. Indemnification. Provider shall indemnify, defend and hold County and its Commissioners, affiliates, employees, agents, and representatives (collectively "County") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon County, as a result of or in any manner related to provision of services hereunder, or any act or omission, by Provider. Contractor shall provide the COUNTY with proof of general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration of this Contract.
- XXV. Number of Originals. This Contract shall be executed with three originals, all of which are equally valid as an original.

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

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

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

COUNTY

ATTEST:

CHARLES F. GRUBER / Date
Chairman

RONALD J. CINK /Date
County Administrator/Budget Director

NOTARY & SIGNATURE PAGE TO FOLLOW

State of Alabama)

County of Baldwin)

I, _____ Notary Public in and for said County, in said State, hereby certify that, Charles F. Gruber, whose name as Chairman of Baldwin County Commission, and Ronald J. Cink, whose name as County Administrator/Budget Director, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Professional and Construction Services, they, as such officers and with full authority, executed same knowingly and with full authority to do so on behalf of said Commission.

Given under my hand and official seal, this the _____ day of _____, 2019.

Notary Public
My Commission Expires

PROVIDER:

E. Cornell Malone Corporation

By _____/Date _____
Its _____

State of Alabama)

County of Baldwin)

I, _____ Notary Public in and for said County and State, hereby certify that _____ as _____ of E. Cornell Malone Corporation, 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 E. Cornell Malone Corporation.

GIVEN under my hand and official seal, on this the _____ day of _____, 2019.

Notary Public
My Commission Expires

"ATTACHMENT A"

BID #WG19-03 RESPONSE FORM

Labor & Incidental Materials for Roof Restoration at Baldwin County Corrections Center Admin Bldg.

Date: 12/05/2018

Out of State Yes or No If yes, Registration Number

Company Name: E. Cornell Malone Corporation

Address: 439 Dory Street
Jackson, MS 39201

Company Rep Roman C. Malone
(Rep. Name Typed or Printed)

Position: President

Phone: 601-352-5940

Fax: 601-352-5944

Email: roman@ecmalone.com

Contractor's License Number 41604
(License Issued by the Alabama State Licensing Board for General Contractors)

"ALABAMA GENERAL CONTRACTORS LICENSE NUMBER MUST BE CLEARLY LISTED ON THE OUTSIDE OF THE VENDOR BID ENVELOPE"

SECTION 00400 - BID FORM

1. BASE BID \$ 29,000.00
Perform roof and restoration to
"Jail Administration Office".
2. UNIT PRICING
- a. Replace deteriorated wood nailer \$ 4.00
with pressure treated, to match existing.
dimension. Per Board Foot.
 - b. Remove & replace wet insulation & roof- \$ 12.00
ing, per Square Foot, in addition to base
bid quantities, credit unused portion.
 - c. Remove and replace deteriorated \$ 6.00
plywood substrate, 5/8" ext. grade,
per Square Foot.
 - d. Add fasteners to reattach nailer per IBC, \$ 2.00
Tek 5 or Tapcon. Per Linear Foot.
3. SUBMITTED BY: Roman C. Malone, on 12/05, 2018.
4. COMPANY NAME: E. Cornell Malone Corporation

GULF COAST MEDIA

A DIVISION OF OPC NEWS, LLC
PO BOX 1677 • SUMTER, SC 29150

FOLEY 251.943.2151
The Courier – The Islander
The Onlooker
The Baldwin Times

LEGAL REP - 251-345-6805

PROOF OF PUBLICATION STATE OF ALABAMA • BALDWIN COUNTY

Before me, the undersigned authority in and for said County, in said State, personally appeared April M. Wallace who, by me duly sworn, deposes and says that: she is the Legal Representative of the following newspaper listed below, a newspaper of GENERAL CIRCULATION, PUBLISHED and PRINTED in Baldwin County, Alabama, and that there was published in The Courier, The Islander, The Onlooker, & or The Baldwin Times in the issue/s of:

11/14/2018, 11/16/2018, 11/23/2018

a legal notice, a copy of which is hereto attached. The sum charged by the Newspaper for said publication does not exceed the lowest classified rate paid by commercial customers for an advertisement of similar size and frequency in the same newspaper(s) in which the public notice appeared.

There are no agreements between the Newspaper and the officer or attorney charged with the duty of placing the attached legal advertising notices whereby any advantage, gain or profit accrued to said officer or attorney.

X April M. Wallace
April M. Wallace, Legal Ad Representative

X Amber Kimbler
Amber Kimbler, Notary Public
Baldwin County, Alabama
My commission expires April 10, 2022



AMBER KIMBLER
My Commission Expires
April 10, 2022

Sworn and subscribed to on 11/23/2018.

BALDWIN COUNTY COMMISSION - LEGA

Acct#: 984131

Ad#: 292371

#WG19-03

Amount of Ad: \$219.24

Legal File# #WG19-03

INVITATION TO BID

STATE OF ALABAMA
COUNTY OF BALDWIN

NOTICE IS HEREBY GIVEN that the County Commission of Baldwin County, Alabama, will receive bids in the Purchasing Office on December 5, 2018 at 10:00 A.M. for Labor and Incidental Materials for Roof Restoration at the Baldwin County Corrections Center Administration Building located in Bay Minette, Alabama. Bids will be opened December 5, 2018 at 10:30 A.M., in the Purchasing Conference Room located at 257 Hand Avenue, Bay Minette, Alabama. Bids received after the December 5, 2018 at 10:00 A.M., deadline will not be considered. All times to be determined solely by the clock on the wall of the Purchasing Conference Room. For all purposes and uses herein, a bid and all required paperwork is "received" at the time and date indicated on the Purchasing Office file stamp which shall be impressed on the face of all such documents when and as presented at the Purchasing Office.

PRE-BID CONFERENCE

A mandatory Pre-Bid Conference will be held at the Baldwin County Purchasing Department located at 257 Hand Avenue, Bay Minette, AL., on Wednesday, November 28, 2018, at 9:00 A.M. ALL INTERESTED BIDDERS MUST ATTEND. Contractors will not be allowed to submit a bid for this project if they or a representative of their company does not attend the Pre-Bid Conference.

Bid packages can be obtained from the website www.baldwincountyal.gov or Wanda Gautney (251) 580-2520 phone or (251) 580-2536 fax, or Sherry R. Smith (251) 580-1911, 257 Hand Ave., Annex III Building, Bay Minette, AL 36507. Ask for Bid Package #WG19-03.
November 14-16-23, 2018

RECEIVED

NOV 28 2018

Accounting/S. Grant

State of Alabama,) ss
County of Mobile)

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

Press Register 11/09, 11/16, 11/23/2018

Larry A Leibengood
Principal Clerk of the Publisher

Sworn to and subscribed before me this 26th day of November 2018

Juanita Depuy
Notary Public



INVITATION TO BID
STATE OF ALABAMA
COUNTY OF BALDWIN
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Ask for Bid Package #WG19-03.
PRESS REGISTER
November 9, 16, 23, 2018



Baldwin County Commission

Agenda Action Form

File #: 19-0482, **Version:** 1

Item #: BE6

Meeting Type: BCC Regular Meeting

Meeting Date: 1/15/2019

Item Status: New

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

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Competitive Bid #WG19-05 - Labor and Incidental Materials for Roof Restoration at the Baldwin County Board of Education Administration Building Located in Bay Minette, Alabama

STAFF RECOMMENDATION

Award the bid to the lowest bidder for Labor & Incidental Materials for Roof Restoration at the Baldwin County Board of Education Administration to **E. Cornell Malone Corporation** as per the attached Award Listing and authorize the Chairman to execute the Contract. (Contract shall commence immediately upon the same date as its full execution, and shall terminate upon either the expiration of not more than Sixty (60) days after the notice to proceed is given.)

BACKGROUND INFORMATION

Previous Commission action/date:

11/06/18 Meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the labor and incidental materials for the roof restoration at the Baldwin County Board of Education Administration Building; 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; and 3) Approved and authorized the Purchasing Director to issue a Purchase Order to Garland Company, Inc., in the amount of \$44,123.66 but not to exceed \$45,500.00 for the roofing materials which is being purchased off the U. S. Communities Contract.

Background: Bids were opened in the Purchasing Conference Room on December 5, 2018, at 1:30 P.M. Seven (7) bids were received. Recommend the Commission award the bid to the lowest bidder, E. Cornell Malone Corporation as per the attached Award Listing and authorize the Chairman to execute the Contract. Bid Tabulation attached.

FINANCIAL IMPACT

Total cost of recommendation: \$22,300.00 plus materials \$45,500.00 est. total cost \$67,800.00

Budget line item(s) to be used: 51555.5524.113001

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

LEGAL IMPACT

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

Standard County Contract

Reviewed/approved by: David Conner

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: 01/15/2019

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 #WG19-05 - AWARD LISTING

Labor & Incidental Materials for Roof Replacement at the BC Board of Education Building

BIDDER:		E. Cornell Malone
BASE BID:	\$	\$22,300.00
Perform roof restoration to BOE Administration Office		
UNIT PRICING:		
a. Remove & replace metal coping with new 24" stretchout, 24 ga. per ten (10) foot piece.	\$	\$60.00
b. Replace deteriorated wood nailer with pressure treated, to match existing, dimension. Per Board Foot.	\$	\$4.00
c. Remove & replace wet insulation & roofing, per Square Foot, in addition to base bid quantities, credit unused portion.	\$	\$12.00
d. Remove and replace deteriorated plywood, substrate, 5/8" ext. grade per Square Foot.	\$	\$6.00
e. Add fasteners to reattach nailer per IBC, Teks 5 or Tapcon. Per Linear Foot.	\$	\$2.00

COMPETITIVE BID #WG19-05 - BID TABULATION

Labor & Incidental Materials for Roof Replacement at the BC Board of Education Building

BIDDER:	Dobson Roofing	Brazos Ind.	Carters Contr.	E. Cornell Malone	Standard Roofing	Double AA Const.	Amerson Roofing	All South Subcont.	Thomas Roofing	Porter Roofing	Sunrise Contr.	Mandal's Inc.
BASE BID: Perform roof restoration to BOE Administration Office	\$ 45,000.00	No Bid	\$96,369.00	\$22,300.00	\$147,250.00	\$74,400.00	\$33,051.00	No Bid	No Bid	\$27,375.00	No Bid	No Bid
UNIT PRICING:												
a. Remove & replace metal coping with new 24" stretchout, 24 ga. per ten (10) foot piece.	\$ 100.00		\$150.00	\$60.00	\$300.00	\$150.00	\$5.00			\$128.50		
b. Replace deteriorated wood nailer with pressure treated, to match existing, dimension. Per Board Foot.	\$ 10.00		\$1.00	\$4.00	\$3.50	\$10.00	\$2.50			\$2.10		
c. Remove & replace wet insulation & roofing, per Square Foot, in addition to base bid quantities, credit unused portion.	\$ 20.00		\$6.00	\$12.00	\$3.50	\$8.00	\$10.00			\$2.80		
d. Remove and replace deteriorated plywood, substrate, 5/8" ext. grade per Square Foot.	\$ 12.00		\$5.75	\$6.00	\$8.00	\$5.00	\$8.00			\$2.25		
e. Add fasteners to reattach nailer per IBC, Teks 5 or Tapcon. Per Linear Foot.	\$ 2.00		\$1.00	\$2.00	\$1.50	\$3.00	\$3.00			\$0.75		
Alabama License No. Bid Bond:	13043 Yes		14389 Yes	41604 Yes	21718 Yes	37758 Yes	18200 Yes			13934 Yes		

State of Alabama)

County of Baldwin)

CONTRACT FOR PROFESSIONAL & CONSTRUCTION SERVICES

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

WITNESSETH:

Whereas, at its regular meeting on Tuesday, November 6, 2018, the COUNTY authorized staff to solicit bids for the Labor and Incidental Materials for Roof Restoration at the Baldwin County Board of Education Administration Building Located in Bay Minette, Alabama; and

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

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

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

- A. COUNTY: Baldwin County, Alabama
- B. COMMISSION: Baldwin County Commission
- C. PROVIDER: E. Cornell Malone Corporation

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

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

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

shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

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

PROVIDER: E. Cornell Malone Corporation
439 Dory Street
Jackson, MS 39201
Attn: Roman C. Malone

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

- XVI. Services to be Rendered. PROVIDER is retained by the COUNTY as a professionally-qualified Contractor. The general scope of work for the services shall include all the terms and Conditions of “**Competitive Bid #WG19-05**”, the same being expressly incorporated herein by reference, and without limitation will encompass:

“Competitive Bid #WG19-05 – Labor and Incidental Materials for Roof Restoration at the Baldwin County Board of Education Administration Building Located in Bay Minette, Alabama”.

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

XVII. General Responsibilities of the COUNTY.

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

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

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

- XIX. Compensation Limited. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this

Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

- XX. Direct Expenses. Compensation to PROVIDER for work shall be paid per "ATTACHMENT A". Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services.
- XXI. Method of Payment. PROVIDER shall submit invoices to the COUNTY for payment for work performed. Such invoice shall be accompanied by a detailed account of compensation to be paid PROVIDER.
- Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.
- XXII. Effective and Termination Dates. This Contract shall be effective and commence immediately upon the same date as its full execution, and shall terminate upon either the expiration of not more than **sixty (60) days** after the Notice to Proceed is given or upon a written notification thereof received by either party within the required ten (10) day period. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]
- XXIII. Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXIV. Indemnification. Provider shall indemnify, defend and hold County and its Commissioners, affiliates, employees, agents, and representatives (collectively "County") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon County, as a result of or in any manner related to provision of services hereunder, or any act or omission, by Provider. Contractor shall provide the COUNTY with proof of general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration of this Contract.
- XXV. Number of Originals. This Contract shall be executed with three originals, all of which are equally valid as an original.

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

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

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

COUNTY

ATTEST:

CHARLES F. GRUBER / Date
Chairman

RONALD J. CINK / Date
County Administrator/Budget Director

NOTARY & SIGNATURE PAGE TO FOLLOW

State of Alabama)

County of Baldwin)

I, _____ Notary Public in and for said County, in said State, hereby certify that, Charles F. Gruber, whose name as Chairman of Baldwin County Commission, and Ronald J. Cink, whose name as County Administrator/Budget Director, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Professional and Construction Services, they, as such officers and with full authority, executed same knowingly and with full authority to do so on behalf of said Commission.

Given under my hand and official seal, this the _____ day of _____, 2019.

Notary Public
My Commission Expires

PROVIDER:

E. Cornell Malone Corporation

By _____/Date
Its _____

State of Alabama)

County of Baldwin)

I, _____ Notary Public in and for said County and State, hereby certify that _____ as _____ of E. Cornell Malone Corporation, 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 E. Cornell Malone Corporation.

GIVEN under my hand and seal on this the _____ day of _____, 2019.

Notary Public
My Commission Expires

SECTION 00400 - BID FORM

1. BASE BID \$ 22,300.00
Perform roof and restoration to
"BOE Administration Office".
2. UNIT PRICING
- a. Remove & replace metal \$ 60.00
coping with new 24" stretchout,
24 ga. Per ten (10) foot piece.
- b. Replace deteriorated wood nailer \$ 4.00
with pressure treated, to match existing.
dimension. Per Board Foot.
- c. Remove & replace wet insulation & roof- \$ 12.00
ing, per Square Foot, in addition to base
bid quantities, credit unused portion.
- d. Remove and replace deteriorated \$ 6.00
plywood substrate, 5/8" ext. grade,
per Square Foot.
- e. Add fasteners to reattach nailer per IBC, \$ 2.00
Tek 5 or Tapcon. Per Linear Foot.
3. SUBMITTED BY: Roman C. Malone, on 12/05/2018, 2018.
4. COMPANY NAME: E. Cornell Malone Corporation

GULF COAST MEDIA

A DIVISION OF OPC NEWS, LLC
PO BOX 1677 • SUMTER, SC 29150

FOLEY 251.943.2151
The Courier – The Islander
The Onlooker
The Baldwin Times

LEGAL REP - 251-345-6805

PROOF OF PUBLICATION STATE OF ALABAMA • BALDWIN COUNTY

Before me, the undersigned authority in and for said County, in said State, personally appeared April M. Wallace who, by me duly sworn, deposes and says that: she is the Legal Representative of the following newspaper listed below, a newspaper of GENERAL CIRCULATION, PUBLISHED and PRINTED in Baldwin County, Alabama, and that there was published in The Courier, The Islander, The Onlooker, & or The Baldwin Times in the issue/s of:

11/14/2018, 11/16/2018, 11/23/2018

a legal notice, a copy of which is hereto attached. The sum charged by the Newspaper for said publication does not exceed the lowest classified rate paid by commercial customers for an advertisement of similar size and frequency in the same newspaper(s) in which the public notice appeared.

There are no agreements between the Newspaper and the officer or attorney charged with the duty of placing the attached legal advertising notices whereby any advantage, gain or profit accrued to said officer or attorney.

X Am Wallace
April M. Wallace, Legal Ad Representative

X Amber Kimbler
Amber Kimbler, Notary Public
Baldwin County, Alabama
My commission expires April 10, 2022



AMBER KIMBLER
My Commission Expires
April 10, 2022

Sworn and subscribed to on 11/23/2018.

BALDWIN COUNTY COMMISSION - LEGA

Acct#: 984131

Ad#: 292373

WG19-05

Amount of Ad: \$220.08

Legal File# WG19-05

INVITATION TO BID

STATE OF ALABAMA
COUNTY OF BALDWIN

NOTICE IS HEREBY GIVEN that the County Commission of Baldwin County, Alabama, will receive bids in the Purchasing Office on December 5, 2018 at 1:00 P.M., for Labor and Incidental Materials for Roof Restoration at the Baldwin County Board of Education Building located in Bay Minette, Alabama. Bids will be opened December 5, 2018 at 1:30 P. M., in the Purchasing Conference Room located at 257 Hand Avenue, Bay Minette, Alabama. Bids received after the December 5, 2018 at 1:00 P.M., deadline will not be considered. All times to be determined solely by the clock on the wall of the Purchasing Conference Room. For all purposes and uses herein, a bid and all required paperwork is "received" at the time and date indicated on the Purchasing Office file stamp which shall be impressed on the face of all such documents when and as presented at the Purchasing Office.

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A mandatory Pre-Bid Conference will be held at the Baldwin County Purchasing Department located at 257 Hand Avenue, Bay Minette, AL., on Wednesday, November 28, 2018 at 9:30 A.M. ALL INTERESTED BIDDERS MUST ATTEND. Contractors will not be allowed to submit a bid for this project if they or a representative of their company does not attend the Pre-Bid Conference.

Bid packages can be obtained from the website www.baldwincountyal.gov or Wanda Gautney (251) 580-2520 phone or (251) 580-2536 fax, or Sherry R. Smith (251) 580-1911, 257 Hand Ave., Annex III Building, Bay Minette, AL 36507. Ask for Bid Package #WG19-05.
November 14-16-23, 2018

RECEIVED

Accounting/S. Grant

State of Alabama,) ss
County of Mobile)

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

Press Register 11/09, 11/16, 11/23/2018

Larry Leibengood
Principal Clerk of the Publisher

Sworn to and subscribed before me this 26th day of November 2018

Juanita Depuy
Notary Public



INVITATION TO BID
STATE OF ALABAMA
COUNTY OF BALDWIN
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PRESS REGISTER
November 9, 16, 23, 2018



Baldwin County Commission

Agenda Action Form

File #: 19-0483, **Version:** 1

Item #: BE7

Meeting Type: BCC Regular Meeting

Meeting Date: 1/15/2019

Item Status: New

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

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Competitive Bid #WG19-06 - Labor and Incidental Materials for Roof Restoration at the Baldwin County Highway Barn Located in Bay Minette, Alabama

STAFF RECOMMENDATION

Award the bid to the lowest bidder for Labor and Incidental Materials for Roof Restoration at the Baldwin County Highway Barn located in Bay Minette to **Porter Roofing Contractors, Inc.** , in the **base bid amount of \$8,970.00 with a completion of thirty (30) days** and authorize the Chairman to execute the Contract. (Contract shall commence immediately upon the same date as its full execution, and shall terminate upon either the expiration of not more than thirty (30) days after the notice to proceed is given.)

BACKGROUND INFORMATION

Previous Commission action/date:

11/06/2018 meeting : 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the labor and incidental materials for the roof restoration at the Baldwin County Highway Barn located in Bay Minette; 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; and 3) Approved and authorized the Purchasing Director to issue a Purchase Order to Garland Company, Inc., in the amount of \$21,923.80 but not to exceed \$22,000.00 for the roofing materials which is being purchased off the U. S. Communities Contract.

Background: Bids were opened in the Purchasing Conference Room on December 5, 2018, at 2:00 P.M. Seven (7) bids were received. Recommend the Commission award the bid to the lowest bidder, Porter Roofing Contractors, Inc., in the base bid amount of \$8,970.00 and authorize the Chairman to execute the Contract. Bid Tabulation attached.

FINANCIAL IMPACT

Total cost of recommendation: \$8,970.00

Budget line item(s) to be used: 53111.5231

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

LEGAL IMPACT

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

Reviewed/approved by: David Conner

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: 01/08/2019

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 #WG19-06 - BID TABULATION

Labor & Incidental Materials for Roof Restoration at the BC Highway Barn

BIDDER:	Dobson Roofing	Brazos Ind.	Carters Contr.	E. Cornell Malone	Standard Roofing	Double AA Const.	Amerson Roofing	All South Subcont.	Thomas Roofing	Porter Roofing	Sunrise Contr.	Mandal's Inc.
BASE BID:	\$36,710.00	No Bid	\$126,823.61	\$32,740.00	No Bid	\$47,500.00	\$30,830.00	No Bid	No Bid	\$8,970.00	No Bid	No Bid
Perform roof restoration to "Highway Barn"												
Alabama License No.	13043		14389	41604		37758	18200			13934		
Bid Bond:	Yes		Yes	Yes		Yes	Yes			Yes		

State of Alabama)

County of Baldwin)

CONTRACT FOR PROFESSIONAL & CONSTRUCTION SERVICES

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

WITNESSETH:

Whereas, at its regular meeting on Tuesday, November 6, 2018, the COUNTY authorized staff to solicit bids for the Labor and Incidental for Roof Restoration at Baldwin County Highway Barn Located in Bay Minette, Alabama; and

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

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

- I. Definitions. The following terms shall have the following meanings:
 - A. COUNTY: Baldwin County, Alabama
 - B. COMMISSION: Baldwin County Commission
 - C. PROVIDER: Porter Roofing Contractors, Inc.

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

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

- X. Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- XI. Entire Agreement. This Contract represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by all parties.
- XII. Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XIII. Assignment. This Contract or any interest herein shall not be assigned transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIV. Ownership of Documents/Work. The COUNTY shall be the owner of all copyright or other intellectual property rights in reports, documents and deliverables produced and paid for under this Contract, and to the extent permitted by Alabama law, any such material may be reproduced and reused at the discretion of the COUNTY without payment of further consideration. PROVIDER shall not transfer, disclose, or otherwise use such information for any purpose other than in performance of the services hereunder, without the COUNTY's prior written consent, which may be withheld or granted in the sole discretion of the COUNTY.
- XV. Notice. Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER: Porter Roofing Contractors, Inc.
9057 Manchester Highway
Morrison, TN 37357
Attn: Brandon Nodine

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

XVI. Services to be Rendered. PROVIDER is retained by the COUNTY as a professionally-qualified Contractor. The general scope of work for the services shall include all the terms and Conditions of “**Competitive Bid #WG19-06**”, the same being expressly incorporated herein by reference, and without limitation will encompass:

“Competitive Bid #WG19-06 – Labor and Incidental Materials for Roof Restoration at the Baldwin County Highway Barn Located in Bay Minette, Alabama”.

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

XVII. General Responsibilities of the COUNTY.

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

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

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

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

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

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

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

XXII. Effective and Termination Dates. This Contract shall be effective and commence immediately upon the same date as its full execution, and shall terminate upon either the expiration of not more than **thirty (30) days** after the Notice to Proceed is given or upon a written notification thereof received by either party within the required ten (10) day period. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

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

XXIV. Indemnification. Provider shall indemnify, defend and hold County and its Commissioners, affiliates, employees, agents, and representatives (collectively "County") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees, for any and all personal injury (including death) and property damage of any kind or nature

whatsoever, incurred by, asserted against, or imposed upon County, as a result of or in any manner related to provision of services hereunder, or any act or omission, by Provider. Contractor shall provide the COUNTY with proof of general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration of this Contract.

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

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

COUNTY

ATTEST:

CHARLES F. GRUBER / Date
Chairman

RONALD J. CINK / Date
County Administrator/Budget Director

State of Alabama)

County of Baldwin)

I, _____ Notary Public in and for said County, in said State, hereby certify that, Charles F. Gruber, whose name as Chairman of Baldwin County Commission, and Ronald J. Cink, whose name as County Administrator/Budget Director, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Professional and Construction Services, they, as such officers and with full authority, executed same knowingly and with full authority to do so on behalf of said Commission.

Given under my hand and official seal, this the _____ day of _____, 2019.

Notary Public
My Commission Expires

PROVIDER:

Porter Roofing Contractors, Inc.

By _____ /Date
Its _____

NOTARY PAGE TO FOLLOW

State of Alabama)

County of Baldwin)

I, _____ Notary Public in and for said County and State, hereby certify that _____ as _____ of Porter Roofing Contractors, Inc., 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 Porter Roofing Contractors, Inc.

GIVEN under my hand and seal on this the _____ day of _____, 2019.

Notary Public
My Commission Expires

"ATTACHMENT A"

BID #WG19-06 RESPONSE FORM

Labor & Incidental Materials for Roof Restoration at Baldwin County Highway Barn

Date: December 5, 2018

Out of State Yes or No If yes, 62-1037198
Registration Number

Company Name: Porter Roofing Contractors, Inc.

Address: _____

9057 Manchester Highway

Morrison, TN 37357

Company Rep Brandon Nodine

(Rep. Name Typed or Printed)

Position: Project Manager

Phone: (850)203-1994

Fax: (850)203-1995

Email: brandon@porter-roofing.com

Contractor's License Number 13934

(License Issued by the Alabama State Licensing Board for General Contractors)

"ALABAMA GENERAL CONTRACTORS LICENSE NUMBER MUST BE CLEARLY LISTED ON THE OUTSIDE OF THE VENDOR BID ENVELOPE"

SECTION 00400 - BID FORM

1. BASE BID \$ 8,970.00
Perform roof restoration to "Highway
Bus Barn".
2. SUBMITTED BY: Brandon Nodine, on December 5, 2018.
3. COMPANY NAME: Porter Roofing Contractors, Inc.

GULF COAST MEDIA

A DIVISION OF OPC NEWS, LLC
PO BOX 1677 • SUMTER, SC 29150

FOLEY 251.943.2151
The Courier – The Islander
The Onlooker
The Baldwin Times

LEGAL REP - 251-345-6805

PROOF OF PUBLICATION STATE OF ALABAMA • BALDWIN COUNTY

Before me, the undersigned authority in and for said County, in said State, personally appeared April M. Wallace who, by me duly sworn, deposes and says that: she is the Legal Representative of the following newspaper listed below, a newspaper of GENERAL CIRCULATION, PUBLISHED and PRINTED in Baldwin County, Alabama, and that there was published in The Courier. The Islander. The Onlooker. & or The Baldwin Times in the issue/s of:

11/14/2018, 11/16/2018, 11/23/2018

a legal notice, a copy of which is hereto attached. The sum charged by the Newspaper for said publication does not exceed the lowest classified rate paid by commercial customers for an advertisement of similar size and frequency in the same newspaper(s) in which the public notice appeared.

There are no agreements between the Newspaper and the officer or attorney charged with the duty of placing the attached legal advertising notices whereby any advantage, gain or profit accrued to said officer or attorney.

X April M. Wallace
April M. Wallace, Legal Ad Representative

X Amber Kimbler
Amber Kimbler, Notary Public
Baldwin County, Alabama
My commission expires April 10, 2022



AMBER KIMBLER
My Commission Expires
April 10, 2022

Sworn and subscribed to on 11/23/2018.

BALDWIN COUNTY COMMISSION - LEGA

Acct#: 984131

Ad#: 292374

#WG19-06.

Amount of Ad: \$217.56

Legal File# #WG19-06.

INVITATION TO BID

STATE OF ALABAMA
COUNTY OF BALDWIN

NOTICE IS HEREBY GIVEN that the County Commission of Baldwin County, Alabama, will receive bids in the Purchasing Office on December 5, 2018 at 1:00 P.M., for Labor and Incidental Materials for Roof Restoration at the Baldwin County Highway Barn located in Bay Minette, Alabama. Bids will be opened December 5, 2018 at 2:00 P.M., in the Purchasing Conference Room located at 257 Hand Avenue, Bay Minette, Alabama. Bids received after the December 5, 2018 at 1:00 P.M., deadline will not be considered. All times to be determined solely by the clock on the wall of the Purchasing Conference Room. For all purposes and uses herein, a bid and all required paperwork is "received" at the time and date indicated on the Purchasing Office file stamp which shall be impressed on the face of all such documents when and as presented at the Purchasing Office.

PRE-BID CONFERENCE

A mandatory Pre-Bid Conference will be held at the Baldwin County Purchasing Department located at 257 Hand Avenue, Bay Minette, AL., on Wednesday, November 28, 2018 at 10:00 A.M. ALL INTERESTED BIDDERS MUST ATTEND. Contractors will not be allowed to submit a bid for this project if they or a representative of their company does not attend the Pre-Bid Conference.

Bid packages can be obtained from the website www.baldwincountyal.gov or Wanda Gautney (251) 580-2520 phone or (251) 580-2536 fax, or Sherry R. Smith (251) 580-1911, 257 Hand Ave., Annex III Building, Bay Minette, AL 36507. Ask for Bid Package #WG19-06.
November 14-16-23, 2018

Accounting/S. Grant

State of Alabama,) ss
County of Mobile)

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

Press Register 11/09, 11/16, 11/18/2018

Larry Leibengood
Principal Clerk of the Publisher

Sworn to and subscribed before me this 19th day of November 2018

Juanita Depuy
Notary Public



INVITATION TO BID
STATE OF ALABAMA
COUNTY OF BALDWIN
NOTICE IS HEREBY GIVEN that the County Commission of Baldwin County, Alabama, will receive bids in the Purchasing Office on December 5, 2018 at 1:00 P.M., for Labor and Incidental Materials for Roof Restoration at the Baldwin County Highway Barn located in Bay Minette, Alabama. Bids will be opened December 5, 2018 at 2:00 P.M., in the Purchasing Conference Room located at 257 Hand Avenue, Bay Minette, Alabama. Bids received after the December 5, 2018 at 1:00 P.M., deadline will not be considered. All times to be determined solely by the clock on the wall of the Purchasing Conference Room. For all purposes and uses herein, a bid and all required paperwork is "received" at the time and date indicated on the Purchasing Office file stamp which shall be impressed on the face of all such documents when and as presented at the Purchasing Office.

PRE-BID CONFERENCE
A mandatory Pre-Bid Conference will be held at the Baldwin County Purchasing Department located at 257 Hand Avenue, Bay Minette, AL, on Wednesday, November 28, 2018 at 10:00 A.M. ALL INTERESTED BIDDERS MUST ATTEND. Contractors will not be allowed to submit a bid for this project if they or a representative of their company does not attend the Pre-Bid Conference. Bid packages can be obtained from the website www.baldwincountyal.gov or Wanda Gautney (251) 580-2520 phone or (251) 580-2536 fax, or Sherry R. Smith (251) 580-1911, 257 Hand Ave., Annex III Building, Bay Minette, AL 36507. Ask for Bid Package #WG19-06.
PRESS REGISTER
November 9, 16, 18, 2018



Baldwin County Commission

Agenda Action Form

File #: 19-0484, **Version:** 1

Item #: BE8

Meeting Type: BCC Regular Meeting

Meeting Date: 1/15/2019

Item Status: New

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

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Competitive Bid #WG19-11 - Provision of Pavement Markers and Bituminous Adhesive for the Baldwin County Commission

STAFF RECOMMENDATION

Award Bid #WG19-11 - Provision of Pavement Markers and Bituminous Adhesive as per the attached Award Listing for each category of headings to the lowest bidders, **Vulcan Signs and Ennis-Flint, Inc.**

BACKGROUND INFORMATION

Previous Commission action/date:

12/04/18 meeting : 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the Provision of Pavement Markers and Bituminous Adhesive; 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 27, 2018 at 10:30 a.m. Two (2) bids were received. Recommend the Commission award bid for each category of headings to the lowest bidders as per the attached Award Listing. Bid Tabulation and Award Listing attached.

FINANCIAL IMPACT

Total cost of recommendation: Variable

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

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

LEGAL IMPACT

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

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 01/15/2019

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 #WG19-11 BID TABULATION

Pavement Markers and Bituminous Adhesive

BIDDER: Vulcan Signs				
	Amount Ordered Per Marker			
Class A	1-100	101-1000	1001-5000	
1-A Mono-Directional	\$2.15	\$1.95	\$1.75	
1-B Mono-Directional	\$2.15	\$1.95	\$1.75	
2-A Bi-Directional	\$2.15	\$1.95	\$1.75	
2-B Bi-Directional	\$2.15	\$1.95	\$1.75	
2-C Bi-Directional	\$2.15	\$1.95	\$1.75	
2-D Bi-Directional	\$2.15	\$1.95	\$1.75	
2-E Bi-Directional	\$2.15	\$1.95	\$1.75	
Class A-H Abraskion Resistant Lens Surface	0-100	101-1000	1001-5000	
1-A Mono-Directional	\$2.15	\$1.95	\$1.75	
1-B Mono-Directional	\$2.15	\$1.95	\$1.75	
2-A Bi-Directional	\$2.15	\$1.95	\$1.75	
2-B Bi-Directional	\$2.15	\$1.95	\$1.75	
2-C Bi-Directional	\$2.15	\$1.95	\$1.75	
2-D Bi-Directional	\$2.15	\$1.95	\$1.75	
2-E Bi-Directional	\$2.15	\$1.95	\$1.75	
Class C Temporary Markers	0-100	101-1000	1001-5000	
1-A Mono-Directional	\$2.15	\$1.95	\$1.75	
1-B Mono-Directional	\$2.15	\$1.95	\$1.75	
2-A Bi-Directional	\$2.15	\$1.95	\$1.75	
2-B Bi-Directional	\$2.15	\$1.95	\$1.75	
2-C Bi-Directional	\$2.15	\$1.95	\$1.75	
2-D Bi-Directional	\$2.15	\$1.95	\$1.75	
2-E Bi-Directional	\$2.15	\$1.95	\$1.75	
Fire Lite Hydrant Spotter-Blue Marker Class A-H	0-100	101-1000	1001-5000	
Type 2	\$3.25	\$3.15	\$2.95	

BITUMINOUS ADHESIVE (E-Bond)	Amount Ordered in Gallons			
Pavement Markers Adhesive	1/2 gal	1-20 gal	21-50 gal	51-150 gal
Epoxy & Activator set	N/A	\$88.00	\$85.00	\$82.50
Temporary Markers Adhesive	1/2 gal	1-20 gal	21-50 gal	51-150 gal
Epoxy & Activator set	N/A	\$88.00	\$85.00	\$82.50

Vulcan Signs is bidding 3m Series 290 Raised Pavement Markers

BIDDER: Ennis-Flint, Inc.				
	Amount Ordered Per Marker			
Class A	1-100	101-1000	1001-5000	
1-A Mono-Directional	\$1.20	\$1.10	\$1.00	
1-B Mono-Directional	\$1.20	\$1.10	\$1.00	
2-A Bi-Directional	\$1.20	\$1.10	\$1.00	
2-B Bi-Directional	\$1.20	\$1.10	\$1.00	
2-C Bi-Directional	\$1.20	\$1.10	\$1.00	
2-D Bi-Directional	\$1.20	\$1.10	\$1.00	
2-E Bi-Directional	\$1.20	\$1.10	\$1.00	
Class A-H Abraskion Resistant Lens Surface	0-100	101-1000	1001-5000	
1-A Mono-Directional	\$1.20	\$1.10	\$1.00	
1-B Mono-Directional	\$1.20	\$1.10	\$1.00	
2-A Bi-Directional	\$1.20	\$1.10	\$1.00	
2-B Bi-Directional	\$1.20	\$1.10	\$1.00	
2-C Bi-Directional	\$1.20	\$1.10	\$1.00	
2-D Bi-Directional	\$1.20	\$1.10	\$1.00	
2-E Bi-Directional	\$1.20	\$1.10	\$1.00	
Class C Temporary Markers	0-100	101-1000	1001-5000	
1-A Mono-Directional	No Bid	No Bid	No Bid	
1-B Mono-Directional	No Bid	No Bid	No Bid	
2-A Bi-Directional	No Bid	No Bid	No Bid	
2-B Bi-Directional	No Bid	No Bid	No Bid	
2-C Bi-Directional	No Bid	No Bid	No Bid	
2-D Bi-Directional	No Bid	No Bid	No Bid	
2-E Bi-Directional	No Bid	No Bid	No Bid	
Fire Lite Hydrant Spotter-Blue Marker Class A-H	0-100	101-1000	1001-5000	
Type 2	No Bid	No Bid	No Bid	

BITUMINOUS ADHESIVE	Amount Ordered in Gallons			
Pavement Markers Adhesive	1/2 gal	1-20 gal	21-50 gal	51-150 gal
	No Bid	No Bid	No Bid	No Bid
Temporary Markers Adhesive	1/2 gal	1-20 gal	21-50 gal	51-150 gal
	No Bid	No Bid	No Bid	No Bid

COMPETITIVE BID #WG19-11 Award Listing

Pavement Markers and Bituminous Adhesive

Effective January 15, 2019 through January 15, 2020

BIDDER: Vulcan Signs			
	Amount Ordered Per Marker		
Class C Temporary Markers	0-100	101-1000	1001-5000
1-A Mono-Directional	\$2.15	\$1.95	\$1.75
1-B Mono-Directional	\$2.15	\$1.95	\$1.75
2-A Bi-Directional	\$2.15	\$1.95	\$1.75
2-B Bi-Directional	\$2.15	\$1.95	\$1.75
2-C Bi-Directional	\$2.15	\$1.95	\$1.75
2-D Bi-Directional	\$2.15	\$1.95	\$1.75
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Fire Lite Hydrant Spotter-Blue Marker Class A-H	0-100	101-1000	1001-5000
Type 2	\$3.25	\$3.15	\$2.95

BITUMINOUS ADHESIVE (E-Bond)	Amount Ordered in Gallons			
Pavement Markers Adhesive	1/2 gal	1-20 gal	21-50 gal	51-150 gal
Epoxy & Activator set	N/A	\$88.00	\$85.00	\$82.50
Temporary Markers Adhesive	1/2 gal	1-20 gal	21-50 gal	51-150 gal
Epoxy & Activator set	N/A	\$88.00	\$85.00	\$82.50

Vulcan Signs is bidding 3m Series 290 Raised Pavement Markers

Vendor:

Vulcan Signs

Attn: David Beviacqua

Phone: 800-633-6845

Fax: 251-943-1544

Email: vulcan3@vulcaninc.com

BIDDER: Ennis-Flint, Inc.			
	Amount Ordered Per Marker		
Class A	1-100	101-1000	1001-5000
1-A Mono-Directional	\$1.20	\$1.10	\$1.00
1-B Mono-Directional	\$1.20	\$1.10	\$1.00
2-A Bi-Directional	\$1.20	\$1.10	\$1.00
2-B Bi-Directional	\$1.20	\$1.10	\$1.00
2-C Bi-Directional	\$1.20	\$1.10	\$1.00
2-D Bi-Directional	\$1.20	\$1.10	\$1.00
2-E Bi-Directional	\$1.20	\$1.10	\$1.00
Class A-H Abraskion Resistant Lens Surface	0-100	101-1000	1001-5000
1-A Mono-Directional	\$1.20	\$1.10	\$1.00
1-B Mono-Directional	\$1.20	\$1.10	\$1.00
2-A Bi-Directional	\$1.20	\$1.10	\$1.00
2-B Bi-Directional	\$1.20	\$1.10	\$1.00
2-C Bi-Directional	\$1.20	\$1.10	\$1.00
2-D Bi-Directional	\$1.20	\$1.10	\$1.00
2-E Bi-Directional	\$1.20	\$1.10	\$1.00

Vendor:

Ennis-Flint, Inc.

4161 Piedmont Parkway, Ste. 370

Greensboro, NC 27410

Attn: Zina Brooks

Phone: 336-881-8118

Fax: 336-218-6746

Email: contracts@ennisflint.com



Baldwin County Commission

Agenda Action Form

File #: 19-0485, **Version:** 1

Item #: BE9

Meeting Type: BCC Regular Meeting
Meeting Date: 1/15/2019
Item Status: New
From: Wanda Gautney, Purchasing Director
Submitted by: Wanda Gautney

ITEM TITLE

Competitive Bid #WG19-12 - Provision of Janitorial Services for the Baldwin County Commission

STAFF RECOMMENDATION

Award the bid to the lowest bidders, **Enmon Enterprises, LLC, d/b/a Jani-King of Mobile and TTB Inc., d/b/a Service Master Action Cleaning, Jazzy Clean Janitorial** for the Provision of Janitorial Services as per the attached Award Listing.

BACKGROUND INFORMATION

Previous Commission action/date:

12/18/18 meeting : 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the Provision of Janitorial Services for the Baldwin County Commission 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 January 2, 2019 at 1:30 p.m. Three (3) bids were received. Recommend the Commission award the bid to the lowest bidders, **Enmon Enterprises, LLC, d/b/a Jani-King of Mobile and TTB Inc., d/b/a Service Master Action Cleaning, Jazzy Clean Janitorial** for the Provision of Janitorial Services as per the attached Award Listing. Bid Tabulation attached for review.

FINANCIAL IMPACT

Total cost of recommendation: Variable

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

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

LEGAL IMPACT

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

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 01/15/2019

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 #WG19-12 Award Listing

JANITORIAL SERVICES

Effective Date: 01/15/2019 through 01/15/2022

	BIDDER	BIDDER	BIDDER
LOCATION	Jani-King	Service Master	Jazzy Clean
Bid Bond	Yes	Yes	Yes
Per/Month			
Criminal Investigation Division -Rdale		\$498.00	
Law Enforcement Support Serv - Rdale	\$133.67		
Law Enforcement Maintenance - Rdale	\$303.79		
BRATS Agency-Robertsdale			\$506.64
Silverhill Barn & Maintenance Division	\$307.29		
Park Building- Silverhill	\$207.96		
Foley Hwy	\$346.45		
Bay Minette Hwy	\$259.07		
Per/Day			
Criminal Investigation Division -Rdale	\$59.75	\$38.31	
Law Enforcement Support Serv - Rdale	\$10.28		
Law Enforcement Maintenance - Rdale	\$23.34		
BRATS Agency-Robertsdale			\$42.22
Silverill Barn & Maintenance Division	\$23.64		
Parks Building- Silverhill	\$24.00		
Foley Highway	\$39.98		
Bay Minette Hwy	\$29.89		

**COMPETITIVE BID #WG19-12 BID TABULATION
JANITORIAL SERVICES**

	BIDDER	BIDDER	BIDDER
LOCATION	Jani-King	Service Master	Jazzy Clean
Bid Bond	Yes	Yes	Yes
Per/Month			
Criminal Investigation Division -Rdale	\$776.79	\$498.00	No Bid
Law Enforcement Support Serv - Rdale	\$133.67	\$381.00	No Bid
Law Enforcement Maintenance - Rdale	\$303.79	\$411.00	No Bid
BRATS Agency-Robertsdale	\$572.69	\$585.00	\$506.64
Silverhill Barn & Maintenance Division	\$307.29	\$471.00	\$485.98
Park Building- Silverhill	\$207.96	\$295.00	\$318.39
Foley Hwy	\$346.45	\$395.00	No Bid
Bay Minette Hwy	\$259.07	\$298.00	No Bid
Per/Day			
Criminal Investigation Division -Rdale	\$59.75	\$38.31	No Bid
Law Enforcement Support Serv - Rdale	\$10.28	\$29.31	No Bid
Law Enforcement Maintenance - Rdale	\$23.34	\$31.62	No Bid
BRATS Agency-Robertsdale	\$44.05	\$45.00	\$42.22
Silverill Barn & Maintenance Division	\$23.64	\$36.23	\$40.50
Parks Building- Silverhill	\$24.00	\$34.04	\$26.53
Foley Highway	\$39.98	\$45.58	No Bid
Bay Minette Hwy	\$29.89	\$34.39	No Bid

Note:



Baldwin County Commission

Agenda Action Form

File #: 19-0486, **Version:** 1

Item #: BE10

Meeting Type: BCC Regular Meeting

Meeting Date: 1/15/2019

Item Status: New

From: Wanda Gautney, Purchasing Director/Chief Anthony Lowery/Steve Stewart

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Competitive Bid #WG19-17 - Provision of Police Vehicle Equipment for the Baldwin County Commission

STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the specifications and authorize the Purchasing Director to place a competitive bid for the Provision of Police Vehicle Equipment for the Baldwin County Commission; and
- 2) Further, authorize the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: This is an annual bid for the purchase of police vehicle equipment for new police pursuit vehicles that are being purchased by the Sheriff's Department for FY19. Recommend the Commission approve the specifications and authorize the Purchasing Director to place a competitive bid.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 01/15/2019

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 #WG19-17 SPECIFICATIONS

These specifications shall be construed as minimum. Should manufacturer's current published data or specifications exceed these, such standards shall be considered minimum and furnished. All integral parts not specifically mentioned in the scope of these specifications that are necessary to provide a complete working unit shall be furnished.

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

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

Award will be to the lowest responsible bidder meeting specifications. It is not the policy of the Baldwin County Commission to purchase on the basis of low bid only. Quality, conformity with specifications, purchase for which required, terms of delivery, finance package, resale value of equipment, and fast service and experience are among the factors that will be considered in determining the responsive bidder.

BID RESPONSE FORM:

Each supplier should use the Response Form provided for their bid. All warranties and exceptions are to be attached to the back of the Response Form. The bid Guarantee should be attached to the front of the Response Form. **All exceptions must be listed and attached to the bid response form.**

AWARD

The intent of the County is to award bid to one vendor.

Award will be to the lowest responsible bidder meeting specifications. It is not the policy of the Baldwin County Commission to purchase on the basis of low bid only. Quality, conformity with specifications, purchase for which required, terms of delivery, finance package, resale value of equipment, and fast service and experience are among the factors that will be considered in determining the responsive bidder.

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 (2020 and 2021), in twelve (12) month increments. Any successive extension must have written approval of both the County and Vendor no later than 30 days prior to expiration of the previous 12-month period. The prices for 2019 shall also apply to the extension period(s).

WARRANTY:

Bidders shall submit a copy of the manufacturer's standard warranty along with a complete explanation of the warranty with their bid.

DELIVERY

Delivery shall be made within **thirty (30)** days after receipt of order. Lead time shall be designated on the Bid Response Form. Delivery shall be to the Baldwin County Sheriff's Department, 18126 County Road 54, Robertsdale, AL., 36567. Delivery shall be set up with Steve Stewart at (251) 331-7127.

EQUIPMENT SPECIFICATIONS

PK0228TAH15SCA SMC 10VS C2 RECESSED PANEL COATED POLY WINDOW SECURITY 2015+ TAHOE

PK0123TAH152ND SMC 12VS EXP METAL CARGO PARTITION 2015+ TAHOE

WK0514TAH SMC WINDOW BARRIER VS STEEL VERTICAL 2015+ TAHOE

BK0534TAH15 SMC PB400- PUSH BUMPER 2015+ TAHOE

PK0228ITU12SCA SMC 10S-RP PARTITION - CTD POLY W/POLY COVER – PIUT

PK0123ITU122ND SMC 12-VS EXP MTL CARGO BARRIER 2012+ FORD PIUT

WK514ITU12 SMC VERTICAL STEEL WINDOW BARS FOR 2013+ FORD PIUT

BK0534ITU16 SMC PB400 ALUMINUM PUSH BUMPER 2016+ PIUT

PK0228FDT15F150 SMC #10VS C2 Recessed Panel Coated Polycarbonate FORD F150

WK0514FDT15F150H SMC Window Barrier Steel Horizontal 2015+ Ford F150

BK0534FDT15F150 Setina PB400 Aluminum Push Bumper 2015+ Ford F150

EMPS2SMS4M SOI MPOWER FASCIA 4"12-LED SCREW MNT BLUE/AMBER

ENFWB8-AB SOI INTERIOR LED LIGHT BAR 8 MODULES 2018+ FORD F250

ENFTCDGS1208 SOI NFORCE 8 MOD INT. TRAFFIC CONTROLLER 2018+ FORD F250

WEC-P46SLC LED SPOTLIGHT

WEC-VTX609 Whelen Omni Vertex Directional Lighthouse 9' Cable

D6BBBBBB WEC 6 LED DOMINATOR - ALL LEDS TO BE BLUE

WEC-295SLSA6 Whelen 100/200W Scan-Lock Self-Contained Siren/Switch

SA315P Whelen 100W Compact Black Composite 122DB Speaker

MKEZ93 WEC 2015 TAHOE STRAP KIT

MKEA94WEC EXTENDED ADJ MOUNT KIT#94

MKEZ83 WEC LIGHTBAR STRAP KIT- 2013+ FORD PIUT

OELS45 WEC 2 PC 6 LAMP OUTER EDGE UPPER MOUNT 2015+ TAHOE

MISC WEC OELS34 FORD PIUT

IE45UR8 WEC 2015+ TAHOE UPPER REAR HOUSING FOR 6 OR 8 MODULES

IE34UR8 WEC 6/8 LT UPPER HSG EXPLORER

WEC I2SME SURFACE MOUNT ION BLUE/WHITE

WEC LEGACY 48" LIGHT BAR WITH ALLEYS AND TAKEDOWNS IN DUO COLOR:
FRONT: BLUE/WHITE, REAR: BLUE/AMBER *54" FOR F150 AND *48" FOR TAHOE

WEC H/L & T/L FLASHER

WEC CANTROL BOX WITH OBD2 PLUG IN AND CANTL6 CONTROL HEAD

D&R CONSOLE SCR14RS

D&R CONSOLE PLATE & FEET KIT 905-0130A

D&R TRIPLE OUTLET 12 VOLT CA-01035

D&R ARMREST CA-0115

D&R CONSOLE FACEPLATES FOR WEC295SLSA6 02.0172

D&R LT5200 LAPTOP MOUNT

D&R UNIVERSAL LAPTOP TRAY 907-0039

D&R SPACE PLATE FOR CONSOLE ALL SIZES

MAGNETIC MICROPHONE HANGERS MMSU1

SETINA GUN RACK LOCKING SYSTEM GK11191B1SHKSVSC SHOTGUN LOCK AND BLACK RAC
MOUNT

WEC ALL WHELEN INNER EDGE AND OUTER EDGE AND REAR PILLAR LIGHTS BLUE

HG2 RUNNERS WITH CONTROLLER 62 INCH

WHELEN TRAFFIC ADVISOR FRONT LOAD DUO BLUE/AMBER TADF8

WEC MICRON IN BLUE, WHITE AND DUO BLUE/WHITE

PLEASE TAKE NOTE TO THE FOLLOWING STIPULATION:

ALL ITEMS LISTED THAT ARE VEHICLE SPECIFIC SHOULD BE PRICED TO FIT THE FOLLOWING VEHICLES:

2019 FORD INTERCEPTOR UTILITY

2019 CHEVROLET TAHOE PPV

2019 FORD F150 RESPONDER

2019 FORD INTERCEPTOR SEDAN

Equipment will be installed by the Sheriff's Office Electronics Shop

BID #WG19-17 RESPONSE FORM

Provision of Police Vehicle Equipment

Page 1 of 5

Date: _____

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

Company Name: _____

Address: _____

Company Rep _____

(Rep. Name Typed or Printed)

Position: _____

Phone: _____

Fax: _____

Email: _____

Financing through another agency beside yourself Yes or No

If yes, must attach a copy of the financing agreement and all conditions to this response from.

Financing Agency Authorized Signature

Brochures showing the equipment offered shall be attached to this Response Form.
All exceptions must be listed and attached to the bid response form.

BID #WG19-17 RESPONSE FORM

Provision of Police Vehicle Equipment

Page 2 of 5

PK0228TAH15SCA SMC 10VS C2 RECESSED PANEL COATED POLY WINDOW SECURITY 2015+ TAHOE

Model: _____
Amount Bid: _____ each

PK0123TAH152ND SMC 12VS EXP METAL CARGO PARTITION 2015+ TAHOE

Model: _____
Amount Bid: _____ each

WK0514TAH SMC WINDOW BARRIER VS STEEL VERTICAL 2015+ TAHOE

Model: _____
Amount Bid: _____ each

BK0534TAH15 SMC PB400- PUSH BUMPER 2015+ TAHOE

Model: _____
Amount Bid: _____ each

PK0228ITU12SCA SMC 10S-RP PARTITION - CTD POLY W/POLY COVER – PIUT

Model: _____
Amount Bid: _____ each

PK0123ITU122ND SMC 12-VS EXP MTL CARGO BARRIER 2012+ FORD PIUT

Model: _____
Amount Bid: _____ each

WK514ITU12 SMC VERTICAL STEEL WINDOW BARS FOR 2013+ FORD PIUT

Model: _____
Amount Bid: _____ each

BK0534ITU16 SMC PB400 ALUMINUM PUSH BUMPER 2016+ PIUT

Model: _____
Amount Bid: _____ each

PK0228FDT15F150 SMC #10VS C2 Recessed Panel Coated Polycarbonate FORD F150

Model: _____
Amount Bid: _____ each

WK0514FDT15F150H SMC Window Barrier Steel Horizontal 2015+ Ford F150

Model: _____
Amount Bid: _____ each

BK0534FDT15F150 Setina PB400 Aluminum Push Bumper 2015+ Ford F150

Model: _____
Amount Bid: _____ each

BID #WG19-17 RESPONSE FORM

Provision of Police Vehicle Equipment

Page 3 of 5

EMPS2SMS4M SOI MPOWER FASCIA 4"12-LED SCREW MNT BLUE/AMBER

Model: _____

Amount Bid: _____ each

ENFWB8-AB SOI INTERIOR LED LIGHT BAR 8 MODULES 2018+ FORD F250

Model: _____

Amount Bid: _____ each

ENFTCDGS1208 SOI NFORCE 8 MOD INT. TRAFFIC CONTROLLER 2018+ FORD F250

Model: _____

Amount Bid: _____ each

WEC-P46SLC LED SPOTLIGHT

Model: _____

Amount Bid: _____ each

WEC-VTX609 Whelen Omni Vertex Directional Lighthouse 9' Cable

Model: _____

Amount Bid: _____ each

D6BBBBBB WEC 6 LED DOMINATOR - ALL LEDS TO BE BLUE

Model: _____

Amount Bid: _____ each

WEC-295SLSA6 Whelen 100/200W Scan-Lock Self-Contained Siren/Switch

Model: _____

Amount Bid: _____ each

SA315P Whelen 100W Compact Black Composite 122DB Speaker

Model: _____

Amount Bid: _____ each

MKEZ93 WEC 2015 TAHOE STRAP KIT

Model: _____

Amount Bid: _____ each

MKEA94WEC EXTENDED ADJ MOUNT KIT#94

Model: _____

Amount Bid: _____ each

MKEZ83 WEC LIGHTBAR STRAP KIT- 2013+ FORD PIUT

Model: _____

Amount Bid: _____ each

BID #WG19-17 RESPONSE FORM

Provision of Police Vehicle Equipment

Page 4 of 5

OELS45 WEC 2 PC 6 LAMP OUTER EDGE UPPER MOUNT 2015+ TAHOE

Model: _____
Amount Bid: _____ each

MISC WEC OELS34 FORD PIUT

Model: _____
Amount Bid: _____ each

IE45UR8 WEC 2015+ TAHOE UPPER REAR HOUSING FOR 6 OR 8 MODULES

Model: _____
Amount Bid: _____ each

IE34UR8 WEC 6/8 LT UPPER HSG EXPLORER

Model: _____
Amount Bid: _____ each

WEC I2SME SURFACE MOUNT ION BLUE/WHITE

Model: _____
Amount Bid: _____ each

WEC LEGACY 48" LIGHT BAR WITH ALLEYS AND TAKEDOWNS IN DUO COLOR:
FRONT: BLUE/WHITE, REAR: BLUE/AMBER *54" FOR F150 AND *48" FOR TAHOE

Model: _____
Amount Bid: _____ each

WEC H/L & T/L FLASHER

Model: _____
Amount Bid: _____ each

WEC CANTROL BOX WITH OBD2 PLUG IN AND CANTL6 CONTROL HEAD

Model: _____
Amount Bid: _____ each

D&R CONSOLE SCR14RS

Model: _____
Amount Bid: _____ each

D&R CONSOLE PLATE & FEET KIT 905-0130A

Model: _____
Amount Bid: _____ each

D&R TRIPLE OUTLET 12 VOLT CA-01035

Model: _____
Amount Bid: _____ each

BID #WG19-17 RESPONSE FORM

Provision of Police Vehicle Equipment

Page 5 of 5

D&R ARMREST CA-0115

Model: _____
Amount Bid: _____ each

D&R CONSOLE FACEPLATES FOR WEC295SLSA6 02.0172

Model: _____
Amount Bid: _____ each

D&R LT5200 LAPTOP MOUNT

Model: _____
Amount Bid: _____ each

D&R UNIVERSAL LAPTOP TRAY 907-0039

Model: _____
Amount Bid: _____ each

D&R SPACE PLATE FOR CONSOLE ALL SIZES

Model: _____
Amount Bid: _____ each

MAGNETIC MICROPHONE HANGERS MMSU1

Model: _____
Amount Bid: _____ each

SETINA GUN RACK LOCKING SYSTEM GK11191B1SHKSVSC SHOTGUN LOCK AND BLACK RAC MOUNT

Model: _____
Amount Bid: _____ each

WEC ALL WHELEN INNER EDGE AND OUTER EDGE AND REAR PILLAR LIGHTS BLUE

Model: _____
Amount Bid: _____ each

HG2 RUNNERS WITH CONTROLLER 62 INCH

Model: _____
Amount Bid: _____ each

WHELEN TRAFFIC ADVISOR FRONT LOAD DUO BLUE/AMBER TADF8

Model: _____
Amount Bid: _____ each

WEC MICRON IN BLUE, WHITE AND DUO BLUE/WHITE

Model: _____
Amount Bid: _____ each



Baldwin County Commission

Agenda Action Form

File #: 19-0487, **Version:** 1

Item #: BE11

Meeting Type: BCC Regular Meeting

Meeting Date: 1/15/2019

Item Status: New

From: Wanda Gautney, Purchasing Director/Chief Anthony Lowery/Steve Stewart

Submitted by: Wanda Gautney

ITEM TITLE

Competitive Bid #WG19-18 - Provision of Police Vehicle Accessories for the Baldwin County Commission

STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the specifications and authorize the Purchasing Director to place a competitive bid for the Provision of Police Vehicle Accessories for the Baldwin County Commission; and
- 2) Further, authorize the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: This is an annual bid for the purchase of police vehicle accessories for new police pursuit vehicles that is being purchased by the Sheriff's Department for FY19. Recommend the Commission approve the specifications and authorize the Purchasing Director to place a competitive bid.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 01/15/2019

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 #WG19-18 SPECIFICATIONS

These specifications shall be construed as minimum. Should manufacturer's current published data or specifications exceed these, such standards shall be considered minimum and furnished. All integral parts not specifically mentioned in the scope of these specifications that are necessary to provide a complete working unit shall be furnished.

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

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

Award will be to the lowest responsible bidder meeting specifications. It is not the policy of the Baldwin County Commission to purchase on the basis of low bid only. Quality, conformity with specifications, purchase for which required, terms of delivery, finance package, resale value of equipment, and fast service and experience are among the factors that will be considered in determining the responsive bidder.

BID RESPONSE FORM:

Each supplier should use the Response Form provided for their bid. All warranties and exceptions are to be attached to the back of the Response Form. The bid Guarantee should be attached to the front of the Response Form. **All exceptions must be listed and attached to the bid response form.**

Prices bid shall be firm for a twelve (12) month period beginning on the day of the award. It is the County's intent to award the bid to lowest responsible bidder by Group.

WARRANTY:

Bidders shall submit a copy of the manufacturer's standard warranty along with a complete explanation of the warranty with their bid.

DELIVERY

Delivery shall be made within **thirty (30)** days after receipt of order. Lead time shall be designated on the Bid Response Form. Delivery shall be to the Baldwin County Sheriff's Department, 18126 County Road 54, Robertsdale, AL., 36567. Delivery shall be set up with Steve Stewart at (251) 331-7127.

Vehicle Accessories

GROUP #1

SPRAY IN BEDLINERS FOR PICKUP TRUCKS

5.5-foot regular bed

6.5-foot regular bed

8-foot regular bed

6.5-foot utility bed

8-foot utility bed

ECCO EW3225 25 INCH ECCO LED BAR

BETTER BUILT SEC 70-INCH-DEEP SINGLE LID CROSSOVER 79010901
BETTER BUILT SEC 72-INCH-DEEP SINGLE LID CROSSOVER 79010902
RIGID LED POD LIGHT 50231 IN PAIRS
DECKED LOCKABLE TRUCK STORAGE FULL BED UNIT PART DF-4
TONNEAU COVER: TRI FOLD NON- LOCKABLE; BLACK

GROUP #2

RAM COMPUTER MOUNTS FOR:

2019 FORD 150

2019 FORD EXPLORER AND INTERCEPTOR UTILITY

2019 CHEVROLET TAHOE

BROTHER POCKETJET 762 IN CAR PRINTER WITH BLUETOOTH

RAM PLASTIC PRINTER MOUNT

E-SEEK M-260 CARD READER AND CABLE

DESKTOP FUJITSU F17030 OR CURRENT MODEL

BID #WG19-18 RESPONSE FORM

Provision of Police Vehicle Accessories

Page 1 of 3

Date: _____

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

Company Name: _____

Address: _____

Company Rep _____

(Rep. Name Typed or Printed)

Position: _____

Phone: _____

Fax: _____

Email: _____

Financing through another agency beside yourself Yes or No

If yes, must attach a copy of the financing agreement and all conditions to this response from.

Financing Agency Authorized Signature

Brochures showing the equipment offered shall be attached to this Response Form.
All exceptions must be listed and attached to the bid response form.

BID #WG19-18 RESPONSE FORM
Provision of Police Vehicle Equipment
Page 2 of 3

GROUP #1

SPRAY IN BEDLINERS FOR PICKUP TRUCKS

Model: _____
Amount Bid: _____ each

ECCO EW3225 25 INCH ECCO LED BAR

Model: _____
Amount Bid: _____ each

BETTER BUILT SEC 70-INCH-DEEP SINGLE LID CROSSOVER 79010901

Model: _____
Amount Bid: _____ each

BETTER BUILT SEC 72-INCH-DEEP SINGLE LID CROSSOVER 79010902

Model: _____
Amount Bid: _____ each

RIGID LED POD LIGHT 50231 IN PAIRS

Model: _____
Amount Bid: _____ each

DECKED LOCKABLE TRUCK STORAGE FULL BED UNIT PAR DF-4 TONNEAU
COVER

Model: _____
Amount Bid: _____ each

TRIFOLD NON-LOCKABLE; BLACK

Model: _____
Amount Bid: _____ each

GROUP #2

RAM COMPUTER MOUNTS

Model: _____
Amount Bid: _____ each

BROTHER POCKETJET 762 IN CAR PRINTER WITH BLUETOOTH

Model: _____
Amount Bid: _____ each

RAM PLASTIC PRINTER MOUNT

Model: _____
Amount Bid: _____ each

BID #WG19-18 RESPONSE FORM
Provision of Police Vehicle Equipment
Page 3 of 3

E-SEEK M-260 CARD READER AND CABLE

Model: _____
Amount Bid: _____ each

DESKTOP FUJITSU F17030 OR CURRENT MODEL

Model: _____
Amount Bid: _____ each



Baldwin County Commission

Agenda Action Form

File #: 19-0488, **Version:** 1

Item #: BE12

Meeting Type: BCC Regular Meeting

Meeting Date: 1/15/2019

Item Status: New

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

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Competitive Bid #WG19-19 - Provision of Cooked Meals for the Baldwin County Solid Waste Department

STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the specifications and authorize the Purchasing Director to place a competitive bid for the Provision of Cooked Meals for the Baldwin County Solid Waste Department; and
- 2) Further, authorize the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: This is an annual bid. Recommend the Commission approve the specifications and authorize the Purchasing Director to place a competitive bid.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

N/A

LEGAL IMPACT

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

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 01/15/2019

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 #WG19-19 SPECIFICATIONS

Baldwin County desires bids for the provision of cooked meals to be provided to inmates working for the Baldwin County Solid Waste Department or any other County Departments that are deemed necessary. All prices shall be firm for the period the bid award is in effect.

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.

Bidders shall give a price per meal per day as indicated on the Bid Response Form. The price bid shall include all applicable charges, to include but not limited to handling, packaging, services charges, and any other billable charges not specifically listed.

BID RESPONSE FORM:

Each supplier should use the Response Form provided for their bid. All warranties and exceptions are to be attached to the back of the Response Form.

CONTRACT PERIOD:

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

Purchase Orders will be issued monthly for the meals.

LOCATIONS:

The following are locations of vendor establishments that will be considered:

1. Within Foley, Alabama City Limits
2. Within Robertsedale, Alabama City Limits
3. Within Loxley, Alabama City Limits
4. Within Bay Minette, Alabama City Limits
5. Within Fairhope, Alabama City Limits

Vendors may bid multiple locations if vendor establishments are in locations being bid.

Meals will be picked up directly from Vender locations Monday through Friday except on County holidays. Vendor must be capable of preparing meals as ordered on a daily basis.

VENDOR INVOICING INSTRUCTIONS:

In order to ensure prompt payment, ALL ORIGINAL INVOICES * MUST BE SENT TO:

Baldwin County Solid Waste Department
15140 County Road 49
Summerdale, AL 36580

PRE-PAYMENT:

No pre-payments of any kind will be made.

TAX:

Baldwin County is exempt from all tax. Provided however, bidder shall be responsible for payment of all sales, use, lease ad valorem and any other tax that may be levied or assessed by reason of this transaction.

HOLD HARMLESS PROVISION

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

GENERAL

The Baldwin County Commission expressly reserves the right to reject any or all bids, or parts of bids, and to make the award or awards as the best interest of the County appears.

Meals will consist of one (1) entre that will be a meat or a prepared item such as lasagna, spaghetti, or casserole and two (2) sides typically vegetables, and a piece of bread.

Meals will be contained in a sectioned covered plate typical of carry out meals.

BID #WG19-19 RESPONSE FORM

Provision of Cooked Meals

Page 1 of 2

Date: _____

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

Company Name: _____

Address: _____

Company Rep _____
(Rep. Name Typed or Printed)

Position: _____

Phone: _____

Fax: _____

Email: _____

Financing through another agency beside yourself Yes or No

If yes, must attach a copy of the financing agreement and all conditions to this response from.

Financing Agency Authorized Signature

BID #WG19-19 RESPONSE FORM

Provision of Cooked Meals

Page 2 of 2

MEAL BID PRICES:

<u>Location:</u>	<u>Price per Meal per day:</u>
1. Within Foley, Alabama City Limits	\$_____ each per day
2. Within Robertsedale, Alabama City Limits	\$_____ each per day
3. Within Loxley, Alabama City Limits	\$_____ each per day
4. Within Bay Minette, Alabama City Limits	\$_____ each per day
5. Within Fairhope, Alabama City Limits	\$_____ each per day



Baldwin County Commission

Agenda Action Form

File #: 19-0489, **Version:** 1

Item #: BE13

Meeting Type: BCC Regular Meeting
Meeting Date: 1/15/2019
Item Status: New
From: Wanda Gautney, Purchasing Director
Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Competitive Bid #WG19-20 - Provision of Rental Equipment for the Baldwin County Commission

STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the specifications and authorize the Purchasing Director to place a competitive bid for the Provision of Rental Equipment; and
- 2) Further, authorize the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: This is an annual bid. Recommend the Commission approve the specifications and authorize the Purchasing Director to place a competitive bid for the Provision of Rental Equipment for the Baldwin County Commission.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

N/A

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: 01/15/2019

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 #WG19-20 SPECIFICATIONS

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

Bidder shall give a daily, weekly and monthly rental rate as indicated on the Bid Response Form. The rate shall include all applicable charges, to include but not limited to delivery, maintenance, etc., however, equipment will be covered under Baldwin County's Insurance while in the County's possession. There shall be no overtime charges.

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

The bid price will be firm for one (1) calendar year period, to begin on the day of the bid award.

Equipment offered can be new or used, but it must be in good operating condition and have a maximum of 3000 operating hours unless otherwise approved by Baldwin County. Equipment shall meet all state and federal safety regulations.

In the event of breakdown the equipment must be repaired or replaced immediately. If the equipment cannot be repaired within an eight (8) hour period then the Supplier will replace the equipment. All maintenance of equipment and equipment repairs (i.e. hoses, bucket teeth, blades, routine servicing, etc.) shall be included as subsidiary items in bid price. Repair damages caused by negligence or equipment misuse will be addressed individually with supplier on a case by case basis.

Baldwin County will terminate rental with one (1) day written notice to supplier. If the rental is terminated during the month then the rate will be prorated by the day or week. **NOTE:** Month is designated as thirty (30) days. Rental paperwork must be presented to the Purchasing Officer the same day as delivery of the unit.

AWARD

In the event the awarded bidder is not open for business or cannot provide the equipment needed then the secondary awarded bidder will become the prime supplier of the equipment for the day.

DELIVERY

Delivery or pickup shall be as soon as possible but not more than twenty-four (24) hours after receipt of order. Delivery will be to the following locations: Bay Minette Highway Barn, Silverhill Highway Barn, Foley Highway Barn, Bay Minette Transfer Station, MacBride Inert Landfill-Loxley, Magnolia Landfill, Bay Minette Building Maintenance Shop, Baldwin County Corrections Center.

LIST OF EQUIPMENT

Pumps

6 in. Diesel Powered Hydraulic Pump with 100 ft. suction hose and 200 ft. discharge hose

2 in. Electric Submerge Pump with 200 ft. hose

Mud Pump - Portable with wheels & handle, (wheeled transport dolly)

Handle liquids with solids up to 3/8" diameter

Minimum of 3.5 HP

Complete with all strainers, hoses, etc.

Grinders

12 ft. Wood Grinder with **Operator**-Powered by Diesel, Minimum Reach of 27' w/capabilities of lifting 5000 lbs.

Tub Grinder - List various sizes available w/price

Chipper

Bandit Model 1890 Wood Chipper or equivalent

Burner

Curtain Burner/30 foot

Generator

3500-Watt Honda Generator or equivalent

Light

Diesel Powered Light Plants w/four 1000-watt Metal Halide Flood Lights

Air Compressor

285 CFM Diesel Powered Air Compressor with 100 ft. of 1 in. air hoses or equivalent

Welding Machine

Gas Powered Portable Welding Machine - Medium Duty

Lifts

40 ft. Towable Bucket Lift

Toyota Model 7FGU25 Forklift

Scissor Lift

Trenchers

Trencher - List various sizes available w/price

Boring Machines

Horizontal Directional Boring Machine - List various sizes available w/price

Trucks

Diesel Powered Knuckle Boom Truck-8'wide 18' Long 24 CU Yard with Barn Door Tailgate
Boom Rotation 280 Degree by Hydraulic Motor

Mack Tri-Axle 21 Yard Dump Truck or equivalent

Freightliner Single Axle 8 Yard Dump Truck or equivalent

Mack Tandem Axle 14 Yard Dump Truck or equivalent

Volvo A25D -25-ton 6x6 Articulated Off Road Truck or equal

Freightliner M2 106 with 10ft Dump Bed or equivalent

Loaders

938K Rubber Tire Loader with 4-way bucket w/2.5 CU Yard Multipurpose Bucket or equivalent

Cat 966K Frontend Loader or equivalent

Caterpillar 963D Track Loader with multipurpose bucket or equal

Compact Track Loader Bobcat T870 with high capacity Hydraulic Pump used for our forestry cutter and asphalt grinder

Bobcat T870 attachments

Excavators

Cat 336E Excavator with Thumb and A/C or equivalent

Cat 329E Excavator with Thumb and A/C or equivalent

Cat 324E Excavator with Thumb and A/C or equivalent

Cat 318 Rubber Tire Excavator or equivalent

XL4100 Gradall or equivalent

Cat 329 Long Reach Excavator with A/C or equivalent with 60 ft. Reach

Ditch Cleaning Bucket for Excavator

CAT 349 Excavator

Motor Graders

Cat 12M3 Motor Grader or equivalent

Cat 12M3 Motor Grader with Front Blade or equivalent

Cat 140 M Motor Grader or equivalent

Cat 140 M Motor Grader with Front Blade or equivalent

Dozers

Cat D6K LGP Dozer with Straight Blade or equivalent

Cat D6K LGP Dozer with Tilt Blade or equivalent

Back Hoe

Cat 416E Back Hoe or equivalent

Compactors

4-6 Ton Steel Wheel Roller w/ compaction width of 66 in or equivalent

8-10 Ton Steel Wheel Roller w/ compaction width of 84 in or equivalent

9-12 Ton Rubber Tire Roller or equivalent

Cat CP44 Sheepfoot Roller or equivalent w/ blade

Cat CP74 Sheepfoot Roller or equivalent

One Ton Small Steel Wheel Roller

Tractors

114 HP Kubota Farm Type Tractor or equivalent with closed cab, 4WD, A/C, must be able to handle County owned 1000 rpm 15 ft. Batwing Mowers, new or maximum of 500 hours running time.

Skid Steer Loaders

Cat 262C Skid Steer Loader(Hi-Flo) 73 hp or equal

Cat 226B Skid Steer Loader 59 hp or equal

Skid Steer Loader Attachments

Auger 8" - 36" bits for Cat Skid Steer Loader or equal

Angle Broom for Cat Skid Steer Loader or equal

Cold Planner for Cat Skid Steer Loader or equal

Forks for Cat Skid Steer Loader or equal

Hydraulic Hammer for Cat Skid Steer Loader or equal

Tracks for Cat Skid Steer Loader or equal

Brush Cutter for Cat Skid Steer Loader or equal

Rotary Cutter for Cat Skid Steer Loader or equal

Screener

Kolberg Model 271 Portable Screening Plant or equal; Sand & gravel TPH - up to 350, Soil TPH - up to 250, Hopper capacity - 9 cu. yd., Belt feeder - 36" x 11'6", Feed conveyor - 30" x 40", Standard screen size - 4'x8', 2-decks, Optional screen size - 4'x10', 2-decks, Optional

Screen size II - 4'x8', 3-decks, power - 80 hp - as small as 1/2" stone

Milling Machine

Milling Machine (Wirtgen 2000 or equivalent) with operators

Minimum 6.5 ft. Milling width

Asphalt Pavers

Mauldin 1750-C Asphalt Spreader or equal

Cat AP600D Asphalt Spreader or equal

Cat AP1000D Asphalt Spreader or equal

Garbage Trucks

25 Cubic Yard Rear Loader Garbage Truck

13 Cubic Yard Rear Loader Garbage Truck

Mobilization to and from County custody is to be included in rental price.
County will move equipment between project sites.

BID #WG19-20 RESPONSE FORM

Rental Equipment

1 of 12

Date: _____

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

Company Name: _____

Address: _____

Company Rep _____

(Rep. Name Typed or Printed)

Position: _____

Phone: _____

Fax: _____

Email: _____

Financing through another agency beside yourself Yes or No

If yes, must attach a copy of the financing agreement and all conditions to this response form.

Financing Agency Authorized Signature

Brochures showing the equipment offered should be attached to this Response Form or a Description of equipment should be attached.

BID #WG19-20 RESPONSE FORM

Rental Equipment
2 of 12

Pumps

6 in. Diesel Powered Hydraulic Pump with 100 ft. suction hose and 200 ft. discharge hose

PICKED-UP

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

DELIVERED

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

2 in. Electric Submerge Pump with 200 ft. hose

PICKED-UP

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

DELIVERED

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

Mud Pump

PICKED-UP

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

DELIVERED

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

Grinders

**12 ft. Wood Grinder with Operator-Powered by Diesel, Minimum Reach of 27'
w/Capabilities of lifting 5000 lbs.**

PICKED-UP

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

DELIVERED

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

Tub Grinder -List various sizes available w/price

PICKED-UP

Size: _____
Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

Size: _____
Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

Size: _____
Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

DELIVERED

Size: _____
Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

Size: _____
Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

Size: _____
Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

Chipper

Bandit Model 1890 Wood Chipper or equal

PICKED-UP

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

DELIVERED

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

BID #WG19-20 RESPONSE FORM

Rental Equipment
3 of 12

Curtain Burner

Curtain Burner 30 foot

PICKED-UP

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

DELIVERED

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

Generator

3500-Watt Honda Generator or equal

PICKED-UP

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

DELIVERED

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

Light

Diesel Powered Light Plants w/four 1000-watt Metal Halide Flood Lights

PICKED-UP

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

DELIVERED

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

Air Compressor

285 CFM Diesel Powered Air Compressor with 100 ft. of 1 in. air hoses or equal

PICKED-UP

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

DELIVERED

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

Welding Machine

Gas Powered Portable Welding Machine - Medium Duty

PICKED-UP

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

DELIVERED

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

Lifts

40 ft. Towable Bucket Lift

PICKED-UP

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

DELIVERED

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

BID #WG19-20 RESPONSE FORM

Rental Equipment
4 of 12

Toyota Model 7FGU25 Forklift or equal

PICKED-UP

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

DELIVERED

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

Scissor Lift

PICKED-UP

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

DELIVERED

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

Trenchers

Trencher - List various sizes available w/price

PICKED-UP

Size: _____
Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

Size: _____
Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

Size: _____
Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

DELIVERED

Size: _____
Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

Size: _____
Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

Size: _____
Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

Boring Machines

Horizontal Directional Boring Machine - List various sizes available w/price

PICKED-UP

Size: _____
Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

Size: _____
Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

Size: _____
Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

DELIVERED

Size: _____
Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

Size: _____
Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

Size: _____
Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

BID #WG19-20 RESPONSE FORM

Rental Equipment
5 of 12

Trucks

**Diesel Powered Knuckle Boom Truck-8' Long 24 CU Yard with Barn Door Tailgate
Boom Rotation 280 Degree by Hydraulic Motor**

PICKED-UP

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Mack Tri-Axle 21 Yard Dump Truck or equal

PICKED-UP

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Freightliner Single Axle 8 Yard Dump Truck or equal

PICKED-UP

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Mack Tandem Axle 14 Yard Dump Truck or equal

PICKED-UP

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Volvo A25D -25-ton 6x6 Articulated Off Road Truck or equal

PICKED-UP

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Freightliner M2 106 with 10ft Dump Body or equal

PICKED-UP

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Loaders

938K Rubber Tire Loader with 4-way Bucket w/2.5 cu. yd. multipurpose Bucket or equal

PICKED-UP

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

BID #WG19-20 RESPONSE FORM

Rental Equipment
6 of 12

Cat 966K Front End Loader or equal

PICKED-UP

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

DELIVERED

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

Caterpillar 963D Track Loader with multipurpose bucket or equal

PICKED-UP

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

DELIVERED

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

Bobcat T870 Track Loader w/high capacity Hydraulic Pump with attachments or equal

PICKED-UP

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

DELIVERED

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

Excavators

Cat 336E Excavator with Thumb and A/C or equal

PICKED-UP

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

DELIVERED

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

Cat 329E Excavator with Thumb and A/C or equal

PICKED-UP

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

DELIVERED

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

Cat 324E Excavator with Thumb and A/C or equal

PICKED-UP

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

DELIVERED

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

Cat 318 Rubber Tire Excavator or equal

PICKED-UP

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

DELIVERED

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

XL4100 Gradall or equal

PICKED-UP

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

DELIVERED

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

BID #WG19-20 RESPONSE FORM

Rental Equipment
7 of 12

Cat 329 Long Reach Excavator with A/C or equal, 60 ft. reach

PICKED-UP

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Caterpillar 349 Excavator Loader with multipurpose bucket or equal

PICKED-UP

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Ditch Cleaning Bucket (for Excavator)

PICKED-UP

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Motor Graders

Cat 12M Motor Grader or equal

PICKED-UP

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Cat 12M Motor Grader with Front Blade or equal

PICKED-UP

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Cat 140M Motor Grader or equal

PICKED-UP

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Cat 140M Motor Grader with Front Blade or equal

PICKED-UP

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

BID #WG19-20 RESPONSE FORM

Rental Equipment
8 of 12

Dozers

Cat D6K LGP Dozer with Straight Blade or equal

PICKED-UP

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Cat D6K LGP Dozer with Tilt Blade or equal

PICKED-UP

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Back Hoe

Cat 416E Back Hoe or equal

PICKED-UP

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Cat 623H - 18 to 23 cu. yd. capacity or equal

PICKED-UP

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Pull behind Tractor Scraper – 6 cu. yd. capacity or equal

PICKED-UP

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Compactors

4-6 Ton Steel Wheel Roller w/compaction width of 66 in. or equal

PICKED-UP

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

8-10 Ton Steel Wheel Roller w/compaction width of 84 in. or equal

PICKED-UP

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

BID #WG19-20 RESPONSE FORM

Rental Equipment
9 of 12

9-12 Ton Rubber Tire Roller

PICKED-UP

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

DELIVERED

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

Cat CP 44 Sheepfoot Roller w/blade or equal

PICKED-UP

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

DELIVERED

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

Cat CP 74 Sheepfoot Roller or equal

PICKED-UP

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

DELIVERED

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

One Ton Small Steel Wheel Roller

PICKED-UP

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

DELIVERED

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

Tractors

114 HP Kubota Farm Type Tractor or equivalent

PICKED-UP

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

DELIVERED

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

4 Wheel Drive Boom Mower w/Tractor-w/6ft. Mower Deck-23 ft. boom reach

PICKED-UP

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

DELIVERED

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

Skid Steer Loaders

Cat 262C Skid Steer Loader (Hi-Flo) 73 hp or equal

PICKED-UP

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

DELIVERED

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

BID #WG19-20 RESPONSE FORM

Rental Equipment
10 of 12

Cat 226B Skid Steer Loader 59 hp or equal

PICKED-UP

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

DELIVERED

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

Skid Steer Loader Attachments

Auger 8" - 36" bits for Skid Steer Loader

PICKED-UP

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

DELIVERED

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

Angle Broom for Skid Steer Loader

PICKED-UP

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

DELIVERED

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

Cold Planner for Skid Steer Loader

PICKED-UP

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

DELIVERED

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

Forks for Skid Steer Loader

PICKED-UP

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

DELIVERED

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

Hydraulic Hammer for Skid Steer Loader

PICKED-UP

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

DELIVERED

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

Tracks for Skid Steer Loader

PICKED-UP

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

DELIVERED

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

Brush Cutter for Skid Steer Loader

PICKED-UP

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

DELIVERED

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

BID #WG19-20 RESPONSE FORM

Rental Equipment
11 of 12

Rotary Cutter for Skid Steer Loader

PICKED-UP

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

DELIVERED

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

Screener

Portable Screening Plant (Model 271 or equal)

PICKED-UP

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

DELIVERED

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

Milling Machine

Milling Machine (Wirtgen 2000 or equivalent) with operators

PICKED-UP

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

DELIVERED

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

Asphalt Pavers

Mauldin 1750-C Asphalt Spreader or equal

PICKED-UP

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

DELIVERED

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

Cat AP600D Asphalt Spreader or equal

PICKED-UP

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

DELIVERED

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

Cat AP1000D Asphalt Spreader or equal

PICKED-UP

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

DELIVERED

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

Garbage Trucks

25 Cubic Yard Rear Loader Garbage Truck

PICKED-UP

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

DELIVERED

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

BID #WG19-20 RESPONSE FORM

Rental Equipment

12 of 12

13 Cubic Yard Rear Loader Garbage Truck

PICKED-UP

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____



Baldwin County Commission

Agenda Action Form

File #: 19-0490, **Version:** 1

Item #: BE14

Meeting Type: BCC Regular Meeting

Meeting Date: 1/15/2019

Item Status: New

From: Wanda Gautney, Purchasing Director/Judge of Probate, Sara Peden

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Competitive Bid #WG19-21 - Provision of Off-site Printing, Mailing and Automated Management of the Baldwin County Probate Renewal Notices

STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the specifications and authorize the Purchasing Director to place a competitive bid for the Provision of Off-site Printing, Mailing and Automated Management of the Probate Renewal Notices; and
- 2) Further, authorize the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: This is an annual bid. Recommend the Commission approve the specifications and authorize the Purchasing Director to place a competitive bid for the Provision of Off-Site Printing, Mailing and Automated Management of the Baldwin County Probate Renewal Notices.

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: 01/15/2019

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 #WG19-21 SPECIFICATIONS

The Baldwin County Probate Judge’s Office is soliciting bids for Off Site Printing, Mailing, and Automated Management of the Courtesy Renewal Notices for Motor Vehicles, Boats, Manufactured Homes, and Business/Privilege Licenses. These four Renewal Notices are referenced generically throughout these Bid Specifications as “renewal notice types”.

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.

Bidder shall give unit prices as indicated on the Bid Response Form. The price shall include all applicable charges, to include but not limited to all setup charges including programming, preprinted forms, envelopes, services provided, etc.

Award will be to the lowest responsible bidder meeting specifications. Is it not the policy of the Baldwin County Commission to purchase on the basis of low bid only. Quality, conformity with specifications, purpose for which required, terms of delivery and fast service and experience are among the factors that will be considered in determining the responsive bidder.

BID RESPONSE FORM:

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

INTENT TO AWARD TO ONE BIDDER

It is the County's intent to award the bid to one Bidder.

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 (2020 and 2021), in twelve (12) month increments. The Baldwin County Commission will, in writing, notify the Contractor thirty (30) days prior to expiration of the 2019 contract with its intent to extend the contract. The prices for 2019 shall also apply to the extension period(s).

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

HOURS OF OPERATION

The Baldwin County Probate Judge’s Office normal hours of operation are 8:00am to 4:30pm. Vendor must adhere to the hours of operation to accommodate effective and timely communications.

VENDOR MINIMUM QUALIFICATIONS

- A. The Vendor shall specify and provide a dedicated primary contact to work with the Probate Office Staff during the initial setup phase, testing, and throughout the actual mailing phases of the renewal notices during the year.
- B. The Vendor shall document that they have sufficient knowledge, experience, and capacity to fulfill the requirements of this bid by providing at least three references (include contact names and phone numbers) of projects similar in size and scope to this Bid. Provide any additional information that you believe to be relevant to this Bid and

your capabilities to provide the services requested (e.g., product brochures, articles in trade journals, etc.).

- C. The Vendor shall have sufficient facilities and a comprehensive continuity of services plan that will ensure continued uninterrupted service even following a disaster event.
- D. The Vendor acknowledges that some of the information being processed may be confidential and as such will treat all information as confidential information. The Vendor will have policies and procedures in place to ensure that confidentiality is maintained and will not release any information or use it for purposes outside those specific to fulfilling the requirements of this Bid.

MINIMUM SERVICE REQUIREMENTS

- A. The Vendor must accept data files in the format created from the County's software solution, which is currently Delta Computer Systems, Inc. These will be provided as ASCII Fixed Format Text files. A file layout/data definition will be provided that describes the data field locations. There will be a separate data file generated for each of the four renewal notice types (Motor Vehicle, Boat, Manufactured Home, and Business/Privilege License). The Vendor must be able to pull the variable renewal data from the format(s) provided and convert it into the format(s) that they require. The County will not make changes in order to conform to specific Vendor imposed format requirements.
- B. The Vendor must provide a secure web site or ftp site to accept the Monthly upload of renewal data files. The methodology utilized must provide for an end to end secure encrypted connection for the upload. If any specialty software or certificates are required in order to utilize the service, the Vendor must furnish those at no additional cost to the County.
- C. The Vendor must maintain and utilize current technology for post automation and high-speed processing systems to ensure that the mail is presorted and run at the highest discount rate obtainable for the County. This will include, but is not limited to, performing CASS Certification and NCOA processing of the renewal notice mailing addresses. The Vendor will be responsible for using the mailing address information in the format and order provided by the County, to then perform any sorting, parsing, or manipulation required to get the information in the proper format to produce the desired results. The Vendor will generate Intelligent Mail Bar Code and print it appropriately on all mailings.
- D. The Vendor must "Household" (mail together) notices based on specific grouping criteria as specified by the County for each renewal type. Examples of these grouping criteria could be by address, by account number, by driver license number, or other criteria specified by the County. The Vendor will work with the County on proofing these grouping criteria to get optimal results. The Vendor will work with the County and provide options for printing the grouped notices such that maximum notices per sheet are optimized but such that the end product is still easy for the citizen to interpret and use. It will be the Vendors responsibility to do any presorting, grouping, or creating of intermediate work files to accomplish the desired batching results. The Vendor will still then need to generate the final notices presorted to achieve the postage discounts as more specifically defined in the previous paragraph C.
- E. The Vendor must utilize ACS post mailing services to receive electronic notification of change-of-address and other non-delivery reasons to reduce manual address notifications. The Vendor must provide an electronic report or portal access to this return information for the County. The Vendor will utilize this and any other viable means to provide a continuous process of mailing address quality improvement to the County.

- F. Notices shall be created on 8.5 x 11 paper with a minimum of 20# bond. The paper must have perforations appropriate to the layout of the specific renewal notice type that provides a citizen returnable portion. The citizen returnable portion must have all the pertinent information to process the renewal, including barcodes if specified by the County. The back of the Notice will contain static information for the specific renewal notice type but it is subject to change by the County from time to time during the year if required by changes to legislation or specific changing business needs. The front of the Notice will contain the variable renewal information which is to be laid out and merged with appropriate headings, logos, and other static notices. The front of the Notice will contain a section where a variable message/comment provided by the County can be printed on all Notices for that specific type of renewal notice and month. The design must incorporate the ability to group renewal notice information together as described in paragraph D above. The Vendor must work with the County on the final design of the Notices and must provide the County with examples and Proofs for final design approval.
- G. The County will require Code 39 Barcodes to be printed such that they appear on the citizen returnable portion of the Notices. The Barcodes will contain the renewal identifiable key for the specific renewal notice type. The County will identify the data field that needs to be encoded within the Barcode for each specific renewal notice type. The Barcode will be used by the County to speed up the processing of renewal transactions after they have been returned by the citizen.
- H. The Vendor will fold, insert, and seal the notices in a #10 envelope that shows the appropriate mailing address, return address, and Intelligent Mail Barcode. The Vendor will also insert a #9 return envelope with the appropriate County return address information for the specific renewal notice type.
- I. The Vendor will have the capability to print and insert an additional single 8.5 x 11 static letter sheet into all envelopes for a monthly mailing of a specific renewal notice type. This will be used in cases when it is desired by the County to furnish additional information to the citizen that will not fit into the message/comment section of the Notice. This will be a separate billable component should the County chose to use this option on a mailing. There is a separate component on the Bid Response Form to specify the Vendor bid for this component.
- J. The Vendor will have the capability to print and insert one or more additional 8.5 x 11 letter sheets into envelopes based on variable codes present in the data. The County will provide the Vendor with all codes and the applicable copy for the additional sheets. This will be a separate billable component should the County chose to use this option on a mailing. There is a separate component on the Bid Response Form to specify the Vendor bid price for this component.
- K. The Vendor will have the capability to print messages or comments for each Notice based on variable codes present in the data. The County will provide the Vendor with all codes and applicable messages.
- L. The Vendor will presort, tray, and prepare the Notices such that the County receives the maximum postage discount available. The Vendor will deliver the Notices to the appropriate bulk mailing area of the Post Office and ensure they are accepted by the Post Office.
- M. The Notices must be processed and mailed within three (3) business days after receiving the data files from the County.
- N. The Vendor will work with the County to identify and implement quality control measures to ensure that all data provided by the County is processed. This may include but is not limited to utilizing hash totals, counts, or other control methods. The Vendor will provide access to a digital copy of the Notices for review and approval by the County prior to the notices being printed. The County will be provided access to a digital copy of the final Notices that can be accessed online or downloaded for future reference.

- O. The Vendor will provide Automated Notice Management tools via a website to aid the County in submitting Notice data, managing mailing address corrections, accessing Notices for review and approval, and for other functions that will enhance the services being provided.
- P. The Vendor will provide the County with an immediate report after processing the renewal notice file, which will give a breakdown of the cost of the postage for that run. The County will only pay the actual postage cost; mark up of postage fees will not be allowed.
- Q. The pricing provided on the Bid Response Form must be all inclusive of setup costs, forms costs, envelope costs, printing, address certification, delivery to the post office, and all other materials and services required to fulfill the requirements of this Bid.
- R. The following table is a breakdown of the estimated monthly volume. Motor Vehicle and Boat Notices are sent out monthly January through October. Manufactured Homes and Business/Privilege Notices are only sent out in October but are included in that total count. No Notices are sent in November and December.

Month	Estimated Notice Count
January	19,500
February	23,500
March	22,900
April	24,000
May	22,500
June	24,200
July	24,800
August	28,900
September	33,800
October	58,500
November	0
December	0

BID#WG19-21 RESPONSE FORM

Off Site Printing, Mailing, and Automated Management of the Courtesy Renewal Notices for Motor Vehicles, Boats, Manufactured Homes, and Business/Privilege Licenses.

Page 1

Date: _____

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

Company Name: _____

Address: _____

Company Rep _____

(Rep. Name Typed or Printed)

Position: _____

Phone: _____

Fax: _____

Email: _____

Financing through another agency beside yourself _____ or XX
Yes No

If yes, must attach a copy of the financing agreement and all conditions to this response from.

Financing Agency Authorized Signature

Any brochures or specification material that is being offered should be attached to this Response Form. Reference Information on at least three projects similar in size and scope (including contact names and phone numbers) should be attached to this Response Form.

BID #WG19-21 RESPONSE FORM

Off Site Printing, Mailing, and Automated Management of the Courtesy Renewal Notices for Motor Vehicles, Boats, Manufactured Homes, and Business/Privilege Licenses

Page 2

1. Courtesy Renewal Notices - Approximate Quantity of each mailing per details listed in the Bid Specifications

@ \$_____ / each

2. Additional Cost per envelope for printing and inserting an additional 8.5 x11 letter sheet as described in paragraph I of these Bid Specifications. This will only be billable if the County chooses to use this optional feature for a specific monthly mailing of a specific renewal notice type.

@ \$_____ / each



Baldwin County Commission

Agenda Action Form

File #: 19-0491, **Version:** 1

Item #: BE15

Meeting Type: BCC Regular Meeting

Meeting Date: 1/15/2019

Item Status: New

From: Wanda Gautney, Purchasing Director/Joey Nunnally, County Engineer/Mathew Brown, Design Engineer

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Project No. BCP 0218017 - Bridge Replacement on Hoyle Bryars Road over Bushy Creek West for the Baldwin County Commission

STAFF RECOMMENDATION

Award bid for Project No. BCP 0218017 - Bridge Replacement on Hoyle Bryars Road Over Bushy Creek West to the lowest bidder, **Pope Contracting, Inc., in the Bid Amount of \$602,179.44;**
Construction Time: 100 working days; and authorize the Chairman to execute the contract.

BACKGROUND INFORMATION

Previous Commission action/date:

10/06/18 meeting : 1) Authorized the Purchasing Director to advertise a competitive bid for Project No. 0218017 - Bridge Replacement on Hoyle Bryars Road Over Bushy Creek West; and 2) Authorized the Chairman to execute any project related documents.

Background: Bids were opened in the Purchasing Conference Room on December 18, 2018, at 2:00 p. m. Four (4) bids were received. The lowest bid was received from Pope Contracting, Inc., in the bid amount of \$602,179.44. The Baldwin County Engineer, Joey Nunnally, has reviewed the bid responses and has submitted the certified Bid Tabulation and a letter recommending that the bid be awarded to the lowest bidder, Pope Contracting, Inc. Bid Tabulation attached:

FINANCIAL IMPACT

Total cost of recommendation: \$602,179.44

Budget line item(s) to be used: 0218017.5150

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?
Standard County Contract

Reviewed/approved by: David Conner

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: 01/15/2019

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



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

December 19, 2018

Baldwin County Commission
312 Courthouse Square
Bay Minette, AL 36507

RE: BCP 0218017
Bridge Replacement on Hoyle Bryars Rd
Over Tributary to Bushy Creek (West)
Area 100

Dear Commissioners:

My office has thoroughly reviewed the bids taken on December 18, 2018 for the above referenced project. Four (4) bids were received from contractors. Pope Contracting Inc. was the low bidder of \$602,179.44.

Upon inspection it was determined that the low bidder had no errors or irregularities in the pricing. Additionally, all other bidders had no errors or irregularities in the pricing. Each bid package has been reviewed for the inclusion of the appropriate bid bond.

Based on this information, it is my recommendation that the Baldwin County Commission award this contract to the lowest bidder, Pope Contracting Inc.

If you have any questions or comments, please give me a call at 251-937-0371.

Sincerely,


Joey Nunnally, P.E.
COUNTY ENGINEER

JN/js

BRIDGE REPLACEMENT ON HOYLE BRYARS ROAD OVER BUSHY CREEK (WEST)			Pope Contracting INC.		Mcinnis Construction LLC		Newell-Bush INC.		Mcelhenney Construction Co. LLC		
ITEM NO	ITEM DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE
206A000	Removal Of Old Bridge, Station 15+40.39 To 15+86.94	Lump Sum	1	\$9,500.00	\$9,500.00	\$ 20,000.00	\$ 20,000.00	\$ 25,000.00	\$ 25,000.00	\$ 52,750.00	\$ 52,750.00
210A000	Unclassified Excavation	Cubic Yard	244	\$18.80	\$4,587.20	\$ 47.25	\$ 11,529.00	\$ 35.00	\$ 8,540.00	\$ 36.45	\$ 8,893.80
210D022	Borrow Excavation (Loose Truckbed Measurement)(A-2-4(0) or A-4(0))	Cubic Yard	2579	\$17.00	\$43,843.00	\$ 29.50	\$ 76,080.50	\$ 17.66	\$ 45,545.14	\$ 16.41	\$ 42,321.39
230A000	Roadbed Processing	RDBD STA	10	\$400.00	\$4,000.00	\$ 900.00	\$ 9,000.00	\$ 523.99	\$ 5,239.90	\$ 522.91	\$ 5,229.10
301A004	Crushed Aggregate Base Course, Type B, Plant Mixed, 4" Compacted Thickness	Square Yard	2447	\$17.70	\$43,311.90	\$ 29.00	\$ 70,963.00	\$ 24.10	\$ 58,972.70	\$ 22.64	\$ 55,400.08
401A000	Bituminous Treatment A	Square Yard	2231	\$1.70	\$3,792.70	\$ 1.75	\$ 3,904.25	\$ 1.62	\$ 3,614.22	\$ 1.39	\$ 3,101.09
405A000	Tack Coat	Gallon	112	\$6.75	\$756.00	\$ 5.00	\$ 560.00	\$ 4.86	\$ 544.32	\$ 4.97	\$ 556.64
424A340	Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B	Ton	184	\$115.00	\$21,160.00	\$ 163.00	\$ 29,992.00	\$ 151.20	\$ 27,820.80	\$ 117.67	\$ 21,651.28
424B635	Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B	Ton	245	\$105.00	\$25,725.00	\$ 148.00	\$ 36,260.00	\$ 129.60	\$ 31,752.00	\$ 103.47	\$ 25,350.15
502A000	Steel Reinforcement	Pound	3606	\$1.25	\$4,507.50	\$ 1.50	\$ 5,409.00	\$ 1.25	\$ 4,507.50	\$ 1.38	\$ 4,976.28
505A015	Concrete Test Piles (14 Inches Square)	Each	2	\$6,275.00	\$12,550.00	\$ 7,300.00	\$ 14,600.00	\$ 15,000.00	\$ 30,000.00	\$ 16,547.75	\$ 33,095.50
505B045	Static Loading Tests (14 Inches Square)	Each	2	\$11,500.00	\$23,000.00	\$ 13,400.00	\$ 26,800.00	\$ 15,000.00	\$ 30,000.00	\$ 16,547.75	\$ 33,095.50
505N000	Concrete Piling Furnished (14 Inches Square)	Linear Foot	847	\$72.50	\$61,407.50	\$ 84.25	\$ 71,359.75	\$ 75.00	\$ 63,525.00	\$ 82.74	\$ 70,080.78
505O000	Concrete Piling Driven (14 Inches Square)	Linear Foot	847	\$1.00	\$847.00	\$ 1.25	\$ 1,058.75	\$ 20.00	\$ 16,940.00	\$ 22.06	\$ 18,684.82
507A000	Wire Rope Abutment Anchor Assembly	Each	2	\$4,810.00	\$9,220.00	\$ 5,400.00	\$ 10,800.00	\$ 3,800.00	\$ 7,600.00	\$ 4,192.10	\$ 8,384.20
510A007	Bridge Substructure Concrete	Cubic Yard	21	\$620.00	\$13,020.00	\$ 750.00	\$ 15,750.00	\$ 800.00	\$ 16,800.00	\$ 882.55	\$ 18,533.55
511A000	Elastomeric Bearing Type 1	Each	33	\$115.00	\$3,795.00	\$ 140.00	\$ 4,620.00	\$ 130.00	\$ 4,290.00	\$ 143.41	\$ 4,732.53
512C004	Precast Concrete Type 1 Span Section, 3'-6" Wide By 1'-9" Deep By 34'-0" Long	Each	12	\$4,725.00	\$56,700.00	\$ 5,500.00	\$ 66,000.00	\$ 4,910.00	\$ 58,920.00	\$ 5,416.63	\$ 64,999.56
512C007	Precast Concrete Type 2C Span Section, 3'-6" Wide By 1'-9" Deep By 34'-0" Long	Each	4	\$4,875.00	\$19,500.00	\$ 5,600.00	\$ 22,400.00	\$ 4,825.00	\$ 19,300.00	\$ 5,322.86	\$ 21,291.44
512D002	Precast Concrete Barrier Rail End Section, 34'-0" Long	Each	4	\$5,525.00	\$22,100.00	\$ 6,500.00	\$ 26,000.00	\$ 5,568.00	\$ 22,272.00	\$ 6,142.52	\$ 24,570.08
512E014	Precast Concrete Abutment Panels, Type A3, 7'-4" Long	Each	8	\$750.00	\$6,000.00	\$ 875.00	\$ 7,000.00	\$ 600.00	\$ 4,800.00	\$ 661.91	\$ 5,295.28
512F002	Precast Concrete Wing Panels, Type W3	Each	4	\$1,085.00	\$4,340.00	\$ 1,250.00	\$ 5,000.00	\$ 965.00	\$ 3,860.00	\$ 1,064.57	\$ 4,258.28
512G000	Precast Concrete Abutment Wing Cap Panels	Each	4	\$1,075.00	\$4,300.00	\$ 1,250.00	\$ 5,000.00	\$ 595.00	\$ 2,380.00	\$ 656.40	\$ 2,625.60
600A000	Mobilization	Lump Sum	1	\$78,000.00	\$78,000.00	\$ 72,000.00	\$ 72,000.00	\$ 97,300.00	\$ 97,300.00	\$ 76,500.00	\$ 76,500.00
602A000	Right Of Way Markers	Each	8	\$250.00	\$2,000.00	\$ 500.00	\$ 4,000.00	\$ 475.00	\$ 3,800.00	\$ 474.89	\$ 3,799.12
610C001	Loose Riprap, Class 2	Ton	500	\$78.50	\$39,250.00	\$ 91.00	\$ 45,500.00	\$ 75.00	\$ 37,500.00	\$ 73.98	\$ 36,990.00
610D003	Filter Blanket, Geotextile	Square Yard	400	\$3.25	\$1,300.00	\$ 3.50	\$ 1,400.00	\$ 5.00	\$ 2,000.00	\$ 3.93	\$ 1,572.00
630C003	Guardrail End Anchor, Type 13	Each	4	\$1,980.00	\$7,920.00	\$ 2,100.00	\$ 8,400.00	\$ 1,750.00	\$ 7,000.00	\$ 2,670.87	\$ 10,683.48
630C000	Guardrail End Anchor, Type 10 Series	Each	4	\$2,530.00	\$10,120.00	\$ 2,600.00	\$ 10,400.00	\$ 3,020.00	\$ 12,080.00	\$ 2,090.24	\$ 8,360.96
650A000	Topsoil	Cubic Yard	822	\$19.92	\$16,374.24	\$ 52.25	\$ 42,949.50	\$ 24.30	\$ 19,974.60	\$ 21.60	\$ 17,755.20
652A100	Seeding	Acre	2	\$1,635.00	\$3,270.00	\$ 1,200.00	\$ 2,400.00	\$ 1,050.00	\$ 2,100.00	\$ 1,530.40	\$ 3,060.80
654A001	Solid Sodding (Bermuda)	Square Yard	433	\$8.20	\$3,550.60	\$ 8.00	\$ 3,464.00	\$ 6.30	\$ 2,727.90	\$ 6.18	\$ 2,675.94
656A010	Mulching	Acre	2	\$1,202.00	\$2,404.00	\$ 1,200.00	\$ 2,400.00	\$ 1,050.00	\$ 2,100.00	\$ 1,082.31	\$ 2,164.62
665A000	Temporary Seeding	Acre	5	\$1,270.00	\$6,350.00	\$ 1,000.00	\$ 5,000.00	\$ 735.00	\$ 3,675.00	\$ 637.13	\$ 3,185.65
665B000	Temporary Mulching	Acre	5	\$990.00	\$4,950.00	\$ 1,000.00	\$ 5,000.00	\$ 735.00	\$ 3,675.00	\$ 924.87	\$ 4,624.35
665E000	Polyethylene	Square Yard	1250	\$1.75	\$2,187.50	\$ 4.00	\$ 5,000.00	\$ 4.00	\$ 5,000.00	\$ 2.38	\$ 2,975.00
665F000	Hay Bales	Each	100	\$12.00	\$1,200.00	\$ 17.50	\$ 1,750.00	\$ 9.45	\$ 945.00	\$ 15.13	\$ 1,513.00
665J002	Silt Fence	Linear Foot	2036	\$8.00	\$16,288.00	\$ 6.50	\$ 13,234.00	\$ 4.20	\$ 8,551.20	\$ 3.73	\$ 7,594.28
665L000	Floating Basin Boom	Linear Foot	100	\$12.50	\$1,250.00	\$ 30.00	\$ 3,000.00	\$ 18.00	\$ 1,800.00	\$ 17.42	\$ 1,742.00
665O001	Silt Fence Removal	Linear Foot	2036	\$1.00	\$2,036.00	\$ 2.00	\$ 4,072.00	\$ 1.05	\$ 2,137.80	\$ 1.26	\$ 2,565.36
665Q002	Wattles	Linear Foot	320	\$9.25	\$2,960.00	\$ 12.00	\$ 3,840.00	\$ 8.40	\$ 2,688.00	\$ 9.40	\$ 3,008.00
680A001	Geometric Controls	Lump Sum	1	\$1,200.00	\$1,200.00	\$ 45,000.00	\$ 45,000.00	\$ 15,360.00	\$ 15,360.00	\$ 15,696.32	\$ 15,696.32
701A227	Solid White, Class 2, Type A Traffic Stripe (5" Wide)	Mile	1	\$1.10	\$1.10	\$ 5,800.00	\$ 5,800.00	\$ 3,850.00	\$ 3,850.00	\$ 580.62	\$ 580.62
701A244	Broken Yellow, Class 2, Type A Traffic Stripe (5" Wide)	Mile	1	\$1.10	\$1.10	\$ 4,500.00	\$ 4,500.00	\$ 3,850.00	\$ 3,850.00	\$ 580.62	\$ 580.62
701C001	Solid Temporary Traffic Stripe	Mile	1	\$1.10	\$1.10	\$ 2,350.00	\$ 2,350.00	\$ 1,320.00	\$ 1,320.00	\$ 1,741.87	\$ 1,741.87
705A037	Permanent Markers, Class A-H, Type 2-D	Each	30	\$7.70	\$231.00	\$ 15.00	\$ 450.00	\$ 11.00	\$ 330.00	\$ 8.13	\$ 243.90
740B000	Construction Signs	Square Foot	207	\$12.00	\$2,484.00	\$ 9.00	\$ 1,863.00	\$ 8.60	\$ 1,780.20	\$ 11.61	\$ 2,403.27
740C000	Special Construction Signs	Square Foot	30	\$12.00	\$360.00	\$ 10.50	\$ 315.00	\$ 8.60	\$ 258.00	\$ 17.42	\$ 522.60
740F002	Barricades, Type III	Each	8	\$225.00	\$1,800.00	\$ 160.00	\$ 1,280.00	\$ 215.00	\$ 1,720.00	\$ 174.19	\$ 1,393.52
740I002	Warning Lights, Type B	Each	4	\$200.00	\$800.00	\$ 111.00	\$ 444.00	\$ 265.00	\$ 1,060.00	\$ 145.16	\$ 580.64
TOTAL BID					\$602,179.44		\$ 835,897.75		\$ 736,806.28		\$ 744,390.05

ENGINEER'S CERTIFICATE

I, JOEY NUNNALLY, P.E., COUNTY ENGINEER, HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT BID TABULATION FOR THE ABOVE REFERENCED PROJECT AND TO THE BEST OF MY KNOWLEDGE.

Joey Nunnally, P.E.

Date

12/18/18

ITEM IX
CONTRACT FOR CONSTRUCTION SERVICES

State of Alabama)
County of Baldwin)

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

WITNESSETH:

Whereas, the Baldwin County Commission at its January 15, 2019 , meeting awarded the bid for **PROJECT NO. BCP 0218017 – BRIDGE REPLACEMENT ON HOYLE BRYARS ROAD OVER BUSHY CREEK WEST** to POPE CONTRACTING INC., in the amount of \$602,179.44 (\$) with a completion time of **ONE HUNDRED (100) WORKING DAYS.**

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. 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. Time is of the essence for all provisions of this Contract.
- II. Recitals Included. The above recitals and statements are incorporated as part of this Contract and shall have the effect and enforceability as all other provisions herein.
- III. Professional Qualifications. For the purpose of this Contract, the PROVIDER represents and warrants to the COUNTY that it possesses the professional, technical, and administrative personnel with the specific experience and training necessary to PROVIDER the professional services required herein.
- IV. 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.
- V. 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.
- VI. Legal Compliance. The PROVIDER shall at all times comply with all applicable federal, state, local and municipal laws and regulations.

- VII. 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.
- VIII. 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.
- IX. Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- X. 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 agreement may be amended only by written instrument signed by all parties.
- XI. 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.
- XII. Assignment. This Contract, or any interest herein, shall not be assigned transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIII. 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.

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

PROVIDER: POPE CONTRACTING INC.
19580 CO RD 9
SILVERHILL AL, 36576
LIC NO. 19755

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

XV. 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 being expressly incorporated herein by reference, and without limitation, will encompass the following:

The work consists of properly performing the following tasks in accordance with the plans, specifications, regulations, codes and good engineering and construction practices:

**PROJECT NO. BCP 0218017 – BRIDGE REPLACEMENT ON HOYLE
BRYARS ROAD OVER BUSHY CREEK WEST**

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.

ATTACHMENTS:

The exhibits and/or attachments listed below are specifically included as a necessary part of this Contract, and the same shall not be complete without such items, to wit:

**PROJECT NO. BCP 0218017 – BRIDGE REPLACEMENT ON HOYLE
BRYARS ROAD OVER BUSHY CREEK WEST**

COUNTY and PROVIDER jointly shall cause such items as listed above to contain dates, signatures of the parties with authorization to make such signatures, and sufficient marks and references back to this Contract noting their inclusion and attachment hereto. In any event of a conflict between this document

and the attachments referenced above, this document shall govern.

XVI. General Responsibilities of the COUNTY.

A. The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY 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 subject to the terms set out below.

XVII. Termination of Services. The COUNTY may terminate this Contract, with or without cause or reason, by giving fifteen (15) days written notice of such to the PROVIDER. Upon receipt of such notices, PROVIDER shall discontinue its work to the extent specified in the notice.

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

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

XIX. Direct Expenses. Compensation to PROVIDER for work shall be paid on contract unit prices for work completed by PROVIDER upon approval of the COUNTY Engineer. 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

XX. 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.

In making the partial payments, there shall be retained not more than **five percent** of the estimated amount of work done and the value of materials stored on the site or suitably stored and insured off-site, and **after 50 percent completion** has been accomplished, no further retainage shall be withheld. The retainage as set out above shall be held until final completion and acceptance of all work covered by the contract unless the escrow or deposit arrangement as described in Code of Alabama (1975) Section 39-2-12 subsections (f) and (g) is utilized. PROVIDER, however, no retainage shall be withheld on contracts entered into by the Alabama Department of Transportation for the construction or maintenance of public highways, bridges, or roads.

Upon completion of work, the contractor must advertise for 30 days, once per week for 4 straight weeks in a newspaper of general circulation and provide proof of advertisement.

Final payment will be made 30 days after the last day of advertisement.

- XXI. Effective Dates. This Contract shall be effective and commence immediately upon the same date as its full execution. The PROVIDER shall have ONE HUNDRED (100) WORKING DAYS after the notification to proceed to complete the work. The Contract shall terminate upon either the expiration of no more than ONE HUNDRED (100) WORKING DAYS after the notification to proceed is given or upon a written notification thereof received by either party within the required fifteen (15) day period, unless extended by the COUNTY. [Nothing herein stated shall prohibit the COUNTY from otherwise terminating this Contract according to the provisions herein.]
- XXII. 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.
- XXIII. Indemnification. PROVIDER shall indemnify, defend and hold the COUNTY and its Commissioners, affiliates, employees, agents, and representatives (collectively referred to in this section as "COUNTY") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon COUNTY, as a result of or in any manner related to provision of services hereunder, or any act or omission, by PROVIDER. PROVIDER shall provide the COUNTY with proof of general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration or termination of this Contract.
- XXIV. Number of Originals. This Contract shall be executed with three (3) originals, all of which are equally valid as an original.
- XXV. 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.
- XXVI. Insurance. The PROVIDER shall provide all insurance required in Item VIII Insurance Requirements as set forth in the Documents and Construction Specifications. 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 thirty (30) days' notice to COUNTY in the event of cancellation,

termination or any change in such insurance policies. The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against COUNTY and COUNTY Representatives. Should PROVIDER fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, COUNTY may, at its option, suspend this Contract until insurance is obtained, terminate this Contract immediately without further action, or hold PROVIDER in material default and pursue any and all remedies available. (Note: The PROVIDER shall be required to provide the insurance required in Item VIII Insurance Requirements as set forth in the Documents and Construction Specifications, and the provisions contained herein shall be adjusted accordingly.)

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

A. Acceptance of Surety. The bond and/or surety document must be reviewed by, and be acceptable to, COUNTY staff and approved by the COUNTY Commission. In the event that such document is not in an acceptable form at any time prior to or during the term of this Contract, the services and/or work described in this Contract shall either not commence or immediately cease, depending on the situation. Any project delay that is attributable to the COUNTY's acceptance, or non-acceptance, of the bond and/or surety document form shall in no way be consider as a delay caused by the COUNTY, and the PROVIDER waives all rights to claim that any such delay was the fault of the COUNTY.

B. Value of Surety. The bond and/or surety guarantee shall be of an amount equal to or greater than 100 percent of the total cost identified in the bid response

C. Term of Surety. Any bond and/or surety guarantees required by the COUNTY must be valid at all times during the life of this Contract or as set forth in the Project Bid Requirements. Notwithstanding anything written or implied herein to the contrary, in no event shall the bond and/or surety document lapse, terminate, expire, or otherwise become invalid prior to the COUNTY, or the COUNTY's authorized agent, providing a written Notice to the PROVIDER that the Project is in fact completed in all respects. Said Notice from the COUNTY or its authorized agent shall not be provided until the COUNTY, in its sole discretion, is satisfied that the Project is complete in all respects.

D. Scope of the Surety. The terms and provisions of any bond and/or surety guarantee provided as part of this Project shall in all respects, without limitation, be consistent, and in agreement with, the provisions of this Contract. In the event that the bond and/or surety guarantee is in conflict with this Contract, this Contract shall govern. Neither this section nor this provision limits the duties of the PROVIDER to satisfy all of the requirements in this Contract.

XXVIII. Liquidated Damages

Liquidated damages will be assessed according to the Alabama Department of Transportation Standard Specifications for Highway Construction 2018 Edition, Section 108.11.

XXIX. TITLE 39/CODE OF ALABAMA COMPLIANCE

As a condition of any Bid Award and the respective contract(s) pursuant thereto, the COUNTY places full reliance upon the fact that it is the sole responsibility of any contractor, person or entity entering into such a contract with Baldwin COUNTY for the prosecution of any public works to ensure that they and/or any of their respective agents comply with all applicable provisions of Sections 39-1-1, et seq., Code of Alabama (1975), as amended. More specifically, any contractor, person or entity entering into such a contract with Baldwin COUNTY for the prosecution of any public works shall be in compliance with, and have full knowledge of, the following provisions of Title 39:

"(f) The Contractor shall, immediately after the completion of the contract give notice of the completion by an advertisement in a newspaper of general circulation published within the city or COUNTY in which the work has been done, for a period of four successive weeks. A final settlement shall not be made upon the contract until the expiration of 30 days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published . . . §39-1-1(f) Code of Alabama (1975), as amended.

"(g) Subsection (f) shall not apply to contractors performing contracts of less than fifty thousand (\$50,000) in amount. In such cases, the governing body of the contracting agency, to expedite final payment, shall cause notice of final completion of the contract to be published one time in a newspaper of general circulation, published in the COUNTY of the contracting agency and shall post notice of final completion on the agency's bulletin board for one week, and shall require the contractor to certify under oath that all bills have been paid in full. Final settlement with the contractor may be made at any time after the notice has been posted for one entire week." §39-1-1(g) Code of Alabama (1975), as amended.

XXX. The public works project which is the subject of this invitation to bid is 100% County Funding.

NOTE: Any failure to fully comply with this section or any applicable laws of the State of Alabama shall be deemed a material breach of the terms of both the Bid Award and the respective contracts resulting therefrom. Furthermore, Baldwin COUNTY takes no responsibility for resulting delayed payments, penalties, or damages as a result of any failure to strictly comply with Alabama Law.

IN WITNESS WHEREOF, the parties hereto, by and through their duly authorized representatives, have executed this Contract on the last day of execution by the COUNTY as written below.

COUNTY
BALDWIN COUNTY COMMISSION

ATTEST:

_____/_____
Chairman /Date

_____/_____
COUNTY Administrator /Date

PROVIDER:

_____/_____
By _____/Date Its

NOTARY PAGE TO FOLLOW:

State of Alabama)
County of Baldwin)

I, _____, Notary Public in and for said COUNTY and State, hereby certify that _____, as **Chairman of Baldwin County Commission**, and _____, as **County Administrator** of Baldwin County Commission, whose names are signed to the foregoing in that capacity, and who are known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, they executed the same voluntarily on the day the same bears date for and as an act of the Baldwin County Commission.

GIVEN under my hand and seal on this the _____ day of _____, 20__.

Notary Public
My Commission Expires: _____

State of _____)
County of _____)

I, _____, Notary Public in and for said County and State, hereby certify that _____ as _____ of _____, a _____, whose name is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he/she executed the same voluntarily on the day the same bears date for and as an act of said _____.

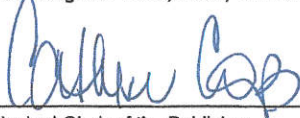
GIVEN under my hand and seal on this the _____ day of _____, 20__.

Notary Public
My Commission Expires: _____

State of Alabama,) ss
County of Mobile)

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

Press Register 11/23, 11/30, 12/07/2018

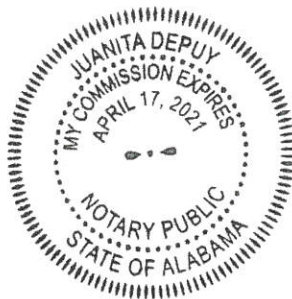


Principal Clerk of the Publisher

Sworn to and subscribed before me this 7th day of December 2018



Notary Public



ADVERTISEMENT FOR BIDS
Sealed proposals will be received by the Purchasing Department for the Baldwin County Commission, Baldwin County, Alabama, in the offices located at 257 Hand Avenue, Bay Minette, Alabama, 36507, until 2:00 PM on December 18, 2018, and then publicly opened for furnishing all labor and materials and performing all work required by Baldwin County and described as follows:
PROJECT NO. BCP 0218017 - BRIDGE REPLACEMENT ON HOYLE BRYARS ROAD OVER BUSHY CREEK WEST
ONE HUNDRED (100) WORKING DAYS are allowed for the construction of the project. Working Day (Daytime Work) Any Calendar Day from midnight to midnight, exclusive of Saturdays and Legal Holidays (as defined herein), on which the Contractor could proceed with construction operations for a period of six hours or more with the normal working forces engaged in performing work on the controlling item or items of work, which normally would be in progress at that time, will be classified as a working day. Saturdays and Legal Holidays on which the Contractor elects to work for a period of four hours or more will be classified as a working day.
All bids must be on blank forms provided in the Specifications with the Contract booklet submitted in its entirety. A cashier's check drawn on an Alabama bank or a Bidder's Bond, payable to Baldwin County, Alabama, for an amount not less than five percent (5%) of the amount bid, but in no event more than fifty thousand dollars shall be filed with the proposal. The bidder's bond shall be prepared on the form specified and signed by a bonding company authorized to do business in the State of Alabama
A performance bond in the form and terms approved by the County in an amount not less than the contract price will be required at the signing of the contract. A labor and materials bond in the form and terms approved by the County in an amount not less than fifty percent (50%) of the contract price insuring payment for all labor and materials shall also be required at the signing of the contract. In addition, the Contractor must furnish to the County, at the time of the signing of the contract a certificate of insurance coverage as provided in the specifications. The right is reserved to reject any and/or all bids and to waive informalities or irregularities and to furnish any item of material or work, and to change the amount of said contract

Liquidated damages for non-completion of the work within the time limit agreed upon will be assessed in accordance with the terms of the contract.
Specifications are on file and must be picked up from the office of the Baldwin County Highway Department, 22070 State Highway 59, Central Annex II, 3rd Floor. Please contact John Sedlack at jsedlack@baldwincountyal.gov with any questions. No specifications will be issued to contractors later than twenty-four (24) hours prior to the time indicated above for receiving bids.
A Pre-Bid Conference will be held on December 11, 2018, at 2:00 PM, in the Baldwin County Purchasing Conference Room located at 257 Hand Avenue, Bay Minette, Alabama, 36507. It would be in the best interest of the bidders to have a representative present at the pre-bid conference.
There are no DBE requirements for this project.
No bids will be considered unless the bidder, whether resident or non-resident of Alabama, is properly qualified to submit a proposal for this construction in accordance with all applicable laws of the State of Alabama. This shall include evidence of holding a current license from the State Licensing Board for General Contractors, Montgomery, Alabama, as required by Chapter 8 of Title 34 of the Code of Alabama (1975). In addition, non-residents of the State, if a corporation or any other entity, shall show evidence of having qualified with the Secretary of State to do business in the State of Alabama, if required by law.
No bid shall be withdrawn for a period of thirty (30) days subsequent to the opening of bids without the consent of the County Commission of Baldwin County, Alabama
COUNTY COMMISSION OF
BALDWIN COUNTY, ALABAMA
Frank Burt, Jr.
Chairman, Baldwin County Commission
PRESS REGISTER
November 23, 30, December 7, 2018

ADVERTISEMENT FOR BIDS

Sealed proposals will be received by the Purchasing Department for the Baldwin County Commission, Baldwin County, Alabama, in the offices located at 257 Hand Avenue, Bay Minette, Alabama, 36507, until 2:00 PM on December 18, 2018, and then publicly opened for furnishing all labor and materials and performing all work required by Baldwin County and described as follows:

PROJECT NO. BCP 0218017 - BRIDGE REPLACEMENT ON HOYLE BRYARS ROAD OVER BUSHY CREEK WEST

ONE HUNDRED (100) WORKING DAYS are allowed for the construction of the project.

Working Day (Daytime Work). Any Calendar Day from midnight to midnight, exclusive of Saturdays and Legal Holidays (as defined herein), on which the Contractor could proceed with construction operations for a period of six hours or more with the normal working forces engaged in performing work on the controlling item or items of work, which normally would be in progress at that time, will be classified as a working day. Saturdays and Legal Holidays on which the Contractor elects to work for a period of four hours or more will be classified as a working day.

All bids must be on blank forms provided in the Specifications with the Contract booklet submitted in its entirety. A cashier's check drawn on an Alabama bank or a Bidder's Bond, payable to Baldwin County, Alabama, for an amount not less than five percent (5%) of the amount bid, but in no event more than fifty thousand dollars shall be filed with the proposal. The bidder's bond shall be prepared on the form specified and signed by a bonding company authorized to do business in the State of Alabama.

A performance bond in the form and terms approved by the County in an amount not less than the contract price will be required at the signing of the contract. A labor and materials bond in the form and terms approved by the County in an amount not less than fifty percent (50%) of the contract price insuring payment for all labor and materials shall also be required at the signing of the contract. In addition, the Contractor must furnish to the County, at the time of the signing of the contract a certificate of insurance coverage as provided in the specifications. The right is reserved to reject any and/or all bids and to waive informalities or irregularities and to furnish any item of material or work, and to change the amount of said contract.

Liquidated damages for non-completion of the work within the time limit agreed upon will be assessed in accordance with the terms of the contract.

Specifications are on file and must be picked up from the office of the Baldwin County Highway Department, 22070 State Highway 59, Central Annex II, 3rd Floor. Please contact John Sedlack at jsedlack@baldwincountyal.gov with any questions. No specifications will be issued to contractors later than twenty-four (24) hours prior to the time indicated above for receiving bids.

A Pre-Bid Conference will be held on December 11, 2018, at 2:00 PM, in the Baldwin County Purchasing Conference Room located at 257 Hand Avenue, Bay Minette, Alabama, 36507. It would be in the best interest of the bidders to have a representative present at the pre-bid conference.

There are no DBE requirements for this project.

No bids will be considered unless the bidder, whether resident or non-resident of Alabama, is properly qualified to submit a proposal for this construction in accordance with all applicable laws of the State of Alabama. This shall include evidence of holding a current license from the State Licensing Board for General Contractors, Montgomery, Alabama, as required by Chapter 8 of Title 34 of

the Code of Alabama (1975). In addition, non-residents of the State, if a corporation or any other entity, shall show evidence of having qualified with the Secretary of State to do business in the State of Alabama, if required by law.

No bid shall be withdrawn for a period of thirty (30) days subsequent to the opening of bids without the consent of the County Commission of Baldwin County, Alabama.
COUNTY COMMISSION OF
BALDWIN COUNTY, ALABAMA
Frank Burt, Jr.
Chairman, Baldwin County Commission

Bham News: Nov. 23, 30, Dec. 7, 2018

Montgomery Advertiser

PART OF THE USA TODAY NETWORK

Classified Ad Receipt (For Info Only - NOT A BILL)

Customer: BALDWIN COUNTY COMMISSION

Ad No.: 0003265506

Address: 312 COURTHOUSE SQ STE 11
BAY MINETTE AL 36507
USA

Pymt Method: Invoice

Net Amt: \$1,146.60

Phone: (251) 937-9561

Run Times: 3

No. of Affidavits: 0

Run Dates: 11/23/18, 11/30/18, 12/07/18

Text of Ad:

ADVERTISEMENT FOR BIDS

Sealed proposals will be received by the Purchasing Department for the Baldwin County Commission, Baldwin County, Alabama, in the offices located at 257 Hand Avenue, Bay Minette, Alabama, 36507, until 2:00 PM on December 18, 2018, and then publicly opened for furnishing all labor and materials and performing all work required by Baldwin County and described as follows:

PROJECT NO. BCP 0218017 - BRIDGE REPLACEMENT ON HOYLE BRYARS ROAD OVER BUSHY CREEK WEST

ONE HUNDRED (100) WORKING DAYS are allowed for the construction of the project.

Working Day (Daytime Work). Any Calendar Day from midnight to midnight, exclusive of Saturdays and Legal Holidays (as defined herein), on which the Contractor could proceed with construction operations for a period of six hours or more with the normal working forces engaged in performing work on the controlling item or items of work, which normally would be in progress at that time, will be classified as a working day. Saturdays and Legal Holidays on which the Contractor elects to work for a period of four hours or more will be classified as a working day.

All bids must be on blank forms provided in the Specifications with the Contract booklet submitted in its entirety. A cashier's check drawn on an Alabama bank or a Bidder's Bond, payable to Baldwin County, Alabama, for an amount not less than five percent (5%) of the amount bid, but in no event more than fifty thousand dollars shall be filed with the proposal. The bidder's bond shall be prepared on the form specified and signed by a bonding company authorized to do business in the State of Alabama.

A performance bond in the form and terms approved by the County in an amount not less than the contract price will be required at the signing of the contract. A labor and materials bond in the form and terms approved by the County in an amount not less than fifty percent (50%) of the contract price insuring payment for all labor and materials shall also be required at the signing of the contract. In addition, the Contractor must furnish to the County, at the time of the signing of the contract a certificate of insurance coverage as provided in the specifications. The right is reserved to reject any and/or all bids and to waive informalities or irregularities and to furnish any item of material or work, and to change the amount of said contract.

Liquidated damages for non-completion of the work within the time limit agreed upon will be assessed in accordance with the terms of the contract.

Specifications are on file and must be picked up from the office of the Baldwin County Highway Department, 22070 State Highway 59, Central Annex II, 3rd Floor. Please contact John Sedlack at jsedlack@baldwincountyal.gov with any questions. No specifications will be issued to contractors later than twenty-four (24) hours prior to the time indicated above for receiving bids.

A Pre-Bid Conference will be held on December 11, 2018, at 2:00 PM, in the Baldwin County Purchasing Conference Room located at 257 Hand Avenue, Bay Minette, Alabama, 36507. It would be in the best interest of the bidders to have a representative present at the pre-bid conference.

There are no DBE requirements for this project.

No bids will be considered unless the bidder, whether resident or non-resident of Alabama, is properly qualified to submit a proposal for this construction in accordance with all applicable laws of the State of Alabama. This shall include evidence of holding a current license from the State Licensing Board for General Contractors, Montgomery, Alabama, as required by Chapter 8 of Title 34 of the Code of Alabama (1975). In addition, non-residents of the State, if a corporation or any other entity, shall show evidence of having qualified with the Secretary of State to do business in the State of Alabama, if required by law.

No bid shall be withdrawn for a period of thirty (30) days subsequent to the opening of bids without the consent of the County Commission of Baldwin County, Alabama.

COUNTY COMMISSION OF
BALDWIN COUNTY, ALABAMA

Frank Burt, Jr.
Chairman, Baldwin County Commission

Mont. Adv. 11/23, 11/30, 12/7/18
3265506



Baldwin County Commission

Agenda Action Form

File #: 19-0492, **Version:** 1

Item #: BE16

Meeting Type: BCC Regular Meeting

Meeting Date: 1/15/2019

Item Status: New

From: Wanda Gautney, Purchasing Director

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Architectural Services to Design the Completion of the Second Floor of the Baldwin County Fairhope Satellite Courthouse

STAFF RECOMMENDATION

Authorize the Purchasing Director to solicit a quote for Architectural services to renovate the second floor of the Fairhope Satellite Courthouse and bring the Architect proposal back to the Commission for approval.

BACKGROUND INFORMATION

Previous Commission action/date: N/A.

Background: District 1 Commissioner has requested that the Purchasing Director solicit quotes from Architects to design the completion of the second floor of the Fairhope Satellite Courthouse so the Commission will have a construction cost estimate for the completion of the second floor. Staff recommendation is to authorize the Purchasing Director to solicit a quote for Architectural services for the completion of the second floor of the Fairhope Satellite Courthouse and bring the Architect proposal back to the Commission for approval.

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: 01/15/19

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

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

N/A

Additional instructions/notes: N/A



Baldwin County Commission

Agenda Action Form

File #: 19-049, **Version:** 1

Item #: BE17

Meeting Type: BCC Regular Meeting

Meeting Date: 1/15/2019

Item Status: New

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

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Lease of One (1) Folder Inserter Machine for the Baldwin County Solid Waste Collections Department

STAFF RECOMMENDATION

Authorize the Chairman to execute the lease agreement with **Neopost USA, Inc., (Accurate Control)** for the lease of one (1) Folder Inserter Machine for the Baldwin County Solid Waste Collections Department for thirty-six (36) months, lease agreement effective upon signing by both parties as follows:

Neopost Model DS65INT 1 Document Feeder Folder Inserter
Full Coverage Maintenance Contract
\$919.86 per quarter - \$3,679.44 per year

Previous Commission action/date: N/A

Background: The Solid Waste Collections Department is submitting to the Commission for approval a lease for one (1) Folder Inserter Machine. The lease agreement with Neopost USA, Inc. (Accurate Control) of Fairhope will be \$919.86 per quarter for a total of \$3,679.44 per year off the State of Alabama bid for thirty-six (36) months with Neopost (Accurate Control). A full coverage maintenance contract is included in the lease total.

FINANCIAL IMPACT

Total cost of recommendation: \$3,679.44 per year

Budget line item(s) to be used: 54801.5227

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: 01/15/2019

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

Section (A) Office Information

Office Number	Office Name	Office Phone #	Date Submitted
601	Accurate Control Equipment Inc.	(251) 928-4976	12/06/2018

Section (B) Billing Information

Company Name	Baldwin County Commission		
DBA			
Billing Address	312 Courthouse Sq. Ste 11		
City State Zip+4	Bay Minette	AL	36507
Contact Name	Accounts Payable	Phone	(251) 937-9561
Contact Title		Fax	
Email Address		PO #	

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

Company Name	Baldwin County Solid Waste		
Installation Address	22251 Palmer Street		
City State Zip+4	Robertsdale	AL	36567
Contact Name	Terri Graham	Phone	(251) 972-6878
Contact Title	Director Baldwin County Solid	Fax	
Email Address	tgraham@baldwincountyal.gov		

Section (D) Products

Qty	Model / Part Number	Description (include Serial Number, if applicable)
1	DS65INT	1 Document Feeder with CIS, Multi License and OMS-500 Trial

Section (E) Lease Payment Information & Schedule

Tax Status: <input type="checkbox"/> Taxable <input checked="" type="checkbox"/> Tax Exempt <i>Certificate attached</i> Billing Frequency: <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Annually	Number of Months		Monthly Payment (Plus applicable taxes)
	First	36	\$306.62

Section (F) Service Products (Check all that apply)

Maintenance
 Installation/Training
 Software Support (Maintenance)

Section (G) Approval

Existing customers who currently fund the Postage account by ACH Debit will not be converted to NeoFunds/TotalFunds unless initialed here _____.

This document consists of a Government Product Lease Agreement with MailFinance Inc.; and an Online Services and Software Agreement with Neopost USA Inc. Your signature constitutes an offer to enter into such agreements, and acknowledges that you have received, read, and agree to all applicable terms and conditions (version Government-Equipment-Lease-Terms-Dealer-v2-18), which are also available at <https://www.neopost.com/terms/government-equipment-lease-terms-dealer-v2-18.pdf>, and that you are authorized to sign the agreements on behalf of the customer identified above. The applicable agreements will become binding on the companies identified above only after an authorized individual accepts your offer by signing below, or when the equipment is shipped to you.

Authorized Signature _____ Print Name and Title _____ Date Accepted _____
 Accepted by Neopost USA and its Affiliates _____ Date Accepted _____

Baldwin County Commission

**STATE OF ALABAMA - PURCHASE ORDER
- LEASE**

312 Courthouse Sq. Ste 11
 Bay Minette AL 36507
 251-937-9561

State of Alabama Contract Number – T3114012987

To:
 MailFinance Inc.
 478 Wheelers Farms Road
 Milford, CT 06461
 800-636-7678

SHIP TO:
 Terri Graham
 Baldwin County Solid Waste
 22251 Palmer Street
 Robertsdale AL 36567
 251-972-6878

P.O. DATE	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1		DS65INT 1 Document Feeder Folder Inserter	306.62	
		Include Full Coverage On-Site Service Support		
		36 Month Lease @ \$306.62/mo. Billed Quarterly		11038.32
		We accept the substitution of the DS64i for the DS65.		

SUBTOTAL	11038.32
SALES TAX	0.00
SHIPPING & HANDLING	0.00
OTHER	0.00
TOTAL	\$11,038.32

- Order is governed under the terms and conditions of the State of Alabama Contract T3114012987. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.
- Payments will be sent to:
 MailFinance
 Dept 3682
 P.O. Box 123682
 Dallas TX 75312-3682
 Federal ID Number: 94-2984524
- Send all correspondence to:
 Baldwin County Commission
 312 Courthouse Sq. Ste 11
 Bay Minette AL 36507
 251-937-9561

Authorized by _____ Date _____

Print Name and Title _____



Baldwin County Commission

Agenda Action Form

File #: 19-0498, Version: 1

Item #: BE18

Meeting Type: BCC Regular Meeting

Meeting Date: 1/15/2019

Item Status: New

From: Wanda Gautney, Purchasing Director/Chief Anthony Lowery/Russell Dinkins, Sheriff's Building Maintenance/Connie Dudgeon, Sheriff's Finance Manager

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Purchase and Installation of HVAC System and Control Package at the Baldwin County Corrections Center Located in Bay Minette, Alabama for the Baldwin County Commission

STAFF RECOMMENDATION

Approve and authorize the Chairman to execute the Agreement with Trane U. S. Inc., d/b/a Trane for the purchase and installation of HVAC System and Control Package at the Baldwin County Corrections Center located in Bay Minette, Alabama, off the U. S. Communities Joint Purchasing Contract as follows: (Estimated completion time of 75 days once equipment is received.)

Total Price (1 year parts and labor equipment warranty)	\$491,750.00
Optional Add (5 year parts and labor equipment warranty)	\$12,083.00
Total Amount	\$503,883.00

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Commission budgeted for FY 19 the replacement of the HVAC Controls and for two (2) Air Handlers at the Baldwin County Corrections Center. A quote was received to replace the HVAC Controls along with replacing all ten (10) Air Handlers from Trane off the U.S. Communities Joint Purchasing Contract.

Alabama Act #2018-413 that was signed into law on March 28, 2018 amends Sections 39-1-5 and 39-2-2, Code of Alabama 1975, to provide an exception to the public works law for certain contracts for the purchase and installation of heating and air conditioning units or systems that have been competitively bid pursuant to a purchasing cooperative if the bid process has been approved by the Department of Examiners of Public Accounts. The Alabama Department of Public Accounts has stated in a letter to all public entities that based on their review of the competitive bidding process used by U.S. Communities that all Alabama entities may use the U.S. Communities contract if we verify whether or not the goods are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchasing program. The Purchasing

Director has verified that the HVAC Controls and Air Handlers are not available on the State of Alabama contract.

The purchase, installation and a five (5) parts and labor equipment warranty for the HVAC Controls and the ten (10) new Air Handlers from Trane U.S. Inc., d/b/a Trane, will be a total amount of \$503,883.00. The Commission budgeted at total of \$596,433.00. This is a cost savings of \$92,550.00.

FINANCIAL IMPACT

Total cost of recommendation: \$503,883.00

Budget line item(s) to be used: 52200.5500

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: David Conner

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: 01/15/2019

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



Baldwin County Jail AHU & Controls Upgrade - Trane Turnkey Proposal



Turnkey Proposal For:

Wanda Gautney
Baldwin County Purchasing
Baldwin County Commission
175 Courthouse Square
BAY MINETTE, AL 36507 U.S.A.

Local Trane Office:

Trane U.S. Inc. dba Trane
580 E. Burgess Road
Pensacola, FL 32504

Local Trane Representative:

Jaclyn Weis
Account Manager
Cell: (850) 324-4480

Evan Helinski
Account Manager
Cell: (251) 285-9844

Proposal ID: 2510129

Quote Number: 18-332722-18-008

Co-op Contract Number: USC 15-JLP-023

Date: December 5, 2018



Prepared For:
 Wanda Gautney
 Purchasing Director
 Baldwin County Commissions

Date: December 5, 2018

Job Name:
 Baldwin County Jail Controls

Quote Number: 18-332722-18-008
Co-op Contract Number: USC 15-JLP-023

Delivery Terms:
 Freight Allowed and Prepaid – F.O.B Factory

Payment Terms:
 Net 30

Proposal Expiration Date:
 30 Days

Scope of Work

Scope Summary:

This project will provide new DDC control system on the chilled water and hot water systems throughout the facility. The project shall be phased per mechanical room so that only a maximum of 3 air handling units will be down at any given time.

In addition, Trane will provide new HVAC units to replace-in-kind ten (10) four-pipe air handler units (AHUs) throughout the facility. Electrical scope of work shall include disconnect and reconnect of AHUs; and installation of all new DDC controls system at the facility. New mechanical equipment will be provided with factory-mounted controls.

Turnkey Installation of HVAC Equipment

Tag Data - Performance Climate Changer (Qty: 8)

Item	Tag(s)	Qty	Description	Model Number
A1	AHU-1	1	Performance Climate Changer (CSAA)	CSAA006UA
A2	AHU-5	1	Performance Climate Changer (CSAA)	CSAA004UA
A3	AHU-6	1	Performance Climate Changer (CSAA)	CSAA006UA
A4	AHU-7	1	Performance Climate Changer (CSAA)	CSAA004UA
A5	AHU-8	1	Performance Climate Changer (CSAA)	CSAA006UA
A6	AHU-9	1	Performance Climate Changer (CSAA)	CSAA004UA
A7	AHU-10	1	Performance Climate Changer (CSAA)	CSAA006UA
A8	AHU-11	1	Performance Climate Changer (CSAA)	CSAA006UA

Product Data - Performance Climate Changer

Included for each unit:

Unit level options

- Indoor unit (UL listed)
- Integral base frame
- UL listed unit
- Chilled water cooling coil section
- Hot water heating coil section

Warranty: 1st year labor & parts warranty



Turnkey Installation of Controls Equipment

Item: A1 Qty: 1 Product Data – Web-Based Direct Digital Control System

We propose to furnish and install a Trane Tracer DDC Facility Management and Temperature Control System for this project. The system will be complete and configured to meet the functional requirements of the project specifications and sequences of operation. The following details apply:

FMCS Services:

- Provide System Engineering; Installation & As built Engineered Control drawings
- Provide System Programming, Startup, and Controls System Checkout before turnover to Owner
- Provide training for Owner's Maintenance Staff in the operation of the DDC control system
- Provide 1st Year Parts Warranty for the install DDC System

FMCS Commissioning:

- Provide Trane Standard System Commissioning for the installed DDC controls System

FMCS System Controls:

- Tracer System Controller: Install System controller 1st Floor Communication Room
 - Connect communication links from associated field devices back to this point as applicable
 - Install appropriate CAT5 cabling to connect to owner's LAN
- Provide Trane Tracer SC+ Controller with the necessary programming to implement the requirements of the project specifications and sequences of operation. The system controller will reside on Owner's LAN
- Provide Site and System Graphics for navigation at the User interface accessible at Workstations across the Owner's shared LAN or through an external Internet Access Point to the shared LAN provided by Owner

Controls Integration of the following Mechanical Systems:

- (11) Constant Volume Air Handling Units with CHW\HW coils
 - Integrate Unit's Tracer UC600 with FMCS via BACnet interface
 - Provide\Install field control devices and sensors as required
 - Provide appropriate programming and perform checkout to ensure proper operation
 - Provide and install 2-way pressure independent control valves
 - programming and perform checkout to ensure proper operation
- (20) Exhaust Fan Interlocks
 - Interconnect Exhaust with air handling unit and DDC system
- (1) Chilled\Hot Water System Controls
 - Integrate the Chiller Unit Controls with the FMCS System via factory BACnet interface
 - Provide Tracer UC600 with expansion modules and integrate with FMCS via factory BACnet interface
 - Provide the necessary immersion temperature sensors, control relays, current sensors, differential pressure transmitters and ancillary installation materials needed for proper system control
 - Interconnect (1) CHW Pump motor starter with DDC controller
 - Interconnect (1) HW Pump motor started with DDC Controller
 - Provide the necessary interconnect and interlock wiring needed for proper system control
 - Provide appropriate programming and perform checkout to ensure proper operation



Mechanical Installation

Demolition

- Remove each of ten (10) four-pipe AHUs per mechanical room so that all AHUs in a single mechanical room are replaced and are operating before the one's in the next mechanical room are removed.
 - AHU-1 is located in the boiler room.
 - AHU-3, AHU-6, and AHU-7 share a mechanical room.
 - AHU-4 and AHU-5 share a mechanical room.
 - AHU-8 and AHU-9 share a mechanical room.
 - AHU-10 and AHU-11 share a mechanical room.
 - AHU-2 is to remain and is not included in this scope of work.
 - Remove each AHU complete with associated base rails and spring isolators.
 - Remove chilled and heating water piping and accessories from each AHU back through the control valve.
 - Remove each associated chilled and heating three-way control valve.

New Work

- Install ten (10) new AHUs. The Owner will furnish AHU-4 and AHU-9; Trane will furnish the remaining AHUs.
- Provide (2) wells for chilled water supply and return piping for temperature sensors.
- Provide new chilled and heating water piping from each (11) AHU. This includes existing AHU-2. Connect to the existing systems.
 - New piping size and material shall match existing.
 - Insulate new piping to match existing.
 - Provide new three-way control valves.
 - Provide new balancing valves, pressure/temperature ports, unions, etc. as indicated. The diagram applies to chilled and heating water coils.
- Provide Test and Balancing by certified NEBB Testing and Balancing Contractor.
 - For airside system on all newly installed AHUs
 For chilled water and hot water system for all newly installed AHU

Electrical Installation

Controls

- Install a Trane-provided Tracer SC Building controller in the mechanical room that houses AHUs 10 and 11. Provide and install Bacnet control wiring to all new unit controllers for equipment being provided under this scope. Include all control wiring for the following equipment:
 - (11) Constant Volume Air Handling Units with CHW\HW coils
 - AHU Sensor: Remove existing thermostat and install new in same location.
 - (20) Exhaust Fan Interlocks
 - (1) Chilled\Hot Water System Controls
- Connect BACnet Router to Owner's LAN, LAN by Owner
- Disc. Air Temp: Install Duct Temp. Probe & connect to UC600

Electrical for new equipment

- Provide electrical contracting services to disconnect power wiring for (10) existing Air Handling Units being replaced in same location as existing.
- Provide electrical contracting services to reconnect power wiring for (10) new Air Handling Units



Turnkey systems services not included

- Removal/installation of control dampers
- All Duct/Ceiling Access Doors, Cutting\Patching, Painting
- Commissioning by Third Party Agency, this is not included under this scope
- All Dampers and associate motors or actuators
- Provision, Installation or Power Wiring of All Fire, Smoke, or Combo; Fire/Smoke damper(s)
 - **NOTE:** Baldwin County Jail Facilities shall coordinate separately with Fire Alarm Company to coordinate automatic shutdown of air handling units upon activation. Baldwin County Jail Facilities shall coordinate with the duct-mounted smoke detectors for relocation upon new unit installation and verification of operation.
- Provision, Installation or Wiring of Disconnects, Motor Starters, HOAs
- LAN or TCP/IP access for FMCS Web Services, Owner responsible to provide
- All Work Not Specifically Described Above

Proposal Notes/ Clarifications

- All work to be performed during normal business hours (8am to 5pm, M-F, non-holidays)
- Proposal does not include "Premium Time" or Price Contingency therefor
- Equipment Order Release and Services rendered are dependent on receipt of PO/Subcontract and credit approval
- Trane will not perform any work if working conditions could endanger or put at risk the safety of our employees or subcontractors
- Asbestos or hazardous material abatement removal shall be performed by customer



Pricing and Acceptance

Wanda Gautney
Baldwin County Purchasing
Baldwin County Commission
175 Courthouse Square
BAY MINETTE, AL 36507 U.S.A.

Price

Total Price (1 Year Parts & Labor Equipment Warranty).....	\$491,750.00
Optional Add (5 Year Parts & Labor Equipment Warranty).....	\$12,083.00
Grand Total.....	<u>\$503,833.00</u>

Financial items not included

- Bid Bond
- Payment and Performance Bond
- Guarantee of any energy, operational, or other savings

Respectfully submitted,

Evan Helinski
Account Manager
Trane U.S. Inc. dba Trane
(251) 285-9844
Evan.helinski@irco.com

Jaclyn Weis
Account Manager
Trane U.S. Inc. dba Trane
(850) 324-4480
Jackie.weis@trane.com



ACCEPTANCE

This proposal is subject to Customer's acceptance of the attached Trane Terms and Conditions (Installation).

We value the confidence you have placed in Trane and look forward to working with you.

Submitted By: Jaclyn Weis	Office: (850) 324-4480 Proposal Date: December 5, 2018
CUSTOMER ACCEPTANCE Baldwin County Commission	TRANE ACCEPTANCE Trane U.S. Inc dba Trane
Authorized Representative	Authorized Representative
Printed Name	Printed Name Tracy Henderson
Title	Title Equipment Solutions Manager
Purchase Order	Signature Date
Acceptance Date	License Number:



TERMS AND CONDITIONS - COMMERCIAL INSTALLATION

"Company" shall mean Trane U.S. Inc. dba Trane.

1. Acceptance; Agreement. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the commercial goods and/or services described (the "Work"). COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not accept such offer by Company within 10 days, Company's counter-offer will be deemed accepted. Customer's acceptance of the Work by Company will be deemed to constitute acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.

Initials
BCK

2. Pricing and Taxes. Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer's tax exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/invoice do not include sales tax and taxes will be added. Following acceptance without addition of any other terms and conditions of sale or any other modification by Customer, the prices stated are firm provided that notification of release for immediate production and shipment is received at the factory not later than 3 months from order receipt. If such release is received later than 3 months from order receipt date, prices will be increased a straight 1% (not compounded) for each one-month period (or part thereof) beyond the 3 month firm price period up to the date of receipt of such release. If such release is not received within 6 months after date of order receipt, the prices are subject to renegotiation or at Company's option, the order will be cancelled. Any delay in shipment caused by Customer's actions will subject prices to increase equal to the percentage increase in list prices during that period of delay and Company may charge Customer with incurred storage fees.

3. Exclusions from Work. Company's obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.

Initials
BCK

4. Performance. Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Where circumstances require it, Company, at Customer's expense and before the Work begins, Customer shall provide any necessary access, platforms, scaffolds, ladders, scaffolding, or other equipment for the Work, including applicable OSHA and other industrial safety regulations.

5. Payment. Customer shall pay Company's invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorney's fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.

6. Time for Completion. Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so.

7. Access. Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization and storage. Company's access to contact any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and/or HVAC equipment in view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer's request.

8. Completion. Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all accepted items as soon as Company informs Customer that all such accepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of accepted items shall take place within five (5) days from the date when the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the accepted items, if applicable, has/have been completed.

9. Permits and Governmental Fees. Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities if the cost of such permits, fees, licenses and inspections are not included in the Proposal. Company will invoice Customer for such costs.

10. Utilities During Construction. Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work. 11. Concealed or Unknown Conditions. In the performance of the Work, if Company encounters conditions at the Work site that are (a) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (b) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found in such and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

12. Pre-Existing Conditions. Company is not liable for any claims, damages, losses, or expenses arising from or related to conditions that existed in or on or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions") including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues and/or indoor air quality issues involving mold/moist and/or



fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

13. **Asbestos and Hazardous Materials.** Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

14. **Force Majeure.** Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer. In which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause of event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God, acts of terrorism, war or the public enemy, flood, earthquake, tornado, storm, fire, civil disobedience, pandemic insurrections, riots, labor/labour disputes, labor/labour or material shortages, sabotage, restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certifications or approvals if not caused by Company, and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

15. **Customer's Breach.** Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made, or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead).

16. **Indemnity.** To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination thereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

17. **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

18. **Patent Indemnity.** Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company in connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

19. **Limited Warranty.** Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. Product manufactured by Company that includes required start-up and is sold in North America will not be warranted by Company unless Company performs the product start-up. Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from wear and tear, corrosion, erosion, deterioration, Customer's failure to follow the Company-provided maintenance plan, refrigerant not supplied by Trane, and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY EXPRESS OR IMPLIED REGARDING PREVENTION BY THE WORK, OR ANY COMPONENT THEREOF, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY SPECIFICALLY DISCLAIMS ANY LIABILITY IF THE WORK OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS.

20. **Insurance.** Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will upon request from Customer, provide a Certificate of endorsement evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits



If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

21. Commencement of Statutory Limitation Period. Except as to warranty claims, as may be applicable, any applicable statute of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.
22. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed.

Initials BK

23. Equal Employment Opportunity/Affirmative Action Clauses. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741, and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250, Executive Order 13498 and Section 25 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

24. U.S. Government Work. The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-3(a)(1). Company complies with 52.219-6 or 52.219-8 in its service and installation contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-38; 52.222-39; 52.247-44. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

25. Limited Waiver of Government Immunity. This Agreement is made and entered into by the parties to the Proposal or this Agreement in Canada. Customer, whether acting in its capacity as a government procurement entity or otherwise, hereby certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

Initials BK

1-29-251-10(0318)
Supersedes 1-29-251-10(0814)

RECOMMENDATIONS TO ENHANCE GOALS FOR BALDWIN COUNTY COMMISSIONS

This upgrade will lower your annual operating costs through energy bill and operational savings. The improvements also address overdue maintenance issues that prevent the HVAC system from performing optimally. This will allow Baldwin County Corrections to maintain space conditions for all occupants.

CURRENT ENVIRONMENT

- The existing controls are unreliable. These pneumatic controls are inefficient and not controlling as originally intended.
- The air handling units are well beyond their useful life expectancy.
- They are at a high risk for failure, which would have a negative impact on the facilities operations.

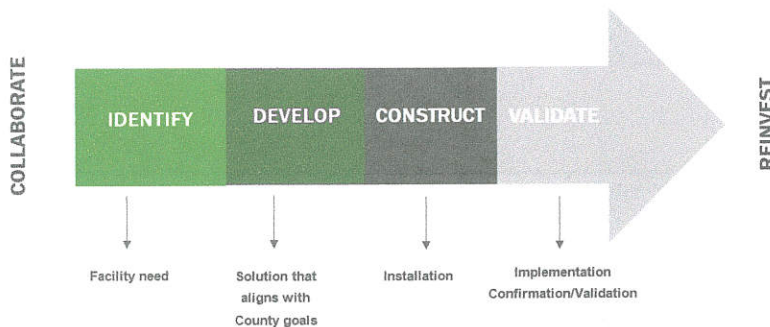


PROPOSED SCOPE OF SERVICES

This project will provide new DDC control system on the chilled water and hot water systems throughout the facility. In addition, Trane will provide (8) new HVAC units to replace total of (10) four-pipe air handler units (AHUs) throughout the facility (2 provided by the County). Electrical scope of work shall include disconnect and reconnect of AHUs; and installation of all new DDC controls system at the facility. New mechanical equipment will be provided with factory-mounted controls.

VALIDATION

Once this project is complete, Trane will work with you to validate that the improvements have been achieved the expected financial and operational results.



Utility History – YTD to SEPT 30TH

ELECTRIC: \$237,867
GAS: \$97,737
WATER: \$105,669

Utility History – Average Annual

ELECTRIC: \$317,156
GAS: \$130,316
WATER: \$117,407

FINANCIAL IMPACT

Project Metrics

Cost: \$491,750
Savings: \$45k - \$67k
Payback: 7 – 10 years

- * Estimated Annual Savings: 10 – 15% on Electricity and Natural Gas
- * This equates to an estimated \$45,000 - \$67,000 in Utility Savings
- * Reduction in Maintenance Costs: 25-30%
- * Elimination of Breakdowns: 70-75%
- * Reduction in Downtime: 35-45%



Baldwin County Commission

Agenda Action Form

File #: 19-0499, **Version:** 1

Item #: BE19

Meeting Type: BCC Regular Meeting

Meeting Date: 1/15/2019

Item Status: New

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

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Quotes for Painting and Replacing the Carpet in the Upstairs District Attorney Offices Located in the Baldwin County Courthouse

STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the quote and authorize the Purchasing Director to issue a purchase order to **Spanish Fort Painting and Construction, LLC**, in the amount of **\$11,728.00** for painting the interior offices in the upstairs District Attorney area located in the Bay Minette Courthouse.
- 2) Approve the quote and authorize the Purchasing Director to issue a purchase order to **Delta Flooring, Inc.**, in the amount of **\$12,939.00** for the purchase and installation of new carpet for upstairs District Attorney area located in the Bay Minette Courthouse.

Funding source will be Building Maintenance budget (51995.5231)

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Baldwin County District Attorney, Bob Wilters, has requested that the Commission paint and the replace the carpet in his upstairs office located in the Bay Minette Courthouse. The walls have not been painted since the early 2000's and the carpet is very worn. A quote was received from Spanish Fort Painting and Construction, LLC in the amount of \$11,728.00 and a quote from Delta Flooring, Inc., in the amount of \$12,939.00 for the purchase and installation of the new carpet. The funding source will be from the Building Maintenance budget 51995.5231.

FINANCIAL IMPACT

Total cost of recommendation: Total project cost \$24,667.00

Budget line item(s) to be used: 51995.5231

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

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?
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: 01/15/2019

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

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

Additional instructions/notes: N/A

Spanish Fort Painting and construction LLC
 7688 SUITE A SPANISH FORT BLVD
 SPANISH FORT, AL 36527 US
 (251)6268273
 harry-harris@att.net



ADDRESS
 Baldwin County Commission

ESTIMATE 1075

DATE 12/13/2018

ACTIVITY	QTY	RATE	AMOUNT
Services The following work to be performed at The DAs office suites 2nd floor	1	0.00	0.00
Services Prep, Prime , and paint the following; base Board, Chair Rail,Kitchen Cabinets,Door Casings, And wall Paneling with S&W 7534 Outerbanks Semi Gloss	1	0.00	0.00
Services Prep, Prime , and Paint Door slabs, Counter top(Kitchen) with S&W 7622 Hamberg Gray Semi Gloss	1	0.00	0.00
Services Prep. Prime, and paint Walls: Walls Above Chair Rail S&W 7531 Canvas Tan Egg Shell Under Chair Rail S&W 7532 Urban Putty Egg Shell	1	0.00	0.00
Services Prep, Prime ,and Paint Closets With S&W Canvas Tan Egg Shell	1	0.00	0.00
Services All For The Sum of	1	11,728.00	11,728.00
Services Knock Down Omitted By Mr Bob Wilters DA due to additional cost , Extra time required.	1	0.00	0.00

Delta Flooring, Inc.

213 East 1st Street
Post Office Box 847
Bay Minette, AL 36507
Phone: (251) 937-0506
Fax: (251) 937-0560

Bid Proposal

December 18, 2018

DFI Proposal

Subject: 2nd Floor DA
Reference: Flooring

Delta Flooring, Inc. is pleased to submit for your approval our proposal to furnish and install the following flooring for the above subject facility. Our pricing and scope of work is as follows:

Amount: \$12,939.00

- Demo carpet.
- Provide and install Shaw carpet tile with a material allowance of \$15.00.
- Remove and replace shoe mold.
- Minor floor prep only.
- Move furniture as needed to install carpet tile.

Notations and Clarifications:

1. Normal services will need to be provided such as electricity, lighting, ventilation, air, trash receptacles, water, etc.
2. Payment terms: Progressive payments Net 30 days from date of invoice.
3. The schedule of work must allow open access to the areas that are to be covered;
4. Work will be performed working normal hours Monday thru Friday 7AM to 3:30PM.
5. Covering, protecting or waxing of the finish floor is excluded.

Thank you for giving Delta Flooring the opportunity to submit our proposal. If you should have any questions or require additional information, please give me a call.

Regards,

Gayland Hadley



Baldwin County Commission

Agenda Action Form

File #: 19-0530, **Version:** 1

Item #: BF1

Meeting Type: BCC Regular Meeting

Meeting Date: 1/15/2019

Item Status: New

From: Mike Howell, CBO, CFM, Coastal Program Director

Submitted by: Kim Nelson, CFM, Coastal Coordinator

ITEM TITLE

Alabama Department of Environmental Management (ADEM) Contractual Agreement - Coastal Program, Fiscal Year 2018-2019

STAFF RECOMMENDATION

Authorize the Chairman to execute the "Contractual Agreement Between the Baldwin County Commission and the Alabama Department of Environmental Management" in the amount of \$35,000.00 relating to the Baldwin County Coastal Area Program being delegated to issue Coastal Area Management Program Non-Related Use Permits for new construction, repair and reconstruction activities on properties intersected by the Construction Control Line (CCL) within the geographic jurisdiction of unincorporated Baldwin County, and to monitor and inspect coastal activities.

The Agreement shall begin on the date of execution and shall terminate on September 30, 2019 with the understanding that the Agreement is subject to earlier termination as otherwise provided within the Agreement.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The ADEM Contractual Agreement was received via email on December 4, 2019. The amount of the Agreement is \$35,000.00 dollars; the County matches this amount with in-kind services. This enables the Coastal Area Program to issue Coastal Area Management Program Non-Regulated Use Permits for New Construction, repair and reconstruction activities on properties intersected by the Construction Control Line (CCL) within the geographic jurisdiction of the unincorporated Baldwin County, and, also monitor and inspect coastal activities.

This Agreement remains the same as the previous year and no changes have been made since prior Legal review.

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: No

Individual(s) responsible for follow up: Once Agreement has been signed by Chairman; Bay Minette Administration staff to return to Kim Nelson, Building Inspection Department two (2) original signed Agreements for hand delivery to ADEM. Correspondence letter to be addressed to the following:

Mr. Lance R. LeFleur, Director
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

Additional instructions/notes: N/A

FY 2018-2019

STATE OF ALABAMA)
)
MONTGOMERY COUNTY)

CONTRACTUAL AGREEMENT BETWEEN BALDWIN COUNTY COMMISSION AND THE ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

This Agreement is entered into between Baldwin County Commission (Contractor) and the Alabama Department of Environmental Management (Department). This Agreement will provide for Local assistance in permitting, regulating, monitoring and inspecting certain regulated activities within the Coastal Area

The parties hereto agree as follows:

1. Scope of Services

The Contractor will provide services as set out in the Scope of Services, which is included with this Agreement as Attachment A and which is incorporated as if fully set out herein.

2. Payment

A. The Department agrees to reimburse the Contractor an amount not to exceed \$35,000.00 for the services performed under this Agreement. Unless otherwise specified in the work-plan, mileage, travel and per diem costs will be reimbursed in accordance with state law.

B. The Contractor shall submit invoices in triplicate not more than once per quarter to the Department for actual cost incurred. The final invoice shall be submitted within fifteen (15) days of expiration of this Agreement.

C. In the case of non governmental agencies, prior to the purchase of any items or the execution of any printing contracts under this agreement with a value less than \$1,000.00, one quote or attempt for a quote of outside costs, including but not limited to copying costs and freight terms, must be obtained. For items with a value from \$1,000.00 to \$3,000.00, two such quotes or attempts for quotes must be obtained. For items with a value from \$3,000.00 to \$7,499.00, three such quotes or attempts for quotes must be obtained. The purchase of any items or the execution of any contract shall comply with the Alabama Bid Laws Sections 41-16-20 et. Seq. of the Code of Alabama (1975).

D. The Contractor agrees to provide \$35,000.00 in nonfederal funds or services on the project, in addition to the amount noted in subparagraph 2A. The contractor shall submit in triplicate, statements itemizing the expenditure of those matching funds.

3. Term of Agreement

All work performed under this Agreement shall begin on the date on which this Agreement is executed, and shall terminate on September 30, 2019. This Agreement is conditioned upon the receipt of sufficient funds from the National Oceanic and Atmospheric Administration and is subject to termination in the event of proration of the fund from which

payment under this Agreement is to be made. If the term of this Agreement extends beyond one fiscal year, this Agreement is subject to termination in the event that funds are not appropriated for the continued payment of the contract in subsequent fiscal years. This Agreement may be amended by the mutual written agreement of both parties.

4. Termination of Agreement for Cause

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligation under this Agreement, or if the Contractor shall violate any of the covenants, agreements or stipulations of this Agreement, the Department shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. In that event, any finished or unfinished studies, reports or other work by the Contractor shall, at the option of the Department, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed under this Agreement.

5. Termination for Convenience of the Department

The Department may terminate this Agreement at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination and under the same conditions as herein set forth for the Department, the Contractor may cancel this Agreement. In the event of cancellation, all finished or unfinished studies, reports or other work by the Contractor shall, at the option of the Department, become its property. If the Agreement is terminated by the Department as provided herein, the Contractor shall be paid for all work satisfactorily completed prior to termination.

6. Changes

The Department may, from time to time, require changes in the scope of services of the Contractor to be performed hereunder. Such changes, including any increases or decreases in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Department and the contractor shall be incorporated in written amendments to this Agreement.

7. Title VI and Equal Employment Opportunity

The Contractor will comply with Title VI of the Civil Rights Act of 1964 (88-352) and all requirements of the U. S. Environmental Protection Agency (hereinafter called "EPA") issued pursuant to that title, to the end that in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this contract.

There shall be no discrimination against any employee who is employed in the work covered by this Agreement, or against any applicant for such employment, because of race, color, religion, sex, national origin, age or disability covered by the Americans with Disabilities Act. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay

or other forms of compensation; and selection for training including apprenticeship. The Contractor shall insert a similar provision in all subcontracts for services covered by this Agreement.

8. Interest of Members of the Department and Others

No officer, member or employee of the Department and no members of the Environmental Management Commission, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

9. Assignability

The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Department.

10. Findings Confidential

Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Agreement which the Department requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the Department, unless such confidentiality would be contrary to the law of the State of Alabama or the United States.

11. Acknowledgment

Videos, films, computer disks, printed information or other materials produced for dissemination under this agreement must include the Department's logo, prominently displayed, along with the following acknowledgment:

“This project was funded or partially funded by the Alabama Department of Environmental Management.”

12. Reproducible Materials

Any printed information, photographs or art works delivered to the Department under this agreement shall be camera ready and/or computer ready as appropriate. The master tape of any video or audio productions will be delivered to the Department in an immediately reproducible form. Any computer program generated under this agreement will be delivered to the Department in an original and immediately reproducible form.

13. Officials Not to Benefit

No member of or delegate to the Congress of the United States of America, and no resident commissioner, shall be admitted to any share or part hereof or to any benefit to arise herefrom.

14. Copyright

No reports, maps, or other documents or products produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the contractor.

15. Audits and Access to Records

The Contractor agrees to abide by the requirements of OMB Circular A-133. When financial statements are prepared and an audit is performed as a result of OMB Circular A-133 requirements the Contractor shall provide the Department with a copy of its audit report covering the period of this contract within thirty (30) days of receipt by the Contractor of the auditor's report.

If OMB Circular A-133 is applicable the Contractor agrees that the comptroller General of the United States or any of his/her duly authorized representatives, the Secretary of Commerce or any of his/her duly authorized representatives, the Director of ADEM or any of his/her duly authorized representatives, and the Chief Examiner of the Department of Examiners of Public Accounts and any of his/her duly authorized representatives shall, until the expiration of three (3) years from the date of submission of the final financial report, have access to and the right to audit, examine, and make excerpts or transcripts from any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Agreement. The Contractor agrees to provide access to any or all documents, papers, records and directly pertinent books of the Contractor involving transaction related to this Agreement upon written request from the Director of ADEM.

16. Taxes

The Contractor is responsible for reporting and making payment of any applicable federal and state taxes which may be due as a result of payments received pursuant to this Agreement.

17. Contractor Not Entitled to Merit System Benefits

In the case of Non-State Agencies under no circumstances shall the Contractor or any of its employees be entitled to receive the benefits granted to State employees under the Merit System Act by reason of this Agreement.

18. Not to Constitute a Debt of the State/Settlement of Claims

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this contract shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this contract, be enacted, then the conflicting provision in the contract shall be deemed null and void. The contractor's sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

For any disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering

settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General's Office of Administrative hearings or where appropriate, private mediators.

19. Requisite Reviews and Approvals

Baldwin County Commission acknowledges and understands that this contract is not effective until it has received all requisite state government approvals and Baldwin County Commission shall not begin performing work under this contract until notified to do so by the Alabama Department of Environmental Management. Baldwin County Commission is entitled to no compensation for work performed prior to the effective date of this contract.

20. Immigration Affirmation

"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."

21. Prohibition against Boycotting by Contractors

In compliance with Act 2016-312, the Contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

Baldwin County Commission

ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

By: _____
Charles F. "Skip" Gruber
Chairman, Baldwin County Commission

By: _____
Lance R. LeFleur
Director

As to Legal Form

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on this the _____ day of _____, 201__.

ATTACHMENT A

SCOPE OF SERVICES

The Baldwin County Commission (County) agrees to perform and carry out in an expedient, satisfactory and proper manner as determined by the Alabama Department of Environmental Management (Department), the services and administrative elements described below for the mutual benefit of the County and the Department. This contract is to assist the County's efforts to conduct building inspection services, review applications for construction activities and other related activities, and to assist the Department in the implementation and administration of the Alabama Coastal Area Management Plan (Management Program) and ADEM Division 8 Coastal Program rules. The County shall operate a delegated Coastal Area Management Program permitting program for construction activities on beaches and dunes as provided for under the ADEM Admin. Code 335-8-1-.12. The County shall operate this program in accordance with the Memorandum of Agreement, which was executed on September 14, 2014, between the County and the Department and as maybe updated with the mutual agreement of the County and the Department.

I. Consistency Reviews

- A. The County shall conduct reviews to insure that construction activities and other activities on Gulf-fronting beaches and dunes that are subject to ADEM Admin. Code 335-8-.08 (Construction on Beaches and Dunes) are conducted in compliance with the ADEM Division 8 Coastal Program rules and the appropriate County ordinances. The County shall conduct all reviews as provided in the ADEM Division 8 Coastal Program rules. The County shall not issue any permits inconsistent with ADEM Division 8 Coastal Program rules.

Upon conclusion of each Coastal Area Management Program permit application review, a copy of each issued Coastal Area Management Program permit or denial shall be submitted to the Department. Additionally, the following shall be maintained in the County's file:

1. A written recommendation over the signature of the Chairman or his designated official concerning issuance or denial of a permit or certification consistent with the ADEM Division 8 Coastal Program rules.
2. A copy of the complete application and any materials submitted by the applicant in support of the proposed activity.
3. A copy of all correspondence associated with the applications, including coordination letters, comment letters and final issued permit.
4. Proof of publication of a public notice as provided in Item C.
5. A copy of the transcript of any public hearing associated with the review.
6. Documentation that the review conducted included a review by the appropriate federal or state agency with responsibility for enforcing the state or federal statutes listed in ADEM Admin. Code 335-8-2-.01.
7. Documentation that the review conducted included an approved "Environmental Impact Natural Hazards Study" and the "Beach and Dune Enhancement Plan" submitted as a

requirement of ADEM Admin. Code 335-8-2-.08(3)(d), or equivalent, if new rules are promulgated by ADEM.

8. Documentation that in the process of the review, that ADEM Admin. Code 335-8-1-.03, 335-8-1-.04, 335-8-1-.05, 335-8-1-.07, 335-8-1-.08, or equivalent, if new rules are promulgated by ADEM, were considered and complied with.
 9. In order to insure continued compliance with the ADEM Division 8 Coastal Program rules, each Coastal Area Management Program permit issued shall contain, at a minimum, the permit conditions listed in Attachment B of this contract.
- B. For the following activities conducted within the jurisdiction of the County, the County shall require the permit applicant to furnish documentation that the ADEM Division 8 Coastal Program rules or other ADEM regulations have been met prior to the issuance of a building permit:
1. All new commercial and residential developments located wholly or partially within the coastal area which are or will be greater than five (5) acres in size and have areas which are or could be delineated as wetlands or are adjacent to coastal waters or on properties intersected by the construction control line.
 2. Proposals to construct a new well or significantly alter an existing well in order to pump more than fifty (50) gallons of water per minute.
 3. Proposals for the construction of bulkheads, retaining wall, rip-rap or similar hardened erosion control structures along Gulf-fronting beaches and dunes.
 4. Any application for a permit that requires an "Environmental Impact and Natural Hazards Study" and/or a "Beach and Dune Enhancement Plan."
 5. Any application for a permit involving the dredging or filling of wetlands or water bottoms.
- C. The County shall issue a public notice for each Coastal Area Management Program permit application received which is determined to be subject to the permitting requirements of the ADEM Admin. Code 335-8-2-.08 and/or the equivalent County ordinance. Said public notice shall be published in a local paper of general circulation and shall provide for a public comment period of not less than thirty (30) days from date of publication of the notice. A copy of each public notice shall be submitted to the Department upon publication. All comments received from said notices and results of any public hearings resulting from said notices shall be considered by the County in making its coastal consistency determination and permit approval or denial.

II. Building Inspections

- A. ADEM supports the County who shall expedite building inspection services presently available in the Coastal Area to ensure that additions to structures, new structures, and reconstructions on properties within the County's jurisdiction are built according to relevant building codes, and local codes. Building inspections of projects within the Coastal Area involving wetlands fill or dredging, commercial developments, residential developments and subdivisions of property which are or will be greater than five (5) acres in size, the construction of bulkheads or other similar erosion control structures and projects impacting state water bottoms (including piers, boathouses and similar structures) shall be conducted to ensure that all structures are permitted or otherwise approved by the Department and/or that they are otherwise constructed consistent with the permit and/or other authorization issued by the Department.
- B. The definitions of Coastal Area, construction activities, structures, and other pertinent wording shall be defined by ADEM Administrative Code Rule 335-8-1-.02, or equivalent section if new rules are promulgated by ADEM.
- C. The County shall notify permit applicants that they are required to obtain an ADEM Construction Stormwater Discharge Permit for any land disturbing activities affecting greater than one (1) acre. Applicants shall contact ADEM's Mobile Branch Office.

III. Dune Protection

- A. The County agrees to patrol the beach and dune areas and to maintain posted signs in these areas to enforce Act 775, Acts of Alabama 1973, page 1184 (Protection of Sand Dunes), Act 971, Acts of Alabama 1973, page 1487 (Protection of Wild Sea Oats), Act 81-563, Acts of Alabama 1981, page 948 (vehicles on beaches and dunes), the provisions of ADEM Administrative Code R 335-8-2-08(3), R335-8-2-.08(6), and any dune and beach ordinances.
- B. The County shall maintain and erect appropriate signage as needed related to Act 971, Acts of Alabama 1973, page 1487 (Protection of Wild Sea Oats) and Act 81-563, Acts of Alabama 1981, page 948 (Vehicles on Beaches and Dunes).
- C. The County shall maintain a construction control line as approved by the Department and in conformance with ADEM Admin. Code 335-8-1-.02(p) and regulate activities associated with the construction control line through local ordinances which are at least as stringent as those found in the ADEM Division 8 Coastal Program rules, in particular R335-8-2-.08, or equivalent, if new rules are promulgated by the Department.
- D. The County shall notify the Department of any activities such as special exception uses, variances, zoning changes and replatting or resubdivision of any lots which involve properties intersecting the construction control line.
- E. The County may purchase sand-fencing and vegetation native to the Gulf-fronting beaches and dunes to enhance and stabilize public-owned beaches within the County's jurisdiction.

IV. Monitoring (Surveillance)

- A. The County shall conduct monitoring activities to assist the Department in ensuring that uses previously reviewed or permitted, and those uses subject to the Management Program which have not been submitted for review, are carried out in a manner consistent with the appropriate County ordinances and the ADEM Admin. Code R 335-8-2-.08, or equivalent, if rules are promulgated by the Department.
- B. The County shall take authorized enforcement actions against violators and shall provide written notification to the Department upon detection of unauthorized activities.
- C. The County shall perform weekly monitoring along the beachfront property within its jurisdiction to ensure no unpermitted construction is taking place along the beaches of Alabama. This monitoring shall be performed from the seaward side of gulf-fronting structures. This monitoring may include water quality monitoring.
- D. The County shall notify the Department of any construction activities or uses that lie within its corporate limits or permitting jurisdiction which are of concern to the local unit of government or its citizens, and may be inconsistent with the Management Program. Such notification shall be addressed to the ADEM Coastal/Facility Section office.

V. Permit Information Center

- A. A Permit Information Center shall be established and maintained by the County in a central location to provide information on activities regulated by city, county, state and federal agencies. Persons proposing a use in the coastal area and the general public must be able to visit the Center and obtain general information on Coastal Zone Management, a determination of the permits needed, copies of necessary permit applications and assistance in filling out necessary forms.
- B. The County shall notify all other local departments, agencies and officials which have permitting authority in the County's jurisdiction of the construction control line and the specific requirements for construction and other activities which take place on property intersected by the construction control line.

VI. Personnel and Training

- A. The County shall hire sufficient personnel to accomplish the requirements of this Scope of Services, including permitting, inspections, monitoring, and other required duties. Said personnel shall be provided proper equipment to accomplish their duties, including a dedicated 4 wheel drive vehicle for beach and dune monitoring and inspections, and any other required equipment. Required vehicles and equipment may be purchased using funds provided under this Cooperative Agreement.
- B. The County shall conduct a training program for new personnel employed to carry out the services in (I.) through (V.) above.
 - 1. Personnel training must be conducted to ensure knowledge of (1) appropriate provisions of the Alabama Coastal Area Management Plan document, (2) appropriate state acts, (3) applicable federal laws, (4) ordinances, and (5) ADEM Division 8 Coastal Program rules.

2. A minimum of two hours of initial training and additional refresher training, as needed, must be provided for each employee.
3. A record of training conducted shall be maintained to document the subject matter, hours, dates, attendees and instructors.
4. Upon request, the Department will provide technical assistance in providing required training.

VII. Beach Cleanups

- A. The County shall conduct weekly beach and dune litter cleanups on all county-owned public beach sites. The County shall submit monthly progress reports regarding quantity or nature of litter removed from the beach sites. The County shall provide trash and recycling receptacles at all public access sites.
- B. The County shall assist the Alabama Department of Conservation and Natural Resources-State Lands Division-Coastal Section and the Department during coastal cleanups and Adopt-A-Beach activities, if requested to do so.

VIII. Reporting

- A. Copies of all public notices issued for Coastal Area Management Program permit applications subject to the permitting requirements of ADEM Admin. Code 335-8-2-.08 and/or the equivalent County ordinance shall be submitted to the Department within five (5) days of publication.
- B. A monthly progress report must be prepared by the County and submitted to the Department within thirty (30) days of the end of each month. This report shall include the following:
 1. Number and type of building inspections performed for projects on Gulf-fronting properties and for other projects within the Coastal Area.
 2. Number of building permit applications received for Gulf-fronting properties.
 3. The number of building permit applications received for Gulf-fronting properties which are subject to the permitting requirements of ADEM Admin. Code 335-8-2-.08, and/or equivalent City ordinance.
 4. Number of building permit issued for project on Gulf-fronting properties.
 5. Number of Coastal Area Management Program permits issued under ADEM Admin. Code 335-8-2-.08, and/or equivalent County ordinance.
 6. A copy of each Coastal Area Management Program permit issued under ADEM Admin. Code 335-8-2-.08, and/or equivalent County ordinance.
 7. Number of beach front monitoring patrols conducted including the number of miles of beach monitored during each patrol.

8. Number and type of coastal program violations and type of actions taken (spot correction, formal enforcement action, etc.).
9. A tally of the number of visitors to the permit information center.
10. A note on any changes in the program, such as the addition of new personnel for the monthly reporting period.

ATTACHMENT B

PERMIT CONDITIONS

1. The permittee bears full responsibility for the accurate determination of the location of the construction control line and the location of all structures on the property specified in this permit, and may be subject to administrative action for the construction of any structures constructed seaward of the construction control line.
2. Should cultural resources be encountered during project activities, all construction activities must cease and the permittee shall contact the Alabama Historical Commission immediately. This condition should be placed on the construction plans to ensure contractors are aware of it.
3. During construction activities, a copy of this permit must be kept on-site at all times and must be made available for inspection by the County, the Alabama Department of Environmental Management or its representative upon request.
4. This permit is conditioned upon continued compliance with the Alabama Coastal Management Program.
5. No construction materials or debris may be stored or placed seaward of the construction control line.
6. No sand shall be removed from the construction site. Any excess sand shall be placed in areas designated by the County, the Alabama Department of Environmental Management or its representative.
7. Unless specifically authorized by this permit, no equipment shall be operated seaward of the construction control line excepting that essential to the construction of dune walkovers, and pumping water to set pilings. All runoff water from the jetting of pilings shall be directed and contained landward of the CCL. The Permittee shall restore any disturbed areas seaward of the construction control line and outside the "footprint" of construction to pre-project conditions. All restoration work is subject to review and approval by the County, the Alabama Department of Environmental Management or its representative.
8. This permit does not relieve the applicant or permittee of the responsibility to comply with all applicable federal, state, county and municipal laws, rules or ordinances nor to obtain any other licenses or permits which may be required thereby.
9. Any fill materials used in undertaking the activities authorized by this permit shall be free of construction debris, rocks or other foreign matter and shall consist of sand which is similar to that existing on the site in both coloration and grain size. No clay materials may be used unless specifically approved by the County.
10. The permittee shall allow any duly authorized employee of the County, the Alabama Department of Environmental Management, or Attorney General or District Attorney to enter upon the premises associated with the project authorized by this permit for the purposes of ascertaining compliance with the terms and conditions of the permit and with the rules and regulations of the Alabama Department of Environmental Management.

11. This permit does not authorize any activity or result therefrom not specified herein, nor does this permit convey any property rights in either real or personal property, or any exclusive privileges, nor does it authorize any injury to persons or property or invasion of other rights or any infringement of federal, state, or local laws or regulations.
12. The permittee shall provide enclosed containers for refuse on the project site.
13. The permittee shall not commence construction of any house, building or other structure until the permittee has received a building permit from the appropriate local or county authority responsible for implementation of the National Flood Insurance Act of 1968, as amended, and regulations adopted thereunder.
14. The construction activities authorized by this permit shall commence within twelve (12) months of the date of issuance and shall be completed within thirty-six (36) months of the date of issuance of this permit. The permittee may request extensions by providing written notice to the County within sixty (60) days prior to the time limitations specified above. Upon such notice the County may require the submission of additional information and/or a new permit application and additional fees may be required.

All that is necessary for the triumph of evil is that good men do nothing.

Edmund Burke

From: Collins, Roy [mailto:RHC@adem.alabama.gov]

Sent: Tuesday, December 04, 2018 9:33 AM

To: Kim Nelson <KNELSON@baldwincountyal.gov>

Subject: FY19 Contract

Kim, take a look at the attached contract. I think I have caught all of the errors regarding funding sources and timing for final invoice. But if you see anything that needs to be modified please let me know. The scope of services is the same as always.

If it looks good please continue processing for signature on your side. I will need two original signature copies for me to collect and deliver for further processing on my end.

If you have any questions, please contact me.

Thanks,

Roy

Kim Nelson

From: Collins, Roy <RHC@adem.alabama.gov>
Sent: Tuesday, December 11, 2018 11:13 AM
To: Kim Nelson
Subject: Re: FY19 Contract

Good catch. Please go ahead and make the changes in the word document if you don't mind and then continue to process on your side. Also send me a copy of the corrected word document version and I will attempt to get it into the system so we do not have a repeat next year. I didn't take a look at the Scope of Services portion. Guess I will from now on.

Also, if you have an approximate time that you think you will have a signature, please let me know. I have a couple that are ready but I usually attempt to hold them all and send them at the same time if possible. It is usually faster if I do so.

Thanks,
Roy

From: Kim Nelson <KNELSON@baldwincountyal.gov>
Sent: Tuesday, December 11, 2018 11:06 AM
To: Collins, Roy
Subject: RE: FY19 Contract

Roy,

Good morning. I reviewed the FY 19 contract. There are some changes that need to be may to the Scope of Services, City needs to be replaced with County. I have attached a scanned copy with the items highlighted.

Thanks

Kimberley "Kim" Nelson, CFM
Office Administrator/Coastal Coordinator
Baldwin County Building Inspection & Coastal Area Program
201 East Section Avenue
Foley, AL 36535
251.943.5061 ext. 2817 switchboard
251.972.6837 direct
251.972.6820 fax
knelson@baldwincountyal.gov



Baldwin County Commission

Agenda Action Form

File #: 19-0500, **Version:** 1

Item #: BJ1

Meeting Type: BCC Regular Meeting

Meeting Date: 1/15/2019

Item Status: New

From: Teddy J. Faust, Baldwin County Revenue Commissioner;
Walt Lindsey, Chief Appraiser

Submitted by: Susan Hill, Chief Administrative Assistant

ITEM TITLE

Sale of Vehicles on GovDeals.com by the Baldwin County Revenue Commission Department

STAFF RECOMMENDATION

Authorize the sale of four (4) vehicles from the Baldwin County Revenue Commission with the revenue from the sale of these vehicles to be deposited into Reappraisal Funds:

2009 Ford Ranger - Vin #1FTYR14DX9PA62599 (AKA #3)

2009 Ford Ranger - Vin #1FTYR14D89PA62598 (AKA #4)

2009 Ford Ranger - Vin #1FTYR14D69PA62597 (AKA #5)

2009 Ford Ranger - Vin #1FTYR14D49PA62596 (AKA #6)

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Baldwin County Revenue Commission office currently has four (4) vehicles that are no longer being used. These vehicles were purchased through the Reappraisal Funds (Baldwin County Revenue Commission Office budget).

2009 Ford Ranger (AKA #3) - VIN#1FTYR14DX9PA62599

Mileage: 65,482

Condition: Good

Anticipated Sale Price: \$6,000.00

2009 Ford Ranger (AKA #4) - VIN #1FTYR14D89PA62598

Mileage: 57,901

Condition: Good

Anticipated Sale Price: \$6,000.00

2009 Ford Ranger (AKA #5) - VIN #1FTYR14D69PA62597

Mileage: 57,993

Condition: Good
Anticipated Sale Price: \$6,000.00

2009 Ford Ranger (AKA #6) - VIN #1FTYR14D49PA62596
Mileage: 38,991
Condition: Good
Anticipated Sale Price: \$6,500.00

All four vehicles were used to inspect property throughout Baldwin County, Alabama for ad valorem tax purposes and are currently located at the Baldwin County Revenue Office in Bay Minette, Alabama. Jump start may be required on one or more of these vehicles.

Anticipated length of time on auction for these vehicles would be approximately two weeks.

FINANCIAL IMPACT

Total cost of recommendation: Revenue

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Makayla Shiver, Finance and Accounting Department, will

coordinate the auction through Govdeals.com

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

Additional instructions/notes: N/A



RANGER

BALDWIN COUNTY
APPRAISAL DEPARTMENT



BALDWIN COUNTY
APPRAISAL DEPARTMENT







BALDWIN COUNTY
APPRAISAL DEPARTMENT

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RANGER





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BALDWIN COUNTY
APPRAISAL DEPARTMENT





BALDWIN COUNTY
APPRAISAL DEPARTMENT

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BALDWIN COUNTY
APPRAISAL DEPARTMENT





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RANGER



BALDWIN COUNTY
APPRAISAL DEPARTMENT

6



ALABAMA COUNTY
APR 15 2012





Baldwin County Commission

Agenda Action Form

File #: 19-0512, **Version:** 1

Item #: BL1

Meeting Type: BCC Regular Meeting

Meeting Date: 1/15/2019

Item Status: New

From: Terri Graham, Development and Environmental Director

Suzanne Doughty, Senior Accountant

Submitted by: Suzanne Doughty, Senior Accountant

ITEM TITLE

Baldwin County Solid Waste Uncollectible Residential Accounts

STAFF RECOMMENDATION

Approve the attached uncollectible residential garbage accounts list for write-offs in the amount of \$739.90.

BACKGROUND INFORMATION

Previous Commission action/date: No

Background:

Date: 10/16/2018 - Commission approved to write off \$506.85 of uncollectible residential garbage accounts.

Date: 11/20/2018 - Commission approved to write off \$864.10 of uncollectible residential garbage accounts.

Date: 12/18/2018 - Commission approved to write off \$706.85 of uncollectible residential garbage accounts.

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

1. Notice of delinquency provided. Statement contains "Past Due" watermark.
2. If account is not brought current by the first week of the following billing month, a *Notice of Show Cause Hearing* is mailed immediately.
3. If account remains delinquent after subsequent attempts to collect, a delinquency letter is sent via the District Attorney's office.
4. When deemed appropriate, house visits or do not pick-up service orders will be implemented.
5. If account remains delinquent after all attempts to collect (noted above) have been exhausted, the account holder, where appropriate, is referred to the District Attorney for possible criminal

prosecution.

FINANCIAL IMPACT

Total cost of recommendation: \$739.90

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Solid Waste Collection Administration and Finance and Accounting Department

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

Additional instructions/notes: N/A

Baldwin County Solid Waste
 Residential Uncollectible Accounts
 January 2019

BillToName	BillToCity	BillToState	Reason	BalanceTotal	DA Letter	Cert SC	Summons
Brown, Milburn	Foley	AL	Deceased - DOD: 11/27/18	\$32.00			
Daugherty, Roscoe S.	Elberta	AL	Deceased - DOD: 07/21/18	\$32.00			
Davis, Marylou	Robertsdale	AL	Deceased - DOD: 09/25/18	\$595.90	X	X	X
White, Brenda	Bay Minette	AL	Unable to Locate	\$80.00			
				<u>\$ 739.90</u>			



Baldwin County Commission

Agenda Action Form

File #: 19-0507, **Version:** 1

Item #: BL2

Meeting Type: BCC Regular Meeting

Meeting Date: 1/15/2019

Item Status: New

From: Terri Graham, Development Environmental Director

Submitted by: Victoria Key, Administrative Support Specialist I

ITEM TITLE

Discontinuation of Garbage Pickup and Disposal by the Baldwin County Solid Waste Department in the Corporate Limits of the Town of Loxley

STAFF RECOMMENDATION

As requested by the Town of Loxley by Resolution #2018-27, discontinue garbage pickup and disposal by the Baldwin County Solid Waste Department within in the corporate limits of the Town of Loxley effective on April 1, 2019, specifically in the Stonebridge Subdivision, as described in the Town of Loxley's Resolution #2014-30, adopted December 8, 2014.

BACKGROUND INFORMATION

Previous Commission action/date: July 21, 2015

Background: The Baldwin County Commission during its regularly scheduled meeting held on July 21, 2015, acknowledged receipt of the Town of Loxley's Resolution #2014-30, adopted December 8, 2014 by the Town of Loxley for the Baldwin County Solid Waste Department to perform garbage and collection and disposal services inside corporate limits of the Town of Loxley, specifically the Stonebridge Subdivision as described as the specified area within the resolution.

The Baldwin County Commission received a new Resolution #2018-27 from the Town of Loxley which rescinds the Town's previous Resolution #2014-30. Town of Loxley is now able to provide for solid waste collection and disposal services in the specific service area within the corporate limits.

FINANCIAL IMPACT

Total cost of recommendation: TBD

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

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

N/A

LEGAL IMPACT

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

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: Administration

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

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

Correspondence -
Mayor Billy Middleton
P.O. Box 9
Loxley, Alabama 36551

cc: Terri Graham, BCSW

Additional instructions/notes: N/A

RESOLUTION NO. 2018-27

A RESOLUTION REGARDING SOLID WASTE COLLECTION AND DISPOSAL WITHIN A SPECIFIC SERVICE AREA IN THE TOWN'S MUNICIPAL LIMITS.

WHEREAS pursuant to Resolution No. 2014-30 the Baldwin County Commission provided solid waste collection and disposal services in an area within the municipal limits along State Highway 31 described as the "Specific Service Area;" and

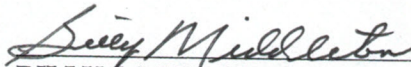
WHEREAS, the Town of Loxley is now able to provide for solid waste collection and disposal services in the Specific Service Area; and

WHEREAS, representatives of the Town of Loxley and the County Commission have been discussing the cessation of services by the County Commission in the Specific Service Area.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN OF LOXLEY AS FOLLOWS:

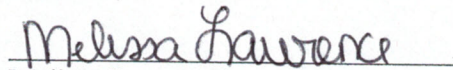
1. That the Town of Loxley hereby rescinds Resolution No. 2014-30.
2. That the Town of Loxley shall hereinafter provide solid waste collection and disposal services in the Specific Service Area.
3. That the Town of Loxley hereby extends its appreciation to the County Commission for providing reliable solid waste collection and disposal services in the Specific Service Area.

APPROVED AND ADOPTED, this the 10th day of December, 2018.



BILLY J. MIDDLETON
Mayor

Attest:



Melissa Lawrence
Town Clerk/Treasurer
00571841.DOCX



COUNTY COMMISSION

BALDWIN COUNTY
312 Courthouse Square, Suite 12
BAY MINETTE, ALABAMA 36507
(251) 937-0264
Fax (251) 580-2500
www.baldwincountyal.gov

MEMBERS
DISTRICT 1. FRANK BURT, JR.
2. CHRIS ELLIOTT
3. J. TUCKER DORSEY
4. CHARLES F. GRUBER

July 21, 2015

The Honorable Billy Middleton
Mayor
Town of Loxley
Post Office Box 9
Loxley, Alabama 36551

RE: Baldwin County Solid Waste Collections and Disposal Services between Baldwin County Commission and the Town of Loxley

Dear Mayor Middleton:

The Baldwin County Commission, during its regularly scheduled meeting held on July 21, 2015, acknowledged receipt of the Town of Loxley's Resolution #2014-30 (**enclosed**), adopted December 8, 2014, by the Town of Loxley for the Baldwin County Solid Waste Department to perform garbage collection and disposal services inside the corporate limits of the Town of Loxley, specifically the Stonebridge Subdivision as described as the specified area within the resolution.

In compliance with Code of Alabama 1975, Section 22-27-3, provides express consent to the provision of solid waste collections and disposal services inside the corporate limits by the Baldwin County Commission to ensure continuing and uninterrupted provision of solid waste collection and disposal services inside the corporate limits and, further, said municipal resolution setting forth that the municipality shall provide the Baldwin County Commission with no less than six (6) months prior notice of withdrawal of the consent set forth by said municipal resolution or of the municipality's undertaking different or supplemental arrangements for the provision of solid waste collection and disposal services inside the corporate limits.

If you have any questions or need further assistance, please do not hesitate to contact me at (251) 972-6833 or Terri Graham, Development and Environmental Director, at (251) 972-6878.

Sincerely,

CHARLES F. GRUBER, Chairman
Baldwin County Commission

CFG/met BD4

cc: Terri Graham

ENCLOSURE(S)

RESOLUTION NO. 2014 -30

To Ensure Continuing and Uninterrupted Provision of Solid Waste Collection and Disposal Services Within a Specific Service Area in the Town's Municipal Limits by the Baldwin County Commission.

WHEREAS, the Town of Loxley is a duly incorporated municipality in Baldwin County, Alabama; and

WHEREAS, the Baldwin County Commission is the duly formed governing body of Baldwin County, Alabama, which established and operates a reliable and efficient Solid Waste Department under the authority of the Solid Wastes and Recyclable Materials Management Act, Ala. Code 22-27-1 et seq., and which is capable of providing solid waste collection and disposal services throughout Baldwin County, Alabama, including within the municipal limits of the Town of Loxley; and


WHEREAS, Section 22-27-1 et seq. of the Code of Alabama provides that County Commissions may provide solid waste collection and disposal services within the corporate limits of a municipality if the express consent of such municipality is granted; and

WHEREAS, The Town of Loxley is in need of the provision of solid waste collection and disposal services with that certain area within the municipal limits along State Highway 31 as described and depicted in Exhibit "A" and referred to herein as the "Specific Service Area," and


WHEREAS, based on the current respective resources and abilities of the County Commission and the Town of Loxley, the Town finds and concludes that the Baldwin County Commission is most capable of efficiently and reliably providing solid waste collection and disposal services inside the Specific Service Area; and

NOW THEREFORE, BE IT RESOLVED BY THE TOWN OF LOXLEY, as follows: (1) that the Town of Loxley hereby consents, pursuant to Alabama Code Section 22-27-3, to the provision of solid waste collections and disposal services inside the Specific Service Area as described and depicted in Exhibit "A" by the Baldwin County Commission to ensure continuing and uninterrupted provision of solid waste collection and disposal services inside the Specific Service Area by the Baldwin County Commission; (2) that the Town of Loxley hereby grants all approvals required or deemed necessary under all applicable state of local laws, rules and regulations and the Town of Loxley hereby waives any fees or charges associated with the services; and (3) the Town of Loxley hereby acknowledges the benefit of providing and therefore shall provide Baldwin County Commission with no less than six month prior notice of any withdraw by the Town of the consent herein provided or of the Town's undertaking of different or supplemental arrangements for the provision of solid waste collection and disposal services inside the Specific Service Area.

Adopted this the 8th day of December, 2014.


Billy Middleton
Mayor

ATTEST:


Melissa Lawrence
Town Clerk/Treasurer

RESOLUTION NO. 2014 -30

To Ensure Continuing and Uninterrupted Provision of Solid Waste Collection and Disposal Services Within a Specific Service Area in the Town's Municipal Limits by the Baldwin County Commission.

WHEREAS, the Town of Loxley is a duly incorporated municipality in Baldwin County, Alabama; and

WHEREAS, the Baldwin County Commission is the duly formed governing body of Baldwin County, Alabama, which established and operates a reliable and efficient Solid Waste Department under the authority of the Solid Wastes and Recyclable Materials Management Act, Ala. Code 22-27-1 et seq., and which is capable of providing solid waste collection and disposal services throughout Baldwin County, Alabama, including within the municipal limits of the Town of Loxley; and

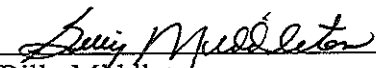
WHEREAS, Section 22-27-1 et seq. of the Code of Alabama provides that County Commissions may provide solid waste collection and disposal services within the corporate limits of a municipality if the express consent of such municipality is granted; and

WHEREAS, The Town of Loxley is in need of the provision of solid waste collection and disposal services with that certain area within the municipal limits along State Highway 31 as described and depicted in Exhibit "A" and referred to herein as the "Specific Service Area;" and

WHEREAS, based on the current respective resources and abilities of the County Commission and the Town of Loxley, the Town finds and concludes that the Baldwin County Commission is most capable of efficiently and reliably providing solid waste collection and disposal services inside the Specific Service Area; and


NOW THEREFORE, BE IT RESOLVED BY THE TOWN OF LOXLEY, as follows: (1) that the Town of Loxley hereby consents, pursuant to Alabama Code Section 22-27-3, to the provision of solid waste collections and disposal services inside the Specific Service Area as described and depicted in Exhibit "A" by the Baldwin County Commission to ensure continuing and uninterrupted provision of solid waste collection and disposal services inside the Specific Service Area by the Baldwin County Commission; (2) that the Town of Loxley hereby grants all approvals required or deemed necessary under all applicable state of local laws, rules and regulations and the Town of Loxley hereby waives any fees or charges associated with the services; and (3) the Town of Loxley hereby acknowledges the benefit of providing and therefore shall provide Baldwin County Commission with no less than six month prior notice of any withdraw by the Town of the consent herein provided or of the Town's undertaking of different or supplemental arrangements for the provision of solid waste collection and disposal services inside the Specific Service Area.

Adopted this the 8th day of December, 2014.



Billy Middleton
Mayor

ATTEST:



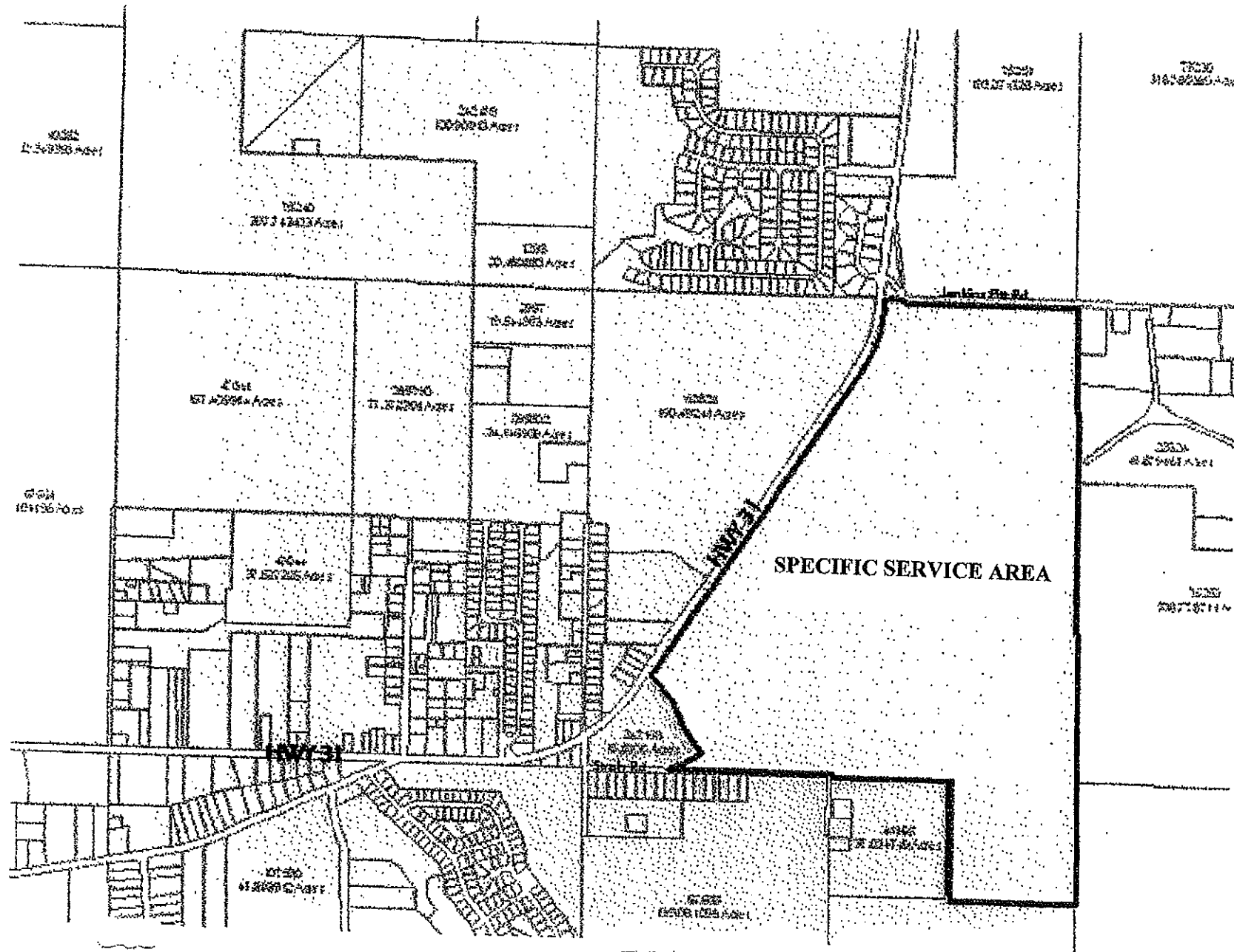
Melissa Lawrence
Town Clerk/Treasurer

EXHIBIT A

Northwest Quarter of the Northeast Quarter of Section 19, Township 4 South, Range 3 East, Baldwin County, Alabama.

That part of East half of Section 19; East half of North-West Quarter and South-West Quarter described as follows: Begin at the Southwest corner of said Section 19; thence North along the West boundary of said Section 19 a distance of 328.6 feet to intersection with the center line of a public road, said intersection being the Point of Beginning of the arc of a curve turning to the left and having a radius of 1910.08 feet, said arc being subtended by a central angle of 24 degrees 31 minutes and having a chord 811.10 feet in length, said chord forming an angle of 45 degrees 47 minutes 30 seconds to the right from said West boundary; thence northeasterly along said arc which is the center line of said public road 817.32 feet; thence northeasterly along the center line of said public road which is a straight line tangent to said arc 4258.4 feet to Point of Beginning of the arc of a curve tangent to said straight line, said arc having a radius of 1637.28 feet and being subtended by a central angle of 27 degrees 34 minutes; thence northeasterly along said arc which is the center line of said public road 787.74 feet; thence northeasterly along the center line of said road which is a straight line tangent to said arc 99.8 feet to intersection with the North boundary of said Section, thence turning an angle of 84 degrees 13 minutes to the right in an easterly direction along said North boundary 2174.40 feet to the Northeast corner of said Section 19; thence South along the East boundary of said Section 19 to the Southwest corner thereof; thence West along the South boundary of said Section 19 to the Point of Beginning.

LESS AND EXCEPT a parcel described as beginning at the Southwest corner of Section 19 thence run North to the southeast line of Highway 31; thence Northeast along said Highway 1070.5'; thence Southeast 379.1'; thence Southeast 300.4'; thence Southeast 364.8'; thence Southwest 267.7'; thence Southwest 142(S) to the north line of a 40' right of way; thence West to the point of beginning.



Page 2 of 2



Baldwin County Commission

Agenda Action Form

File #: 19-0523, **Version:** 1

Item #: BN1

Meeting Type: BCC Regular Meeting

Meeting Date: 1/15/2019

Item Status: New

From: Joey Nunnally, P.E., County Engineer

Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE

Alabama Department of Environmental Management (ADEM) Stormwater Inspection Forms

STAFF RECOMMENDATION

Approve making the ADEM forms listed below part of the record:

County Road 9 Bridge Replacement - Permit No. ALR10BCH3 - 2018-05-21
County Road 9 Bridge Replacement - Permit No. ALR10BCH3 - 2018-06-06
County Road 9 Bridge Replacement - Permit No. ALR10BCH3 - 2018-06-12
County Road 9 Bridge Replacement - Permit No. ALR10BCH3 - 2018-06-13
County Road 9 Bridge Replacement - Permit No. ALR10BCH3 - 2018-07-03
County Road 9 Bridge Replacement - Permit No. ALR10BCH3 - 2018-07-16
County Road 9 Bridge Replacement - Permit No. ALR10BCH3 - 2018-08-07
County Road 9 Bridge Replacement - Permit No. ALR10BCH3 - 2018-08-09
County Road 9 Bridge Replacement - Permit No. ALR10BCH3 - 2018-08-14
County Road 9 Bridge Replacement - Permit No. ALR10BCH3 - 2018-08-15
County Road 9 Bridge Replacement - Permit No. ALR10BCH3 - 2018-08-21
County Road 9 Bridge Replacement - Permit No. ALR10BCH3 - 2018-08-23
County Road 9 Bridge Replacement - Permit No. ALR10BCH3 - 2018-09-04
County Road 9 Bridge Replacement - Permit No. ALR10BCH3 - 2018-09-06
Old Brady Road Pit - Permit No. ALR6850034 - 2018-05-31
Old Brady Road Pit - Permit No. ALR6850034 - 2018-06-04
Old Brady Road Pit - Permit No. ALR6850034 - 2018-06-11
Old Brady Road Pit - Permit No. ALR6850034 - 2018-06-13
Old Brady Road Pit - Permit No. ALR6850034 - 2018-07-18
Old Brady Road Pit - Permit No. ALR6850034 - 2018-08-01
Old Brady Road Pit - Permit No. ALR6850034 - 2018-08-09
Old Brady Road Pit - Permit No. ALR6850034 - 2018-08-20
Old Brady Road Pit - Permit No. ALR6850034 - 2018-08-21

Old Brady Road Pit - Permit No. ALR6850034 - 2018-09-05
Old Brady Road Pit - Permit No. ALR6850034 - 2018-09-06
Old Brady Road Pit - Permit No. ALR6850034 - 2018-09-11
Old Brady Road Pit - Permit No. ALR6850034 - 2018-09-12
Old Brady Road Pit - Permit No. ALR6850034 - 2018-09-24
Old Brady Road Pit - Permit No. ALR6850034 - 2018-09-25
Old Brady Road Pit - Permit No. ALR6850034 - 2018-09-28
Old Brady Road Pit - Permit No. ALR6850034 - 2018-10-01

BACKGROUND INFORMATION

Previous Commission action/date: December 18, 2018

Background: On December 18, 2018, the Commission approved the Baldwin County Commission sending a letter to the Alabama Department of Environmental Management (ADEM) authorizing the Chairman to sign all future ADEM inspection forms for Baldwin County Highway Department projects and all other reports such as Notice of Registration (NORs), Termination of Registration (TORs) and Re-Registrations.

The Highway Department will periodically submit agenda items making all ADEM reports signed by the Chairman part of the record.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration Staff

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Administration Staff publish the attached forms and make part of the record.

Additional instructions/notes: N/A

ADEM NPDES CONSTRUCTION STORMWATER INSPECTION REPORT AND BMP CERTIFICATION

RESPOND WITH "N/A" AS APPROPRIATE. FORMS WITH INCOMPLETE OR INCORRECT ANSWERS, OR MISSING SIGNATURES WILL BE RETURNED AND MAY RESULT IN APPROPRIATE COMPLIANCE ACTION BY THE DEPARTMENT. IF SPACE IS INSUFFICIENT, CONTINUE ON AN ATTACHED SHEET(S) AS NECESSARY. PLEASE TYPE OR PRINT IN INK.

Item I.

Permittee Name: Baldwin County Commission	Facility/Site Name: CR-9 Bridge Replacement
Permit Number: ALR10BCH3	County: Baldwin County
Facility Entrance Latitude & Longitude: N30 29' 27.30" W87 47' 48.23"	Phone Number: (251) 972-8553
Facility Street Address or Location Description: From I-10 take HWY 59 South 8.5 Miles. Take SR-104 west 2.5 miles. Take CR-55 south 2.0 miles. Take CR-48 west 2.5 miles.	

Item II.

List name of current ultimate receiving water(s) (indicate if through MS4) and the number of disturbed acres which drains through each treatment system or BMP: Add additional sheet(s) if necessary.

Receiving Water	Disturbed Acres	Discharge Point #	Representative Outfall
Polecat Creek	6.6		<input type="checkbox"/> YES <input type="checkbox"/> NO
Polecat Creek	6.6		<input type="checkbox"/> YES <input type="checkbox"/> NO
Polecat Creek	6.6		<input type="checkbox"/> YES <input type="checkbox"/> NO
Polecat Creek	6.6		<input type="checkbox"/> YES <input type="checkbox"/> NO
Polecat Creek	6.6		<input type="checkbox"/> YES <input type="checkbox"/> NO

Item III.

- YES NO Did discharges of sediment or other pollutants occur from the site? If "Yes", please list a description of the discharge(s) and their location(s):
- YES NO Were BMPs properly implemented and maintained at the time of inspection? If "No", please provide location(s) and descriptions of BMPs that need maintenance:
- YES NO Are BMPs needed in addition to those already present onsite at the time of inspection? If "Yes" please provide a description and location of additional BMPs that are needed:
- YES NO Have any BMPs failed to operate as designed? If "Yes", please provide location(s) and description of BMP(s) that failed:
- YES NO Were there BMPs required by the CBMPP that were not installed or installed in a manner not consistent with the CBMPP? If "Yes", please provide a description and location where the BMPs were not installed or installed incorrectly:

Item IV.

The Permittee shall conduct turbidity monitoring in accordance with Part V of the permit:

- YES NO Is this facility a Priority Construction Site?
- YES NO Has the facility disturbed greater than 10 acres?
- YES NO Was the site discharging at the time of inspection?
- YES NO Samples collected, if "Yes", sampling data must be attached.

Item V.

Weather Conditions:			
Discharge Point #	Date, Time, and Location of Samples Collected	Sample Results	Analytical Method(s)

“Based upon the inspection of (date & time) 5/21/18 0750 HRS conducted by the QCP, QCI, or a qualified person (list: WALTER MACKAY) under the direct supervision of the QCP identified below. The QCI or QCP identified below certifies that effective structural and non-structural BMPs have been fully implemented and regularly maintained to the maximum extent practicable for the prevention and minimization of all sources of pollution in stormwater and authorized related process wastewater runoff, **except for those deficiencies noted above**, in accordance with the facility’s CBMPP, good sediment, erosion, and other pollution control practices, and the requirements of the permit. I certify that discharges have been tested or evaluated for the presence of non-stormwater and non-authorized process wastewaters. I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I certify that this form has not been altered, and if copied or reproduced, is consistent in format and identical in content to the ADEM approved form. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations.”

Name & Designation of QCI or QCP Frank Lundy, Operations Manager	Signature 	Date 10-22-18
---	---	------------------

Name & Title of Permittee Responsible Official Frank Burt, Commission Chairman	Signature 	Date 10/23/18
---	---	------------------

ADEM NPDES CONSTRUCTION STORMWATER INSPECTION REPORT AND BMP CERTIFICATION

RESPOND WITH "N/A" AS APPROPRIATE. FORMS WITH INCOMPLETE OR INCORRECT ANSWERS, OR MISSING SIGNATURES WILL BE RETURNED AND MAY RESULT IN APPROPRIATE COMPLIANCE ACTION BY THE DEPARTMENT. IF SPACE IS INSUFFICIENT, CONTINUE ON AN ATTACHED SHEET(S) AS NECESSARY. PLEASE TYPE OR PRINT IN INK.

Item I.

Permittee Name: Baldwin County Commission	Facility/Site Name: CR-9 Bridge Replacement
Permit Number: ALR10BCH3	County: Baldwin County
Facility Entrance Latitude & Longitude: N30 29' 27.30" W87 47' 48.23"	Phone Number: (251) 972-8553
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Item II.

List name of current ultimate receiving water(s) (indicate if through MS4) and the number of disturbed acres which drains through each treatment system or BMP: Add additional sheet(s) if necessary.

Receiving Water	Disturbed Acres	Discharge Point #	Representative Outfall
Polecat Creek	6.6		<input type="checkbox"/> YES <input type="checkbox"/> NO
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Polecat Creek	6.6		<input type="checkbox"/> YES <input type="checkbox"/> NO
Polecat Creek	6.6		<input type="checkbox"/> YES <input type="checkbox"/> NO
Polecat Creek	6.6		<input type="checkbox"/> YES <input type="checkbox"/> NO

Item III.

- YES NO Did discharges of sediment or other pollutants occur from the site? If "Yes", please list a description of the discharge(s) and their location(s):
- YES NO Were BMPs properly implemented and maintained at the time of inspection? If "No", please provide location(s) and descriptions of BMPs that need maintenance:
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- YES NO Were there BMPs required by the CBMPP that were not installed or installed in a manner not consistent with the CBMPP? If "Yes", please provide a description and location where the BMPs were not installed or installed incorrectly:

Item IV.


The Permittee shall conduct turbidity monitoring in accordance with Part V of the permit:


- YES NO Is this facility a Priority Construction Site?
- YES NO Has the facility disturbed greater than 10 acres?
- YES NO Was the site discharging at the time of inspection?
- YES NO Samples collected, if "Yes", sampling data must be attached.

Item V.

Weather Conditions: <u>1.35" rain from 6-5-18 to 6-6-18</u>			
Discharge Point #	Date, Time, and Location of Samples Collected	Sample Results	Analytical Method(s)

"Based upon the inspection of (date & time) 6-6-18 / 1:30 pm conducted by the QCP, QCI, or a qualified person (list: Fuson North (T4155)) under the direct supervision of the QCP identified below. The QCI or QCP identified below certifies that effective structural and non-structural BMPs have been fully implemented and regularly maintained to the maximum extent practicable for the prevention and minimization of all sources of pollution in stormwater and authorized related process wastewater runoff, **except for those deficiencies noted above**, in accordance with the facility's CBMPP, good sediment, erosion, and other pollution control practices, and the requirements of the permit. I certify that discharges have been tested or evaluated for the presence of non-stormwater and non-authorized process wastewaters. I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I certify that this form has not been altered, and if copied or reproduced, is consistent in format and identical in content to the ADEM approved form. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations."

Name & Designation of QCI or QCP Frank Lundy, Operations Manager	Signature 	Date 10-22-18
---	---	------------------

Name & Title of Permittee Responsible Official Frank Burt, Commission Chairman	Signature 	Date 10/23/18
---	---	------------------

ADEM NPDES CONSTRUCTION STORMWATER INSPECTION REPORT AND BMP CERTIFICATION

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Polecat Creek	6.6		<input type="checkbox"/> YES <input type="checkbox"/> NO
Polecat Creek	6.6		<input type="checkbox"/> YES <input type="checkbox"/> NO
Polecat Creek	6.6		<input type="checkbox"/> YES <input type="checkbox"/> NO
Polecat Creek	6.6		<input type="checkbox"/> YES <input type="checkbox"/> NO
Polecat Creek	6.6		<input type="checkbox"/> YES <input type="checkbox"/> NO

Item III.

- YES NO Did discharges of sediment or other pollutants occur from the site? If "Yes", please list a description of the discharge(s) and their location(s):
- YES NO Were BMPs properly implemented and maintained at the time of inspection? If "No", please provide location(s) and descriptions of BMPs that need maintenance:
- YES NO Are BMPs needed in addition to those already present onsite at the time of inspection? If "Yes" please provide a description and location of additional BMPs that are needed:
- YES NO Have any BMPs failed to operate as designed? If "Yes", please provide location(s) and description of BMP(s) that failed:
- YES NO Were there BMPs required by the CBMPP that were not installed or installed in a manner not consistent with the CBMPP? If "Yes", please provide a description and location where the BMPs were not installed or installed incorrectly:

Item IV.


The Permittee shall conduct turbidity monitoring in accordance with Part V of the permit:

- YES NO Is this facility a Priority Construction Site?
- YES NO Has the facility disturbed greater than 10 acres?
- YES NO Was the site discharging at the time of inspection?
- YES NO Samples collected, if "Yes", sampling data must be attached.

Item V.

Weather Conditions: P/C 85°-71°, 2.10 inch			
Discharge Point #	Date, Time, and Location of Samples Collected	Sample Results	Analytical Method(s)

“Based upon the inspection of (date & time) 6-12-18, 11:15am conducted by the QCP, QCI, or a qualified person (list: Jesse March (T4155)) under the direct supervision of the QCP identified below. The QCI or QCP identified below certifies that effective structural and non-structural BMPs have been fully implemented and regularly maintained to the maximum extent practicable for the prevention and minimization of all sources of pollution in stormwater and authorized related process wastewater runoff, **except for those deficiencies noted above**, in accordance with the facility’s CBMPP, good sediment, erosion, and other pollution control practices, and the requirements of the permit. I certify that discharges have been tested or evaluated for the presence of non-stormwater and non-authorized process wastewaters. I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I certify that this form has not been altered, and if copied or reproduced, is consistent in format and identical in content to the ADEM approved form. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations.”

Name & Designation of QCI or QCP	Signature	Date
Frank Lundy, Operations Manager		10-22-18

Name & Title of Permittee Responsible Official	Signature	Date
Frank Burt, Commission Chairman		10/22/2018

ADEM NPDES CONSTRUCTION STORMWATER INSPECTION REPORT AND BMP CERTIFICATION

RESPOND WITH "N/A" AS APPROPRIATE. FORMS WITH INCOMPLETE OR INCORRECT ANSWERS, OR MISSING SIGNATURES WILL BE RETURNED AND MAY RESULT IN APPROPRIATE COMPLIANCE ACTION BY THE DEPARTMENT. IF SPACE IS INSUFFICIENT, CONTINUE ON AN ATTACHED SHEET(S) AS NECESSARY. PLEASE TYPE OR PRINT IN INK.

Item I.

Permittee Name: Baldwin County Commission	Facility/Site Name: CR-9 Bridge Replacement
Permit Number: ALR10BCH3	County: Baldwin County
Facility Entrance Latitude & Longitude: N30 29' 27.30" W87 47' 48.23"	Phone Number: (251) 972-8553
Facility Street Address or Location Description: From I-10 take HWY 59 South 8.5 Miles. Take SR-104 west 2.5 miles. Take CR-55 south 2.0 miles. Take CR-48 west 2.5 miles.	

Item II.

List name of current ultimate receiving water(s) (indicate if through MS4) and the number of disturbed acres which drains through each treatment system or BMP: Add additional sheet(s) if necessary.

Receiving Water	Disturbed Acres	Discharge Point #	Representative Outfall
Polecat Creek	6.6		<input type="checkbox"/> YES <input type="checkbox"/> NO
Polecat Creek	6.6		<input type="checkbox"/> YES <input type="checkbox"/> NO
Polecat Creek	6.6		<input type="checkbox"/> YES <input type="checkbox"/> NO
Polecat Creek	6.6		<input type="checkbox"/> YES <input type="checkbox"/> NO
Polecat Creek	6.6		<input type="checkbox"/> YES <input type="checkbox"/> NO

Item III.

1. YES NO Did discharges of sediment or other pollutants occur from the site? If "Yes", please list a description of the discharge(s) and their location(s):
2. YES NO Were BMPs properly implemented and maintained at the time of inspection? If "No", please provide location(s) and descriptions of BMPs that need maintenance:
3. YES NO Are BMPs needed in addition to those already present onsite at the time of inspection? If "Yes" please provide a description and location of additional BMPs that are needed:
4. YES NO Have any BMPs failed to operate as designed? If "Yes", please provide location(s) and description of BMP(s) that failed:
5. YES NO Were there BMPs required by the CBMPP that were not installed or installed in a manner not consistent with the CBMPP? If "Yes", please provide a description and location where the BMPs were not installed or installed incorrectly:

Item IV.

The Permittee shall conduct turbidity monitoring in accordance with Part V of the permit:

1. YES NO Is this facility a Priority Construction Site?
2. YES NO Has the facility disturbed greater than 10 acres?
3. YES NO Was the site discharging at the time of inspection?
4. YES NO Samples collected, if "Yes", sampling data must be attached.

Item V.

Weather Conditions: P/C 87° - 73° , 1.5 inch			
Discharge Point #	Date, Time, and Location of Samples Collected	Sample Results	Analytical Method(s)

"Based upon the inspection of (date & time) 6-13-18, 11:30am conducted by the QCP, QCI, or a qualified person (list: Jason Maube T4155') under the direct supervision of the QCP identified below. The QCI or QCP identified below certifies that effective structural and non-structural BMPs have been fully implemented and regularly maintained to the maximum extent practicable for the prevention and minimization of all sources of pollution in stormwater and authorized related process wastewater runoff, **except for those deficiencies noted above**, in accordance with the facility's CBMPP, good sediment, erosion, and other pollution control practices, and the requirements of the permit. I certify that discharges have been tested or evaluated for the presence of non-stormwater and non-authorized process wastewaters. I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I certify that this form has not been altered, and if copied or reproduced, is consistent in format and identical in content to the ADEM approved form. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations."

Name & Designation of QCI or QCP Frank Lundy, Operations Manager	Signature <i>Frank Lundy</i>	Date 10-22-18
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Name & Title of Permittee Responsible Official Frank Burt, Commission Chairman	Signature <i>Frank Burt</i>	Date 10/22/2018
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ADEM NPDES CONSTRUCTION STORMWATER INSPECTION REPORT AND BMP CERTIFICATION

RESPOND WITH "N/A" AS APPROPRIATE. FORMS WITH INCOMPLETE OR INCORRECT ANSWERS, OR MISSING SIGNATURES WILL BE RETURNED AND MAY RESULT IN APPROPRIATE COMPLIANCE ACTION BY THE DEPARTMENT. IF SPACE IS INSUFFICIENT, CONTINUE ON AN ATTACHED SHEET(S) AS NECESSARY. PLEASE TYPE OR PRINT IN INK.

Item I.

Permittee Name: Baldwin County Commission	Facility/Site Name: CR-9 Bridge Replacement
Permit Number: ALR10BCH3	County: Baldwin County
Facility Entrance Latitude & Longitude: N30 29' 27.30" W87 47' 48.23"	Phone Number: (251) 972-8553
Facility Street Address or Location Description: From I-10 take HWY 59 South 8.5 Miles. Take SR-104 west 2.5 miles. Take CR-55 south 2.0 miles. Take CR-48 west 2.5 miles.	

Item II.

List name of current ultimate receiving water(s) (indicate if through MS4) and the number of disturbed acres which drains through each treatment system or BMP: Add additional sheet(s) if necessary.			
Receiving Water	Disturbed Acres	Discharge Point #	Representative Outfall
Polecat Creek	6.6		<input type="checkbox"/> YES <input type="checkbox"/> NO
Polecat Creek	6.6		<input type="checkbox"/> YES <input type="checkbox"/> NO
Polecat Creek	6.6		<input type="checkbox"/> YES <input type="checkbox"/> NO
Polecat Creek	6.6		<input type="checkbox"/> YES <input type="checkbox"/> NO
Polecat Creek	6.6		<input type="checkbox"/> YES <input type="checkbox"/> NO

Item III.

1. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Did discharges of sediment or other pollutants occur from the site? If "Yes", please list a description of the discharge(s) and their location(s):
2. <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Were BMPs properly implemented and maintained at the time of inspection? If "No", please provide location(s) and descriptions of BMPs that need maintenance:
3. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Are BMPs needed in addition to those already present onsite at the time of inspection? If "Yes" please provide a description and location of additional BMPs that are needed:
4. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Have any BMPs failed to operate as designed? If "Yes", please provide location(s) and description of BMP(s) that failed:
5. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Were there BMPs required by the CBMPP that were not installed or installed in a manner not consistent with the CBMPP? If "Yes", please provide a description and location where the BMPs were not installed or installed incorrectly:


Item IV.

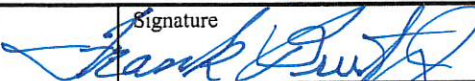
The Permittee shall conduct turbidity monitoring in accordance with Part V of the permit:	
1.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Is this facility a Priority Construction Site?
2.	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Has the facility disturbed greater than 10 acres?
3.	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Was the site discharging at the time of inspection?
4.	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Samples collected, if "Yes", sampling data must be attached.

Item V.

Weather Conditions: P/C 87° - 71° , 3.0 inch			
Discharge Point #	Date, Time, and Location of Samples Collected	Sample Results	Analytical Method(s)

"Based upon the inspection of (date & time) **7-3-18 10:30 am** conducted by the QCP, QCI, or a qualified person (list: **Jason Markes (T4155)**) under the direct supervision of the QCP identified below. The QCI or QCP identified below certifies that effective structural and non-structural BMPs have been fully implemented and regularly maintained to the maximum extent practicable for the prevention and minimization of all sources of pollution in stormwater and authorized related process wastewater runoff, **except for those deficiencies noted above**, in accordance with the facility's CBMPP, good sediment, erosion, and other pollution control practices, and the requirements of the permit. I certify that discharges have been tested or evaluated for the presence of non-stormwater and non-authorized process wastewaters. I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I certify that this form has not been altered, and if copied or reproduced, is consistent in format and identical in content to the ADEM approved form. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations."

Name & Designation of QCI or QCP Frank Lundy, Operations Manager	Signature 	Date 10-22-18
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Name & Title of Permittee Responsible Official Frank Burt, Commission Chairman	Signature 	Date 10/22/2018
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ADEM NPDES CONSTRUCTION STORMWATER INSPECTION REPORT AND BMP CERTIFICATION

RESPOND WITH "N/A" AS APPROPRIATE. FORMS WITH INCOMPLETE OR INCORRECT ANSWERS, OR MISSING SIGNATURES WILL BE RETURNED AND MAY RESULT IN APPROPRIATE COMPLIANCE ACTION BY THE DEPARTMENT. IF SPACE IS INSUFFICIENT, CONTINUE ON AN ATTACHED SHEET(S) AS NECESSARY. PLEASE TYPE OR PRINT IN INK.

Item I.

Permittee Name: Baldwin County Commission	Facility/Site Name: CR-9 Bridge Replacement
Permit Number: ALR10BCH3	County: Baldwin County
Facility Entrance Latitude & Longitude: N30 29' 27.30" W87 47' 48.23"	Phone Number: (251) 972-8553
Facility Street Address or Location Description: From I-10 take HWY 59 South 8.5 Miles. Take SR-104 west 2.5 miles. Take CR-55 south 2.0 miles. Take CR-48 west 2.5 miles.	

Item II.

List name of current ultimate receiving water(s) (indicate if through MS4) and the number of disturbed acres which drains through each treatment system or BMP: Add additional sheet(s) if necessary.

Receiving Water	Disturbed Acres	Discharge Point #	Representative Outfall
Polecat Creek	6.6		<input type="checkbox"/> YES <input type="checkbox"/> NO
Polecat Creek	6.6		<input type="checkbox"/> YES <input type="checkbox"/> NO
Polecat Creek	6.6		<input type="checkbox"/> YES <input type="checkbox"/> NO
Polecat Creek	6.6		<input type="checkbox"/> YES <input type="checkbox"/> NO
Polecat Creek	6.6		<input type="checkbox"/> YES <input type="checkbox"/> NO

Item III.

1. YES NO Did discharges of sediment or other pollutants occur from the site? If "Yes", please list a description of the discharge(s) and their location(s): *minor sediment loss occurred at stations 17+50 + 25+00. Both areas the water over topped the silt fence.*

2. YES NO Were BMPs properly implemented and maintained at the time of inspection? If "No", please provide location(s) and descriptions of BMPs that need maintenance:

3. YES NO Are BMPs needed in addition to those already present onsite at the time of inspection? If "Yes" please provide a description and location of additional BMPs that are needed: *Rip Rap was added to both locations to slow the water down.*

4. YES NO Have any BMPs failed to operate as designed? If "Yes", please provide location(s) and description of BMP(s) that failed:

5. YES NO Were there BMPs required by the CBMPP that were not installed or installed in a manner not consistent with the CBMPP? If "Yes", please provide a description and location where the BMPs were not installed or installed incorrectly:

Item IV.

The Permittee shall conduct turbidity monitoring in accordance with Part V of the permit:

1. YES NO Is this facility a Priority Construction Site?

2. YES NO Has the facility disturbed greater than 10 acres?

3. YES NO Was the site discharging at the time of inspection?

4. YES NO Samples collected, if "Yes", sampling data must be attached.

Item V.

Weather Conditions:			
Discharge Point #	Date, Time, and Location of Samples Collected	Sample Results	Analytical Method(s)

“Based upon the inspection of (date & time) 7-16-18 1:00pm conducted by the QCP, QCI, or a qualified person (list: Frank Lundy T-5633) under the direct supervision of the QCP identified below. The QCI or QCP identified below certifies that effective structural and non-structural BMPs have been fully implemented and regularly maintained to the maximum extent practicable for the prevention and minimization of all sources of pollution in stormwater and authorized related process wastewater runoff, **except for those deficiencies noted above**, in accordance with the facility’s CBMPP, good sediment, erosion, and other pollution control practices, and the requirements of the permit. I certify that discharges have been tested or evaluated for the presence of non-stormwater and non-authorized process wastewaters. I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I certify that this form has not been altered, and if copied or reproduced, is consistent in format and identical in content to the ADEM approved form. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations.”

Name & Designation of QCI or QCP Frank Lundy, Operations Manager	Signature <i>Frank Lundy</i>	Date <u>10-22-18</u>
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Name & Title of Permittee Responsible Official Frank Burt, Commission Chairman	Signature <i>Frank Burt</i>	Date <u>10/23/2018</u>
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ADEM NPDES CONSTRUCTION STORMWATER INSPECTION REPORT AND BMP CERTIFICATION

RESPOND WITH "N/A" AS APPROPRIATE. FORMS WITH INCOMPLETE OR INCORRECT ANSWERS, OR MISSING SIGNATURES WILL BE RETURNED AND MAY RESULT IN APPROPRIATE COMPLIANCE ACTION BY THE DEPARTMENT. IF SPACE IS INSUFFICIENT, CONTINUE ON AN ATTACHED SHEET(S) AS NECESSARY. PLEASE TYPE OR PRINT IN INK.

Item I.

Permittee Name: Baldwin County Commission	Facility/Site Name: CR-9 Bridge Replacement
Permit Number: ALR10BCH3	County: Baldwin County
Facility Entrance Latitude & Longitude: N30 29' 27.30" W87 47' 48.23"	Phone Number: (251) 972-8553
Facility Street Address or Location Description: From I-10 take HWY 59 South 8.5 Miles. Take SR-104 west 2.5 miles. Take CR-55 south 2.0 miles. Take CR-48 west 2.5 miles.	

Item II.

List name of current ultimate receiving water(s) (indicate if through MS4) and the number of disturbed acres which drains through each treatment system or BMP: Add additional sheet(s) if necessary.

Receiving Water	Disturbed Acres	Discharge Point #	Representative Outfall
Polecat Creek	6.6		<input type="checkbox"/> YES <input type="checkbox"/> NO
Polecat Creek	6.6		<input type="checkbox"/> YES <input type="checkbox"/> NO
Polecat Creek	6.6		<input type="checkbox"/> YES <input type="checkbox"/> NO
Polecat Creek	6.6		<input type="checkbox"/> YES <input type="checkbox"/> NO
Polecat Creek	6.6		<input type="checkbox"/> YES <input type="checkbox"/> NO

Item III.

1. YES NO Did discharges of sediment or other pollutants occur from the site? If "Yes", please list a description of the discharge(s) and their location(s):

2. YES NO Were BMPs properly implemented and maintained at the time of inspection? If "No", please provide location(s) and descriptions of BMPs that need maintenance:

3. YES NO Are BMPs needed in addition to those already present onsite at the time of inspection? If "Yes" please provide a description and location of additional BMPs that are needed:

4. YES NO Have any BMPs failed to operate as designed? If "Yes", please provide location(s) and description of BMP(s) that failed:

5. YES NO Were there BMPs required by the CBMPP that were not installed or installed in a manner not consistent with the CBMPP? If "Yes", please provide a description and location where the BMPs were not installed or installed incorrectly:

Item IV.

The Permittee shall conduct turbidity monitoring in accordance with Part V of the permit:

1. YES NO Is this facility a Priority Construction Site?
2. YES NO Has the facility disturbed greater than 10 acres?
3. YES NO Was the site discharging at the time of inspection?
4. YES NO Samples collected, if "Yes", sampling data must be attached.

Item V.

Weather Conditions:			
Discharge Point #	Date, Time, and Location of Samples Collected	Sample Results	Analytical Method(s)

"Based upon the inspection of (date & time) 8-7-18 8:00 AM (list: John Lang T5633 1:30pm) conducted by the QCP, QCI, or a qualified person under the direct supervision of the QCP identified below. The QCI or QCP identified below certifies that effective structural and non-structural BMPs have been fully implemented and regularly maintained to the maximum extent practicable for the prevention and minimization of all sources of pollution in stormwater and authorized related process wastewater runoff, **except for those deficiencies noted above**, in accordance with the facility's CBMPP, good sediment, erosion, and other pollution control practices, and the requirements of the permit. I certify that discharges have been tested or evaluated for the presence of non-stormwater and non-authorized process wastewaters. I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I certify that this form has not been altered, and if copied or reproduced, is consistent in format and identical in content to the ADEM approved form. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations."

Name & Designation of QCI or QCP	Signature	Date
Frank Lundy, Operations Manager	<i>Frank Lundy</i>	10-22-18

Name & Title of Permittee Responsible Official	Signature	Date
Frank Burt, Commission Chairman	<i>Frank Burt</i>	10/23/18

ADEM NPDES CONSTRUCTION STORMWATER INSPECTION REPORT AND BMP CERTIFICATION

RESPOND WITH "N/A" AS APPROPRIATE. FORMS WITH INCOMPLETE OR INCORRECT ANSWERS, OR MISSING SIGNATURES WILL BE RETURNED AND MAY RESULT IN APPROPRIATE COMPLIANCE ACTION BY THE DEPARTMENT. IF SPACE IS INSUFFICIENT, CONTINUE ON AN ATTACHED SHEET(S) AS NECESSARY. PLEASE TYPE OR PRINT IN INK.

Item I.

Permittee Name: Baldwin County Commission	Facility/Site Name: CR-9 Bridge Replacement
Permit Number: ALR10BCH3	County: Baldwin County
Facility Entrance Latitude & Longitude: N30 29' 27.30" W87 47' 48.23"	Phone Number: (251) 972-8553
Facility Street Address or Location Description: From I-10 take HWY 59 South 8.5 Miles. Take SR-104 west 2.5 miles. Take CR-55 south 2.0 miles. Take CR-48 west 2.5 miles.	

Item II.

List name of current ultimate receiving water(s) (indicate if through MS4) and the number of disturbed acres which drains through each treatment system or BMP: Add additional sheet(s) if necessary.

Receiving Water	Disturbed Acres	Discharge Point #	Representative Outfall
Polecat Creek	6.6		<input type="checkbox"/> YES <input type="checkbox"/> NO
Polecat Creek	6.6		<input type="checkbox"/> YES <input type="checkbox"/> NO
Polecat Creek	6.6		<input type="checkbox"/> YES <input type="checkbox"/> NO
Polecat Creek	6.6		<input type="checkbox"/> YES <input type="checkbox"/> NO
Polecat Creek	6.6		<input type="checkbox"/> YES <input type="checkbox"/> NO

Item III.

1. YES NO Did discharges of sediment or other pollutants occur from the site? If "Yes", please list a description of the discharge(s) and their location(s):

2. YES NO Were BMPs properly implemented and maintained at the time of inspection? If "No", please provide location(s) and descriptions of BMPs that need maintenance:

3. YES NO Are BMPs needed in addition to those already present onsite at the time of inspection? If "Yes" please provide a description and location of additional BMPs that are needed: *The contractor Placed Rip Rap on the north bank behind ~~rip rap~~ mats.*

4. YES NO Have any BMPs failed to operate as designed? If "Yes", please provide location(s) and description of BMP(s) that failed:

5. YES NO Were there BMPs required by the CBMPP that were not installed or installed in a manner not consistent with the CBMPP? If "Yes", please provide a description and location where the BMPs were not installed or installed incorrectly:

Item IV.

The Permittee shall conduct turbidity monitoring in accordance with Part V of the permit:

1. YES NO Is this facility a Priority Construction Site?

2. YES NO Has the facility disturbed greater than 10 acres?

3. YES NO Was the site discharging at the time of inspection?

4. YES NO Samples collected, if "Yes", sampling data must be attached.

Item V.

Weather Conditions: <i>P/C .22" of rainfall</i>			
Discharge Point #	Date, Time, and Location of Samples Collected	Sample Results	Analytical Method(s)

"Based upon the inspection of (date & time) *8-9-18 8:00AM* conducted by the QCP, QCI, or a qualified person (list: *Frank Lundy T5633*) under the direct supervision of the QCP identified below. The QCI or QCP identified below certifies that effective structural and non-structural BMPs have been fully implemented and regularly maintained to the maximum extent practicable for the prevention and minimization of all sources of pollution in stormwater and authorized related process wastewater runoff, **except for those deficiencies noted above**, in accordance with the facility's CBMPP, good sediment, erosion, and other pollution control practices, and the requirements of the permit. I certify that discharges have been tested or evaluated for the presence of non-stormwater and non-authorized process wastewaters. I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I certify that this form has not been altered, and if copied or reproduced, is consistent in format and identical in content to the ADEM approved form. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations."

Name & Designation of QCI or QCP Frank Lundy, Operations Manager	Signature <i>Frank Lundy</i>	Date <i>10-22-18</i>
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Name & Title of Permittee Responsible Official Frank Burt, Commission Chairman	Signature <i>Frank Burt</i>	Date <i>10/23/2018</i>
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ADEM NPDES CONSTRUCTION STORMWATER INSPECTION REPORT AND BMP CERTIFICATION

RESPOND WITH "N/A" AS APPROPRIATE. FORMS WITH INCOMPLETE OR INCORRECT ANSWERS, OR MISSING SIGNATURES WILL BE RETURNED AND MAY RESULT IN APPROPRIATE COMPLIANCE ACTION BY THE DEPARTMENT. IF SPACE IS INSUFFICIENT, CONTINUE ON AN ATTACHED SHEET(S) AS NECESSARY. PLEASE TYPE OR PRINT IN INK.

Item I.

Permittee Name: Baldwin County Commission	Facility/Site Name: CR-9 Bridge Replacement
Permit Number: ALR10BCH3	County: Baldwin County
Facility Entrance Latitude & Longitude: N30 29' 27.30" W87 47' 48.23"	Phone Number: (251) 972-8553
Facility Street Address or Location Description: From I-10 take HWY 59 South 8.5 Miles. Take SR-104 west 2.5 miles. Take CR-55 south 2.0 miles. Take CR-48 west 2.5 miles.	

Item II.

List name of current ultimate receiving water(s) (indicate if through MS4) and the number of disturbed acres which drains through each treatment system or BMP: Add additional sheet(s) if necessary.

Receiving Water	Disturbed Acres	Discharge Point #	Representative Outfall
Polecat Creek	6.6		<input type="checkbox"/> YES <input type="checkbox"/> NO
Polecat Creek	6.6		<input type="checkbox"/> YES <input type="checkbox"/> NO
Polecat Creek	6.6		<input type="checkbox"/> YES <input type="checkbox"/> NO
Polecat Creek	6.6		<input type="checkbox"/> YES <input type="checkbox"/> NO
Polecat Creek	6.6		<input type="checkbox"/> YES <input type="checkbox"/> NO

Item III.

- YES NO Did discharges of sediment or other pollutants occur from the site? If "Yes", please list a description of the discharge(s) and their location(s): *minor sediment loss at station 25+00. The water undermined the silt fence.*
- YES NO Were BMPs properly implemented and maintained at the time of inspection? If "No", please provide location(s) and descriptions of BMPs that need maintenance:
- YES NO Are BMPs needed in addition to those already present onsite at the time of inspection? If "Yes" please provide a description and location of additional BMPs that are needed:
- YES NO Have any BMPs failed to operate as designed? If "Yes", please provide location(s) and description of BMP(s) that failed:
- YES NO Were there BMPs required by the CBMPP that were not installed or installed in a manner not consistent with the CBMPP? If "Yes", please provide a description and location where the BMPs were not installed or installed incorrectly:

Item IV.


The Permittee shall conduct turbidity monitoring in accordance with Part V of the permit:

- YES NO Is this facility a Priority Construction Site?
- YES NO Has the facility disturbed greater than 10 acres?
- YES NO Was the site discharging at the time of inspection?
- YES NO Samples collected, if "Yes", sampling data must be attached.

Item V.

Weather Conditions: <u>PIC .87" of Rainfall</u>			
Discharge Point #	Date, Time, and Location of Samples Collected	Sample Results	Analytical Method(s)

"Based upon the inspection of (date & time) 8-14-18 5:00 pm conducted by the QCP, QCI, or a qualified person (list: John Lundy T5633) under the direct supervision of the QCP identified below. The QCI or QCP identified below certifies that effective structural and non-structural BMPs have been fully implemented and regularly maintained to the maximum extent practicable for the prevention and minimization of all sources of pollution in stormwater and authorized related process wastewater runoff, **except for those deficiencies noted above**, in accordance with the facility's CBMPP, good sediment, erosion, and other pollution control practices, and the requirements of the permit. I certify that discharges have been tested or evaluated for the presence of non-stormwater and non-authorized process wastewaters. I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I certify that this form has not been altered, and if copied or reproduced, is consistent in format and identical in content to the ADEM approved form. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations."

Name & Designation of QCI or QCP Frank Lundy, Operations Manager	Signature 	Date 10-22-18
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Name & Title of Permittee Responsible Official Frank Burt, Commission Chairman	Signature 	Date 10/23/18
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ADEM NPDES CONSTRUCTION STORMWATER INSPECTION REPORT AND BMP CERTIFICATION

RESPOND WITH "N/A" AS APPROPRIATE. FORMS WITH INCOMPLETE OR INCORRECT ANSWERS, OR MISSING SIGNATURES WILL BE RETURNED AND MAY RESULT IN APPROPRIATE COMPLIANCE ACTION BY THE DEPARTMENT. IF SPACE IS INSUFFICIENT, CONTINUE ON AN ATTACHED SHEET(S) AS NECESSARY. PLEASE TYPE OR PRINT IN INK.

Item I.

Permittee Name: Baldwin County Commission	Facility/Site Name: CR-9 Bridge Replacement
Permit Number: ALR10BCH3	County: Baldwin County
Facility Entrance Latitude & Longitude: N30 29' 27.30" W87 47' 48.23"	Phone Number: (251) 972-8553
Facility Street Address or Location Description: From I-10 take HWY 59 South 8.5 Miles. Take SR-104 west 2.5 miles. Take CR-55 south 2.0 miles. Take CR-48 west 2.5 miles.	

Item II.

List name of current ultimate receiving water(s) (indicate if through MS4) and the number of disturbed acres which drains through each treatment system or BMP: Add additional sheet(s) if necessary.

Receiving Water	Disturbed Acres	Discharge Point #	Representative Outfall
Polecat Creek	6.6		<input type="checkbox"/> YES <input type="checkbox"/> NO
Polecat Creek	6.6		<input type="checkbox"/> YES <input type="checkbox"/> NO
Polecat Creek	6.6		<input type="checkbox"/> YES <input type="checkbox"/> NO
Polecat Creek	6.6		<input type="checkbox"/> YES <input type="checkbox"/> NO
Polecat Creek	6.6		<input type="checkbox"/> YES <input type="checkbox"/> NO

Item III.

1. YES NO Did discharges of sediment or other pollutants occur from the site? If "Yes", please list a description of the discharge(s) and their location(s): *Some minor sediment loss occurred in two locations where the water undermined the silt fence.*

2. YES NO Were BMPs properly implemented and maintained at the time of inspection? If "No", please provide location(s) and descriptions of BMPs that need maintenance:

3. YES NO Are BMPs needed in addition to those already present onsite at the time of inspection? If "Yes" please provide a description and location of additional BMPs that are needed: *new silt fence needs to be installed where the water undermined it. A rip rap check dam needs to be installed and mulch needs to be blown on the south west side.*

4. YES NO Have any BMPs failed to operate as designed? If "Yes", please provide location(s) and description of BMP(s) that failed:

5. YES NO Were there BMPs required by the CBMPP that were not installed or installed in a manner not consistent with the CBMPP? If "Yes", please provide a description and location where the BMPs were not installed or installed incorrectly:

Item IV.

The Permittee shall conduct turbidity monitoring in accordance with Part V of the permit:

1. YES NO Is this facility a Priority Construction Site?

2. YES NO Has the facility disturbed greater than 10 acres?

3. YES NO Was the site discharging at the time of inspection?

4. YES NO Samples collected, if "Yes", sampling data must be attached.

Item V.

Weather Conditions: 92°-76° P/C - Rain 1.3" of Rain Fall			
Discharge Point #	Date, Time, and Location of Samples Collected	Sample Results	Analytical Method(s)
3	8/16/18, 11:30am Sta. 26+28	upstream 4.28 Downstream 4.68	Oakton T100

"Based upon the inspection of (date & time) August 15, 2018 3:30pm conducted by the QCP, QCI, or a qualified person (list: Adrian Lang H5633) under the direct supervision of the QCP identified below. The QCI or QCP identified below certifies that effective structural and non-structural BMPs have been fully implemented and regularly maintained to the maximum extent practicable for the prevention and minimization of all sources of pollution in stormwater and authorized related process wastewater runoff, **except for those deficiencies noted above**, in accordance with the facility's CBMPP, good sediment, erosion, and other pollution control practices, and the requirements of the permit. I certify that discharges have been tested or evaluated for the presence of non-stormwater and non-authorized process wastewaters. I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I certify that this form has not been altered, and if copied or reproduced, is consistent in format and identical in content to the ADEM approved form. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations."

Name & Designation of QCI or QCP Frank Lundy, Operations Manager	Signature <i>Frank Lundy</i>	Date 10-22-18
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Name & Title of Permittee Responsible Official Frank Burt, Commission Chairman	Signature <i>Frank Burt</i>	Date 10/23/18
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ADEM NPDES CONSTRUCTION STORMWATER INSPECTION REPORT AND BMP CERTIFICATION

RESPOND WITH "N/A" AS APPROPRIATE. FORMS WITH INCOMPLETE OR INCORRECT ANSWERS, OR MISSING SIGNATURES WILL BE RETURNED AND MAY RESULT IN APPROPRIATE COMPLIANCE ACTION BY THE DEPARTMENT. IF SPACE IS INSUFFICIENT, CONTINUE ON AN ATTACHED SHEET(S) AS NECESSARY. PLEASE TYPE OR PRINT IN INK.

Item I.

Permittee Name: Baldwin County Commission	Facility/Site Name: CR-9 Bridge Replacement
Permit Number: ALR10BCH3	County: Baldwin
Facility Entrance Latitude & Longitude: N30 29' 27.30" W87 47' 48.23"	Phone Number: (251) 972-8553
Facility Street Address or Location Description: From I-10 take US59 South 8.5mi, SR104 west 2.5mi, CR55 south 2.0mi, Take CR48 west 2.5mi, CR9 south 1.9mi to site.	

Item II.

List name of current ultimate receiving water(s) (indicate if through MS4) and the number of disturbed acres which drains through each treatment system or BMP: Add additional sheet(s) if necessary.			
Receiving Water	Disturbed Acres	Discharge Point #	Representative Outfall
Polecat Creek	6.6		<input type="checkbox"/> YES <input type="checkbox"/> NO
Polecat Creek	6.6		<input type="checkbox"/> YES <input type="checkbox"/> NO
Polecat Creek	6.6		<input type="checkbox"/> YES <input type="checkbox"/> NO
Polecat Creek	6.6		<input type="checkbox"/> YES <input type="checkbox"/> NO
Polecat Creek	6.6		<input type="checkbox"/> YES <input type="checkbox"/> NO

Item III.

1. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Did discharges of sediment or other pollutants occur from the site? If "Yes", please list a description of the discharge(s) and their location(s):
2. <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Were BMPs properly implemented and maintained at the time of inspection? If "No", please provide location(s) and descriptions of BMPs that need maintenance:
3. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Are BMPs needed in addition to those already present onsite at the time of inspection? If "Yes" please provide a description and location of additional BMPs that are needed:
4. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Have any BMPs failed to operate as designed? If "Yes", please provide location(s) and description of BMP(s) that failed:
5. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Were there BMPs required by the CBMPP that were not installed or installed in a manner not consistent with the CBMPP? If "Yes", please provide a description and location where the BMPs were not installed or installed incorrectly:

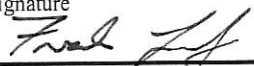
Item IV.


The Permittee shall conduct turbidity monitoring in accordance with Part V of the permit:	
1. <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Is this facility a Priority Construction Site?
2. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Has the facility disturbed greater than 10 acres?
3. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Was the site discharging at the time of inspection?
4. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Samples collected, if "Yes", sampling data must be attached.

Item V.

Weather Conditions: <u>Overcast, rain 88° 1.0"</u>			
Discharge Point #	Date, Time, and Location of Samples Collected	Sample Results	Analytical Method(s)

“Based upon the inspection of (date & time) 8/21/18, 3:30 pm conducted by the QCP, QCI, or a qualified person (list: Adrian Lang T5633) under the direct supervision of the QCP identified below. The QCI or QCP identified below certifies that effective structural and non-structural BMPs have been fully implemented and regularly maintained to the maximum extent practicable for the prevention and minimization of all sources of pollution in stormwater and authorized related process wastewater runoff, **except for those deficiencies noted above**, in accordance with the facility’s CBMPP, good sediment, erosion, and other pollution control practices, and the requirements of the permit. I certify that discharges have been tested or evaluated for the presence of non-stormwater and non-authorized process wastewaters. I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I certify that this form has not been altered, and if copied or reproduced, is consistent in format and identical in content to the ADEM approved form. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations.”

Name & Designation of QCI or QCP Frank Lundy, Operations Manager	Signature 	Date 10-22-18
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Name & Title of Permittee Responsible Official Frank Burt, Commission Chairman	Signature 	Date 10/22/2018
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ADEM NPDES CONSTRUCTION STORMWATER INSPECTION REPORT AND BMP CERTIFICATION

RESPOND WITH "N/A" AS APPROPRIATE. FORMS WITH INCOMPLETE OR INCORRECT ANSWERS, OR MISSING SIGNATURES WILL BE RETURNED AND MAY RESULT IN APPROPRIATE COMPLIANCE ACTION BY THE DEPARTMENT. IF SPACE IS INSUFFICIENT, CONTINUE ON AN ATTACHED SHEET(S) AS NECESSARY. PLEASE TYPE OR PRINT IN INK.

Item I.

Permittee Name: Baldwin County Commission	Facility/Site Name: CR-9 Bridge Replacement
Permit Number: ALR10BCH3	County: Baldwin
Facility Entrance Latitude & Longitude: N30 29' 27.30" W87 47' 48.23"	Phone Number: (251) 972-8553
Facility Street Address or Location Description: From I-10 take US59 South 8.5mi, SR104 west 2.5mi, CR55 south 2.0mi, Take CR48 west 2.5mi, CR9 south 1.9mi to site.	

Item II.

List name of current ultimate receiving water(s) (indicate if through MS4) and the number of disturbed acres which drains through each treatment system or BMP: Add additional sheet(s) if necessary.

Receiving Water	Disturbed Acres	Discharge Point #	Representative Outfall
Polecat Creek	6.6		<input type="checkbox"/> YES <input type="checkbox"/> NO
Polecat Creek	6.6		<input type="checkbox"/> YES <input type="checkbox"/> NO
Polecat Creek	6.6		<input type="checkbox"/> YES <input type="checkbox"/> NO
Polecat Creek	6.6		<input type="checkbox"/> YES <input type="checkbox"/> NO
Polecat Creek	6.6		<input type="checkbox"/> YES <input type="checkbox"/> NO

Item III.

- YES NO Did discharges of sediment or other pollutants occur from the site? If "Yes", please list a description of the discharge(s) and their location(s):
- YES NO Were BMPs properly implemented and maintained at the time of inspection? If "No", please provide location(s) and descriptions of BMPs that need maintenance:
- YES NO Are BMPs needed in addition to those already present onsite at the time of inspection? If "Yes" please provide a description and location of additional BMPs that are needed:
- YES NO Have any BMPs failed to operate as designed? If "Yes", please provide location(s) and description of BMP(s) that failed:
- YES NO Were there BMPs required by the CBMPP that were not installed or installed in a manner not consistent with the CBMPP? If "Yes", please provide a description and location where the BMPs were not installed or installed incorrectly:

Item IV.


The Permittee shall conduct turbidity monitoring in accordance with Part V of the permit:

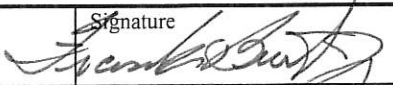
- YES NO Is this facility a Priority Construction Site?
- YES NO Has the facility disturbed greater than 10 acres?
- YES NO Was the site discharging at the time of inspection?
- YES NO Samples collected, if "Yes", sampling data must be attached.

Item V.

Weather Conditions: Overcast, rain 75°-91° 1.78"			
Discharge Point #	Date, Time, and Location of Samples Collected	Sample Results	Analytical Method(s)

"Based upon the inspection of (date & time) 8/23/18, 8:05 am conducted by the QCP, QCI, or a qualified person (list: Adwan Lang T.5633) under the direct supervision of the QCP identified below. The QCI or QCP identified below certifies that effective structural and non-structural BMPs have been fully implemented and regularly maintained to the maximum extent practicable for the prevention and minimization of all sources of pollution in stormwater and authorized related process wastewater runoff, **except for those deficiencies noted above**, in accordance with the facility's CBMPP, good sediment, erosion, and other pollution control practices, and the requirements of the permit. I certify that discharges have been tested or evaluated for the presence of non-stormwater and non-authorized process wastewaters. I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I certify that this form has not been altered, and if copied or reproduced, is consistent in format and identical in content to the ADEM approved form. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations."

Name & Designation of QCI or QCP Frank Lundy, Operations Manager	Signature 	Date 10-22-18
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Name & Title of Permittee Responsible Official Frank Burt, Commission Chairman	Signature 	Date 10/23/2018
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ADEM NPDES CONSTRUCTION STORMWATER INSPECTION REPORT AND BMP CERTIFICATION

RESPOND WITH "N/A" AS APPROPRIATE. FORMS WITH INCOMPLETE OR INCORRECT ANSWERS, OR MISSING SIGNATURES WILL BE RETURNED AND MAY RESULT IN APPROPRIATE COMPLIANCE ACTION BY THE DEPARTMENT. IF SPACE IS INSUFFICIENT, CONTINUE ON AN ATTACHED SHEET(S) AS NECESSARY. PLEASE TYPE OR PRINT IN INK.

Item I.

Permittee Name: Baldwin County Commission	Facility/Site Name: CR-9 Bridge Replacement
Permit Number: ALR10BCH3	County: Baldwin
Facility Entrance Latitude & Longitude: N30 29' 27.30" W87 47' 48.23"	Phone Number: (251) 972-8553
Facility Street Address or Location Description: From I-10 take US59 South 8.5mi, SR104 west 2.5mi, CR55 south 2.0mi, Take CR48 west 2.5mi, CR9 south 1.9mi to site.	

Item II.

List name of current ultimate receiving water(s) (indicate if through MS4) and the number of disturbed acres which drains through each treatment system or BMP: Add additional sheet(s) if necessary.

Receiving Water	Disturbed Acres	Discharge Point #	Representative Outfall
Polecat Creek	6.6		<input type="checkbox"/> YES <input type="checkbox"/> NO
Polecat Creek	6.6		<input type="checkbox"/> YES <input type="checkbox"/> NO
Polecat Creek	6.6		<input type="checkbox"/> YES <input type="checkbox"/> NO
Polecat Creek	6.6		<input type="checkbox"/> YES <input type="checkbox"/> NO
Polecat Creek	6.6		<input type="checkbox"/> YES <input type="checkbox"/> NO

Item III.

- YES NO Did discharges of sediment or other pollutants occur from the site? If "Yes", please list a description of the discharge(s) and their location(s):
- YES NO Were BMPs properly implemented and maintained at the time of inspection? If "No", please provide location(s) and descriptions of BMPs that need maintenance:
- YES NO Are BMPs needed in addition to those already present onsite at the time of inspection? If "Yes" please provide a description and location of additional BMPs that are needed:
- YES NO Have any BMPs failed to operate as designed? If "Yes", please provide location(s) and description of BMP(s) that failed:
- YES NO Were there BMPs required by the CBMPP that were not installed or installed in a manner not consistent with the CBMPP? If "Yes", please provide a description and location where the BMPs were not installed or installed incorrectly:

Item IV.

The Permittee shall conduct turbidity monitoring in accordance with Part V of the permit:

- YES NO Is this facility a Priority Construction Site?
- YES NO Has the facility disturbed greater than 10 acres?
- YES NO Was the site discharging at the time of inspection?
- YES NO Samples collected, if "Yes", sampling data must be attached.

Item V.

Weather Conditions: *Overcast 89° over Labor Day Weekend 1.83"*

Discharge Point #	Date, Time, and Location of Samples Collected	Sample Results	Analytical Method(s)

"Based upon the inspection of (date & time) 9/4/18, 10:15 am conducted by the QCP, QCI, or a qualified person (list: Adrian Lang, T56331) under the direct supervision of the QCP identified below. The QCI or QCP identified below certifies that effective structural and non-structural BMPs have been fully implemented and regularly maintained to the maximum extent practicable for the prevention and minimization of all sources of pollution in stormwater and authorized related process wastewater runoff, **except for those deficiencies noted above**, in accordance with the facility's CBMPP, good sediment, erosion, and other pollution control practices, and the requirements of the permit. I certify that discharges have been tested or evaluated for the presence of non-stormwater and non-authorized process wastewaters. I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I certify that this form has not been altered, and if copied or reproduced, is consistent in format and identical in content to the ADEM approved form. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations."

Name & Designation of QCI or QCP	Signature	Date
Frank Lundy, Operations Manager	<i>Frank Lundy</i>	10-22-18

Name & Title of Permittee Responsible Official	Signature	Date
Frank Burt, Commission Chairman	<i>Frank Burt</i>	10/23/2018

ADEM NPDES CONSTRUCTION STORMWATER INSPECTION REPORT AND BMP CERTIFICATION

RESPOND WITH "N/A" AS APPROPRIATE. FORMS WITH INCOMPLETE OR INCORRECT ANSWERS, OR MISSING SIGNATURES WILL BE RETURNED AND MAY RESULT IN APPROPRIATE COMPLIANCE ACTION BY THE DEPARTMENT. IF SPACE IS INSUFFICIENT, CONTINUE ON AN ATTACHED SHEET(S) AS NECESSARY. PLEASE TYPE OR PRINT IN INK.

Item I.

Permittee Name: Baldwin County Commission	Facility/Site Name: CR-9 Bridge Replacement
Permit Number: ALR10BCH3	County: Baldwin
Facility Entrance Latitude & Longitude: N30 29' 27.30" W87 47' 48.23"	Phone Number: (251) 972-8553
Facility Street Address or Location Description: From I-10 take US59 South 8.5mi, SR104 west 2.5mi, CR55 south 2.0mi, Take CR48 west 2.5mi, CR9 south 1.9mi to site.	

Item II.

List name of current ultimate receiving water(s) (indicate if through MS4) and the number of disturbed acres which drains through each treatment system or BMP: Add additional sheet(s) if necessary.

Receiving Water	Disturbed Acres	Discharge Point #	Representative Outfall
Polecat Creek	6.6		<input type="checkbox"/> YES <input type="checkbox"/> NO
Polecat Creek	6.6		<input type="checkbox"/> YES <input type="checkbox"/> NO
Polecat Creek	6.6		<input type="checkbox"/> YES <input type="checkbox"/> NO
Polecat Creek	6.6		<input type="checkbox"/> YES <input type="checkbox"/> NO
Polecat Creek	6.6		<input type="checkbox"/> YES <input type="checkbox"/> NO

Item III.

- YES NO Did discharges of sediment or other pollutants occur from the site? If "Yes", please list a description of the discharge(s) and their location(s):
- YES NO Were BMPs properly implemented and maintained at the time of inspection? If "No", please provide location(s) and descriptions of BMPs that need maintenance:
- YES NO Are BMPs needed in addition to those already present onsite at the time of inspection? If "Yes" please provide a description and location of additional BMPs that are needed: *Additional silt fence @ Sta 26+00*
- YES NO Have any BMPs failed to operate as designed? If "Yes", please provide location(s) and description of BMP(s) that failed: *however site inundated with waters from Tropical Storm Gordon*
- YES NO Were there BMPs required by the CBMPP that were not installed or installed in a manner not consistent with the CBMPP? If "Yes", please provide a description and location where the BMPs were not installed or installed incorrectly:

Item IV.

The Permittee shall conduct turbidity monitoring in accordance with Part V of the permit:

- YES NO Is this facility a Priority Construction Site?
- YES NO Has the facility disturbed greater than 10 acres?
- YES NO Was the site discharging at the time of inspection?
- YES NO Samples collected, if "Yes", sampling data must be attached.

Item V.

Weather Conditions: <i>Overcast 87° After TS Gordon 6.87"</i>			
Discharge Point #	Date, Time, and Location of Samples Collected	Sample Results	Analytical Method(s)
<i>3.0</i>	<i>9/6/18, 11:30am ^{5th} 2600 Lt, Rt</i>	<i>Upstream 25.8, downstream 30.9 ntu</i>	<i>T-100</i>

"Based upon the inspection of (date & time) *9/6/18, 11:00 am* conducted by the QCP, QCI, or a qualified person (list: *Adrian Lang, T5633*) under the direct supervision of the QCP identified below. The QCI or QCP identified below certifies that effective structural and non-structural BMPs have been fully implemented and regularly maintained to the maximum extent practicable for the prevention and minimization of all sources of pollution in stormwater and authorized related process wastewater runoff, **except for those deficiencies noted above**, in accordance with the facility's CBMPP, good sediment, erosion, and other pollution control practices, and the requirements of the permit. I certify that discharges have been tested or evaluated for the presence of non-stormwater and non-authorized process wastewaters. I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I certify that this form has not been altered, and if copied or reproduced, is consistent in format and identical in content to the ADEM approved form. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations."

Name & Designation of QCI or QCP <i>Frank Lundy, Operations Manager</i>	Signature <i>Frank Lundy</i>	Date <i>10-22-18</i>
Name & Title of Permittee Responsible Official <i>Frank Burt, Commission Chairman</i>	Signature <i>Frank Burt</i>	Date <i>10/23/2018</i>

ADEM NPDES CONSTRUCTION STORMWATER INSPECTION REPORT AND BMP CERTIFICATION

RESPOND WITH "N/A" AS APPROPRIATE. FORMS WITH INCOMPLETE OR INCORRECT ANSWERS, OR MISSING SIGNATURES WILL BE RETURNED AND MAY RESULT IN APPROPRIATE COMPLIANCE ACTION BY THE DEPARTMENT. IF SPACE IS INSUFFICIENT, CONTINUE ON AN ATTACHED SHEET(S) AS NECESSARY. PLEASE TYPE OR PRINT IN INK.

Item I.

Permittee Name: Baldwin County Commission	Facility/Site Name: Old Brady Road Pit
Permit Number: ALR6850034	County: Baldwin
Facility Entrance Latitude & Longitude: 30.39'3.431 N 87.39'27.786 W	Phone Number: 251-937-0371
Facility Street Address or Location Description: From I-10 take Loxley exit south. Head south on Hwy 59 for approx 1.3 mi, turn east onto CR 68. Approx. 5.8 mi then north on CR 68 and approx. 1 mile. Turn north on Old Brady Rd and site is approx. .20 mi on west side of road.	

Item II.

List name of current ultimate receiving water(s) (indicate if through MS4) and the number of disturbed acres which drains through each treatment system or BMP: Add additional sheet(s) if necessary.

Receiving Water	Disturbed Acres	Discharge Point #	Representative Outfall
Styx River	10		<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO

Item III.

- YES NO Did discharges of sediment or other pollutants occur from the site? If "Yes", please list a description of the discharge(s) and their location(s):
- YES NO Were BMPs properly implemented and maintained at the time of inspection? If "No", please provide location(s) and descriptions of BMPs that need maintenance:
- YES NO Are BMPs needed in addition to those already present onsite at the time of inspection? If "Yes" please provide a description and location of additional BMPs that are needed:
- YES NO Have any BMPs failed to operate as designed? If "Yes", please provide location(s) and description of BMP(s) that failed:
- YES NO Were there BMPs required by the CBMPP that were not installed or installed in a manner not consistent with the CBMPP? If "Yes", please provide a description and location where the BMPs were not installed or installed incorrectly:

Item IV.

The Permittee shall conduct turbidity monitoring in accordance with Part V of the permit:

- YES NO Is this facility a Priority Construction Site?
- YES NO Has the facility disturbed greater than 10 acres?
- YES NO Was the site discharging at the time of inspection?
- YES NO Samples collected, if "Yes", sampling data must be attached.

Weather Conditions: MAY 2018, NO QUALIFYING EVENTS - END OF MONTH REPORT			
Discharge Point #	Date, Time, and Location of Samples Collected	Sample Results	Analytical Method(s)

“Based upon the inspection of (date & time) 5-31-18 10:0 AM conducted by the QCP, QCI, or a qualified person (list: Paul Penry) under the direct supervision of the QCP identified below. The QCI or QCP identified below certifies that effective structural and non-structural BMPs have been fully implemented and regularly maintained to the maximum extent practicable for the prevention and minimization of all sources of pollution in stormwater and authorized related process wastewater runoff, **except for those deficiencies noted above**, in accordance with the facility’s CBMPP, good sediment, erosion, and other pollution control practices, and the requirements of the permit. I certify that discharges have been tested or evaluated for the presence of non-stormwater and non-authorized process wastewaters. I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I certify that this form has not been altered, and if copied or reproduced, is consistent in format and identical in content to the ADEM approved form. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations.”

Name & Designation of QCI or QCP Paul Penry, Area 200 Supervisor	Signature 	Date 6/1/2018
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Name & Title of Permittee Responsible Official Frank Burt, Commission Chairman	Signature 	Date 12/3/2018
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ADEM NPDES CONSTRUCTION STORMWATER INSPECTION REPORT AND BMP CERTIFICATION

RESPOND WITH "N/A" AS APPROPRIATE. FORMS WITH INCOMPLETE OR INCORRECT ANSWERS, OR MISSING SIGNATURES WILL BE RETURNED AND MAY RESULT IN APPROPRIATE COMPLIANCE ACTION BY THE DEPARTMENT. IF SPACE IS INSUFFICIENT, CONTINUE ON AN ATTACHED SHEET(S) AS NECESSARY. PLEASE TYPE OR PRINT IN INK.

Item I.

Permittee Name: Baldwin County Commission	Facility/Site Name: Old Brady Road Pit
Permit Number: ALR6850034	County: Baldwin
Facility Entrance Latitude & Longitude: 30.39°3.431 N 87.39°27.786 W	Phone Number: 251-937-0371
Facility Street Address or Location Description: From I-10 take Loxley exit south. Head south on Hwy 59 for approx 1.3 mi, turn east onto CR 68. Approx. 5.8 mi then north on CR 68 and approx. 1 mile. Turn north on Old Brady Rd and site is approx. .20 mi on west side of road.	

Item II.

List name of current ultimate receiving water(s) (indicate if through MS4) and the number of disturbed acres which drains through each treatment system or BMP: Add additional sheet(s) if necessary.			
Receiving Water	Disturbed Acres	Discharge Point #	Representative Outfall
Styx River	10		<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO

Item III.

1. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Did discharges of sediment or other pollutants occur from the site? If "Yes", please list a description of the discharge(s) and their location(s):
2. <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Were BMPs properly implemented and maintained at the time of inspection? If "No", please provide location(s) and descriptions of BMPs that need maintenance:
3. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Are BMPs needed in addition to those already present onsite at the time of inspection? If "Yes" please provide a description and location of additional BMPs that are needed:
4. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Have any BMPs failed to operate as designed? If "Yes", please provide location(s) and description of BMP(s) that failed:
5. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Were there BMPs required by the CBMPP that were not installed or installed in a manner not consistent with the CBMPP? If "Yes", please provide a description and location where the BMPs were not installed or installed incorrectly:


Item IV.

The Permittee shall conduct turbidity monitoring in accordance with Part V of the permit:	
1.	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Is this facility a Priority Construction Site?
2.	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Has the facility disturbed greater than 10 acres?
3.	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Was the site discharging at the time of inspection?
4.	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Samples collected, if "Yes", sampling data must be attached.

Item V.

Weather Conditions: 1.00" RAINFALL ON JUNE 3, 2018			
Discharge Point #	Date, Time, and Location of Samples Collected	Sample Results	Analytical Method(s)

"Based upon the inspection of (date & time) 6-4-18 7:00AM conducted by the QCP, QCI, or a qualified person (list: Paul Penry) under the direct supervision of the QCP identified below. The QCI or QCP identified below certifies that effective structural and non-structural BMPs have been fully implemented and regularly maintained to the maximum extent practicable for the prevention and minimization of all sources of pollution in stormwater and authorized related process wastewater runoff, **except for those deficiencies noted above**, in accordance with the facility's CBMPP, good sediment, erosion, and other pollution control practices, and the requirements of the permit. I certify that discharges have been tested or evaluated for the presence of non-stormwater and non-authorized process wastewaters. I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I certify that this form has not been altered, and if copied or reproduced, is consistent in format and identical in content to the ADEM approved form. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations."

Name & Designation of QCI or QCP Paul Penry, Area 200 Supervisor	Signature 	Date 6/4/2018
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Name & Title of Permittee Responsible Official Frank Burt, Commission Chairman	Signature 	Date 10/23/2018
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ADEM NPDES CONSTRUCTION STORMWATER INSPECTION REPORT AND BMP CERTIFICATION

RESPOND WITH "N/A" AS APPROPRIATE. FORMS WITH INCOMPLETE OR INCORRECT ANSWERS, OR MISSING SIGNATURES WILL BE RETURNED AND MAY RESULT IN APPROPRIATE COMPLIANCE ACTION BY THE DEPARTMENT. IF SPACE IS INSUFFICIENT, CONTINUE ON AN ATTACHED SHEET(S) AS NECESSARY. PLEASE TYPE OR PRINT IN INK.

Item I.

Permittee Name: Baldwin County Commission	Facility/Site Name: Old Brady Road Pit
Permit Number: ALR6850034	County: Baldwin
Facility Entrance Latitude & Longitude: 30.39'3.431 N 87.39'27.786 W	Phone Number: 251-937-0371
Facility Street Address or Location Description: From I-10 take Loxley exit south. Head south on Hwy 59 for approx 1.3 mi, turn east onto CR 68. Approx. 5.8 mi then north on CR 68 and approx. 1 mile. Turn north on Old Brady Rd and site is approx. .20 mi on west side of road.	

Item II.

List name of current ultimate receiving water(s) (indicate if through MS4) and the number of disturbed acres which drains through each treatment system or BMP: Add additional sheet(s) if necessary.			
Receiving Water	Disturbed Acres	Discharge Point #	Representative Outfall
Styx River	10		<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO

Item III.

1. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Did discharges of sediment or other pollutants occur from the site? If "Yes", please list a description of the discharge(s) and their location(s):
2. <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Were BMPs properly implemented and maintained at the time of inspection? If "No", please provide location(s) and descriptions of BMPs that need maintenance:
3. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Are BMPs needed in addition to those already present onsite at the time of inspection? If "Yes" please provide a description and location of additional BMPs that are needed:
4. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Have any BMPs failed to operate as designed? If "Yes", please provide location(s) and description of BMP(s) that failed:
5. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Were there BMPs required by the CBMPP that were not installed or installed in a manner not consistent with the CBMPP? If "Yes", please provide a description and location where the BMPs were not installed or installed incorrectly:

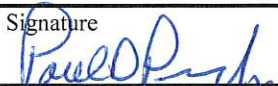
Item IV.

The Permittee shall conduct turbidity monitoring in accordance with Part V of the permit:	
1.	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Is this facility a Priority Construction Site?
2.	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Has the facility disturbed greater than 10 acres?
3.	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Was the site discharging at the time of inspection?
4.	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Samples collected, if "Yes", sampling data must be attached.

Item V.

Weather Conditions: 3.25" TOTAL RAINFALL FROM JUNE 8 TH TO JUNE 10 TH 2018 (WEEKEND)			
Discharge Point #	Date, Time, and Location of Samples Collected	Sample Results	Analytical Method(s)

“Based upon the inspection of (date & time) 6-11-18 8:00AM conducted by the QCP, QCI, or a qualified person (list: Paul Penry, Area 200 Supervisor) under the direct supervision of the QCP identified below. The QCI or QCP identified below certifies that effective structural and non-structural BMPs have been fully implemented and regularly maintained to the maximum extent practicable for the prevention and minimization of all sources of pollution in stormwater and authorized related process wastewater runoff, **except for those deficiencies noted above**, in accordance with the facility’s CBMPP, good sediment, erosion, and other pollution control practices, and the requirements of the permit. I certify that discharges have been tested or evaluated for the presence of non-stormwater and non-authorized process wastewaters. I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I certify that this form has not been altered, and if copied or reproduced, is consistent in format and identical in content to the ADEM approved form. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations.”

Name & Designation of QCI or QCP Paul Penry, Area 200 Supervisor	Signature 	Date 6/11/2018
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Name & Title of Permittee Responsible Official Frank Burt, Commission Chairman	Signature 	Date 6/13/2018
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AL EM NPDES CONSTRUCTION STORMWATER INSPECTION REPORT AND BMP CERTIFICATION

RESPOND WITH "N/A" AS APPROPRIATE. FORMS WITH INCOMPLETE OR INCORRECT ANSWERS, OR MISSING SIGNATURES WILL BE RETURNED AND MAY RESULT IN APPROPRIATE COMPLIANCE ACTION BY THE DEPARTMENT. IF SPACE IS INSUFFICIENT, CONTINUE ON AN ATTACHED SHEET(S) AS NECESSARY. PLEASE TYPE OR PRINT IN INK.

Item I.

Permittee Name: Baldwin County Commission	Facility/Site Name: Old Brady Road Pit
Permit Number: ALR6850034	County: Baldwin
Facility Entrance Latitude & Longitude: 30.39'3.431 N 87.39'27.786 W	Phone Number: 251-937-0371
Facility Street Address or Location Description: From I-10 take Loxley exit south. Head south on Hwy 59 for approx 1.3 mi, turn east onto CR 68. Approx. 5.8 mi then north on CR 68 and approx. 1 mile. Turn north on Old Brady Rd and site is approx. .20 mi on west side of road.	

Item II.

List name of current ultimate receiving water(s) (indicate if through MS4) and the number of disturbed acres which drains through each treatment system or BMP: Add additional sheet(s) if necessary.			
Receiving Water	Disturbed Acres	Discharge Point #	Representative Outfall
Styx River	10		<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO

Item III.

1. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Did discharges of sediment or other pollutants occur from the site? If "Yes", please list a description of the discharge(s) and their location(s):
2. <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Were BMPs properly implemented and maintained at the time of inspection? If "No", please provide location(s) and descriptions of BMPs that need maintenance:
3. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Are BMPs needed in addition to those already present onsite at the time of inspection? If "Yes" please provide a description and location of additional BMPs that are needed:
4. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Have any BMPs failed to operate as designed? If "Yes", please provide location(s) and description of BMP(s) that failed:
5. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Were there BMPs required by the CBMPP that were not installed or installed in a manner not consistent with the CBMPP? If "Yes", please provide a description and location where the BMPs were not installed or installed incorrectly:

Item IV.

The Permittee shall conduct turbidity monitoring in accordance with Part V of the permit:	
1.	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Is this facility a Priority Construction Site?
2.	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Has the facility disturbed greater than 10 acres?
3.	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Was the site discharging at the time of inspection?
4.	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Samples collected, if "Yes", sampling data must be attached.

Weather Conditions: 1.50" RAINFALL ON JUNE 12, 2018			
Discharge Point #	Date, Time, and Location of Samples Collected	Sample Results	Analytical Method(s)

“Based upon the inspection of (date & time) 6-13-18 7:00 AM conducted by the QCP, QCI, or a qualified person (list: Paul Penry, Area 200 Supervisor) under the direct supervision of the QCP identified below. The QCI or QCP identified below certifies that effective structural and non-structural BMPs have been fully implemented and regularly maintained to the maximum extent practicable for the prevention and minimization of all sources of pollution in stormwater and authorized related process wastewater runoff, **except for those deficiencies noted above**, in accordance with the facility’s CBMPP, good sediment, erosion, and other pollution control practices, and the requirements of the permit. I certify that discharges have been tested or evaluated for the presence of non-stormwater and non-authorized process wastewaters. I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I certify that this form has not been altered, and if copied or reproduced, is consistent in format and identical in content to the ADEM approved form. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations.”

Name & Designation of QCI or QCP Paul Penry, Area 200 Supervisor	Signature <i>Paul Penry</i>	Date 6/13/2018
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Name & Title of Permittee Responsible Official Frank Burt, Commission Chairman	Signature <i>Frank Burt</i>	Date 6/13/2018
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ADEM NPDES CONSTRUCTION STORMWATER INSPECTION REPORT AND BMP CERTIFICATION

RESPOND WITH "N/A" AS APPROPRIATE. FORMS WITH INCOMPLETE OR INCORRECT ANSWERS, OR MISSING SIGNATURES WILL BE RETURNED AND MAY RESULT IN APPROPRIATE COMPLIANCE ACTION BY THE DEPARTMENT. IF SPACE IS INSUFFICIENT, CONTINUE ON AN ATTACHED SHEET(S) AS NECESSARY. PLEASE TYPE OR PRINT IN INK.

Item I.

Permittee Name: Baldwin County Commission	Facility/Site Name: Old Brady Road Pit
Permit Number: ALR6850034	County: Baldwin
Facility Entrance Latitude & Longitude: 30.39'3.431 N 87.39'27.786 W	Phone Number: 251-937-0371
Facility Street Address or Location Description: From I-10 take Loxley exit south. Head south on Hwy 59 for approx 1.3 mi, turn east onto CR 68. Approx. 5.8 mi then north on CR 68 and approx. 1 mile. Turn north on Old Brady Rd and site is approx. .20 mi on west side of road.	

Item II.

List name of current ultimate receiving water(s) (indicate if through MS4) and the number of disturbed acres which drains through each treatment system or BMP: Add additional sheet(s) if necessary.

Receiving Water	Disturbed Acres	Discharge Point #	Representative Outfall
Styx River	10		<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO

Item III.

1. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Did discharges of sediment or other pollutants occur from the site? If "Yes", please list a description of the discharge(s) and their location(s):
2. <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Were BMPs properly implemented and maintained at the time of inspection? If "No", please provide location(s) and descriptions of BMPs that need maintenance:
3. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Are BMPs needed in addition to those already present onsite at the time of inspection? If "Yes" please provide a description and location of additional BMPs that are needed:
4. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Have any BMPs failed to operate as designed? If "Yes", please provide location(s) and description of BMP(s) that failed:
5. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Were there BMPs required by the CBMPP that were not installed or installed in a manner not consistent with the CBMPP? If "Yes", please provide a description and location where the BMPs were not installed or installed incorrectly:

Item IV.

The Permittee shall conduct turbidity monitoring in accordance with Part V of the permit:


1. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Is this facility a Priority Construction Site?
2. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Has the facility disturbed greater than 10 acres?
3. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Was the site discharging at the time of inspection?
4. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Samples collected, if "Yes", sampling data must be attached.

Item V.

Weather Conditions: **1.50" RAINFALL ON JULY 17, 2018**

Discharge Point #	Date, Time, and Location of Samples Collected	Sample Results	Analytical Method(s)

“Based upon the inspection of (date & time) 7-18-18 7:30 AM conducted by the QCP, QCI, or a qualified person (list: Wayne Byrd) under the direct supervision of the QCP identified below. The QCI or QCP identified below certifies that effective structural and non-structural BMPs have been fully implemented and regularly maintained to the maximum extent practicable for the prevention and minimization of all sources of pollution in stormwater and authorized related process wastewater runoff, **except for those deficiencies noted above**, in accordance with the facility’s CBMPP, good sediment, erosion, and other pollution control practices, and the requirements of the permit. I certify that discharges have been tested or evaluated for the presence of non-stormwater and non-authorized process wastewaters. I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I certify that this form has not been altered, and if copied or reproduced, is consistent in format and identical in content to the ADEM approved form. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations.”

Name & Designation of QCI or QCP Paul Penry, Area 200 Supervisor	Signature 	Date 7/18/2018
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Name & Title of Permittee Responsible Official Frank Burt, Commission Chairman	Signature 	Date 10/23/2018
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ADEM NPDES CONSTRUCTION STORMWATER INSPECTION REPORT AND BMP CERTIFICATION

RESPOND WITH "N/A" AS APPROPRIATE. FORMS WITH INCOMPLETE OR INCORRECT ANSWERS, OR MISSING SIGNATURES WILL BE RETURNED AND MAY RESULT IN APPROPRIATE COMPLIANCE ACTION BY THE DEPARTMENT. IF SPACE IS INSUFFICIENT, CONTINUE ON AN ATTACHED SHEET(S) AS NECESSARY. PLEASE TYPE OR PRINT IN INK.

Item I.

Permittee Name: Baldwin County Commission	Facility/Site Name: Old Brady Road Pit
Permit Number: ALR6850034	County: Baldwin
Facility Entrance Latitude & Longitude: 30.39°3.431 N 87.39°27.786 W	Phone Number: 251-937-0371
Facility Street Address or Location Description: From I-10 take Loxley exit south. Head south on Hwy 59 for approx 1.3 mi, turn east onto CR 68. Approx. 5.8 mi then north on CR 68 and approx. 1 mile. Turn north on Old Brady Rd and site is approx. .20 mi on west side of road.	

Item II.

List name of current ultimate receiving water(s) (indicate if through MS4) and the number of disturbed acres which drains through each treatment system or BMP: Add additional sheet(s) if necessary.			
Receiving Water	Disturbed Acres	Discharge Point #	Representative Outfall
Styx River	10		<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO

Item III.

1. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Did discharges of sediment or other pollutants occur from the site? If "Yes", please list a description of the discharge(s) and their location(s):
2. <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Were BMPs properly implemented and maintained at the time of inspection? If "No", please provide location(s) and descriptions of BMPs that need maintenance:
3. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Are BMPs needed in addition to those already present onsite at the time of inspection? If "Yes" please provide a description and location of additional BMPs that are needed:
4. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Have any BMPs failed to operate as designed? If "Yes", please provide location(s) and description of BMP(s) that failed:
5. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Were there BMPs required by the CBMPP that were not installed or installed in a manner not consistent with the CBMPP? If "Yes", please provide a description and location where the BMPs were not installed or installed incorrectly:

Item IV.

The Permittee shall conduct turbidity monitoring in accordance with Part V of the permit:	
1.	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Is this facility a Priority Construction Site?
2.	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Has the facility disturbed greater than 10 acres?
3.	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Was the site discharging at the time of inspection?
4.	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Samples collected, if "Yes", sampling data must be attached.

ADEM NPDES CONSTRUCTION STORMWATER INSPECTION REPORT AND BMP CERTIFICATION

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Item I.

Permittee Name: Baldwin County Commission	Facility/Site Name: Old Brady Road Pit
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Facility Entrance Latitude & Longitude: 30.39'3.431 N 87.39'27.786 W	Phone Number: 251-937-0371
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Receiving Water	Disturbed Acres	Discharge Point #	Representative Outfall
Styx River	10		<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO

Item III.

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Item IV.

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- YES NO Was the site discharging at the time of inspection?
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ADEM NPDES CONSTRUCTION STORMWATER INSPECTION REPORT AND BMP CERTIFICATION

RESPOND WITH "N/A" AS APPROPRIATE. FORMS WITH INCOMPLETE OR INCORRECT ANSWERS, OR MISSING SIGNATURES WILL BE RETURNED AND MAY RESULT IN APPROPRIATE COMPLIANCE ACTION BY THE DEPARTMENT. IF SPACE IS INSUFFICIENT, CONTINUE ON AN ATTACHED SHEET(S) AS NECESSARY. PLEASE TYPE OR PRINT IN INK.

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Permittee Name: Baldwin County Commission	Facility/Site Name: Old Brady Road Pit
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Styx River	10		<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO

Item III.

1. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Did discharges of sediment or other pollutants occur from the site? If "Yes", please list a description of the discharge(s) and their location(s):
2. <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Were BMPs properly implemented and maintained at the time of inspection? If "No", please provide location(s) and descriptions of BMPs that need maintenance:
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ADEM NPDES CONSTRUCTION STORMWATER INSPECTION REPORT AND BMP CERTIFICATION

RESPOND WITH "N/A" AS APPROPRIATE. FORMS WITH INCOMPLETE OR INCORRECT ANSWERS, OR MISSING SIGNATURES WILL BE RETURNED AND MAY RESULT IN APPROPRIATE COMPLIANCE ACTION BY THE DEPARTMENT. IF SPACE IS INSUFFICIENT, CONTINUE ON AN ATTACHED SHEET(S) AS NECESSARY. PLEASE TYPE OR PRINT IN INK.

Item I.

Permittee Name: Baldwin County Commission	Facility/Site Name: Old Brady Road Pit
Permit Number: ALR6850034	County: Baldwin
Facility Entrance Latitude & Longitude: 30.39'3.431 N 87.39'27.786 W	Phone Number: 251-937-0371
Facility Street Address or Location Description: From I-10 take Loxley exit south. Head south on Hwy 59 for approx 1.3 mi, turn east onto CR 68. Approx. 5.8 mi then north on CR 68 and approx. 1 mile. Turn north on Old Brady Rd and site is approx. .20 mi on west side of road.	

Item II.

List name of current ultimate receiving water(s) (indicate if through MS4) and the number of disturbed acres which drains through each treatment system or BMP: Add additional sheet(s) if necessary.			
Receiving Water	Disturbed Acres	Discharge Point #	Representative Outfall
Styx River	10		<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO

Item III.

1. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Did discharges of sediment or other pollutants occur from the site? If "Yes", please list a description of the discharge(s) and their location(s):
2. <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Were BMPs properly implemented and maintained at the time of inspection? If "No", please provide location(s) and descriptions of BMPs that need maintenance:
3. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Are BMPs needed in addition to those already present onsite at the time of inspection? If "Yes" please provide a description and location of additional BMPs that are needed:
4. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Have any BMPs failed to operate as designed? If "Yes", please provide location(s) and description of BMP(s) that failed:
5. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Were there BMPs required by the CBMPP that were not installed or installed in a manner not consistent with the CBMPP? If "Yes", please provide a description and location where the BMPs were not installed or installed incorrectly:

Item IV.

The Permittee shall conduct turbidity monitoring in accordance with Part V of the permit:
1. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Is this facility a Priority Construction Site?
2. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Has the facility disturbed greater than 10 acres?
3. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Was the site discharging at the time of inspection?
4. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Samples collected, if "Yes", sampling data must be attached.

Weather Conditions: .75 " RAINFALL ON AUGUST 20, 2018			
Discharge Point #	Date, Time, and Location of Samples Collected	Sample Results	Analytical Method(s)

"Based upon the inspection of (date & time) 8-21-18 7:00 AM conducted by the QCP, QCI, or a qualified person (list: Wayne Byrd) under the direct supervision of the QCP identified below. The QCI or QCP identified below certifies that effective structural and non-structural BMPs have been fully implemented and regularly maintained to the maximum extent practicable for the prevention and minimization of all sources of pollution in stormwater and authorized related process wastewater runoff, **except for those deficiencies noted above**, in accordance with the facility's CBMPP, good sediment, erosion, and other pollution control practices, and the requirements of the permit. I certify that discharges have been tested or evaluated for the presence of non-stormwater and non-authorized process wastewaters. I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I certify that this form has not been altered, and if copied or reproduced, is consistent in format and identical in content to the ADEM approved form. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations."

Name & Designation of QCI or QCP Paul Penry, Area 200 Supervisor	Signature 	Date 8/21/2018
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Name & Title of Permittee Responsible Official Frank Burt, Commission Chairman	Signature 	Date 8/23/2018
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ADEM NPDES CONSTRUCTION STORMWATER INSPECTION REPORT AND BMP CERTIFICATION

RESPOND WITH "N/A" AS APPROPRIATE. FORMS WITH INCOMPLETE OR INCORRECT ANSWERS, OR MISSING SIGNATURES WILL BE RETURNED AND MAY RESULT IN APPROPRIATE COMPLIANCE ACTION BY THE DEPARTMENT. IF SPACE IS INSUFFICIENT, CONTINUE ON AN ATTACHED SHEET(S) AS NECESSARY. PLEASE TYPE OR PRINT IN INK.

Item I.

Permittee Name: Baldwin County Commission	Facility/Site Name: Old Brady Road Pit
Permit Number: ALR6850034	County: Baldwin
Facility Entrance Latitude & Longitude: 30.39'3.431 N 87.39'27.786 W	Phone Number: 251-937-0371
Facility Street Address or Location Description: From I-10 take Loxley exit south. Head south on Hwy 59 for approx 1.3 mi, turn east onto CR 68. Approx. 5.8 mi then north on CR 68 and approx. 1 mile. Turn north on Old Brady Rd and site is approx. .20 mi on west side of road.	

Item II.

List name of current ultimate receiving water(s) (indicate if through MS4) and the number of disturbed acres which drains through each treatment system or BMP: Add additional sheet(s) if necessary.			
Receiving Water	Disturbed Acres	Discharge Point #	Representative Outfall
Styx River	10		<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO

Item III.

1. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Did discharges of sediment or other pollutants occur from the site? If "Yes", please list a description of the discharge(s) and their location(s):
2. <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Were BMPs properly implemented and maintained at the time of inspection? If "No", please provide location(s) and descriptions of BMPs that need maintenance:
3. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Are BMPs needed in addition to those already present onsite at the time of inspection? If "Yes" please provide a description and location of additional BMPs that are needed:
4. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Have any BMPs failed to operate as designed? If "Yes", please provide location(s) and description of BMP(s) that failed:
5. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Were there BMPs required by the CBMPP that were not installed or installed in a manner not consistent with the CBMPP? If "Yes", please provide a description and location where the BMPs were not installed or installed incorrectly:

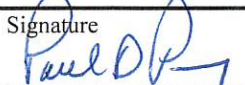
Item IV.

The Permittee shall conduct turbidity monitoring in accordance with Part V of the permit:
1. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Is this facility a Priority Construction Site?
2. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Has the facility disturbed greater than 10 acres?
3. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Was the site discharging at the time of inspection?
4. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Samples collected, if "Yes", sampling data must be attached.

Item V.

Weather Conditions: 5.5" RAINFALL ON SEPTEMBER 4, 2018			
Discharge Point #	Date, Time, and Location of Samples Collected	Sample Results	Analytical Method(s)

"Based upon the inspection of (date & time) 9-5-18 7:15 AM conducted by the QCP, QCI, or a qualified person (list: William Brown) under the direct supervision of the QCP identified below. The QCI or QCP identified below certifies that effective structural and non-structural BMPs have been fully implemented and regularly maintained to the maximum extent practicable for the prevention and minimization of all sources of pollution in stormwater and authorized related process wastewater runoff, **except for those deficiencies noted above**, in accordance with the facility's CBMPP, good sediment, erosion, and other pollution control practices, and the requirements of the permit. I certify that discharges have been tested or evaluated for the presence of non-stormwater and non-authorized process wastewaters. I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I certify that this form has not been altered, and if copied or reproduced, is consistent in format and identical in content to the ADEM approved form. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations."

Name & Designation of QCI or QCP Paul Penry, Area 200 Supervisor	Signature 	Date 9/5/2018
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Name & Title of Permittee Responsible Official Frank Burt, Commission Chairman	Signature 	Date 9/5/2018
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ADEM NPDES CONSTRUCTION STORMWATER INSPECTION REPORT AND BMP CERTIFICATION

RESPOND WITH "N/A" AS APPROPRIATE. FORMS WITH INCOMPLETE OR INCORRECT ANSWERS, OR MISSING SIGNATURES WILL BE RETURNED AND MAY RESULT IN APPROPRIATE COMPLIANCE ACTION BY THE DEPARTMENT. IF SPACE IS INSUFFICIENT, CONTINUE ON AN ATTACHED SHEET(S) AS NECESSARY. PLEASE TYPE OR PRINT IN INK.

Item I.

Permittee Name: Baldwin County Commission	Facility/Site Name: Old Brady Road Pit
Permit Number: ALR6850034	County: Baldwin
Facility Entrance Latitude & Longitude: 30.39'3.431 N 87.39'27.786 W	Phone Number: 251-937-0371
Facility Street Address or Location Description: From I-10 take Loxley exit south. Head south on Hwy 59 for approx 1.3 mi, turn east onto CR 68. Approx. 5.8 mi then north on CR 68 and approx. 1 mile. Turn north on Old Brady Rd and site is approx. .20 mi on west side of road.	

Item II.

List name of current ultimate receiving water(s) (indicate if through MS4) and the number of disturbed acres which drains through each treatment system or BMP: Add additional sheet(s) if necessary.

Receiving Water	Disturbed Acres	Discharge Point #	Representative Outfall
Styx River	10		<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO

Item III.

1. YES NO Did discharges of sediment or other pollutants occur from the site? If "Yes", please list a description of the discharge(s) and their location(s):
2. YES NO Were BMPs properly implemented and maintained at the time of inspection? If "No", please provide location(s) and descriptions of BMPs that need maintenance:
3. YES NO Are BMPs needed in addition to those already present onsite at the time of inspection? If "Yes" please provide a description and location of additional BMPs that are needed:
4. YES NO Have any BMPs failed to operate as designed? If "Yes", please provide location(s) and description of BMP(s) that failed:
5. YES NO Were there BMPs required by the CBMPP that were not installed or installed in a manner not consistent with the CBMPP? If "Yes", please provide a description and location where the BMPs were not installed or installed incorrectly:

Item IV.

The Permittee shall conduct turbidity monitoring in accordance with Part V of the permit:

1. YES NO Is this facility a Priority Construction Site?
2. YES NO Has the facility disturbed greater than 10 acres?
3. YES NO Was the site discharging at the time of inspection?
4. YES NO Samples collected, if "Yes", sampling data must be attached.

Weather Conditions: 1.5" RAINFALL ON SEPTEMBER 5, 2018			
Discharge Point #	Date, Time, and Location of Samples Collected	Sample Results	Analytical Method(s)

“Based upon the inspection of (date & time) 9-6-18 8:05 AM conducted by the QCP, QCI, or a qualified person (list: Wayne Byrd) under the direct supervision of the QCP identified below. The QCI or QCP identified below certifies that effective structural and non-structural BMPs have been fully implemented and regularly maintained to the maximum extent practicable for the prevention and minimization of all sources of pollution in stormwater and authorized related process wastewater runoff, **except for those deficiencies noted above**, in accordance with the facility’s CBMPP, good sediment, erosion, and other pollution control practices, and the requirements of the permit. I certify that discharges have been tested or evaluated for the presence of non-stormwater and non-authorized process wastewaters. I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I certify that this form has not been altered, and if copied or reproduced, is consistent in format and identical in content to the ADEM approved form. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations.”

Name & Designation of QCI or QCP Paul Penry, Area 200 Supervisor	Signature <i>Paul Penry</i>	Date 9/6/2018
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Name & Title of Permittee Responsible Official Frank Burt, Commission Chairman	Signature <i>Frank Burt</i>	Date 10/23/2018
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ADEM NPDES CONSTRUCTION STORMWATER INSPECTION REPORT AND BMP CERTIFICATION

RESPOND WITH "N/A" AS APPROPRIATE. FORMS WITH INCOMPLETE OR INCORRECT ANSWERS, OR MISSING SIGNATURES WILL BE RETURNED AND MAY RESULT IN APPROPRIATE COMPLIANCE ACTION BY THE DEPARTMENT. IF SPACE IS INSUFFICIENT, CONTINUE ON AN ATTACHED SHEET(S) AS NECESSARY. PLEASE TYPE OR PRINT IN INK.

Item I.

Permittee Name: Baldwin County Commission	Facility/Site Name: Old Brady Road Pit
Permit Number: ALR6850034	County: Baldwin
Facility Entrance Latitude & Longitude: 30.39'3.431 N 87.39'27.786 W	Phone Number: 251-937-0371
Facility Street Address or Location Description: From I-10 take Loxley exit south. Head south on Hwy 59 for approx 1.3 mi, turn east onto CR 68. Approx. 5.8 mi then north on CR 68 and approx. 1 mile. Turn north on Old Brady Rd and site is approx. .20 mi on west side of road.	

Item II.

List name of current ultimate receiving water(s) (indicate if through MS4) and the number of disturbed acres which drains through each treatment system or BMP: Add additional sheet(s) if necessary.			
Receiving Water	Disturbed Acres	Discharge Point #	Representative Outfall
Styx River	10		<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO

Item III.

1. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Did discharges of sediment or other pollutants occur from the site? If "Yes", please list a description of the discharge(s) and their location(s):
2. <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Were BMPs properly implemented and maintained at the time of inspection? If "No", please provide location(s) and descriptions of BMPs that need maintenance:
3. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Are BMPs needed in addition to those already present onsite at the time of inspection? If "Yes" please provide a description and location of additional BMPs that are needed:
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5. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Were there BMPs required by the CBMPP that were not installed or installed in a manner not consistent with the CBMPP? If "Yes", please provide a description and location where the BMPs were not installed or installed incorrectly:

Item IV.

The Permittee shall conduct turbidity monitoring in accordance with Part V of the permit:
1. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Is this facility a Priority Construction Site?
2. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Has the facility disturbed greater than 10 acres?
3. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Was the site discharging at the time of inspection?
4. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Samples collected, if "Yes", sampling data must be attached.

Item V.

Weather Conditions: .75" RAINFALL ON SEPTEMBER 10, 2018			
Discharge Point #	Date, Time, and Location of Samples Collected	Sample Results	Analytical Method(s)

"Based upon the inspection of (date & time) 9-11-18 7:00AM conducted by the QCP, QCI, or a qualified person (list: Wayne Byrd) under the direct supervision of the QCP identified below. The QCI or QCP identified below certifies that effective structural and non-structural BMPs have been fully implemented and regularly maintained to the maximum extent practicable for the prevention and minimization of all sources of pollution in stormwater and authorized related process wastewater runoff, **except for those deficiencies noted above**, in accordance with the facility's CBMPP, good sediment, erosion, and other pollution control practices, and the requirements of the permit. I certify that discharges have been tested or evaluated for the presence of non-stormwater and non-authorized process wastewaters. I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I certify that this form has not been altered, and if copied or reproduced, is consistent in format and identical in content to the ADEM approved form. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations."

Name & Designation of QCI or QCP Paul Penry, Area 200 Supervisor	Signature <i>[Signature]</i>	Date 9/11/2018
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Name & Title of Permittee Responsible Official Frank Burt, Commission Chairman	Signature <i>[Signature]</i>	Date 10/23/2018
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ADEM NPDES CONSTRUCTION STORMWATER INSPECTION REPORT AND BMP CERTIFICATION

RESPOND WITH "N/A" AS APPROPRIATE. FORMS WITH INCOMPLETE OR INCORRECT ANSWERS, OR MISSING SIGNATURES WILL BE RETURNED AND MAY RESULT IN APPROPRIATE COMPLIANCE ACTION BY THE DEPARTMENT. IF SPACE IS INSUFFICIENT, CONTINUE ON AN ATTACHED SHEET(S) AS NECESSARY. PLEASE TYPE OR PRINT IN INK.

Item I.

Permittee Name: Baldwin County Commission	Facility/Site Name: Old Brady Road Pit
Permit Number: ALR6850034	County: Baldwin
Facility Entrance Latitude & Longitude: 30.39'3.431 N 87.39'27.786 W	Phone Number: 251-937-0371
Facility Street Address or Location Description: From I-10 take Loxley exit south. Head south on Hwy 59 for approx 1.3 mi, turn east onto CR 68. Approx. 5.8 mi then north on CR 68 and approx. 1 mile. Turn north on Old Brady Rd and site is approx. .20 mi on west side of road.	

Item II.

List name of current ultimate receiving water(s) (indicate if through MS4) and the number of disturbed acres which drains through each treatment system or BMP: Add additional sheet(s) if necessary.			
Receiving Water	Disturbed Acres	Discharge Point #	Representative Outfall
Styx River	10		<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO

Item III.

1. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Did discharges of sediment or other pollutants occur from the site? If "Yes", please list a description of the discharge(s) and their location(s):
2. <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Were BMPs properly implemented and maintained at the time of inspection? If "No", please provide location(s) and descriptions of BMPs that need maintenance:
3. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Are BMPs needed in addition to those already present onsite at the time of inspection? If "Yes" please provide a description and location of additional BMPs that are needed:
4. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Have any BMPs failed to operate as designed? If "Yes", please provide location(s) and description of BMP(s) that failed:
5. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Were there BMPs required by the CBMPP that were not installed or installed in a manner not consistent with the CBMPP? If "Yes", please provide a description and location where the BMPs were not installed or installed incorrectly:

Item IV.

The Permittee shall conduct turbidity monitoring in accordance with Part V of the permit:	
1.	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Is this facility a Priority Construction Site?
2.	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Has the facility disturbed greater than 10 acres?
3.	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Was the site discharging at the time of inspection?
4.	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Samples collected, if "Yes", sampling data must be attached.

Weather Conditions: .75" RAINFALL ON SEPTEMBER 11, 2018			
Discharge Point #	Date, Time, and Location of Samples Collected	Sample Results	Analytical Method(s)

“Based upon the inspection of (date & time) 9-12-18 7:00 AM conducted by the QCP, QCI, or a qualified person (list: Carl Campbell, B. Burt) under the direct supervision of the QCP identified below. The QCI or QCP identified below certifies that effective structural and non-structural BMPs have been fully implemented and regularly maintained to the maximum extent practicable for the prevention and minimization of all sources of pollution in stormwater and authorized related process wastewater runoff, **except for those deficiencies noted above**, in accordance with the facility’s CBMPP, good sediment, erosion, and other pollution control practices, and the requirements of the permit. I certify that discharges have been tested or evaluated for the presence of non-stormwater and non-authorized process wastewaters. I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I certify that this form has not been altered, and if copied or reproduced, is consistent in format and identical in content to the ADEM approved form. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations.”

Name & Designation of QCI or QCP Paul Penry, Area 200 Supervisor	Signature <i>Paul Penry</i>	Date 9/12/2018
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Name & Title of Permittee Responsible Official Frank Burt, Commission Chairman	Signature <i>Frank Burt</i>	Date 10/23/18
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ADEM NPDES CONSTRUCTION STORMWATER INSPECTION REPORT AND BMP CERTIFICATION

RESPOND WITH "N/A" AS APPROPRIATE. FORMS WITH INCOMPLETE OR INCORRECT ANSWERS, OR MISSING SIGNATURES WILL BE RETURNED AND MAY RESULT IN APPROPRIATE COMPLIANCE ACTION BY THE DEPARTMENT. IF SPACE IS INSUFFICIENT, CONTINUE ON AN ATTACHED SHEET(S) AS NECESSARY. PLEASE TYPE OR PRINT IN INK.

Item I.

Permittee Name: Baldwin County Commission	Facility/Site Name: Old Brady Road Pit
Permit Number: ALR6850034	County: Baldwin
Facility Entrance Latitude & Longitude: 30.39'3.431 N 87.39'27.786 W	Phone Number: 251-937-0371
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Item II.

List name of current ultimate receiving water(s) (indicate if through MS4) and the number of disturbed acres which drains through each treatment system or BMP: Add additional sheet(s) if necessary.			
Receiving Water	Disturbed Acres	Discharge Point #	Representative Outfall
Styx River	10		<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO

Item III.

1. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Did discharges of sediment or other pollutants occur from the site? If "Yes", please list a description of the discharge(s) and their location(s):
2. <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Were BMPs properly implemented and maintained at the time of inspection? If "No", please provide location(s) and descriptions of BMPs that need maintenance:
3. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Are BMPs needed in addition to those already present onsite at the time of inspection? If "Yes" please provide a description and location of additional BMPs that are needed:
4. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Have any BMPs failed to operate as designed? If "Yes", please provide location(s) and description of BMP(s) that failed:
5. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Were there BMPs required by the CBMPP that were not installed or installed in a manner not consistent with the CBMPP? If "Yes", please provide a description and location where the BMPs were not installed or installed incorrectly:

Item IV.

The Permittee shall conduct turbidity monitoring in accordance with Part V of the permit:
1. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Is this facility a Priority Construction Site?
2. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Has the facility disturbed greater than 10 acres?
3. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Was the site discharging at the time of inspection?
4. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Samples collected, if "Yes", sampling data must be attached.

Weather Conditions: 1.25" RAINFALL ON SEPTEMBER 22, 2018			
Discharge Point #	Date, Time, and Location of Samples Collected	Sample Results	Analytical Method(s)

"Based upon the inspection of (date & time) 9-24-18 7:00 AM conducted by the QCP, QCI, or a qualified person (list: Paul Penry, Area 200 Supervisor) under the direct supervision of the QCP identified below. The QCI or QCP identified below certifies that effective structural and non-structural BMPs have been fully implemented and regularly maintained to the maximum extent practicable for the prevention and minimization of all sources of pollution in stormwater and authorized related process wastewater runoff, **except for those deficiencies noted above**, in accordance with the facility's CBMPP, good sediment, erosion, and other pollution control practices, and the requirements of the permit. I certify that discharges have been tested or evaluated for the presence of non-stormwater and non-authorized process wastewaters. I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I certify that this form has not been altered, and if copied or reproduced, is consistent in format and identical in content to the ADEM approved form. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations."

Name & Designation of QCI or QCP Paul Penry, Area 200 Supervisor	Signature 	Date 9/24/2018
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Name & Title of Permittee Responsible Official Frank Burt, Commission Chairman	Signature 	Date 9/23/2018
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ADEM NPDES CONSTRUCTION STORMWATER INSPECTION REPORT AND BMP CERTIFICATION

RESPOND WITH "N/A" AS APPROPRIATE. FORMS WITH INCOMPLETE OR INCORRECT ANSWERS, OR MISSING SIGNATURES WILL BE RETURNED AND MAY RESULT IN APPROPRIATE COMPLIANCE ACTION BY THE DEPARTMENT. IF SPACE IS INSUFFICIENT, CONTINUE ON AN ATTACHED SHEET(S) AS NECESSARY. PLEASE TYPE OR PRINT IN INK.

Item I.

Permittee Name: Baldwin County Commission	Facility/Site Name: Old Brady Road Pit
Permit Number: ALR6850034	County: Baldwin
Facility Entrance Latitude & Longitude: 30.39'3.431 N 87.39'27.786 W	Phone Number: 251-937-0371
Facility Street Address or Location Description: From I-10 take Loxley exit south. Head south on Hwy 59 for approx 1.3 mi, turn east onto CR 68. Approx. 5.8 mi then north on CR 68 and approx. 1 mile. Turn north on Old Brady Rd and site is approx. .20 mi on west side of road.	

Item II.

List name of current ultimate receiving water(s) (indicate if through MS4) and the number of disturbed acres which drains through each treatment system or BMP: Add additional sheet(s) if necessary.			
Receiving Water	Disturbed Acres	Discharge Point #	Representative Outfall
Styx River	10		<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO

Item III.

1. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Did discharges of sediment or other pollutants occur from the site? If "Yes", please list a description of the discharge(s) and their location(s):
2. <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Were BMPs properly implemented and maintained at the time of inspection? If "No", please provide location(s) and descriptions of BMPs that need maintenance:
3. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Are BMPs needed in addition to those already present onsite at the time of inspection? If "Yes" please provide a description and location of additional BMPs that are needed:
4. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Have any BMPs failed to operate as designed? If "Yes", please provide location(s) and description of BMP(s) that failed:
5. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Were there BMPs required by the CBMPP that were not installed or installed in a manner not consistent with the CBMPP? If "Yes", please provide a description and location where the BMPs were not installed or installed incorrectly:

Item IV.

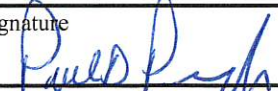

The Permittee shall conduct turbidity monitoring in accordance with Part V of the permit:	
1.	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Is this facility a Priority Construction Site?
2.	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Has the facility disturbed greater than 10 acres?
3.	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Was the site discharging at the time of inspection?
4.	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Samples collected, if "Yes", sampling data must be attached.

Item V.

Weather Conditions: 2.25" RAINFALL ON SEPTEMBER 24, 2018

Discharge Point #	Date, Time, and Location of Samples Collected	Sample Results	Analytical Method(s)

“Based upon the inspection of (date & time) 9-25-18 7:44 AM conducted by the QCP, QCI, or a qualified person (list: William Burt) under the direct supervision of the QCP identified below. The QCI or QCP identified below certifies that effective structural and non-structural BMPs have been fully implemented and regularly maintained to the maximum extent practicable for the prevention and minimization of all sources of pollution in stormwater and authorized related process wastewater runoff, **except for those deficiencies noted above**, in accordance with the facility’s CBMPP, good sediment, erosion, and other pollution control practices, and the requirements of the permit. I certify that discharges have been tested or evaluated for the presence of non-stormwater and non-authorized process wastewaters. I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I certify that this form has not been altered, and if copied or reproduced, is consistent in format and identical in content to the ADEM approved form. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations.”

Name & Designation of QCI or QCP Paul Penry, Area 200 Supervisor	Signature 	Date 9/25/2018
Name & Title of Permittee Responsible Official Frank Burt, Commission Chairman	Signature 	Date 10/23/2018

ADEM NPDES CONSTRUCTION STORMWATER INSPECTION REPORT AND BMP CERTIFICATION

RESPOND WITH "N/A" AS APPROPRIATE. FORMS WITH INCOMPLETE OR INCORRECT ANSWERS, OR MISSING SIGNATURES WILL BE RETURNED AND MAY RESULT IN APPROPRIATE COMPLIANCE ACTION BY THE DEPARTMENT. IF SPACE IS INSUFFICIENT, CONTINUE ON AN ATTACHED SHEET(S) AS NECESSARY. PLEASE TYPE OR PRINT IN INK.

Item I.

Permittee Name: Baldwin County Commission	Facility/Site Name: Old Brady Road Pit
Permit Number: ALR6850034	County: Baldwin
Facility Entrance Latitude & Longitude: 30.39'3.431 N 87.39'27.786 W	Phone Number: 251-937-0371
Facility Street Address or Location Description: From I-10 take Loxley exit south. Head south on Hwy 59 for approx 1.3 mi, turn east onto CR 68. Approx. 5.8 mi then north on CR 68 and approx. 1 mile. Turn north on Old Brady Rd and site is approx. .20 mi on west side of road.	

Item II.

List name of current ultimate receiving water(s) (indicate if through MS4) and the number of disturbed acres which drains through each treatment system or BMP: Add additional sheet(s) if necessary.			
Receiving Water	Disturbed Acres	Discharge Point #	Representative Outfall
Styx River	10		<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO

Item III.

1. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Did discharges of sediment or other pollutants occur from the site? If "Yes", please list a description of the discharge(s) and their location(s):
2. <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Were BMPs properly implemented and maintained at the time of inspection? If "No", please provide location(s) and descriptions of BMPs that need maintenance:
3. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Are BMPs needed in addition to those already present onsite at the time of inspection? If "Yes" please provide a description and location of additional BMPs that are needed:
4. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Have any BMPs failed to operate as designed? If "Yes", please provide location(s) and description of BMP(s) that failed:
5. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Were there BMPs required by the CBMPP that were not installed or installed in a manner not consistent with the CBMPP? If "Yes", please provide a description and location where the BMPs were not installed or installed incorrectly:

Item IV.


The Permittee shall conduct turbidity monitoring in accordance with Part V of the permit:
1. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Is this facility a Priority Construction Site?
2. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Has the facility disturbed greater than 10 acres?
3. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Was the site discharging at the time of inspection?
4. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Samples collected, if "Yes", sampling data must be attached.

Item V.

Weather Conditions: .75" RAINFALL ON SEPTEMBER 27, 2018

Discharge Point #	Date, Time, and Location of Samples Collected	Sample Results	Analytical Method(s)

“Based upon the inspection of (date & time) 9-28-18 7:00 AM conducted by the QCP, QCI, or a qualified person (list: Wayne Byrd) under the direct supervision of the QCP identified below. The QCI or QCP identified below certifies that effective structural and non-structural BMPs have been fully implemented and regularly maintained to the maximum extent practicable for the prevention and minimization of all sources of pollution in stormwater and authorized related process wastewater runoff, **except for those deficiencies noted above**, in accordance with the facility’s CBMPP, good sediment, erosion, and other pollution control practices, and the requirements of the permit. I certify that discharges have been tested or evaluated for the presence of non-stormwater and non-authorized process wastewaters. I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I certify that this form has not been altered, and if copied or reproduced, is consistent in format and identical in content to the ADEM approved form. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations.”

Name & Designation of QCI or QCP Paul Penry, Area 200 Supervisor	Signature 	Date 9/28/2018
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Name & Title of Permittee Responsible Official Frank Burt, Commission Chairman	Signature 	Date 10/23/2018
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ADEM NPDES CONSTRUCTION STORMWATER INSPECTION REPORT AND BMP CERTIFICATION

RESPOND WITH "N/A" AS APPROPRIATE. FORMS WITH INCOMPLETE OR INCORRECT ANSWERS, OR MISSING SIGNATURES WILL BE RETURNED AND MAY RESULT IN APPROPRIATE COMPLIANCE ACTION BY THE DEPARTMENT. IF SPACE IS INSUFFICIENT, CONTINUE ON AN ATTACHED SHEET(S) AS NECESSARY. PLEASE TYPE OR PRINT IN INK.

Item I.

Permittee Name: Baldwin County Commission	Facility/Site Name: Old Brady Road Pit
Permit Number: ALR6850034	County: Baldwin
Facility Entrance Latitude & Longitude: 30.39'3.431 N 87.39'27.786 W	Phone Number: 251-937-0371
Facility Street Address or Location Description: From I-10 take Loxley exit south. Head south on Hwy 59 for approx 1.3 mi, turn east onto CR 68. Approx. 5.8 mi then north on CR 68 and approx. 1 mile. Turn north on Old Brady Rd and site is approx. .20 mi on west side of road.	

Item II.

List name of current ultimate receiving water(s) (indicate if through MS4) and the number of disturbed acres which drains through each treatment system or BMP: Add additional sheet(s) if necessary.			
Receiving Water	Disturbed Acres	Discharge Point #	Representative Outfall
Styx River	10		<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO

Item III.

1. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Did discharges of sediment or other pollutants occur from the site? If "Yes", please list a description of the discharge(s) and their location(s):
2. <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Were BMPs properly implemented and maintained at the time of inspection? If "No", please provide location(s) and descriptions of BMPs that need maintenance:
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5. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Were there BMPs required by the CBMPP that were not installed or installed in a manner not consistent with the CBMPP? If "Yes", please provide a description and location where the BMPs were not installed or installed incorrectly:

Item IV.

The Permittee shall conduct turbidity monitoring in accordance with Part V of the permit:	
1.	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Is this facility a Priority Construction Site?
2.	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Has the facility disturbed greater than 10 acres?
3.	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Was the site discharging at the time of inspection?
4.	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Samples collected, if "Yes", sampling data must be attached.

Item V.

Weather Conditions: 1.25" RAINFALL ON SEPTEMBER 30, 2018			
Discharge Point #	Date, Time, and Location of Samples Collected	Sample Results	Analytical Method(s)

"Based upon the inspection of (date & time) 10-1-18 7:00 AM conducted by the QCP, QCI, or a qualified person (list: Wayne Byrd) under the direct supervision of the QCP identified below. The QCI or QCP identified below certifies that effective structural and non-structural BMPs have been fully implemented and regularly maintained to the maximum extent practicable for the prevention and minimization of all sources of pollution in stormwater and authorized related process wastewater runoff, **except for those deficiencies noted above**, in accordance with the facility's CBMPP, good sediment, erosion, and other pollution control practices, and the requirements of the permit. I certify that discharges have been tested or evaluated for the presence of non-stormwater and non-authorized process wastewaters. I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I certify that this form has not been altered, and if copied or reproduced, is consistent in format and identical in content to the ADEM approved form. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations."

Name & Designation of QCI or QCP Paul Penry, Area 200 Supervisor	Signature 	Date 10/1/2018
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Name & Title of Permittee Responsible Official Frank Burt, Commission Chairman	Signature 	Date 10/23/2018
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Baldwin County Commission

Agenda Action Form

File #: 19-0520, **Version:** 1

Item #: BN2

Meeting Type: BCC Regular Meeting

Meeting Date: 1/15/2019

Item Status: New

From: Joey Nunnally, P.E., County Engineer

Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE

Alabama Forestry Commission - Contract for Prescribed Burn at Mega-site

STAFF RECOMMENDATION

Approve a contract with the Alabama Forestry Commission (AFC) for a prescribed burn of approximately 716 acres at the Baldwin County Mega-Site for a total cost not to exceed \$12,835.00.

BACKGROUND INFORMATION

Previous Commission action/date: 10/07/2014; 01/17/2017

Background:

January 17, 2017 - The Commission approved a contract with the Alabama Forestry Commission (AFC) for a prescribed burn of approximately 716 acres at the Baldwin County Mega-site for an amount totaling \$12,850.00.

October 7, 2014 - The Commission authorized the Alabama Forestry Commission to perform a prescribed burn of approximately 716 acres at the Baldwin County Mega-site in an amount totaling \$12,850.00.

FINANCIAL IMPACT

Total cost of recommendation: \$12,835.00

Budget line item(s) to be used: 51984.5150

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?

No

Reviewed/approved by: N/A

Additional comments: Alabama Forestry Commission standard contract used for services.

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; Highway Department

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Administration Staff - have contract signed by Chairman. Highway Department will follow up with Alabama Forestry Commission regarding schedule of prescribed burn.

Contact:
Richard L. Fields
Alabama Forestry Commission
41261 State Highway 225
Bay Minette, Alabama 36507

Additional instructions/notes: N/A

**ALABAMA FORESTRY COMMISSION
CONTRACT FOR DIRECT FORESTRY SERVICES**

STATE OF ALABAMA

Baldwin COUNTY

This contract is made and entered into by and between the Alabama Forestry Commission (AFC) and Baldwin County Commission (Landowner).

Address: 312 Courthouse Square, Suite 12

City, State, Zip: Bay Minette, AL 36507

Phone Number: 251-580-2500

WITNESS THAT: The Landowner has requested the AFC to provide, and the AFC has agreed to provide, the Landowner with the direct forestry service(s) identified below subject to the following terms and conditions:

- | | | |
|---|--|---|
| <input checked="" type="checkbox"/> Prescribed Burn | <input checked="" type="checkbox"/> Construct Fire Lanes | <input type="checkbox"/> Control Treatment of Invasive Plants |
| <input type="checkbox"/> Construct Wildlife Opening | <input type="checkbox"/> Construct Water Diversions | <input type="checkbox"/> Drone Services |
| <input type="checkbox"/> Other | | |

SCOPE OF WORK (Provide very specific information about the work to be performed, such as: timeframe, acres, miles of fire lanes, estimated cost of services):

Prescribe Burn 716 acres of land commonly known as "The Megasite" as well as
construct firebreaks surrounding the perimeter. Total cost of project is not to exceed
\$12,835.00

THE LANDOWNER AGREES:

1. That it is the sole owner of said land to be treated, and it has full authority to enter into the agreement concerning this land;
2. For prescribed burning and dozer work, to render full payment to the AFC within fifteen (15) days of receiving an invoice for services performed as described in the "Scope of Work" section of this contract, subject to a minimum charge of four hundred dollars (\$400) for performing any amount of work pursuant to this contract;
3. For drone services, to render full payment to the AFC within fifteen (15) days of receiving an invoice for services performed as described in the "Scope of Work" section of this contract, subject to a minimum charge of one hundred fifty dollars (\$150) for performing any amount of work pursuant to this contract;
4. For the control treatment of invasive plants, to render full payment to the AFC within fifteen (15) days of receiving an invoice for services performed as described in the "Scope of Work" section of this contract. Refer to the "Scope of Work" section for pricing related to the specific services provided under this contract;
5. To carefully designate the area to be treated giving accurate boundary lines and/or specific location points to the AFC as needed;
6. To provide right of ingress and egress to the AFC crew and equipment along and over roads, routes, or passageways suitable for travel;
7. To grant permission for supplemental treatments, if needed, during consecutive years to effectively control and/or eradicate invasive plants (for invasive plants only);
8. The area or stand to be treated for invasive plant control cannot currently be enrolled in any cost-share program, including CRP (for invasive plants only);
9. To alert the AFC of improvements on the property (tree stands/shooting houses, outbuildings, vehicles/UTVs/ATVs, etc.);
10. It shall indemnify, protect, and hold harmless the AFC (its agents, employees, and cooperators) from any losses, costs, damages, injuries, or expenses incurred or sustained in connection with this contract; and
11. Its sole remedy for the settlement of any and all disputes arising under the terms of this contract shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

THE AFC AGREES:

1. To exercise proper caution and procedures in conducting the treatment;
2. When completed, to determine the treatment cost and invoice the Landowner for service(s) rendered, if applicable.

THE AFC AND THE LANDOWNER AGREE:

1. That the results of the treatment are not guaranteed;
2. That the AFC may change or elect not to perform the treatment scheduled, if in the AFC's opinion, the designated area appears to be in an unsuitable condition, or it is determined by the AFC the weather conditions are unsuitable or likely to cause a high danger risk;
3. That in no event shall the AFC (its agents, employees, or cooperators) be liable to the Landowner for destruction, damage, or injury to the land, premises, timber, structures, fences, or other fixtures on the land, or any contents therein, or any personal property thereon, which occurs as a result of this contract or the treatment made pursuant to said contract;
4. Contract may be terminated at any time by either party by giving thirty (30) days' notice of intent to terminate.

IN WITNESS WHEREOF, the parties hereto have this the _____ day of _____, _____, executed this contract.

LANDOWNER SIGNATURE

LANDOWNER PRINTED NAME

Richard L. Fields

AFC REPRESENTATIVE SIGNATURE

Richard L. Fields

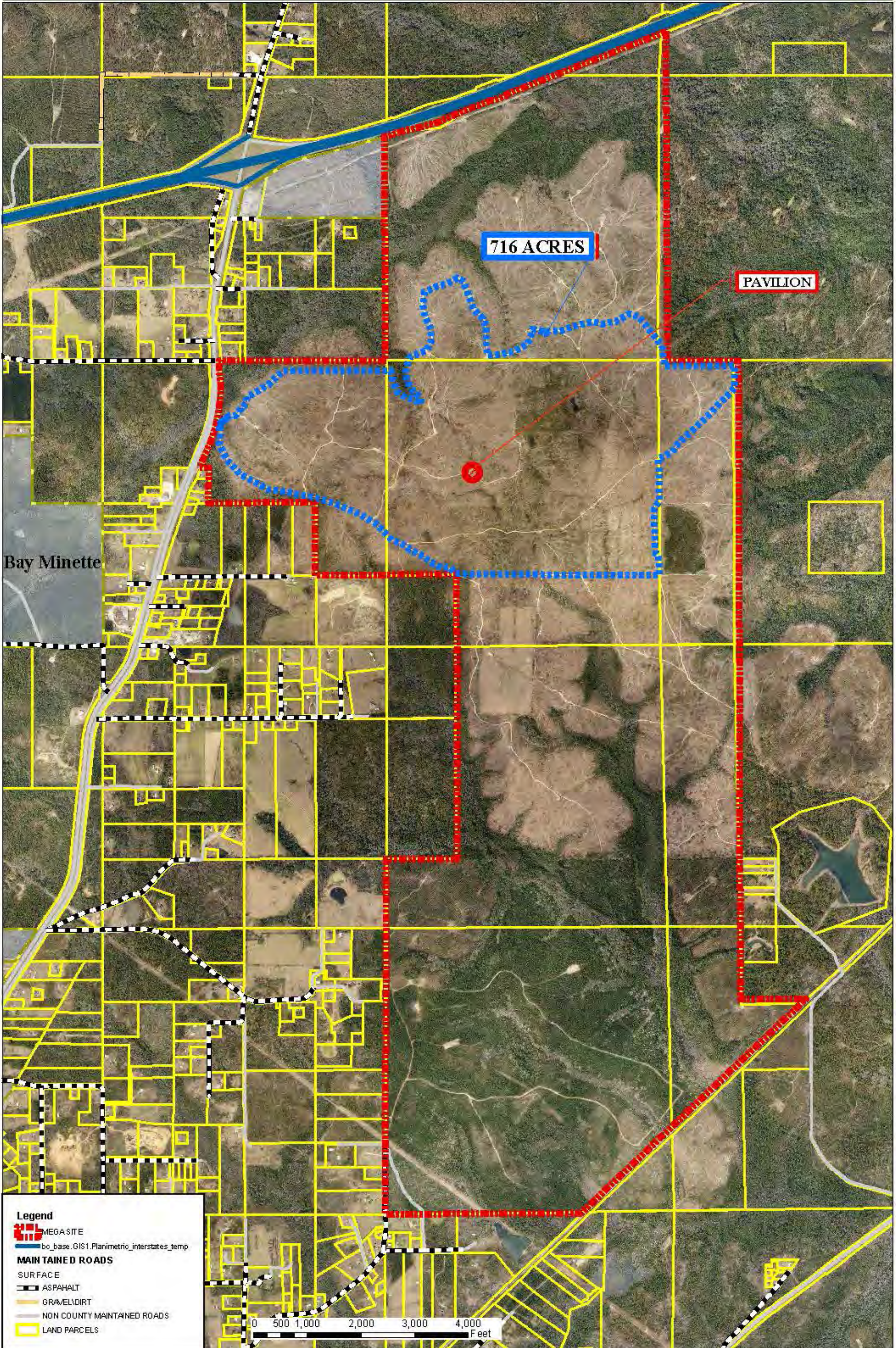
AFC REPRESENTATIVE PRINTED NAME

County Forester

AFC REPRESENTATIVE TITLE (PRINTED)



MEGA SITE - PROPOSED PRESCRIBED BURNING





Baldwin County Commission

Agenda Action Form

File #: 19-0517, **Version:** 1

Item #: BN3

Meeting Type: BCC Regular Meeting

Meeting Date: 1/15/2019

Item Status: New

From: Joey Nunnally, P.E., County Engineer

Submitted by: John Sedlack, Design Tech III

ITEM TITLE

Fiscal Year 2019 Resurfacing Projects - Request for Permission to Advertise Group 1

STAFF RECOMMENDATION

Take the following actions:

- 1) Authorize the Purchasing Director to place a competitive bid for Fiscal Year 2019 Resurfacing Projects, Group 1, as the design plans are completed; and
- 2) Authorize the Chairman to execute any project related documents.

Fiscal Year 2019 Resurfacing Projects, Group 1

(Project number, project description and budget amount):

0203019 - County Road 47 from US 31 to County Road 61 - \$ 112,603.00

0203119 - County Road 112 from County Road 64 to Phillippsville Road - \$ 1,229,064.00

0203219 - County Road 61 from County Road 47 to Coleman Road - \$ 52,690.00

0203319 - Peck Thompson Road from State Road 59 to End - \$ 22,832.00

0203419 - Brady Road Ext. from Pine Grove Road to Nicholsville Road - \$76,840.00

BACKGROUND INFORMATION

Previous Commission action/date: September 18, 2018 - The Commission adopted Resolution No. 2018-118 Budget.

Background: The Highway Department is requesting permission to place a competitive bid for Fiscal Year 2019 Resurfacing Projects, Group 1. The Design Project Manager will forward the advertisement to the Purchasing Director to place a competitive bid as specifications and design plans are completed.

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

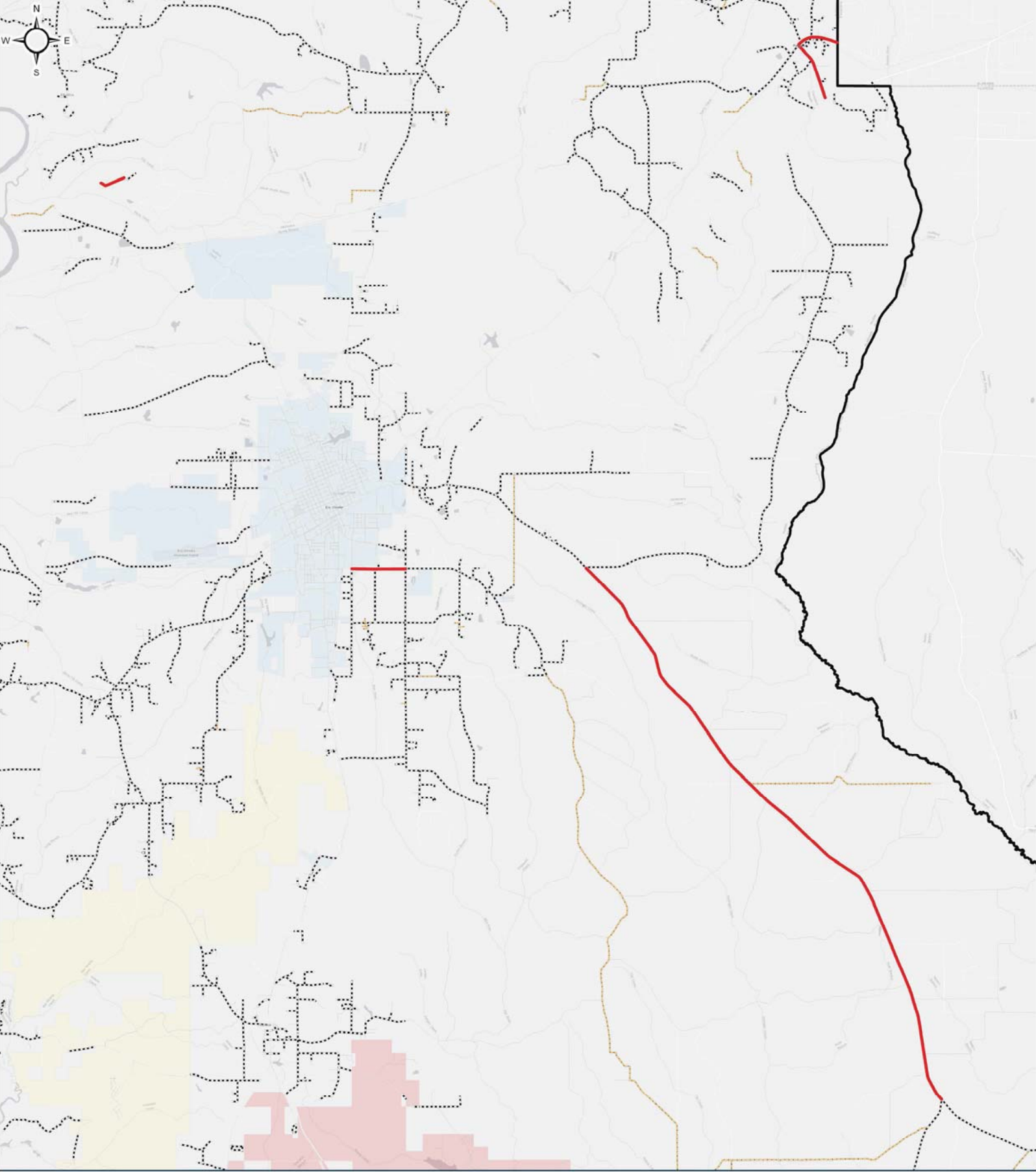
FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Wanda Gautney, John Sedlack

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Wanda Gautney, Purchasing Director, will advertise project as design plans are completed. Highway Department Staff, John Sedlack, will submit advertisement to Purchasing Director as design plans are completed.

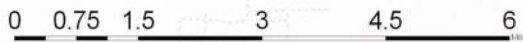
Additional instructions/notes: N/A



FY 19 Resurfacing Map

Group 2 Resurfacing

Baldwin County
Highway Department 2018



<https://www.maftrg300.com/maftrg300-reviews/5-common-misconceptions-about-maftrg-digital-maftrg/>



Baldwin County Commission

Agenda Action Form

File #: 19-0475, **Version:** 1

Item #: BN4

Meeting Type: BCC Regular Meeting

Meeting Date: 1/15/2019

Item Status: New

From: Joey Nunnally, P.E., County Engineer

Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE

Highway Area 300 - 2019 Freightliner M2 106 Truck - Specification Change

STAFF RECOMMENDATION

Approve the request from the County Engineer to change the specifications for the purchase of a 2019 Freightliner M2 106 Truck (approved for Fiscal Year 2019) from a single cab to a 4-door crew cab for an additional cost of \$6,303.00 from Budget Line Item: 53113.5560.

BACKGROUND INFORMATION

Previous Commission action/date: September 18, 2018

Background: The purchase of a 2019 Freightliner M2 106 single cab truck for Area 300 was approved during the September 18, 2018 Commission meeting as part of the FY 2019 Budget. The budget allocated \$96,993 for the purchase. The single cab costs \$96,600, and a crew cab costs \$102,903. A 4-door crew cab is needed.

FINANCIAL IMPACT

Total cost of recommendation: \$6,303.00

Budget line item(s) to be used: 53113.5560

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: Wanda Gautney, Purchasing Director; Eric Scott, Highway Department

**Action required (list contact persons/addresses if documents are to be mailed or emailed):
Eric Scott will follow up with Wanda Gautney to purchase truck.**

Additional instructions/notes: N/A



1/2/2019

**Baldwin County Highway
22300 West Blvd
Silverhill, AL 36576**

Dear Eric:

We, *Empire Truck Sales, LLC*, appreciate the opportunity to quote you on your new truck equipment needs. We are pleased to present you with the following quote and specifications.

(1)-2019 4 Door Crew Cab Freightliner M2 106 \$102,903.00 Total Price

**With 10FT Bed Dump Body
Rear Hitch Plate 20 Pintle , D rings , Glad Hands**

Price Includes: D.O.T. Inspection, Title, and delivery to Silverhill, AL

This bid has been approved through NJPA and will be submitted per your request

Once again, we sincerely appreciate your interest in Freightliner trucks and Empire Truck Sales, LLC., and we look forward to assisting you with all aspects of your new truck equipment needs. If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,
Empire Truck Sales, LLC.

Danny McHenry
Sales Representative



PURCHASE ORDER

Billing:
Baldwin County Commission
Attn: Finance-Accounts Payable
312 Courthouse Square Suite 11
Bay Minette, AL 36507

P. O. Number. 173538 OP
P. O. Print Date 10/16/2018
Department 53113
Vendor 62623

Note: Immediately upon shipment, invoice showing our purchase order number and department.

VENDOR: **EMPIRE TRUCK SALES INC**
PO BOX 54325
JACKSON MS 39288-4325

SHIP TO: **BALDWIN COUNTY HIGHWAY DEPARTMENT**
SILVERHILL LOCATION
22220 WEST BLVD.
SILVERHILL AL 36576

****NOTE: ALL ORDERS MUST HAVE A PACKING OR RECEIVING SLIP INCLUDED IN THE BOX AT TIME OF DELIVERY.**

BID REFERENCE NO.	BUYER	PAYMENT TERMS	TRANSACTION DATE	REQUISITION DATE
SOURCEWELL081716NAF	SCOTT, ERIC MCDOWELL	Net 30 Days	10/15/2018	10/11/2018

LINE	ACCOUNT NO.	ITEM/DESCRIPTION	QTY	U/M	UNIT PRICE	LINE TOTAL
1.000	53113.5550	2019 FREIGHTLINER M2 106 W/10' BED DUMP BODY REAR HITCH PLATE 20 PINTLE, D RINGS, GLAD HANDS	1	EA	96,600.00	96,600.00

SUBTOTAL	96,600.00
SALES TAX	EXEMPT
TOTAL	96,600.00

** NOTE: ** Authorized by the Chairman & Purchasing Division Commissioner in accordance to Section 8 of Act No. 239 (1931).
ACCEPTANCE AND MODIFICATION OF AGREEMENT: This Purchase Order (P.O.) becomes a binding contract, subject to the terms and conditions hereof, when accepted by delivery of acknowledgement to Purchaser or by delivery of materials in whole or in part.
All purchases FOB Destination unless noted otherwise in the body of the Purchase Order.

Federal Tax Exemption
Certificate No. 63-6001408

Baldwin County Purchasing Department 312 Courthouse Square/Suite 15
Bay Minette, AL 36507

Phone: 251-937-0336
Fax: 251-937-0288



10/11/2018

**Baldwin County Highway
22300 West Blvd
Silverhill, AL 36576**

Dear Eric:

We, *Empire Truck Sales, LLC*, appreciate the opportunity to quote you on your new truck equipment needs. We are pleased to present you with the following quote and specifications.

**(1)-2019 Freightliner M2 106 96,600.00 Total Price
With 10FT Bed Dump Body
Rear Hitch Plate 20 Pintle , D rings , Glad Hands**

Price Includes: D.O.T. Inspection, Title, and delivery to Silverhill, AL

This bid has been approved through NJPA and will be submitted per your request

Once again, we sincerely appreciate your interest in Freightliner trucks and Empire Truck Sales, LLC., and we look forward to assisting you with all aspects of your new truck equipment needs. If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,
Empire Truck Sales, LLC.

Danny McHenry
Sales Representative



Baldwin County Commission

Agenda Action Form

File #: 19-0516, **Version:** 1

Item #: BN5

Meeting Type: BCC Regular Meeting

Meeting Date: 1/15/2019

Item Status: New

From: Joey Nunnally, P.E., County Engineer

Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE

J.M. Wood Auction Company, Inc. - Equipment Auction List

STAFF RECOMMENDATION

Approve the sale by auction of the attached list of Highway Department equipment at the J.M. Wood Auction facility in Montgomery, Alabama, on March 13-16, 2019.

BACKGROUND INFORMATION

Previous Commission action/date: 01/17/2017; 01/16/2018

Background:

January 17, 2017 - The Commission approved an Auction Sales Agreement between J.M. Wood Auction Company, Inc., and Baldwin County, which is applicable to all departments of the Commission, with all future auction inventory lists being brought to the Commission for approval. (This agreement became effective February 20, 2017 and will terminate twelve (12) months from its effective date with an automatic renewal for an additional two (2) years, in one (1) year increments, unless cancelled by either party with a 30-day written notice prior to contract renewal.) The Commission also approved the sale by auction of Highway Department equipment at the J.M. Wood Auction facility in Montgomery, Alabama, on March 14-17, 2017.

January 16, 2018 - The Commission approved the sale by auction of Highway Department equipment at the J.M. Wood Auction facility in Montgomery, Alabama, on March 13-16, 2018.

There is a \$270,250.00 Gross Guarantee for the Highway Department auction equipment for the March 13-16, 2019 auction. Per the contract, there will be a 6% commission deducted from the proceeds.

FINANCIAL IMPACT

Total cost of recommendation: Highway Department Estimated Gross Proceeds (\$270,250.00)

Budget line item(s) to be used: 111.61200

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; Highway Department (Eric Scott)

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Administration Staff have two (2) equipment lists executed by the Chairman. Eric Scott, Highway Department, will handle follow up activity for equipment auction.

Contact:

J.M. Wood Auction Company, Inc.
3475 Ashley Road
Montgomery, Alabama 36108

Additional instructions/notes: N/A

BALDWIN COUNTY INVENTORY

January 2, 2019
EXHIBIT "A"

WHEELED EXCAVATORS

2008 CAT M322D WHEELED EXCAVATOR, S/N W2S00286

10' stick, bucket, auxiliary hydraulics, blade, outriggers, ECAB w/ AC, 11.0-20 tires, 4093 hours, EQPT # 286

*clean-up

*rusted on hood and side shields-sell as/is

Repairs that must be done

*replace front light covers on cab and engine compartment

*remove cutter and replace bucket on machine

*repair/replace windshield

2012 GRADALL XL4100 IV WHEELED EXCAVATOR, S/N 4100000502

Mercedes diesel engine, Allison automatic transmission, 60" cleanout bucket, 11R24.5 rear tires, 425/65R22.5 front tires, 7620 hours, #00502

*clean-up

MINI EXCAVATORS

2011 CAT 305.5D MINI EXCAVATOR, S/N FLZ00415

9' stick, 24" bucket, hydraulic thumb, auxiliary hydraulics, blade, ECAB w/ AC, 1996 hours, #415

*clean-up

Repairs that must be done

*replace pin on thumb

*repair/replace bends in hood

2008 BOBCAT 435HG MINI EXCAVATOR, S/N AACD11097

7' stick, bucket, Fast Track, auxiliary hydraulics, blade, canopy, 3215 hours, #11097

*clean-up

FARM TRACTORS

2013 JOHN DEERE 6125M FARM TRACTOR, S/N 784619

125 HP, MFWD, 3PTH, PTO, (3) hydraulic remotes, ECAB w/ AC, 3213 hours, #84619

*clean-up

Repairs that must be done

*repair/replace left step

2003 KUBOTA B2710 FARM TRACTOR, S/N 53404

4X4, Hystat, 3PTH, PTO, Kubota LA402 loader attachment, 1505 hours, #53404

*clean-up

ROLLERS

2001 DYNAPAC CC122 ROLLER, S/N 60115739

Tandem, roll bar, 1207 hours, #15739

*clean-up

Repairs that must be done

*repair/replace water system

*repair/replace missing wicker pads

2005 CAT CB214E ROLLER, S/N 21400408

Tandem, roll bar, 1255 hours, #408

*clean-up

MAULDIN 3000 TANDEM ROLLER, S/N 02811

28" front roller, 35" rear roller, Kubota diesel engine, tow package, N/A hours, #2811

*clean-up, #3000

MAULDIN 3000 TANDEM ROLLER, S/N 02810

28" front roller, 35" rear roller, Kubota diesel engine, tow package, 120 hours, #2810

*clean-up

2003 INGERSOLL-RAND DD90 HF ROLLER, S/N 172567

Tandem, 66" smooth drum, canopy, 4149 hours, #72567

*clean-up

Repairs that must be done

*replace seat

2007 INGERSOLL-RAND DD-90HF ROLLER, S/N 189985

Tandem, 66" smooth drum, canopy, 3049 hours, #89985

*recurring maintenance issues

*clean-up

DUMP BODY- 3 CUYDS

2008 FORD F450 DUMP TRUCK, VIN 1FDXW46RX8EC30990

Crew cab, Powerstroke diesel engine, A/T, 9' body, 138,774 miles, EQPT # NA

*bad engine

*clean-up

2010 FORD F450 DUMP TRUCK, S/N 1FDAW4GY1AEA89809

Crew cab, Powerstroke diesel engine, A/T, 9' body, 154,693 miles, EQPT # 89809

*bad engine

*clean-up

GRAPPLE TRUCKS

2004 STERLING LT9500 ROLLOFF/GRAPPLE TRUCK, VIN 2FZHAZCV74AM55601

Diesel engine, Allison automatic transmission, 46K rears, 18,740K front, grapple body mounted on roll-off frame, 315/80R22.5 tires, 290,070 miles, #55601

*very rough truck

*clean-up

FLATBED TRUCKS

2012 FORD F350 CREW CAB FLATBED TRUCK, VIN 1FD8W3GTOCEB24095

Crew cab, 6.7L Powerstroke diesel engine, A/T, 106,656 miles, #24095

*bent left door and front quarter panel

*clean-up

Repairs that must be done

*repair/replace seat

2012 FORD F750 CREW CAB FLATBED, VIN 3FRXW7FL2BV145447

S/A, crew cab, Cummins diesel engine, Allison A/T, 11R22.5 tires, miles, #45447

*particulate filter stopped up (WILL NOT RUN)

*new rebuilt transmission

2012 FORD F450 CREW CAB FLATBED TRUCK, VIN 1FD0W4GT9CEB08898

Crew cab, 6.7L Powerstroke diesel engine, A/T, 89,292 miles, #08898

*clean-up

2008 FORD F450 CREW CAB FLATBED, VIN 1FD0W4GT7CEB08897

S/A, crew cab, Powerstroke diesel engine, A/T, 11R22.5 tires, 106,234 miles, #08897

*BAD ENGINE

MISCELLANEOUS

2003 FINN B70T STRAW BLOWER, S/N SM-2867

Mounted on single-axle trailer with pintle hitch, 299 hours, #2867

*clean-up

2003 FINN T-90-T-II HYDRO SEEDER, S/N SQA-2841

Mounted on T/A trailer with pintle hitch, #2841

*clean-up

2009 KUBOTA ZD223 MOWER, S/N 30666

1549 hours, EQPT # NA

*clean-up

2007 KUBOTA ZD223 MOWER, S/N NA

1845 hours, EQPT # NA

*clean-up

2004 SCAG TURF TIGER MOWER, S/N D9900122

2568 hours, EQPT # NA

*clean-up

Auction Date: March 2019

Auction Location: Montgomery, Alabama

Gross Financial Guarantee: Baldwin County Exhibit "A" Inventory: **\$270,250.00**

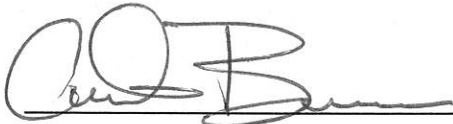
Commission: 6% per auction agreement

ATTENTION: All repairs must be performed on the equipment as set forth in this report. If any of the above listed repairs are not performed or minimum requirements not met J.M. Wood Auction Co., Inc will have the repairs completed and deducted from seller's proceeds. ALL EQUIPMENT MUST BE IN THE SAME OR BETTER WORKING CONDITION, AS WHEN THIS CONDITION REPORT/APPRaisal WAS DONE. Should any of the foregoing conditions not be met, the equipment will be subject to reappraisal and/or reevaluation by an agent of J.M. Wood Auction Company, Inc.

"We Turn Equipment Into Cash"

Baldwin County Commission

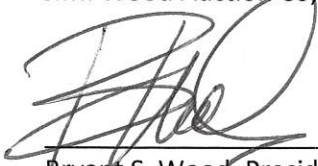
Date



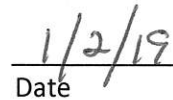
Curt Brown, Territory Manager, Governmental
J.M. Wood Auction Co, Inc.



Date



Bryant S. Wood, President
J.M. Wood Auction Co, Inc.



Date

THIS DOCUMENT IS CONFIDENTIAL; IT CONTAINS PROPRIETARY INFORMATION THAT IS INTENDED ONLY FOR USE BY AUTHORIZED J.M. WOOD AUCTION CO., INC. REPRESENTATIVES AND AUCTIONEERS. THIS DOCUMENT MAY NOT BE COPIED OR SHARED WITH ANY PARTY OTHER THAN J.M. WOOD AUCTION CO., INC. UNAUTHORIZED USE IS STRICTLY PROHIBITED.





JMWOOD
AUCTION COMPANY, INC.
THE EQUIPMENT AUCTIONEERS
3475 ASHLEY ROAD, MONTGOMERY, ALABAMA 36108
AUCTION SALES AGREEMENT

January 6, 2017

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

RE: Auction Agreement

Dear Commissioner;

We want to thank you for allowing **J.M. WOOD AUCTION COMPANY, INC.** the opportunity of submitting a proposal on the auction of your surplus equipment. We believe our method and services as an Auction Company are necessary for you to achieve the profitable and professional disposal you expect. The following is a breakdown of services provided with this Auction Agreement.

- ❖ **Auction Locations and Date:** Our permanent all-weather auction facilities are in Montgomery, Alabama and Columbia, South Carolina. We also host auctions at other locations periodically throughout the year. Auction dates will be referenced and agreed upon by Baldwin County on the inventory sheet delivered to Baldwin County before each auction.
- ❖ **Traditional Auction Marketing:** J.M. Wood Auction will promote and feature your equipment in our full color auction magazine. A personalized mailing list will be selected from our database of over 100,000 domestic and international buyers. We will select potential buyers to market to by targeting recent buying patterns, trending industries, and regional activity. Your auction will be promoted in numerous industry specific trade magazines as well as in over (300) newspapers reaching a broad range of potential buyers.
- ❖ **Online Auction Marketing:** Our team will go to work immediately posting your inventory with multiple photos and inspections on JMWood.com. Our website is an essential tool in reaching thousands of buyers who visit our site daily. Your inventory will also be posted on numerous worldwide industry related sites in front of millions of buyers searching for equipment for their operations in countries across the globe. Your equipment will also be featured in J.M. Wood Auction's award winning social media marketing campaign consisting of outlets such as Face book, Twitter, YouTube and more. Both Facebook and Constant Contact have recognized J.M. Wood Auction as one of their annual top performing marketing companies.

- ❖ **Auction Delivery, Pre-Auction Services and Set Up:** We encourage you to schedule delivery of your equipment to the auction facility as soon as possible. This allows adequate time for pre-auction services such as detailed inspection reports, photography, video, clean-up, and repairs. J.M. Wood Auction will provide the seller with a detailed report on any repairs and clean-up deemed necessary to make the equipment bring the maximum dollar. No repairs will be made without prior consent from seller. J.M Wood Auction will coordinate an on-site detailed clean-up service on the equipment listed on the sellers (Exhibit "A"). J.M. Wood Auction will have representatives aggressively marketing your equipment and answering questions from prospective buyers prior to the auction.

- ❖ **Auction Day:** With over 40 years in the auction business, it is in our blood. We live for auction day and it is exciting! When you arrive at one of our world class drive through auction facilities you will find a team of professionals that know and love their job. A detailed auction catalog with lot numbers will be presented to all the pre-approved buyers on hand. The equipment will be paraded past the auction theatre full of attendees and broadcast live on the internet as well. We will furnish all personnel to conduct the auction, collect proceeds, and assist in load-out.

- ❖ **Online Auction Bidding:** JMWoodLive.com is our exclusive proprietary online bidding service. Since its inception, we have registered tens of thousands of pre-approved national and international buyers. Multiple photos of the exterior, interior and components of every item will be posted for online buyers. In addition, we provide detailed inspection services on any equipment the prospective buyer may need.

- ❖ **Buyer Services:** Prior to the auction, J.M. Wood Auction provides the buyer with detailed inspection services, financing options and logistical estimates. After the auction, we will coordinate logistics as well as dismantle and containerize equipment headed to the port.

- ❖ **Post Auction and Payment Terms:** J.M. Wood Auction will furnish a computerized statement of each item sold. We will issue seller a check for full settlement within 8 banking days after the date of auction. Any service fees incurred such as clean-up or repairs will be deducted from seller's net proceeds.

- ❖ **Liens and Encumbrances:** Auctioneer acts as Sellers agent. Seller guarantees they are sole owner of items being sold and states that items are free of all mortgages liens and encumbrances. Seller agrees to disclose all specific liens, blanket liens, mortgages, taxes, encumbrances or claims of any sort and states they are not connected to claim by Bankrupt Court or IRS. In the event, such claim should exist Seller agrees to pay all legal expense incurred by Auctioneer to protect and defend clear title. Seller hereby authorizes J.M. Wood Auction Co., Inc. (hereby known as Auctioneer) at the absolute discretion of Auctioneer to carry out title searches in respect of the equipment at the expense of Seller, but in no case, shall Auctioneer have a duty to conduct, nor be responsible for the results of any such title search. In event of encumbrances, payment will be made jointly to Seller and Lien holder. If proceeds do not exceed encumbrance, Seller is responsible for balance remaining to lien holder to ensure clear title. Brenda S. Wood has power of attorney to sign for, receive, transfer or negotiate titles and bill of sales on auction items. Seller agrees to deliver bill of sales, tag receipts and current transferable titles or necessary documents to Auctioneer. Seller understands Auctioneer will not make payment until such document have been delivered.

Auction Agreement

- This is a contract beginning February 20, 2017 and continuing until February 19, 2018 at that time the contract will automatically renew for an additional two years (in one year increments) unless cancelled by either party with a 30-day written notice prior to contract renewal. J.M. Wood Auction will give a financial guarantee on any item requested by Baldwin County. A straight commission rate of **6% Absolute** will be charged to gross sales of items consigned by Baldwin County. Auctioneer will pay for all freight charges for the movement of the equipment to any of our auction sites.

We would like to thank you for allowing **J.M. WOOD AUCTION COMPANY, INC.** to present this proposal to you and we look forward to conducting your auction.

“WE TURN EQUIPMENT INTO CASH!!”

Date: 1/17/17

Baldwin County Representative: T. G. L. S. J.

Date: 1/6/17

J.M. Wood Auction Representative: [Signature]





Baldwin County Commission

Agenda Action Form

File #: 19-0518, **Version:** 1

Item #: BN6

Meeting Type: BCC Regular Meeting

Meeting Date: 1/15/2019

Item Status: New

From: Joey Nunnally, P.E., County Engineer

Submitted by: Audra E. Mize, Operations Support Specialist II

ITEM TITLE

Stapleton Elementary School - Request to Construct and Pave Parking Lot

STAFF RECOMMENDATION

Approve the Highway Department to construct and pave a parking lot for the Stapleton Elementary School on property owned by the Stapleton Methodist Church. The Baldwin County Board of Education will furnish all materials for the project and the County will donate labor and equipment.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Stapleton Elementary School is requesting assistance from the Highway Department to construct and pave a parking lot located on Stapleton Methodist Church property. The Board of Education has an Easement/Use Agreement in place with the Methodist Church who owns the property.

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: Kevin Carroll - Area 100 Highway, Cian Harrison - Highway Accounting, Pete Peterson - Traffic Operations

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

Additional instructions/notes: Area 100 schedule the project.

Contact:
Baldwin County Board of Education
Attn: Eddie Tyler, M. Ed.
2600 North Hand Avenue
Bay Minette, Alabama 36507



BALDWIN COUNTY PUBLIC SCHOOLS

EDDIE TYLER, M.Ed.
Superintendent

December 4, 2018

Board of Education

MIKE JOHNSON
District 1

ANDREA LINDSEY
District 2

TONY MYRICK
District 3

JANAY DAWSON
District 4

NORMA LYNCH
District 5

CECIL CHRISTENBERRY
District 6

SHANNON CAULEY
District 7

Mr. Charles F. Gruber, Chairman
Baldwin County Commission
312 Courthouse Square
Suite 12
Bay Minette, AL 36507

Dear Mr. Gruber,

We have been in contact with Highway Department concerning work requested to be done at Baldwin County Board of Education's Stapleton Elementary School. The Board has an Easement/Use Agreement in place with the Methodist Church who owns the property that we would like to put a parking lot on. This would help the school tremendously due to limited parking on campus. Mr. Tom Waters has sent Mr. Joey Nunnally a copy of the easement. The County's Highway Department has provided estimates on equipment, labor, and materials. We would appreciate it if the commission will consider contributing the county's equipment and labor to come on site and do the work. The Board will pay for all material. The Department's estimate for equipment and labor to be \$21,735.60 and materials to be \$13,245.50..

If you need any further information, please contact Tom Waters, Business Operations and Purchasing Manager, via e-mail at twaters@bcbe.org or by phone at 251-580-1913. Thanks for all the commission does for the Baldwin County School System.

Sincerely,

Eddie Tyler
Superintendent
Baldwin County Board of Education

CC: John Wilson, CFO

Baldwin County Highway Department Estimate Sheet

DATE	5/11/2018	Area: 100			
REQUESTED BY:	Jim Perry - Principal	SPONSORED BY:	Length	Width	
LOCATION	Stapleton School-Church Parking Lot		140FT	80FT	
Scope of Work:	Grade,Drain,Base and Pave				
ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT COST	SUBTOTAL
1	EQUIPMENT				
	TRACKHOE	HOURS	20	\$ 264.50	\$ 5,290.00
	GRADER	HOURS	20	\$ 67.50	\$ 1,350.00
	DUMP TRUCK TRI-AXLE	HOURS	60	\$ 75.50	\$ 4,530.00
	LOADER	HOURS	20	\$ 104.00	\$ 2,080.00
	LOWBOY TRUCK/TRAILER	HOURS	8	\$ 71.60	\$ 572.80
2114	Paving Machine Weiler P385B	HOURS	10	\$ 135.00	\$ 1,350.00
73749	Pickup Ford F150	MILES	60	\$ 0.54	\$ 32.40
87212	Flat Bed Ford F450 Crew	HOURS	4	\$ 35.00	\$ 140.00
89985	Packer Ingersoll Rand DD-90HF	HOURS	4	\$ 26.00	\$ 104.00
3454	Truck Tractor w/trailer Mack CHU613	HOURS	4	\$ 71.60	\$ 286.40
	TOTAL				\$ 15,735.60
2	LABOR				
	MAN HOURS WITH EQUIPMENT	HOURS	210	\$ 30.00	\$ 6,300.00
	TOTAL				\$ 6,300.00
3	MATERIAL				
	BASE	YARDS	210	\$ 2.50	\$ 525.00
	LIMESTONE	TON	182	\$ 27.25	\$ 4,959.50
	SILT FENCE	KITS	2	\$ 280.50	\$ 561.00
	424A-341 3/4" ASPHALT @ 220 IBS (Bay Minette Plant)	TONS	150	\$ 48.00	\$ 7,200.00
	TOTAL			\$ -	\$ 13,245.50
	TOTAL COST ESTIMATE			\$ -	\$ 35,281.10

Stapleton

STATE OF ALABAMA

COUNTY OF BALDWIN

EASEMENT

KNOW ALL MEN BY THESE PRESENTS: The Stapleton Methodist Church (hereinafter referred to as the "Grantor"), for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration to it in hand paid by the Baldwin County Board of Education, an agency of the State of Alabama (hereinafter referred to as the "Grantee"), the receipt and sufficiency of which is hereby acknowledged, and the benefits accruing to Grantor as a result of the improvements to be made on and across the area subject to this license, does hereby grant, bargain, sell and convey unto the Grantee, an easement for the purposes set forth herein, on and across the property ("Easement Area") identified on Exhibit A attached hereto and incorporated herein by reference, being a portion of Parcel No. 28-09-32-0-000-074.000 as identified by the Baldwin County Revenue Commissioner.

The non-exclusive easement, rights and privileges herein granted shall be used for the purpose of constructing, installing, repairing, improving and maintaining a parking lot ("Parking Lot") on and across the Easement Area and using said Easement Area for the general parking needs of Grantee. Provided, however, the Easement Area shall not be used for parking or storage of buses. The easement granted herein shall be for an initial term ("Initial Term") of ten (10) years. In the event that written notice of cancellation is not provided by either Grantor or Grantee a minimum of sixty (60) days prior to the expiration of the Initial Term, the easement shall automatically renew for successive renewal terms of five (5) years each, until written notice of

cancellation is provided by either Grantor or Grantee a minimum of sixty (60) days prior to the expiration of the renewal term then in effect.

Notwithstanding any other provision contained herein to the contrary, Grantor shall have the right to schedule the exclusive use of the Parking Lot during the school day, provided that Grantor provides written notification to the principal of Stapleton Elementary School at least one (1) business day in advance. Said notice period shall consist of a minimum of 24-hours unless waived by Grantee.

The easement, rights, and privileges granted herein are non-exclusive. Provided however, that Grantor's non-scheduled use of the Easement Area shall not materially interfere with the use thereof by Grantee.

Grantee shall have the right, at Grantee's expense, to cut, fill and remove trees and shrubs located over, under, upon or across the above-described Easement Area in order to construct, install, reconstruct, maintain, repair, improve or remove such parking improvements.

Grantee agrees to hold Grantor harmless, from and against any claim or cause of action arising from Grantee's use of the Easement Area, and Grantee will at all times during the term of this Easement maintain, at its sole cost, general liability/errors and omissions coverage pursuant to its coverage agreement with the ATBE General Liability/Errors and Omissions Liability Fund.

The above rights and privileges reserved shall be perpetual and run with the land described unless expressly released by Grantee in writing.

This instrument shall be binding on, and shall inure to the benefit of, the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this instrument to be executed by the duly authorized representative of each on this the ____ day of August, 2018.

STATE OF ALABAMA

COUNTY OF BALDWIN

I, Elizabeth Louise Coe, a Notary Public, in and for said County in said State, hereby certify that EDDIE TYLER, whose name as Superintendent of the Baldwin County Board of Education, an Agency of the State of Alabama, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, in his capacity as such Superintendent executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 10th day of August, 2018.



Notary Public, Baldwin County, Alabama
My Commission Expires: May 13, 2019

GRANTOR'S ADDRESS:

GRANTEE'S ADDRESS:

2600 North Hand Avenue
Bay Minette, AL 36507

This instrument prepared by:

R. SCOTT LEWIS of

STONE CROSBY, P.C.
Attorneys at Law
126 Courthouse Square
Bay Minette, Alabama 36507
(251) 937-2417
54133Rwd

STAPLETON METHODIST CHURCH

By:

Charles Head

Its:

Trustee Chairman

BALDWIN COUNTY BOARD OF EDUCATION

By:

Eddie Tyler

EDDIE TYLER

Its: Superintendent

STATE OF ALABAMA

COUNTY OF BALDWIN

I, Elizabeth Louise Coe, a Notary Public, in and for said County in said State, hereby certify that Charles Head, whose name as Trustee Chairman of the STAPLETON METHODIST CHURCH, is signed to the foregoing instrument and who being known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she, as such officer and with full authority, executed the same voluntarily the day the same bears date.

Given under my hand and seal this 10th day of August, 2018.

Elizabeth Louise Coe
Notary Public, Baldwin County, Alabama

My Commission Expires: May 13, 2019 MY COMMISSION EXPIRES:

Maple 7077

Attachment H





Stapleton Elementary School - Parking Lot



- Legend**
- COUNTY ADDRESS POINT
 - ▬ ASPHALT
 - ▬ GRAVEL/DIRT



Baldwin County Commission

Agenda Action Form

File #: 19-0529, **Version:** 1

Item #: BN7

Meeting Type: BCC Regular Meeting

Meeting Date: 1/15/2019

Item Status: New

From: Joey Nunnally, P.E., County Engineer

Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE

Execution of IRS Form 8283 for a Donated Right-of-Way on Jerry Stewart Road between Splinter Hill Road and End of Maintenance - (Tract 1)

STAFF RECOMMENDATION

Take the following actions:

1. Accept 0.059 acres on Jerry Stewart Road between Splinter Hill Road and End of Maintenance (Tract 1) as a right-of-way donated to Baldwin County by Jerry C. Stewart and Helen R. Stewart on April 23, 2018 (Instrument No. 1692400 of Baldwin County Judge of Probate); and
2. Related to the aforesaid, authorize the Chairman to execute IRS Form 8283 for the donated right-of-way.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: On April 23, 2018, the Baldwin County Highway Department accepted a right-of-way donation on Jerry Stewart Road from Jerry C. Stewart and Helen R. Stewart.

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;
2. The County affirms that it will file an IRS information return should it dispose of the property within

two (2) years after the date of receipt; and

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

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration Staff

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Administration Staff have Chairman sign IRS Form 8283. Mail original to Jerry C. Stewart and Helen R. Stewart and send copy to Debra Morris.

Contact:
Jerry C. Stewart
Helen R. Stewart

56275 Splinter Hill Road
Perdido, Alabama 36562

Additional instructions/notes: N/A

Noncash Charitable Contributions

▶ **Attach to your tax return if you claimed a total deduction of over \$500 for all contributed property.**

▶ **Information about Form 8283 and its separate instructions is at www.irs.gov/form8283.**

OMB No. 1545-0908

Attachment Sequence No. **155**

Name(s) shown on your income tax return

Identifying number

Jerry C. Stewart and Helen R. Stewart

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

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

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

1	(a) Name and address of the donee organization	(b) If donated property is a vehicle (see instructions), check the box. Also enter the vehicle identification number (unless Form 1098-C is attached).	(c) Description of donated property (For a vehicle, enter the year, make, model, and mileage. For securities, enter the company name and the number of shares.)
A		<input type="checkbox"/>	
B		<input type="checkbox"/>	
C		<input type="checkbox"/>	
D		<input type="checkbox"/>	
E		<input type="checkbox"/>	

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

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

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

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

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

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

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

City or town, state, and ZIP code _____

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

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

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

Name(s) shown on your income tax return <u>Jerry C. Stewart and Helen R. Stewart</u>	Identifying number
---	--------------------

Section B. Donated Property Over \$5,000 (Except Publicly Traded Securities)—Complete this section for one item (or one group of similar items) for which you claimed a deduction of more than \$5,000 per item or group (except contributions of publicly traded securities reported in Section A). Provide a separate form for each property donated unless it is part of a group of similar items. An appraisal is generally required for property listed in Section B. See instructions.

Part I Information on Donated Property—To be completed by the taxpayer and/or the appraiser.

- 4** Check the box that describes the type of property donated:
- | | | | |
|---|---|---|---|
| a <input type="checkbox"/> Art* (contribution of \$20,000 or more) | d <input type="checkbox"/> Art* (contribution of less than \$20,000) | g <input type="checkbox"/> Collectibles** | j <input type="checkbox"/> Other |
| b <input type="checkbox"/> Qualified Conservation Contribution | e <input checked="" type="checkbox"/> Other Real Estate | h <input type="checkbox"/> Intellectual Property | |
| c <input type="checkbox"/> Equipment | f <input type="checkbox"/> Securities | i <input type="checkbox"/> Vehicles | |

*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.

	(a) Description of donated property (if you need more space, attach a separate statement)	(b) If tangible property was donated, give a brief summary of the overall physical condition of the property at the time of the gift	(c) Appraised fair market value
A	0.059 acres for County Road ROW	Very Good	
B			
C			
D			

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

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

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

Signature of taxpayer (donor) ► _____ Date ► _____

Part III Declaration of Appraiser

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

Also, I declare that I perform appraisals on a regular basis; and that because of my qualifications as described in the appraisal, I am qualified to make appraisals of the type of property being valued. I certify that the appraisal fees were not based on a percentage of the appraised property value. Furthermore, I understand that a false or fraudulent overstatement of the property value as described in the qualified appraisal or this Form 8283 may subject me to the penalty under section 6701(a) (aiding and abetting the understatement of tax liability). In addition, I understand that I may be subject to a penalty under section 6695A if I know, or reasonably should know, that my appraisal is to be used in connection with a return or claim for refund and a substantial or gross valuation misstatement results from my appraisal. I affirm that I have not been barred from presenting evidence or testimony by the Office of Professional Responsibility.

Sign Here | Signature ► _____ Title ► _____ Date ► _____

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

City or town, state, and ZIP code

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

This charitable organization acknowledges that it is a qualified organization under section 170(c) and that it received the donated property as described in Section B, Part I, above on the following date ► April 23, 2018

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

Does the organization intend to use the property for an unrelated use? ► Yes No

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

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

STATE OF ALABAMA)
COUNTY OF BALDWIN)

Jerry Stewart Road ^{TSD}
From Splinter Hill Rd to EOM ^{OK}
05-15-05-15-0-000-018.000
Tract No. 1

BALDWIN COUNTY, ALABAMA
TIM RUSSELL, PROBATE JUDGE
Filed/cert. 4/25/2018 1:16 PM
TOTAL \$ 0.00
6 Pages

1692400

**FEE SIMPLE
WARRANTY DEED**



KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of \$10.00 dollars, cash in hand paid to the undersigned by Baldwin County, Alabama, the receipt of which is hereby acknowledged, We, the undersigned Grantors, Jerry C. Stewart and Helen R. Stewart, husband and wife, have this day bargained and sold, and by these presents do hereby GRANT, BARGAIN, SELL and CONVEY unto Baldwin County the following described property:

A part of the Northeast Quarter of the Southwest Quarter of Section 15, Township 1 North, Range 4 East, identified as Tract Number 1 on the Jerry Stewart Road Project in Baldwin County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing at the Southeast corner of the Northeast Quarter of the Southwest Quarter of Section 15, Township 1 North, Range 4 East, in Baldwin County, Alabama;

Thence run westerly along the south line of said Northeast Quarter of the Southwest Quarter of Section 15, a distance of 330 feet, more or less, to a point (the grantor's southeast property corner);

Thence run northerly along the grantor's east property line a distance of 620 feet, more or less, to a point on the acquired RW line and the Point of Beginning of the property herein to be conveyed;

Thence run northwesterly along a curve to the right having a radius of 48.60 feet and along the acquired RW line a distance of 74 feet, more or less, to a point;

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

Thence run northwesterly along a curve to the left having a radius of 48.60 feet and along the acquired R/W line a distance of 32 feet, more or less, to a point;

Thence run northwesterly along the acquired R/W line a distance of 27 feet, more or less, to a point;

Thence run northerly along the acquired R/W line a distance of 12 feet, more or less, to a point;

Thence run northeasterly along a curve to the left having a radius of 46.80 feet and along the acquired R/W line a distance of 31 feet, more or less, to a point on the grantor's north property line;

Thence run easterly along the grantor's north property line a distance of 88 feet, more or less, to the grantor's northeast property corner;

Thence run southerly along the grantor's east property line a distance of 48 feet, more or less, to the Point of Beginning of the property herein conveyed and containing 0.082 acres, more or less. (*0.023 acres of the acquired right-of-way is prescriptive and owned by the Grantee and 0.059 acres is being acquired from Grantor).

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, its successors and assigns in fee simple forever.

AND FOR THE CONSIDERATION AFORESAID, We do for ourselves, for our heirs, executors administrators, successors, and assigns covenant to and with Baldwin County that we are lawfully seized and possessed in fee simple of said tract or parcel of land hereinabove described; that 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 advalorem taxes which attached on October 1, last past, and which is to be paid by the grantor; and that we will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

THE GRANTORS HEREIN FURTHER COVENANT AND AGREE, that the purchase price above-stated is in full compensation to them for this conveyance.

IN WITNESS WHEREOF, we have hereunto set our hand and seal this the 23 day of April, 2018.

Jerry C. Stewart
Jerry C. Stewart

Helen R. Stewart
Helen R. Stewart

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, Tammy B. Davis, a Notary Public, in and for said County in said State, hereby certify that Jerry C. Stewart and Helen R. Stewart, 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.

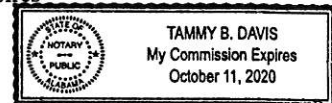
Given under my hand and official seal this 23 day of April, 2018.

Tammy B. Davis
NOTARY PUBLIC

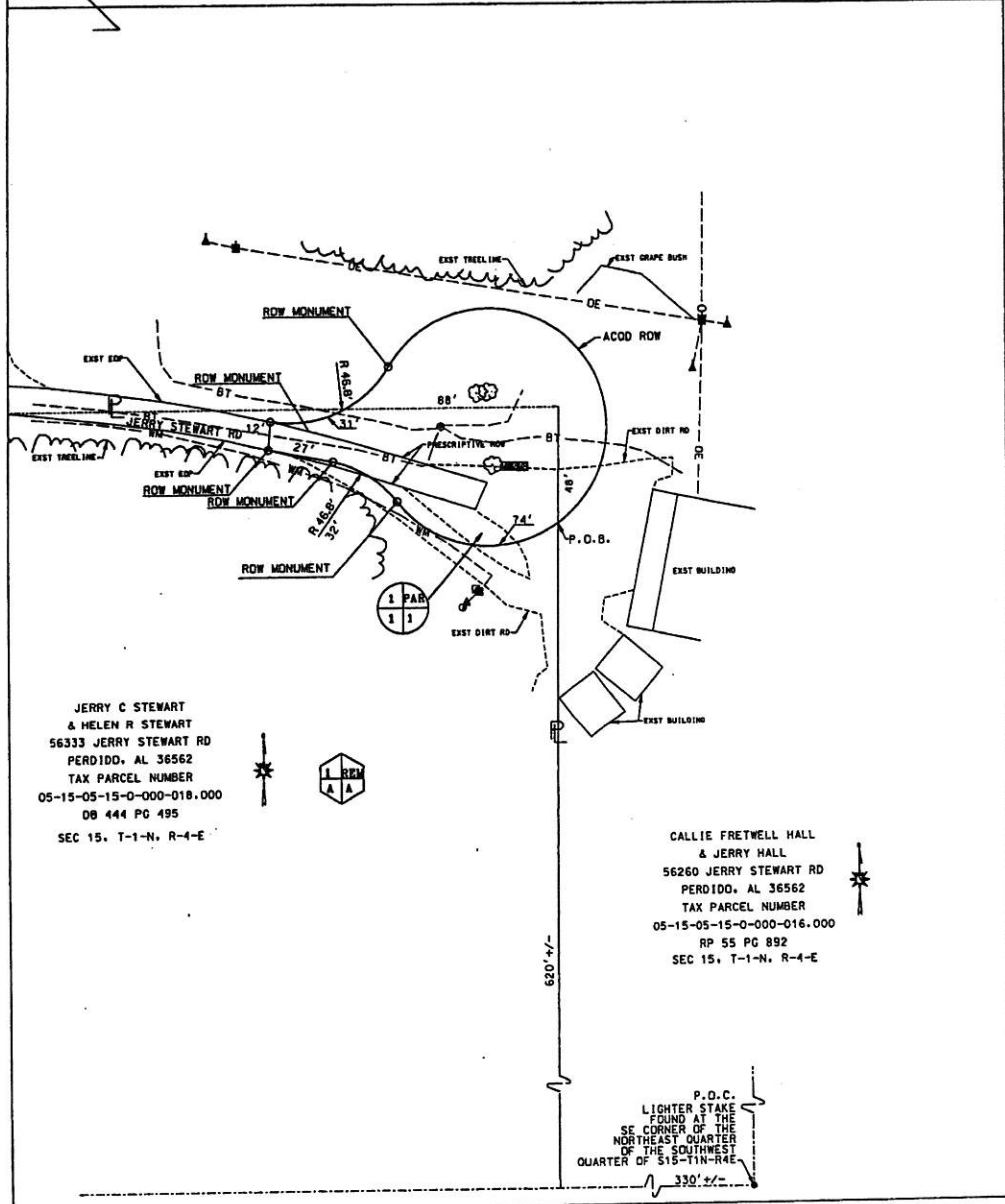
My Commission Expires

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576



JERRY HALL
 & CALLIE HALL
 56260 JERRY STEWART RD
 PERDIDO, AL 36562
 TAX PARCEL NUMBER
 05-15-05-15-0-000-017.005
 INST NO 1155161
 SEC 15, T-1-N, R-4-E



JERRY C STEWART
 & HELEN R STEWART
 56333 JERRY STEWART RD
 PERDIDO, AL 36562
 TAX PARCEL NUMBER
 05-15-05-15-0-000-018.000
 DB 444 PC 495
 SEC 15, T-1-N, R-4-E

CALLIE FRETWELL HALL
 & JERRY HALL
 56260 JERRY STEWART RD
 PERDIDO, AL 36562
 TAX PARCEL NUMBER
 05-15-05-15-0-000-016.000
 RP 55 PC 892
 SEC 15, T-1-N, R-4-E

P.O.C.
 LIGHTER STAKE
 FOUND AT THE
 SE CORNER OF THE
 NORTHEAST QUARTER
 OF THE SOUTHWEST
 QUARTER OF 515-T1N-R4E

THIS IS NOT A
 BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO.	<u>1</u>	PROJECT NO.	<u>N/A</u>
OWNER	<u>JERRY C STEWART & HELEN R STEWART</u>	COUNTY	<u>BALDWIN</u>
TOTAL ACREAGE	<u>24.203</u>	SCALE:	<u>1"=60'</u>
R.O.W. REQUIRED	<u>0.082</u>	DATE:	<u>04-03-2018</u>
PRESCRIPTIVE R.O.W.	<u>0.023</u>	REVISED:	<u>N/A</u>
T.C.E. REQUIRED	<u>N/A</u>	SHEET :	<u>1 OF 1</u>
REMAINDER	<u>24.121</u>		

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

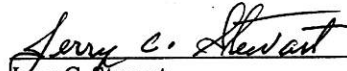
**Jerry Stewart Road
from Splinter Hill Road to End of Maintenance
Bus Turnaround
Baldwin County
Tract No. 1**

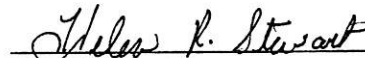
We the undersigned property owners do hereby acknowledge that we have been made aware of our rights to an appraisal and just compensation and in further consideration of the benefits accrued to our property from the above-referenced project, we do hereby waive our rights to said appraisal and just compensation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

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the 23
day of April, 2018.


Witness


Witness


Jerry C. Stewart


Helen R. Stewart

ACKNOWLEDGMENT

STATE OF ALABAMA)

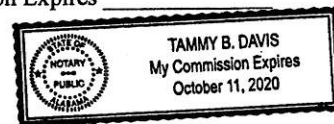
COUNTY OF BALDWIN)

I, Tammy B. Davis, a Notary Public, in and for said County in said State, hereby certify that Jerry C. Stewart and Helen R. Stewart, whose names are signed to the foregoing Waiver, and who are known to me, acknowledged before me on this day that, being informed of the contents of this Waiver, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 23 day of April 2018.

Tammy B. Davis
NOTARY PUBLIC

My Commission Expires _____








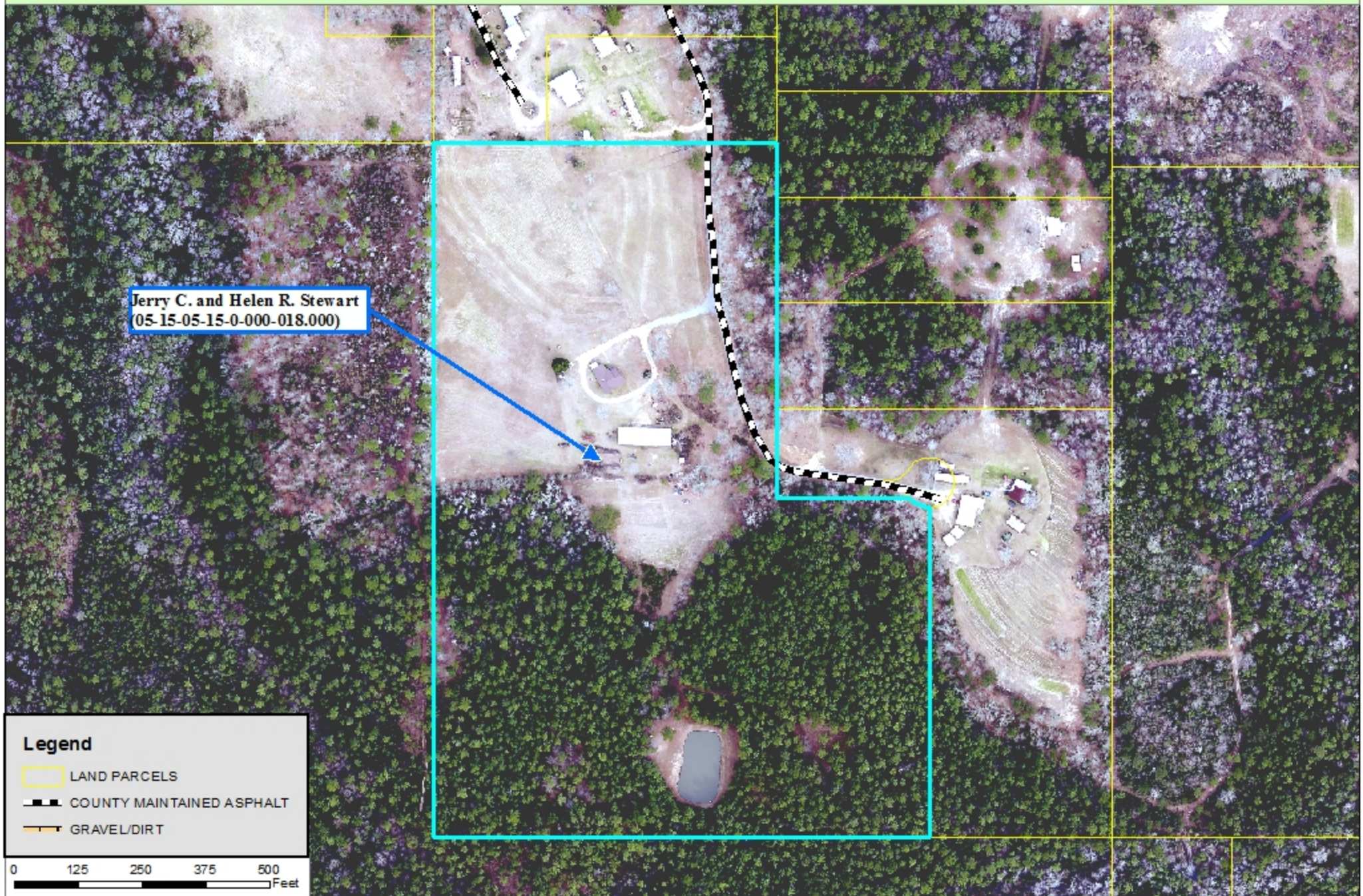
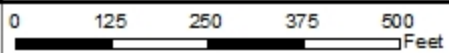
JERRY STEWART ROAD (Tract 1)



Jerry C. and Helen R. Stewart
(05-15-05-15-0-000-018.000)

Legend

-  LAND PARCELS
-  COUNTY MAINTAINED ASPHALT
-  GRAVEL/DIRT





Baldwin County Commission

Agenda Action Form

File #: 19-0531, **Version:** 1

Item #: BN8

Meeting Type: BCC Regular Meeting

Meeting Date: 1/15/2019

Item Status: New

From: Joey Nunnally, P.E., County Engineer

Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE

Execution of IRS Form 8283 for a Donated Right-of-Way on Jerry Stewart Road between Splinter Hill Road and End of Maintenance - (Tract 2)

STAFF RECOMMENDATION

Take the following actions:

1. Accept 0.085 acres on Jerry Stewart Road between Splinter Hill Road and End of Maintenance (Tract 2) as a right-of-way donated to Baldwin County by Jerry Hall and Callie Fretwell Hall on April 23, 2018 (Instrument No. 1692398 of Baldwin County Judge of Probate); and
2. Related to the aforesaid, authorize the Chairman to execute IRS Form 8283 for the donated right-of-way.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: On April 23, 2018, the Baldwin County Highway Department accepted a right-of-way donation on Jerry Stewart Road from Jerry Hall and Callie Fretwell Hall.

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;
2. The County affirms that it will file an IRS information return should it dispose of the property within

two (2) years after the date of receipt; and

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

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration Staff

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Administration Staff have Chairman sign IRS Form 8283. Mail original to Jerry Hall and Callie Fretwell Hall and send copy to Debra Morris.

Contact:
Jerry Hall
Callie Fretwell Hall

56260 Jerry Stewart Road
Perdido, Alabama 36562

Additional instructions/notes: N/A

Noncash Charitable Contributions

▶ **Attach to your tax return if you claimed a total deduction of over \$500 for all contributed property.**

▶ **Information about Form 8283 and its separate instructions is at www.irs.gov/form8283.**

OMB No. 1545-0908

Attachment Sequence No. **155**

Name(s) shown on your income tax return

Identifying number

Jerry Hall and Callie Fretwell Hall

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

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

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

1	(a) Name and address of the donee organization	(b) If donated property is a vehicle (see instructions), check the box. Also enter the vehicle identification number (unless Form 1098-C is attached).	(c) Description of donated property (For a vehicle, enter the year, make, model, and mileage. For securities, enter the company name and the number of shares.)
A		<input type="checkbox"/>	
B		<input type="checkbox"/>	
C		<input type="checkbox"/>	
D		<input type="checkbox"/>	
E		<input type="checkbox"/>	

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

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

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

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

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

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

Name of charitable organization (donee)

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

City or town, state, and ZIP code

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

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

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

Name(s) shown on your income tax return <u>Jerry Hall and Callie Fretwell Hall</u>	Identifying number
---	--------------------

Section B. Donated Property Over \$5,000 (Except Publicly Traded Securities)—Complete this section for one item (or one group of similar items) for which you claimed a deduction of more than \$5,000 per item or group (except contributions of publicly traded securities reported in Section A). Provide a separate form for each property donated unless it is part of a group of similar items. An appraisal is generally required for property listed in Section B. See instructions.

Part I Information on Donated Property—To be completed by the taxpayer and/or the appraiser.

- 4** Check the box that describes the type of property donated:
- | | | | |
|---|---|---|---|
| a <input type="checkbox"/> Art* (contribution of \$20,000 or more) | d <input type="checkbox"/> Art* (contribution of less than \$20,000) | g <input type="checkbox"/> Collectibles** | j <input type="checkbox"/> Other |
| b <input type="checkbox"/> Qualified Conservation Contribution | e <input checked="" type="checkbox"/> Other Real Estate | h <input type="checkbox"/> Intellectual Property | |
| c <input type="checkbox"/> Equipment | f <input type="checkbox"/> Securities | i <input type="checkbox"/> Vehicles | |

*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.

	(a) Description of donated property (if you need more space, attach a separate statement)	(b) If tangible property was donated, give a brief summary of the overall physical condition of the property at the time of the gift	(c) Appraised fair market value
A	0.085 acres for County Road ROW	Very Good	
B			
C			
D			

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

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

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

Signature of taxpayer (donor) ► _____ Date ► _____

Part III Declaration of Appraiser

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

Also, I declare that I perform appraisals on a regular basis; and that because of my qualifications as described in the appraisal, I am qualified to make appraisals of the type of property being valued. I certify that the appraisal fees were not based on a percentage of the appraised property value. Furthermore, I understand that a false or fraudulent overstatement of the property value as described in the qualified appraisal or this Form 8283 may subject me to the penalty under section 6701(a) (aiding and abetting the understatement of tax liability). In addition, I understand that I may be subject to a penalty under section 6695A if I know, or reasonably should know, that my appraisal is to be used in connection with a return or claim for refund and a substantial or gross valuation misstatement results from my appraisal. I affirm that I have not been barred from presenting evidence or testimony by the Office of Professional Responsibility.

Sign Here | Signature ► _____ Title ► _____ Date ► _____

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

City or town, state, and ZIP code

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

This charitable organization acknowledges that it is a qualified organization under section 170(c) and that it received the donated property as described in Section B, Part I, above on the following date ► April 23, 2018

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

Does the organization intend to use the property for an unrelated use? ► Yes No

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

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

STATE OF ALABAMA)

COUNTY OF BALDWIN)

Jerry Stewart Road
From Splinter Hill Rd to EOM
05-15-05-15-0-000-016.000
Tract No. 2

TBD
OK

FEE SIMPLE
WARRANTY DEED

BALDWIN COUNTY, ALABAMA
TIM RUSSELL PROBATE JUDGE
Filed/cert. 4/25/2018 1:15 PM
TOTAL \$ 0.00
6 Pages

1692398



KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of \$10.00 dollars, cash in hand paid to the undersigned by Baldwin County, Alabama, the receipt of which is hereby acknowledged, we, the undersigned Grantors, Callie Fretwell Hall and Jerry Hall, wife and husband, have this day bargained and sold, and by these presents do hereby GRANT, BARGAIN, SELL and CONVEY unto Baldwin County the following described property:

A part of the Northeast Quarter of the Southwest Quarter of Section 15, Township 1 North, Range 4 East, identified as Tract Number 2 on the Jerry Stewart Road Project in Baldwin County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing at the Southeast corner of the Northeast Quarter of the Southwest Quarter of Section 15, Township 1 North, Range 4 East, in Baldwin County, Alabama (the grantor's southeast property corner);

Thence run westerly along the south line of said Northeast Quarter of the Southwest Quarter of Section 15, a distance of 330 feet, more or less, to a point;

Thence run northerly along the grantor's west property line a distance of 620 feet, more or less, to a point on the acquired R/W line and the Point of Beginning of the property herein to be conveyed;

Thence continue northerly along the grantor's west property line a distance of 48 feet, more or less, to the grantor's property corner;

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

Thence run westerly along the grantor's property line a distance of 88 feet, more or less, to a point on the acquired R/W line;

Thence run northeasterly along a curve to the left having a radius of 46.80 feet and along the acquired R/W line a distance of 25 feet, more or less, to a point;

Thence continue northeasterly along a curve to the right having a radius of 48.60 feet and along the acquired R/W line a distance of 172 feet, more or less, to the Point of Beginning of the property herein conveyed and containing 0.085 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, its successors and assigns in fee simple forever.

AND FOR THE CONSIDERATION AFORESAID, we do for ourselves, for our heirs, executors administrators, successors, and assigns covenant to and with Baldwin County that we are lawfully seized and possessed in fee simple of said tract or parcel of land hereinabove described; that 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 advalorem taxes which attached on October 1, last past, and which is to be paid by the grantor; and that 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 them for this conveyance.

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

IN WITNESS WHEREOF, we have hereunto set our hand and seal this the 23 day
of April, 2018.

Callie Fretwell Hall
Callie Fretwell Hall

Jerry Hall
Jerry Hall

ACKNOWLEDGMENT

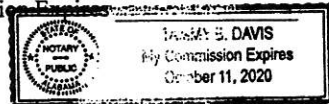
STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, Tammy B. Davis, a Notary Public, in and for said County in said State, hereby certify
that Callie Fretwell Hall and Jerry Hall, 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 23 day of April 2018.

Tammy B. Davis
NOTARY PUBLIC

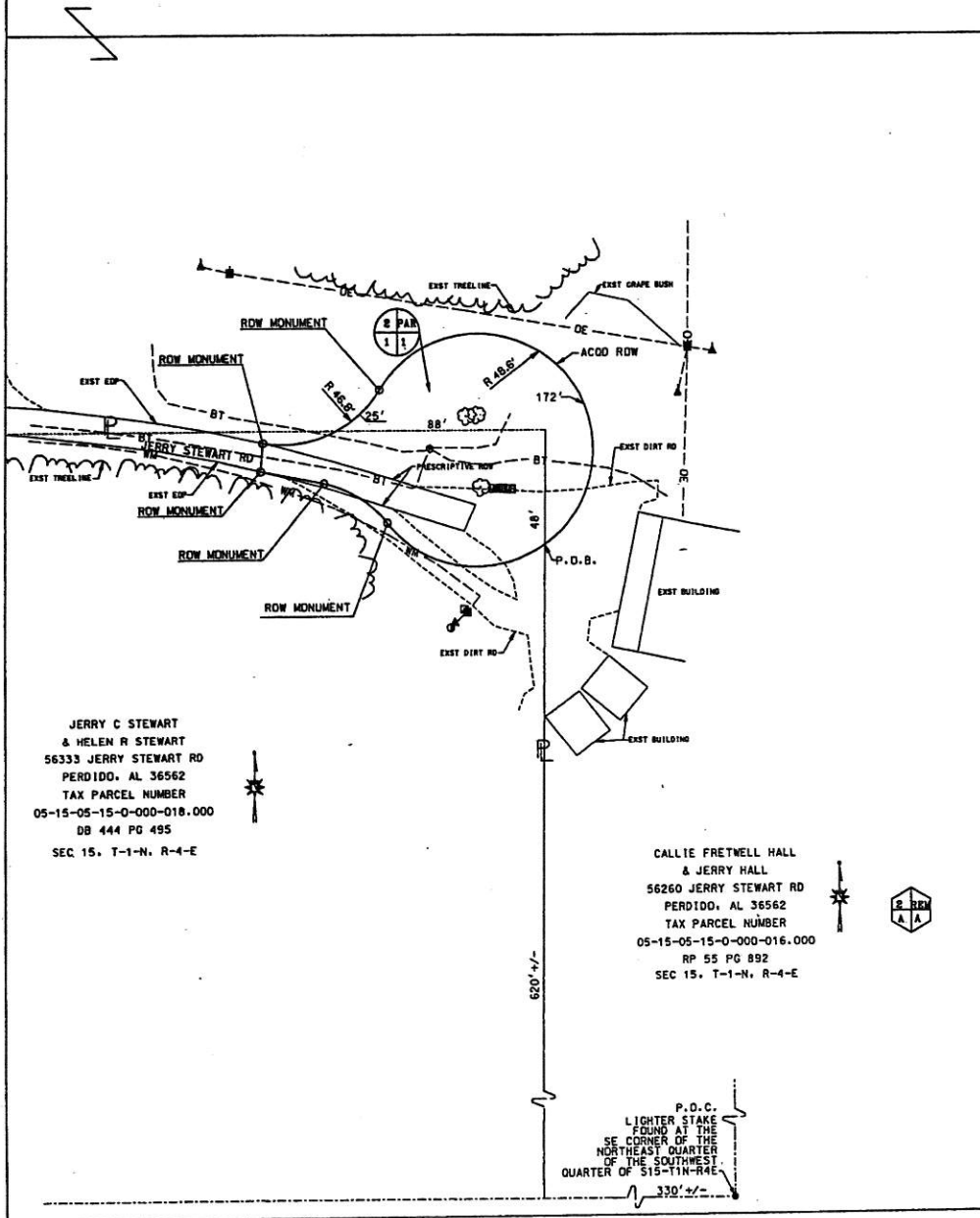
My Commission Expires



GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

JERRY HALL
 & CALLIE HALL
 56260 JERRY STEWART RD
 PERDIDO, AL 36562
 TAX PARCEL NUMBER
 05-15-05-15-0-000-017.005
 INST NO 1155161
 SEC 15, T-1-N, R-4-E



JERRY C STEWART
 & HELEN R STEWART
 56333 JERRY STEWART RD
 PERDIDO, AL 36562
 TAX PARCEL NUMBER
 05-15-05-15-0-000-018.000
 DB 444 PG 495
 SEC 15, T-1-N, R-4-E



CALLIE FRETWELL HALL
 & JERRY HALL
 56260 JERRY STEWART RD
 PERDIDO, AL 36562
 TAX PARCEL NUMBER
 05-15-05-15-0-000-016.000
 RP 55 PG 892
 SEC 15, T-1-N, R-4-E



P.D.C.
 LIGHTER STAKE
 FOUND AT THE
 SE CORNER OF THE
 NORTHEAST QUARTER
 OF THE SOUTHWEST
 QUARTER OF S15-T1N-R4E

THIS IS NOT A
 BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO. <u>2</u>	PROJECT NO. <u>N/A</u>
OWNER <u>CALLIE FRETWELL HALL & JERRY HALL</u>	COUNTY <u>BALDWIN</u>
TOTAL ACREAGE <u>10.722</u>	SCALE: <u>1"-60'</u>
R.O.W. REQUIRED <u>0.085</u>	DATE: <u>04-03-2018</u>
PRESCRIPTIVE R.O.W. <u>0.000</u>	REVISED: <u>N/A</u>
T.C.E. REQUIRED <u>N/A</u>	SHEET : <u>1 OF 1</u>
REMAINDER <u>10.637</u>	

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

**Jerry Stewart Road
from Splinter Hill Road to End of Maintenance
Bus Turnaround
Baldwin County
Tract No. 2**

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the 23
day of April, 2018.

Jammy B. Davis
Witness

Jammy B. Davis
Witness

Callie Fretwell Hall
Callie Fretwell Hall

Jerry Hall
Jerry Hall

ACKNOWLEDGMENT

STATE OF ALABAMA)

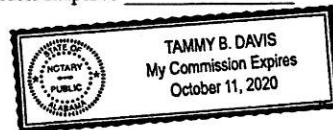
COUNTY OF BALDWIN)

I, Tammy B. Davis, a Notary Public, in and for said County in said State, hereby certify that Callie Fretwell Hall and Jerry Hall, whose names are signed to the foregoing Waiver, and who are known to me, acknowledged before me on this day that, being informed of the contents of this Waiver, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 23 day of April 2018.

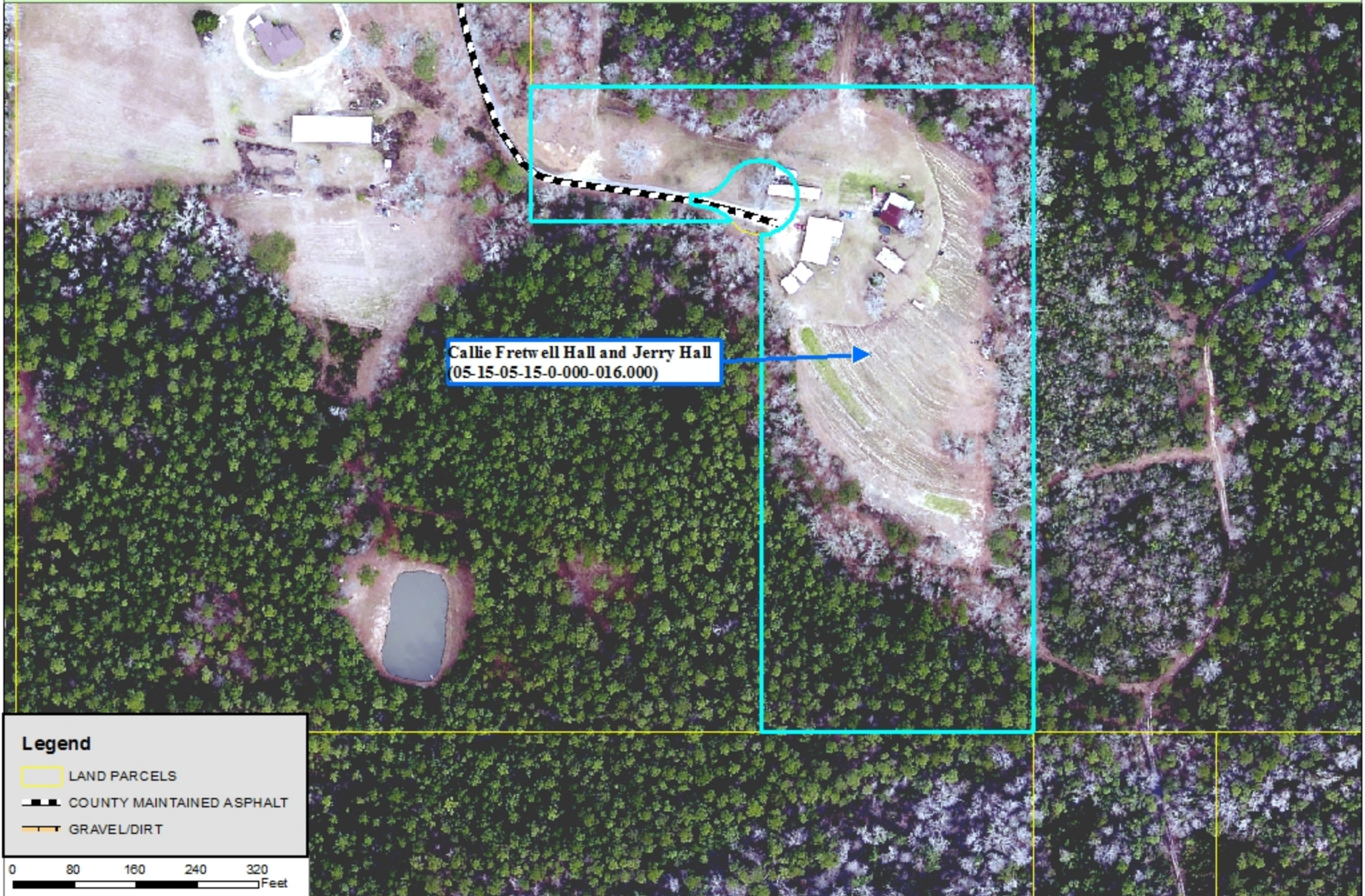
Tammy B. Davis
NOTARY PUBLIC

My Commission Expires _____





JERRY STEWART ROAD (Tract 2)



Callie Fretwell Hall and Jerry Hall
(05-15-05-15-0-000-016.000)

- Legend**
- LAND PARCELS
 - COUNTY MAINTAINED ASPHALT
 - GRAVEL/DIRT

0 80 160 240 320 Feet



Baldwin County Commission

Agenda Action Form

File #: 19-0532, **Version:** 1

Item #: BN9

Meeting Type: BCC Regular Meeting

Meeting Date: 1/15/2019

Item Status: New

From: Joey Nunnally, P.E., County Engineer

Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE

Execution of IRS Form 8283 for a Donated Right-of-Way on Carlee Lane

STAFF RECOMMENDATION

Take the following actions:

1. Accept 1.22 acres on Carlee Lane from Pine Grove Road Extension North running north 1,195 feet as a right-of-way donated to Baldwin County by Sandra Annette Jones and Arlene Ruth Stewart on June 21, 2018 (Instrument No. 1703806 of Baldwin County Judge of Probate); and
2. Related to the aforesaid, authorize the Chairman to execute IRS Form 8283 for the donated right-of-way.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: On June 21, 2018, the Baldwin County Highway Department accepted a right-of-way donation on Carlee Lane from Sandra Annette Jones and Arlene Ruth Stewart.

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;
 2. The County affirms that it will file an IRS information return should it dispose of the property within two (2) years after the date of receipt; and
 3. The County states whether it intends to use the property for an unrelated use.
-

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration Staff

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

Administration Staff have Chairman sign two (2) IRS Forms. Mail originals to Sandra Annette Jones and Arlene Ruth Stewart and send copies to Debra Morris.

Contact:

Sandra Annette Jones
16465 Old Brady Road
Bay Minette, Alabama 36507

Arlene Ruth Stewart
19900 Hoyle Bryars Road
Perdido, Alabama 36562

Additional instructions/notes: N/A

Noncash Charitable Contributions

▶ **Attach to your tax return if you claimed a total deduction of over \$500 for all contributed property.**

▶ **Information about Form 8283 and its separate instructions is at www.irs.gov/form8283.**

OMB No. 1545-0908

Attachment Sequence No. **155**

Name(s) shown on your income tax return

Identifying number

Sandra Annette Jones and Arlene Ruth Stewart

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

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

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

1	(a) Name and address of the donee organization	(b) If donated property is a vehicle (see instructions), check the box. Also enter the vehicle identification number (unless Form 1098-C is attached).	(c) Description of donated property (For a vehicle, enter the year, make, model, and mileage. For securities, enter the company name and the number of shares.)
A		<input type="checkbox"/>	
B		<input type="checkbox"/>	
C		<input type="checkbox"/>	
D		<input type="checkbox"/>	
E		<input type="checkbox"/>	

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

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

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

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

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

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

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

City or town, state, and ZIP code _____

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

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

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

Name(s) shown on your income tax return <u>Sandra Annette Jones and Arlene Ruth Stewart</u>	Identifying number
--	--------------------

Section B. Donated Property Over \$5,000 (Except Publicly Traded Securities)—Complete this section for one item (or one group of similar items) for which you claimed a deduction of more than \$5,000 per item or group (except contributions of publicly traded securities reported in Section A). Provide a separate form for each property donated unless it is part of a group of similar items. An appraisal is generally required for property listed in Section B. See instructions.

Part I Information on Donated Property—To be completed by the taxpayer and/or the appraiser.

- 4** Check the box that describes the type of property donated:
- | | | | |
|---|---|---|---|
| a <input type="checkbox"/> Art* (contribution of \$20,000 or more) | d <input type="checkbox"/> Art* (contribution of less than \$20,000) | g <input type="checkbox"/> Collectibles** | j <input type="checkbox"/> Other |
| b <input type="checkbox"/> Qualified Conservation Contribution | e <input checked="" type="checkbox"/> Other Real Estate | h <input type="checkbox"/> Intellectual Property | |
| c <input type="checkbox"/> Equipment | f <input type="checkbox"/> Securities | i <input type="checkbox"/> Vehicles | |

*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.

	(a) Description of donated property (if you need more space, attach a separate statement)	(b) If tangible property was donated, give a brief summary of the overall physical condition of the property at the time of the gift	(c) Appraised fair market value
A	1.22 acres for County Road ROW	Very Good	
B			
C			
D			

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

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

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

Signature of taxpayer (donor) ► _____ Date ► _____

Part III Declaration of Appraiser

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

Also, I declare that I perform appraisals on a regular basis; and that because of my qualifications as described in the appraisal, I am qualified to make appraisals of the type of property being valued. I certify that the appraisal fees were not based on a percentage of the appraised property value. Furthermore, I understand that a false or fraudulent overstatement of the property value as described in the qualified appraisal or this Form 8283 may subject me to the penalty under section 6701(a) (aiding and abetting the understatement of tax liability). In addition, I understand that I may be subject to a penalty under section 6695A if I know, or reasonably should know, that my appraisal is to be used in connection with a return or claim for refund and a substantial or gross valuation misstatement results from my appraisal. I affirm that I have not been barred from presenting evidence or testimony by the Office of Professional Responsibility.

Sign Here | Signature ► _____ Title ► _____ Date ► _____

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

City or town, state, and ZIP code

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

This charitable organization acknowledges that it is a qualified organization under section 170(c) and that it received the donated property as described in Section B, Part I, above on the following date ► June 21, 2018

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

Does the organization intend to use the property for an unrelated use? ► Yes No

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

1703806

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

GP
ok

STATE OF ALABAMA) Carlee Lane
From Pine Grove Road Ext. North
BALDWIN COUNTY) Running North 1195 feet
Parcel Number 05-23-07-26-0-000-052.006

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that Sandra Annette Jones, a married woman and Arlene Ruth Stewart, a married woman, both conveying property that is not a part of their homestead, hereinafter referred to as the Grantors, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration this day paid to Grantor by Baldwin County, Alabama, hereinafter referred to as Grantee, the receipt and sufficiency of which is hereby acknowledged, has and by these presents does hereby REMISE , RELEASE, QUITCLAIM AND CONVEY unto the Grantee, all of Grantor's right, title, interest and claim in and to the following described real property, subject to the covenants contained herein and the rights of any utilities which may be on, over, or under said real estate, situated in Baldwin County, Alabama, to wit:

A part of the West Half of the Southeast Quarter of Section 26, Township 2 South, Range 3 East, Baldwin County, Alabama and being more fully described as follows:

Commencing at the southeast corner of the southeast quarter of Section 26, Township 2 South, Range 3 East in Baldwin County, Alabama;

Thence run westerly along the south line of said Section 26 a distance of 2,188, feet, more or less, to a point on the existing east right of way line of Pine Gove Road Ext. North;

(1)

164945

Thence run northerly and northwestwardly along the existing east right of way line a distance of 774 feet, more or less, to a point on the existing right of way (the grantor's southwest property corner) and being the Point of Beginning of the property herein to be conveyed;

Thence run northwesterly along the grantor's west property line a distance of 60 feet, more or less, to grantor's property corner;

Thence run easterly along the grantor's property line a distance of 322 feet, more or less, to the grantor's property corner;

Thence run northeasterly along the grantor's west property line a distance of 838 feet, more or less, to the grantor's property corner;

Thence run southeasterly along the grantor's north property line a distance of 30 feet, more or less, to the grantor's northeast property corner;

Thence run southwesterly along the grantor's east property line a distance of 1,160 feet, more or less, to the grantor's southeast property corner;

Thence run westerly along the grantor's south property line a distance of 30 feet, more or less, to the grantor's property corner;

Thence run northeasterly along the grantor's property line a distance of 212 feet, more or less, to the grantor's property corner;

Thence run southwesterly along the grantor's property line a distance of 257 feet, more or less, to the Point of Beginning of the property herein conveyed and containing 1.22 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.

TO HAVE AND TO HOLD unto the said Grantee, or its successors and assigns for FOREVER.

THE GRANTORS HEREIN FURTHER COVENANT AND AGREE that the purchase price above stated is in full compensation to them for this conveyance.

IN WITNESS WHEREOF, we have hereunto set our hand and seal this the 21 day of June, 2018.

Sandra Annette Jones
Sandra Annette Jones

Arlene Ruth Stewart
Arlene Ruth Stewart

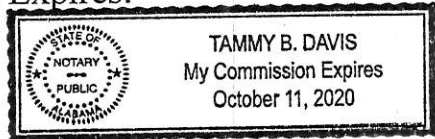
STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, Tammy B. Davis, a Notary Public, in and for said County in said State, hereby certify that Sandra Annette Jones and Arlene Ruth Stewart, 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 seal this 21 day of June, 2018.

Tammy B. Davis
Notary Public, Baldwin County, Alabama
My Commission Expires:



Grantors Address:
16465 Old Brady Rd
Bay Minette, Alabama 36507

Grantees Address:
Baldwin County Highway Department
P.O. Box 220
Silverhill, Alabama 36576

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

**CARLEE LANE
From Pine Grove Road Ext. North running North 1195 feet
BALDWIN COUNTY**

We the undersigned property owners do hereby acknowledge that we have been made aware of our rights to an appraisal and just compensation and in further consideration of the benefits accrued to our property from the above-referenced project, we do hereby waive 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 21 day of June, 2018.


Sandra Annette Jones


Arlene Ruth Stewart

ACKNOWLEDGMENT

STATE OF ALABAMA)

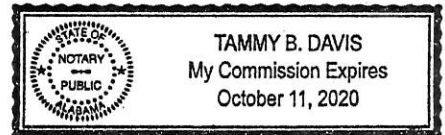
COUNTY OF BALDWIN)

I, Tammy B. Davis a Notary Public, in and for said County in said State, hereby certify that, Sandra Annette Jones and Arlene Ruth Stewart, 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 document, they executed the same voluntarily on the day the same bears date.

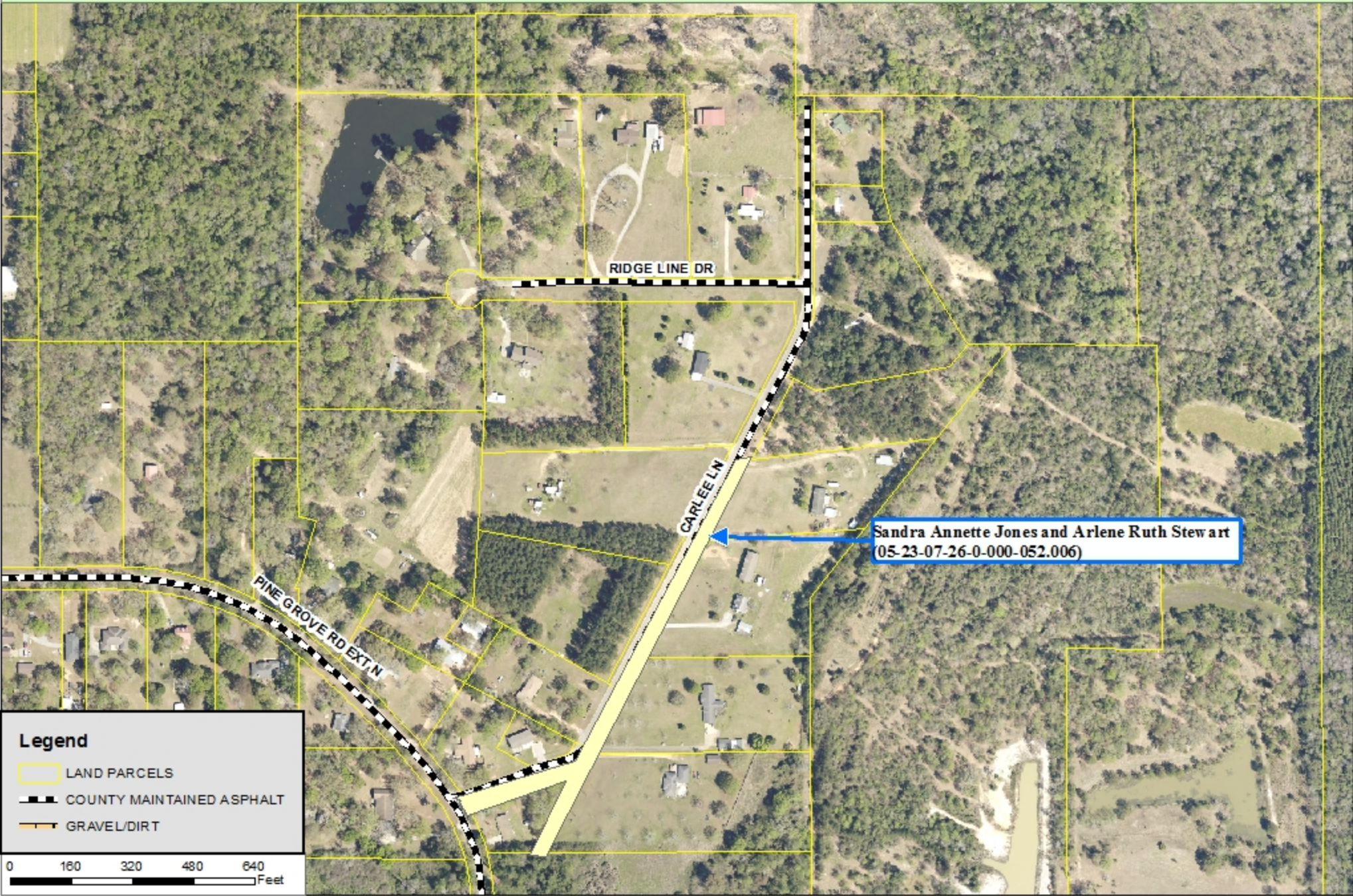
Given under my hand and official seal this 21 day of June, 2018.

Tammy B. Davis
Notary Public

My Commission Expires: _____



CARLEE LANE





Baldwin County Commission

Agenda Action Form

File #: 19-0504, **Version:** 1

Item #: BP1

Meeting Type: BCC Regular Meeting

Meeting Date: 1/15/2019

Item Status: New

From: Ron Cink, County Administrator

Deidra Hanak, Interim Personnel Director

Submitted by: Deidra Hanak, Interim Personnel Director

ITEM TITLE

Animal Control Department - Employment of One (1) Animal Control Technician Position

STAFF RECOMMENDATION

Approve the employment of Amber Turberville to fill the open Animal Control Technician position (PID #5358) at a grade F-EL (\$11.810 per hour / \$24,564.80 annually) to be effective no sooner than January 22, 2019.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Animal Control Technician position was vacated in December 2018, by promotion of the previous employee. The County Administrator respectfully requests the above applicant is hired into this position.

FINANCIAL IMPACT

Total cost of recommendation: N/A

Budget line item(s) to be used: 55410.5113

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

N/A

LEGAL IMPACT

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

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel - Implement Changes

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

Additional instructions/notes: N/A



Baldwin County Commission

Agenda Action Form

File #: 19-0508, **Version:** 1

Item #: BP2

Meeting Type: BCC Regular Meeting

Meeting Date: 1/15/2019

Item Status: New

From: Joey Nunnally, County Engineer

Deidra Hanak, Interim Personnel Director

Submitted by: Deidra Hanak, Interim Personnel Director

ITEM TITLE

Highway Department (Pre-Construction) - Position Change

STAFF RECOMMENDATION

Take the following actions:

- 1) Abolish the Design Technician II position (PID #5017) (grade J range: \$35,726.08 - \$58,489.60 annually); and
- 2) Create a Design Technician I position (PID #TBD) (grade I range: \$32,508.32 - \$53,239.68 annually);
- 3) Approve the employment of Zachary Bodle to fill the Design Technician I position (PID #TBD) at a grade I-EL (\$15.629 per hour / \$32,508.32 annually) to be effective no sooner than January 22, 2019; and
- 4) Approve the updated organizational chart for the Highway Pre-Construction Department.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Design Technician II position was vacated in November 2018, due to the promotion of the previous employee. The County Engineer respectfully requests that the above recommendations are approved.

FINANCIAL IMPACT

Total cost of recommendation: N/A

Budget line item(s) to be used: 53600.5113

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

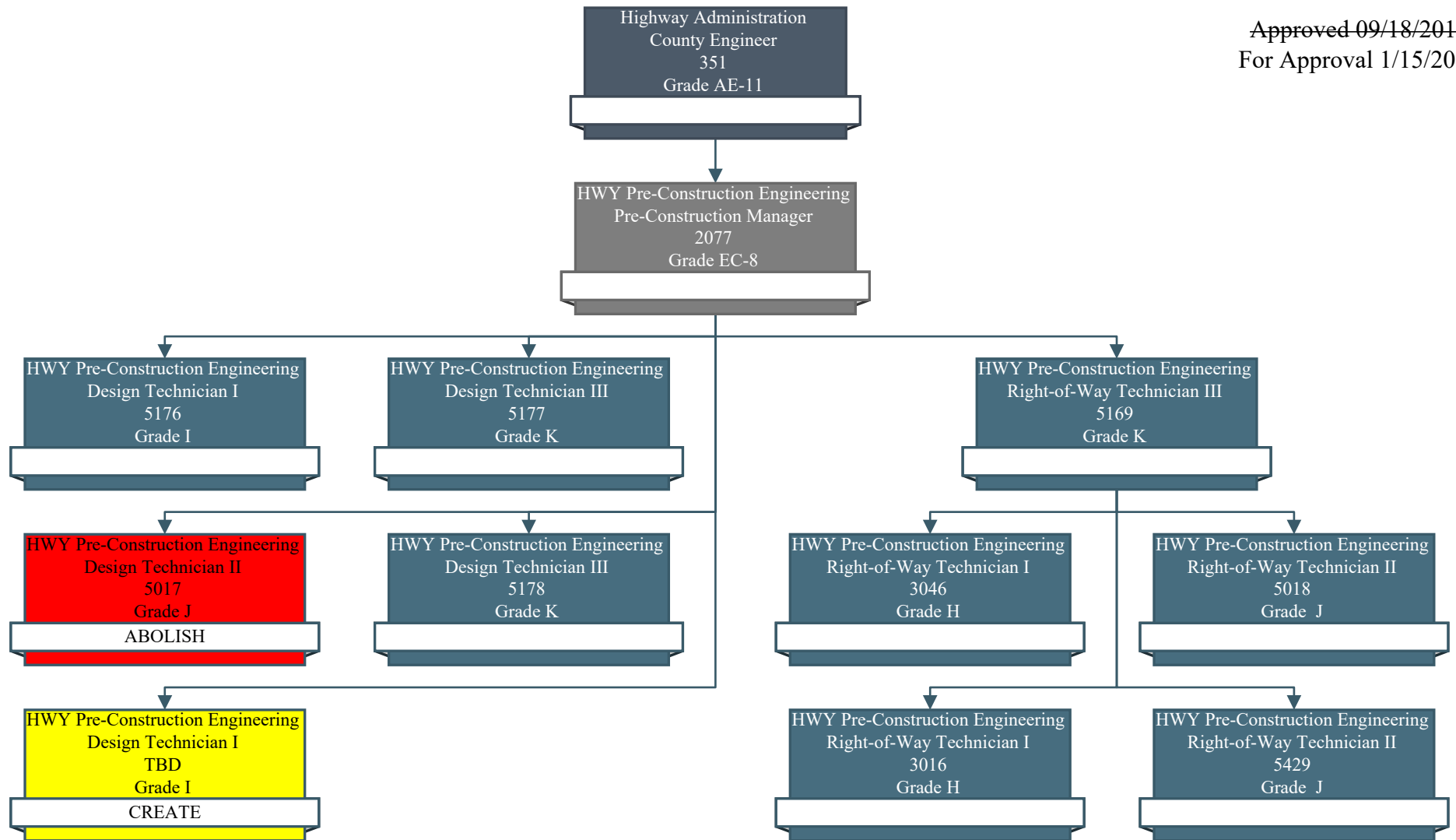
FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel - Implement Changes

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

Additional instructions/notes: N/A





Baldwin County Commission

Agenda Action Form

File #: 19-0506, **Version:** 1

Item #: BP3

Meeting Type: BCC Regular Meeting

Meeting Date: 1/15/2019

Item Status: New

From: Terri Graham, Development and Environmental Director

Deidra Hanak, Interim Personnel Director

Submitted by: Deidra Hanak, Interim Personnel Director

ITEM TITLE

Solid Waste Department (Collections) - Employment of Two (2) Solid Waste Technician Positions

STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the employment of Derrick Ndario to fill the Solid Waste Technician position (PID #855) at a grade G-EL (\$12.967 per hour / \$26,971.36 annually); and
- 2) Approve the employment of Clinton Brock to fill the Solid Waste Technician position (PID #854) at a grade G-EL (\$12.967 per hour / \$26,971.36 annually).

These recommendations will be effective no sooner than January 22, 2019.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: These positions were vacated in December 2018, due to the termination of the previous employees. The Development and Environmental Director respectfully requests that the above recommendations are approved.

FINANCIAL IMPACT

Total cost of recommendation: N/A

Budget line item(s) to be used: 54800.5113

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

LEGAL IMPACT

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

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel - Implement Changes

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

N/A

Additional instructions/notes: N/A



Baldwin County Commission

Agenda Action Form

File #: 19-0503, **Version:** 1

Item #: CA1

Meeting Type: BCC Regular Meeting

Meeting Date: 1/15/2019

Item Status: New

From: Stan Vinson, Coroner, Dr. Brian Pierce, Chief Deputy Coroner

Submitted by: Victoria Key, Administrative Support Specialist I

ITEM TITLE

Baldwin County Coroner's Annual Report - Fiscal Year 2018

STAFF RECOMMENDATION

The County Coroner and the Chief Deputy Coroner will present a report detailing progress made by the Coroner's Office during the 2018 Fiscal Year.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: N/A

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

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

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

Additional instructions/notes: N/A

Baldwin County Coroner's Office

Annual Report FY 2018

In 2018 the Baldwin County Coroner's office consist of the following employees:

Stan Vinson - Coroner

Dr. Brian Pierce – Chief Deputy Coroner

Troy Dyess – Deputy Coroner

Daren Montgomery – Deputy Coroner

Brandy Byrd: Administrative Support Specialist III Full-Time 40 hours/week

Victoria Key : Administrative Support Specialist I Part-Time 24 hours/week

The Baldwin County Coroner's Office (BCCO) covers over 2000 square miles of Baldwin County and serves some 212,000 residents as well as numerous visitors. Coroner Stan Vinson appointed 3 Deputy Coroners to assist him with his duties. Administratively in 2018 the County provided 1 full time office administrator and one part-time assistant resulting in approximately 64 hours of work per week. Phones are answered 24 hours/day, 365 days a year. The Coroner's office handled 486 Cases in the FY 2018, which equated to 1.33 deaths per day.

The primary purpose of the Coroner's Office is to investigate unattended, unexplained, violent and accidental deaths as set forth in the Constitution of Alabama Title 11, Chapter 5. Our Mission Statement is as follows:

Mission Statement

To accurately determine the cause and manner of death, of individuals that die within Baldwin County; through a fair, ethical, and competent investigation of death; performed by qualified and trained individuals, in accordance with the accepted medicolegal death investigation professional standards; ensuring the integrity of the investigation.

To establish and maintain cooperative, professional relationships with law enforcement, funeral homes, and other community members.

To assist the bereaved in the loss of a loved one.

To earn and hold the trust and respect of the citizens that we are privileged and honored to serve.

The office continued to maintain a 1-hour response time as well as a timely progression of Death Investigation. Additionally, Standard Operating Procedures were written, and while an ongoing process, will prove beneficial as the Office seeks National Accreditation with the International Association of Coroners and Medical Examiners (IAC&ME). This will be a crucial step in the overall planning of establishing a Medical Examiner for Baldwin County.

The 2018 Fiscal Year (FY) saw 486 cases as accepted through the Coroner's Office.

Of the 486 cases, 179 were sent for autopsy (37%) and 375 were ruled as natural deaths (77%).

The remaining 111 cases have the following breakdown:

39 Violent Deaths MVA, Drownings,

38 Suicides 4 Drug related

17 Drug Related Deaths

7 Homicides

3 Undetermined

1 Infectious Death

6 pending

*see appendix A for Excel spreadsheet breakdown of all cases.

Continued assistance with Law Enforcement, the District Attorney and the Alabama Department of Forensic Science (ADFS) office is essential for these cases to be adjudicated accurately and without bias.

The BCCO was responsible for taking custody of 282 bodies, of which 179 were sent to ADFS, in Mobile, AL, for autopsy then released/returned to a funeral home of the family's choice.

The BCCO transported and housed 103 bodies for families from out of state or for cases needing a medical record review.

Transportation costs for the 2018 FY was approximately \$70,000.00, up from 50,000 in 2017. The changes in policy at the State Lab in Mobile, reflected a 20,000 dollar increase to transportation cost in 2018. This is an area we need to look at for cost savings or adjusting our procedures.

The Coroner's office responded to 111 death scenes for investigative purposes. Typically, when Coroners respond to a scene, an autopsy is warranted. Each case is different but often scene investigation will result in at least an external exam and toxicology.

This past year the Coroner's Office could identify 100 % of the cases, leaving us no case with an unidentified body. The Coroner's office assisted the Council on Aging with 12 county Cremations and 1 County burial.

The BCCO continues to work with the AOC and the Eye Bank to assist with organ donation. The BCCO assisted with 15 Tissue harvests in 2018. We assist the organ recovery teams whenever it is feasible to honor the subject's or family wishes. We do however guard the public trust and should further investigation be warranted for pending charges the request to harvest may be denied by the Coroner's Office.

As we move into 2019, the office will continue to maintain its response time of 1-hour county wide. Rigorously advance its educational status of its investigators as well as the public as to the scope of work performed by the Office of the Coroner. Additionally, we will actively pursue Accreditation through IAC&ME. As the County grows so should our ability to serve it.

I would respectfully submit this FY 2018 report to the Commission, along with the attached spreadsheet.

I would request that this report be placed on the Baldwin County Website for the public to view and understand the Scope and Practice of the Coroner's Office to Baldwin County and its Citizens.

Dr. Brian Pierce, D-ABMDI

Coroner Elect

12-22-2018

Baldwin County Coroner

18126 B Co Rd 54

P.O. Box 2647

Robertsdale, Alabama 36567

MONTHLY LOG

Month/Year	Total Coroner Cases	Natural Deaths	Pending Deaths	Infectious Deaths - Accidents	Drug Deaths - Suicides	Drug Deaths - Accidents	Violent Deaths - Suicide	Violent Deaths - Blunt Force Injuries	Violent Deaths - Homicide	Violent Deaths - Drownings	Violent Deaths - Fire Deaths	Cases sent for Autopsy	Undetermined Deaths	Total Cremation Permits	Indigent Burial / Cremation	Death Certificates Filed
October 2017	50	42	0	0	2	0	3	0	1	2	0	11	0	118	2	39
November 2017	42	31	0	0	0	2	5	2	0	1	0	15	1	82	1	35
December 2017	37	29	0	0	0	1	3	4	0	0	0	15	0	74	1	31
January 2018	64	57	0	0	0	0	1	4	1	0	1	15	0	123	1	43
February 2018	34	23	0	0	0	1	4	3	2	0	1	15	0	105	0	29
March 2018	39	29	0	0	0	2	0	5	2	0	0	19	1	95	2	33
April 2018	35	29	0	0	0	2	1	2	0	1	0	9	0	103	0	34
May 2018	28	24	0	0	0	1	1	0	1	0	0	6	1	90	2	22
June 2018	37	28	0	1	0	2	4	2	0	0	0	19	0	71	1	33
July 2018	47	32	0	0	0	5	8	1	0	1	0	24	0	100	1	44
August 2018	42	29	3	0	1	0	3	5	0	1	0	21	0	92	1	37
September 2018	31	22	3	0	1	1	1	2	0	1	0	10	0	82	1	25
Totals	486	375	6	1	4	17	34	30	7	7	2	179	3	1135	13	405



Baldwin County Commission

Agenda Action Form

File #: 19-0513, **Version:** 1

Item #: DQ1

Meeting Type: BCC Regular Meeting

Meeting Date: 1/15/2019

Item Status: New

From: Vince Jackson, Planning Director

Submitted by: Vince Jackson, Planning Director

ITEM TITLE

Case No. Z-18041 - Dorgan Property Rezoning

STAFF RECOMMENDATION

Adopt Resolution #2019-013, which APPROVES Case No. Z-18041 - Dorgan Property, as it pertains to the rezoning of approximately 1.04 acres, located in Planning (Zoning) District 26, from B-2, Neighborhood Business District, to RSF-2, Single Family District.

BACKGROUND INFORMATION

Previous Commission action/date: Tabled at November 20, 2018, BCC Regular Meeting, and at the December 3, 2018, BCC Regular Meeting, to the January 15, 2019, BCC Regular Meeting.

Background: The subject property is currently zoned B-2, Neighborhood Business District. The designation of RSF-2, Single Family District, has been requested. If the rezoning is approved, the smaller parcel (05-56-03-31-0-000-020.001) will remain as is. The larger parcel (05-56-03-31-0-000-020.000) would be subdivided into two (2) lots which would meet the area and dimensional requirements for the RSF-2 designation. This application was originally submitted as a request for RSF-4, and was recommended for approval on October 4, 2018. It has been returned to the Planning Commission in order to be re-advertised as a request for RSF-2.

The Planning Commission considered this request on January 3, 2019, and voted to recommend APPROVAL to the County Commission.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

N/A

LEGAL IMPACT

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

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? Yes - Gulf Coast Newspapers, See Attached

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

FOLLOW UP IMPLEMENTATION

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

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

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

Send Notice of Action to the following:

William J. Dorgan
Post Office Box 1255
Point Clear, Alabama 36564

Additional instructions/notes: Planning and Zoning Department - Update Official Zoning Map.



Baldwin County Planning & Zoning Department

Baldwin County Commission Staff Report

Agenda Item

Case No. Z-18041

Dorgan Property

Rezone B-2, Neighborhood Business District to RSF-2, Single Family District

January 15, 2019

Subject Property Information

Planning District: 26
General Location: East Side of Scenic Highway 98, Approximately 350-feet South of County Road
Physical Address: N/A
Parcel Numbers: 05-56-03-31-0-000-020.000
05-56-03-31-0-000-020.001
Existing Zoning: B-2, Neighborhood Business District
Proposed Zoning: RSF-2, Single Family District
Existing Land Use: Vacant
Proposed Land Use: Residential
Lot Area: 1.04 acres +/-
Applicant: William J. Dorgan
Post Office Box 1255
Point Clear, AL 36564
Owner: Same
Lead Staff: Vince Jackson, Planning Director
Attachments: *Within Report*

	Adjacent Land Use	Adjacent Zoning
North	Commercial/Vacant	B-2, Neighborhood Business
South	Residential	RSF-1, Single Family
East	Undeveloped	RSF-1, Single Family
West	Residential	RSF-1, Single Family

Summary

The subject property is currently zoned B-2, Neighborhood Business District. The designation of RSF-2, Single Family District, has been requested. If the rezoning is approved, the smaller parcel (05-56-03-31-0-000-020.001) will remain as is. The larger parcel (05-56-03-31-0-000-020.000) would be subdivided into two (2) lots which would meet the area and dimensional requirements for the RSF-2 designation. This application was originally submitted as a request for RSF-4, and was recommended for approval on October 4, 2018. It has been returned to the Planning Commission in order to be re-advertised as a request for RSF-2.

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:

- | | |
|--|---|
| <ul style="list-style-type: none"> (a) All uses permitted by right under the B-1 zoning designation (b) Antique store (c) Apparel and accessory store (d) Appliance store including repair (e) Art gallery or museum (f) Art supplies (g) Bait store (h) Bakery retail (i) Bed and breakfast or tourist home (j) Bicycle sales and service (k) Boarding, rooming or lodging house, dormitory (l) Book store (m) Café (n) Camera and photo shop (o) Candy store (p) Car wash (q) Catering shop or service (r) Copy shop (s) Delicatessen (t) Discount/variety store (not to exceed 8,000 square feet) (u) Drug store (not to exceed 8,000 square feet) (v) Fixture sales (w) Floor covering sales or service (x) Florist (y) Fraternity or sorority house (z) Fruit and produce store (aa) Gift shop (bb) Hardware store, retail (cc) Ice cream parlor (dd) Interior decorating shop (ee) Laundry, self service (ff) Lawnmower sales and service (gg) Locksmith (hh) Music store (ii) Neighborhood convenience store (jj) News stand (kk) Paint and wallpaper store (ll) Picture framing and/or mirror silvering (mm) Restaurant (nn) Shoe repair shop (oo) Shoe store | <ul style="list-style-type: none"> (pp) Sign shop (qq) Sporting goods store (rr) Tailor shop (ss) Tobacco store (tt) Toy store |
|--|---|

5.2.3 *Conditional uses.* The following uses are permissible as conditional uses in the B-2, Neighborhood Business District, subject to the standards and procedures established in *Section 18.11: Conditional Uses*:

- (a) Air conditioning sales and service
- (b) Amusement arcade
- (c) Animal clinic/kennels
- (d) Arboretum
- (e) Ball field
- (f) Business machine sales and service
- (g) Car wash
- (h) Country club
- (i) Discount/variety store (exceeding 8,000 square feet)
- (j) Drug store (exceeding 8,000 square feet)
- (k) Exterminator service office
- (l) Golf course
- (m) Liquor store
- (n) Mini-warehouse
- (o) Night club, bar, tavern
- (p) Office equipment and supplies sales
- (q) Park or playground
- (r) Pawn shop
- (s) Pet shop
- (t) Plumbing shop
- (u) Restaurant sales and supplies
- (v) Riding academy
- (w) Rug and/or drapery cleaning service
- (x) Seafood store
- (y) Swimming pool (outdoor)
- (z) Tennis court (outdoor)
- (aa) Water storage tank
- (bb) Wildlife sanctuary
- (cc) Wireless telecommunication facility
- (dd) Dwellings, in combination with commercial uses, subject to the standards listed under *Section 5.2.4: Mixed uses*

5.2.4 *Mixed uses.* Mixed residential and commercial uses may be permissible as conditional uses in the B-2 Neighborhood Business District, subject to the standards and procedures established in *Section 18.11: Conditional Uses*, and subject to the following criteria:

- (a) The commercial uses in the development may be limited in hours of operation, size of delivery trucks and type of equipment.
- (b) The residential uses shall be designed so that they are compatible with the commercial uses.
- (c) Residential and commercial uses shall not occupy the same floor of a building.
- (d) Residential and commercial uses shall not share the same entrances.
- (e) The number of residential dwelling units shall be controlled by the dimensional standards of the B-2 district. A dwelling unit density of .5 (1/2) dwelling units per 1,000 square feet of the gross floor area devoted to commercial uses, may be allowed (structures with less than 2,000 square feet devoted to commercial uses shall be allowed one dwelling unit). In no case, however, shall the overall dwelling unit density for a mixed use project exceed 4 dwelling units per acre.
- (f) Building height shall not exceed three stories.

(g) A minimum of 30 percent of the mixed use development shall be maintained as open space. The following may be used to satisfy the open space requirements: areas used to satisfy water management requirements, landscaped areas, recreation areas, or setback areas not covered with impervious surface or used for parking (parking lot islands may not be used unless existing native vegetation is maintained).

(h) The mixed commercial/residential structure shall be designed to enhance compatibility of the commercial and residential uses through such measures as, but not limited to, minimizing noise associated with commercial uses; directing commercial lighting away from residential units; and separating pedestrian and vehicular access ways and parking areas from residential units, to the greatest extent possible.

(i) Off-street parking spaces for the mixed residential and commercial uses shall be the sum total of the residential and commercial uses computed separately (See *Article 15: Parking and Loading Requirements*).

Proposed Zoning Requirements

Section 4.3 RSF-2, Single Family District

4.3.1 *Generally.* This zoning district is provided to afford the opportunity for the choice of a moderate density residential environment consisting of single family homes.

4.3.2 *Permitted uses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses shall be permitted:

- (a) The following general industrial uses: extraction or removal of natural resources on or under land.
- (b) The following transportation, communication, and utility uses: water well (public or private).
- (c) The following agricultural uses: Silviculture.
- (d) Single family dwellings including manufactured housing and mobile homes.
- (e) Accessory structures and uses.
- (f) The following institutional use: church or similar religious facility.

4.3.3 *Conditional uses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses may be allowed as conditional uses:

- (a) Outdoor recreation uses.
- (b) The following institutional uses: day care home; fire station; school (public or private).
- (c) The following general commercial uses: country club.

4.3.4 *Special exception.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following use and structures designed for such use may be allowed as a special exception:

The following local commercial use: bed and breakfast or tourist home (see *Section 13.11: Bed and Breakfast Establishments*).

4.3.5 *Area and dimensional ordinances.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, *Section 12.4: Height Modifications*, *Section 12.5: Yard Requirements*, *Section 12.6: Coastal Areas*, *Section 12.8: Highway Construction Setbacks*, *Section 18.6 Variances*, and *Article 20: Nonconformities*, the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	35-Feet
Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet
Minimum Lot Area	15,000 Square Feet
Minimum Lot Width at Building Line	80-Feet
Minimum Lot Width at Street Line	40-Feet
Maximum Ground Coverage Ratio	.35

Agency Comments

Permit/Subdivision Manager, Seth Peterson: Scenic Highway 98 is classified as a minor arterial. Please note, the Highway Construction Setback is 100-feet from the centerline of Scenic Highway 98.

Baldwin County Highway Department, Frank Lundy: No comments.

ADEM (J. Scott Brown):

Good morning DJ:

Based on a desktop review, these lots are located in the coastal area (ADEM Admin. Code r. 335-8-1-.02[k]) and contain coastal wetlands which are regulated coastal resources. Therefore, any activity impacting any portion of wetlands located on these lots is regulated under ADEM Admin. Code r. 335-8-2-.02. The applicant should be made aware that dredging or filling any areas on the parcels which are or could be delineated as wetlands (ADEM Admin. Code r. 335-8-1-.02[nnn]) requires prior review and approval by both the U.S. Army Corps of Engineers and the ADEM. Unauthorized impacts to any wetlands on these parcels would be subject to enforcement action by the ADEM.

v/r,

J. Scott Brown, Chief

Mobile Branch Office

Field Operations Division

ADEM

251.304.1176

Municipality (City of Fairhope): This application is within the City of Fairhope's Planning Jurisdiction and will therefore require City approval.

Staff Analysis and Findings

The following factors for reviewing zoning amendments are found in Section 19.6 of the *Baldwin County Zoning Ordinance*. These factors are to be considered when an application is being reviewed for rezoning.

1.) Is the requested change compatible with the existing development pattern and the zoning of nearby properties?

The subject property is currently vacant. The property adjoins Scenic Highway 98 to the west. The adjoining properties are residential, commercial and undeveloped.

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 26 was approved by the County Commission on September 1, 1993. The majority of residential lots throughout Planning District 26 are zoned RSF-1 and RSF-2. With a few exceptions, this has remained relatively constant.

3.) Does the proposed zoning better conform to the Master Plan?

The Baldwin County Master Plan, 2013, provides a future land use designation of Commercial for the subject property. If the rezoning is approved, the Future Land Use Map will be amended to reflect a designation of Residential.

4.) Will the proposed change conflict with existing or planned public improvements?

No conflicts.

5.) Will the proposed change adversely affect traffic patterns or congestion?

The property is currently vacant. As a result, any new development, whether commercial or residential, will bring about an increase in traffic. With commercial development, the exact impact would be difficult to ascertain because it would be dependent upon the nature of the specific use, as well as other factors such as hours of operation. The impact with residential development would most likely be less than with commercial development.

6.) Is the proposed amendment consistent with the development patterns in the area and appropriate for orderly development of the community? The cost of land or other economic considerations pertaining to the applicant shall not be a consideration in reviewing the request.

See response to Standard Number 1.

7.) Is the proposed amendment the logical expansion of adjacent zoning districts?

Adjacent properties are zoned B-2 and RSF-1. Properties to the northwest and southwest are zoned RSF-2. The nearest area with a different designation is located directly to the northeast of the subject property. This area, which consists of approximately one (1) acre is zoned RMF-6, Multiple Family District. It includes three (3) lots which were recently subdivided and recorded.

8.) Is the timing of the request appropriate given the development trends in the area?

Timing is not a factor.

9.) Will the proposed change adversely impact the environmental conditions of the vicinity or the historic resources of the County?

The majority of the subject property is located within the Point Clear/Battles Wharf Historic District. As a result, any new construction will require the approval of the Baldwin County Architectural Review Board.

Please see Agency Comments, listed above, for wetland issues discussed by ADEM.

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.

Requests for rezoning from commercial to residential designations are typically approved without controversy. The case at hand, however, the original request for RSF-4 generated significant opposition from nearby property owners. It appears that the revised request for RSF-2 will be better received.

Staff Comments and Recommendation

As stated previously, the subject property is currently zoned B-2, Neighborhood Business District. The designation of RSF-2, Single Family District, has been requested. If the rezoning is approved, the smaller parcel (05-56-03-31-0-000-020.001) will remain as is. The larger parcel (05-56-03-31-0-000-020.000) would be subdivided into two (2) lots which would meet the area and dimensional requirements for the RSF-2 designation. This application was originally submitted as a request for RSF-4, and was recommended for approval on October 4, 2018. It has been returned to the Planning Commission in order to be re-advertised and reconsidered as a request for RSF-2.

Staff believes that this is a reasonable request which should be recommended to the County Commission for **APPROVAL**. * Comments from the public hearing should be considered as the Planning Commission determines its recommendation.

**On rezoning applications, the County Commission will have the final vote.*

Property Images





**ADJOINING PROPERTY
TO THE WEST**

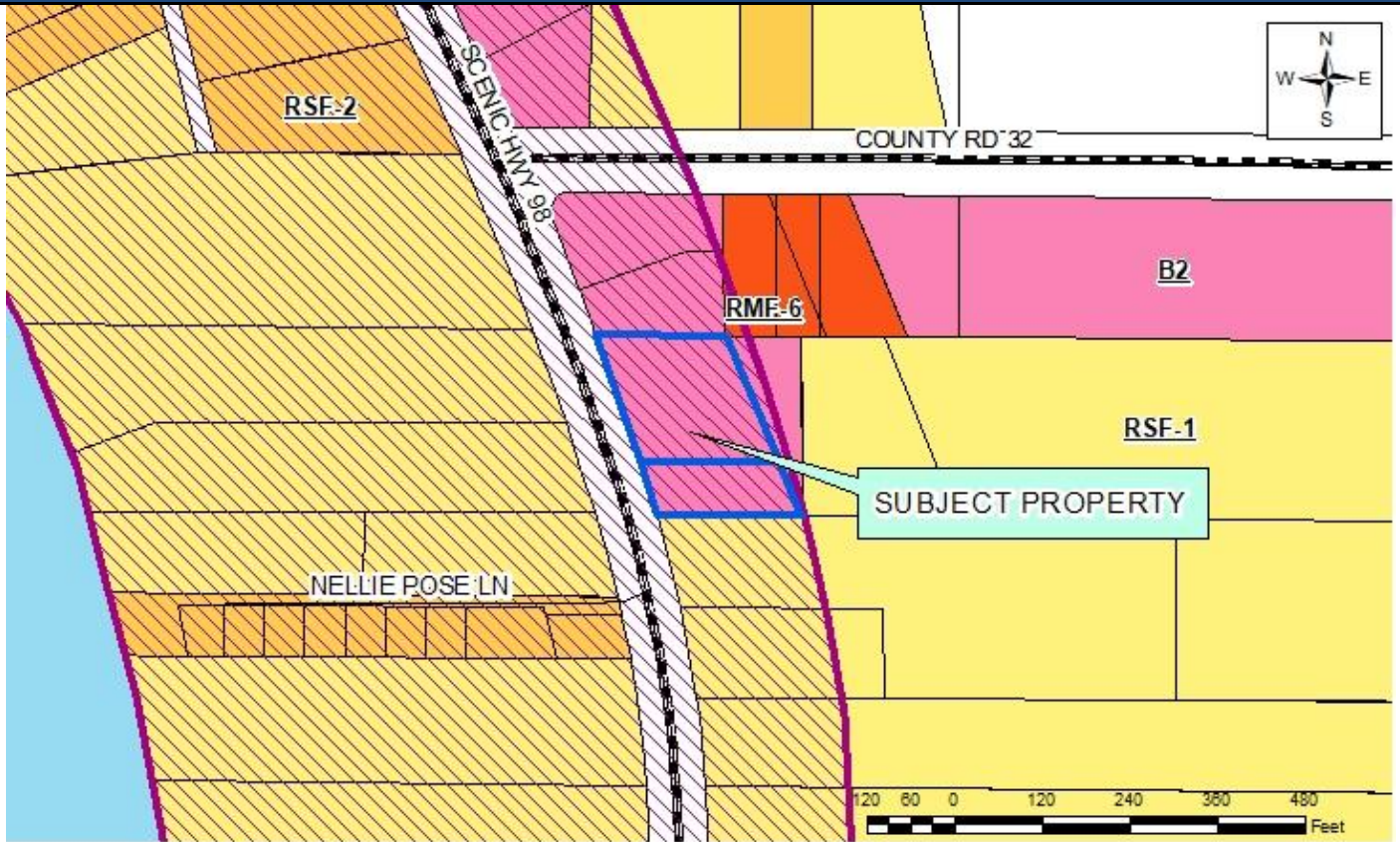
09/11/2018



**ADJOINING PROPERTY
TO THE NORTH**

09/11/2018

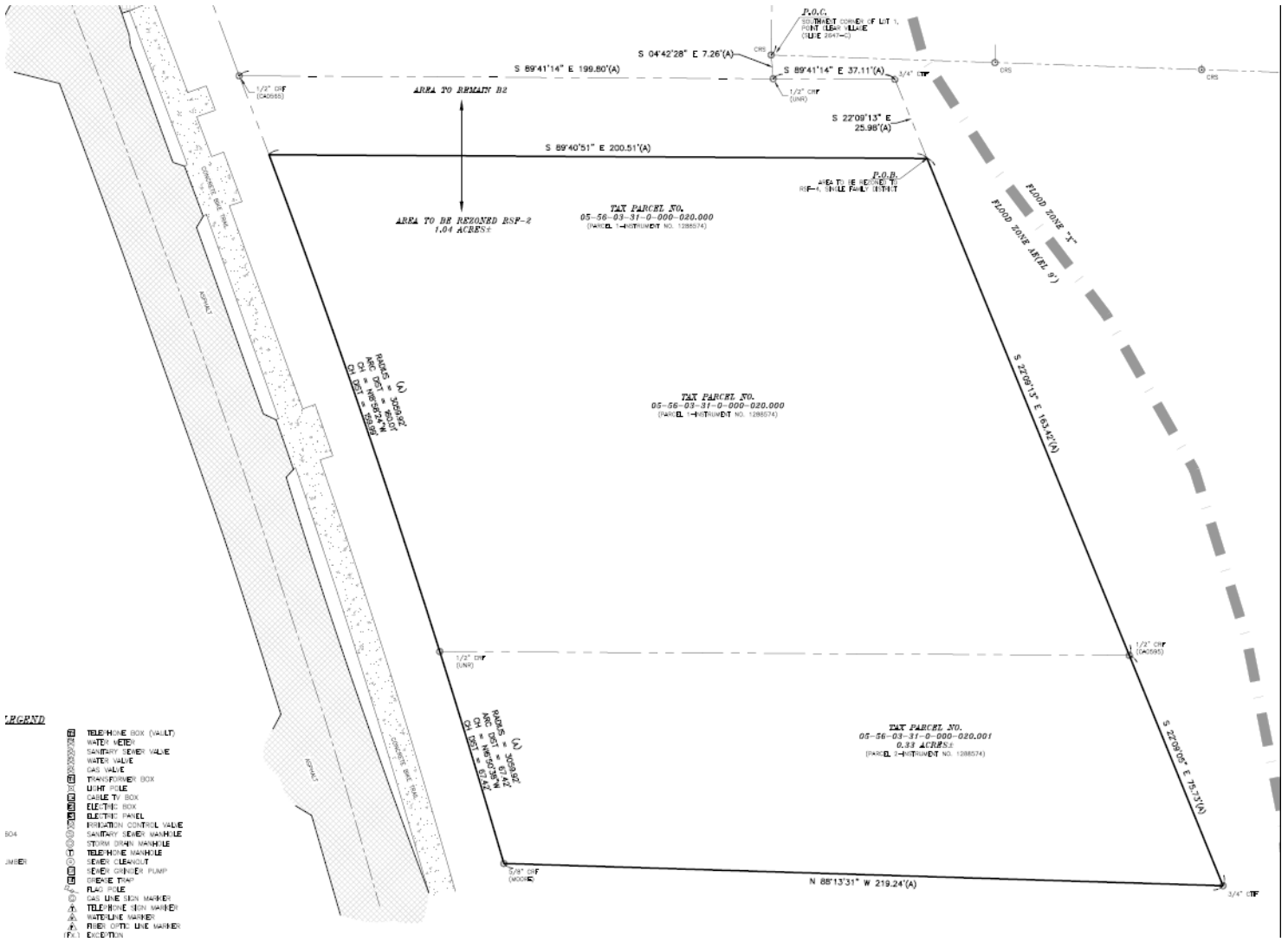
Locator Map



Site Map



Larger View of Survey



STATE OF ALABAMA

COUNTY OF BALDWIN

RESOLUTION # 2019-013

DETERMINATION OF THE BALDWIN COUNTY COMMISSION, REGARDING **Case No. Z-18041, Dorgan Property**, SUCH DETERMINATION AS AUTHORIZED PURSUANT TO ACT NO. 91-719, AS AMENDED.

WHEREAS, William Dorgan has petitioned the Baldwin County Commission to rezone certain property, in Planning (Zoning) District No. 26, for property identified herein and described as follows:

PARCEL 1 (05-56-03-31-0-000-020.000)

175' X 200' WILLIAM HALL SURVEY PT OF LOT 7 DESC AS: BEGINNING AT THE INTERSECTION OF N/L OF SD LOT WITH THE E RIGHT-OF-WAY OF US HIGHWAY 98, THENCE RUN E 200', THENCE SE 175, THENCE W 200', THENCE NW 175' TO THE POINT OF BEGINNING, GR SEC 31-T7S-R2E (WD-SURVIVORSHIP)

PARCEL 2 (05-03-31-0-000-020.001)

70' X 200' WILLIAM HALL SURVEY PT OF LOT 7 DESC AS: BEGINNING AT THE INTERSECTION OF THE N/L SD LOT WITH THE E RIGHT-OF-WAY OF US HIGHWAY 98, RUN THENCE SE ALG SD R/W 175' FOR THE POINT OF BEGINNING, THENCE RUN E 200', THENCE SE 70', THENCE W 200', THENCE NW ALG US HIGHWAY 98, 70' TO THE POINT OF BEGINNING, SEC 31-T7S-R2E (WD-SURVIVORSHIP)

Said property consisting of approximately 1.04 acres.

Otherwise known as tax parcel numbers **05-56-03-31-0-000-020.000** and **05-56-03-31-0-000-020.001**, as found in the office of the Revenue Commissioner of Baldwin County, Alabama; and

WHEREAS, the petitioner has requested that the property herein identified be rezoned from B-2, Neighborhood Business District, to RSF-2, Single Family District; and

WHEREAS, the Baldwin County Planning and Zoning Commission held a public hearing on January 3, 2019, and voted to recommend **APPROVAL** to the Baldwin County Commission; and

WHEREAS, the Baldwin County Commission held a public hearing on January 15, 2019; and

WHEREAS, the requirements of Act No. 91-719, as amended by Act No. 93-668, as amended by Act No. 98-665, as amended by Act No. 2006-609, and further amended by Act No. 2010-719, regarding procedures to consider this rezoning request, which would affect the Planning (Zoning) District Boundary designations of the Planning (Zoning) District No. 26 Official Map, have been met; now therefore

BE IT RESOLVED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, That the petitioner's request to rezone the property (Case No. Z-18041, Dorgan Property) as herein identified and described and as found within the confines of Planning (Zoning) District No. 26 from to B-2, Neighborhood Business District, to RSF-2, Single Family District, which amends the Planning (Zoning) District Boundary designations of the Planning (Zoning) District No. 26 Official Map, is hereby **APPROVED**.

DONE, Under the Seal of the County Commission of Baldwin County, Alabama, on this the 15th
day of January, 2019.

Honorable Charles F. Gruber, Chairman

ATTEST:

Ronald J. Cink, County Administrator/Budget Director

Planning and Zoning
Department

Memo

To: Anu Gary, Records Manager
From: DJ Hart
CC: Sharon Grant, Accounting
Date: 1/7/2019
Re: Z-18041 Dorgan Property

Proof of Advertisement for the Baldwin County Planning and Zoning Commission Public Hearing on 1/3/2019.

Anu:

Attached is the original Proof of Publication for the Baldwin County Planning and Zoning Commission public hearing for case:

Z-18041 Dorgan Property

The Planning and Zoning Commission meeting was held **Thursday January 3, 2019**.

The County Commission public hearing is scheduled for **Tuesday January 15, 2019**

Please let me know if you have any questions.

Thank You,

DJ Hart

GULF COAST MEDIA

A DIVISION OF OPC NEWS, LLC
PO BOX 1677 • SUMTER, SC 29150

FOLEY 251.943.2151
The Courier – The Islander
The Onlooker
The Baldwin Times

LEGAL REP - 251-345-6805

**PROOF OF PUBLICATION
STATE OF ALABAMA • BALDWIN COUNTY**

Before me, the undersigned authority in and for said County, in said State, personally appeared April M. Wallace 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:

12/19/2018

a legal notice, a copy of which is hereto attached. The sum charged by the Newspaper for said publication does not exceed the lowest classified rate paid by commercial customers for an advertisement of similar size and frequency in the same newspaper(s) in which the public notice appeared.

There are no agreements between the Newspaper and the officer or attorney charged with the duty of placing the attached legal advertising notices whereby any advantage, gain or profit accrued to said officer or attorney.

X April M. Wallace
April M. Wallace, Legal Ad Representative

X Amber Kimbler
Amber Kimbler, Notary Public
Baldwin County, Alabama
My commission expires April 10, 2022



AMBER KIMBLER
My Commission Expires
April 10, 2022

Sworn and subscribed to on 12/19/2018.

BALDWIN COUNTY PLANNING & ZONING

Acct#: 983695

Ad#: 293622

Dorgan Property-BCPZ Commission

Amount of Ad: \$103.04

Legal File# Dorgan Property

**BALDWIN COUNTY
PLANNING & ZONING
COMMISSION
BALDWIN COUNTY
PLANNING & ZONING
DEPARTMENT**

Mailing Address
22251 Palmer Street
Robertsdale, AL 36567
Phone: (251) 580-1655
Fax: (251) 580-1656

Physical Address
22070 Highway 59
Robertsdale, AL 36567
Phone: (251) 580-1655
Fax: (251) 580-1656

Foley Office
201 East Section Avenue
Foley, AL 36535
Phone: (251) 972-8523
Fax: (251) 972-8520

**NOTICE OF
PUBLIC HEARING**

Case No. Z-18041
Dorgan Property
Planning District 26

Notice is hereby given that the Baldwin County Planning & Zoning Commission will conduct a public hearing concerning a request submitted by William Dorgan, owner of property located on Scenic Hwy 98 in Planning District 26. The applicant is requesting approval to rezone 1.04± acres from B-2 - Local Business District to RSF-2 Single Family District. The

Parcel Identification Numbers are 05-56-03-31-0-000-020.000 and 05-56-03-31-0-000-020.001.

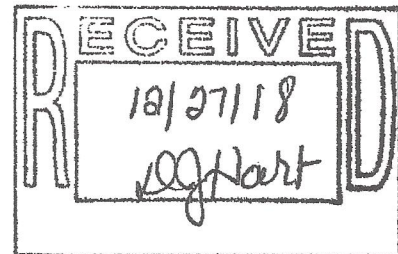
The public hearing will be conducted during the next regular meeting of the Baldwin County Planning & Zoning Commission which is scheduled for Thursday, January 3, 2019, beginning at 6:00 p.m. at the Baldwin County Central Annex, 22251 Palmer St. in Robertsdale, AL.

The said application will be considered by the Baldwin County Planning & Zoning Commission pursuant to Alabama Code 45-2-261. The application materials are available for public review at the office of the Baldwin County Planning & Zoning Department, 22070 Hwy 59 in Robertsdale, AL, or at the Foley Satellite Courthouse, 201 East Section Avenue in Foley, Alabama during normal business hours. If you desire to speak with someone by telephone about this application please contact the Baldwin County Planning and Zoning Department at (251)580-1655. If you desire to submit written comments, please address your correspondence to:

Baldwin County Planning
& Zoning Department
22251 Palmer Street
Robertsdale, AL 36567

You may fax your comments to Planning & Zoning Department at (251)580-1656. If you desire to address the Planning Commission in person, about this application please attend the public hearing at the time and location listed above.

Public participation is solicited without regard to race, color, national origin, sex, age, religion, disability or family status. Persons who require special accommodations under the Americans with Disabilities Act or those requiring language translation services should contact the Baldwin County Planning & Zoning Department at 251-580-1655.
December 19, 2018



Planning and Zoning
Department

Memo

To: Anu Gary, Records Manager
From: DJ Hart
CC: Sharon Grant, Accounting
Date: 1/7/2019
Re: Z-18041 Dorgan Property

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Z-18041 Dorgan Property

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Thank You,

DJ Hart

GULF COAST MEDIA

A DIVISION OF OPC NEWS, LLC
PO BOX 1677 • SUMTER, SC 29150

FOLEY 251.943.2151
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12/19/2018, 12/26/2018, 01/02/2019

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X April M. Wallace
April M. Wallace, Legal Ad Representative

X Amber Kimbler
Amber Kimbler, Notary Public
Baldwin County, Alabama
My commission expires April 10, 2022



AMBER KIMBLER
My Commission Expires
April 10, 2022

Sworn and subscribed to on 01/02/2019.

BALDWIN COUNTY PLANNING & ZONING

Acct#: 983695

Ad#: 293623

Dorgan Property-BC Commission

Amount of Ad: \$303.24

Legal File# Dorgan Property

**BALDWIN COUNTY COMMISSION
BALDWIN COUNTY PLANNING & ZONING DEPARTMENT**

Mailing Address
22251 Palmer Street
Robertsdale, AL 36567
Phone: (251) 580-1655
Fax: (251) 580-1656

Physical Address
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Dorgan Property
Planning District 26

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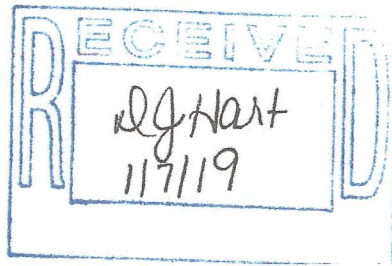
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December 19-26, 2018;
January 2, 2019





THE COURIER • THE ONLOOKER • THE ISLANDER • THE BALDWIN TIMES

Printer Affidavit:

This is to certify the attached advertisement

Appeared in * Issue of Gulf Coast Media.

The Onlooker & The Courier & The Islander

Publication Date(s):

12/26/18

Account # 987101 PO # Z-18041

Cost \$ 312 Ad # 233059

Bethany Randall

Bethany Randall

Ad Representative

Bill To:

Baldwin Co. Planning
201 East Section Ave
Foley, AL 36535

Mail payments to:

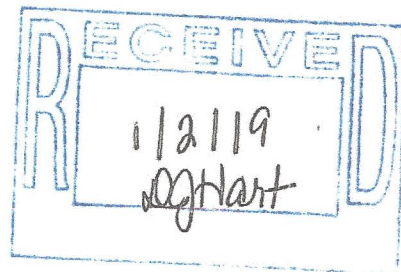
Gulf Coast Media PO Box 1677- Sumter, SC 29151

Sworn to and subscribe before me

This 2nd day of January, 20 19
Amber Kimbler

Amber Kimbler

Notary Public for Alabama



AMBER KIMBLER
My Commission Expires

HealthActions Physical Therapy opens in Daphne

HealthActions Physical Therapy has opened a new location in Daphne. The Eastern Shore Chamber of Commerce helped celebrate with a ribbon cutting Dec. 11.

The Daphne location is the 9th practice for HealthActions Physical Therapy since they opened their doors 37 years ago in Jackson, Alabama.

They focus on hands-on treatment with emphasis on treating the movement system of the body.

The two owners wanted to treat areas

that are typically underserved so they've focused on rural locations. Their goal is to assist primary care and family medicine physicians to promote wellness in our communities.

Therapists are encouraged to hold a clinical doctorate degree. They are also working toward scholarships to support students returning to rural areas.

They offer free assessments. HealthActions is open Monday through Friday. You can give them a call at 251-410-0620 to schedule an appointment.



SUBMITTED PHOTO

KinderKids Learning Center Inc. under new ownership

KinderKids Learning Center Inc. is under new ownership. The Eastern Shore Chamber of Commerce helped them celebrate with a ribbon cutting Dec. 7.

Mike and Johnnie Frost are the new owners. Johnnie Frost has a master's degree in Elementary Education and taught in the Mobile Public School System for several years before leaving to start a family.

She grew up in Fairhope and has strong ties to the Eastern Shore.

KinderKids is a childcare facility focused on early childhood education. Frost says, "The previous facility had a well-established reputation in the community, and we have built upon that reputation."

KinderKids Learning Center's mission is to provide children the foundation needed for

school readiness and success by providing early learning experiences that are developmentally appropriate, engaging and fun.

They are a proud participant in the Alabama Department of Early Childhood's Pre-K Program.

To learn more about KinderKids Learning Center, visit them online at www.kinderkidsinc.com.



SUBMITTED PHOTO

NEED EXTRA COPIES OF A PAPER?

For extra copies of an edition of a Gulf Coast Media newspaper, contact the GCM office, 901 N. McKenzie St. in Foley, to order them and arrange a pick-up time.

The Rest of the Story

Last week I wrote from my daughter's hospital room, and this week I write from here again. Her stay has been longer than expected; her battle with dengue fever tougher than predicted. But the doctors say the worst is over, and we are likely heading home soon. I've never had a Christmas season quite like this one (and I hope never to have another), but these events have given me a new perspective on The Event. The fear, waiting, helplessness, and hoping of the hospital are much more akin to the context of the first Christmas than the warm and cozy Rockwellian cast we give to our contemporary celebrations. Our fundamental needs are simplified and super-heated here—they burn away all that is superfluous and inconsequential. "Superfluous" and "inconsequential" all too often exactly describe our December scurrying. The particular dynamic of Emily's illness has also brought clarity to my Christmas. She got desperately sick on a mission trip to a third-world country, and I've been battling an impulse toward a particular solution for keeping this from happening again: I'll just insist that she stay right here in the good of U.S. of A. from now on. But she's made it clear to me that she'd rather

a position? Because that's what Jesus did at Christmas. "He did not consider equality with God something to be grasped but he emptied himself by taking the form of a servant, being born in the likeness of men. And being found in human form, he humbled himself by becoming obedient to the point of death, even death on a cross" (Phil 2:6-8). The Christmas event redeemed the world because the cradle of Bethlehem was connected to the cross of Golgotha. Emily's week has reinforced this truth. When I whispered to her as she lay resting in her hospital bed that I had told her missions story at church earlier in the day, she whispered back, "The story is not over." No, because of Jesus, the story is not over.



Dr. Eric Hankins, Senior Pastor

West Baptist Church

BALDWIN COUNTY COMMISSION BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

Mailing Address	Physical Address	Foley Office
22251 Palmer Street Robertsdale, AL 36567 Phone: (251) 580-1655 Fax: (251) 580-1656	22070 Highway 59 Robertsdale, AL 36567 Phone: (251) 580-1655 Fax: (251) 580-1656	201 East Section Avenue Foley, AL 36535 Phone: (251) 972-8523 Fax: (251) 972-8520

NOTICE OF PUBLIC HEARING

Case No. Z-18041
Dorgan Property
Planning District 26

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You may fax your comments to Planning & Zoning Department at (251)580-1656. If you desire to address the Baldwin County Commission in person about this application please attend the public hearing at the time and location listed above.

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Community Calendar

Put on A String of Pearls, Take the "A" Train, and Get In the Mood for a night of music and dancing with the **City Rhythm Big Band**. The 40-piece "big band" performs monthly at the Loxley Civic Center, 4198 Municipal Park Drive, Loxley. Dances are from 7 to 10 p.m. Admission is \$10. Dances for 2019 include Jan. 26, Feb. 23, March 23, April 27 and May 11. For more information email jeanneau@gulfnet.com, visit the City Rhythm Big Band page on Facebook or call band manager Bill Clark at 251-554-5497.

Central Baldwin Chamber

of Commerce's 2019 Annual Banquet tickets are available now at the Chamber office, 23150 Alabama 59, Robertsdale. Tickets are \$40 each, \$75 per couple, or \$300 for a table of eight. Deadline for reservations is Jan. 8. Sponsorship deadline is Jan. 3 with prices ranging from Bronze (\$275) to Diamond (\$1,000). Home is the theme for this year's banquet featuring a special nod to Alabama's bicentennial celebration. Presenting sponsor is Baldwin EMC. The banquet will be held Thursday, Jan. 17 at the Baldwin County Coliseum, 19477 Fairground

Road, Robertsdale. Social hour and silent auction begins at 5 p.m. Dinner starts at 6:30 with the awards program at 7. For more information call 251-947-2626 or email gquezada@centralbaldwin.com or bbutler@centralbaldwin.com.

Communion and Candlelight services will be held nightly beginning at 6 p.m. Christmas Eve through Dec. 27 at the First United Methodist Church, 120 W. Second St., Bay Minette. For more information call 251-937-8303.

Alabama Gulf Coast Music

Hall presents Happy New Year Dinner-Show-Dance, Dec. 31. Featuring "The Human Jukebox" with Don & Shane, 6 - 7:30 p.m. while you dine on a delicious New Year Dinner! Then, "Elvis Remembered" featuring the Amazing Shane Tucker, 8 - 9 p.m. Beginning at 9, dance into New Year 2019 with "The Promised Land Band." For advance tickets & info, call 251-978-2462 or 251-978-7317. Advanced tickets \$50, at the door \$60 per person. Reserved front tables for 8 \$400 (includes entire show, dinner, and dancing.) Dance only, advance \$20, at the door

\$25 (after 9 p.m.) BYOB allowed. For more information, check their website at www.alabamabarnagulfcoastmusicall.com.

The Alabama Gulf Coast Music Hall (12615-A Foley Beach Express, next to Waffle House) presents its January Attractions: **Branson on the Road**, Jan. 4, shows at 6 p.m. & 7 p.m.; **Cherry Pie**, Jan. 5, 11, 12, 14, 22, 23, & 24; **Dakota**, Jan. 7, 8, 10, 19, 21, 28, 29, & 30; **Rockabilles**, Jan. 9, 15, 16, 25, 26, & 31; **Johnny Counterfeit Show** (two shows), Jan. 18. For showtimes, ticket prices, information and purchasing,

and information, check out their website at www.alabamagulfcoastmusicall.com or call 251-978-2462. Events are subject to change.

First Wednesday Prayer will be held from noon to 1 p.m. Wednesday, Jan. 2 in the auditorium at the Baldwin County Central Annex, 22251 Palmer St., Robertsdale. This is a monthly gathering of community and business leaders to simply come together to pray for our communities and nation. For more information contact Pastor John Schell at harvest@gulfnet.com.

RHS NJROTC donates to Toys for Tots



JOHN UNDERWOOD / STAFF PHOTO

Members of the Robertsdale High School Naval Junior ROTC presented a donation of more than 1,650 toys to Jonathan Roath with the Marine Corps League Detachment 1370, Joseph Whitehead Attachment, for the Marine Corps annual Toys for Tots program. Chief Petty Officer Edward "Theo" Theodoro and Principal Joe Sharp said they wished to thank all of those who donated toys for the school-wide project, including the R.A.C. in Robertsdale who set up a drop-off point, Zoey Meador and the Kappa Zeta Sigma Chapter of Sigma Gamma Rho sorority, who donated 50 toys. The ROTC's fourth period "Snifty" company had the most donations with more than 500. RHS is the only school in Baldwin County to set up as an official drop-off point for Toys for Tots.

Operation Christmas Child



SUBMITTED PHOTO

The Mission Friends, Girls in Action (GIA's) and Royal Ambassadors (RA's) at Southside Baptist Church in Bay Minette packed shoeboxes filled with toys and gifts as part of Operation Christmas Child. In all, they filled 30 shoeboxes which will be delivered to children in countries that face war, famine, and natural disasters. Thank you for your generosity.

BALDWIN COUNTY COMMISSION BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

Mailing Address 22251 Palmer Street Robertsdale, AL 36567 Phone: (251) 580-1655 Fax: (251) 580-1656	Physical Address 22070 Highway 59 Robertsdale, AL 36567 Phone: (251) 580-1655 Fax: (251) 580-1656	Foley Office 201 East Section Avenue Foley, AL 36535 Phone: (251) 972-8523 Fax: (251) 972-8520
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NOTICE OF PUBLIC HEARING Case No. Z-18041 Dorgan Property Planning District 26

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Dr. Eric Hankins,
Senior Pastor

First Baptist Church

Community Calendar

ONGOING

Mondays

The Orange Beach Public Library has officially started its **chess club**. The club will meet weekly on Mondays from 1:45 – 3:45 p.m. and Saturdays from noon – 2 p.m. The Monday club will meet in the meeting room, and the Saturday group will meet in the reading room in the back. If you have any questions, please contact Dustin McDowell, Adult Services Librarian at dmcowell@cityoforangebeach.com or by phone at 251-981-2923.

MakerSpace hours will be held 11:30 a.m. – 12:30 p.m. every Monday morning. Please note, MakerSpace materials are available for use by request at any time that the meeting room is open.

Orange Beach Public Library-Mondays at 2 p.m.: **Lego Club**- Stop by the library and BUILD! Creations will be on display in the library for the following week. Ages 5 and up.

The monthly **community potluck** in Orange Beach will be the first Monday of every month until May at 6 p.m. at the Community Center. Please bring a dish to pass that will feed 8 to 10 people. Our program for the Jan. 7 meeting will feature ballet dancing. Students from the Coastal Ballet Academy will demonstrate several dance styles. Narration will be by Artistic Director Madame Rio Corby.

Tuesdays

Orange Beach Public Library: Tuesdays at 10 a.m.: **Book Buddies**- Stories, songs, rhymes, games, and crafts designed to teach toddlers and preschoolers early reading skills. Ages 0-6.

Thursdays

Children of all ages are invited to join in the fun with Miss

Amy, Children's Librarian of the Thomas B. Norton Public Library in Gulf Shores for **Once Upon a Story Time**. Games, crafts, a snack, and, of course, a great story, are all part of the program. Join us every Thursday at 10:30 a.m.

Orange Beach Public Library: Thursdays at 10 a.m.: **The Young and the Restless**- Sing, dance and reveal your inner musician at our music and movement time for children ages birth to 5 and their caregivers. Our music time is dynamic and interactive, so come ready to participate in the fun. Ages 0-5.

Thursdays at 2 p.m.: **Afternoon Adventures at the Orange Beach Rec Center**- Special guests use the larger space provided by the Rec Center to entertain and educate. This year's guests include Animal Tales, Russel Davis Magic, All Hands Puppetry, music with Beatin' Path, animals from Freedom Ranch, Wheelies Karate, and more. All ages.

Saturdays

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UPCOMING

December 26

Gulf State Park activities:
8 a.m. – **Early Bird Fitness:** Meet in the Activities Bldg.
9 a.m. – **Prime Time Fitness:** Meet in the Activities Bldg.
10 a.m. to Noon – **Volleyball:** Meet in the Volleyball Courts.

Meet at the Volleyball Courts. **10 a.m. – Video: Crash: A Tale of Two Species:** (60 min.) This is an awesome tale of a tiny shorebird and its dependence on one of Earth's most prehistoric creatures, the horseshoe crab. Meet at the GSP Education Building for this program.

2 p.m. – Geo Caching 101: Geocaching is a world-wide 'treasure hunt' that combines a little bit of technology with exploring the great outdoors. Come to the Nature Center with a handheld GPS or Smartphone to learn the basic of Geo Caching. You will then have the opportunity to apply the skills you have learned to locate caches around the park.

December 27

Gulf State Park activities:
10 a.m. – **Video: Born Wild - The First Days of Life:** (50 min.) Across the animal kingdom, some of the most essential lessons – and the most extreme challenges – occur in the first moments of life. Understandably, the process of birthing and raising young is one of the most stressful experiences an animal can endure. And it is in these very trials that the most extraordinary glimpses of life in the wild come to light. Meet at the GSP Education Building for this program.

2 p.m. – Guided Pier Walk: Meet at the Gulf State Park Fishing Pier concession stand for a free guided tour along the pier. Our Naturalist will talk about some amazing facts about the pier as well as point out various wild life in the water and around the pier.

December 28

Gulf State Park activities:
8 a.m. – **Early Bird Fitness:** Meet in the Activities Bldg.
9 a.m. – **Prime Time Fitness:** Meet in the Activities Bldg.
10 a.m. to Noon – **Volleyball:** Meet at the Volleyball Courts.
10 a.m. – **Frogs and Toads:**

Do you know the difference between frogs and toads? Hop on over to the Nature Center to learn about the native frogs and toads in Gulf State Park. **2 p.m. – Snake Encounters:** Visit the Nature Center to learn all about our native snakes. You will learn how to identify the local venomous species and why these creatures are an important part of our environment. Bring a camera and get your picture touching a beautiful snake.

December 29

Gulf State Park activities:
10 a.m. – **Radical Raptors:** The Great Horned Owl-Come to the Nature Center to meet The Doctor a Great Horned Owl and learn why she is a **RADICAL RAPTOR!!!**

2 p.m. – Video: Secret Life of Birds: Episode 5 – Designed for a Welsh Life (29 min.) Host and wildlife expert Iolo Williams explores bird design – their ability to fly, the way their beaks are designed, and how their color and camouflage enables them to live in many different habitats. Meet at the GSP Education Building for this program.

After we make it through all those sweet treats and savory goodness from the holidays, we like to jump right back on track... so let's all Make it to the Line to start shedding some of that turkey, dressing and wine. Run, jog, walk or crawl to the line during **Flora-Bama's 31st Annual Make it to the Line 4-mile Run!**

Walk & 1-Mile Fun Run. Don't forget to make plans to hang out and enjoy all of the post-race fun. Complimentary food and beverages are available to participants immediately following the race. (Racers – Remember to bring the tickets that are included in your packet!) A portion of the proceeds from this race will benefit the Secret Santa program. It helps local families in need with gifts at Christmas, clothing, food, etc. Register online here: <https://makeittotheline.itsyourrace.com/register>

December 31

Noon Year's Eve at LuLu's is a fun filled day for kids and adults alike. Crafts, kid safe fireworks (bubble wrap), and a sand castle building contest are only the tip of the iceberg. When the clock strikes NOON there will be a beach ball drop. Hundreds of colorful beach balls will flood LuLu's beach, but the excitement doesn't stop there: A live band, face painting, balloon animals, and more will be at LuLu's to start your New Year's celebration off right. LuLu's will be closing at 3pm to allow staff to spend time with their families for New Years. We will reopen on Wednesday, Jan. 2 at 11 a.m.

Tacky Jack's Gulf Shores will host its **Annual New Year's Eve Bushwacker Drop** for those wanting an earlier celebration to bring in 2019. The party starts at 6 p.m., with live music by the Barstool Surfers. Bushwacker and balloon prize drops are scheduled at 8 p.m. Cost is \$25 per person which includes a buffet. Drink specials available. RSVP reservations to (251) 948-8881. The restaurant is located on the Intracoastal Waterway at 240 E 24th Ave. in Gulf Shores.

Perdido Beach Resort once again welcomes guests to ring in the New Year at the Island's hottest **New Year's Eve Party**. Guests have the option to partake in a full course dinner in either the Grand Ballroom or Voyagers, which will consist of specialty dishes prepared by PBR's award winning Executive Chef, Brody Olive. So, keep the drinks pouring all night long, the tunes jumping with the world-famous Mixed Nuts and bring in the New Year's with a laser light show by Pyrotechnic at midnight with a toast in a complimentary Champagne Flute to commemorate the start of a new year. Reservations for the Grand Ballroom is \$99 (+tax) per person and in Voyagers at \$125 (+tax) per person. Call for Tickets at 251.981.9811 ext. 103 or visit our website for more info.

January 1

Join us as we hit the water at high noon on New Year's Day at the Gulf Shores Main Public Beach, across from The Hangout, for the **Polar Bear Dip**. The party starts at 11 a.m. with entertainment by DJ Chuck-E-Chill. Enjoy the beach bonfire, games, and

SEE CALENDAR, PAGE 18

The Rest of the Story

Last week I wrote from my daughter's hospital room, and this week I write from here again. Her stay has been longer than expected; her battle with dengue fever tougher than predicted. But the doctors say the worst is over, and we are likely heading home soon. I've never had a Christmas season quite like this one (and I hope never to have another), but these events have given me a new perspective on the Event. The fear, waiting, helplessness, and hoping of the hospital are much more akin to the context of the first Christmas than the warm and cozy Rockwellian cast we give to our contemporary celebrations. Our fundamental needs are simplified and super-heated here—they burn away all that is superfluous and inconsequential. "Superfluous" and "inconsequential" all too often exactly describe our December scurrying. The particular dynamic of Emily's illness has also brought clarity to my Christmas. She got desperately sick on a mission trip to a third-world country, and I've been battling an impulse toward a particular solution for keeping this from happening again: I'll just insist that she stay right here in the good 'ol U.S. of A. from now on. But she's made it clear to me that she'd rather suffer severely in the center of God's

a position? Because that's what Jesus did at Christmas. "He did not consider equality with God something to be grasped but he emptied himself by taking the form of a servant, being born in the likeness of men. And being found in human form, he humbled himself by becoming obedient to the point of death, even death on a cross" (Phil 2:6-8). The Christmas event redeemed the world because the cradle of Bethlehem was connected to the cross of Golgotha. Emily's week has reinforced this truth. When I whispered to her as she lay resting in her hospital bed that I had told her missions story at church earlier in the day, she whispered back, "The story is not over." No, because of Jesus, the story is not over.



Dr. Eric Hankins,
Senior Pastor

First Baptist Fairhope

BALDWIN COUNTY COMMISSION

BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

Mailing Address	Physical Address	Foley Office
22251 Palmer Street	22070 Highway 59	201 East Section Avenue
Robertsdale, AL 36567	Robertsdale, AL 36567	Foley, AL 36535
Phone: (251) 580-1655	Phone: (251) 580-1655	Phone: (251) 972-8523
Fax: (251) 580-1656	Fax: (251) 580-1656	Fax: (251) 972-8520

NOTICE OF PUBLIC HEARING

Case No. Z-18041 Dorgan Property Planning District 26

Notice is hereby given that the Baldwin County Commission will conduct a public hearing concerning a request submitted by William Dorgan, owner of property located on Scenic Hwy 98 in Planning District 26. The applicant is requesting approval to rezone 1.04± acres from B-2 - Local Business District to RSP-2 Single Family District. The Parcel Identification Numbers are 05-56-03-31-0-000-020.000 and 05-56-03-31-0-000-020.001.

The public hearing will be conducted during the next regular meeting of the Baldwin County Commission which is scheduled for Tuesday, January 15, 2019, beginning at 10:30 a.m. at the Baldwin County Administration Building, 322 Courthouse Square in Bay Minette, AL.

The said application will be considered by the Baldwin County Commission pursuant to Alabama Code 45-2-261. The application materials are available for public review at the office of the Baldwin County Planning & Zoning Department, 22070 Hwy 59 in Robertsdale, AL, or at the Foley Satellite Courthouse, 201 East Section Avenue in Foley, Alabama during normal business hours. If you desire to speak with someone by telephone about this application please contact the Baldwin County Planning and Zoning Department at (251)580-1655. If you desire to submit written comments, please address your correspondence to:

Baldwin County Planning & Zoning Department
22251 Palmer Street
Robertsdale, AL 36567

You may fax your comments to Planning & Zoning Department at (251)580-1656. If you desire to address the Baldwin County Commission in person about this application please attend the public hearing at the time and location listed above.

Public participation is solicited without regard to race, color, national origin, sex, age, religion, disability or marital status.

BALDWIN COUNTY PLANNING & ZONING COMMISSION

VOTING SHEET

Case # Z-18041

Dorgan Property

Rezone B-2 to RSF-2

January 3, 2019

Motion: TO RECOMMEND APPROVAL

Made by: ARTHUR OKEN

Motion Seconded by: DEWANE HAYES

MEMBER	IN FAVOR OF MOTION MADE	OPPOSED TO MOTION MADE
Sam Davis*	-	-
Dewane Hayes	X	
Kevin Murphy	X	
Arthur Oken	X	
Daniel Nance	X	
Doug Thomas	X	
Bonnie Lowry	A	A
Brandon Bias	A	A

*The Chairman only votes in the event of a tie.

MOTION TO RECOMMEND APPROVAL CARRIED
ON A VOTE OF 5-0

1 three cases tonight. If everybody that's here, if anyone
2 wishes to speak, you should have already signed up on the
3 table out front, if you have not done so and you wish to
4 speak.

5

6 **8 - CONSIDERATION OF APPLICATIONS AND REQUESTS: RE-ZONING CASES**

7

8 **8-A - CASE Z-18041, DORGAN PROPERTY**

9 CHAIRMAN SAM DAVIS: Okay. First case is
10 Z-18041, Dorgan property.

11 MR. VINCE JACKSON: Mr. Chairman, real quick,
12 before we get started on the agenda, I'd like to welcome
13 Commissioner Ball and Commissioner Underwood. They're
14 here with us for part of the meeting tonight. And we are
15 glad to have them here.

16 (Applause.)

17 CHAIRMAN SAM DAVIS: Thank you, Vince.

18 MR. VINCE JACKSON: And our first case this
19 evening is Z-18041, the Dorgan property. This is a
20 request to re-zone from B-2 to RSF-2.

21 This involves (one-point-oh-four) 1.04 acres to
22 allow a residential use on the subject property. This is
23 located on the east side of Scenic Highway 98,
24 approximately three hundred fifty (350) feet south of
25 County Road 32 in Planning District 26.

26 This is an application that you-all have seen
27 before. The original application was a request for
28 RSF-4. The Planning Commission did actually recommend

BALDWIN COUNTY PLANNING AND ZONING COMMISSION REGULAR MEETING 01/03/2019

1 approval of the RSF-4 request on October 4, 2018.

2 However, the request generated significant
3 opposition. And at some point during the process, there
4 was discussion of instead re-zoning the property to
5 RSF-2.

6 As you know from our discussions at the last
7 meeting, there was a point where we could have the
8 Planning -- or the County Commission, rather, could vote
9 to approve a designation that was more restrictive than
10 that which had been advertised. However, due to a recent
11 ruling by the Alabama Supreme Court, we can no longer do
12 that.

13 So in order to consider the RSF-2 for this
14 application, we had to re-advertise it and bring it back,
15 which is why it's before you tonight.

16 If the re-zoning is approved, the smaller of the two
17 lots, which is the lot of record, -- it was originally
18 divided in 1995. That was -- I mean, yeah -- 1985, I'm
19 sorry. That was before the zoning was approved in 1993.
20 So it is an existing lot of record. This lot will remain
21 as it is.

22 The larger of the two lots, if the zoning is
23 approved, will be divide into two lots, which would be
24 consistent with the area dimensional requirements for
25 RSF-2 zoning.

26 This scenario, we felt like, is a good option. I
27 think this is something that should make everyone happy.
28 There was -- Based on the comments we had previously, we

BALDWIN COUNTY PLANNING AND ZONING COMMISSION REGULAR MEETING 01/03/2019

1 understood that there would be support for the RSF-2.

2 There has also been, I think, some concern over the
3 commercial zoning in the area. So this gives us the
4 RSF-2, it gives the applicant the lots they were seeking,
5 and it takes some of that commercial area off the table
6 for Planning District 26.

7 So I hope and feel that this is a situation that
8 everyone should be happy with. We recommend approval.
9 And I'll be happy to answer any questions you might have.

10 CHAIRMAN SAM DAVIS: Any questions for Vince?

11 (No response.)

12 CHAIRMAN SAM DAVIS: Vince, this is what we saw
13 at the last meeting, and the Commission did recommend
14 approval?

15 MR. VINCE JACKSON: You actually saw this in
16 October. And at that time, it was a request for RSF-4.
17 And the Planning Commission did recommend approval of the
18 RSF-4.

19 RSF-2 is a more restrictive designation, and it
20 requires a larger lot size. With RSF-2, the minimum lot
21 size is fifteen thousand (15,000) square feet. With
22 RSF-4, it's seventy-five hundred (7,500) square feet.

23 So this -- And with the existing lot of record, this
24 actually makes the situation better, because the square
25 footage is what is closer to what is required rather than
26 what it is now with the B-2.

27 ATTORNEY DAVID CONNER: Just for the record,
28 the real rub in the whole situation was the developer was

BALDWIN COUNTY PLANNING AND ZONING COMMISSION REGULAR MEETING 01/03/2019

1 submitting RSF-4 for the purpose of trying to get three
2 residential single-family lots.

3 MR. VINCE JACKSON: Right.

4 ATTORNEY DAVID CONNER: And through the public
5 hearing process and the work session process at County
6 Commission level, it was discovered the smaller -- the
7 lot of record, they would be allowed to build if it was
8 re-zoned RSF-2. And then there was enough land left over
9 to have lots that equal the size requirements and setback
10 requirements for the RSF-2 zoning classification.

11 MR. VINCE JACKSON: That's correct.

12 ATTORNEY DAVID CONNER: And so through the
13 Commission's questioning and work, it was sent back to
14 the developer, who subsequently submitted a revised
15 application. And that's why we're here today.

16 It accomplished what the developer wanted to
17 accomplish. It accomplishes what the County Commission
18 wanted to see in order to address the concerns the other
19 property owners in the area had -- area had with the
20 RSF-4 zoning.

21 MR. VINCE JACKSON: Right.

22 ATTORNEY DAVID CONNER: So it appears to be a
23 win-win in every category. You-all previously approved
24 for a higher classification. The lower classification
25 works. But because of the procedural issue Vince brought
26 up, that's why we're back.

27 MR. VINCE JACKSON: Right. And I'd like to
28 give a special acknowledgment to Mr. Conner. Because he

BALDWIN COUNTY PLANNING AND ZONING COMMISSION REGULAR MEETING 01/03/2019

1 was really the initial one that figured out that we can
2 do it this way. And so I think it's worked out well.

3 The main reason they asked for RSF-4 to begin with
4 was because of a lot-width issue. But approaching it
5 this way, they're able to get the RSF-2, and the lot
6 width is no longer an issue.

7 CHAIRMAN SAM DAVIS: Any other questions for
8 Vince?

9 (No response.)

10 CHAIRMAN SAM DAVIS: All right. Thank you,
11 Vince.

12 We'll open the public hearing at this point. There
13 is no opposition. Would the applicant or the engineer,
14 would you like to offer anything to the Commission?

15 MR. SCOTT HUTCHINSON: (Indicates negatively.)

16 MR. JEFF BARNES: No, sir.

17 MR. FRANK FEGIN: (Indicates negatively.)

18 CHAIRMAN SAM DAVIS: Are there any questions
19 for the applicant or his engineer from the Commission?

20 (No response.)

21 CHAIRMAN SAM DAVIS: All right. We'll close
22 the public hearing at this point. This is a
23 recommendation of approval to the County Commission. Is
24 there a motion to do so?

25 COMMISSION MEMBER ARTHUR OKEN: So moved,
26 Mr. Chairman.

27 CHAIRMAN SAM DAVIS: Okay. There is a motion
28 on the table to recommend approval. Is there a second?

1 COMMISSION MEMBER DEWANE HAYES: I'll second
2 it.

3 CHAIRMAN SAM DAVIS: There is a second. All in
4 favor, say aye.

5 (Commission Members say "aye" in unison.)

6 CHAIRMAN SAM DAVIS: All opposed?

7 (No response.)

8 CHAIRMAN SAM DAVIS: Carries unanimously.

9 MR. VINCE JACKSON: Thank you.
10

11 **8-B - CASE Z-18047, STAPLETON PROPERTY**

12 MR. VINCE JACKSON: Your next agenda item is
13 Z-18047, Stapleton property. This is a request to
14 re-zone from RA to RR, Rural District.

15 This is another one that you have already seen. The
16 applicant is requesting to re-zone six (6) acres to allow
17 continued commercial kitchen/catering business as well as
18 other potential commercial uses.

19 This one was before you on November the 1st of 2018.
20 And at that time, we did recommend the re-zoning to RR,
21 and the Planning Commission did recommend approval of RR.

22 We had advertised as a B-4, because we -- at the
23 time of submission and our application deadline, we
24 weren't entirely sure what was needed, so we advertised
25 it as B-4 to make sure all the bases were covered. But
26 it was always our intention to recommend RR.

27 Again, this is back before you because of the
28 advertising issue. So it has been re-advertised as a



Baldwin County Commission

Agenda Action Form

File #: 19-0515, **Version:** 1

Item #: DQ2

Meeting Type: BCC Regular Meeting

Meeting Date: 1/15/2019

Item Status: New

From: Vince Jackson, Planning Director

Submitted by: Vince Jackson, Planning Director

ITEM TITLE

Case No. Z-18047 - Stapleton Property Rezoning

STAFF RECOMMENDATION

Adopt Resolution #2019-020, which APPROVES Case No. Z-18047, Stapleton Property, as it pertains to the rezoning of approximately six (6) acres, located in Planning (Zoning) District 15, from RA, Rural Agricultural District, to RR, Rural District.

BACKGROUND INFORMATION

Previous Commission action/date: Tabled at the November 20, 2018, BCC Regular Meeting, and at the December 3, 2018, BCC Meeting, to be brought back at the January 15, 2019 BCC Regular Meeting.

Background: The subject property, which consists of 6 acres, is currently zoned RA, Rural Agriculture District. The designation of RR, Rural District, has been requested in order to be consistent with the existing use (commercial kitchen/catering service) and to accommodate potential commercial uses. The catering service has been located at the subject property for more than 20 years. The case was considered and recommended for approval by the Planning Commission on November 1, 2018, but was returned by the County Commission to allow for new advertising consistent with the RR designation.

The Planning Commission considered this request on January 3, 2019, and voted to recommend APPROVAL to the County Commission.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? Yes - Gulf Coast Newspapers, See Attached

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

FOLLOW UP IMPLEMENTATION

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

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

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Send Notice of Action to the following:

Clifford D. Stapleton
29127 County Road 64 Extension
Robertsdale, Alabama 36567

Additional instructions/notes: Planning and Zoning Department - Update Official Zoning Map.



Baldwin County Planning & Zoning Department

Baldwin County Commission Staff Report

Agenda Item
Case No. Z-18047
Stapleton Property
Rezone RA, Rural Agricultural District to RR, Rural District
January 15, 2019

Subject Property Information

Planning District: 15
General Location: North side of County Road 64, east of Pursley Road
Physical Address: 13045 County Road 64, Loxley
Parcel Number: 05-42-04-17-0-000-001.002
Existing Zoning: RA, Rural Agricultural District
Proposed Zoning: RR, Rural District
Existing Land Use: Commercial (Commercial kitchen/catering service)
Proposed Land Use: Commercial
Acreage: 6 acres, more or less
Applicant: Clifford D. Stapleton
 29127 County Road Ext.
 Robertsdale, AL 36567
Owner: Same
Lead Staff: Vince Jackson, Planning Director
Attachments: *Within Report*

	Adjacent Land Use	Adjacent Zoning
North	Agricultural	RA, Rural Agricultural
South	Agricultural/Forested Timberland	RA, Rural Agricultural
East	Residential	RA, Rural Agricultural
West	Agricultural/Residential	RA, Rural Agricultural

Summary

The subject property, which consists of 6 acres, is currently zoned RA, Rural Agriculture District. The designation of RR, Rural District, has been requested in order to be consistent with the existing use (commercial kitchen/catering service) and to accommodate potential commercial uses. The catering service has been located at the subject property for more than 20 years. The case was considered and recommended for approval by the Planning Commission on November 1, 2018, but was returned by the County Commission in order to allow for new advertising consistent with the RR designation.

Section 3.2 RA Rural Agricultural District

3.2.1 *Generally.* This zoning district provides for large, open, unsubdivided land that is vacant or is being used for agricultural, forest or other rural purposes.

3.2.2 *Permitted uses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses shall be permitted:

- (a) The following general industrial uses: extraction or removal of natural resources on or under land.
- (b) The following transportation, communication, and utility uses: water well (public or private).
- (c) Outdoor recreation uses.
- (d) The following general commercial uses: animal clinic and/or kennel; farm implement sales; farmers market/truck crops; nursery; landscape sales; country club.
- (e) The following local commercial uses: fruit and produce store.
- (f) The following institutional uses: church or similar religious facility; school (public or private).
- (g) Agricultural uses.
- (h) Single family dwellings including manufactured housing and mobile homes.
- (i) Accessory structures and uses.

3.2.3 *Special exceptions.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses may be allowed as special exceptions:

- (a) The following general commercial uses: recreational vehicle park (see *Section 13.9: Recreational Vehicle Parks*).
- (b) The following local commercial uses: bed and breakfast or tourist home (see *Section 13.11: Bed and Breakfast Establishments*).

3.2.4 *Conditional uses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses may be allowed as conditional uses:

- (a) Transportation, communication, and utility uses not permitted by right.
- (b) Institutional uses not permitted by right.

3.2.5 *Area and dimensional ordinances.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts, Section 12.4: Height Modifications, Section 12.5: Yard Requirements, Section 12.6: Coastal Areas, Section 12.8: Highway Construction Setbacks, Section 18.6 Variances, and Article 20: Nonconformities*, the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	35
Minimum Front Yard	40-Feet
Minimum Rear Yard	40-Feet
Minimum Side Yards	15-Feet
Minimum Lot Area	3 Acres
Minimum Lot Width at Building Line	210-Feet
Minimum Lot Width at Street Line	210-Feet

3.2.6 *Area and dimensional modifications.* Within the RA district, area and dimensional requirements may be reduced, as set forth below, where property is divided among the following legally related family members: spouse, children, siblings, parents, grandparents, grandchildren, or step-related individuals of the same status.

Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet
Minimum Lot Area	40,000 Square Feet
Minimum Lot Width at Building Line	120-Feet
Minimum Lot Width at Street Line	120-Feet

Proposed Zoning Requirements

Section 3.1 RR, Rural District (Recommended)

3.1.1 *Generally.* This zoning district is provided to accommodate the rural areas of Baldwin County. Rural District ordinances are designed to protect the rural character of the area.

3.1.2 *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) Marine recreation uses.
- (d) Outdoor recreation uses.
- (e) The following general commercial uses: animal clinic and/or kennels; farm implement sales; farmer's market/truck crops; nursery; landscape sales.
- (f) Local commercial uses.
- (g) Professional service and office uses.
- (h) The following institutional uses: church or similar religious facility; child care center; child care institution; day care home; fire station; library; post office; school (public or private).
- (i) Agricultural uses.
- (j) Single family dwellings including manufactured housing and mobile homes.
- (k) Accessory structures and uses.

3.1.3 *Special exceptions.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses may be allowed as special exceptions:

- (a) Light industrial uses.
- (b) General commercial uses not permitted by right, except race track.
- (c) Institutional uses not permitted by right, except correctional, detention, or penal institution and sanitarium.
- (d) Boarding house, rooming house, lodging house, or dormitory.
- (e) Fraternity or sorority house.

3.1.4 *Conditional use.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses may be allowed as conditional uses:

Transportation, communication, and utility uses not permitted by right.

3.1.5 *Area and dimensional ordinances.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, *Section 12.4: Height Modifications*, *Section 12.5: Yard Requirements*, *Section 12.6: Coastal Areas*, *Section 12.8: Highway Construction Setbacks*, *Section 18.6 Variances*, and *Article 20: Nonconformities*, the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	35
Minimum Front Yard	30-feet
Minimum Rear Yard	30-feet
Minimum Side Yards	10-feet
Minimum Lot Area	40,000 Square Feet
Minimum Lot Width at Building Line	120-feet
Minimum Lot Width at Street Line	120-feet

3.1.6 *Area and dimensional modifications.* Within the RR 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	20,000 Square Feet
Minimum Lot Width at Building Line	80-Feet
Minimum Lot Width at Street Line	80-Feet

Agency Comments

Baldwin County Highway Department:

Seth Peterson – No comments.

ADEM: No comments received.

Municipality (Town of Loxley): No comments received.

Staff Analysis and Findings

The following factors for reviewing zoning amendments are found in Section 19.6 of the *Baldwin County Zoning Ordinance*. These factors are to be considered when an application is being reviewed for rezoning.

1.) Is the requested change compatible with the existing development pattern and the zoning of nearby properties?

The subject property is currently occupied with a commercial building and accessory structure. The property adjoins County Road 64 to the south. The adjoining properties are residential, forested timberland, and agricultural.

2.) Has there been a change in the conditions upon which the original zoning designation was based? Have land uses or conditions changed since the zoning was established?

The zoning for Planning District 15 was approved by the Baldwin County Commission on August 1, 2006. There have been no changes which would affect the subject property.

3.) Does the proposed zoning better conform to the Master Plan?

The Baldwin County Master Plan, 2013, provides a future land use designation of Agricultural for the subject property. Approval of the rezoning will result in an amendment of the Future Land Use Map to commercial.

4.) Will the proposed change conflict with existing or planned public improvements?

No conflicts.

5.) Will the proposed change adversely affect traffic patterns or congestion?

No adverse impacts. In the event of new construction, access will be coordinated with 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.

See response to Standard Number 1.

7.) Is the proposed amendment the logical expansion of adjacent zoning districts?

The adjacent parcels are zoned RA. There are no parcels which are zoned RR in the immediate vicinity. Staff is recommending RR in order to maintain some consistency with the surrounding RA parcels. A parcel located to the east, at the intersection of County Road 64 and County Road 66 N, is zoned B-3, General Business District.

8.) Is the timing of the request appropriate given the development trends in the area?

Timing is not a factor.

9.) Will the proposed change adversely impact the environmental conditions of the vicinity or the historic resources of the County?

There are no environmental issues or historic resources which would be impacted by this rezoning.

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.

The catering service was established prior to the adoption of zoning. Staff is unsure as to why the property was not zoned in a manner to reflect the existing use.

Staff Comments and Recommendation

As stated previously, the subject property, which consists of approximately 6 acres, is currently zoned RA, Rural Agriculture District. The designation of RR, Rural District, has been requested. The first and foremost reason for this application is to achieve zoning which is consistent with the current existing use. In addition, the applicant has stated that he has two offers on the property pending approval of the rezoning. B-4 was originally advertised in order to make sure that all potential bases were covered. In researching the application and discussing it with the applicant, however, staff determined that RR, Rural District would be a better option. RR is primarily oriented towards rural and residential uses, and would therefore be more consistent with the surrounding RA properties. At the same time, a number of commercial uses, including catering, would be allowed by right. Other commercial uses could be accommodated through either the Conditional Use or Special Exception processes. These would require public hearings before the Planning Commission or Board of Adjustment depending on the respective application. This case was originally considered by the Planning Commission on November 1, 2018, and the RR designation was recommended for approval at the time. However, it has been returned by the County Commission for new advertising consistent with RR.

With the above comments in mind, staff again recommends **APPROVAL** of RR, Rural District, to the County Commission. * The Planning Commission should base its decision on the information obtained at the public hearing.

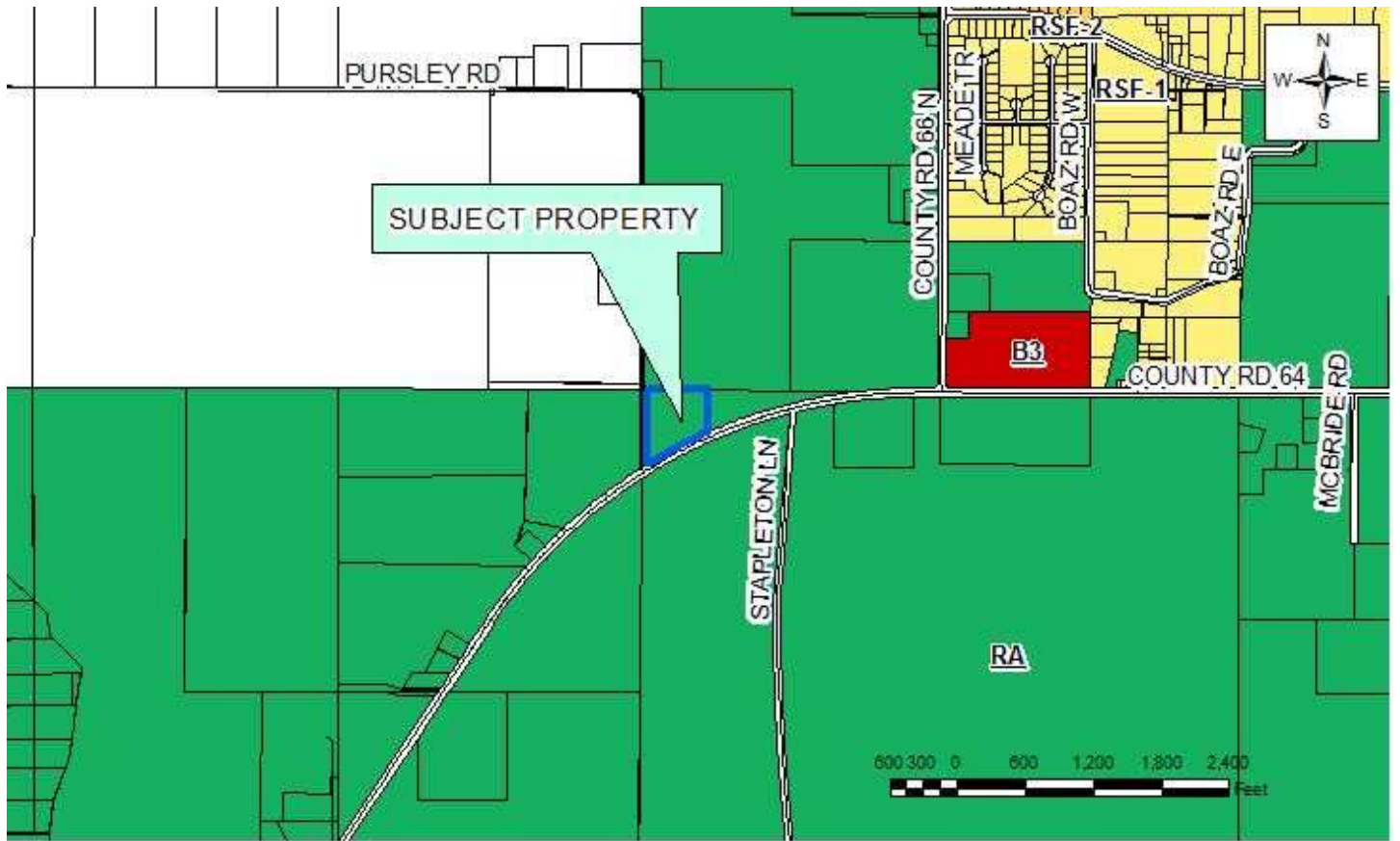
**On rezoning applications, the County Commission will have the final vote.*

Property Images

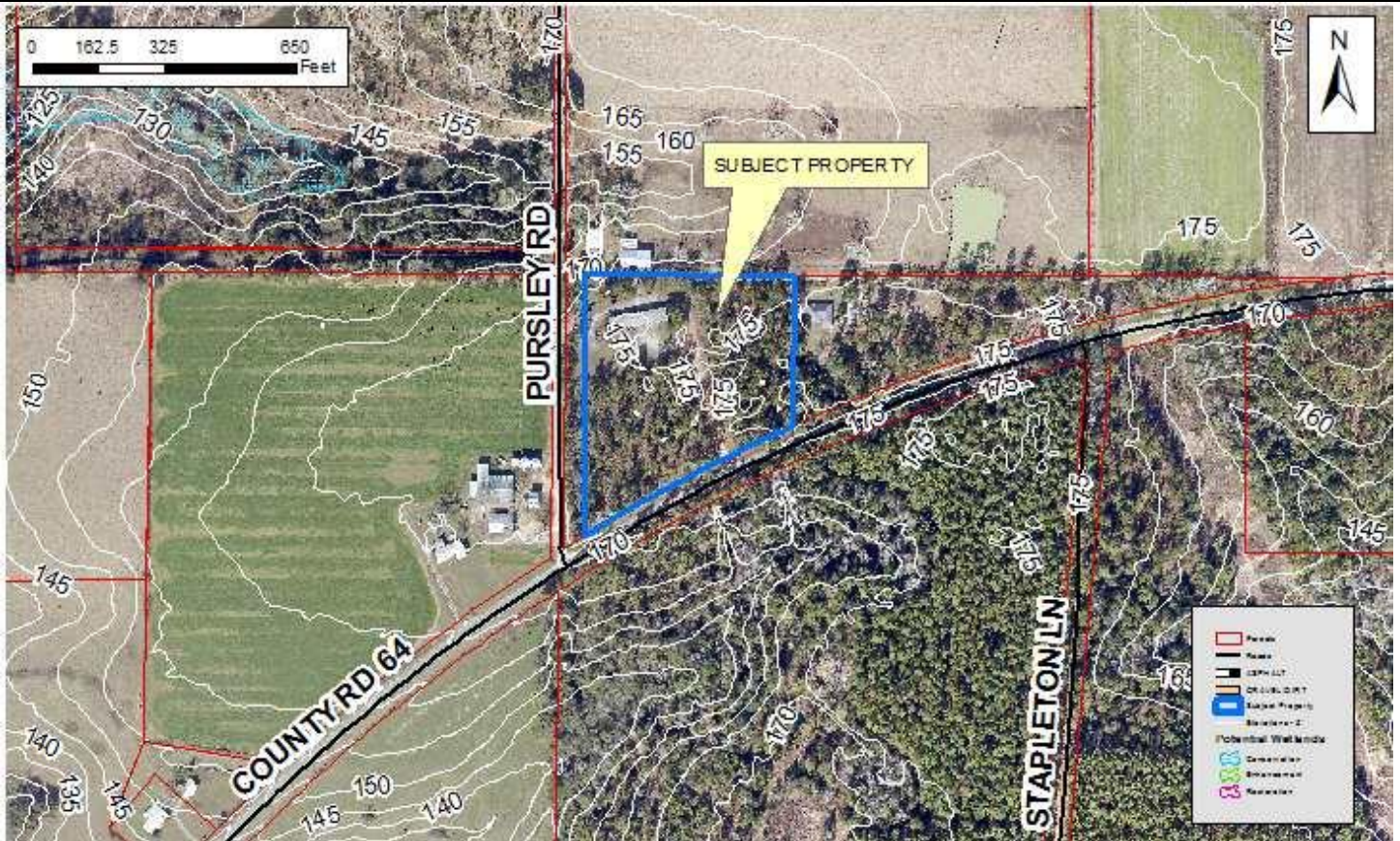




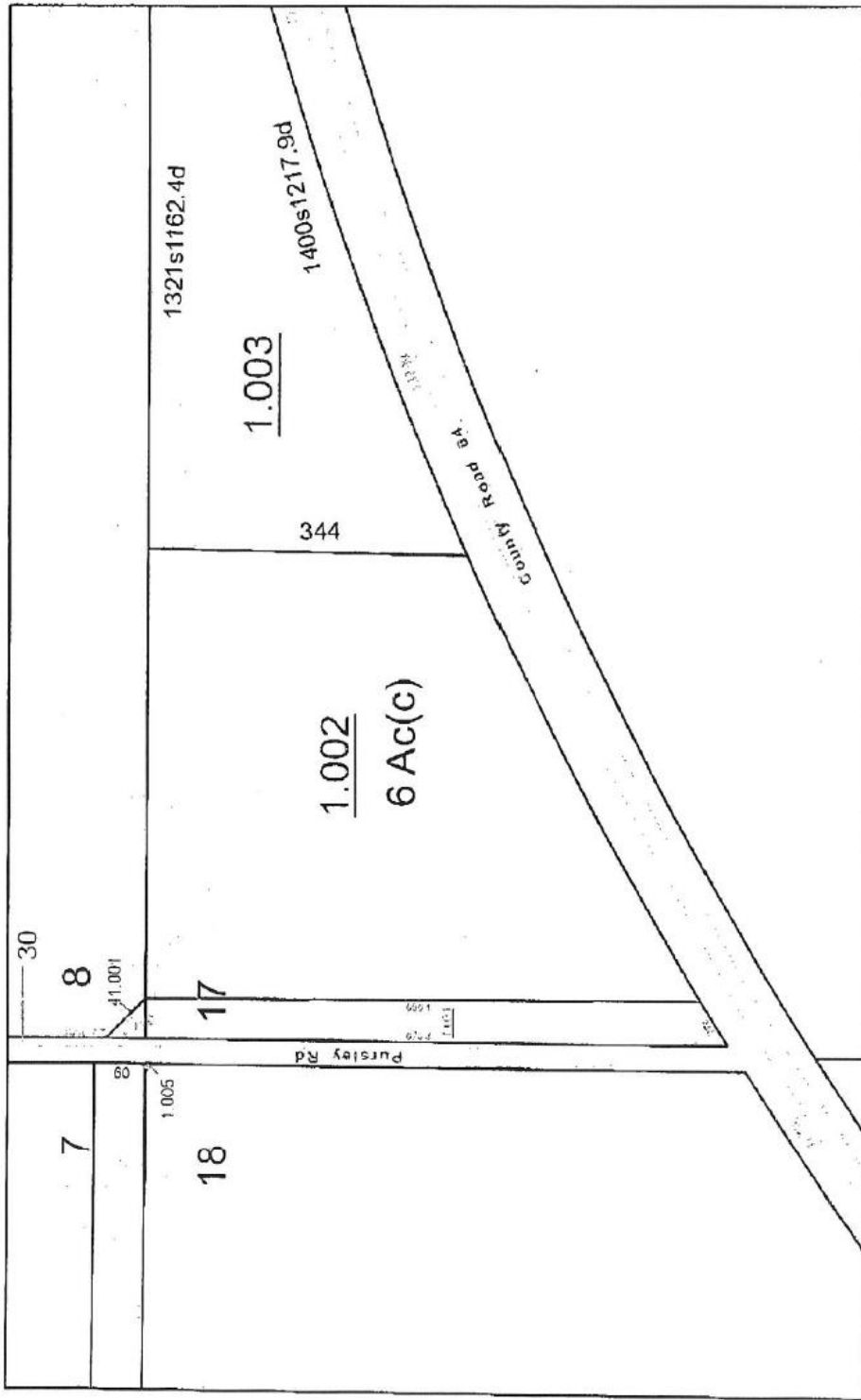
Locator Map



Site Map



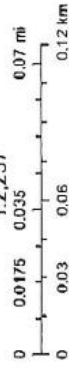
Viewer Map



September 14, 2018

- Misc
- Parcels
- Lot Lines
- County Boundary

1:2,257



KCS

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCA,

Copyright 2018

STATE OF ALABAMA

COUNTY OF BALDWIN

RESOLUTION # 2019-020

DETERMINATION OF THE BALDWIN COUNTY COMMISSION, REGARDING **Case No. Z-18047, Stapleton Property**, SUCH DETERMINATION AS AUTHORIZED PURSUANT TO ACT NO. 91-719, AS AMENDED.

WHEREAS, Clifford D. Stapleton has petitioned the Baldwin County Commission to rezone certain property, in Planning (Zoning) District No. 15, for property identified herein and described as follows:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 17, RUN EAST 60'(S) FOR THE POINT OF BEGINNING; THENCE CONTINUE EAST 524'(S)', THENCE SOUTH 344', THENCE SOUTHWEST ALONG HWY 64 585'(S), THENCE NORTH 650'(S)' TO THE POINT OF BEGINNING. SEC 17-T5S-R3E (SURVIVORSHIP)

Said property consisting of approximately 6 acres.

Otherwise known as tax parcel number **05-42-04-17-0-000-001.002**, as found in the office of the Revenue Commissioner of Baldwin County, Alabama; and

WHEREAS, the petitioner has requested that the property herein identified be rezoned from RA, Rural Agricultural District, to RR, Rural District; and

WHEREAS, the Baldwin County Planning and Zoning Commission held a public hearing on January 3, 2019, and voted to recommend **APPROVAL** of RR, Rural District, to the Baldwin County Commission; and

WHEREAS, the Baldwin County Commission held a public hearing on January 15, 2019; and

WHEREAS, the requirements of Act No. 91-719, as amended by Act No. 93-668, as amended by Act No. 98-665, as amended by Act No. 2006-609, and further amended by Act No. 2010-719, regarding procedures to consider this rezoning request, which would affect the Planning (Zoning) District Boundary designations of the Planning (Zoning) District No. 15 Official Map, have been met; now therefore

BE IT RESOLVED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, That the petitioner's request to rezone the property (Case No. Z-18047, Stapleton Property) as herein identified and described and as found within the confines of Planning (Zoning) District No. 15 from to RA, Rural Agricultural District, to RR, Rural District, which amends the Planning (Zoning) District Boundary designations of the Planning (Zoning) District No. 15 Official Map, is hereby **APPROVED**.

DONE, Under the Seal of the County Commission of Baldwin County, Alabama, on this the **15th** day of **January, 2019**.

Honorable Charles F. Gruber, Chairman

ATTEST:

Ronald J. Cink, County Administrator/Budget Director

BALDWIN COUNTY PLANNING & ZONING COMMISSION

VOTING SHEET

Case # Z-18047

Stapleton Property

Rezone RA to RR

January 3, 2019

Motion: TO RECOMMEND APPROVAL

Made by: DEWANE HAYES

Motion Seconded by: ARTHUR OKEN

MEMBER	IN FAVOR OF MOTION MADE	OPPOSED TO MOTION MADE
Sam Davis*	-	-
Dewane Hayes	X	
Kevin Murphy	X	
Arthur Oken	X	
Daniel Nance	RECUSE	RECUSE
Doug Thomas	X	
Bonnie Lowry	A	A
Brandon Bias	A	A

**The Chairman only votes in the event of a tie.*

**MOTION TO RECOMMEND APPROVAL CARRIED
ON A VOTE OF 4-0**

Planning and Zoning
Department

Memo

To: Anu Gary, Records Manager
From: DJ Hart
CC: Sharon Grant, Accounting
Date: 1/7/2019
Re: Z-18047 Stapleton Property

Proof of Advertisement for the Baldwin County Planning and Zoning Commission Public Hearing on 1/3/2019.

Anu:

Attached is the original Proof of Publication for the Baldwin County Planning and Zoning Commission public hearing for case:

Z-18047 Stapleton Property

The Planning and Zoning Commission meeting was held **Thursday January 3, 2019**.

The County Commission public hearing is scheduled for **Tuesday January 15, 2019**

Please let me know if you have any questions.

Thank You,

DJ Hart

GULF COAST MEDIA

A DIVISION OF OPC NEWS, LLC
PO BOX 1677 • SUMTER, SC 29150

FOLEY 251.943.2151
The Courier – The Islander
The Onlooker
The Baldwin Times

LEGAL REP - 251-345-6805

**PROOF OF PUBLICATION
STATE OF ALABAMA • BALDWIN COUNTY**

Before me, the undersigned authority in and for said County, in said State, personally appeared April M. Wallace 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:

12/19/2018

a legal notice, a copy of which is hereto attached. The sum charged by the Newspaper for said publication does not exceed the lowest classified rate paid by commercial customers for an advertisement of similar size and frequency in the same newspaper(s) in which the public notice appeared.

There are no agreements between the Newspaper and the officer or attorney charged with the duty of placing the attached legal advertising notices whereby any advantage, gain or profit accrued to said officer or attorney.

X April M. Wallace
April M. Wallace, Legal Ad Representative

X Amber Kimbler
Amber Kimbler, Notary Public
Baldwin County, Alabama
My commission expires April 10, 2022



AMBER KIMBLER
My Commission Expires
April 10, 2022

Sworn and subscribed to on 12/19/2018.

BALDWIN COUNTY PLANNING & ZONING

Acct#: 983695

Ad#: 293624

Stapleton Property-BCPZ Commission

Amount of Ad: \$102.76

Legal File# Stapleton Prope

**BALDWIN COUNTY
PLANNING & ZONING
COMMISSION
BALDWIN COUNTY
PLANNING & ZONING
DEPARTMENT**

Mailing Address
22251 Palmer Street
Robertsdale, AL 36567
Phone: (251) 580-1655
Fax: (251) 580-1656

Physical Address
22070 Highway 59
Robertsdale, AL 36567
Phone: (251) 580-1655
Fax: (251) 580-1656

Foley Office
201 East Section Avenue
Foley, AL 36535
Phone: (251) 972-8523
Fax: (251) 972-8520

**NOTICE OF
PUBLIC HEARING**
Case No. Z-18047
Stapleton Property
Planning District 15

Notice is hereby given that the Baldwin County Planning & Zoning Commission will conduct a public hearing concerning a request submitted by Clifford Stapleton, owner of property located at 13045 Co Rd 64 in Planning District 15. The applicant is requesting approval to rezone 6 acres from RA - Rural Agricultural District to RR Rural District. The Parcel Identification Number is 05-42-04-17-0-000-001.002.

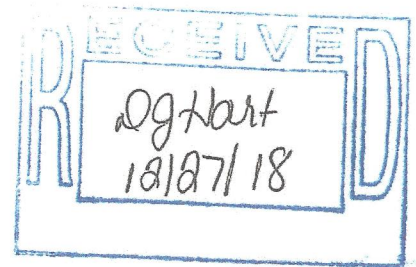
The public hearing will be conducted during the next regular meeting of the Baldwin County Planning & Zoning Commission which is scheduled for Thursday, January 3, 2019, beginning at 6:00 p.m. at the Baldwin County Central Annex, 22251 Palmer St. in Robertsdale, AL.

The said application will be considered by the Baldwin County Planning & Zoning Commission pursuant to Alabama Code 45-2-261. The application materials are available for public review at the office of the Baldwin County Planning & Zoning Department, 22070 Hwy 59 in Robertsdale, AL, or at the Foley Satellite Courthouse, 201 East Section Avenue in Foley, Alabama during normal business hours. If you desire to speak with someone by telephone about this application please contact the Baldwin County Planning and Zoning Department at (251)580-1655. If you desire to submit written comments, please address your correspondence to:

Baldwin County Planning
& Zoning Department
22251 Palmer Street
Robertsdale, AL 36567

You may fax your comments to Planning & Zoning Department at (251)580-1656. If you desire to address the Planning Commission in person about this application please attend the public hearing at the time and location listed above.

Public participation is solicited without regard to race, color, national origin, sex, age, religion, disability or family status. Persons who require special accommodations under the Americans with Disabilities Act or those requiring language translation services should contact the Baldwin County Planning & Zoning Department at 251-580-1655.
December 19, 2018



Planning and Zoning
Department

Memo

To: Anu Gary, Records Manager
From: DJ Hart
CC: Sharon Grant, Accounting
Date: 1/7/2019
Re: Z-18047 Stapleton Property

Proof of Advertisement for the Baldwin County Commission Public Hearing on 1/15/2019.

Anu:

Attached is the original Proof of Publication for the Baldwin County Commission public hearing for case:

Z-18047 Stapleton Property

The Planning and Zoning Commission meeting was held **Thursday January 3, 2019**.

The County Commission public hearing is scheduled for **Tuesday January 15, 2019**

Please let me know if you have any questions.

Thank You,

DJ Hart

GULF COAST MEDIA

A DIVISION OF OPC NEWS, LLC
PO BOX 1677 • SUMTER, SC 29150

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The Courier – The Islander
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The Baldwin Times

LEGAL REP - 251-345-6805

PROOF OF PUBLICATION STATE OF ALABAMA • BALDWIN COUNTY

Before me, the undersigned authority in and for said County, in said State, personally appeared April M. Wallace 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:

12/19/2018, 12/26/2018, 01/02/2019

a legal notice, a copy of which is hereto attached. The sum charged by the Newspaper for said publication does not exceed the lowest classified rate paid by commercial customers for an advertisement of similar size and frequency in the same newspaper(s) in which the public notice appeared.

There are no agreements between the Newspaper and the officer or attorney charged with the duty of placing the attached legal advertising notices whereby any advantage, gain or profit accrued to said officer or attorney.

X April M. Wallace
April M. Wallace, Legal Ad Representative

X Amber Kimbler
Amber Kimbler, Notary Public
Baldwin County, Alabama
My commission expires April 10, 2022



AMBER KIMBLER
My Commission Expires
April 10, 2022

Sworn and subscribed to on 01/02/2019.

BALDWIN COUNTY PLANNING & ZONING

Acct#: 983695

Ad#: 293625

Stapleton Property-BC Commission

Amount of Ad: \$301.56

Legal File# Stapleton Propre

BALDWIN COUNTY COMMISSION BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

Mailing Address
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Robertsdale, AL 36567
Phone: (251) 580-1655
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Foley Office
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NOTICE OF PUBLIC HEARING Case No. Z-18047 Stapleton Property Planning District 15

Notice is hereby given that the Baldwin County Commission will conduct a public hearing concerning a request submitted by Clifford Stapleton, owner of property located at 13045 Co Rd 64 in Planning District 15. The applicant is requesting approval to rezone 6± acres from RA - Rural Agricultural District to RR- Rural District. The Parcel Identification Number is 05-42-04-17-0-000-001.002.

The public hearing will be conducted during the next regular meeting of the Baldwin County Commission which is scheduled for Tuesday, January 15, 2019, beginning at 3:30 a.m. at the Baldwin County Administration Building, 322 Courthouse Square in Bay Minette, AL.

The said application will be considered by the Baldwin County Commission pursuant to Alabama Code 45-2-261. The application materials are available for public review at the office of the Baldwin County Planning & Zoning Department, 22070 Hwy 59 in Robertsdale, AL, or at the Foley Satellite Courthouse, 201 East Section Avenue in Foley, Alabama during normal business hours. If you desire to speak with someone by telephone about this application please contact the Baldwin County Planning and Zoning Department at (251)580-1655. If you desire to submit written comments, please address your correspondence to:

Baldwin County Planning
& Zoning Department
22251 Palmer Street
Robertsdale, AL 36567

You may fax your comments to Planning & Zoning Department at (251)580-1656. If you desire to address the Baldwin County Commission in person about this application please attend the public hearing at the time and location listed above.

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December 19-26, 2018;
January 2, 2019

RECORDED
JG Hart
1/7/19



THE COURIER • THE ONLOOKER • THE ISLANDER • THE BALDWIN TIMES

Printer Affidavit:

This is to certify the attached advertisement

Appeared in * The Onlooker * The Courier * The Islander issue of Gulf Coast Media.

Publication Date(s):

Dec. 26 2018

Account # 987101 PO # Z-18047

Cost \$ 312 Ad # 233062

Bethany Randall

Bethany Randall

Ad Representative

Bill To:

Baldwin Co. Planning
201 East Section Ave
Foley, AL 36535

Mail payments to:

Gulf Coast Media PO Box 1677- Sumter, SC 29151

Sworn to and subscribe before me

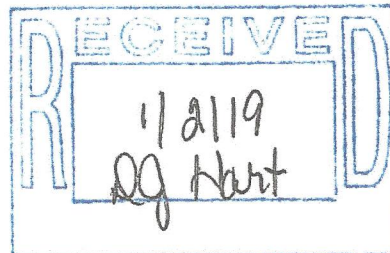
This 2nd day of January, 2019
Amber Kimbler

Amber Kimbler

Notary Public for Alabama



AMBER KIMBLER
My Commission Expires
April 10, 2022



City approves bid for sidewalk grant

By JOHN UNDERWOOD
john@gulfcoastmedia.com

ROBERTSDALE — The Robertsdale City Council awarded bids for a nearly half-million dollar sidewalk improvement project at its last regular meeting of the year meeting Monday, Dec. 17.

The council unanimously approved the low bid of \$446,656.50 from Harwell and Company LLC upon the recommendation of Civil Southeast, who was approved as the engineer

for the project at the council's Nov. 19 meeting.

Bids on the project were opened Nov. 29 and there were a total of eight bids for the project. "There was some confusion as to the legality of Harwell's bid," said Alan Killen, project manager with Civil Southeast. "But all of that has been cleared up and we are recommending that Harwell's bid be approved."

Plans for the project call for sidewalk improvements along

Krchak Lane from Alabama 59 to Palmer Street, then along Palmer Street, crossing Alabama 104 to the Baldwin County Health Department office at the Central Annex.

The project will be funded by a TAP grant through the Alabama Department of Transportation, plus a 20 percent match by the city. The city has used various TAP grants over the last several years to connect schools in the Robertsdale area, including projects along

College Street (County Road 71), Wilters Street, U.S. 90, Silverhill Avenue (Alabama 104) and Fairground Road, among others.

Following council approval, the bid will have to be approved by ALDOT before the project can begin.

Killen said he hopes to be able to start the project sometime in mid-January or early February.

In other business Dec. 17, city engineer Greg Smith informed the council that letters will be going out in January

utility bills informing customers that testing, which was supposed to be done in August, was not done until October.

"Ultimately it is our responsibility to make sure it gets done," Smith said, "and we now have automatic notifications in place to ensure that it doesn't happen again."

Smith said the company the city used for the testing was bought out by another company and the person who normally does the testing left a week before the testing was to be done. All the

tests came back clear, Smith said.

"We've never had a problem with it," he said. The Alabama Department of Environmental Management requires that the letter be sent informing residents that the test was not done when it was supposed to, he added.

The council also rescheduled its Jan. 21 meeting to Jan. 22 because of the Dr. Martin Luther King Day of Remembrance holiday. The meeting will begin at 8 a.m.

Robertsdale police reports

Dec. 4

5:32 p.m., theft of article from auto, Greer's, Alabama 59 (occurrence reported between 5:04 and 5:07 p.m.). Case pending.

Dec. 5

8:37 a.m., harassment, Crabapple Court, Loxley (occurrence reported at 8:15 a.m.). Case pending.

8:30 a.m., criminal trespass, first degree, Oak Tree Lane (occurrence reported at 9:45 p.m. Dec. 4). Case closed.

administratively cleared.

11:09 a.m., miscellaneous offenses, Quality Filters, Grissom Drive. Case closed, administratively cleared.

5:22 p.m., burglary-residence-force, third degree; arson-residence, second degree, West Illinois Street. Case pending.

10:06 p.m., Wilters Street, Douglas Randall Grant, 34, of Robertsdale, charged with possession of drug paraphernalia, obstructing a court order.

Dec. 6

5:53 p.m., Wilters Street, Shana Marie Grant, 32, of Robertsdale, charged with public intoxication.

8:43 p.m., domestic violence - harassment, third degree, no address given. Case closed, exceptional clearance, prosecution declined/other prosecution.

Dec. 7

12:59 a.m., Pearson Street, Aaron Devonte Golden, 25, of Foley, charged with driving

under the influence (alcohol); traffic violation.

7:54 a.m., incident documentation, Bartlett Lane (occurrence reported at 11:49 a.m. Dec. 4). Case closed, administratively cleared.

11:28 a.m., Styron Lane, Billie Sue Powell, 39, of Robertsdale, charged with theft of property, fourth degree.

1:26 p.m., theft-miscellaneous, third degree, Walmart, Alabama 59 (occurrence reported at noon Jan. 2, 2018). Case pending.

2:53 p.m.

theft from public building, fourth degree (occurrence reported at 2:17 p.m.). Case pending.

4:22 p.m., theft from residence, fourth degree, Styron Lane. Case pending.

Dec. 8

1:42 p.m., shoplifting, Dollar Tree, Media Drive. Case closed, exceptional clearance, prosecution declined/other prosecution.

Dec. 9

12:17 a.m., domestic incident, Mobile Street. Case closed, administratively cleared.

7:10 a.m., attempt to elude, Pecan Street. Case pending.

10:39 a.m., criminal mischief-damage to private property, third degree, Wilters Street. Case pending.

1:54 p.m., leaving the scene of an accident, Baldwin Beach Express. Case pending.

BALDWIN COUNTY COMMISSION BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

Mailing Address	Physical Address	Foley Office
22251 Palmer Street Robertsdale, AL 36567	22070 Highway 59 Robertsdale, AL 36567	201 East Section Avenue Foley, AL 36533
Phone: (251) 580-1655 Fax: (251) 580-1656	Phone: (251) 580-1655 Fax: (251) 580-1656	Phone: (251) 972-8523 Fax: (251) 972-8520

NOTICE OF PUBLIC HEARING

**Case No. Z-18047
Stapleton Property
Planning District 15**

Notice is hereby given that the Baldwin County Commission will conduct a public hearing concerning a request submitted by Clifford Stapleton, owner of property located at 13045 Co Rd 64 in Planning District 15. The applicant is requesting approval to rezone 6+ acres from RA - Rural Agricultural District to RR - Rural District. The Parcel Identification Number is 05-42-04-17-0-000-001.002.

The public hearing will be conducted during the next regular meeting of the Baldwin County Commission which is scheduled for Tuesday, January 15, 2019, beginning at 8:30 a.m. at the Baldwin County Administration Building, 322 Courthouse Square in Bay Minette, AL.

The said application will be considered by the Baldwin County Commission pursuant to Alabama Code 45-2-261. The application materials are available for public review at the office of the Baldwin County Planning & Zoning Department, 22070 Hwy 59 in Robertsdale, AL, or at the Foley Satellite Courthouse, 201 East Section Avenue in Foley, Alabama during normal business hours. If you desire to speak with someone by telephone about this application please contact the Baldwin County Planning and Zoning Department at (251)580-1655. If you desire to submit written comments, please address your correspondence to:

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Robertsdale, AL 36567

You may fax your comments to Planning & Zoning Department at (251)580-1656. If you desire to address the Baldwin County Commission in person about this application please attend the public hearing at the time and location listed above.

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NOTICE OF PUBLIC HEARING

**Case No. Z-18054
Prewett Property
Planning District 15**

Notice is hereby given that the Baldwin County Commission will conduct a public hearing concerning a request submitted by Hutchison, Moore & Rauch on behalf of Travis Prewett, owner of property located on Co Rd 13 in Planning District 15. The applicant is requesting approval to rezone 8.74+ acres from RSF-2 Single Family District to B-1 - Professional Bus. District. The Parcel Identification Number is 05-43-05-15-0-000-018.000.

The public hearing will be conducted during the next regular meeting of the Baldwin County Commission which is scheduled for Tuesday, January 15, 2019, beginning at 8:30 a.m. at the Baldwin County Administration Building, 322 Courthouse Square in Bay Minette, AL.

The said application will be considered by the Baldwin County Commission pursuant to Alabama Code 45-2-261. The application materials are available for public review at the office of the Baldwin County Planning & Zoning Department, 22070 Hwy 59 in Robertsdale, AL, or at the Foley Satellite Courthouse, 201 East Section Avenue in Foley, Alabama during normal business hours. If you desire to speak with someone by telephone about this application please contact the Baldwin County Planning and Zoning Department at (251)580-1655. If you desire to submit written comments, please address your correspondence to:

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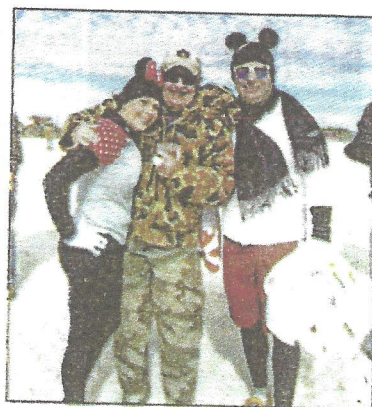


SUBMITTED PHOTOS

Gulf Shores Kiwanis' Polar Bear Dip

SUBMITTED

The 8th Annual Polar Bear Dip will take place on New Year's Day at high noon at the Gulf Shores main public beach (at The Hangout: 101 E. Beach Blvd). Take the plunge into the Gulf of Mexico for this uniquely coastal, family-friendly event presented by the Kiwanis Club of Gulf Shores in partnership with The Hangout, the City of Gulf Shores and the Alabama Law Enforcement Torch Run.



Dress up in a wacky outfit or just show up and be a part of this uniquely coastal event. The party starts at 11 a.m. with beachfront entertainment by DJ Chuck-E-Chill. Enjoy the beach bonfire,

games and entertainment as we countdown to take the dip at high noon, followed by a New Year's Day party at the Hangout, featuring live entertainment, free chili and hot chocolate for all who take the plunge, and all of the college football games. The event is to-

tally free. Polar Bear Dip souvenir T-shirts (\$15) and koozles (\$3) will be available and donations are encouraged with 100 percent of the proceeds benefit the Gulf Shores Kiwanis Club and Alabama Special Olympics. "We are excited to once again partner

with the Hangout and the City of Gulf Shores to host the 8th Annual Polar Bear Dip," said Kiwanis Club of Gulf Shores President, Matt Grant. "This event gets bigger every year. In 2017, it was sunny and 74 degrees, and we had more than 1000 partici-

pants. Last year, it was overcast and 35 degrees yet we still had the largest crowd ever. Rain, shine, hot, or cold, there is no better way to bring in the new year than by taking a dip into the gulf from our beautiful Ala-

bama beach. The event is totally free with all donations going to local charity. We invite all of our locals, snowbirds, and visitors to come out, enjoy the festivities, and bring in 2019 Gulf Coast style."

BALDWIN COUNTY COMMISSION BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

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NOTICE OF PUBLIC HEARING

Case No. Z-18047
Stapleton Property
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Fax: (251) 580-1656

Foley Office
201 East Section Avenue
Foley, AL 36535
Phone: (251) 972-8523
Fax: (251) 972-8520

NOTICE OF PUBLIC HEARING

Case No. Z-18054
Prewett Property
Planning District 15

Notice is hereby given that the Baldwin County Commission will conduct a public hearing concerning a request submitted by Hutchison, Moore & Rauch on behalf of Travis Prewett, owner of property located on Co Rd 13 in Planning District 15. The applicant is requesting approval to rezone 8.74+ acres from RSF-2 Single Family District to B-1 - Professional Bus. District. The Parcel Identification Number is 05-43-05-15-0-000-018.000.

The public hearing will be conducted during the next regular meeting of the Baldwin County Commission which is scheduled for Tuesday, January 15, 2019, beginning at 8:30 a.m. at the Baldwin County Administration Building, 322 Courthouse Square in Bay Minette, AL.

The said application will be considered by the Baldwin County Commission pursuant to Alabama Code 45-2-261. The application materials are available for public review at the office of the Baldwin County Planning & Zoning Department, 22070 Hwy 59 in Robertsdale, AL, or at the Foley Satellite Courthouse, 201 East Section Avenue in Foley, Alabama during normal business hours. If you desire to speak with someone by telephone about this application please contact the Baldwin County Planning and Zoning Department at (251)580-1655. If you desire to submit written comments, please address your correspondence to:

Baldwin County Planning & Zoning Department
22251 Palmer Street
Robertsdale, AL 36567

You may fax your comments to Planning & Zoning Department at (251)580-1656. If you desire to address the Baldwin County Commission in person about this application please attend the public hearing at the time and location listed above.

Public participation is solicited without regard to race, color, national origin, sex, age, religion, disability or family status. Persons who require special accommodations under the

Registration open for Tourism Society's Spring session

Registration is now open for Eastern Shore Chamber of Commerce's Explore Eastern Shore Tourism Society Spring session. This is such a fun way to experience our community.

The Eastern Shore Chamber of Commerce Explore Eastern Shore Tourism Society teaches you all about local events, attractions & destinations. Our goal is to support tourism in our area while encouraging community involvement from

locals. We hope that Tourism Society members will have a blast exploring the Eastern Shore and will share their experiences with tourists they encounter, friends and family. Each session includes three program days that include speakers, a trade

show, attraction tours & graduation.

Spring Session Dates:

- March 28 - Speakers & Trade Show
- April 25 - Tour Date
- May 20 - Graduation

Who is an ideal participant?

- Front-line hospitality employees who greet and refer visitors to local attractions, restaurants and activities.
- Locals who are a constant cheerleader for the Eastern Shore and love sharing fun things to do.

- Those interested in volunteering at local tourism events.

There is a participation fee of \$50 to cover meals.
To sign up for Spring Session, visit <https://goo.gl/forms/yaSFESY7ZYNYRyt1>.

BALDWIN COUNTY COMMISSION BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

Mailing Address 22251 Palmer Street Robertsdale, AL 36567 Phone: (251) 580-1655 Fax: (251) 580-1656	Physical Address 22070 Highway 59 Robertsdale, AL 36567 Phone: (251) 580-1655 Fax: (251) 580-1656	Foley Office 201 East Section Avenue Foley, AL 36535 Phone: (251) 972-8523 Fax: (251) 972-8520
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NOTICE OF PUBLIC HEARING

**Case No. Z-18047
Stapleton Property
Planning District 15**

Notice is hereby given that the Baldwin County Commission will conduct a public hearing concerning a request submitted by Clifford Stapleton, owner of property located at 13045 Co Rd 64 in Planning District 15. The applicant is requesting approval to rezone 6± acres from RA - Rural Agricultural District to RR- Rural District. The Parcel Identification Number is 05-42-04-17-0-000-001.002.

The public hearing will be conducted during the next regular meeting of the Baldwin County Commission which is scheduled for Tuesday, January 15, 2019, beginning at 8:30 a.m. at the Baldwin County Administration Building, 322 Courthouse Square in Bay Minette, AL.

The said application will be considered by the Baldwin County Commission pursuant to Alabama Code 45-2-261. The application materials are available for public review at the office of the Baldwin County Planning & Zoning Department, 22070 Hwy 59 in Robertsdale, AL, or at the Foley Satellite Courthouse, 201 East Section Avenue in Foley, Alabama during normal business hours. If you desire to speak with someone by telephone about this application please contact the Baldwin County Planning and Zoning Department at (251)580-1655. If you desire to submit written comments, please address your correspondence to:

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BALDWIN COUNTY COMMISSION BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

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NOTICE OF PUBLIC HEARING

**Case No. Z-18054
Prewett Property
Planning District 15**

Notice is hereby given that the Baldwin County Commission will conduct a public hearing concerning a request submitted by Hutchison, Moore & Rauch on behalf of Travis Prewett, owner of property located on Co Rd 13 in Planning District 15. The applicant is requesting approval to rezone 8.74± acres from RSF-2 Single Family District to B-1 - Professional Bus. District. The Parcel Identification Number is 05-43-05-15-0-000-018.000.

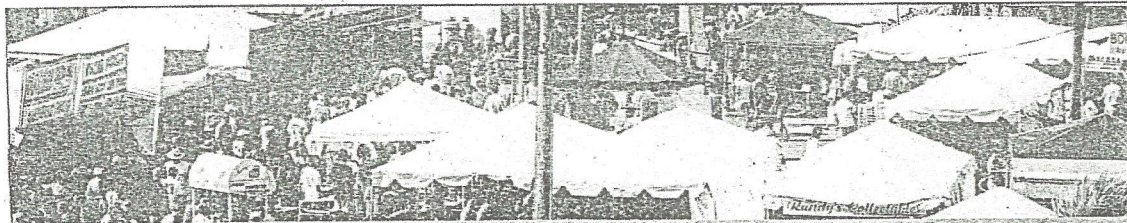
The public hearing will be conducted during the next regular meeting of the Baldwin County Commission which is scheduled for Tuesday, January 15, 2019, beginning at 8:30 a.m. at the Baldwin County Administration Building, 322 Courthouse Square in Bay Minette, AL.

The said application will be considered by the Baldwin County Commission pursuant to Alabama Code 45-2-261. The application materials are available for public review at the office of the Baldwin County Planning & Zoning Department, 22070 Hwy 59 in Robertsdale, AL, or at the Foley Satellite Courthouse, 201 East Section Avenue in Foley, Alabama during normal business hours. If you desire to speak with someone by telephone about this application please contact the Baldwin County Planning and Zoning Department at (251)580-1655. If you desire to submit written comments, please address your correspondence to:

Baldwin County Planning & Zoning Department
22251 Palmer Street
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You may fax your comments to Planning & Zoning Department at (251)580-1656. If you desire to address the Baldwin County Commission in person about this application please attend the public hearing at the time and location listed above.

Public participation is solicited without regard to race, color, national origin, sex, age, religion, disability or family status. Persons who require special accommodations under the Americans with Disabilities Act or those requiring language translation services should contact the Baldwin County Planning & Zoning Department at 251-580-1655.



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1 COMMISSION MEMBER DEWANE HAYES: I'll second
2 it.

3 CHAIRMAN SAM DAVIS: There is a second. All in
4 favor, say aye.

5 (Commission Members say "aye" in unison.)

6 CHAIRMAN SAM DAVIS: All opposed?

7 (No response.)

8 CHAIRMAN SAM DAVIS: Carries unanimously.

9 MR. VINCE JACKSON: Thank you.

10

11 **8-B - CASE Z-18047, STAPLETON PROPERTY**

12 MR. VINCE JACKSON: Your next agenda item is
13 Z-18047, Stapleton property. This is a request to
14 re-zone from RA to RR, Rural District.

15 This is another one that you have already seen. The
16 applicant is requesting to re-zone six (6) acres to allow
17 continued commercial kitchen/catering business as well as
18 other potential commercial uses.

19 This one was before you on November the 1st of 2018.
20 And at that time, we did recommend the re-zoning to RR,
21 and the Planning Commission did recommend approval of RR.

22 We had advertised as a B-4, because we -- at the
23 time of submission and our application deadline, we
24 weren't entirely sure what was needed, so we advertised
25 it as B-4 to make sure all the bases were covered. But
26 it was always our intention to recommend RR.

27 Again, this is back before you because of the
28 advertising issue. So it has been re-advertised as a

BALDWIN COUNTY PLANNING AND ZONING COMMISSION REGULAR MEETING 01/03/2019

1 request for RR. And, once again, we are recommending
2 approval of the RR.

3 This property is located on the north side County
4 Road 64, east of the Pursley Road in Planning District
5 12. And here is the locator map showing the subject
6 property.

7 The reason we recommended RR is because the Rural
8 District is more consistent with the surrounding RA. And
9 as you can see, based on the zoning map, it's completely
10 surrounded by RA.

11 It also allows the catering business by right. So,
12 in this instance, you wouldn't have to have an actual
13 commercial designation for the catering business to
14 continue.

15 There are other commercial uses that would be
16 allowed by RR, but a number of the uses are subject to
17 either a special exception or conditional use approval.
18 So they would require a public hearing either before the
19 Planning Commission or before the Board of Adjustment.

20 Here is the aerial of the subject property, survey,
21 and here are some pictures. And as I understand it, this
22 business has been at this location for about twenty (20)
23 or so years. It was in place for many years prior to the
24 adoption of zoning in 2006.

25 Once again, as with before, the staff recommends
26 approval of this application. And I'll be happy to
27 answer any questions.

28 CHAIRMAN SAM DAVIS: Any questions? We've got

BALDWIN COUNTY PLANNING AND ZONING COMMISSION REGULAR MEETING 01/03/2019

1 one Commissioner that needs to recuse himself.

2 COMMISSION MEMBER DANIEL NANCE: I recuse
3 myself from this.

4 CHAIRMAN SAM DAVIS: Any questions for Vince?

5 (No response.)

6 CHAIRMAN SAM DAVIS: Okay. Thank you, Vince.
7 We'll open the public hearing at this point. There
8 is the applicant here, and one signed up against, Gail
9 Bolar.

10 Ms. Bolar, would you like to come up to the mic?

11 MS. GAIL BOLAR: Yes, sir. Good evening. My
12 name is Gail Bolar. My husband and I, we bought the
13 property -- bought our property from the Stapleton's. So
14 our property is connected to what the zoning part is.

15 We bought the property because we wanted country
16 living at its best. It's private. It's secluded. It is
17 country living at its best.

18 One Sunday morning, we got up. There was a baby
19 deer on the side of our house. It doesn't get any better
20 than that to me. The only neighbors we have are cows.
21 And we love cows. They're kind of nosey, but they keep
22 to themselves.

23 And we love the way we live. I don't want to wake
24 up one morning and the trees are being snatched down next
25 to our house exposing us to the highway and to people.

26 We have no problem with the catering business. We
27 just don't want to lose the reason why we bought the
28 property, for the privacy, for being secluded. It's a

BALDWIN COUNTY PLANNING AND ZONING COMMISSION REGULAR MEETING 01/03/2019

1 lovely place, just like we thought it would be.

2 So we're just asking y'all -- We don't have any
3 problem with the catering business or anything. We just
4 don't want a business right next to our house. We want
5 to just keep our privacy.

6 And we want know to about our taxes. We asked that
7 the last time. We were told taxes would, you know, be
8 affected if it's commercial.

9 We asked about would we be able to build things on
10 our property, and we were told that it shouldn't affect
11 us building on our property.

12 But the main thing is we just want to keep our
13 privacy and live the country life that we planned and we
14 have.

15 CHAIRMAN SAM DAVIS: Any questions for
16 Ms. Bolar?

17 (No response.)

18 CHAIRMAN SAM DAVIS: Okay. Thank you,
19 Ms. Bolar.

20 MS. GAIL BOLAR: Thank you.

21 CHAIRMAN SAM DAVIS: Mr. Stapleton, would you
22 like to come up and address her concerns?

23 MR. CLIFF STAPLETON: Hi. I'm Cliff Stapleton.
24 I'm the owner of the property. I'm just trying to get
25 the property designated for what it's been used for since
26 1994. It's been use for a commercial property. And I'm
27 just trying to get it re-zoned.

28 I'm not, you know -- Of course, I am trying to sell

BALDWIN COUNTY PLANNING AND ZONING COMMISSION REGULAR MEETING 01/03/2019

1 the property. I don't exactly know what type of business
2 will, you know -- if we sell, what the business will be
3 moving in there.

4 But, as I think was said before, that they will have
5 special exceptions and will have to go to the Planning
6 Commission, you know, for you guys to approve for
7 whatever, you know, might go in there besides the
8 catering business.

9 And I don't want to disturb your life, either. But,
10 you know, I have an interest in it as far as, you know,
11 just trying to get the property sold. I just -- you
12 know, it's been used for that for twenty (20) plus years.

13 I just think it needs to be re-zoned or whatever.
14 It got zoned in 2006. Nobody asked me or told me about
15 it being re-zoned. So, anyway, that's it. I'm just
16 trying to get it designated to the way it's been used for
17 the last twenty (20) years.

18 CHAIRMAN SAM DAVIS: Are there any question for
19 Mr. Stapleton?

20 COMMISSION MEMBER DEWANE HAYES: To access that
21 property, you access from Pursley Road?

22 MR. CLIFF STAPLETON: You can. I also have
23 access from 64, either way.

24 CHAIRMAN SAM DAVIS: Any other questions for
25 Cliff?

26 (No response.)

27 CHAIRMAN SAM DAVIS: Thank you, Cliff.

28 Vince, can you address those questions?

1 MR. VINCE JACKSON: Like I said, most -- a
2 number of the commercial uses would be subject to either
3 special exception or conditional use approval. If it's
4 conditional use, it comes to the Planning Commission. If
5 special exception, it goes to the Board of Adjustment.

6 So in order to even start with those uses, you would
7 have to have that approval first. It's not just --
8 having the zoning doesn't guarantee that you get that.

9 Also, you know, there would potentially be where if
10 the property -- if adjacent property has already been
11 developed as residential property, then there would be
12 the requirement for a buffer in the event that there is
13 an additional, you know, commercial development on the
14 property.

15 It didn't change anything as it is now, because as
16 long as the catering business remains as it is, you know,
17 there wouldn't be a requirement for an additional buffer,
18 unless they decided to expand.

19 And, as you can see, there is a good bit of, you
20 know, natural trees and such on the property now. It's
21 fairly wooded. But in the event there was a new
22 conditional use or special exception and a new business
23 built, then there would be a requirement for them to
24 maintain a buffer.

25 And with those -- with those processes, the Planning
26 Commission and the Board of Adjustment has some
27 discretion to impose additional conditions, if they deem
28 it necessary, in order to, you know, provide additional

1 safeguards for -- for neighboring property.

2 When it's all said and done though, RR is primarily
3 a rural and residential district. It just does have some
4 provisions for business, which you wouldn't have under,
5 you know, the existing RA.

6 But it's a much better scenario for there area than
7 B-4 would have been. Because if you'd gone with B-4,
8 then virtually everything is allowed by right. So, you
9 know, this way is designed to provide some additional
10 safeguards for neighboring property.

11 As far as the taxes on the Bolar property or what
12 they can do on their own property, this re-zoning has no
13 impact on that whatsoever.

14 CHAIRMAN SAM DAVIS: All right. Any questions
15 for Vince?

16 (No response.)

17 MR. VINCE JACKSON: And I would remind you that
18 you have already voted to make a recommendation on the
19 this property previous.

20 CHAIRMAN SAM DAVIS: Thank you, Vince.
21 Anything else from any side? Ms. Bolar, any other
22 comments?

23 MS. GAIL BOLAR: Yes, sir.

24 CHAIRMAN SAM DAVIS: If you will, come up to
25 the mic.

26 MS. GAIL BOLAR: Sir, my question is also to
27 Mr. Stapleton, I understand you want to sell your
28 property. I'm glad for you to. I don't have a

BALDWIN COUNTY PLANNING AND ZONING COMMISSION REGULAR MEETING 01/03/2019

1 problem --

2 CHAIRMAN SAM DAVIS: Ma'am, you need to address
3 the Commission.

4 MS. GAIL BOLAR: Yes, sir. Okay. My question
5 was if it's just the catering -- if it was just for
6 catering, what other potential business would come there
7 that would be right next to our house? Would we have
8 ideas for that?

9 CHAIRMAN SAM DAVIS: We'll let -- we'll let
10 Vince answer that. He answered it, but probably not as
11 specifically as you would like.

12 Vince, you want to come up?

13 MR. VINCE JACKSON: Yes.

14 CHAIRMAN SAM DAVIS: You can stand right there,
15 Ms. Bolar.

16 MS. GAIL BOLAR: Okay.

17 MR. VINCE JACKSON: Some of the businesses that
18 could be allowed by right, I mean, they would be
19 primarily the local commercial uses, office uses. It
20 would be small things like a professional office or a
21 small restaurant, that type of thing.

22 The larger, you know, big box, major commercial
23 types of things, there's really not a provision for that
24 type of use. There are some provisions for things such
25 as, you know, automobile repair. But that would be
26 subject to a special exception.

27 A special exception is a public hearing. So they
28 would have to go before the Board of Adjustment, and

BALDWIN COUNTY PLANNING AND ZONING COMMISSION REGULAR MEETING 01/03/2019

1 there would be a public notice. You would be able to
2 come out and voice your concerns. It's not something
3 where you would just wake up and there is an automobile
4 repair there the next day.

5 CHAIRMAN SAM DAVIS: Vince, correct me if I'm
6 wrong. Buffers would be required as part of that?

7 MR. VINCE JACKSON: Yes. Buffers -- if --
8 if -- if it develops commercially, buffers will be
9 required. If it's subject to special exception or
10 conditional use approval, larger buffers than what would
11 be required can actually be imposed, if necessary.

12 So there are -- there are a number of safeguards.
13 Some of the things that are allowed, outdoor recreation,
14 you know, parks, that type of thing. I'm not sure that,
15 you know, a park would necessarily be proposed here, but
16 it could be.

17 In terms of businesses, you have to think about, you
18 know, the location of the property, the size of the
19 property. So there are -- there are a number of things I
20 think that might be of concern that wouldn't necessarily
21 fit in at this location.

22 You know, but first and foremost, it does allow the
23 catering by right. So this is the minimum zoning that we
24 could do to make the catering business conform, you know,
25 without actually going to a commercial designation.

26 CHAIRMAN SAM DAVIS: All right. Thank you.

27 Does that kind of satisfy you, Ms. Bolar?

28 MS. GAIL BOLAR: Can I have a question?

1 CHAIRMAN SAM DAVIS: Sure.

2 MS. GAIL BOLAR: Explain buffer to me again.

3 Would that be like a separation or something close to
4 our --

5 MR. VINCE JACKSON: Yes. The -- the buffer
6 would be a landscaped buffer. And typically the -- the
7 landscape buffers are going to twenty-five (25) feet in
8 width.

9 So a lot of times if you have existing vegetation on
10 the property, that landscape buffer can be accomplished
11 by using the vegetation that's already there. And we
12 actually encourage that when there is enough vegetation
13 to constitute a buffer.

14 If there is not enough vegetation, then we have
15 some, you know -- we provide some guidance about what --
16 what -- what could be planted to create that buffer.

17 And the goal is to create a visual buffer from
18 adjacent properties, in particular when you have
19 residential property that's developed residential against
20 property that's developed commercial.

21 As it is right now, there is not a requirement for a
22 buffer. But if additional commercial development
23 occurred, there would be a requirement.

24 MS. GAIL BOLAR: Would we have a hearing on
25 that, too?

26 MR. VINCE JACKSON: You would have a hearing if
27 it's special exception and conditional use. And as an
28 adjacent property owner, you would receive certified

BALDWIN COUNTY PLANNING AND ZONING COMMISSION REGULAR MEETING 01/03/2019

1 notice. And most of those meetings are held here.

2 CHAIRMAN SAM DAVIS: Does that satisfy you?

3 MS. GAIL BOLAR: Yes, sir.

4 CHAIRMAN SAM DAVIS: Good. Thank you.

5 MR. VINCE JACKSON: And I would also add there
6 will be one more public hearing on this -- this re-zoning
7 before the County Commission. That will take place on
8 January the 15th in Bay Minette.

9 CHAIRMAN SAM DAVIS: Okay.

10 MS. GAIL BOLAR: What time?

11 MR. VINCE JACKSON: 9 o'clock -- 8:30.

12 MS. GAIL BOLAR: Thank you.

13 CHAIRMAN SAM DAVIS: All right. Thank you.

14 MS. GAIL BOLAR: Yes, sir.

15 CHAIRMAN SAM DAVIS: Cliff, you got anything
16 else you'd like to add?

17 MR. CLIFF STAPLETON: No.

18 CHAIRMAN SAM DAVIS: All right. We'll close
19 the public hearing at this point. The motion -- I mean,
20 the recommendation is to recommend approval to the County
21 Commission. Is there a motion to do so?

22 COMMISSION MEMBER DEWANE HAYES: I recommend
23 that we approve it.

24 CHAIRMAN SAM DAVIS: Okay. There is a motion
25 to recommend to the County Commission approval. Is it
26 there a second?

27 COMMISSION MEMBER ARTHUR OKEN: Second,
28 Mr. Chairman.

1 CHAIRMAN SAM DAVIS: Okay. There is a second.
2 All in favor, say aye.

3 (Commission Members say "aye" in unison.)

4 CHAIRMAN SAM DAVIS: All opposed?

5 (No response.)

6 CHAIRMAN SAM DAVIS: Carries unanimously.

7

8 **8-C - CASE Z-19003, GLEAVES PROPERTY**

9 CHAIRMAN SAM DAVIS: Okay. Next case is
10 Z-19003, Gleaves property. I believe I'm pronouncing
11 that right.

12 MS. CELENA BOYKIN: That's right. This is a
13 request to re-zone a little over five (5) acres. The
14 subject property currently zoned RSF-E. And the
15 applicant is asking that it be re-zoned RR.

16 The subject property is located on the east side of
17 Buzbee Road in Planning District 10. As you see, it's
18 currently zoned RSF-E, which is a Residential
19 Single-Family. The applicant is requesting RR, which is
20 a Rural District.

21 The purpose -- the reason the applicant is asking
22 for RR is because currently there is a home. The
23 applicant lives on this parcel, and also it is used with
24 RV storage, boat storage. And there is multiple storage
25 buildings on this.

26 This -- this use existed before the planning
27 district became zoned in 2007. Staff is not sure why it
28 was zoned as residential. But they asking for RR, which



Baldwin County Commission

Agenda Action Form

File #: 19-0510, **Version:** 1

Item #: DQ3

Meeting Type: BCC Regular Meeting

Meeting Date: 1/15/2019

Item Status: New

From: Celena Boykin, Planner

Submitted by: Celena Boykin, Planner

ITEM TITLE

Case No. Z-18054 - Prewett Property Rezoning Request

STAFF RECOMMENDATION

Adopt Resolution #2019-33, which approves Case No. Z-18054, Prewett Property, as it pertains to the rezoning of 8.74 acres, more or less, as located in Planning District 15, from RSF-2, Single Family District, to B-1, Professional Business District.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The subject property is currently zoned RSF-2, Single Family District, and is unoccupied. The requested zoning designation is B-1, Professional Business District. According to information submitted on the rezoning application, the purpose of this request is to allow for four office buildings that will be around 5,000 sq ft each.

The Planning Commission considered this request at its December 7, 2018 meeting and voted to recommend approval of B-1, Professional Business District.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

N/A

LEGAL IMPACT

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

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? Yes, all editions of the Gulf Coast Newspapers in general circulation within Baldwin County.

If the proof of 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 and Planning and Zoning Department

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Send Notice of Action to the following:

Hutchinson, Moore, and Rauch
P.O. Box 1127
Daphne, Alabama 36526

Additional instructions/notes: Planning and Zoning Department - Amend Zoning Map



Baldwin County Planning & Zoning Department

Baldwin County Planning Commission Staff Report

Agenda Item 8.c
Case No. Z-18054
Prewett Property
Rezone RSF-2, Single Family District to B-1, Professional Business District
December 6, 2018

Subject Property Information

Planning District: 15
General Location: Northeast corner of County Rd 64 and County Rd 13
Physical Address: N/A
Parcel Numbers: 05-43-05-15-0-000-018.000
Existing Zoning: RSF-2, Single Family District
Proposed Zoning: B-1, Professional Business District
Existing Land Use: Vacant
Proposed Land Use: Professional Offices
Acreage: 8.74± acres
Applicant: Hutchinson, Moore, and Rauch
P.O. Box 1127
Daphne, AL 36526
Owner: Travis Prewett
Lead Staff: Celena Boykin, Planner
Attachments: *Within Report*

	Adjacent Land Use	Adjacent Zoning
North	Residential & Church	RSF-2, Single Family District
South	Residential/Commercial/ Church	RSF-2, Single Family District
East	Residential	RSF-2, Single Family District
West	County Rd 13 & Multi-Family	County Rd 13, City of Daphne

Summary

The subject property is currently zoned RSF-2, Single Family District, and is unoccupied. The requested zoning designation is B-1, Professional Business District. According to information submitted on the rezoning application, the purpose of this request is to allow for four office buildings that will be around 5,000 sq ft each.

Section 4.3 RSF-2, Single Family District

4.3.1 *Generally.* This zoning district is provided to afford the opportunity for the choice of a moderate density residential environment consisting of single family homes.

4.3.2 *Permitted uses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses shall be permitted:

- (a) The following general industrial uses: extraction or removal of natural resources on or under land.
- (b) The following transportation, communication, and utility uses: water well (public or private).
- (c) The following agricultural uses: Silviculture.
- (d) Single family dwellings including manufactured housing and mobile homes.
- (e) Accessory structures and uses.
- (f) The following institutional use: church or similar religious facility.

4.3.3 *Conditional uses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses may be allowed as conditional uses:

- (a) Outdoor recreation uses.
- (b) The following institutional uses: day care home; fire station; school (public or private).
- (c) The following general commercial uses: country club.

4.3.4 *Special exception.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following use and structures designed for such use may be allowed as a special exception:

The following local commercial use: bed and breakfast or tourist home (see *Section 13.11: Bed and Breakfast Establishments*).

4.3.5 *Area and dimensional ordinances.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, *Section 12.4: Height Modifications*, *Section 12.5: Yard Requirements*, *Section 12.6: Coastal Areas*, *Section 12.8: Highway Construction Setbacks*, *Section 18.6 Variances*, and *Article 20: Nonconformities*, the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	35-Feet
Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet
Minimum Lot Area	15,000 Square Feet
Minimum Lot Width at Building Line	80-Feet
Minimum Lot Width at Street Line	40-Feet
Maximum Ground Coverage Ratio	.35

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:

- | | |
|---|--|
| (a) Accessory structures and uses | (k) Laboratory (scientific, medical or dental) |
| (b) Bank | (l) Library |
| (c) Barber shop or beauty parlor | (m) Office |
| (d) Child care center | (n) Optician |
| (e) Child care institution | (o) Police station |
| (f) Church or similar religious facility | (p) Post office |
| (g) Clinic or dentist office (medical, dental, psychiatric) | (q) School (public or private) |
| (h) Club or lodge | (r) Silviculture |
| (i) Extraction or removal of natural resources on or under land | (s) Studio for dance, music, photography, painting, etc. |
| (j) Fire station | (t) Water well (public or private) |

5.1.3 Conditional uses. The following uses are permissible as conditional uses in the B-1 Commercial Professional and Business Office District, subject to the standards and procedures established in Section 18.11: Conditional Uses:

- (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 conditional uses in the (B-1) commercial professional and Business office district, subject to the standards and procedures established in Section 18.11: Conditional Uses, and subject to the following criteria:

- (a) The commercial uses in the development may be limited in hours of operation, size of delivery trucks, and type of equipment;
- (b) The residential uses shall be designed so that they are compatible with the commercial uses;
- (c) Residential and commercial uses shall not occupy the same floor of a building;
- (d) Residential and commercial uses shall not share the same entrances;
- (e) The number of residential dwelling units shall be controlled by the dimensional standards of the B-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 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).

5.1.6 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.

Agency Comments

ADEM: No comments received.

Permit/Subdivision Manager, Seth Peterson: No comments.

Baldwin County Highway Department: No comments.

Municipality: No comments received.

Staff Analysis and Findings

The following factors for reviewing zoning amendments are found in Section 19.6 of the *Baldwin County Zoning Ordinance*. These factors are to be considered when an application is being reviewed for rezoning.

1.) Is the requested change compatible with the existing development pattern and the zoning of nearby properties?

The subject property is currently vacant. The property adjoins County Rd 13 to the west, and is directly across from Belforest Apartments, which is located in the City Limits of Daphne. The adjoining property to the north is residential and there is also a church. The adjoining property to the east is residential. The adjoining property to the south is residential, commercial (storage units), and there is also a church.

2.) Has there been a change in the conditions upon which the original zoning designation was based? Have 18 land uses or conditions changed since the zoning was established?

Zoning in Planning District 15 was established in August 2006, since that time a roundabout has been created at the intersection of County Rd. 64 and 13 and also numerous properties along County Rd 13 have been annexed into the City of Daphne. This area has a mixture of residential and commercial.

3.) Does the proposed zoning better conform to the Master Plan?

The Baldwin County Master Plan, 2013, provides a future land use designation of Residential for the subject property. If the rezoning is approved, the Future Land Use Map will be amended to reflect the designation of Commercial.

4.) Will the proposed change conflict with existing or planned public improvements?

Staff is unaware of any conflicts.

5.) Will the proposed change adversely affect traffic patterns or congestion?

In 5.1.1, Purpose and intent of B-1, of the Zoning Ordinance it states: 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.

6.) Is the proposed amendment consistent with the development patterns in the area and appropriate for orderly development of the community? The cost of land or other economic considerations pertaining to the applicant shall not be a consideration in reviewing the request.

See response to Standards Number 1 and 2.

7.) Is the proposed amendment the logical expansion of adjacent zoning districts?

Yes, as stated above, the intent of B-1 zoning is 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.

8.) Is the timing of the request appropriate given the development trends in the area?

Timing is not a factor.

9.) Will the proposed change adversely impact the environmental conditions of the vicinity or the historic resources of the County?

Staff anticipates no adverse impacts.

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.

Staff Comments and Recommendation

As stated previously, the subject property is currently zoned RSF-2, Single Family District, and is unoccupied. The requested zoning designation is B-1, Professional Business District. According to information submitted on the rezoning application, the purpose of this request is to allow for four office buildings that will be around 5,000 sq ft each.

Staff has no major concerns with this request. Unless information to the contrary is revealed at the public hearing, staff recommends **APPROVAL** of Case Z-18054 to the County Commission. *

**On rezoning applications, the Planning Commission will be making a recommendation to the County Commission.*

Property Images





SUBJECT PROPERTY

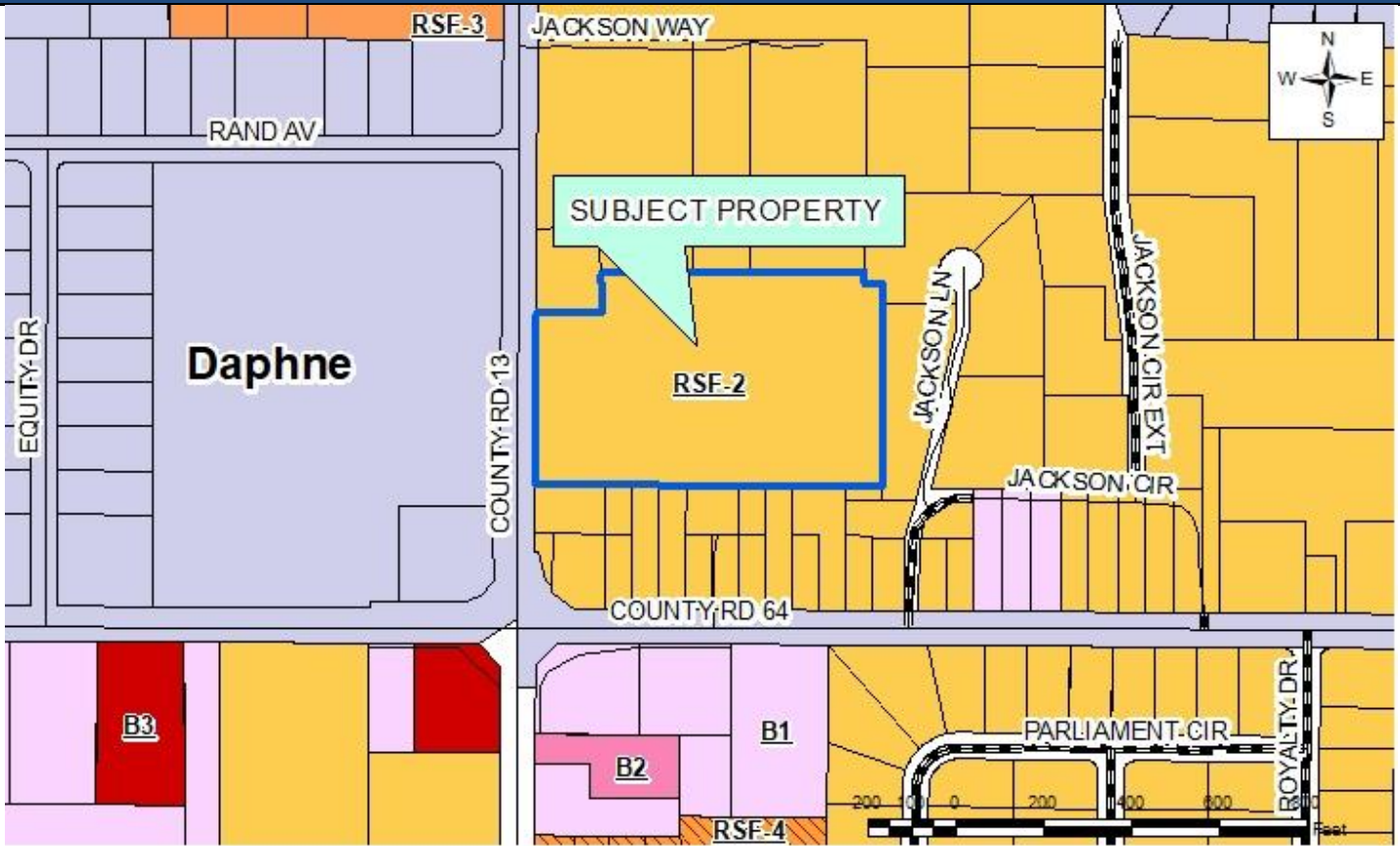
11/14/2018



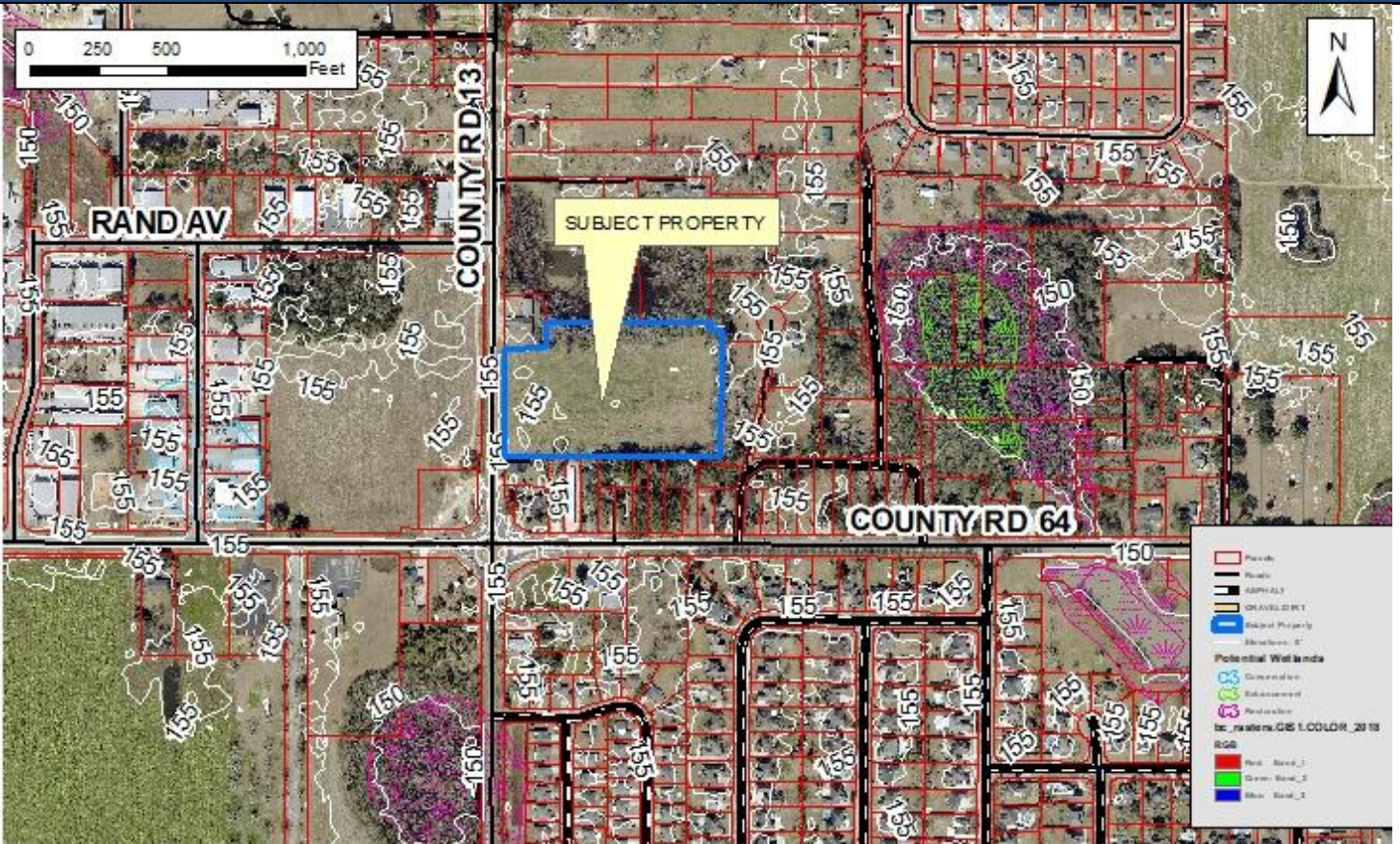
**ADJOINING PROPERTIES
TO THE SOUTH**

11/14/2018

Locator Map



Site Map



BALDWIN COUNTY PLANNING & ZONING COMMISSION

VOTING SHEET

Case# Z-18054

Prewitt Property

Rezone RSF-2 to B-1

12/6/2018

Motion: to recommend approval

Made by: Arthur Oken

Motion Seconded by: Spence Monroe

MEMBER	IN FAVOR OF MOTION MADE	OPPOSED TO MOTION MADE
Sam Davis*		
Dewane Hayes	X	
Spence Monroe	X	
Kevin Murphy	A	A
Arthur Oken	X	
Doug Thomas	X	
Bonnie Lowry	X	
Daniel Nance	X	
Brandon Bias	A	A

*The Chairman only votes in the event of a tie.

MOTION TO RECOMMEND APPROVAL CARRIES
ON A VOTE OF 6-0

BALDWIN COUNTY PLANNING AND ZONING COMMISSION REGULAR MEETING 12/06/2018

1 COMMISSION MEMBER BONNIE LOWRY: Second.

2 CHAIRMAN SAM DAVIS: Second. All in favor, say
3 aye.

4 (Commission Members say "aye" in unison.)

5 CHAIRMAN SAM DAVIS: All opposed?

6 (No response.)

7 CHAIRMAN SAM DAVIS: Carries unanimously.

8 MS. LINDA LEE: Thank you.

9

10 **8-C - CASE Z-18054, PREWETT PROPERTY**

11 CHAIRMAN SAM DAVIS: All right. The next one
12 is Z-18054.

13 MS. CELENA BOYKIN: All right. This is a
14 request to re-zone eight-point-seven-four (8.74) acres.
15 The subject property is located just east of County Road
16 13 and just north of County Road 64.

17 The subject property currently zoned RSF-2. The
18 applicant is requesting it be re-zoned to B-1, which is a
19 Professional Business District. Their request for the
20 B-1 is to allow for four (4) office buildings that will
21 be around five thousand (5,000) square foot each.

22 As you can see on the zoning map, the subject
23 property is surrounded by RSF-2. To the west of the
24 subject property, the west side of County Road 13, most
25 of that property is located in City of Daphne. And on
26 that larger parcel, there is fixing to be apartments
27 being built. And to the north of that and to the west of
28 that there is a business park.

BALDWIN COUNTY PLANNING AND ZONING COMMISSION REGULAR MEETING 12/06/2018

1 Here are pictures of the subject property and also
2 the adjoining property. Here is a site plan of what the
3 applicant plans to do on this property. And this is just
4 an example of what they would like the office buildings
5 to look like.

6 Staff has recommended approval of this and sees no
7 issues with their request.

8 CHAIRMAN SAM DAVIS: Any questions for Celena?

9 (No response.)

10 CHAIRMAN SAM DAVIS: All right. Thank you,
11 Celena. There is no opposition to this. We have three
12 peopled signed up to speak in favor. There's the
13 owner -- Who is the owner?

14 (Mr. Travis Prewett indicates.)

15 CHAIRMAN SAM DAVIS: Travis?

16 MR. TRAVIS PREWETT: Yes. Travis Prewett.

17 CHAIRMAN SAM DAVIS: Okay. Do you have
18 anything you'd like for us to know?

19 MR. TRAVIS PREWETT: Any questions for
20 Mr. Prewett?

21 COMMISSION MEMBER SPENCE MONROE: Yeah. You're
22 just going to build four (4) buildings to lease out?

23 MR. TRAVIS PREWETT: I'm going to -- I'm
24 planing to owner occupy part of one of the buildings.

25 COMMISSION MEMBER SPENCE MONROE: Okay.

26 CHAIRMAN SAM DAVIS: Looks like they're going
27 to be nice. All right. Thank you, sir.

28 Vincent Nicholson, you got anything you'd like for

1 us to know?

2 MR. VINCENT NICHOLSON: I am Vince Nicholson.
3 My family owns the property just south along 13 and
4 another parcel adjoining that along 64.

5 We are in complete favor of the re-zoning, as we
6 are, as well, planning to re-zone. One concern I have
7 for one of the neighbors to that property, abuts that
8 property on the south property line, there is a drainage
9 easement that we thought was there. And it really needs
10 to be retained doing any development, as well as it
11 serves as a driveway for some of the property owners that
12 live along the southern property line.

13 And I was told they would consider that. Because
14 the traffic count is so high along 13 as well as 64, that
15 rear access to their property is sort of critical to them
16 on a daily basis.

17 So, you know, if you will, would you consider that,
18 as well as the owner, just allowing them to have that
19 easement?

20 It looks like there is plenty of room. So that's,
21 you know -- that's the only thing. But, for the most
22 part, we're getting ready to re-zone business. And we
23 are in favor of it. Thank you.

24 CHAIRMAN SAM DAVIS: Okay. Any questions for
25 Mr. Nicholson?

26 (No response.)

27 CHAIRMAN SAM DAVIS: Thank you.

28 Stuart Smith, you got anything you want us to know?

BALDWIN COUNTY PLANNING AND ZONING COMMISSION REGULAR MEETING 12/06/2018

1 MR. STUART SMITH: Only if you have questions.

2 CHAIRMAN SAM DAVIS: Any questions for Stuart?

3 (No response.)

4 CHAIRMAN SAM DAVIS: Looks like there's none.

5 Okay. We'll close the public hearing at this point.

6 Staff, anything else?

7 MS. CELENA BOYKIN: (Indicates negatively.)

8 CHAIRMAN SAM DAVIS: Any other questions for
9 Celena?

10 MS. CELENA BOYKIN: As far as the drainage,
11 that -- they will have to submit a drainage plan when
12 they plan to start building. That will be reviewed by
13 Seth or one of the engineers.

14 CHAIRMAN SAM DAVIS: All right. Thank you,
15 Celena.

16 Staff has recommended approval. This will be a
17 recommendation to the County Commission to approve. Is
18 there a motion to do so?

19 COMMISSION MEMBER ARTHUR OKEN: So moved,
20 Mr. Chairman.

21 CHAIRMAN SAM DAVIS: There is a motion to
22 recommend approval to the County Commission. Is there a
23 second?

24 COMMISSION MEMBER SPENCE MONROE: Second.

25 CHAIRMAN SAM DAVIS: There is a second. All in
26 favor, say aye.

27 (Commission Members say "aye" in unison.)

28 CHAIRMAN SAM DAVIS: All opposed?

1 (No response.)

2 CHAIRMAN SAM DAVIS: Carries unanimously.

3
4 **8-D - CASE Z-18055, SMITH PROPERTY**

5 CHAIRMAN SAM DAVIS: Okay. We're up to the
6 case we're looking for, obviously, is the last one, Case
7 Z-18055, Smith property.

8 MR. VINCE JACKSON: The applicant is requesting
9 to re-zone approximately five-point-two-three (5.23)
10 acres from RA, Rural Agricultural District, to B-4, Major
11 Commercial District.

12 The proposed uses would be transitional housing and
13 repurposing of shipping containers into structures such
14 as small, tiny dwellings where residents of transitional
15 housing would be employed. And small engine repair has
16 also been mentioned as a possible use.

17 The transitional housing would be to analogous to a
18 dormitory. And the repurposing of the shipping
19 containers would be analogous to manufactured housing
20 service and repair.

21 These two uses, along with the small engine repair,
22 would be allowed by right under the proposed B-4
23 destination.

24 The subject property is located on south side of
25 River Road, north of Stix River in Planning District 12.
26 Before you is the locator map showing the subject
27 property and the surrounding zoning.

28 As you can see, the parcels surrounding are all

STATE OF ALABAMA

COUNTY OF BALDWIN

RESOLUTION # 2019-033

DETERMINATION OF THE BALDWIN COUNTY COMMISSION, REGARDING **Case No. Z-18054, Prewett Property** SUCH DETERMINATION AS AUTHORIZED PURSUANT TO SECTION 45-2-261 THROUGH SECTION 45-2-261.18, CODE OF ALABAMA (1975).

WHEREAS, Hutchinson, Moore, and Rauch has petitioned the Baldwin County Commission to rezone certain property, in Planning (Zoning) District No. 15, for property identified herein and described as follows:

COMMENCING FROM A 1/2" IRON REBAR WITH CAP (CA#604) AT THE NORTHEAST CORNER OF LOT 1, GCOF & WSR 64-13 REPLAT, AS SHOWN ON PLAT THEREOF RECORDED ON SLIDE 2514-A IN PROBATE RECORDS BALDWIN COUNTY ALABAMA; THENCE RUN NORTH 72°55'50" EAST A DISTANCE OF 100.53 FEET TO A 1/2" IRON REBAR WITH CAP (LS#23660) ON THE EAST MARGIN OF BALDWIN COUNTY HIGHWAY 13, AN 80' RIGHT-OF-WAY, FOR THE POINT OF BEGINNING; THENCE RUN NORTH 00°22'21" EAST ALONG SAID EAST RIGHT-OF-WAY A DISTANCE OF 415.12 FEET TO A 5/8" IRON REBAR WITH CAP (ILLEGIBLE); THENCE LEAVING SAID RIGHT-OF-WAY NORTH 87°43'08" EAST A DISTANCE OF 154.33 FEET TO A 5/8" IRON REBAR WITH CAP (CA#597); THENCE RUN NORTH 05°43'56" WEST A DISTANCE OF 76.78 FEET TO A 5/8" IRON REBAR WITH CAP (LS#17519); THENCE RUN NORTH 89°55'57" EAST A DISTANCE OF 207.66 FEET TO A 5/8" IRON REBAR WITH CAP (LS#17519); THENCE RUN SOUTH 89°56'17" EAST A DISTANCE OF 391.26 FEET TO A 1" OPEN TOP IRON PIPE; THENCE RUN SOUTH 89°43'25" EAST A DISTANCE OF 40.29 FEET TO A 1/2" IRON REBAR WITH CAP (CA#604); THENCE RUN SOUTH 00°14'00" EAST A DISTANCE OF 46.77 FEET TO A 1/2" IRON REBAR; THENCE RUN SOUTH 00°09'40" WEST A DISTANCE OF 453.13 FEET TO A 1/2" IRON REBAR WITH CAP (ILLEGIBLE); THENCE RUN NORTH 89°43'41" WEST A DISTANCE OF 85.37 FEET TO A 1/2" IRON REBAR; THENCE RUN NORTH 89°56'59" WEST A DISTANCE OF 420.50 FEET TO A 1/2" IRON REBAR WITH CAP (ILLEGIBLE); THENCE RUN NORTH 89°24'57" WEST A DISTANCE OF 60.14 FEET TO A 1/2" IRON REBAR WITH CAP (LS#10675); THENCE RUN NORTH 89°27'19" WEST A DISTANCE OF 60.37 FEET TO A 3/4" IRON REBAR; THENCE RUN NORTH 89°45'57" WEST A DISTANCE OF 161.01 FEET TO THE POINT OF BEGINNING; SAID DESCRIBED PARCEL CONTAINING 8.74 ACRES, MORE OR LESS, AND LYING WITH THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA.

Otherwise known as tax parcel number, **05-43-05-15-0-000-018.000**, as found in the office of the Revenue Commissioner of Baldwin County, Alabama; and

WHEREAS, the petitioner has requested that the property herein identified be rezoned from RSF-2, Single Family District, to B-1, Professional Business District; and

WHEREAS, the Baldwin County Planning and Zoning Commission held a public hearing on December 7, 2018, and voted to recommend approval of rezoning to B-1, Professional Business District; and

WHEREAS, the Baldwin County Commission held a public hearing on January 15, 2019; and

WHEREAS, the requirements of SECTION 45-2-261 THROUGH SECTION 45-2-261.18, CODE OF ALABAMA (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 property (Case No. Z-18054, Prewett Property) as herein identified and described and as found within the confines of Planning (Zoning) District No. 15 from RSF-2, Single Family District, to B-1, Professional Business District which amends the Planning (Zoning) District Boundary designations of the Planning (Zoning) District No. 15 Official Map, is hereby **APPROVED**.

DONE, Under the Seal of the County Commission of Baldwin County, Alabama, on this the 15th day of January 2019.

Honorable Charles F. Gruber, Chairman

ATTEST

Ronald J. Cink, County Administrator

Planning and Zoning
Department

Memo

To: Anu Gary, Records Manager
From: DJ Hart
CC: Sharon Grant, Accounting
Date: 1/7/2019
Re: Z-18054 Prewett Property

Proof of Advertisement for the Baldwin County Planning and Zoning Commission Public Hearing on 12/6/2018.

Anu:

Attached is the original Proof of Publication for the Baldwin County Planning and Zoning Commission public hearing for case:

Z-18054 Prewett Property

The Planning and Zoning Commission meeting was held **Thursday December 6, 2018**.

The County Commission public hearing is scheduled for **Tuesday January 15, 2019**

Please let me know if you have any questions.

Thank You,

DJ Hart

GULF COAST MEDIA

A DIVISION OF OPC NEWS, LLC
PO BOX 1677 • SUMTER, SC 29150

FOLEY 251.943.2151
The Courier – The Islander
The Onlooker
The Baldwin Times

LEGAL REP - 251-345-6805

PROOF OF PUBLICATION STATE OF ALABAMA • BALDWIN COUNTY

Before me, the undersigned authority in and for said County, in said State, personally appeared April M. Wallace who, by me duly sworn, deposes and says that: she is the Legal Representative of the following newspaper listed below, a newspaper of GENERAL CIRCULATION, PUBLISHED and PRINTED in Baldwin County, Alabama, and that there was published in The Courier, The Islander, The Onlooker, & or The Baldwin Times in the issue/s of:

11/21/2018

a legal notice, a copy of which is hereto attached. The sum charged by the Newspaper for said publication does not exceed the lowest classified rate paid by commercial customers for an advertisement of similar size and frequency in the same newspaper(s) in which the public notice appeared.

There are no agreements between the Newspaper and the officer or attorney charged with the duty of placing the attached legal advertising notices whereby any advantage, gain or profit accrued to said officer or attorney.

X Am Wallace
April M. Wallace, Legal Ad Representative

X Amber Kimbler
Amber Kimbler, Notary Public
Baldwin County, Alabama
My commission expires April 10, 2022



AMBER KIMBLER
My Commission Expires
April 10, 2022

Sworn and subscribed to on 11/21/2018.

BALDWIN COUNTY PLANNING & ZONING

Acct#: 983695

Ad#: 292641

Case No. Z-18054 Prewett Property

Amount of Ad: \$104.44

Legal File# Case No. Z-1805

BALDWIN COUNTY PLANNING & ZONING COMMISSION BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

Mailing Address
22251 Palmer Street
Robertsdale, AL 36567
Phone: (251) 580-1655
Fax: (251) 530-1656

Physical Address
22070 Highway 59
Robertsdale, AL 36567
Phone: (251) 580-1655
Fax: (251) 530-1656

Foley Office
201 East Section Avenue
Foley, AL 36535
Phone: (251) 972-8523
Fax: (251) 972-8520

NOTICE OF PUBLIC HEARING Case No. Z-18054 Prewett Property Planning District 15

Notice is hereby given that the Baldwin County Planning & Zoning Commission will conduct a public hearing concerning a request submitted by Hutchison, Moore & Ranch on behalf of Travis Prewett, owner of property located on Co Rd 13 in Planning District 15. The applicant is requesting approval to rezone 8.74 acres from RSF-1 Single Family District to B-1 - Professional Bus. District. The Parcel Identification Number is 05-43-05-15-0-000-018.000.

The public hearing will be conducted during the next regular meeting of the Baldwin County Planning & Zoning Commission which is scheduled for Thursday, December 6, 2018, beginning at 6:00 p.m. at the Baldwin County Central Annex, 22251 Palmer St. in Robertsdale, AL.

The said application will be considered by the Baldwin County Planning & Zoning Commission pursuant to Alabama Code 45-2-261. The application materials are available for public review at the office of the Baldwin County Planning & Zoning Department, 22070 Hwy 59 in Robertsdale, AL, or at the Foley Satellite Courthouse, 201 East Section Avenue in Foley,

Alabama during normal business hours. If you desire to speak with someone by telephone about this application please contact the Baldwin County Planning and Zoning Department at (251)580-1655. If you desire to submit written comments, please address your correspondence to:

Baldwin County Planning
& Zoning Department
22251 Palmer Street
Robertsdale, AL 36567

You may fax your comments to Planning & Zoning Department at (251)580-1656. If you desire to address the Planning Commission in person about this application please attend the public hearing at the time and location listed above.

Public participation is solicited without regard to race, color, national origin, sex, age, religion, disability or family status. Persons who require special accommodations under the Americans with Disabilities Act or those requiring language translation services should contact the Baldwin County Planning & Zoning Department at 251-580-1655.

November 21, 2018



Planning and Zoning
Department

Memo

To: Anu Gary, Records Manager
From: DJ Hart
CC: Sharon Grant, Accounting
Date: 1/7/2019
Re: Z-18054 Prewett Property

Proof of Advertisement for the Baldwin County Commission Public Hearing on 1/15/2019.

Anu:

Attached is the original Proof of Publication for the Baldwin County Commission public hearing for case:

Z-18054 Prewett Property

The Planning and Zoning Commission meeting was held **Thursday December 6, 2018**.

The County Commission public hearing is scheduled for **Tuesday January 15, 2019**

Please let me know if you have any questions.

Thank You,

DJ Hart

GULF COAST MEDIA

A DIVISION OF OPC NEWS, LLC
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FOLEY 251.943.2151
The Courier – The Islander
The Onlooker
The Baldwin Times

LEGAL REP - 251-345-6805

PROOF OF PUBLICATION STATE OF ALABAMA • BALDWIN COUNTY

Before me, the undersigned authority in and for said County, in said State, personally appeared April M. Wallace 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:

12/19/2018, 12/26/2018, 01/02/2019

a legal notice, a copy of which is hereto attached. The sum charged by the Newspaper for said publication does not exceed the lowest classified rate paid by commercial customers for an advertisement of similar size and frequency in the same newspaper(s) in which the public notice appeared.

There are no agreements between the Newspaper and the officer or attorney charged with the duty of placing the attached legal advertising notices whereby any advantage, gain or profit accrued to said officer or attorney.

X April M. Wallace
April M. Wallace, Legal Ad Representative

X Amber Kimbler
Amber Kimbler, Notary Public
Baldwin County, Alabama
My commission expires April 10, 2022



AMBER KIMBLER
My Commission Expires
April 10, 2022

Sworn and subscribed to on 01/02/2019.

BALDWIN COUNTY PLANNING & ZONING

Acct#: 983695

Ad#: 293628

Prewett Property-BC Commission

Amount of Ad: \$307.44

Legal File# Prewett Propert

**BALDWIN COUNTY COMMISSION
BALDWIN COUNTY PLANNING & ZONING DEPARTMENT**

Mailing Address
22251 Palmer Street
Robertsdale, AL 36567
Phone: (251) 580-1655
Fax: (251) 580-1656

Physical Address
22070 Highway 59
Robertsdale, AL 36567
Phone: (251) 580-1655
Fax: (251) 580-1656

Foley Office
201 East Section Avenue
Foley, AL 36535
Phone: (251) 972-8523
Fax: (251) 972-8520

NOTICE OF PUBLIC HEARING
Case No. Z-18054
Prewett Property
Planning District 15

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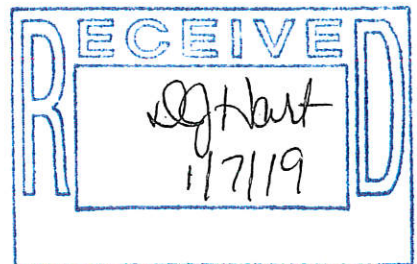
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December 19-26, 2018;
January 2, 2019





THE COURIER • THE ONLOOKER • THE ISLANDER • THE BALDWIN TIMES

Printer Affidavit:

This is to certify the attached advertisement

Appeared in * 1 Issue of Gulf Coast Media.

* The Onlooker * The Courier
* The Islander

Publication Date(s):

December 26, 2018

Account # 987101 PO # Z-18054

Cost \$ 312 Ad # 233061

Bethany Randall

Bethany Randall

Ad Representative

Bill To:

Baldwin Co. Planning
201 East section Ave
Foley, AL 36535

Mail payments to:

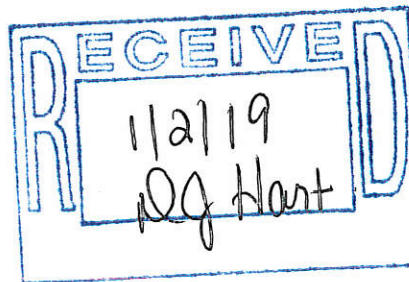
Gulf Coast Media PO Box 1677- Sumter, SC 29151

Sworn to and subscribe before me

This 2nd day of January, 20 19
Amber Kimbler

Amber Kimbler

Notary Public for Alabama



AMBER KIMBLER
My Commission Expires
April 10, 2022

Registration open for Tourism Society's Spring session

Registration is now open for Eastern Shore Chamber of Commerce's Explore Eastern Shore Tourism Society Spring session. This is such a fun way to experience our community.

What is the Explore Eastern Shore Tourism Society?

The Eastern Shore Chamber of Commerce Explore Eastern Shore Tourism Society teaches you all about local events, attractions & destinations. Our goal is to support tourism in our area while encouraging community involvement from

locals. We hope that Tourism Society members will have a blast exploring the Eastern Shore and will share their experiences with tourists they encounter, friends and family. Each session includes three program days that include speakers, a trade

show, attraction tours & graduation.

Spring Session Dates:

- March 28 - Speakers & Trade Show
- April 25 - Tour Date
- May 20 - Graduation

Who is an ideal participant?

- Front-line hospitality employees who greet and refer visitors to local attractions, restaurants and activities.
- Locals who are a constant cheerleader for the Eastern Shore and love sharing fun things to do.
- Those interested in volunteering at local tourism events.

There is a participation fee of \$50 to cover meals.

To sign up for Spring Session, visit <https://goo.gl/forms/yaSFtE5Y7ZYNRyt1>.

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CALL FOR HOME DELIVERY!
251.943.2151



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11 N. McKenzie Street • Foley, AL 36535 • www.GulfCoastNewsToday.com

City approves bid for sidewalk grant

By JOHN UNDERWOOD
john@gulfcoastmedia.com

ROBERTSDALE — The Robertsdale City Council awarded bids for a nearly half-million dollar sidewalk improvement project at its last regular meeting of the year Monday, Dec. 17.

The council unanimously approved the low bid of \$446,656.50 from Harwell and Company LLC upon the recommendation of Civil Southeast, who was approved as the engineer

for the project at the council's Nov. 19 meeting.

Bids on the project were opened Nov. 29 and there were a total of eight bids for the project.

"There was some confusion as to the legality of Harwell's bid," said Alan Killen, project manager with Civil Southeast. "But all of that has been cleared up and we are recommending that Harwell's bid be approved."

Plans for the project call for sidewalk improvements along

Krchak Lane from Alabama 59 to Palmer Street, then along Palmer Street, crossing Alabama 104 to the Baldwin County Health Department office at the Central Annex.

The project will be funded by a TAP grant through the Alabama Department of Transportation, plus a 20 percent match by the city. The city has used various TAP grants over the last several years to connect schools in the Robertsdale area, including projects along

College Street (County Road 71), Wilters Street, U.S. 90, Silverhill Avenue (Alabama 104) and Fairground Road, among others.

Following council approval, the bid will have to be approved by ALDOT before the project can begin.

Killen said he hopes to be able to start the project sometime in mid-January or early February.

In other business Dec. 17, city engineer Greg Smith informed the council that letters will be going out in January

utility bills informing customers that testing, which was supposed to be done in August, was not done until October.

"Ultimately it is our responsibility to make sure it gets done," Smith said, "and we now have automatic notifications in place to ensure that it doesn't happen again."

Smith said the company the city used for the testing was bought out by another company and the person who normally does the testing left a week before the testing was to be done. All the

tests came back clear, Smith said.

"We've never had a problem with it," he said. The Alabama Department of Environmental Management requires that the letter be sent informing residents that the test was not done when it was supposed to, he added.

The council also rescheduled its Jan. 21 meeting to Jan. 22 because of the Dr. Martin Luther King Day of Remembrance holiday. The meeting will begin at 8 a.m.

Robertsdale police reports

Dec. 4
5:32 p.m., theft of article from auto, Greer's, Alabama 59 (occurrence reported between 5:04 and 5:07 p.m.). Case pending.

Dec. 5
8:37 a.m., harassment, Crabapple Court, Loxley (occurrence reported at 8:15 a.m.). Case pending.

8:30 a.m., criminal trespass, first degree, Oak Tree Lane (occurrence reported at 9:45 p.m. Dec. 4). Case closed,

administratively cleared.
11:09 a.m., miscellaneous offenses, Quality Filters, Grissom Drive. Case closed, administratively cleared.

5:22 p.m., burglary-residence-force, third degree; arson-residence, second degree, West Illinois Street. Case pending.

10:06 p.m., Wilters Street, Douglas Randall Grant, 34, of Robertsdale, charged with possession of drug paraphernalia, obstructing a court order.

Dec. 6
5:53 p.m., Wilters Street, Shana Marie Grant, 32, of Robertsdale, charged with public intoxication.

8:43 p.m., domestic violence — harassment, third degree, no address given. Case closed, exceptional clearance, prosecution declined/other prosecution.

Dec. 7
12:59 a.m., Pearson Street, Aaron Devonte Golden, 25, of Foley, charged with driving

under the influence (alcohol); traffic violation.

7:54 a.m., incident documentation, Bartlett Lane (occurrence reported at 11:49 a.m. Dec. 4). Case closed, administratively cleared.

11:28 a.m., Styron Lane, Billie Sue Powell, 39, of Robertsdale, charged with theft of property, fourth degree.

1:26 p.m., theft-miscellaneous, third degree, Walmart, Alabama 59 (occurrence reported at noon Jan. 2, 2018). Case pending.

2:53 p.m., theft-from public building, fourth degree (occurrence reported at 2:17 p.m.). Case pending.

4:22 p.m., theft-from residence, fourth degree, Styron Lane. Case pending.

Dec. 8
1:42 p.m., shoplifting, Dollar Tree, Media Drive. Case closed, exceptional clearance, prosecution declined/other prosecution.

Dec. 9
12:17 a.m., domestic incident, Mobile Street. Case closed, administratively cleared.

7:10 a.m., attempt to elude, Pecan Street. Case pending.

10:39 a.m., criminal mischief-damage to private property, third degree, Wilters Street. Case pending.

1:54 p.m., leaving the scene of an accident, Baldwin Beach Express. Case pending.

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SUBMITTED PHOTOS

Gulf Shores Kiwanis' Polar Bear Dip

SUBMITTED

The 8th Annual Polar Bear Dip will take place on New Year's Day at high noon at the Gulf Shores main public beach (at The Hangout: 101 E. Beach Blvd). Take the plunge into the Gulf of Mexico for this uniquely coastal, family-friendly event presented by the Kiwanis Club of Gulf Shores in partnership with The Hangout, the City of Gulf Shores and the Alabama Law Enforcement Torch Run.

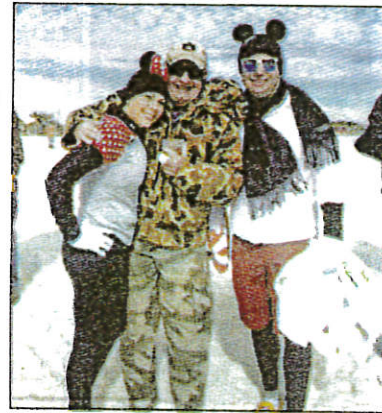
Dress up in a wacky outfit or just show up and be a part of this uniquely coastal event. The party starts at 11 a.m. with beachfront entertainment by DJ Chuck-E-Chill. Enjoy the beach bonfire,



games and entertainment as we countdown to take the dip at high noon, followed by a New Year's Day party at the Hangout, featuring live entertainment, free chili and hot chocolate for all who take the plunge, and all of the college football games. The event is to-

tally free. Polar Bear Dip souvenir T-shirts (\$15) and koozies (\$3) will be available and donations are encouraged with 100 percent of the proceeds benefit the Gulf Shores Kiwanis Club and Alabama Special Olympics. "We are excited to once again partner

with the Hangout and the City of Gulf Shores to host the 8th Annual Polar Bear Dip," said Kiwanis Club of Gulf Shores President, Matt Grant. "This event gets bigger every year. In 2017, it was sunny and 74 degrees, and we had more than 1000 partici-



pants. Last year, it was overcast and 35 degrees yet we still had the largest crowd ever. Rain, shine, hot, or cold, there is no better way to bring in the new year than by taking a dip into the gulf from our beautiful Ala-

bama beach. The event is totally free with all donations going to local charity. We invite all of our locals, snowbirds and visitors to come out, enjoy the festivities, and bring in 2019 Gulf Coast style."

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Baldwin County Commission

Agenda Action Form

File #: 19-0473, **Version:** 1

Item #: EA1

Meeting Type: BCC Regular Meeting

Meeting Date: 1/15/2019

Item Status: New

From: Kimberly Creech, Clerk/Treasurer

Eva Cutsinger, Senior Accountant

Submitted by: Sharon Grant, Accounts Payable Supervisor

ITEM TITLE

Payment of Bills

STAFF RECOMMENDATION

Pay bills totaling \$8,034,844.22 (eight million, thirty-four thousand, eight hundred forty-four dollars and twenty-two cents) with the exception of those vendors Commissioners request to be pulled, which are listed in the Baldwin County Accounts Payable Payments.

Of this amount, \$5,379,354.01 (five million, three hundred seventy-nine thousand, three hundred fifty-four dollars and one cent) is payable to the Baldwin County Board of Education for its portion of the County Sales and Use Tax.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: N/A

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

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

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

Additional instructions/notes: N/A

A/P Vendors Exceeding \$20,000

Commission Meeting: January 15, 2019

<u>Vendor Name</u>	<u>Amount</u>	<u>Brief Description</u>
Baldwin Co. Bd. Of Education	4,636,521.25	Sales Tax
	742,832.76	Use Tax
	2,216.25	Meals; JDC
Regions Bank Corp Trust	280,416.15	2015 Warrant
	167,657.60	2010 Warrant
	136,139.21	2013 Warrant
	82,941.67	2012 Warrant
	32,732.50	2014 Warrant
	1,075.00	Agent Fees; 2010 Warrant
Thompson Tractor Co	219,540.00	Caterpillar Wheel Loader; Solid Waste
	60,269.35	Repairs & Maintenance
GSP Marketing Inc	339,943.02	Side Loader (3); Solid Waste
QCHC Inc	135,333.33	Medical Services; Sheriff's Dept & JDC
Solid Waste Fund	99,850.06	Tipping Fees; Dec 2018
Historic Blakely Authority	95,129.14	Historic Parks Distribution; 1st Qtr FY19
Coastal Alabama Community College	91,046.21	Sales Tax
Petroleum Traders Corporation	67,006.71	Fuel
Symbol Health Solutions LLC	63,733.07	Health Services; Nov 2018
Motorola Solutions Inc	59,104.89	Communication Equipment
Middleton Construction LLC	41,498.92	CR32 & CR55
Baldwin Youth Services	37,539.01	Sales Tax
J&R System Integration LLC	32,194.38	SMA Renewals
K & K Systems Inc	27,700.00	Message Boards (2); Traffic
Altapointe Health Systems Inc	23,760.00	Cigarette Tax; Dec 2018
Blackburn & Conner PC	21,491.84	Legal Services; Dec 2018
TOTAL	7,497,672.32	

Number	Supplier		Co	Balance Open	Aging		
	Name	Phone Number			Current	1 - 0	Over 0
105	JUVENILE DETENTION FACILITY	251 9370264	00001	18,024.83			18,024.83
111	SEVEN CENT GAS TAX FUND	251 9370371	00001	1,477.29			1,477.29
10073	ARD'S PRINTING CO		00001	260.00			260.00
10225	UNIV AUBURN-GOVERNMENTAL SERVICES	8444782/HALEYCT R	00001	150.00			150.00
10307	BALDWIN CNTY SHERIFF'S BOYS RA		00001	1,228.97			1,228.97
14011	BUILDERS HARDWARE & SUPPLY CO	251 9372361PH	00001	339.98			339.98
14029	BAY MINETTE BUILDING SUPPLY	334 9372431	00001	188.71			188.71
14084	BOB BARKER CO INC - POS		00001	1,686.73			1,686.73
14101	BALDWIN CNTY LIBRARY COOPERATI		00001	3,122.00			3,122.00
14132	BALDWIN YOUTH SERVICES		00001	37,539.01	37,539.01		
14534	BALDWIN LOCKSMITH LLC *	251 9434291	00001	350.00			350.00
14567	BALDWIN CNTY FAMILY VIOLENCE P		00001	1,228.97			1,228.97
14572	CINDY HABER CENTER INC		00001	5,120.69			5,120.69
19009	CAMPBELL HARDWARE & SUPPLY CO	251 9472291	00001	191.30			191.30
19244	BAY MINETTE, CITY OF		00001	17,055.63			17,055.63
21127	DISTRICT ATTORNEY'S OFFICE		00001	18,364.26	18,364.26		
21252	DELTA COMPUTER SYSTEMS INC	228 3887688	00001	12,170.00	12,170.00		
25040	COASTAL AL COM COLLEGE (FAULKN		00001	91,046.21	91,046.21		
25200	FAISON, LARRY D	251 6252626	00001	3,750.00			3,750.00
27022	GULF COAST NEWSPAPERS		00001	2,877.80			2,877.80
27263	GALL'S LLC	800 4777766	00001	3,049.25			3,049.25
32419	HUNTER SECURITY INC	251 6265112	00001	100.00			100.00
36251	JUBILEE ACE HOME CENTER	334 9906665	00001	36.61			36.61
40739	NORTH BALDWIN LITERACY COUNCIL		00001	780.50			780.50
41646	FEDEX		00001	56.21			56.21
43003	OEC	800 759-3368	00001	448.82			448.82
47811	HOBART SERVICE	334 3431211	00001	306.50			306.50
51009	ROBERTSDALE AUTO PARTS INC	334 9472882	00001	160.26			160.26
51029	ROBERTSON INSURANCE AGENCY INC	334 9282163	00001	4,903.00			4,903.00
54042	SWEAT TIRE - ROBERTSDALE		00001	59.95			59.95
54317	AL STATE DEPT OF REVENUE		00001	24.25			24.25
54464	SOUTHERN CHEVROLET-OLDS-GEO		00001	171.14			171.14
54611	SAFEGUARD BUSINESS SYSTEMS - M	205 666-4959	00001	408.75	.25-		409.00
54683	SOUTH BALDWIN LITERACY COUNCIL		00001	780.50			780.50
57071	THOMPSON TRACTOR CO	334 6265100	00001	3,755.15			3,755.15
57203	ELBERTA, TOWN OF		00001	13,123.60			13,123.60
57304	TWO-WAY COMMUNICATIONS INC **	5045859200	00001	5,583.33			5,583.33
58288	TRIPLE "A" FIRE PROTECTION INC	251 6492034	00001	1,511.00			1,511.00
60353	PRODATA COMPUTER SERVICES INC	402 3999997	00001	567.00			567.00

Number	Supplier		Co	Balance Open	Aging		
	Name	Phone Number			Current	1 - 0	Over 0
64397	LONG'S HUMAN RESOURCE SERVICE		00001	2,644.94			2,644.94
64733	SMITH, JODIE M	251 9375039	00001	120.45			120.45
66006	WRIGHTS MOTOR PARTS INC	334 9372591	00001	242.72			242.72
66024	WESCO DISTRIBUTION - MOBILE	251 433 4567	00001	620.00			620.00
66034	BALDWIN CNTY HUMAN RESOURCES D		00001	409.66			409.66
66357	WASTE MANAGEMENT OF AL-MOBILE		00001	238.52			238.52
73381	SOUTHERN LINC-PO'S	251 6942335	00001	104.75			104.75
78721	BEEBE'S PEST & TERMITE CONTROL	251 9438166	00001	271.50			271.50
82202	BONNER, ALICE M	334 5594104CELL	00001	17.97	17.97		
84216	W W GRAINGER - FOR PO'S	251 661-1035	00001	238.94			238.94
85307	WAL-MART SUPERCENTER *	251 9375558	00001	123.48			123.48
86609	CULLIGAN WATER SYSTEMS OF MOBILE	251 6752697	00001	44.20			44.20
89762	MOBILE PRESS REGISTER (SUBSCRI		00001	216.00			216.00
92208	CARE HOUSE INC		00001	3,072.41			3,072.41
93964	DAVIS, PAMELA S	251 9422215	00001	23.99			23.99
94060	CHUCK STEVENS AUTO INC		00001	147.75			147.75
94182	BAY MINETTE YOUTH PROGRAM		00001	1,228.97			1,228.97
97383	MCMILLAN VIRGIL B	251 9376451	00001	150.00			150.00
98634	MCPHERSON OIL CO INC/DBA FUELS	800 2398882	00001	175.77			175.77
99320	INFIRMARY OCCUPATIONAL HEALTH	834 4333781	00001	819.15			819.15
101717	BRINK'S INCORPORATED		00001	355.02			355.02
102875	CDW - GOVERNMENT, INC - PO	866 3393526	00001	2,975.86			2,975.86
103202	WHITE, MARY K	251 9377518	00001	31.61			31.61
104053	NORTH BALDWIN SHERIFF'S SEARCH	251 937-3188	00001	4,583.20			4,583.20
104310	EMPLOYMENT SCREENING SERVICE	866 8590143	00001	178.25			178.25
104871	LOWER ALABAMA SEARCH & RESCUE		00001	4,583.20			4,583.20
105048	BALDWIN CNTY SOLID WASTE	251 9888125	00001	694.64			694.64
105435	CINTAS FIRST AID & SAFETY	251 4437301	00001	48.66	42.67-		91.33
106649	KIVA DUNES PROPERTIES LLC (R)		00001	2,348.86			2,348.86
107086	CITY ELECTRIC SUPPLY - C.E.S.	9291030	00001	519.90			519.90
107220	KEET CONSULTING SERVICES LLC	205 6209843	00001	750.00			750.00
111641	DAWN HOUSE (CIGARETTE TAX)		00001	1,228.97			1,228.97
115852	DADE PAPER & BAG CO	251 9641500	00001	2,856.17			2,856.17
116644	DAPHNE SEARCH & RESCUE UNIT		00001	4,583.20			4,583.20
118412	HART, DALETHA J	251 9471026	00001	49.05			49.05
118519	WALZ, BRENDA J	251 5804819	00001	182.04			182.04
119301	BONDURANT, CHRIS DMD MD PC	251 6216616	00001	836.00			836.00
121216	PEREGRINE SERVICES INC	318 3254762	00001	1,617.04			1,617.04
123300	SOFTWARE HOUSE INT dba SHI	800 2109629	00001	332.99			332.99
123924	LOXLEY, TOWN OF (MISC.)		00001	3,424.66			3,424.66

Number	Supplier		Co	Balance Open	Aging		
	Name	Phone Number			Current	1 - 0	Over 0
136207	SHERWIN WILLIAMS - SPANISH FOR		00001	126.75			126.75
136362	NEPHROLOGY ASSOCIATES OF MOBIL		00001	131.22			131.22
136611	BALDWIN CNTY SHERIFF'S OFFICE	251 9370210	00001	11,151.48			11,151.48
136872	LOWE'S - DAPHNE	6217620	00001	195.24			195.24
140142	VICKREY, JOIE L	251 6565792	00001	69.76			69.76
148734	AIRGAS USA, LLC - PO'S		00001	113.25			113.25
148881	ANDREWS, SUSAN R	850 639-3751	00001	1,303.39			1,303.39
150674	ZEBRA MARKETING	4382422	00001	210.38	2.45-		212.83
152477	J&R SYSTEM INTEGRATION LLC/SEC SON	2952760/JOHNGIB	00001	29,307.00			29,307.00
155037	OTIS ELEVATOR CO		00001	3,870.00			3,870.00
156427	DAPHNE YOUTH PROGRAM, CITY OF		00001	1,228.96			1,228.96
156435	FOLEY YOUTH PROGRAM, CITY OF		00001	1,228.97			1,228.97
156443	FAIRHOPE YOUTH PROGRAM, CITY O		00001	1,228.97			1,228.97
158123	TRANE-MOBILE PARTS CENTER	6652939	00001	12,600.00			12,600.00
159329	BALDWIN CNTY CORONER'S OFFICE		00001	14,355.15			14,355.15
160995	KINGS III OF AMERICA INC	800 3546473	00001	259.80			259.80
162616	SWEAT TIRE - BAY MINETTE	5808473	00001	74.95			74.95
162801	COMPLETE SAFETY WORKS INC	251 4796788	00001	73.95			73.95
165841	FORM SOLUTIONS INC	6253580	00001	165.00			165.00
166975	TSA INC	205 7339111	00001	2,195.32			2,195.32
167468	WHITES CLOCK AND CARILLON SERV	770 8425355	00001	600.00			600.00
169771	BLACKBURN & CONNER PC		00001	21,107.34			21,107.34
171635	PARMER, SHERRI L	251 9376620	00001	38.70			38.70
174473	WASTE PRO OF FLORIDA	850 4740800	00001	195.70			195.70
174561	GREEN, KERI E	251 9791863	00001	66.71			66.71
174713	PAM'S EMBROIDERY & SEWING	251 9371393	00001	472.00			472.00
180154	MOTOROLA SOLUTIONS INC**		00001	59,104.89			59,104.89
180505	CHUCK STEVENS CHEVROLET	251 937 1500	00001	147.76			147.76
180557	QUICK CAPTION INC	951 779-0787	00001	473.00			473.00
180573	DANA SAFETY SUPPLY INC	800 845 0045	00001	1,310.28			1,310.28
180990	NEOPOST USA INC		00001	2,660.13			2,660.13
180999	PETROLEUM TRADERS CORPORATIO	800 348-3705/1002	00001	62,379.88			62,379.88
181489	COASTAL OCCUPATIONAL MEDICINE		00001	60.00			60.00
181574	O'REILLY AUTO PARTS-FIRST CALL		00001	409.00	102.99-		511.99
181787	SHARP ELECTRONICS CORPORATION		00001	8,928.86	8,928.86		
181852	ALTA POINTE HEALTH SYSTEMS	251 450 5901	00001	23,760.00			23,760.00
181921	ALABAMA COASTAL RADIOLOGY	251 460-0326	00001	838.65			838.65
181922	EMERGENCY SERVICES OF MOBILE	877 248-4846	00001	2,556.12			2,556.12
182050	PUGH, PAMELA M	251 2755554	00001	29.43			29.43

Number	Supplier		Co	Balance Open	Aging		
	Name	Phone Number			Current	1 - 0	Over 0
182169	YORK, BOBBI J	251 6549184	00001	16.35			16.35
183455	STEWART, JEFFERY BRIAN	251 379-1413	00001	209.00			209.00
183649	REPUBLIC SERVICES #986		00001	1,037.40			1,037.40
183743	TRANSUNION RISK & ALTERNATIVE		00001	57.00			57.00
184042	DSD SERVICES GROUP LLC		00001	800.00			800.00
184294	PRINT SHOP, THE	251 937 1772	00001	911.50			911.50
184892	WITTICHEN SUPPLY-DAPHNE	251 375 0722	00001	47.84			47.84
185252	AUTO ZONE - ROBERTSDALE	BCC	00001	435.47	254.99-		690.46
185351	HOLLAND'S PAINT & BODY		00001	514.80			514.80
185396	MAC'S AUTOGLASS LLC	251 228 2744	00001	245.00			245.00
185594	STAPLES CONTRACT & COMMERCIAL	803 333 8496	00001	4,848.28	1,228.88-		6,077.16
185840	GOVERNMENTJOBS.COM INC dba NE	803 676-6077	00001	10,461.62			10,461.62
186326	QCHC INC		00001	130,333.33			130,333.33
186412	AL STATE DEPT OF FINANCE-CRAFT		00001	460.00			460.00
186522	COASTAL ALABAMA PARTNERSHIP		00001	5,000.00			5,000.00
187112	QUEST DIAGNOSTICS		00001	462.33			462.33
187264	SANDS TECH AV LLC		00001	1,350.00			1,350.00
187384	SPANISH FORT PAINTING & CONST.	251 626 8273	00001	9,712.00			9,712.00
187611	BROCK, BRENDA KAY	251 543-6610	00001	34.88			34.88
187807	PIMPERL, DAVID B	251 895 6925	00001	1,275.00			1,275.00
188753	LUDKE, SALLY MORGAN	251 751-3693	00001	23.16			23.16
189010	MADISON, ROBERT T	251 752-7910	00001	209.00			209.00
189455	IMC HOSPITALISTS LLC		00001	810.39			810.39
189625	BALL, JAMES E	251 609-3688	00001	552.05			552.05
189627	DAVIS, JOSEPH LEE III	251 769-5914	00001	472.41			472.41
189813	SPRINGHILL DIAGNOSTIC RADIOLOG		00001	38.00			38.00
189815	BALDWIN NEUROLOGY		00001	101.91			101.91
189816	IMC-NORTH BALDWIN PHYSICIANS G		00001	1,001.00			1,001.00
	General Fund		00001	731,536.40	166,434.08		565,102.32
98634	MCPHERSON OIL CO INC/DBA FUELS	800 2398882	00103	.71			.71
	County Transportation Fund		00103	.71			.71
182679	BUSBY, GUY LAWRENCE	251 945-6244	00104	521.57			521.57
183649	REPUBLIC SERVICES #986		00104	24.70			24.70
185594	STAPLES CONTRACT & COMMERCIAL	803 333 8496	00104	165.42			165.42
	Legislative Del Off Fund		00104	711.69			711.69
14011	BUILDERS HARDWARE & SUPPLY CO	251 9372361 PH	00105	4.89			4.89
40654	MCKEE FOODS CORP		00105	308.13			308.13
79100	CONTINENTAL RESEARCH CORP	800 7294578	00105	152.00			152.00
85307	WAL-MART SUPERCENTER *	251 9375558	00105	250.24			250.24
102111	DAIRY FRESH OF AL (DOTHAN)	334 7925114	00105	183.03			183.03

Number	Supplier		Co	Balance Open	Aging		
	Name	Phone Number			Current	1 - 0	Over 0
152477	J&R SYSTEM INTEGRATION LLC/SEC	2952760/JOHNGIB	00105	2,887.38			2,887.38
		SON					
162801	COMPLETE SAFETY WORKS INC	251 4796788	00105	157.50			157.50
181787	SHARP ELECTRONICS CORPORATION		00105	327.09	327.09		
183225	BAY TIRES - BAY MINETTE	251 580 5022	00105	94.00			94.00
184892	WITTICHEN SUPPLY-DAPHNE	251 375 0722	00105	123.66			123.66
185594	STAPLES CONTRACT & COMMERCIAL	803 333 8496	00105	78.51			78.51
186326	QCHC INC		00105	5,000.00			5,000.00
	Juvenile Detention Fac Fund		00105	9,566.43	327.09		9,239.34
181787	SHARP ELECTRONICS CORPORATION		00106	291.12	291.12		
182836	ANDERSON, WILLIE FELISHA	251 978-2544	00106	415.07			415.07
184294	PRINT SHOP, THE	251 937 1772	00106	2,956.49			2,956.49
185594	STAPLES CONTRACT & COMMERCIAL	803 333 8496	00106	31.29	31.29		62.58
188321	KNIGHT, MARANDA LYNN	251 510-0787	00106	29.65			29.65
188659	AARON MEDIA SERVICES	251 272 0089	00106	5,700.00			5,700.00
	Baldwin Co Archives Fund		00106	9,423.62	259.83		9,163.79
10432	ADT SECURITY SERVICES INC ***		00109	117.78			117.78
14018	BAY MINETTE ANIMAL CLINIC	251 9377540	00109	360.00			360.00
21030	DOERING TIRE INC		00109	78.80			78.80
36251	JUBILEE ACE HOME CENTER	334 9906665	00109	13.24			13.24
41726	ANIMAL CARE EQUIP & SERVICES (	800 338-2237	00109	86.98			86.98
51288	ROTO-ROOTER		00109	6,791.30			6,791.30
64397	LONG'S HUMAN RESOURCE SERVICE		00109	931.04			931.04
68427	LILLIAN VETERINARY HOSPITAL		00109	248.00			248.00
78721	BEEBE'S PEST & TERMITE CONTROL	251 9438166	00109	30.00			30.00
86191	WARRINER CONSTRUCTION		00109	6,250.00			6,250.00
86609	CULLIGAN WATER SYSTEMS OF MOBILE	251 6752697	00109	23.95			23.95
90499	MAGNOLIA BY THE GULF SMALL ANI		00109	3,155.00			3,155.00
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00109	5.92			5.92
102875	CDW - GOVERNMENT, INC - PO	866 3393526	00109	39.06			39.06
104310	EMPLOYMENT SCREENING SERVICE	866 8590143	00109	71.50			71.50
105435	CINTAS FIRST AID & SAFETY	251 4437301	00109	122.56			122.56
181787	SHARP ELECTRONICS CORPORATION		00109	202.91	202.91		
185594	STAPLES CONTRACT & COMMERCIAL	803 333 8496	00109	167.16			167.16
187817	MWI ANIMAL HEALTH	800 762 4800/2485	00109	5,118.37			5,118.37
188103	HAPPY ACRES VETERINARY CLINIC		00109	490.00			490.00
188391	HILL'S PET NUTRITION INC		00109	639.80			639.80
188882	ROBERTSDALE ANIMAL CLINIC		00109	12.00			12.00
	Animal Shelter		00109	24,955.37	202.91		24,752.46
10073	ARD'S PRINTING CO		00111	320.00			320.00

Number	Supplier		Co	Balance Open	Aging		
	Name	Phone Number			Current	1 - 0	Over 0
10448	A & M PORTABLES INC	251 6790933	00111	236.55			236.55
14006	BLOSSMAN GAS - FOLEY	251 9435759	00111	120.08			120.08
14011	BUILDERS HARDWARE & SUPPLY CO251	9372361PH	00111	12.96			12.96
14029	BAY MINETTE BUILDING SUPPLY	334 9372431	00111	507.81			507.81
14488	BLACKLIDGE EMULSIONS INC	800 8663878	00111	1,620.00			1,620.00
19267	DAPHNE, CITY OF		00111	1,327.81			1,327.81
21039	RAMER, VINCENT E	251 5804707	00111	114.00			114.00
40026	NORTH BALDWIN INFIRMARY		00111	74.80			74.80
40589	MOBILE ASPHALT CO LLC	251 4080770	00111	3,017.80	282.12		2,735.68
43003	OEC	800 759-3368	00111	158.44			158.44
43932	EVANS MFG	251 6336008	00111	1,576.00			1,576.00
48258	PRO-CHEM INC		00111	384.07			384.07
51009	ROBERTSDALE AUTO PARTS INC	334 9472882	00111	367.13			367.13
51040	ROBERTSDALE POWER EQUIPMENT		00111	32.38			32.38
54042	SWEAT TIRE - ROBERTSDALE		00111	20.00			20.00
54076	GCR TIRE & SERVICE - MOBILE	251 4579915	00111	2,100.57			2,100.57
54317	AL STATE DEPT OF REVENUE		00111	145.50			145.50
57038	TRACTOR & EQUIPMENT CO - MOBIL		00111	3,783.02			3,783.02
57039	TRUCK EQUIPMENT SALES INC	251 6668606	00111	1,097.40			1,097.40
57071	THOMPSON TRACTOR CO	334 6265100	00111	17,058.33			17,058.33
65007	VULCAN SIGNS	334 9431541	00111	2,503.96	24.36-		2,528.32
65201	VULCAN MATERIALS CO - PO'	251 6256681	00111	5,583.47			5,583.47
65373	AUTO ZONE - BAY MINETTE	334 937-1788	00111	566.19			566.19
66006	WRIGHTS MOTOR PARTS INC	334 9372591	00111	643.31			643.31
66357	WASTE MANAGEMENT OF AL-MOBILE		00111	748.37			748.37
78721	BEEBE'S PEST & TERMITES CONTROL	251 9438166	00111	45.50			45.50
84216	W W GRAINGER - FOR PO'S	251 661-1035	00111	152.05			152.05
87767	JANI KING OF MOBILE	504 4419700	00111	283.04			283.04
98634	MCPHERSON OIL CO INC/DBA FUELM800	2398882	00111	59.04			59.04
99320	INFIRMARY OCCUPATIONAL HEALTH34	4333781	00111	40.00			40.00
100474	AL STATE DEPT OF TRANSPORTATIO		00111	1,055.75			1,055.75
104310	EMPLOYMENT SCREENING SERVICE866	8590143	00111	119.50			119.50
110162	ZACK LONG DIRT PIT	251 9371441	00111	472.50			472.50
121451	K & K SYSTEMS INC *	888 414-3003	00111	27,700.00			27,700.00
121857	DIVERSIFIED COMPUTER SERVICES	334 2608453	00111	750.00			750.00
123289	NATIONAL CENTER FOR ASPHALT TE334	8446228	00111	550.00			550.00
123300	SOFTWARE HOUSE INT dba SHI	800 2109629	00111	312.69			312.69
144784	LOXLEY CWC GENERAL FUND	251 9645044	00111	1,650.00			1,650.00
147897	NAVIGATION ELECTRONICS INC	800 9491446PH	00111	162.90			162.90
148734	AIRGAS USA, LLC - PO'S		00111	1,607.09			1,607.09

Number	Supplier		Co	Balance Open	Aging		
	Name	Phone Number			Current	1 - 0	Over 0
148881	ANDREWS, SUSAN R	850 639-3751	00111	631.15			631.15
149690	McGRIFF TIRE CO INC (PO'S ONL		00111	7,101.01	405.00-		7,506.01
151781	MOBILE BAY OVERHEAD DOOR INC	251 9908616	00111	657.70			657.70
162616	SWEAT TIRE - BAY MINETTE	5808473	00111	80.00			80.00
165673	NEEL-SCHAFFER INC	4712000	00111	2,361.95			2,361.95
180354	CERTIFIED LABORATORIES **	800 527 9929	00111	144.00			144.00
180377	WESCO GAS & WELDING SUPPLY	251 457 8681	00111	137.39			137.39
181230	LOXLEY AUTO PARTS AND HARDWARE		00111	460.38			460.38
181368	P & R LLC		00111	2,331.13	.02-		2,331.15
181424	GULF COAST BUILDING SUPPLY-ACE251	947 7800	00111	466.48			466.48
181787	SHARP ELECTRONICS CORPORATION		00111	2,020.39	2,020.39		
181821	COPY PRODUCTS COMPANY		00111	1,223.99			1,223.99
182059	SUNSOUTH LLC	251 943 5091	00111	398.79			398.79
182991	GEOCON ENGINEERING & MATERIAI251	424 0211	00111	150.00			150.00
184892	WITTICHEN SUPPLY-DAPHNE	251 375 0722	00111	65.30			65.30
185594	STAPLES CONTRACT & COMMERCIAE03	333 8496	00111	544.96			544.96
187695	CINTAS LOCATION #211 - PURCHAS	251 443 7301	00111	1,655.00			1,655.00
188064	FORTILINE WATERWORKS INC *	251 945 1177	00111	719.46			719.46
189276	OZARK MATERIALS LLC	334 371 2308	00111	2,872.80			2,872.80
189456	FAIRFIELD CHAIR COMPANY **	828 758 5571	00111	551.00			551.00
189691	MIDDLETON CONSTRUCTION LLC		00111	41,498.92			41,498.92
	7 Cent Gasoline Tax Fund		00111	145,151.81	1,873.13		143,278.68
10225	UNIV AUBURN-GOVERNMENTAL SERV7	8444782/HALEYCT R	00120	1,155.00			1,155.00
21252	DELTA COMPUTER SYSTEMS INC	228 3887688	00120	3,020.00	3,020.00		
36020	INTERNATIONAL ASSN OF ASSESSIN		00120	380.00			380.00
98634	MCPHERSON OIL CO INC/DBA FUELM00	2398882	00120	.39			.39
99320	INFIRMARY OCCUPATIONAL HEALTHB34	4333781	00120	63.00			63.00
102875	CDW - GOVERNMENT, INC - PO	866 3393526	00120	1,328.47			1,328.47
104310	EMPLOYMENT SCREENING SERVICE866	8590143	00120	117.50			117.50
107220	KEET CONSULTING SERVICES LLC	205 6209843	00120	3,900.00			3,900.00
111991	BENECOM TECHNOLOGIES INC	504 2541441	00120	1,068.00			1,068.00
115852	DADE PAPER & BAG CO	251 9641500	00120	247.72			247.72
142551	FERGUSON ENTERPRISES INC - DAP	251 6212147	00120	136.23			136.23
169771	BLACKBURN & CONNER PC		00120	384.50			384.50
181787	SHARP ELECTRONICS CORPORATION		00120	134.53	134.53		
182052	WATTERS, MARY E	251 9785205	00120	51.52			51.52
183743	TRANSUNION RISK & ALTERNATIVE		00120	56.25			56.25
184040	WALTON, HELEN DEAS	251 990-0024	00120	49.71			49.71
185594	STAPLES CONTRACT & COMMERCIAE03	333 8496	00120	262.30			262.30

Number	Supplier		Co	Aging			
	Name	Phone Number		Balance Open	Current	1 - 0	Over 0
187695	CINTAS LOCATION #211 - PURCHAS	251 443 7301	00120	1,825.00			1,825.00
	Reappraisal Fund		00120	14,180.12	3,154.53		11,025.59
143	SECTION 18 TRANSPORTATION FUND	251 9370355	00140	5,095.50			5,095.50
14011	BUILDERS HARDWARE & SUPPLY CO	251 9372361PH	00140	23.72			23.72
14029	BAY MINETTE BUILDING SUPPLY	334 9372431	00140	11.99			11.99
19009	CAMPBELL HARDWARE & SUPPLY CO	51 9472291	00140	2.56			2.56
32485	HYDE, ALICE		00140	30.40			30.40
51009	ROBERTSDALE AUTO PARTS INC	334 9472882	00140	21.48			21.48
66357	WASTE MANAGEMENT OF AL-MOBILE		00140	112.06			112.06
68961	THORNBURG, JEAN		00140	3.20			3.20
78043	VAUTRIN, IRMA		00140	61.40			61.40
98634	MCPHERSON OIL CO INC/DBA FUEL	800 2398882	00140	.36			.36
102875	CDW - GOVERNMENT, INC - PO	866 3393526	00140	57.75			57.75
136872	LOWE'S - DAPHNE	6217620	00140	47.25			47.25
153525	BLACK, LILLIAN		00140	4.80			4.80
162894	HAMLIN, BARBARA J	251 9455151	00140	24.00			24.00
180360	JAYJOHN, WILMA L		00140	27.20			27.20
182672	FREGO, CECILIA V		00140	.80			.80
183056	GERBER, KENT ANTHONY		00140	14.40			14.40
183739	TWILLEY, RUTH		00140	3.20			3.20
183823	RICHARDSON, GWENDOLYN J		00140	5.60			5.60
183951	HENDERSON, KENDEL DYETT	251 978-6934	00140	115.04			115.04
185113	WILSON, LEAH		00140	18.20			18.20
186428	TALLEY, LINDA		00140	12.00			12.00
186961	PRINCE, KAREN L		00140	49.60			49.60
188421	GOWAN, CONNIE E		00140	9.60			9.60
188692	CUTRO, BEVERLY G		00140	37.60			37.60
189709	QUINN, MARIE K		00140	51.20			51.20
	Council on Aging Fund		00140	5,840.91			5,840.91
27733	CENTRAL BALDWIN CHAMBER OF COM	205 9472626	00143	105.00			105.00
51009	ROBERTSDALE AUTO PARTS INC	334 9472882	00143	6.05			6.05
57332	TRANSPORTATION SOUTH INC	205 663-2287	00143	516.72			516.72
66357	WASTE MANAGEMENT OF AL-MOBILE		00143	124.78			124.78
86609	CULLIGAN WATER SYSTEMS OF MOB	51 6752697	00143	85.80			85.80
98634	MCPHERSON OIL CO INC/DBA FUEL	800 2398882	00143	22.86			22.86
102875	CDW - GOVERNMENT, INC - PO	866 3393526	00143	16.95			16.95
115852	DADE PAPER & BAG CO	251 9641500	00143	119.20			119.20
185594	STAPLES CONTRACT & COMMERCIAL	803 333 8496	00143	81.94	84.40-		166.34
187695	CINTAS LOCATION #211 - PURCHAS	251 443 7301	00143	2,370.00			2,370.00
	Section 18 Fund		00143	3,449.30	84.40-		3,533.70

Number	Supplier		Co	Balance Open	Aging		
	Name	Phone Number			Current	1 - 0	Over 0
10448	A & M PORTABLES INC	251 6790933	00144	4,091.00			4,091.00
14011	BUILDERS HARDWARE & SUPPLY CO251	9372361PH	00144	37.94			37.94
14029	BAY MINETTE BUILDING SUPPLY	334 9372431	00144	46.95			46.95
19009	CAMPBELL HARDWARE & SUPPLY CO51	9472291	00144	20.69			20.69
51009	ROBERTSDALE AUTO PARTS INC	334 9472882	00144	29.98			29.98
51040	ROBERTSDALE POWER EQUIPMENT		00144	20.52			20.52
54042	SWEAT TIRE - ROBERTSDALE		00144	50.00			50.00
54317	AL STATE DEPT OF REVENUE		00144	24.25			24.25
66357	WASTE MANAGEMENT OF AL-MOBILE		00144	728.13			728.13
78721	BEEBE'S PEST & TERMITE CONTROL 251	9438166	00144	129.50			129.50
98597	BALDWIN TRACTOR - PURCHASES	9474171	00144	31.67	3.52-		35.19
98634	MCPHERSON OIL CO INC/DBA FUELM800	2398882	00144	7.93			7.93
99320	INFIRMARY OCCUPATIONAL HEALTH#34	4333781	00144	63.00			63.00
104310	EMPLOYMENT SCREENING SERVICE#66	8590143	00144	78.75			78.75
136872	LOWE'S - DAPHNE	6217620	00144	276.52			276.52
144784	LOXLEY CWC GENERAL FUND	251 9645044	00144	1,020.00			1,020.00
148734	AIRGAS USA, LLC - PO'S		00144	579.28			579.28
181787	SHARP ELECTRONICS CORPORATION		00144	35.60	35.60		
183649	REPUBLIC SERVICES #986		00144	207.80			207.80
185606	GULF COAST ORGANIC, INC. **		00144	900.00			900.00
187695	CINTAS LOCATION #211 - PURCHAS	251 443 7301	00144	2,680.00			2,680.00
	Parks Fund		00144	11,059.51	32.08		11,027.43
148881	ANDREWS, SUSAN R	850 639-3751	00146	479.11			479.11
181787	SHARP ELECTRONICS CORPORATION		00146	170.30	170.30		
	Eastern Shore Metro Planning O		00146	649.41	170.30		479.11
40589	MOBILE ASPHALT CO LLC	251 4080770	00165	282.68			282.68
43932	EVANS MFG	251 6336008	00165	258.00			258.00
186138	GRAESTONE AGGREGATES, LLC		00165	948.82			948.82
	Gulf Mexico EnergySec Act 2006		00165	1,489.50			1,489.50
123781	REGIONS BANK CORP TRUST		00304	1,075.00			1,075.00
	Debt Service Fund		00304	1,075.00			1,075.00
10448	A & M PORTABLES INC	251 6790933	00510	450.00			450.00
14029	BAY MINETTE BUILDING SUPPLY	334 9372431	00510	3.18			3.18
19009	CAMPBELL HARDWARE & SUPPLY CO51	9472291	00510	62.98			62.98
19039	COWIN EQUIPMENT CO - MOBILE	6334020	00510	1,600.64			1,600.64
21209	DUTCHMAN'S LAWN & GARDEN	251 9437043	00510	59.99			59.99
43932	EVANS MFG	251 6336008	00510	8,109.00			8,109.00
48258	PRO-CHEM INC		00510	2,060.40			2,060.40
51009	ROBERTSDALE AUTO PARTS INC	334 9472882	00510	741.36	27.00-		768.36
54076	GCR TIRE & SERVICE - MOBILE	251 4579915	00510	60.00-	60.00-		

Number	Supplier		Co	Balance Open	Aging		
	Name	Phone Number			Current	1 - 0	Over 0
54092	BAY PAPER **	251 4769791	00510	1,273.68			1,273.68
57071	THOMPSON TRACTOR CO	334 6265100	00510	251,141.23			251,141.23
65201	VULCAN MATERIALS CO - PO'	251 6256681	00510	3,035.31			3,035.31
72371	GENERAL MACHINERY CO INC - MOB		00510	1,497.81			1,497.81
78721	BEEBE'S PEST & TERMITE CONTROL	251 9438166	00510	89.00			89.00
84216	W W GRAINGER - FOR PO'S	251 661-1035	00510	461.36			461.36
95071	FLEETPRIDE - PO	251 4382489	00510	1,668.71			1,668.71
97199	RACINE'S FEED GARDEN & SUPPLY	251 9473003	00510	1,153.80			1,153.80
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00510	87.54			87.54
107511	CDG ENGINEERS & ASSOCIATES	334 2229431	00510	1,767.05			1,767.05
115852	DADE PAPER & BAG CO	251 9641500	00510	278.59			278.59
128080	KENWORTH OF ALABAMA (PARTS ON	251 9574000P	00510	244.30			244.30
149690	McGRIFF TIRE CO INC (PO'S ONL		00510	552.75			552.75
158107	KIMBALL MIDWEST - PO	PO ONLY	00510	828.88			828.88
162616	SWEAT TIRE - BAY MINETTE	5808473	00510	70.00			70.00
169455	W H THOMAS OIL CO INC	205 7552610	00510	3,028.50			3,028.50
180091	WILEY SERVICES	251 626 4057	00510	4,625.00			4,625.00
180354	CERTIFIED LABORATORIES **	800 527 9929	00510	1,794.00			1,794.00
180990	NEOPOST USA INC		00510	307.35			307.35
180999	PETROLEUM TRADERS CORPORATION	800 348-3705/1002	00510	4,626.83			4,626.83
181164	CRITTER GITTER PEST CONTROL	850 455-6500	00510	125.00			125.00
181290	WESCO - FOLEY - PO'S	251 424 1550	00510	60.19			60.19
181787	SHARP ELECTRONICS CORPORATION		00510	715.24	715.24		
184892	WITTICHEN SUPPLY-DAPHNE	251 375 0722	00510	74.54			74.54
185594	STAPLES CONTRACT & COMMERCIAL	803 333 8496	00510	395.74	88.50-		484.24
185645	BEARD EQUIPMENT CO - MOBILE		00510	2,234.20			2,234.20
185973	GULF CITY BODY & TRAILER WORKS		00510	893.13			893.13
187695	CINTAS LOCATION #211 - PURCHAS	251 443 7301	00510	280.00			280.00
187848	SPACE SAVERS, INC.	817 480 1955	00510	11,550.00			11,550.00
	Solid Waste Fund		00510	307,887.28	539.74		307,347.54
510	SOLID WASTE FUND	251 9370264	00511	99,850.06			99,850.06
19009	CAMPBELL HARDWARE & SUPPLY CO	051 9472291	00511	37.91			37.91
19040	CUMMINS ALABAMA INC	334 4562236	00511	1,293.46			1,293.46
19273	COMMUNICATIONS STORE		00511	19.99			19.99
27242	GULF COAST TRUCK & EQUIPMENT	034 4762744	00511	482.92			482.92
40019	MOYER FORD SALES INC	334 9431661	00511	59.70			59.70
51009	ROBERTSDALE AUTO PARTS INC	334 9472882	00511	190.43			190.43
54050	BAY SIDE RUBBER & PRODUCTS	251 6600902	00511	384.15			384.15
54076	GCR TIRE & SERVICE - MOBILE	251 4579915	00511	5,625.81	150.00-		5,775.81
57071	THOMPSON TRACTOR CO	334 6265100	00511	7,854.64	28.68-		7,883.32

Number	Supplier		Co	Balance Open	Aging		
	Name	Phone Number			Current	1 - 0	Over 0
57327	TONY'S TOWING INC	251 9287334	00511	2,361.25			2,361.25
62623	EMPIRE TRUCK SALES INC	251 3300088PH	00511	216.20			216.20
79100	CONTINENTAL RESEARCH CORP	800 7294578	00511	950.00			950.00
84216	W W GRAINGER - FOR PO'S	251 661-1035	00511	745.92			745.92
87716	LOWE'S FOLEY - 057700034	9705307	00511	284.27			284.27
91555	METALS USA	251 4564531	00511	2,520.00			2,520.00
95071	FLEETPRIDE - PO	251 4382489	00511	17,004.12			17,004.12
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00511	129.32			129.32
99320	INFIRMARY OCCUPATIONAL HEALTH	834 4333781	00511	1,722.00			1,722.00
104310	EMPLOYMENT SCREENING SERVICE	866 8590143	00511	281.25			281.25
128080	KENWORTH OF ALABAMA (PARTS ON	851 9574000P	00511	57.47			57.47
170536	SOUTHDATA INC *	251 3437616	00511	1,432.36			1,432.36
181290	WESCO - FOLEY - PO'S	251 424 1550	00511	29.83			29.83
181787	SHARP ELECTRONICS CORPORATION		00511	375.53	375.53		
183656	MOBILE MACHINE AND HYDRAULICS		00511	1,637.72			1,637.72
183743	TRANSUNION RISK & ALTERNATIVE		00511	200.00			200.00
185594	STAPLES CONTRACT & COMMERCIAL	803 333 8496	00511	34.28			34.28
187695	CINTAS LOCATION #211 - PURCHAS	251 443 7301	00511	150.00			150.00
189486	GSP MARKETING INC	814 445 5866	00511	339,943.02			339,943.02
	Solid Waste Collection Fund		00511	485,873.61	196.85		485,676.76
27263	GALL'S LLC	800 4777766	00708	70.00			70.00
66006	WRIGHTS MOTOR PARTS INC	334 9372591	00708	83.66			83.66
86609	CULLIGAN WATER SYSTEMS OF MOB	851 6752697	00708	112.00			112.00
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00708	3.03			3.03
174713	PAM'S EMBROIDERY & SEWING	251 9371393	00708	30.00			30.00
180573	DANA SAFETY SUPPLY INC	800 845 0045	00708	1,288.76			1,288.76
181136	B I INCORPORATED		00708	14,804.10			14,804.10
181574	O'REILLY AUTO PARTS-FIRST CALL		00708	15.30			15.30
181787	SHARP ELECTRONICS CORPORATION		00708	265.02	265.02		
	Community Corrections		00708	16,671.87	265.02		16,406.85
102875	CDW - GOVERNMENT, INC - PO	866 3393526	00721	14,520.69			14,520.69
181821	COPY PRODUCTS COMPANY		00721	80.00			80.00
	Data Processing Fee Fund		00721	14,600.69			14,600.69
39466	KENTWOOD SPRINGS WATER	18002357873	00740	28.65			28.65
54037	SOUTH ALABAMA REGIONAL	334 4336541	00740	283.50			283.50
66029	WEST GROUP PAYMENT CENTER**	612 6877000	00740	987.64			987.64
99514	MATTHEW BENDER*		00740	623.61			623.61
106497	BALDWIN CNTY BAR ASSN-BAY MINE		00740	700.00			700.00
128311	MCDONALD, KAREN T CSR	251 9290941	00740	450.00			450.00
180834	COX, DEANNA VICICH		00740	300.00			300.00

Supplier			Aging				
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
185506	SMITH, CHARLOTTE K		00740	77.00			77.00
	Law Library Fund		00740	3,450.40			3,450.40
54083	SOUTH ALABAMA REGIONAL	251 4336541	00741	346.06	18.75-		364.81
	AAA Donations Fund		00741	346.06	18.75-		364.81
116126	HISTORIC BLAKELY AUTHORITY		00742	95,129.14			95,129.14
	Historic Parks Fund		00742	95,129.14			95,129.14
176065	KILBY, SUSAN L	251 4242730	00751	66.27			66.27
	BC Employee Fund		00751	66.27			66.27
78721	BEEBE'S PEST & TERMITES CONTROL	251 9438166	00790	120.00			120.00
186451	SYMBOL HEALTH SOLUTIONS LLC		00790	63,733.07			63,733.07
	Self Insurance Trust		00790	63,853.07			63,853.07
Grand Total(s)			00790	1,946,968.17	173,352.41		1,773,615.76

Document		Date	Co.	Name	Address Number	Amounts					LT	PC	PI	Subledger /Type	Tax Amount
Ty	Voucher	Payment Voucher	G/L Class	Invoice Number Account Description	Remark Account Number	Payment Amount Discount Taken		M	Date	1/7/2019	G/L Distribution	User ID	SGRANT		
G/L Bank Account		00018481		Cash	Batch Number	2842351	Type	M	Date	1/7/2019	User ID	SGRANT			
PN	9204463	1/15/2019	00001	JAMES B JOHNSON	4095	6,418.66-							D		
PV	478294	00001	001	1012019	RETIREMENT; JAN 2019										
				Cash	00018481						6,418.66-	AA			
PN	9204464	1/15/2019	00304	REGIONS BANK CORP TRUST	123781	32,732.50-							D		
PV	478296	00304	001	1012019;2014	2014 WARRANT; JAN 2019										
				Cash	00018481						32,732.50-	AA			
PN	9204464	1/15/2019	00304	REGIONS BANK CORP TRUST	123781	82,941.67-							D		
PV	478299	00304	001	1012019;2012	2012 WARRANT; JAN 2019										
				Cash	00018481						82,941.67-	AA			
PN	9204464	1/15/2019	00304	REGIONS BANK CORP TRUST	123781	136,139.21-							D		
PV	478302	00304	001	1012019;2013	2013 WARRANT; JAN 2019										
				Cash	00018481						136,139.21-	AA			
PN	9204464	1/15/2019	00304	REGIONS BANK CORP TRUST	123781	167,657.60-							D		
PV	478304	00304	001	1012019;2010	2010 WARRANT; JAN 2019										
				Cash	00018481						167,657.60-	AA			
PN	9204464	1/15/2019	00304	REGIONS BANK CORP TRUST	123781	280,416.15-							D		
PV	478305	00304	001	1012019;2015	2015 WARRANT; JAN 2019										
				Cash	00018481						280,416.15-	AA			
Totals for Bank Account						706,305.79-					6,418.66-				
Totals for Batch						706,305.79-					6,418.66-				
User Total						706,305.79-					6,418.66-				

Handwritten signature/initials

Document				Date	Co.	Name	Address Number	Amounts				LT	PC	PI	Subledger /Type	Tax Amount
Ty	Voucher	Co.	Item	Payment Voucher	G/L Class	Invoice Number Account Description	Remark Account Number	Payment Amount Discount Taken				G/L Distribution				
G/L Bank Account				00018481		Cash	Batch Number	2842414	Type	M	Date	1/9/2019	User ID	SGRANT		
PN	9204467			1/15/2019	00105	BALDWIN CNTY BOARD OF EDUCATIO	14116					2,216.25-				D
PV	478901	00105	001	1/9/2019		123118	JDC MEALS; DEC 2018									
						Cash	00018481					2,216.25-	AA			
PN	9204467			1/15/2019	00001	BALDWIN CNTY BOARD OF EDUCATIO	14116					4,636,521.25-				D
PV	478974	00001	001	1/9/2019		1092019	SALES/USE TAX									
						Cash	00018481					4,636,521.25-	AA			
PN	9204467			1/15/2019	00001	BALDWIN CNTY BOARD OF EDUCATIO	14116					742,832.76-				D
PV	478974	00001	002	1/9/2019		1092019	SALES/USE TAX									
						Cash	00018481					742,832.76-	AA			
Totals for Bank Account												5,381,570.26-	5,381,570.26-			
Totals for Batch												5,381,570.26-	5,381,570.26-			
User Total												5,381,570.26-	5,381,570.26-			
Grand Total												5,381,570.26-	5,381,570.26-			

**Baldwin County Commission
Accounts Payable Payments
January 15, 2019**

Vendor Summary	Totals
1 A & M PORTABLES INC	4,777.55
2 AARON MEDIA SERVICES	5,700.00
3 ADT SECURITY SERVICES INC	117.78
4 AIRGAS USA, LLC	2,299.62
5 AL STATE DEPT OF FINANCE-CRAFT TRAINING	460.00
6 AL STATE DEPT OF REVENUE	194.00
7 AL STATE DEPT OF TRANSPORTATION	1,055.75
8 ALABAMA COASTAL RADIOLOGY	838.65
9 ALTA POINTE HEALTH SYSTEMS	23,760.00
10 ANDERSON, WILLIE FELISHA	415.07
11 ANDREWS, SUSAN R	2,413.65
12 ANIMAL CARE EQUIP & SERVICES	86.98
13 ARD'S PRINTING CO	580.00
14 AUTO ZONE - BAY MINETTE	566.19
16 AUTO ZONE - ROBERTSDALE	435.47
17 B I INCORPORATED	14,804.10
18 BALDWIN CNTY BAR ASSN-BAY MINETTE	700.00
19 BALDWIN CNTY BOARD OF EDUCATION	5,381,570.26
20 BALDWIN CNTY CORONER'S OFFICE	14,355.15
21 BALDWIN CNTY FAMILY VIOLENCE PROJECT	1,228.97
22 BALDWIN CNTY HUMAN RESOURCES DEPT	409.66
23 BALDWIN CNTY LIBRARY COOPERATIVE INC	3,122.00
24 BALDWIN CNTY SHERIFF'S BOYS RANCH	1,228.97
25 BALDWIN CNTY SHERIFF'S OFFICE	11,151.48
26 BALDWIN CNTY SOLID WASTE	694.64
27 BALDWIN LOCKSMITH LLC	350.00
28 BALDWIN NEUROLOGY	101.91
29 BALDWIN TRACTOR	31.67
30 BALDWIN YOUTH SERVICES	37,539.01
31 BALL, JAMES E	552.05
32 BAY MINETTE ANIMAL CLINIC	360.00
33 BAY MINETTE BUILDING SUPPLY	758.64
34 BAY MINETTE YOUTH PROGRAM	1,228.97
35 BAY MINETTE, CITY OF	17,055.63
36 BAY PAPER	1,273.68
37 BAY SIDE RUBBER & PRODUCTS	384.15
38 BAY TIRES - BAY MINETTE	94.00
39 BEARD EQUIPMENT CO	2,234.20
40 BEEBE'S PEST & TERMITE CONTROL	685.50
41 BENECOM TECHNOLOGIES INC	1,068.00
42 BLACK, LILLIAN	4.80
43 BLACKBURN & CONNER PC	21,491.84
44 BLACKLIDGE EMULSIONS INC	1,620.00
45 BLOSSMAN GAS	120.08
46 BOB BARKER CO INC	1,686.73
47 BONDURANT, CHRIS DMD MD PC	836.00
48 BONNER, ALICE M	17.97

**Baldwin County Commission
Accounts Payable Payments
January 15, 2019**

Vendor Summary	Totals
49 BRINK'S INCORPORATED	355.02
50 BROCK, BRENDA KAY	34.88
51 BUILDERS HARDWARE & SUPPLY CO	419.49
52 BUSBY, GUY LAWRENCE	521.57
53 CAMPBELL HARDWARE & SUPPLY CO	315.44
54 CARE HOUSE INC	3,072.41
55 CDG ENGINEERS & ASSOCIATES	1,767.05
56 CDW - GOVERNMENT, INC	18,938.78
57 CENTRAL BALDWIN CHAMBER OF COMMERCE	105.00
58 CERTIFIED LABORATORIES	1,938.00
59 CHUCK STEVENS AUTO INC	147.75
60 CHUCK STEVENS CHEVROLET	147.76
61 CINDY HABER CENTER INC	5,120.69
62 CINTAS FIRST AID & SAFETY	171.22
63 CINTAS LOCATION #211	8,960.00
64 CITY ELECTRIC SUPPLY	519.90
65 COASTAL AL COM COLLEGE	91,046.21
66 COASTAL ALABAMA PARTNERSHIP	5,000.00
67 COASTAL OCCUPATIONAL MEDICINE	60.00
68 COMMUNICATIONS STORE	19.99
69 COMPLETE SAFETY WORKS INC	231.45
70 CONTINENTAL RESEARCH CORP	1,102.00
71 COPY PRODUCTS COMPANY	1,303.99
72 COWIN EQUIPMENT CO	1,600.64
73 COX, DEANNA VICICH	300.00
74 CRITTER GITTER PEST CONTROL	125.00
75 CULLIGAN WATER SYSTEMS OF MOBILE	265.95
76 CUMMINS ALABAMA INC	1,293.46
77 CUTRO, BEVERLY G	37.60
78 DADE PAPER & BAG CO	3,501.68
79 DAIRY FRESH OF AL	183.03
80 DANA SAFETY SUPPLY INC	2,599.04
81 DAPHNE SEARCH & RESCUE UNIT	4,583.20
82 DAPHNE YOUTH PROGRAM, CITY OF	1,228.96
83 DAPHNE, CITY OF	1,327.81
84 DAVIS, JOSEPH LEE III	472.41
85 DAVIS, PAMELA S	23.99
86 DAWN HOUSE	1,228.97
87 DELTA COMPUTER SYSTEMS INC	15,190.00
88 DISTRICT ATTORNEY'S OFFICE	18,364.26
89 DIVERSIFIED COMPUTER SERVICES LLC	750.00
90 DOERING TIRE INC	78.80
91 DSD SERVICES GROUP LLC	800.00
92 DUTCHMAN'S LAWN & GARDEN	59.99
93 ELBERTA, TOWN OF	13,123.60
94 EMERGENCY SERVICES OF MOBILE	2,556.12
96 EMPIRE TRUCK SALES INC	216.20

**Baldwin County Commission
Accounts Payable Payments
January 15, 2019**

Vendor Summary	Totals
97 EMPLOYMENT SCREENING SERVICE INC	846.75
98 EVANS MFG	9,943.00
99 FAIRFIELD CHAIR COMPANY	551.00
100 FAIRHOPE YOUTH PROGRAM, CITY OF	1,228.97
101 FAISON, LARRY D	3,750.00
102 FEDEX	56.21
103 FERGUSON ENTERPRISES INC	136.23
104 FLEETPRIDE	18,672.83
105 FOLEY YOUTH PROGRAM, CITY OF	1,228.97
106 FORM SOLUTIONS INC	165.00
107 FORTILINE WATERWORKS INC	719.46
108 FREGO, CECILIA V	0.80
109 GALL'S LLC	3,119.25
110 GCR TIRE & SERVICE	7,666.38
111 GENERAL MACHINERY CO INC	1,497.81
112 GEOCON ENGINEERING & MATERIAL TESTING INC	150.00
113 GERBER, KENT ANTHONY	14.40
114 GOVERNMENTJOBS.COM INC dba NEOGOV	10,461.62
115 GOWAN, CONNIE E	9.60
116 GRAESTONE AGGREGATES, LLC	948.82
117 GREEN, KERI E	66.71
118 GSP MARKETING INC	339,943.02
119 GULF CITY BODY & TRAILER WORKS, INC	893.13
120 GULF COAST BUILDING SUPPLY-ACE HOME CTR	466.48
121 GULF COAST NEWSPAPERS	2,877.80
122 GULF COAST ORGANIC, INC.	900.00
123 GULF COAST TRUCK & EQUIPMENT CO	482.92
124 HAMLIN, BARBARA J	24.00
125 HAPPY ACRES VETERINARY CLINIC	490.00
126 HART, DALETHA J	49.05
127 HENDERSON, KENDEL DYETT	115.04
128 HILL'S PET NUTRITION INC	639.80
129 HISTORIC BLAKELY AUTHORITY	95,129.14
130 HOBART SERVICE	306.50
131 HOLLAND'S PAINT & BODY	514.80
132 HUNTER SECURITY INC	100.00
133 HYDE, ALICE	30.40
134 IMC HOSPITALISTS LLC	810.39
135 IMC-NORTH BALDWIN PHYSICIANS GROUP	1,001.00
136 INFIRMARY OCCUPATIONAL HEALTH PC	2,707.15
137 INTERNATIONAL ASSN OF ASSESSING OFFICERS	380.00
138 J&R SYSTEM INTEGRATION LLC/SECURITY 101	32,194.38
139 JANI KING OF MOBILE	283.04
140 JAYJOHN, WILMA L	27.20
141 JOHNSON, JAMES B	6,418.66
142 JUBILEE ACE HOME CENTER	49.85
143 JUVENILE DETENTION FACILITY	18,024.83

**Baldwin County Commission
Accounts Payable Payments
January 15, 2019**

Vendor Summary	Totals
144 K & K SYSTEMS INC	27,700.00
145 KEET CONSULTING SERVICES LLC	4,650.00
146 KENTWOOD SPRINGS WATER	28.65
147 KENWORTH OF ALABAMA	301.77
148 KILBY, SUSAN L	66.27
149 KIMBALL MIDWEST	828.88
150 KINGS III OF AMERICA INC	259.80
151 KIVA DUNES PROPERTIES LLC	2,348.86
152 KNIGHT, MARANDA LYNN	29.65
153 LILLIAN VETERINARY HOSPITAL	248.00
154 LONG'S HUMAN RESOURCE SERVICE	3,575.98
155 LOWER ALABAMA SEARCH & RESCUE	4,583.20
156 LOWE'S - DAPHNE	519.01
157 LOWE'S - FOLEY	284.27
158 LOXLEY AUTO PARTS AND HARDWARE	460.38
159 LOXLEY CWC GENERAL FUND	2,670.00
160 LOXLEY, TOWN OF	3,424.66
161 LUDKE, SALLY MORGAN	23.16
162 MAC'S AUTOGLASS LLC	245.00
163 MADISON, ROBERT T	209.00
164 MAGNOLIA BY THE GULF SMALL ANIMAL CLINIC	3,155.00
165 MATTHEW BENDER	623.61
166 MCDONALD, KAREN T CSR	450.00
167 McGRIFF TIRE CO INC	7,653.76
168 MCKEE FOODS CORP	308.13
169 MCMILLAN VIRGIL B	150.00
170 MCPHERSON OIL CO INC/DBA FUELMAN	492.87
171 METALS USA	2,520.00
172 MIDDLETON CONSTRUCTION LLC	41,498.92
173 MOBILE ASPHALT CO LLC	3,300.48
174 MOBILE BAY OVERHEAD DOOR INC	657.70
175 MOBILE MACHINE AND HYDRAULICS LLC	1,637.72
176 MOBILE PRESS REGISTER	216.00
177 MOTOROLA SOLUTIONS INC	59,104.89
178 MOYER FORD SALES INC	59.70
179 MWI ANIMAL HEALTH	5,118.37
180 NATIONAL CENTER FOR ASPHALT TECHNOLOGY	550.00
181 NAVIGATION ELECTRONICS INC	162.90
182 NEEL-SCHAFFER INC	2,361.95
183 NEOPOST USA INC	2,967.48
184 NEPHROLOGY ASSOCIATES OF MOBILE	131.22
185 NORTH BALDWIN INFIRMARY	74.80
186 NORTH BALDWIN LITERACY COUNCIL	780.50
187 NORTH BALDWIN SHERIFF'S SEARCH & RESCUE	4,583.20
188 OEC	607.26
189 O'REILLY AUTO PARTS-FIRST CALL R'DALE	424.30
190 OTIS ELEVATOR CO	3,870.00

**Baldwin County Commission
Accounts Payable Payments
January 15, 2019**

	Vendor Summary	Totals
191	OZARK MATERIALS LLC	2,872.80
192	P & R LLC	2,331.13
193	PAM'S EMBROIDERY & SEWING	502.00
194	PARMER, SHERRI L	38.70
195	PEREGRINE SERVICES INC	1,617.04
196	PETROLEUM TRADERS CORPORATION	67,006.71
197	PIMPERL, DAVID B	1,275.00
198	PRINCE, KAREN L	49.60
199	PRINT SHOP, THE	3,867.99
200	PRO-CHEM INC	2,444.47
201	PRODATA COMPUTER SERVICES INC	567.00
202	PUGH, PAMELA M	29.43
203	QCHC INC	135,333.33
204	QUEST DIAGNOSTICS	462.33
205	QUICK CAPTION INC	473.00
206	QUINN, MARIE K	51.20
207	RACINE'S FEED GARDEN & SUPPLY INC	1,153.80
208	RAMER, VINCENT E	114.00
209	REGIONS BANK CORP TRUST	700,962.13
210	REPUBLIC SERVICES #986	1,269.90
211	RICHARDSON, GWENDOLYN J	5.60
212	ROBERTSDALE ANIMAL CLINIC	12.00
213	ROBERTSDALE AUTO PARTS INC	1,516.69
214	ROBERTSDALE POWER EQUIPMENT	52.90
215	ROBERTSON INSURANCE AGENCY INC	4,903.00
216	ROTO-ROOTER	6,791.30
217	SAFEGUARD BUSINESS SYSTEMS	408.75
218	SANDS TECH AV LLC	1,350.00
219	SECTION 18 TRANSPORTATION FUND	5,095.50
220	SEVEN CENT GAS TAX FUND	1,477.29
221	SHARP ELECTRONICS CORPORATION	13,466.59
222	SHERWIN WILLIAMS	126.75
223	SMITH, CHARLOTTE K	77.00
224	SMITH, JODIE M	120.45
225	SOFTWARE HOUSE INT dba SHI	645.68
226	SOLID WASTE FUND	99,850.06
227	SOUTH ALABAMA REGIONAL	629.56
228	SOUTH BALDWIN LITERACY COUNCIL	780.50
229	SOUTHDATA INC	1,432.36
230	SOUTHERN CHEVROLET-OLDS-GEO	171.14
231	SOUTHERN LINC	104.75
232	SPACE SAVERS, INC.	11,550.00
233	SPANISH FORT PAINTING & CONST. LLC	9,712.00
234	SPRINGHILL DIAGNOSTIC RADIOLOGISTS	38.00
235	STAPLES CONTRACT & COMMERCIAL, INC.	6,609.88
236	STEWART, JEFFERY BRIAN	209.00
237	SUNSOUTH LLC	398.79

**Baldwin County Commission
Accounts Payable Payments
January 15, 2019**

Vendor Summary	Totals
238 SWEAT TIRE - BAY MINETTE	224.95
239 SWEAT TIRE - ROBERTSDALE	129.95
240 SYMBOL HEALTH SOLUTIONS LLC	63,733.07
241 TALLEY, LINDA	12.00
242 THOMPSON TRACTOR CO	279,809.35
243 THORNBURG, JEAN	3.20
244 TONY'S TOWING INC	2,361.25
245 TRACTOR & EQUIPMENT CO	3,783.02
246 TRANE-MOBILE PARTS CENTER	12,600.00
247 TRANSPORTATION SOUTH INC	516.72
248 TRANSUNION RISK & ALTERNATIVE	313.25
249 TRIPLE "A" FIRE PROTECTION INC	1,511.00
250 TRUCK EQUIPMENT SALES INC	1,097.40
251 TSA INC	2,195.32
252 TWILLEY, RUTH	3.20
253 TWO-WAY COMMUNICATIONS INC	5,583.33
254 UNIV AUBURN-GOVERNMENTAL SERVICES	1,305.00
255 VAUTRIN, IRMA	61.40
256 VICKREY, JOIE L	69.76
257 VULCAN MATERIALS CO	8,618.78
258 VULCAN SIGNS	2,503.96
259 W H THOMAS OIL CO INC	3,028.50
260 W W GRAINGER	1,598.27
261 WAL-MART SUPERCENTER	373.72
262 WALTON, HELEN DEAS	49.71
263 WALZ, BRENDA J	182.04
264 WARRINER CONSTRUCTION	6,250.00
265 WASTE MANAGEMENT OF AL	1,951.86
266 WASTE PRO OF FLORIDA	195.70
267 WATTERS, MARY E	51.52
268 WESCO - FOLEY	90.02
269 WESCO DISTRIBUTION - MOBILE	620.00
270 WESCO GAS & WELDING SUPPLY	137.39
271 WEST GROUP PAYMENT CENTER	987.64
272 WHITE, MARY K	31.61
273 WHITES CLOCK AND CARILLON SERVICE	600.00
274 WILEY SERVICES	4,625.00
275 WILSON, LEAH	18.20
276 WITTICHEN SUPPLY-DAPHNE	311.34
277 WRIGHTS MOTOR PARTS INC	969.69
278 YORK, BOBBI J	16.35
279 ZACK LONG DIRT PIT	472.50
280 ZEBRA MARKETING	210.38
Grand Total	8,034,844.22



Baldwin County Commission

Agenda Action Form

File #: 19-0474, **Version:** 1

Item #: EA2

Meeting Type: BCC Regular Meeting

Meeting Date: 1/15/2019

Item Status: New

From: Kimberly Creech, Clerk/Treasurer

Eva Cutsinger, Senior Accountant

Submitted by: Sharon Grant, Accounts Payable Supervisor

ITEM TITLE

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

STAFF RECOMMENDATION

Make the attached interim payments made by the Clerk/Treasurer totaling \$5,150,690.19 (five million, one hundred fifty thousand, six hundred ninety dollars and nineteen cents) a part of the minutes.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: N/A

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

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

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

Additional instructions/notes: N/A

**Baldwin County Commission
Interim Payments
January 15, 2019**

Vendor Summary		Totals	Brief Description
1	ACCA LIABILITY SELF INSURANCE FUND	1,575,447.00	Liability Insurance Coverage
2	AL CHILD SUPPORT PAYMENT CTR	2,343.37	Payroll
3	AL STATE DEPT OF INDUSTRIAL RELATIONS	9,472.34	Unemployment Compensation
4	AL STATE DEPT OF REVENUE	611.83	Payroll
5	ALABAMA CHILD SUPPORT PAYMENT CTR	2,343.37	Payroll
6	ALABAMA INCOME TAX DIVISION	72,825.08	Payroll
7	AT&T	87.81	Telephone
8	AT&T MOBILITY	317.96	Telephone
9	BALDWIN CNTY COMMISSION-BOOTS	4,575.27	Payroll
10	BALDWIN CNTY COMMISSION-DENTAL	24,471.50	Payroll
11	BALDWIN CNTY COMMISSION-HEALTH	517,450.50	Payroll
12	BALDWIN CNTY SHERIFF'S OFFICE	1,606,870.26	Payroll
13	BALDWIN COUNTY SEWER SERVICE LLC	1,507.29	Utilities
14	BALDWIN EMC	1,572.00	Utilities
15	BLUE CROSS & BLUE SHIELD OF AL	160,809.88	Payroll
16	DANIEL O'BRIEN	3,530.72	Payroll
17	DEPT OF CHILDREN & FAMILY SVC	387.68	Payroll
18	DONOHOO CHEVROLET LLC	32,485.38	Vehicle; Sheriff's Dept
19	FAIRHOPE, CITY OF	14.44	Utilities
20	FLEXIBLE BENEFITS	20,032.42	Payroll
21	FRONTIER COMMUNICATIONS	14.70	Telephone
22	GUARDIAN TAX AL LLC	16,556.54	Land Redemption
23	INTERNAL REVENUE SERVICE	441.45	Payroll
24	IRS-TAX PAYMENT	433,984.01	Payroll
25	JODY W CAMPBELL, CIRCUIT CLK	789.88	Payroll
26	JUDICIAL RETIREMENT FUND	954.85	Payroll
27	KENWORTH OF MOBILE	149,269.60	Vehicle; Highway
28	NATIONWIDE RETIREMENT SOLUTIONS	17,253.02	Payroll
29	NORTH BALDWIN UTILITIES	39,204.26	Utilities
30	PEIRAF DEFERRED COMPENSATION	2,044.00	Payroll
31	PERDIDO BAY WATER, SEWER, FIRE	18.72	Utilities
32	RETIREMENT SYSTEMS OF AL	250,672.71	Payroll
33	RIVIERA UTILITIES	4,292.03	Utilities
34	SAM'S CLUB	1,745.00	Payroll
35	SILVERHILL, TOWN OF	166.16	Utilities
36	STIVERS FORD LINCOLN MERCURY INC	186,968.00	Vehicles; Highway
37	VERIZON WIRELESS	8,872.46	Telephone
38	WAKEFIELD, CYNTHIA & WILLIAM	286.70	Solid Waste Refund
Grand Total		5,150,690.19	

Document		Date	Co.	Name	Address Number	Amounts					LT	PC	PI	Subledger	Type	Tax Amount
Ty	Voucher	Co.	Item	Payment Voucher	G/L Class	Invoice Number	Account Description	Remark	Account Number	Payment Amount	Discount Taken	G/L Distribution				
G/L Bank Account		00018481			Cash			Batch Number	2842232	Type	M	Date	12/27/18	User ID	ECUTSINGER	
PN	9204454			12/28/18	00001	IRS-TAX PAYMENT		54188				5,825.26-				D
T7	477552	00001	001	12/28/18		1224188170810		636001408	Payroll Taxes							
					Cash			00018481				5,825.26-	AA			
PN	9204454			12/28/18	00001	IRS-TAX PAYMENT		54188				4,377.94-				D
T7	477566	00001	001	12/28/18		122418817089		636001408	Payroll Taxes							
					Cash			00018481				4,377.94-	AA			
PN	9204454			12/28/18	00001	IRS-TAX PAYMENT		54188				27,106.19-				D
T7	477693	00001	001	12/28/18		12271874122107		636001408	Payroll Taxes							
					Cash			00018481				27,106.19-	AA			
PN	9204454			12/28/18	00001	IRS-TAX PAYMENT		54188				51,423.04-				D
T7	477694	00001	001	12/28/18		12271874122108		636001408	Payroll Taxes							
					Cash			00018481				51,423.04-	AA			
PN	9204454			12/28/18	00103	IRS-TAX PAYMENT		54188				197.08-				D
T7	477695	00103	001	12/28/18		12271874122109		636001408	Payroll Taxes							
					Cash			00018481				197.08-	AA			
PN	9204454			12/28/18	00103	IRS-TAX PAYMENT		54188				342.88-				D
T7	477697	00103	001	12/28/18		12271874122110		636001408	Payroll Taxes							
					Cash			00018481				342.88-	AA			
PN	9204454			12/28/18	00104	IRS-TAX PAYMENT		54188				385.86-				D
T7	477698	00104	001	12/28/18		12271874122111		636001408	Payroll Taxes							
					Cash			00018481				385.86-	AA			
PN	9204454			12/28/18	00104	IRS-TAX PAYMENT		54188				656.76-				D
T7	477699	00104	001	12/28/18		12271874122112		636001408	Payroll Taxes							

Document				Date	Co.	Name	Address Number	Amounts					Tax Amount	
Ty	Voucher	Co.	Item	Payment Voucher	G/L Class	Invoice Number Account Description	Remark Account Number	Payment Amount Discount Taken	G/L Distribution	LT	PC	PI	Subledger /Type	
						Cash	00018481		656.76-	AA				
PN	9204454			12/28/18	00105	IRS-TAX PAYMENT	54188	1,559.13-					D	
T7	477700	00105	001	12/28/18		12271874122113	636001408 Payroll Taxes							
						Cash	00018481		1,559.13-	AA				
PN	9204454			12/28/18	00105	IRS-TAX PAYMENT	54188	3,808.86-					D	
T7	477701	00105	001	12/28/18		12271874122114	636001408 Payroll Taxes							
						Cash	00018481		3,808.86-	AA				
PN	9204454			12/28/18	00106	IRS-TAX PAYMENT	54188	106.49-					D	
T7	477702	00106	001	12/28/18		12271874122115	636001408 Payroll Taxes							
						Cash	00018481		106.49-	AA				
PN	9204454			12/28/18	00106	IRS-TAX PAYMENT	54188	830.50-					D	
T7	477703	00106	001	12/28/18		12271874122116	636001408 Payroll Taxes							
						Cash	00018481		830.50-	AA				
PN	9204454			12/28/18	00109	IRS-TAX PAYMENT	54188	967.25-					D	
T7	477704	00109	001	12/28/18		12271874122117	636001408 Payroll Taxes							
						Cash	00018481		967.25-	AA				
PN	9204454			12/28/18	00109	IRS-TAX PAYMENT	54188	1,807.76-					D	
T7	477705	00109	001	12/28/18		12271874122118	636001408 Payroll Taxes							
						Cash	00018481		1,807.76-	AA				
PN	9204454			12/28/18	00111	IRS-TAX PAYMENT	54188	16,580.18-					D	
T7	477706	00111	001	12/28/18		12271874122119	636001408 Payroll Taxes							
						Cash	00018481		16,580.18-	AA				
PN	9204454			12/28/18	00111	IRS-TAX PAYMENT	54188	33,254.10-					D	
T7	477708	00111	001	12/28/18		12271874122120	636001408 Payroll Taxes							

Document				Date	Co.	Name	Address Number	Amounts				Tax Amount	
Ty	Voucher	Co.	Item	Payment Voucher	G/L Class	Invoice Number Account Description	Remark Account Number	Payment Amount Discount Taken	G/L Distribution	LT	PC	PI	Subledger /Type
						Cash	00018481		33,254.10-	AA			
PN	9204454			12/28/18	00120	IRS-TAX PAYMENT	54188	5,707.52-					D
T7	477709	00120	001	12/28/18		12271874122121	636001408 Payroll Taxes						
						Cash	00018481		5,707.52-	AA			
PN	9204454			12/28/18	00120	IRS-TAX PAYMENT	54188	10,597.90-					D
T7	477710	00120	001	12/28/18		12271874122122	636001408 Payroll Taxes						
						Cash	00018481		10,597.90-	AA			
PN	9204454			12/28/18	00140	IRS-TAX PAYMENT	54188	717.39-					D
T7	477711	00140	001	12/28/18		12271874122123	636001408 Payroll Taxes						
						Cash	00018481		717.39-	AA			
PN	9204454			12/28/18	00140	IRS-TAX PAYMENT	54188	1,734.58-					D
T7	477712	00140	001	12/28/18		12271874122124	636001408 Payroll Taxes						
						Cash	00018481		1,734.58-	AA			
PN	9204454			12/28/18	00143	IRS-TAX PAYMENT	54188	3,512.37-					D
T7	477713	00143	001	12/28/18		12271874122125	636001408 Payroll Taxes						
						Cash	00018481		3,512.37-	AA			
PN	9204454			12/28/18	00143	IRS-TAX PAYMENT	54188	7,885.88-					D
T7	477714	00143	001	12/28/18		12271874122126	636001408 Payroll Taxes						
						Cash	00018481		7,885.88-	AA			
PN	9204454			12/28/18	00144	IRS-TAX PAYMENT	54188	1,548.16-					D
T7	477715	00144	001	12/28/18		12271874122127	636001408 Payroll Taxes						
						Cash	00018481		1,548.16-	AA			
PN	9204454			12/28/18	00144	IRS-TAX PAYMENT	54188	3,593.78-					D
T7	477716	00144	001	12/28/18		12271874122128	636001408 Payroll Taxes						

Document				Date	Co.	Name	Address Number	Amounts					Tax Amount	
Ty	Voucher	Co.	Item	Payment Voucher	G/L Class	Invoice Number Account Description	Remark Account Number	Payment Amount Discount Taken	G/L Distribution	LT	PC	PI	Subledger /Type	
						Cash	00018481		3,593.78-	AA				
PN	9204454			12/28/18	00146	IRS-TAX PAYMENT	54188	274.12-					D	
T7	477717	00146	001	12/28/18		12271874122129	636001408 Payroll Taxes							
						Cash	00018481		274.12-	AA				
PN	9204454			12/28/18	00146	IRS-TAX PAYMENT	54188	480.14-					D	
T7	477719	00146	001	12/28/18		12271874122130	636001408 Payroll Taxes							
						Cash	00018481		480.14-	AA				
PN	9204454			12/28/18	00510	IRS-TAX PAYMENT	54188	4,794.72-					D	
T7	477720	00510	001	12/28/18		12271874122131	636001408 Payroll Taxes							
						Cash	00018481		4,794.72-	AA				
PN	9204454			12/28/18	00510	IRS-TAX PAYMENT	54188	9,670.92-					D	
T7	477721	00510	001	12/28/18		12271874122132	636001408 Payroll Taxes							
						Cash	00018481		9,670.92-	AA				
PN	9204454			12/28/18	00511	IRS-TAX PAYMENT	54188	5,535.72-					D	
T7	477722	00511	001	12/28/18		12271874122133	636001408 Payroll Taxes							
						Cash	00018481		5,535.72-	AA				
PN	9204454			12/28/18	00511	IRS-TAX PAYMENT	54188	13,156.64-					D	
T7	477723	00511	001	12/28/18		12271874122134	636001408 Payroll Taxes							
						Cash	00018481		13,156.64-	AA				
PN	9204454			12/28/18	00740	IRS-TAX PAYMENT	54188	3.94-					D	
T7	477724	00740	001	12/28/18		12271874122135	636001408 Payroll Taxes							
						Cash	00018481		3.94-	AA				
PN	9204454			12/28/18	00740	IRS-TAX PAYMENT	54188	78.72-					D	
T7	477725	00740	001	12/28/18		12271874122136	636001408 Payroll Taxes							

Document				Date	Co.	Name	Address Number	Amounts							
Payment				Payment	G/L Class	Invoice Number	Remark	Payment Amount	G/L	LT	PC	PI	Subledger	/Type	Tax Amount
Ty	Voucher	Co.	Item	Voucher		Account Description	Account Number	Discount Taken	Distribution						
						Cash	00018481			78.72-				AA	
Totals for Bank Account								218,521.78-	218,521.78-						
Totals for Batch								218,521.78-	218,521.78-						
User Total								218,521.78-	218,521.78-						
Grand Total								218,521.78-	218,521.78-						

Document				Date	Co.	Name	Address Number	Amounts						
Payment				Payment	G/L Class	Invoice Number	Remark	Payment Amount	G/L	LT	PC	PI	Subledger /Type	Tax Amount
Ty	Voucher	Co.	Item	Voucher		Account Description	Account Number	Discount Taken	Distribution					
G/L Bank Account 00018481						Cash	Batch Number	2842230	Type	M	Date	12/27/2018	User ID	SGRANT
PN	9204455			12/27/2018	00790	BLUE CROSS & BLUE SHIELD OF AL	14125							D
PV	477683	00790	001	12/26/2018		42257 998 12212018	WEEK: 12/17/18-12/21/18							
						Cash	00018481					1,390.93-	AA	
PN	9204455			12/27/2018	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					1,991.95-		D
PV	477683	00790	002	12/26/2018		42257 998 12212018	WEEK: 12/17/18-12/21/18							
						Cash	00018481					1,991.95-	AA	
PN	9204455			12/27/2018	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					1,684.40-		D
PV	477683	00790	003	12/26/2018		42257 998 12212018	WEEK: 12/17/18-12/21/18							
						Cash	00018481					1,684.40-	AA	
PN	9204455			12/27/2018	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					403.20-		D
PV	477683	00790	004	12/26/2018		42257 998 12212018	WEEK: 12/17/18-12/21/18							
						Cash	00018481					403.20-	AA	
PN	9204455			12/27/2018	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					656.46-		D
PV	477683	00790	005	12/26/2018		42257 998 12212018	WEEK: 12/17/18-12/21/18							
						Cash	00018481					656.46-	AA	
PN	9204455			12/27/2018	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					41,735.52-		D
PV	477683	00790	006	12/26/2018		42257 998 12212018	WEEK: 12/17/18-12/21/18							
						Cash	00018481					41,735.52-	AA	
PN	9204455			12/27/2018	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					924.20-		D
PV	477683	00790	007	12/26/2018		42257 998 12212018	WEEK: 12/17/18-12/21/18							
						Cash	00018481					924.20-	AA	
PN	9204455			12/27/2018	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					33.68-		D
PV	477683	00790	008	12/26/2018		42257 998 12212018	WEEK: 12/17/18-12/21/18							

..... Document				Date	Co.	Name	Address Number	..... Amounts							
Payment				Payment	G/L Class	Invoice Number	Remark	Payment Amount	G/L	LT	PC	PI	Subledger	/Type	Tax Amount
Ty	Voucher	Co.	Item	Voucher		Account Description	Account Number	Discount Taken	Distribution						
						Cash	00018481								
						Totals for Bank Account		48,820.34-	48,820.34-						
						Totals for Batch		48,820.34-	48,820.34-						
						User Total		48,820.34-	48,820.34-						
						Grand Total		48,820.34-	48,820.34-						

Number	Supplier		Co	Balance Open	Current	Aging	
	Name	Phone Number				1 - 0	Over 0
717	FLEXIBLE BENEFITS	251 9370264	00001	4,726.73	4,726.73		
36240	JUDICIAL RETIREMENT FUND		00001	954.85	954.85		
40627	NATIONWIDE RETIREMENT SOLUTION		00001	4,036.51	4,036.51		
94828	ALABAMA CHILD SUPPORT PAYMENT		00001	347.08	347.08		
112221	CAMPBELL, JODY W CIRCUIT CLERK		00001	50.00	50.00		
180373	BALDWIN CNTY COMMISSION - DENT		00001	4,548.50	4,548.50		
184047	O'BRIEN, DANIEL		00001	368.30	368.30		
186456	BALDWIN CNTY COMMISSION - HEAL		00001	27,392.50	27,392.50		
188062	BALDWIN CNTY COMMISSION - BOOT		00001	180.00	180.00		
	General Fund		00001	42,604.47	42,604.47		
717	FLEXIBLE BENEFITS	251 9370264	00103	41.67	41.67		
180373	BALDWIN CNTY COMMISSION - DENT		00103	34.00	34.00		
186456	BALDWIN CNTY COMMISSION - HEAL		00103	364.00	364.00		
188062	BALDWIN CNTY COMMISSION - BOOT		00103	7.50	7.50		
	County Transportation Fund		00103	447.17	447.17		
112221	CAMPBELL, JODY W CIRCUIT CLERK		00104	105.07	105.07		
180373	BALDWIN CNTY COMMISSION - DENT		00104	34.50	34.50		
186456	BALDWIN CNTY COMMISSION - HEAL		00104	147.00	147.00		
	Legislative Del Off Fund		00104	286.57	286.57		
717	FLEXIBLE BENEFITS	251 9370264	00105	48.76	48.76		
40627	NATIONWIDE RETIREMENT SOLUTION		00105	103.00	103.00		
94828	ALABAMA CHILD SUPPORT PAYMENT		00105	436.15	436.15		
180373	BALDWIN CNTY COMMISSION - DENT		00105	460.00	460.00		
186456	BALDWIN CNTY COMMISSION - HEAL		00105	2,188.00	2,188.00		
	Juvenile Detention Fac Fund		00105	3,235.91	3,235.91		
717	FLEXIBLE BENEFITS	251 9370264	00106	72.92	72.92		
180373	BALDWIN CNTY COMMISSION - DENT		00106	88.00	88.00		
184047	O'BRIEN, DANIEL		00106	252.92	252.92		
186456	BALDWIN CNTY COMMISSION - HEAL		00106	428.50	428.50		
	Baldwin Co Archives Fund		00106	842.34	842.34		
40627	NATIONWIDE RETIREMENT SOLUTION		00109	40.00	40.00		
180373	BALDWIN CNTY COMMISSION - DENT		00109	168.00	168.00		
186456	BALDWIN CNTY COMMISSION - HEAL		00109	735.50	735.50		
	Animal Shelter		00109	943.50	943.50		
717	FLEXIBLE BENEFITS	251 9370264	00111	1,794.39	1,794.39		
40627	NATIONWIDE RETIREMENT SOLUTION		00111	3,100.00	3,100.00		
54555	AL STATE DEPT OF REVENUE	205 2421220	00111	305.82	305.82		
94828	ALABAMA CHILD SUPPORT PAYMENT		00111	879.37	879.37		
145998	INTERNAL REVENUE SERVICE		00111	230.29	230.29		
180373	BALDWIN CNTY COMMISSION - DENT		00111	2,858.50	2,858.50		

Number	Supplier		Co	Balance Open	Current	Aging	
	Name	Phone Number				1 - 0	Over 0
184047	O'BRIEN, DANIEL		00111	420.46	420.46		
186456	BALDWIN CNTY COMMISSION - HEAL		00111	15,694.50	15,694.50		
188062	BALDWIN CNTY COMMISSION - BOOT		00111	1,835.77	1,835.77		
189015	DEPARTMENT OF CHILDREN AND FAM		00111	193.84	193.84		
	7 Cent Gasoline Tax Fund		00111	27,312.94	27,312.94		
717	FLEXIBLE BENEFITS	251 9370264	00120	639.53	639.53		
40627	NATIONWIDE RETIREMENT SOLUTION		00120	735.00	735.00		
180373	BALDWIN CNTY COMMISSION - DENT		00120	773.50	773.50		
184047	O'BRIEN, DANIEL		00120	299.99	299.99		
186456	BALDWIN CNTY COMMISSION - HEAL		00120	4,084.50	4,084.50		
188062	BALDWIN CNTY COMMISSION - BOOT		00120	112.50	112.50		
	Reappraisal Fund		00120	6,645.02	6,645.02		
717	FLEXIBLE BENEFITS	251 9370264	00140	307.51	307.51		
180373	BALDWIN CNTY COMMISSION - DENT		00140	199.00	199.00		
186456	BALDWIN CNTY COMMISSION - HEAL		00140	924.00	924.00		
	Council on Aging Fund		00140	1,430.51	1,430.51		
717	FLEXIBLE BENEFITS	251 9370264	00143	679.21	679.21		
40627	NATIONWIDE RETIREMENT SOLUTION		00143	290.00	290.00		
180373	BALDWIN CNTY COMMISSION - DENT		00143	809.00	809.00		
186456	BALDWIN CNTY COMMISSION - HEAL		00143	4,120.50	4,120.50		
188062	BALDWIN CNTY COMMISSION - BOOT		00143	227.50	227.50		
	Section 18 Fund		00143	6,126.21	6,126.21		
717	FLEXIBLE BENEFITS	251 9370264	00144	27.09	27.09		
40627	NATIONWIDE RETIREMENT SOLUTION		00144	90.00	90.00		
94828	ALABAMA CHILD SUPPORT PAYMENT		00144	128.77	128.77		
180373	BALDWIN CNTY COMMISSION - DENT		00144	369.50	369.50		
184047	O'BRIEN, DANIEL		00144	423.69	423.69		
186456	BALDWIN CNTY COMMISSION - HEAL		00144	1,889.50	1,889.50		
188062	BALDWIN CNTY COMMISSION - BOOT		00144	477.50	477.50		
	Parks Fund		00144	3,406.05	3,406.05		
717	FLEXIBLE BENEFITS	251 9370264	00146	41.67	41.67		
180373	BALDWIN CNTY COMMISSION - DENT		00146	45.50	45.50		
186456	BALDWIN CNTY COMMISSION - HEAL		00146	364.00	364.00		
	Eastern Shore Metro Planning O		00146	451.17	451.17		
717	FLEXIBLE BENEFITS	251 9370264	00510	737.95	737.95		
40627	NATIONWIDE RETIREMENT SOLUTION		00510	74.50	74.50		
180373	BALDWIN CNTY COMMISSION - DENT		00510	784.00	784.00		
186456	BALDWIN CNTY COMMISSION - HEAL		00510	5,461.50	5,461.50		
188062	BALDWIN CNTY COMMISSION - BOOT		00510	370.00	370.00		
	Solid Waste Fund		00510	7,427.95	7,427.95		

Supplier			Aging				
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
717	FLEXIBLE BENEFITS	251 9370264	00511	319.03	319.03		
40627	NATIONWIDE RETIREMENT SOLUTION		00511	195.00	195.00		
94828	ALABAMA CHILD SUPPORT PAYMENT		00511	552.00	552.00		
112221	CAMPBELL, JODY W CIRCUIT CLERK		00511	193.31	193.31		
180373	BALDWIN CNTY COMMISSION - DENT		00511	1,256.50	1,256.50		
186456	BALDWIN CNTY COMMISSION - HEAL		00511	5,068.00	5,068.00		
188062	BALDWIN CNTY COMMISSION - BOOT		00511	580.00	580.00		
	Solid Waste Collection Fund		00511	8,163.84	8,163.84		
Grand Total(s)			00511	109,323.65	109,323.65		

Number	Supplier		Co	Balance Open	Aging		
	Name	Phone Number			Current	1 - 0	Over 0
19003	NORTH BALDWIN UTILITIES		00001	31,051.02			31,051.02
51003	RIVIERA UTILITIES		00001	994.08			994.08
111464	ACCA LIABILITY SELF INSURANCE		00001	1,575,447.00			1,575,447.00
152240	VERIZON WIRELESS **		00001	8,449.69			8,449.69
	General Fund		00001	1,615,941.79			1,615,941.79
97691	BALDWIN COUNTY SEWER SERVICE L		00109	508.94			508.94
	Animal Shelter		00109	508.94			508.94
14005	BALDWIN EMC	251 9890118	00111	285.00			285.00
51003	RIVIERA UTILITIES		00111	2,847.27			2,847.27
97691	BALDWIN COUNTY SEWER SERVICE L		00111	228.90			228.90
	7 Cent Gasoline Tax Fund		00111	3,361.17			3,361.17
19003	NORTH BALDWIN UTILITIES		00143	294.50			294.50
51003	RIVIERA UTILITIES		00143	32.66			32.66
	Section 18 Fund		00143	327.16			327.16
14005	BALDWIN EMC	251 9890118	00144	746.00			746.00
97691	BALDWIN COUNTY SEWER SERVICE L		00144	114.45			114.45
	Parks Fund		00144	860.45			860.45
97691	BALDWIN COUNTY SEWER SERVICE L		00510	655.00			655.00
	Solid Waste Fund		00510	655.00			655.00
189798	WAKEFIELD, CYNTHIA & WILLIAM (		00511	286.70			286.70
	Solid Waste Collection Fund		00511	286.70			286.70
19003	NORTH BALDWIN UTILITIES		00708	77.98			77.98
152240	VERIZON WIRELESS **		00708	422.77			422.77
	Community Corrections		00708	500.75			500.75
	Grand Total(s)		00708	1,622,441.96			1,622,441.96

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Document		Date	Co.	Name	Address Number	Amounts					LT	PC	PI	Subledger /Type	Tax Amount
Payment Ty	Voucher Co. Item	Payment Voucher	G/L Class	Invoice Number Account Description	Remark Account Number	Payment Amount	Discount Taken	G/L Distribution	Date	User ID					
G/L Bank Account		00018481		Cash	Batch Number	2842247			12/27/2018				SGRANT		
PN	9204456		12/27/2018	00001	BALDWIN CNTY SHERIFF'S OFFICE	10			240,797.14-				D		
PV	478014	00001 001	12/27/2018		12272018										
					Cash	00018481				240,797.14-			AA		
PN	9204456		12/27/2018	00001	BALDWIN CNTY SHERIFF'S OFFICE	10			138,153.93-				D		
PV	478014	00001 002	12/27/2018		12272018										
					Cash	00018481				138,153.93-			AA		
PN	9204456		12/27/2018	00708	BALDWIN CNTY SHERIFF'S OFFICE	10			10,275.88-				D		
PV	478014	00001 003	12/27/2018		12272018										
					Cash	00018481				10,275.88-			AA		
PN	9204456		12/27/2018	00001	BALDWIN CNTY SHERIFF'S OFFICE	10			140,764.94-				D		
PV	478014	00001 004	12/27/2018		12272018										
					Cash	00018481				140,764.94-			AA		
PN	9204456		12/27/2018	00001	BALDWIN CNTY SHERIFF'S OFFICE	10			79,807.75-				D		
PV	478014	00001 005	12/27/2018		12272018										
					Cash	00018481				79,807.75-			AA		
PN	9204456		12/27/2018	00708	BALDWIN CNTY SHERIFF'S OFFICE	10			6,685.09-				D		
PV	478014	00001 006	12/27/2018		12272018										
					Cash	00018481				6,685.09-			AA		
Totals for Bank Account									616,484.73-				616,484.73-		
Totals for Batch									616,484.73-				616,484.73-		
User Total									616,484.73-				616,484.73-		

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Document		Date	Co.	Name	Address Number	Amounts								
Ty	Payment Voucher	Co.	Item	Invoice Number	Remark	Payment Amount	Discount Taken	G/L Distribution	LT	PC	PI	Subledger /Type	Tax Amount	
				Account Description	Account Number									
G/L Bank Account 00018481				Cash	Batch Number	2842273	Type	M	Date	1/2/2019	User ID	RBENSON		
PN	9204457			1/2/2019	00790	BLUE CROSS & BLUE SHIELD OF AL	14125						1,762.43-	D
PV	478016	00790	001	1/2/2019		42257 999 12212018								WEEK: 12/17/18-12/21/18
				Cash	00018481								1,762.43-	AA
PN	9204457			1/2/2019	00790	BLUE CROSS & BLUE SHIELD OF AL	14125						2,716.48-	D
PV	478016	00790	002	1/2/2019		42257 999 12212018								WEEK: 12/17/18-12/21/18
				Cash	00018481								2,716.48-	AA
PN	9204457			1/2/2019	00790	BLUE CROSS & BLUE SHIELD OF AL	14125						155.45-	D
PV	478016	00790	003	1/2/2019		42257 999 12212018								WEEK: 12/17/18-12/21/18
				Cash	00018481								155.45-	AA
PN	9204457			1/2/2019	00790	BLUE CROSS & BLUE SHIELD OF AL	14125						556.12-	D
PV	478016	00790	004	1/2/2019		42257 999 12212018								WEEK: 12/17/18-12/21/18
				Cash	00018481								556.12-	AA
PN	9204457			1/2/2019	00790	BLUE CROSS & BLUE SHIELD OF AL	14125						89,524.17-	D
PV	478016	00790	005	1/2/2019		42257 999 12212018								WEEK: 12/17/18-12/21/18
				Cash	00018481								89,524.17-	AA
PN	9204457			1/2/2019	00790	BLUE CROSS & BLUE SHIELD OF AL	14125						1,214.17-	D
PV	478016	00790	006	1/2/2019		42257 999 12212018								WEEK: 12/17/18-12/21/18
				Cash	00018481								1,214.17-	AA
PN	9204457			1/2/2019	00790	BLUE CROSS & BLUE SHIELD OF AL	14125						48.86-	D
PV	478016	00790	007	1/2/2019		42257 999 12212018								WEEK: 12/17/18-12/21/18
				Cash	00018481								48.86-	AA
Totals for Bank Account													95,977.68-	95,977.68-

Document		Date	Co.	Name	Address Number	Amounts							Tax Amount		
Ty	Payment Voucher Co. Item	Payment Voucher	G/L Class	Invoice Number Account Description	Remark Account Number	Payment Amount Discount Taken				G/L Distribution	LT	PC	PI	Subledger /Type	
G/L Bank Account 00018481				Cash	Batch Number	2842287	Type	M	Date	1/2/2019	User ID	RBENSON			
PN	9204458	1/2/2019	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					326.00-				D	
PV	478055 00790 001	1/2/2019		42257 998 12282018	WEEK: 12/24/18-12/28/18										
				Cash	00018481					326.00-	AA				
PN	9204458	1/2/2019	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					62.40-				D	
PV	478055 00790 002	1/2/2019		42257 998 12282018	WEEK: 12/24/18-12/28/18										
				Cash	00018481					62.40-	AA				
PN	9204458	1/2/2019	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					46.61-				D	
PV	478055 00790 003	1/2/2019		42257 998 12282018	WEEK: 12/24/18-12/28/18										
				Cash	00018481					46.61-	AA				
PN	9204458	1/2/2019	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					14,600.65-				D	
PV	478055 00790 004	1/2/2019		42257 998 12282018	WEEK: 12/24/18-12/28/18										
				Cash	00018481					14,600.65-	AA				
PN	9204458	1/2/2019	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					873.70-				D	
PV	478055 00790 005	1/2/2019		42257 998 12282018	WEEK: 12/24/18-12/28/18										
				Cash	00018481					873.70-	AA				
PN	9204458	1/2/2019	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					102.50-				D	
PV	478055 00790 006	1/2/2019		42257 998 12282018	WEEK: 12/24/18-12/28/18										
				Cash	00018481					102.50-	AA				
Totals for Bank Account										16,011.86-	16,011.86-				
Totals for Batch										16,011.86-	16,011.86-				
User Total										16,011.86-	16,011.86-				

Document				Date	Co.	Name	Address Number	Amounts							
Payment				Payment	G/L Class	Invoice Number	Remark	Payment Amount	G/L		LT	PC	PI	Subledger /Type	Tax Amount
Ty	Voucher	Co.	Item	Voucher		Account Description	Account Number	Discount Taken	Distribution						
G/L Bank Account 00018481						Cash	Batch Number	2842292	Type	M	Date	1/3/2019	User ID	SGRANT	
PN	9204459			1/3/2019	00001	AL STATE DEPT OF INDUSTRIAL RE	54070	9,472.34-						D	
PV	478088	00001	001	1/3/2019		213311800;12/31/18	ACCT# 0213311800								
						Cash	00018481					9,472.34-	AA		
Totals for Bank Account								9,472.34-				9,472.34-			
Totals for Batch								9,472.34-				9,472.34-			
User Total								9,472.34-				9,472.34-			
Grand Total								9,472.34-				9,472.34-			

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Number	Supplier		Co	Balance Open	Aging		
	Name	Phone Number			Current	1 - 0	Over 0
19003	NORTH BALDWIN UTILITIES		00001	3,596.32			3,596.32
54257	FRONTIER COMMUNICATIONS		00001	14.70			14.70
63589	AT&T (BELLSOUTH)**		00001	87.81			87.81
	General Fund		00001	3,698.83			3,698.83
19003	NORTH BALDWIN UTILITIES		00104	132.30			132.30
	Legislative Del Off Fund		00104	132.30			132.30
19003	NORTH BALDWIN UTILITIES		00105	649.69			649.69
	Juvenile Detention Fac Fund		00105	649.69			649.69
14005	BALDWIN EMC	251 9890118	00111	399.00			399.00
19003	NORTH BALDWIN UTILITIES		00111	2,746.62			2,746.62
51003	RIVIERA UTILITIES		00111	169.25			169.25
57007	SILVERHILL, TOWN OF (UTILITIES		00111	116.56			116.56
	7 Cent Gasoline Tax Fund		00111	3,431.43			3,431.43
19021	FAIRHOPE, CITY OF (UTILITIES)		00144	14.44			14.44
48197	PERDIDO BAY WATER, SEWER, FIRE	251 9875816	00144	18.72			18.72
51003	RIVIERA UTILITIES		00144	248.77			248.77
57007	SILVERHILL, TOWN OF (UTILITIES		00144	49.60			49.60
	Parks Fund		00144	331.53			331.53
14005	BALDWIN EMC	251 9890118	00510	142.00			142.00
19003	NORTH BALDWIN UTILITIES		00510	655.83			655.83
	Solid Waste Fund		00510	797.83			797.83
186426	GUARDIAN TAX AL LLC		00725	16,556.54	16,556.54		
	Land Redemption Fund		00725	16,556.54	16,556.54		
14397	AT&T MOBILITY (WIRELESS) **		00740	317.96			317.96
	Law Library Fund		00740	317.96			317.96
	Grand Total(s)		00740	25,916.11	16,556.54		9,359.57

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Document				Date	Co.	Name	Address Number	Amounts				Tax Amount		
Ty	Voucher	Co.	Item	Payment Voucher	G/L Class	Invoice Number Account Description	Remark Account Number	Payment Amount Discount Taken	G/L Distribution	LT	PC	PI	Subledger /Type	Tax Amount
						Cash	00018481		2,703.53-	AA				
PN	9204461			01/11/19	00140	ALABAMA INCOME TAX DIVISION	10365	421.49-					D	
T7	476812	00140	001	12/14/18		1211189400744	37585 Payroll Taxes							
						Cash	00018481		421.49-	AA				
PN	9204461			01/11/19	00143	ALABAMA INCOME TAX DIVISION	10365	1,929.42-					D	
T7	476813	00143	001	12/14/18		1211189400745	37585 Payroll Taxes							
						Cash	00018481		1,929.42-	AA				
PN	9204461			01/11/19	00144	ALABAMA INCOME TAX DIVISION	10365	1,417.17-					D	
T7	476814	00144	001	12/14/18		1211189400746	37585 Payroll Taxes							
						Cash	00018481		1,417.17-	AA				
PN	9204461			01/11/19	00146	ALABAMA INCOME TAX DIVISION	10365	125.06-					D	
T7	476815	00146	001	12/14/18		1211189400747	37585 Payroll Taxes							
						Cash	00018481		125.06-	AA				
PN	9204461			01/11/19	00510	ALABAMA INCOME TAX DIVISION	10365	2,410.92-					D	
T7	476816	00510	001	12/14/18		1211189400748	37585 Payroll Taxes							
						Cash	00018481		2,410.92-	AA				
PN	9204461			01/11/19	00511	ALABAMA INCOME TAX DIVISION	10365	3,329.98-					D	
T7	476817	00511	001	12/14/18		1211189400749	37585 Payroll Taxes							
						Cash	00018481		3,329.98-	AA				
PN	9204461			01/11/19	00740	ALABAMA INCOME TAX DIVISION	10365	5.53-					D	
T7	476819	00740	001	12/14/18		1211189400750	37585 Payroll Taxes							
						Cash	00018481		5.53-	AA				
PN	9204461			01/11/19	00001	ALABAMA INCOME TAX DIVISION	10365	1,509.36-					D	
T7	477559	00001	001	12/28/18		122418817082	37585 Payroll Taxes							

Document				Date	Co.	Name	Address Number	Amounts				Tax Amount		
Ty	Payment Voucher	Co.	Item	Payment Voucher	G/L Class	Invoice Number Account Description	Remark Account Number	Payment Amount Discount Taken	G/L Distribution	LT	PC	PI	Subledger /Type	Tax Amount
						Cash	00018481		1,509.36-	AA				
PN	9204461			01/11/19	00001	ALABAMA INCOME TAX DIVISION	10365	13,109.22-					D	
T7	477872	00001	001	12/28/18		1227187412235	37585 Payroll Taxes							
						Cash	00018481		13,109.22-	AA				
PN	9204461			01/11/19	00103	ALABAMA INCOME TAX DIVISION	10365	85.28-					D	
T7	477873	00103	001	12/28/18		1227187412236	37585 Payroll Taxes							
						Cash	00018481		85.28-	AA				
PN	9204461			01/11/19	00104	ALABAMA INCOME TAX DIVISION	10365	161.96-					D	
T7	477874	00104	001	12/28/18		1227187412237	37585 Payroll Taxes							
						Cash	00018481		161.96-	AA				
PN	9204461			01/11/19	00105	ALABAMA INCOME TAX DIVISION	10365	953.83-					D	
T7	477875	00105	001	12/28/18		1227187412238	37585 Payroll Taxes							
						Cash	00018481		953.83-	AA				
PN	9204461			01/11/19	00106	ALABAMA INCOME TAX DIVISION	10365	189.07-					D	
T7	477876	00106	001	12/28/18		1227187412239	37585 Payroll Taxes							
						Cash	00018481		189.07-	AA				
PN	9204461			01/11/19	00109	ALABAMA INCOME TAX DIVISION	10365	446.31-					D	
T7	477878	00109	001	12/28/18		1227187412240	37585 Payroll Taxes							
						Cash	00018481		446.31-	AA				
PN	9204461			01/11/19	00111	ALABAMA INCOME TAX DIVISION	10365	8,588.42-					D	
T7	477879	00111	001	12/28/18		1227187412241	37585 Payroll Taxes							
						Cash	00018481		8,588.42-	AA				
PN	9204461			01/11/19	00120	ALABAMA INCOME TAX DIVISION	10365	2,704.28-					D	
T7	477880	00120	001	12/28/18		1227187412242	37585 Payroll Taxes							

Document		Date		Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	Amounts		LT	PC	PI	Subledger /Type	Tax Amount	
Ty	Payment Voucher	Co.	Item				Payment Voucher	Payment Amount Discount Taken						G/L Distribution
					Cash	00018481		2,704.28-	AA					
PN	9204461			01/11/19	00140	ALABAMA INCOME TAX DIVISION	10365	415.79-				D		
T7	477881	00140	001	12/28/18		1227187412243	37585	Payroll Taxes						
						Cash	00018481		415.79-	AA				
PN	9204461			01/11/19	00143	ALABAMA INCOME TAX DIVISION	10365	1,887.67-				D		
T7	477882	00143	001	12/28/18		1227187412244	37585	Payroll Taxes						
						Cash	00018481		1,887.67-	AA				
PN	9204461			01/11/19	00144	ALABAMA INCOME TAX DIVISION	10365	858.94-				D		
T7	477883	00144	001	12/28/18		1227187412245	37585	Payroll Taxes						
						Cash	00018481		858.94-	AA				
PN	9204461			01/11/19	00146	ALABAMA INCOME TAX DIVISION	10365	125.06-				D		
T7	477884	00146	001	12/28/18		1227187412246	37585	Payroll Taxes						
						Cash	00018481		125.06-	AA				
PN	9204461			01/11/19	00510	ALABAMA INCOME TAX DIVISION	10365	2,472.65-				D		
T7	477885	00510	001	12/28/18		1227187412247	37585	Payroll Taxes						
						Cash	00018481		2,472.65-	AA				
PN	9204461			01/11/19	00511	ALABAMA INCOME TAX DIVISION	10365	3,353.88-				D		
T7	477886	00511	001	12/28/18		1227187412248	37585	Payroll Taxes						
						Cash	00018481		3,353.88-	AA				
PN	9204461			01/11/19	00740	ALABAMA INCOME TAX DIVISION	10365	3.50-				D		
T7	477887	00740	001	12/28/18		1227187412249	37585	Payroll Taxes						
						Cash	00018481		3.50-	AA				
Totals for Bank Account									72,825.08-	72,825.08-				

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Payment				Payment	G/L Class	Invoice Number	Remark	Payment Amount	G/L	LT	PC	PI	Subledger /Type	Tax Amount
Ty	Voucher	Co.	Item	Voucher		Account Description	Account Number	Discount Taken	Distribution					
							Totals for Batch	72,825.08-	72,825.08-					
							User Total	72,825.08-	72,825.08-					
							Grand Total	72,825.08-	72,825.08-					

Document Payment Ty Voucher Co. Item	Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	Amounts					G/L Distribution	LT PC PI Subledger /Type	Tax Amount		
					Batch Number	Invoice Number	Type	M	Date				Payment Amount Discount Taken	User ID
G/L Bank Account	00018481		Cash		Batch Number	2842318				1/3/2019		User ID	SGRANT	
PN 9204462	1/3/2019	00001	BALDWIN CNTY SHERIFF'S OFFICE	10					120,426.59-				D	
PV 478154 00001 001	1/3/2019		1032019		MONTH END; DEC 2019									
			Cash		00018481				120,426.59-		AA			
PN 9204462	1/3/2019	00001	BALDWIN CNTY SHERIFF'S OFFICE	10					59,160.54-				D	
PV 478154 00001 002	1/3/2019		1032019		MONTH END; DEC 2019									
			Cash		00018481				59,160.54-		AA			
PN 9204462	1/3/2019	00708	BALDWIN CNTY SHERIFF'S OFFICE	10					5,202.18-				D	
PV 478154 00001 003	1/3/2019		1032019		MONTH END; DEC 2019									
			Cash		00018481				5,202.18-		AA			
					Totals for Bank Account				184,789.31-		184,789.31-			
					Totals for Batch				184,789.31-		184,789.31-			
					User Total				184,789.31-		184,789.31-			
					Grand Total				184,789.31-		184,789.31-			

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Number	Supplier		Co	Aging			
	Name	Phone Number		Balance Open	Current	1 - 0	Over 0
183630	DONOHOO CHEVROLET LLC	205 444-9333	00001	32,485.38			32,485.38
	General Fund		00001	32,485.38			32,485.38
	Grand Total(s)		00001	32,485.38			32,485.38

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Number	Supplier		Co	Balance Open	Aging			
	Name	Phone Number			Current	1 - 0	Over 0	
8889	PEIRAF DEFERRED COMPENSATION		00001	1,120.00				1,120.00
51059	RETIREMENT SYSTEMS OF AL		00001	93,990.01				93,990.01
	General Fund		00001	95,110.01				95,110.01
51059	RETIREMENT SYSTEMS OF AL		00103	671.78				671.78
	County Transportation Fund		00103	671.78				671.78
51059	RETIREMENT SYSTEMS OF AL		00104	1,034.04				1,034.04
	Legislative Del Off Fund		00104	1,034.04				1,034.04
51059	RETIREMENT SYSTEMS OF AL		00105	7,014.58				7,014.58
	Juvenile Detention Fac Fund		00105	7,014.58				7,014.58
51059	RETIREMENT SYSTEMS OF AL		00106	1,477.20				1,477.20
	Baldwin Co Archives Fund		00106	1,477.20				1,477.20
51059	RETIREMENT SYSTEMS OF AL		00109	2,989.08				2,989.08
	Animal Shelter		00109	2,989.08				2,989.08
8889	PEIRAF DEFERRED COMPENSATION		00111	104.00				104.00
51059	RETIREMENT SYSTEMS OF AL		00111	60,069.71				60,069.71
	7 Cent Gasoline Tax Fund		00111	60,173.71				60,173.71
8889	PEIRAF DEFERRED COMPENSATION		00120	280.00				280.00
51059	RETIREMENT SYSTEMS OF AL		00120	18,910.20				18,910.20
	Reappraisal Fund		00120	19,190.20				19,190.20
8889	PEIRAF DEFERRED COMPENSATION		00140	370.00				370.00
51059	RETIREMENT SYSTEMS OF AL		00140	3,187.45				3,187.45
	Council on Aging Fund		00140	3,557.45				3,557.45
51059	RETIREMENT SYSTEMS OF AL		00143	13,790.71				13,790.71
	Section 18 Fund		00143	13,790.71				13,790.71
51059	RETIREMENT SYSTEMS OF AL		00144	6,435.14				6,435.14
	Parks Fund		00144	6,435.14				6,435.14
8889	PEIRAF DEFERRED COMPENSATION		00146	50.00				50.00
51059	RETIREMENT SYSTEMS OF AL		00146	810.28				810.28
	Eastern Shore Metro Planning O		00146	860.28				860.28
8889	PEIRAF DEFERRED COMPENSATION		00510	20.00				20.00
51059	RETIREMENT SYSTEMS OF AL		00510	16,959.40				16,959.40
	Solid Waste Fund		00510	16,979.40				16,979.40
8889	PEIRAF DEFERRED COMPENSATION		00511	100.00				100.00
51059	RETIREMENT SYSTEMS OF AL		00511	23,211.61				23,211.61
	Solid Waste Collection Fund		00511	23,311.61				23,311.61
51059	RETIREMENT SYSTEMS OF AL		00740	121.52				121.52
	Law Library Fund		00740	121.52				121.52
	Grand Total(s)		00740	252,716.71				252,716.71

Number	Supplier		Co	Balance Open	Aging	
	Name	Phone Number			Current	1 - 0	Over 0
717	FLEXIBLE BENEFITS	251 9370264	00001	4,936.72	4,936.72	
40627	NATIONWIDE RETIREMENT SOLUTION		00001	3,961.51	3,961.51	
54471	SAM'S CLUB		00001	360.00	360.00	
94828	ALABAMA CHILD SUPPORT PAYMENT		00001	347.08	347.08	
112221	CAMPBELL, JODY W CIRCUIT CLERK		00001	50.00	50.00	
180373	BALDWIN CNTY COMMISSION - DENT		00001	4,208.50	4,208.50	
184047	O'BRIEN, DANIEL		00001	368.30	368.30	
186456	BALDWIN CNTY COMMISSION - HEAL		00001	154,853.50	154,853.50	
	General Fund		00001	169,085.61	169,085.61	
717	FLEXIBLE BENEFITS	251 9370264	00103	41.67	41.67	
180373	BALDWIN CNTY COMMISSION - DENT		00103	34.00	34.00	
186456	BALDWIN CNTY COMMISSION - HEAL		00103	2,362.00	2,362.00	
	County Transportation Fund		00103	2,437.67	2,437.67	
54471	SAM'S CLUB		00104	45.00	45.00	
112221	CAMPBELL, JODY W CIRCUIT CLERK		00104	105.07	105.07	
180373	BALDWIN CNTY COMMISSION - DENT		00104	34.50	34.50	
186456	BALDWIN CNTY COMMISSION - HEAL		00104	1,497.00	1,497.00	
	Legislative Del Off Fund		00104	1,681.57	1,681.57	
717	FLEXIBLE BENEFITS	251 9370264	00105	87.08	87.08	
40627	NATIONWIDE RETIREMENT SOLUTION		00105	103.00	103.00	
54471	SAM'S CLUB		00105	45.00	45.00	
94828	ALABAMA CHILD SUPPORT PAYMENT		00105	436.15	436.15	
180373	BALDWIN CNTY COMMISSION - DENT		00105	460.00	460.00	
186456	BALDWIN CNTY COMMISSION - HEAL		00105	14,730.00	14,730.00	
	Juvenile Detention Fac Fund		00105	15,861.23	15,861.23	
717	FLEXIBLE BENEFITS	251 9370264	00106	79.17	79.17	
180373	BALDWIN CNTY COMMISSION - DENT		00106	88.00	88.00	
184047	O'BRIEN, DANIEL		00106	252.92	252.92	
186456	BALDWIN CNTY COMMISSION - HEAL		00106	2,845.50	2,845.50	
	Baldwin Co Archives Fund		00106	3,265.59	3,265.59	
717	FLEXIBLE BENEFITS	251 9370264	00109	20.84	20.84	
40627	NATIONWIDE RETIREMENT SOLUTION		00109	40.00	40.00	
54471	SAM'S CLUB		00109	190.00	190.00	
180373	BALDWIN CNTY COMMISSION - DENT		00109	168.00	168.00	
186456	BALDWIN CNTY COMMISSION - HEAL		00109	5,826.50	5,826.50	
188062	BALDWIN CNTY COMMISSION - BOOT		00109	10.00	10.00	
	Animal Shelter		00109	6,255.34	6,255.34	
717	FLEXIBLE BENEFITS	251 9370264	00111	1,952.28	1,952.28	
40627	NATIONWIDE RETIREMENT SOLUTION		00111	3,100.00	3,100.00	
54471	SAM'S CLUB		00111	435.00	435.00	

Number	Supplier		Co	Balance Open	Aging		
	Name	Phone Number			Current	1 - 0	Over 0
54555	AL STATE DEPT OF REVENUE	205 2421220	00111	306.01	306.01		
94828	ALABAMA CHILD SUPPORT PAYMENT		00111	879.37	879.37		
145998	INTERNAL REVENUE SERVICE		00111	211.16	211.16		
180373	BALDWIN CNTY COMMISSION - DENT		00111	2,858.50	2,858.50		
184047	O'BRIEN, DANIEL		00111	420.46	420.46		
186456	BALDWIN CNTY COMMISSION - HEAL		00111	110,994.00	110,994.00		
188062	BALDWIN CNTY COMMISSION - BOOT		00111	259.50	259.50		
189015	DEPARTMENT OF CHILDREN AND FAM		00111	193.84	193.84		
	7 Cent Gasoline Tax Fund		00111	121,610.12	121,610.12		
717	FLEXIBLE BENEFITS	251 9370264	00120	674.51	674.51		
40627	NATIONWIDE RETIREMENT SOLUTION		00120	735.00	735.00		
54471	SAM'S CLUB		00120	145.00	145.00		
180373	BALDWIN CNTY COMMISSION - DENT		00120	762.00	762.00		
184047	O'BRIEN, DANIEL		00120	299.99	299.99		
186456	BALDWIN CNTY COMMISSION - HEAL		00120	28,999.50	28,999.50		
	Reappraisal Fund		00120	31,616.00	31,616.00		
717	FLEXIBLE BENEFITS	251 9370264	00140	287.50	287.50		
180373	BALDWIN CNTY COMMISSION - DENT		00140	199.00	199.00		
186456	BALDWIN CNTY COMMISSION - HEAL		00140	6,720.00	6,720.00		
	Council on Aging Fund		00140	7,206.50	7,206.50		
717	FLEXIBLE BENEFITS	251 9370264	00143	783.33	783.33		
40627	NATIONWIDE RETIREMENT SOLUTION		00143	290.00	290.00		
180373	BALDWIN CNTY COMMISSION - DENT		00143	809.00	809.00		
186456	BALDWIN CNTY COMMISSION - HEAL		00143	28,352.50	28,352.50		
	Section 18 Fund		00143	30,234.83	30,234.83		
717	FLEXIBLE BENEFITS	251 9370264	00144	12.50	12.50		
40627	NATIONWIDE RETIREMENT SOLUTION		00144	90.00	90.00		
54471	SAM'S CLUB		00144	100.00	100.00		
94828	ALABAMA CHILD SUPPORT PAYMENT		00144	128.77	128.77		
180373	BALDWIN CNTY COMMISSION - DENT		00144	358.00	358.00		
184047	O'BRIEN, DANIEL		00144	423.69	423.69		
186456	BALDWIN CNTY COMMISSION - HEAL		00144	11,760.00	11,760.00		
	Parks Fund		00144	12,872.96	12,872.96		
717	FLEXIBLE BENEFITS	251 9370264	00146	62.50	62.50		
180373	BALDWIN CNTY COMMISSION - DENT		00146	45.50	45.50		
186456	BALDWIN CNTY COMMISSION - HEAL		00146	2,362.00	2,362.00		
	Eastern Shore Metro Planning O		00146	2,470.00	2,470.00		
717	FLEXIBLE BENEFITS	251 9370264	00510	826.41	826.41		
40627	NATIONWIDE RETIREMENT SOLUTION		00510	74.50	74.50		
54471	SAM'S CLUB		00510	100.00	100.00		

Supplier			Aging				
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
180373	BALDWIN CNTY COMMISSION - DENT		00510	738.50	738.50		
186456	BALDWIN CNTY COMMISSION - HEAL		00510	29,307.00	29,307.00		
188062	BALDWIN CNTY COMMISSION - BOOT		00510	215.00	215.00		
	Solid Waste Fund		00510	31,261.41	31,261.41		
717	FLEXIBLE BENEFITS	251 9370264	00511	831.45	831.45		
40627	NATIONWIDE RETIREMENT SOLUTION		00511	195.00	195.00		
54471	SAM'S CLUB		00511	325.00	325.00		
94828	ALABAMA CHILD SUPPORT PAYMENT		00511	552.00	552.00		
112221	CAMPBELL, JODY W CIRCUIT CLERK		00511	286.43	286.43		
180373	BALDWIN CNTY COMMISSION - DENT		00511	1,279.50	1,279.50		
186456	BALDWIN CNTY COMMISSION - HEAL		00511	47,979.00	47,979.00		
188062	BALDWIN CNTY COMMISSION - BOOT		00511	300.00	300.00		
	Solid Waste Collection Fund		00511	51,748.38	51,748.38		
Grand Total(s)			00511	487,607.21	487,607.21		

..... Document		Date	Co.	Name	Address Number	..... Amounts		LT	PC	PI	Subledger	Type	Tax Amount
Ty	Voucher	Co.	Item	Payment Voucher	G/L Class	Invoice Number	Account Description	Payment Amount	Discount Taken	G/L Distribution			
						Cash	00018481			4,805.10-	AA		
PN	9204465			01/11/19	00106	IRS-TAX PAYMENT	54188	93.34-				D	
T7	478442	00106	001	01/11/19		010719170202119	636001408 Payroll Taxes						
						Cash	00018481			93.34-	AA		
PN	9204465			01/11/19	00106	IRS-TAX PAYMENT	54188	741.94-				D	
T7	478444	00106	001	01/11/19		010719170202120	636001408 Payroll Taxes						
						Cash	00018481			741.94-	AA		
PN	9204465			01/11/19	00109	IRS-TAX PAYMENT	54188	936.60-				D	
T7	478445	00109	001	01/11/19		010719170202121	636001408 Payroll Taxes						
						Cash	00018481			936.60-	AA		
PN	9204465			01/11/19	00109	IRS-TAX PAYMENT	54188	1,800.92-				D	
T7	478446	00109	001	01/11/19		010719170202122	636001408 Payroll Taxes						
						Cash	00018481			1,800.92-	AA		
PN	9204465			01/11/19	00111	IRS-TAX PAYMENT	54188	14,654.99-				D	
T7	478447	00111	001	01/11/19		010719170202123	636001408 Payroll Taxes						
						Cash	00018481			14,654.99-	AA		
PN	9204465			01/11/19	00111	IRS-TAX PAYMENT	54188	31,608.32-				D	
T7	478448	00111	001	01/11/19		010719170202124	636001408 Payroll Taxes						
						Cash	00018481			31,608.32-	AA		
PN	9204465			01/11/19	00120	IRS-TAX PAYMENT	54188	5,722.15-				D	
T7	478449	00120	001	01/11/19		010719170202125	636001408 Payroll Taxes						
						Cash	00018481			5,722.15-	AA		
PN	9204465			01/11/19	00120	IRS-TAX PAYMENT	54188	10,735.32-				D	
T7	478450	00120	001	01/11/19		010719170202126	636001408 Payroll Taxes						

Document				Date	Co.	Name	Address Number	Amounts				Tax Amount		
Ty	Voucher	Co.	Item	Payment Voucher	G/L Class	Invoice Number Account Description	Remark Account Number	Payment Amount Discount Taken	G/L Distribution	LT	PC	PI	Subledger /Type	Tax Amount
						Cash	00018481		10,735.32-	AA				
PN	9204465			01/11/19	00140	IRS-TAX PAYMENT	54188	707.90-					D	
T7	478451	00140	001	01/11/19		010719170202127	636001408 Payroll Taxes							
						Cash	00018481		707.90-	AA				
PN	9204465			01/11/19	00140	IRS-TAX PAYMENT	54188	1,684.20-					D	
T7	478452	00140	001	01/11/19		010719170202128	636001408 Payroll Taxes							
						Cash	00018481		1,684.20-	AA				
PN	9204465			01/11/19	00143	IRS-TAX PAYMENT	54188	3,271.11-					D	
T7	478453	00143	001	01/11/19		010719170202129	636001408 Payroll Taxes							
						Cash	00018481		3,271.11-	AA				
PN	9204465			01/11/19	00143	IRS-TAX PAYMENT	54188	7,478.40-					D	
T7	478455	00143	001	01/11/19		010719170202130	636001408 Payroll Taxes							
						Cash	00018481		7,478.40-	AA				
PN	9204465			01/11/19	00144	IRS-TAX PAYMENT	54188	1,376.94-					D	
T7	478456	00144	001	01/11/19		010719170202131	636001408 Payroll Taxes							
						Cash	00018481		1,376.94-	AA				
PN	9204465			01/11/19	00144	IRS-TAX PAYMENT	54188	3,254.74-					D	
T7	478457	00144	001	01/11/19		010719170202132	636001408 Payroll Taxes							
						Cash	00018481		3,254.74-	AA				
PN	9204465			01/11/19	00146	IRS-TAX PAYMENT	54188	264.42-					D	
T7	478458	00146	001	01/11/19		010719170202133	636001408 Payroll Taxes							
						Cash	00018481		264.42-	AA				
PN	9204465			01/11/19	00146	IRS-TAX PAYMENT	54188	476.92-					D	
T7	478459	00146	001	01/11/19		010719170202134	636001408 Payroll Taxes							

Document				Date	Co.	Name	Address Number	Amounts				Tax Amount		
Ty	Voucher	Co.	Item	Payment Voucher	G/L Class	Invoice Number Account Description	Remark Account Number	Payment Amount Discount Taken	G/L Distribution	LT	PC	PI	Subledger /Type	Tax Amount
						Cash	00018481		476.92-	AA				
PN	9204465			01/11/19	00510	IRS-TAX PAYMENT	54188	5,630.00-					D	
T7	478460	00510	001	01/11/19		010719170202135	636001408 Payroll Taxes							
						Cash	00018481		5,630.00-	AA				
PN	9204465			01/11/19	00510	IRS-TAX PAYMENT	54188	10,555.76-					D	
T7	478461	00510	001	01/11/19		010719170202136	636001408 Payroll Taxes							
						Cash	00018481		10,555.76-	AA				
PN	9204465			01/11/19	00511	IRS-TAX PAYMENT	54188	7,827.12-					D	
T7	478462	00511	001	01/11/19		010719170202137	636001408 Payroll Taxes							
						Cash	00018481		7,827.12-	AA				
PN	9204465			01/11/19	00511	IRS-TAX PAYMENT	54188	16,322.02-					D	
T7	478463	00511	001	01/11/19		010719170202138	636001408 Payroll Taxes							
						Cash	00018481		16,322.02-	AA				
PN	9204465			01/11/19	00740	IRS-TAX PAYMENT	54188	11.74-					D	
T7	478464	00740	001	01/11/19		010719170202139	636001408 Payroll Taxes							
						Cash	00018481		11.74-	AA				
PN	9204465			01/11/19	00740	IRS-TAX PAYMENT	54188	92.98-					D	
T7	478466	00740	001	01/11/19		010719170202140	636001408 Payroll Taxes							
						Cash	00018481		92.98-	AA				
Totals for Bank Account									215,462.23-	215,462.23-				
Totals for Batch									215,462.23-	215,462.23-				
User Total									215,462.23-	215,462.23-				

Number	Supplier		Co	Balance Open	Aging			
	Name	Phone Number			Current	1 - 0	Over 0	
95783	KENWORTH OF MOBILE - EQUIPMENTS	9574000	00111	149,269.60				149,269.60
176049	STIVERS FORD LINCOLN MERCURY B34	6135012	00111	154,807.00				154,807.00
	7 Cent Gasoline Tax Fund		00111	304,076.60				304,076.60
176049	STIVERS FORD LINCOLN MERCURY B34	6135012	00144	32,161.00				32,161.00
	Parks Fund		00144	32,161.00				32,161.00
Grand Total(s)				336,237.60				336,237.60

Handwritten signature and checkmark

Document		Date	Co.	Name	Address Number	Amounts					LT	PC	PI	Subledger /Type	Tax Amount
Ty	Voucher	Payment Voucher	G/L Class	Invoice Number Account Description	Remark Account Number	Payment Amount Discount Taken		M	Date	1/9/2019	G/L Distribution	User ID	SGRANT		
G/L Bank Account		00018481		Cash	Batch Number	2842408	Type								
PN	9204466	1/9/2019	00001	BALDWIN CNTY SHERIFF'S OFFICE	10					232,102.88-			D		
PV	478887	00001	001	1082019	PAYROLL; 1/11/2019										
				Cash	00018481						232,102.88-		AA		
PN	9204466	1/9/2019	00001	BALDWIN CNTY SHERIFF'S OFFICE	10					132,443.98-			D		
PV	478887	00001	002	1082019	PAYROLL; 1/11/2019										
				Cash	00018481						132,443.98-		AA		
PN	9204466	1/9/2019	00708	BALDWIN CNTY SHERIFF'S OFFICE	10					11,586.19-			D		
PV	478887	00001	003	1082019	PAYROLL; 1/11/2019										
				Cash	00018481						11,586.19-		AA		
PN	9204466	1/9/2019	00001	BALDWIN CNTY SHERIFF'S OFFICE	10					259,351.85-			D		
PV	478887	00001	004	1082019	PAYROLL; 1/11/2019										
				Cash	00018481						259,351.85-		AA		
PN	9204466	1/9/2019	00001	BALDWIN CNTY SHERIFF'S OFFICE	10					160,030.14-			D		
PV	478887	00001	005	1082019	PAYROLL; 1/11/2019										
				Cash	00018481						160,030.14-		AA		
PN	9204466	1/9/2019	00708	BALDWIN CNTY SHERIFF'S OFFICE	10					10,081.18-			D		
PV	478887	00001	006	1082019	PAYROLL; 1/11/2019										
				Cash	00018481						10,081.18-		AA		
Totals for Bank Account						805,596.22-					805,596.22-				
Totals for Batch						805,596.22-					805,596.22-				
User Total						805,596.22-					805,596.22-				

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Baldwin County Commission

Agenda Action Form

File #: 19-0496, **Version:** 1

Item #: GA1

Meeting Type: BCC Regular Meeting

Meeting Date: 1/15/2019

Item Status: New

From: Ronald J. Cink, County Administrator

Submitted by: Keri E. Green, Administrative Support Specialist III

ITEM TITLE

*Request for the Use of Baldwin County Central Annex Parking Lot - Sonnenschein Region of the Porsche Club of America Autocross

STAFF RECOMMENDATION

Approve the Sonnenschein Region of the Porsche Club of America to use the rear parking lot at the Baldwin County Central Annex building, located at 22251 Palmer Street in Robertsedale, on February 23, April 20, September 28, and November 16, 2019, to hold an Autocross for the public, contingent upon receiving a Certificate of Liability Insurance for each event date, listing the Baldwin County Commission as an additional insured, at least one (1) week prior to each event.

BACKGROUND INFORMATION

Previous Commission action/date: January 16, 2018; February 7, 2017; January 19, 2016; January 20, 2015; February 4, 2014; March 7, 2013

Background: Commission staff received correspondence from Mr. Wallace Lindenmuth, President of the Sonnenschein Region of the Porsche Club of America, requesting the use of the Central Annex Parking lot on February 23, April 20, September 28, and November 16, 2019, to host an Autocross for club members, in which a course is laid out with the use of construction cones. Cars are sent out one at a time to try to run the course in the fastest time. The course is laid out for drivers to learn car control skills in a controlled, safe environment. Sonnenschein Region of the Porsche Club of America will provide proof of insurance at least one (1) week prior to each event. The proof of insurance will list Baldwin County Commission as additional insured for each event.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration: Send correspondence via email to Mr. Wallace Lindenmuth at wflinden2@aol.com
cc: Ron Cink and Keri Green

Keri Green - Obtain copy of liability insurance for the files one (1) week prior to each event.

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

Additional instructions/notes: N/A

December 8, 2018

To: Baldwin County Commission

Request: Use of the Central Annex 1 Parking Lot.

The Sonnenschein Region of the Porsche Club of America would like to use the parking lot at the Central Annex 1 building at 22251 Palmer St. in Robertsdale, AL. The use of the parking lot would be to put on Autocross events for our club members.

An Autocross is an event in which a course is laid out with the use of construction cones. Cars are sent out one at a time to try and run the course in the fastest time. The course is laid out to test the driver's skill in controlling his or her car around the course.

The Sonnenschein PCA club obtains Special Event Insurance for each event through Porsche Club of America, Inc. The coverage is General Liability \$1,000,000, Damage to rented Premises \$100,000, Personal & Adv. Injury \$1,000,000, General Aggregate \$5,000,000, Products-comp/op agg \$5,000,000, And Participant Legal \$1,000,000. Umbrella Liab \$9,000,000 each occurrence aggregate \$9,000,000, Participant Accident, AD&D \$15,000, Excess Medical \$25,000 and Weekly Indemnity \$100. This coverage is obtained for each event that we put on. The Baldwin County Commission will be listed as an additional insured.

The Sonnenschein PCA Club would like to use the Parking Lot on Saturday February 23, 2019 for our first event. We would also like to use the parking lot on the following dates: April 20, September 28, and November 16, 2018.

Sonnenschein Region Donates funds from these events to the Baldwin County Library System. We have donated \$2000 over the last two years to the Library.

From: Wallace Lindenmuth



President Sonnenschein Region Porsche Club of America

Miranda N. McKinnon

Subject: FW: Objection to auto racing at Central Annex

From: Billie Jo Underwood <BUnderwood@baldwincountyal.gov>

Date: January 12, 2019 at 7:40:05 AM CST

To: JB <radiokingpin@gmail.com>

Subject: Re: Objection to auto racing at Central Annex

Thank you for comments.

Sent from my iPhone

On Jan 11, 2019, at 1:00 PM, JB <radiokingpin@gmail.com> wrote:

Commissioner Underwood,

I wanted to write you an email, in protest of the proposed autocross racing event to be held at the Baldwin County Central Annex. I understand the proposed event will be discussed at the next commission meeting.

Having worked out of Central Annex as an employee during former Commissioner Dorsey's tenure, I was quite familiar with how the process works in regards to this "automobile club". I have found the process of having this race to be inconvenient to the employees and the public. Solid Waste employee Buford King's personal vehicle was towed for being in the parking lot after 5:00 PM on the Friday prior to the 1st event held at central annex. He was late late working at the landfill, and when he got back to Central Annex around 6 PM, his vehicle had been towed.

There was no race activity scheduled on that Friday.

I was rudely denied access to the recycling dumpster on the Friday before a race as well, by the race organizer. (Older man in camper) I came to the central annex around 4:45 with a load of recycling and was told I could not enter. His excuse was there was a race "tomorrow". I explained there was no race "today" and I was simply going to drop off the recycling and leave. He told me I was not allowed to go to the dumpster without his permission since the "were racing tomorrow". I told him he was "not racing today, and I'll call Dorsey (Tucker Dorsey) if I have to". I drove around his cones and emptied my cans while he glared at me the entire time. Upon leaving, back through his cones, I told him I had another load and I'll be back in 30 minutes. He told me he would not allow me in the parking lot if I came back. I waited until Sunday to return

I know this event is marketed as a "safety course", but it is simply circuit racing though the parking lot, through a track of cones and parking barriers. These are amateur drivers in street vehicles, driving and cornering at high speeds too close to buildings, light posts, and spectators. None of the vehicles I observed had rollover cages or safety restraints

typically found in proper racing vehicles. This would present a major problem should a racer lose control of their vehicle, causing injury or death. I did bring my kids to see the "safety course" and we were only allowed to watch it after signing a liability waiver by an event staffer. Standing by the DHR building, we left after about 10 minutes due to safety concerns from the cornering vehicle's tires pelting us with dirt and debris from the parking lot.

In closing, I feel an event like this has no place at the Central Annex, due to the treatment of citizens by the event organizer, as well as the safety hazards and liability of amateur racing in a non-race track environment. There are better places to have an event, that will be safer for the racers, the general public, and nearby buildings. Regardless of insurance and waivers, I feel this event opens the county up to not only a financial liability, but a moral liability should something happen.

Thank you for your time Commissioner Underwood.

Sincerely,

Jason Bishop

Miranda N. McKinnon

Subject: FW: Re:

From: Billie Jo Underwood <BUnderwood@baldwincountyal.gov>

Date: January 12, 2019 at 7:10:00 AM CST

To: "Allie T. Pouncey" <chief7200@hotmail.com>

Subject: Re:

Thank you.

Sent from my iPhone

On Jan 11, 2019, at 3:27 PM, Allie T. Pouncey <chief7200@hotmail.com> wrote:

Motor Cross Rally Held at the Baldwin County Central Annex

Sent from [Mail](#) for Windows 10

I am opposed to any private organization or club using Baldwin County property based on political favors. If this practice is allowed then any organization or club should be entitled to the same consideration, therefor if a group wanted to use the parking lot for truck pulls, moto-cross racing or a large motorcylce rally, they should be allowed to do so because precedent would be established, I also believe that this type approval borders on unethical conduct.

I believe that these types of uses can be better served at other venues not associated with the county, Especially when the original approval was granted based on what appears to be potical favoritism.

I appreciate your time and consideration In this matter, it should be noted that have talked to many people that feel the same way, many are afraid to go public with their concerns because of fear of retaliation, or receiving public ridicule.

Allie T Pouncey
Pamela Wilcox Pouncey



Baldwin County Commission

Agenda Action Form

File #: 19-0511, **Version:** 1

Item #: GA2

Meeting Type: BCC Regular Meeting

Meeting Date: 1/15/2019

Item Status: New

From: Ronald J. Cink, County Administrator

Submitted by: Keri E. Green, Administrative Support Specialist III

ITEM TITLE

Request for the Use of the Baldwin County Central Annex Auditorium for Baldwin County Veterans Court Graduation

STAFF RECOMMENDATION

Approve the request of the Honorable Michelle Thomason, Presiding District Court Judge, to use the Baldwin County Central Annex Auditorium on February 19, 2019, beginning at 6:00 p.m., for the Veterans Court Graduation

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Commission staff received a request on January 8, 2019, from the Honorable Michelle Thomason, Presiding District Court Judge, to use the Baldwin County Central Annex Auditorium on February 19, 2019, for the Veterans Court Graduation, beginning at 6:00 p.m. Approximately 40-80 people are expected to be in attendance. Due to the event being held after the facility's hours of operation and the need for assistance from the CIS department, this will require overtime for Baldwin County Commission staff.

The Baldwin County Veterans Court Program is only for men and women who are currently serving or who have previously served in the Armed Forces of the United States, including service in the Army, Navy, Air Force, Marines, Coast Guard, National Guard and Reserve. The Veterans Court is a court-supervised program coupled with intensive treatment and supervision for criminal offenders. The program is designed specifically for persons who have criminal charges pending, and those charges are likely related to substance abuse or mental health issues.

The Veterans Court Program is a voluntary program which includes regular court appearances before the designated Veterans Court judge and involves drug and alcohol treatment, random drug testing, support group meetings, vocational or job counseling, educational classes and community supervision. The Veterans Court program has three phases and those in the program must complete all phases successfully to graduate. The program requires a minimum of 12 months participation.

Successful completion and graduation from the program diverts participants from jail. Eligibility for graduation is determined by the judge, the court team, probation and treatment. Participants are eligible when all treatment and program requirements are met. Graduation requirements include no missed, abnormal or positive drug tests for six months, being employed or attending school full time or being exempted, having a high school diploma or receiving a GED, completing the treatment and case management plan, payment in full of Veterans Court Program fees and completing volunteer requirements.

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: January 15, 2019

Individual(s) responsible for follow up: Commission Staff - Send notification of the Commission's decision to:

Judge Michelle Thomason - Michell.Thomason@alacourt.gov
<<mailto:Michell.Thomason@alacourt.gov>>

Raina Macks - auburnt@hotmail.com <<mailto:auburnt@hotmail.com>>

Cc: Ron Cink, Keri Green and Brian Peacock

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

Additional instructions/notes: N/A

Keri Green

Subject: VET COURT GRADUATION

From: raina macks [<mailto:auburnt@hotmail.com>]

Sent: Tuesday, January 8, 2019 11:25 AM

To: Christel Watson <Christel.Watson@baldwincountyal.gov>

Subject: VET COURT GRADUATION

Hi! We are trying to set a graduation date and want to know if the big meeting room is available 2/19. We would like to start at 6pm, start setting up around noon. We don't need tables, just chairs, podium and mic. We plan to just serve cake and punch/coffee.

Date: February 19, 2019

Times: Program starts at 6pm, we would like access sometime after noon that day. We won't have many decorations this year.

Attendance: Approximate number expected 40-80

Audio/Visual: Yes to hook up a lap top in order to play a slide show

Seating: We would like just chairs set up and we will set the tables up after our program as discussed.

Raina A. Macks

Baldwin County Drug/Vet Court Coordinator

251-580-1666 / 251-580-2570

Fax 251-937-0346/ 251-580-1667

"And your work - whatever it is - is one of the primary tools God has given you to grow in virtue"



Baldwin County Commission

Agenda Action Form

File #: 19-0514, **Version:** 1

Item #: GA3

Meeting Type: BCC Regular Meeting

Meeting Date: 1/15/2019

Item Status: New

From: Ronald J. Cink, County Administrator

Submitted by: Anu Gary, Administration/Records Manager

ITEM TITLE

*Appointed Contract Employees - Budget Director - Considerations Related to Employment Contract

STAFF RECOMMENDATION

Related to the Employment Contracts between the Baldwin County Commission and the Appointed Contract Employees, authorize and approve the execution of a new Employment Contract between the Baldwin County Commission and Ronald J. Cink applicable to the position of Budget Director at an annual compensation of \$121,500.00. This contract will be effective on January 15, 2019.

In accordance with Ala. Code Section 45-2-120.12 (1975), as amended, and the terms of the present Employment Contract between the Baldwin County Commission and Ronald J. Cink, the Baldwin County Commission hereby cancels any previous Employment Contract between the Baldwin County Commission and Ronald J. Cink.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: According to local legislation applicable to Baldwin County, a certain and limited number of Baldwin County Commission administrative positions shall be appointed contract employees. Section 45-2-120.12 of the Code of Alabama (1975) reads, in part, as follows:

One appointed employee position may be filled by the judge of probate which position shall be designated chief clerk.

Two appointed employee positions may be filled by the revenue commissioner which positions shall be designated chief clerk of collections and chief appraiser.

Three appointed employee positions may be filled by the sheriff which positions shall be designated chief deputy, chief jailer, and chief of the civil division.

The following shall be appointed contract employees: county administrator, emergency management director, juvenile detention director, personnel director, building official,

clerk/treasurer, county engineer, development and environmental director, budget director, and communication and information systems director.

Each of the appointed contract employees shall be employed under contract with the commission. Each contract shall include at a minimum the following provisions:

- 1) A provision for termination and severance.
- 2) A job description for the position.
- 3) An annual written evaluation to be reviewed with the employee and retained by the commission in the employee's personnel file.
- 4) A provision that the contract will be nonbinding on the successor commission after each four-year election; however, the contracts must be cancelled or continued within 90 days of the successor commission taking office.
- 5) A provision that any appointed contract employee employed by the county commission may not be subject to any action to cancel or not to renew the contract or in any other manner dismiss or terminate the contract employee except by a three-fourths vote of the elected members of the county commission.

At this time, the County Commission shall consider the appointments of its appointed contract employees.

FINANCIAL IMPACT

Total cost of recommendation: \$121,500.00 annually plus benefits.

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

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

LEGAL IMPACT

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

Yes.

Reviewed/approved by: County Attorney

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:

Ensure full execution of employment contracts as soon as approved.

Monica Taylor - Place on BCAP and Contracts Online and mark previous contracts inactive in BCAP,
Cc: Keri Green.

Update Contract Employees List with contract approval dates and relevant info.

Additional instructions/notes: N/A

STATE OF ALABAMA)

COUNTY OF BALDWIN)

EMPLOYMENT CONTRACT

THIS EMPLOYMENT CONTRACT (hereafter the “Contract”) is made by and between the Baldwin County Commission, the governing body of Baldwin County, Alabama, a political subdivision of the State of Alabama (hereafter the “Baldwin County Commission”), and RONALD J. CINK (hereafter the “Appointed Contract Employee”), wherein the Appointed Contract Employee agrees to provide and the Baldwin County Commission agrees to accept, in consideration of the mutual covenants contained herein, the terms and services specified within this Employment Contract.

WITNESSETH:

WHEREAS, pursuant to Section 45-2-120.12 of the Code of Alabama (1975), a certain and limited number of Baldwin County Commission administrative positions are required to be appointed contract employees; and

WHEREAS, Section 45-2-120.12 of the Code of Alabama (1975), provides, in pertinent part, as follows:

The following shall be appointed contract employees: County administrator, emergency management director, juvenile detention director, personnel director, building official, clerk/treasurer, county engineer, development and environmental director, budget director and communication and information systems director. Each of the appointed contract employees shall be employed under contract with the commission. Each contract shall include at a minimum the following provisions:

- (1) A provision for termination and severance.
- (2) A job description for the position.
- (3) An annual written evaluation to be reviewed with the employee and retained by the commission in the employee's personnel file.

(4) A provision that the contract will be nonbinding on the successor commission after each four-year election; however, the contracts must be cancelled or continued within 90 days of the successor commission taking office.

(5) A provision that any appointed contract employee employed by the county commission may not be subject to any action to cancel or not to renew the contract or in any other manner dismiss or terminate the contract employee except by a three-fourths vote of the elected members of the county commission.

WHEREAS, the Baldwin County Commission, during its January 15, 2019, regular meeting, voted to employ the Appointed Contract Employee as **Budget Director**; and

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

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the sufficiency of which are hereby acknowledged, the Baldwin County Commission and the Appointed Contract Employee agree as follows:

Article I.

RECITALS

The above recitals and statements are incorporated as part of this Employment Contract, as if fully set forth herein.

Article II.

DEFINITIONS

- | | |
|----------------|---|
| With Cause: | A reason exists, which may or may not be made public at the sole discretion of the Baldwin County Commission in accordance with applicable state law. |
| Without Cause: | At the sole discretion of the Baldwin County Commission and without the need for a reason. |
| Severance Pay: | Also known as separation pay; money (apart from back wages or salary) paid by the Baldwin County |

Commission to a dismissed Appointed Contract Employee in accordance with the terms of this Agreement.

Article III.

TERM(S) AND PERIOD OF EMPLOYMENT

The Baldwin County Commission appoints the Appointed Contract Employee, and the Appointed Contract Employee hereby accepts employment with the Baldwin County Commission as **Budget Director**, which is classified as a salaried exempt position consisting of benefits only as set forth herein with absolutely no rights existing under the personnel merit system of Baldwin County, Alabama. The Appointed Contract Employee is employed solely at the pleasure of the Baldwin County Commission and may be dismissed with or without cause, as determined exclusively by and in the sole discretion of the Baldwin County Commission pursuant to this Employment Contract.

The Appointed Contract Employee shall continue and/or commence performance of said public duties, as written herein and as directed, upon the effective date of this Employment Contract, and the Appointed Contract Employee shall complete the adequate performance of the public duties and provisions noted herein on a continuing and ongoing basis to the exclusive satisfaction of the Baldwin County Commission.

Article IV.

PERIOD OF PERFORMANCE AND NON-BINDING EFFECT

The effective date of this Employment Contract shall be January 15, 2019, and shall be for a term until November 9, 2022, subject to the terms and conditions of this Employment Contract and applicable state law. In the event the Baldwin County

Commission, by a three-fourths vote of the elected members of the Baldwin County Commission, elects not to renew this Employment Contract, this Employment Contract shall be at an end, and the Appointed Contract Employee's employment shall cease. Notwithstanding any other provisions of this Employment Agreement to the contrary, including, but not limited to, the provisions contained in Article IX, in the event the Baldwin County Commission elects not to renew this Employment Contract, the Appointed Contract Employee shall not be entitled to severance pay pursuant to this Employment Contract unless formally authorized and approved by the Baldwin County Commission. However, the Appointed Contract Employee shall be entitled to the paid benefits for unused annual leave that has accrued to which any other salaried-exempt employee of the Baldwin County Commission would be entitled upon separation in accordance with the terms, conditions and limitations set forth in the Baldwin County Commission Personnel Handbook, as the same may be amended. The Appointed Contract Employee shall not be paid any accrued sick leave except in the case of retirement in accordance with the terms, conditions and limitations set forth in the Baldwin County Commission Personnel Handbook, as the same may be amended. Any payments due for accrued leave time, as determined and calculated by the Baldwin County Commission, shall be paid in a lump sum to the Appointed Contract Employee within one month of the date of non-renewal of this Employment Contract. This Employment Contract shall be non-binding on the successor Baldwin County Commission after each four-year election; however, the Employment Contract must be cancelled or continued within ninety (90) days of the successor Baldwin County Commission taking office. Notwithstanding any other provisions of the Employment Contract to the contrary, including, but not limited to, the provisions contained in Article IX, in the event this

Employment Contract is cancelled within ninety (90) days of the successor Baldwin County Commission taking office, the Appointed Contract Employee shall not be entitled to severance pay pursuant to this Employment Contract unless formally authorized and approved by the Baldwin County Commission.

Article V.

SCOPE OF SERVICES/ DUTIES

The Appointed Contract Employee is employed as **Budget Director**. The Employee will perform all duties of said position as are more particularly set forth in, BUT SHALL NOT BE LIMITED TO, the written job description of said position, which is attached hereto as Exhibit "A", and such other additional tasks and functions as are incidental thereto as determined by the Baldwin County Commission. The aforementioned job description shall be attached hereto and included as though fully set forth herein. The Baldwin County Commission shall have the right to amend said job description from time to time, in its sole discretion, thereby reducing or increasing the duties, tasks or functions of the Appointed Contract Employee.

The Appointed Contract Employee shall be an employee of the Baldwin County Commission. The Baldwin County Commission, or its designee, shall have supervisory control over the Appointed Contract Employee, and the duties of the Appointed Contract Employee may be changed from time to time in the sole direction of the Baldwin County Commission. Notwithstanding any such change, the employment of the Appointed Contract Employee shall be construed as continuing under this Employment Contract as so modified.

The Appointed Contract Employee shall devote his/her time, full ability, and attention to the business of the Baldwin County Commission without interruption during the term of

this Employment Contract. The Appointed Contract Employee shall not directly or indirectly render any services of a business, commercial or professional nature to any other person or organization, whether for compensation or otherwise, without the prior written consent of the Baldwin County Commission.

Article VI.

STANDARD OF PERFORMANCE

The Appointed Contract Employee shall perform all such services in the manner and according to the standards observed by an able employee of the same skill and level of competence in the field within which said Appointed Contract Employee is engaged. All services and products of whatsoever nature, which the Appointed Contract Employee delivers to the Baldwin County Commission pursuant to this Employment Contract, shall be performed and prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person performing services or work in the Appointed Contract Employee's profession.

Article VII.

COMPENSATION

The Appointed Contract Employee shall be paid for his/her performance under this Employment Contract based upon an annual rate of salary of One Hundred Twenty-One Thousand Five Hundred Dollars (\$121,500.00). Said salary shall be due and payable in bi-weekly (every two weeks) installments and to coincide with the payment of the salary and/or payroll of other employees of the Baldwin County Commission. In addition, the Appointed Contract Employee shall be entitled to longevity pay on the same terms and conditions as

full-time employees of Baldwin County in accordance with the Baldwin County Commission Employee Handbook, as the same may be amended, in the sole discretion of the Baldwin County Commission. Except as expressly provided in this Article VII, the Appointed Contract Employee shall not be entitled to any additional compensation unless approved by the Baldwin County Commission, in its sole discretion.

The Baldwin County Commission will review the Appointed Contract Employee's compensation set forth herein on an annual basis, and the Baldwin County Commission shall have the right, but not the obligation, to adjust the Appointed Contract Employee's compensation as deemed necessary by the Baldwin County Commission, in its sole discretion. In considering any compensation increases or decreases, the Baldwin County Commission may take into consideration any number of factors or matters, INCLUDING, BUT NOT LIMITED TO, the performance and evaluation of the Appointed Contract Employee, the resources of the Baldwin County Commission and any other information deemed to be necessary as determined solely by the Baldwin County Commission.

Article VIII.

BENEFITS

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

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

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

Notwithstanding any statement contained in this Employment Contract, nothing herein shall be construed or interpreted as affording the Appointed Contract Employee any rights existing under the personnel merit system of Baldwin County, Alabama.

Article IX.

TERMINATION

It is understood that the Appointed Contract Employee works at the sole discretion and the sole pleasure of the Baldwin County Commission, regardless of the capacity of public service. Nothing contained in this Employment Contract shall in any way prevent, limit or restrict the right of the Baldwin County Commission to cancel, terminate or not renew this Employment Contract and to discontinue the services of the Appointed Contract Employee at any time, with or without cause, as those terms are herein defined; however, the Appointed Contract Employee shall not be subject to cancellation, termination or non-renewal or in any other manner dismissed or terminated except by a three-fourths vote of the elected members of the Baldwin County Commission.

In the event that the Appointed Contract Employee is terminated without cause, the Baldwin County Commission shall pay to the Appointed Contract Employee severance pay in an amount equal to one-twelfth (1/12th) of the Appointed Contract Employee's annual gross salary, with the exclusion of benefits, as specifically stated herein, i.e. (\$10,125.00).

In the event that the Appointed Contract Employee is terminated with cause, interpreted and as determined solely by the Baldwin County Commission, he/she shall forfeit any and all rights to severance pay and shall not be entitled to receive the same unless formally authorized and approved by the Baldwin County Commission.

Regardless of whether the Appointed Contract Employee is terminated with or without cause, upon termination, he/she shall be entitled to the paid benefits for unused annual leave that has accrued to which any other salaried-exempt employee of the Baldwin County Commission would be entitled upon separation in accordance with the terms, conditions and limitations set forth in the Baldwin County Commission Personnel Handbook, as the same may be amended. The Appointed Contract Employee shall not be paid any accrued sick leave except in the case of retirement in accordance with the terms, conditions and limitations set forth in the Baldwin County Commission Personnel Handbook, as the same may be amended. Any severance pay and any payments due for accrued leave time, as determined and calculated by the Baldwin County Commission, shall be paid in a lump sum to the Appointed Contract Employee within one month of his/her official termination date.

The Appointed Contract Employee may cancel or terminate this Employment Contract at any time by giving two (2) weeks written notice of such cancellation or termination, and upon such cancellation or termination, said Appointed Contract Employee shall be entitled to the paid benefits for unused annual leave that has accrued to which any other salaried-exempt employee of the Baldwin County Commission would be entitled upon separation in accordance with the terms, conditions and limitations set forth in the Baldwin County Commission Personnel Handbook, as the same may be amended. The Appointed Contract Employee shall not be paid any accrued sick leave except in the case of retirement in

accordance with the terms, conditions and limitations set forth in the Baldwin County Commission Personnel Handbook, as the same may be amended. However, said Appointed Contract Employee shall not be entitled to receive any severance pay pursuant to this Employment Contract. Any other payments due for accrued leave time, as determined and calculated by the Baldwin County Commission, shall be paid in a lump sum to the Appointed Contract Employee within one month of his/her official termination date.

Article X.

APPOINTED CONTRACT EMPLOYEE EVALUATION

The Baldwin County Commission shall prepare and review with the Appointed Contract Employee an annual written evaluation of performance. The evaluation criteria, procedure and method will be determined by the Baldwin County Commission. Said annual written evaluation shall be retained by the Baldwin County Commission within the Appointed Contract Employee's personnel file as kept and maintained by the Baldwin County Commission's Personnel Department. Said annual written evaluation, among other considerations, may be used by the Baldwin County Commission in determining the job performance of the Appointed Contract Employee; however, said written annual evaluation shall in no way affect or limit the Baldwin County Commission's authority to terminate the Appointed Contract Employee with or without cause or at will.

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

Article XI.

DISPUTES

In the event that a dispute should arise regarding any and all matters resulting from or dealing with this Employment Contract, and should such dispute result in litigation, it is agreed that the prevailing party shall be entitled to recover all reasonable costs incurred, including staff time, court costs, attorney's fees and other claim-related expenses.

Article XII.

REMEDIES NOT EXCLUSIVE

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

Article XIII.

SEVERABILITY

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

Article XIV.

ASSIGNMENT

The Appointed Contract Employee shall not assign any of his/her rights nor transfer any of his/her obligations under this Employment Contract without the prior written consent of the Baldwin County Commission, and any attempt to so assign or so transfer without such consent shall be void, without legal effect and shall constitute grounds for cancellation or termination of the Appointed Contract Employee and this Employment Contract.

Article XV.

NO WAIVER OF DEFAULT

No delay or omission of the Baldwin County Commission to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein, and every power and remedy given by this Employment Contract to the Baldwin County Commission shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of the Baldwin County Commission.

Article XVI.

ENTIRE CONTRACT AND AMENDMENT

In conjunction with the matters considered herein, this Employment Contract contains the entire understanding and agreement of the Parties, and there have been no promises, representations, agreements, warranties or undertakings by any of the Parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Employment Contract may be altered, amended or modified only by an instrument in writing,

executed by the Parties to this Employment Contract and by no other means. Each Party waives their future right to claim, contest or assert that this Employment Contract was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppels.

Article XVII.

COMPLIANCE WITH THE LAW

The Appointed Contract Employee shall at all times remain in compliance with all applicable Baldwin County, State, Federal and local statutes, ordinances, rules and regulations now in force or which may hereafter be in force with regard to this Employment Contract and the services or work performed hereunder.

Article XVIII.

ALABAMA LAW

The laws of the State of Alabama shall govern this Employment Contract. Any litigation regarding this Employment Contract or its contents shall be filed, if in state court, in the County of Baldwin or, if in a federal court, the Federal District Court for the Southern District of Alabama.

Article XIX.

AUTHORITY

All parties to this Employment Contract warrant and represent that they have the power and the authority to enter into this Employment Contract in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity (ies), person(s), or firm(s), and that all formal

requirements necessary or required by any state and/or federal law in order to enter into this Employment Contract have been fully complied with. Furthermore, by entering into this Employment Contract, the Appointed Contract Employee hereby warrants that the Appointed Contract Employee shall not have breached the terms or conditions of any other contract or agreement to which the Appointed Contract Employee is obligated.

Article XX.

NOTICES

Any notices to be given under this Employment Contract by either Party to the other may be effected either by personal delivery in writing or by registered or certified United States Mail with postage prepaid and return receipt requested. Notices delivered personally shall be deemed communicated as of the actual receipt.

Article XXI.

CAPTIONS

The captions used in connection with the sections of this Employment Contract are for convenience only and shall not be deemed or construed or limit the meaning of the language contained in this Employment Contract, or be used in interpreting the meanings and provisions of this Employment Contract.

Article XXII.

RULE OF CONSTRUCTION

The Parties hereto acknowledge that each Party and its counsel have had the opportunity to review and revise this Agreement, and that the normal rule of construction to

the effect that any ambiguities are to be resolved against a drafting party shall not be employed in the interpretation of this Employment Contract or any amendments hereto.

THIS IS INTENDED TO BE A LEGALLY BINDING EMPLOYMENT CONTRACT. IF YOU DO NOT UNDERSTAND THE LEGAL EFFECT OF ANY PART OF THIS CONTRACT, SEEK LEGAL ADVICE BEFORE SIGNING.

BALDWIN COUNTY COMMISSION

By: _____ / _____
CHARLES F. GRUBER Date
As Its: Chairman

ATTEST:

KIMBERLY WITHERINGTON CREECH
As Its: Clerk/Treasurer

**RONALD J. CINK
(APPOINTED CONTRACT EMPLOYEE)**

RONALD J. CINK Date

NOTARY PAGE TO FOLLOW

STATE OF ALABAMA

COUNTY OF BALDWIN

I, _____, a Notary Public, in and for said County in said State, hereby certify that CHARLES F. GRUBER, whose name as Chairman, and KIMBERLY WITHERINGTON CREECH, whose name as Clerk/Treasurer of the BALDWIN COUNTY COMMISSION, a county commission and political subdivision of the State of Alabama, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said county commission.

Given under my hand and seal this _____ day of _____, 2019.

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

STATE OF ALABAMA

COUNTY OF BALDWIN

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

Given under my hand and seal this the _____ day of _____, 2019.

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

POSITION DESCRIPTION

Title: Budget Director

Department: Budget/Purchasing/Grants

Job Analysis: 4/2011; Revised and Amended 6/2011, November 2015, January 15, 2019

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

Relationships

Reports To: County Commissioners

Subordinate Staff: Purchasing and Grants Manager, Senior Budget Accountant

Internal: Employees, Elected Officials

External: Vendors, State, Federal and Local Officials

Status: Appointed Contract/Exempt (AE)

Job Summary

This employee has direct responsibility for preparation, presentation, and monitoring of all County budgets approved by the County Commission. Directs purchasing, grants and budget process. Assists the County Administrator.

Job Domains

A. Purchasing

1. Prepares capital expenditure requests.
2. Monitors grant applications.
3. Prepares and monitors all budgets.
4. Assures all purchase orders are handled in the prescribed manner.
5. Responsible to notify Commissioners of all bids.

B. Budget

1. Assemble budget requests of all departments to include personnel, operating costs, capital expenditures, etc.
2. Determine revenue from all sources.

3. Prepare and present preliminary budgets to the Commission.
4. Revise, amends, and present until final budget is approved.
5. Prepare final budget and distribute to all necessary departments.

C. Budget Review

1. Monitor and mediate budget changes throughout the year.
2. Present quarterly updates of budgets to Commissioners for review.
3. Responsible to inform Commission Department of any major exceptions to the Budget as they may occur.

D. Grants

1. Monitor and review grants to ensure fiscal records are kept properly.
2. Ensure financial draws are processed in a timely manner for correct matching of expenses and revenues in the proper period.
3. Ensure compliance with State and Federal regulation.

E. Assist the County Administrator

1. Assist the County Administrator in the performance of his or her job duties upon request by the County Administrator or as directed by the County Commission.
2. In the event there is a vacancy in the position of County Administrator, or in the event the County Administrator is unable to perform his or her duties due to leave time or sickness, upon the written direction of the Chairman of the County Commission, the Budget Director shall have the authority to act as County Administrator and perform the job duties of the County Administrator and as directed by the County Commission. In that event, the Budget Director shall act as County Administrator and perform the job duties of the County Administrator until the vacancy for the County Administrator is filled or the County Administrator is able to return from leave time or sickness.

Knowledge, Skills and Abilities

(Any item with an asterisk will be taught on the job.)

1. Skills to communicate effectively with the office staff, general public, and elected Officials.
2. Skills to perform accounting and bookkeeping operations, conduct audits, and prepare budgets.
3. Skills to prepare reports, complete forms, compose letters, and accurately post journals and ledgers.
4. Skills to understand written instructions, manuals, and correspondence.
5. Ability to assign tasks and supervise employees.
6. Ability to operate office machines such as calculator, computer terminal and copy machines.
7. Thorough knowledge of basic bookkeeping and accounting principles and procedures as recommended by State/County/Federal.
8. Knowledge of general office procedures.

Other Characteristics

1. Willing to travel to attend workshops and seminars.
2. Willing to work non-standard hours to meet deadlines.

Minimum Requirements

1. Bachelor's degree in Accounting, Business Administration or related fields.
2. Minimum of five (5) years in governmental accounting is desirable.
3. Minimum of two (2) years supervisory experience.

POSITION DESCRIPTION

Title: Budget Director

Department: Budgeting and Purchasing

Job Analysis: 4/2011; Revised and Amended 6/2011, Nov 2015, Jan 2019

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

Relationships

Reports To: County Commissioners

Subordinate Staff: Senior Budget Accountant, Purchasing Director, Buyer I and II, Purchasing and Budget Assistant, and Custodians

Internal: Employees, Elected Officials

External: Vendors, State, Federal and Local Officials

Status: Appointed Contract/Exempt (A/E)

Job Summary

This employee has direct responsibility for preparation, presentation, and monitoring of all County budgets approved by the County Commission. Directs purchasing, grants, and budget process. Assists the County Administrator.

Job Domains

A. Purchasing

1. Prepares capital expenditure request.
2. Monitors grant applications.
3. Prepares and monitors all budgets.
4. Assures all purchase orders are handled in the prescribed manner.
5. Responsible to notify Commissioners of all bids.

B. Budget

1. Assemble budget requests of all departments to include personnel, operating costs, capital expenditures, etc.
2. Determine revenue from all sources.

3. Prepare and present preliminary budgets to the Commission.
4. Revise, amends, and represent until final budget is approved.
5. Prepare final budget and distribute to all necessary departments.

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1. Monitor and mediate budget changes throughout the year.
2. Present quarterly updates of budgets to Commissioners for review.
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1. Monitor and review grants to ensure fiscal records are kept properly.
2. Ensure financial draws are processed in a timely manner for correct matching of expenses and revenues in the proper period.
3. Ensure compliance with State and Federal regulation.

E. Assist the County Administrator

1. Assist the County Administrator in the performance of his or her job duties upon request by the County Administrator or as directed by the County Commission.
2. In the event there is a vacancy in the position of County Administrator, or in the event the County Administrator is unable to perform his or her duties due to leave time or sickness, upon the written direction of the Chairman of the County Commission, the Budget Director shall have the authority to act as County Administrator and perform the job duties of the County Administrator and directed by the County Commission.

Knowledge, Skills, and Abilities

(Any item with an asterisk will be taught on the job.)

1. Skills to communicate effectively with the office staff, general public, and elected Officials.
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7. Thorough knowledge of basic bookkeeping and accounting principles and procedures as recommended by State/County/Federal.
8. Knowledge of general office procedures.

Other Characteristics

1. Willing to travel to attend workshops and seminars.

2. Willing to work non-standard hours to meet deadlines.

Minimum Qualifications

1. Bachelor's degree in Accounting, Business Administration or related fields.
2. Minimum of five (5) years in governmental accounting is desirable.
3. Minimum of two (2) years supervisory experience.

POSITION DESCRIPTION

Title: Budget Director

Department: Budget and Purchasing

Job Analysis: 4/2011; Revised and Amended 6/2011, November 2015, January 15, 2019

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

Relationships

Reports To: County Commissioners

Subordinate Staff: Senior Budget Accountant, Purchasing Director, Buyer I and II, Purchasing and Budget Assistant, and Custodians

Internal: Employees, Elected Officials

External: Vendors, State, Federal and Local Officials

Status: Appointed Contract/Exempt (AE)

Job Summary

This employee has direct responsibility for preparation, presentation, and monitoring of all County budgets approved by the County Commission. Directs purchasing, grants and budget process. Assists the County Administrator.

Job Domains

A. Purchasing

1. Prepares capital expenditure requests.
2. Monitors grant applications.
3. Prepares and monitors all budgets.
4. Assures all purchase orders are handled in the prescribed manner.
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3. Ensure compliance with State and Federal regulation.

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1. Assist the County Administrator in the performance of his or her job duties upon request by the County Administrator or as directed by the County Commission.
2. In the event there is a vacancy in the position of County Administrator, or in the event the County Administrator is unable to perform his or her duties due to leave time or sickness, upon the written direction of the Chairman of the County Commission, the Budget Director shall have the authority to act as County Administrator and perform the job duties of the County Administrator and as directed by the County Commission. In that event, the Budget Director shall act as County Administrator and perform the job duties of the County Administrator until the vacancy for the County Administrator is filled or the County Administrator is able to return from leave time or sickness.

Knowledge, Skills and Abilities

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1. Skills to communicate effectively with the office staff, general public, and elected Officials.
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3. Skills to prepare reports, complete forms, compose letters, and accurately post journals and ledgers.
4. Skills to understand written instructions, manuals, and correspondence.
5. Ability to assign tasks and supervise employees.
6. Ability to operate office machines such as calculator, computer terminal and copy machines.
7. Thorough knowledge of basic bookkeeping and accounting principles and procedures as recommended by State/County/Federal.

8. Knowledge of general office procedures.

Other Characteristics

1. Willing to travel to attend workshops and seminars.
2. Willing to work non-standard hours to meet deadlines.

Minimum Requirements

1. Bachelor's degree in Accounting, Business Administration or related fields.
2. Minimum of five (5) years in governmental accounting is desirable.
3. Minimum of two (2) years supervisory experience.



Baldwin County Commission

Agenda Action Form

File #: 19-0521, **Version:** 1

Item #: GA4

Meeting Type: BCC Regular Meeting

Meeting Date: 1/15/2019

Item Status: New

From: Ronald J. Cink, County Administrator

Submitted by: Anu Gary, Administration/Records Manager

ITEM TITLE

Appointed Contract Employees - Building Official - Considerations Related to Employment Contract

STAFF RECOMMENDATION

Related to the Employment Contracts between the Baldwin County Commission and the Appointed Contract Employees, authorize and approve the execution of a new Employment Contract between the Baldwin County Commission and Michael Howell applicable to the position of Building Official at an annual compensation of \$109,000.00. This contract will be effective on January 15, 2019.

In accordance with Ala. Code Section 45-2-120.12 (1975), as amended, and the terms of the present Employment Contract between the Baldwin County Commission and Michael Howell, the Baldwin County Commission hereby cancels any previous Employment Contract between the Baldwin County Commission and Michael Howell.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: According to local legislation applicable to Baldwin County, a certain and limited number of Baldwin County Commission administrative positions shall be appointed contract employees. Section 45-2-120.12 of the Code of Alabama (1975) reads, in part, as follows:

One appointed employee position may be filled by the judge of probate which position shall be designated chief clerk.

Two appointed employee positions may be filled by the revenue commissioner which positions shall be designated chief clerk of collections and chief appraiser.

Three appointed employee positions may be filled by the sheriff which positions shall be designated chief deputy, chief jailer, and chief of the civil division.

The following shall be appointed contract employees: county administrator, emergency management

director, juvenile detention director, personnel director, building official, clerk/treasurer, county engineer, development and environmental director, budget director, and communication and information systems director.

Each of the appointed contract employees shall be employed under contract with the commission. Each contract shall include at a minimum the following provisions:

- 1) A provision for termination and severance.
- 2) A job description for the position.
- 3) An annual written evaluation to be reviewed with the employee and retained by the commission in the employee's personnel file.
- 4) A provision that the contract will be nonbinding on the successor commission after each four-year election; however, the contracts must be cancelled or continued within 90 days of the successor commission taking office.
- 5) A provision that any appointed contract employee employed by the county commission may not be subject to any action to cancel or not to renew the contract or in any other manner dismiss or terminate the contract employee except by a three-fourths vote of the elected members of the county commission.

At this time, the County Commission shall consider the appointments of its appointed contract employees.

FINANCIAL IMPACT

Total cost of recommendation: \$109,000.00 annually plus benefits.

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

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

N/A

LEGAL IMPACT

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

Yes.

Reviewed/approved by: County Attorney

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:

Ensure full execution of employment contracts as soon as approved.

Monica Taylor - Place on BCAP and Contracts Online and mark previous contracts inactive in BCAP,
Cc: Keri Green.

Update Contract Employees List with contract approval dates and relevant info.

Additional instructions/notes: N/A

STATE OF ALABAMA)

COUNTY OF BALDWIN)

EMPLOYMENT CONTRACT

THIS EMPLOYMENT CONTRACT (hereafter the “Contract”) is made by and between the Baldwin County Commission, the governing body of Baldwin County, Alabama, a political subdivision of the State of Alabama (hereafter the “Baldwin County Commission”), and MICHAEL HOWELL (hereafter the “Appointed Contract Employee”), wherein the Appointed Contract Employee agrees to provide and the Baldwin County Commission agrees to accept, in consideration of the mutual covenants contained herein, the terms and services specified within this Employment Contract.

WITNESSETH:

WHEREAS, pursuant to Section 45-2-120.12 of the Code of Alabama (1975), a certain and limited number of Baldwin County Commission administrative positions are required to be appointed contract employees; and

WHEREAS, Section 45-2-120.12 of the Code of Alabama (1975), provides, in pertinent part, as follows:

The following shall be appointed contract employees: County administrator, emergency management director, juvenile detention director, personnel director, building official, clerk/treasurer, county engineer, development and environmental director, budget director and communication and information systems director. Each of the appointed contract employees shall be employed under contract with the commission. Each contract shall include at a minimum the following provisions:

- (1) A provision for termination and severance.
- (2) A job description for the position.
- (3) An annual written evaluation to be reviewed with the employee and retained by the commission in the employee's personnel file.

(4) A provision that the contract will be nonbinding on the successor commission after each four-year election; however, the contracts must be cancelled or continued within 90 days of the successor commission taking office.

(5) A provision that any appointed contract employee employed by the county commission may not be subject to any action to cancel or not to renew the contract or in any other manner dismiss or terminate the contract employee except by a three-fourths vote of the elected members of the county commission.

WHEREAS, the Baldwin County Commission, during its January 15, 2019, regular meeting, voted to employ the Appointed Contract Employee as **Building Official**; and

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

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the sufficiency of which are hereby acknowledged, the Baldwin County Commission and the Appointed Contract Employee agree as follows:

Article I.

RECITALS

The above recitals and statements are incorporated as part of this Employment Contract, as if fully set forth herein.

Article II.

DEFINITIONS

- | | |
|----------------|---|
| With Cause: | A reason exists, which may or may not be made public at the sole discretion of the Baldwin County Commission in accordance with applicable state law. |
| Without Cause: | At the sole discretion of the Baldwin County Commission and without the need for a reason. |
| Severance Pay: | Also known as separation pay; money (apart from back wages or salary) paid by the Baldwin County |

Commission to a dismissed Appointed Contract Employee in accordance with the terms of this Agreement.

Article III.

TERM(S) AND PERIOD OF EMPLOYMENT

The Baldwin County Commission appoints the Appointed Contract Employee, and the Appointed Contract Employee hereby accepts employment with the Baldwin County Commission as **Building Official**, which is classified as a salaried exempt position consisting of benefits only as set forth herein with absolutely no rights existing under the personnel merit system of Baldwin County, Alabama. The Appointed Contract Employee is employed solely at the pleasure of the Baldwin County Commission and may be dismissed with or without cause, as determined exclusively by and in the sole discretion of the Baldwin County Commission pursuant to this Employment Contract.

The Appointed Contract Employee shall continue and/or commence performance of said public duties, as written herein and as directed, upon the effective date of this Employment Contract, and the Appointed Contract Employee shall complete the adequate performance of the public duties and provisions noted herein on a continuing and ongoing basis to the exclusive satisfaction of the Baldwin County Commission.

Article IV.

PERIOD OF PERFORMANCE AND NON-BINDING EFFECT

The effective date of this Employment Contract shall be January 15, 2019, and shall be for a term until November 9, 2022, subject to the terms and conditions of this Employment Contract and applicable state law. In the event the Baldwin County

Commission, by a three-fourths vote of the elected members of the Baldwin County Commission, elects not to renew this Employment Contract, this Employment Contract shall be at an end, and the Appointed Contract Employee's employment shall cease. Notwithstanding any other provisions of this Employment Agreement to the contrary, including, but not limited to, the provisions contained in Article IX, in the event the Baldwin County Commission elects not to renew this Employment Contract, the Appointed Contract Employee shall not be entitled to severance pay pursuant to this Employment Contract unless formally authorized and approved by the Baldwin County Commission. However, the Appointed Contract Employee shall be entitled to the paid benefits for unused annual leave that has accrued to which any other salaried-exempt employee of the Baldwin County Commission would be entitled upon separation in accordance with the terms, conditions and limitations set forth in the Baldwin County Commission Personnel Handbook, as the same may be amended. The Appointed Contract Employee shall not be paid any accrued sick leave except in the case of retirement in accordance with the terms, conditions and limitations set forth in the Baldwin County Commission Personnel Handbook, as the same may be amended. Any payments due for accrued leave time, as determined and calculated by the Baldwin County Commission, shall be paid in a lump sum to the Appointed Contract Employee within one month of the date of non-renewal of this Employment Contract. This Employment Contract shall be non-binding on the successor Baldwin County Commission after each four-year election; however, the Employment Contract must be cancelled or continued within ninety (90) days of the successor Baldwin County Commission taking office. Notwithstanding any other provisions of the Employment Contract to the contrary, including, but not limited to, the provisions contained in Article IX, in the event this

Employment Contract is cancelled within ninety (90) days of the successor Baldwin County Commission taking office, the Appointed Contract Employee shall not be entitled to severance pay pursuant to this Employment Contract unless formally authorized and approved by the Baldwin County Commission.

Article V.

SCOPE OF SERVICES/ DUTIES

The Appointed Contract Employee is employed as **Building Official**. The Employee will perform all duties of said position as are more particularly set forth in, BUT SHALL NOT BE LIMITED TO, the written job description of said position, which is attached hereto as Exhibit "A", and such other additional tasks and functions as are incidental thereto as determined by the Baldwin County Commission. The aforementioned job description shall be attached hereto and included as though fully set forth herein. The Baldwin County Commission shall have the right to amend said job description from time to time, in its sole discretion, thereby reducing or increasing the duties, tasks or functions of the Appointed Contract Employee.

The Appointed Contract Employee shall be an employee of the Baldwin County Commission. The Baldwin County Commission, or its designee, shall have supervisory control over the Appointed Contract Employee, and the duties of the Appointed Contract Employee may be changed from time to time in the sole direction of the Baldwin County Commission. Notwithstanding any such change, the employment of the Appointed Contract Employee shall be construed as continuing under this Employment Contract as so modified.

The Appointed Contract Employee shall devote his/her time, full ability, and attention to the business of the Baldwin County Commission without interruption during the term of

this Employment Contract. The Appointed Contract Employee shall not directly or indirectly render any services of a business, commercial or professional nature to any other person or organization, whether for compensation or otherwise, without the prior written consent of the Baldwin County Commission.

Article VI.

STANDARD OF PERFORMANCE

The Appointed Contract Employee shall perform all such services in the manner and according to the standards observed by an able employee of the same skill and level of competence in the field within which said Appointed Contract Employee is engaged. All services and products of whatsoever nature, which the Appointed Contract Employee delivers to the Baldwin County Commission pursuant to this Employment Contract, shall be performed and prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person performing services or work in the Appointed Contract Employee's profession.

Article VII.

COMPENSATION

The Appointed Contract Employee shall be paid for his/her performance under this Employment Contract based upon an annual rate of salary of One Hundred Nine Thousand Dollars (\$109,000.00). Said salary shall be due and payable in bi-weekly (every two weeks) installments and to coincide with the payment of the salary and/or payroll of other employees of the Baldwin County Commission. In addition, the Appointed Contract Employee shall be entitled to longevity pay on the same terms and conditions as full-time employees of Baldwin

County in accordance with the Baldwin County Commission Employee Handbook, as the same may be amended, in the sole discretion of the Baldwin County Commission. Except as expressly provided in this Article VII, the Appointed Contract Employee shall not be entitled to any additional compensation unless approved by the Baldwin County Commission, in its sole discretion.

The Baldwin County Commission will review the Appointed Contract Employee's compensation set forth herein on an annual basis, and the Baldwin County Commission shall have the right, but not the obligation, to adjust the Appointed Contract Employee's compensation as deemed necessary by the Baldwin County Commission, in its sole discretion. In considering any compensation increases or decreases, the Baldwin County Commission may take into consideration any number of factors or matters, INCLUDING, BUT NOT LIMITED TO, the performance and evaluation of the Appointed Contract Employee, the resources of the Baldwin County Commission and any other information deemed to be necessary as determined solely by the Baldwin County Commission.

Article VIII.

BENEFITS

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

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

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

Notwithstanding any statement contained in this Employment Contract, nothing herein shall be construed or interpreted as affording the Appointed Contract Employee any rights existing under the personnel merit system of Baldwin County, Alabama.

Article IX.

TERMINATION

It is understood that the Appointed Contract Employee works at the sole discretion and the sole pleasure of the Baldwin County Commission, regardless of the capacity of public service. Nothing contained in this Employment Contract shall in any way prevent, limit or restrict the right of the Baldwin County Commission to cancel, terminate or not renew this Employment Contract and to discontinue the services of the Appointed Contract Employee at any time, with or without cause, as those terms are herein defined; however, the Appointed Contract Employee shall not be subject to cancellation, termination or non-renewal or in any other manner dismissed or terminated except by a three-fourths vote of the elected members of the Baldwin County Commission.

In the event that the Appointed Contract Employee is terminated without cause, the Baldwin County Commission shall pay to the Appointed Contract Employee severance pay in an amount equal to one-twelfth (1/12th) of the Appointed Contract Employee's annual gross salary, with the exclusion of benefits, as specifically stated herein, i.e. (\$9,083.33). In

the event that the Appointed Contract Employee is terminated with cause, interpreted and as determined solely by the Baldwin County Commission, he/she shall forfeit any and all rights to severance pay and shall not be entitled to receive the same unless formally authorized and approved by the Baldwin County Commission.

Regardless of whether the Appointed Contract Employee is terminated with or without cause, upon termination, he/she shall be entitled to the paid benefits for unused annual leave that has accrued to which any other salaried-exempt employee of the Baldwin County Commission would be entitled upon separation in accordance with the terms, conditions and limitations set forth in the Baldwin County Commission Personnel Handbook, as the same may be amended. The Appointed Contract Employee shall not be paid any accrued sick leave except in the case of retirement in accordance with the terms, conditions and limitations set forth in the Baldwin County Commission Personnel Handbook, as the same may be amended. Any severance pay and any payments due for accrued leave time, as determined and calculated by the Baldwin County Commission, shall be paid in a lump sum to the Appointed Contract Employee within one month of his/her official termination date.

The Appointed Contract Employee may cancel or terminate this Employment Contract at any time by giving two (2) weeks written notice of such cancellation or termination, and upon such cancellation or termination, said Appointed Contract Employee shall be entitled to the paid benefits for unused annual leave that has accrued to which any other salaried-exempt employee of the Baldwin County Commission would be entitled upon separation in accordance with the terms, conditions and limitations set forth in the Baldwin County Commission Personnel Handbook, as the same may be amended. The Appointed Contract Employee shall not be paid any accrued sick leave except in the case of retirement in

accordance with the terms, conditions and limitations set forth in the Baldwin County Commission Personnel Handbook, as the same may be amended. However, said Appointed Contract Employee shall not be entitled to receive any severance pay pursuant to this Employment Contract. Any other payments due for accrued leave time, as determined and calculated by the Baldwin County Commission, shall be paid in a lump sum to the Appointed Contract Employee within one month of his/her official termination date.

Article X.

APPOINTED CONTRACT EMPLOYEE EVALUATION

The Baldwin County Commission shall prepare and review with the Appointed Contract Employee an annual written evaluation of performance. The evaluation criteria, procedure and method will be determined by the Baldwin County Commission. Said annual written evaluation shall be retained by the Baldwin County Commission within the Appointed Contract Employee's personnel file as kept and maintained by the Baldwin County Commission's Personnel Department. Said annual written evaluation, among other considerations, may be used by the Baldwin County Commission in determining the job performance of the Appointed Contract Employee; however, said written annual evaluation shall in no way affect or limit the Baldwin County Commission's authority to terminate the Appointed Contract Employee with or without cause or at will.

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

Article XI.

DISPUTES

In the event that a dispute should arise regarding any and all matters resulting from or dealing with this Employment Contract, and should such dispute result in litigation, it is agreed that the prevailing party shall be entitled to recover all reasonable costs incurred, including staff time, court costs, attorney's fees and other claim-related expenses.

Article XII.

REMEDIES NOT EXCLUSIVE

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

Article XIII.

SEVERABILITY

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

Article XIV.

ASSIGNMENT

The Appointed Contract Employee shall not assign any of his/her rights nor transfer any of his/her obligations under this Employment Contract without the prior written consent of the Baldwin County Commission, and any attempt to so assign or so transfer without such consent shall be void, without legal effect and shall constitute grounds for cancellation or termination of the Appointed Contract Employee and this Employment Contract.

Article XV.

NO WAIVER OF DEFAULT

No delay or omission of the Baldwin County Commission to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein, and every power and remedy given by this Employment Contract to the Baldwin County Commission shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of the Baldwin County Commission.

Article XVI.

ENTIRE CONTRACT AND AMENDMENT

In conjunction with the matters considered herein, this Employment Contract contains the entire understanding and agreement of the Parties, and there have been no promises, representations, agreements, warranties or undertakings by any of the Parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Employment Contract may be altered, amended or modified only by an instrument in writing,

executed by the Parties to this Employment Contract and by no other means. Each Party waives their future right to claim, contest or assert that this Employment Contract was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppels.

Article XVII.

COMPLIANCE WITH THE LAW

The Appointed Contract Employee shall at all times remain in compliance with all applicable Baldwin County, State, Federal and local statutes, ordinances, rules and regulations now in force or which may hereafter be in force with regard to this Employment Contract and the services or work performed hereunder.

Article XVIII.

ALABAMA LAW

The laws of the State of Alabama shall govern this Employment Contract. Any litigation regarding this Employment Contract or its contents shall be filed, if in state court, in the County of Baldwin or, if in a federal court, the Federal District Court for the Southern District of Alabama.

Article XIX.

AUTHORITY

All parties to this Employment Contract warrant and represent that they have the power and the authority to enter into this Employment Contract in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity (ies), person(s), or firm(s), and that all formal

requirements necessary or required by any state and/or federal law in order to enter into this Employment Contract have been fully complied with. Furthermore, by entering into this Employment Contract, the Appointed Contract Employee hereby warrants that the Appointed Contract Employee shall not have breached the terms or conditions of any other contract or agreement to which the Appointed Contract Employee is obligated.

Article XX.

NOTICES

Any notices to be given under this Employment Contract by either Party to the other may be effected either by personal delivery in writing or by registered or certified United States Mail with postage prepaid and return receipt requested. Notices delivered personally shall be deemed communicated as of the actual receipt.

Article XXI.

CAPTIONS

The captions used in connection with the sections of this Employment Contract are for convenience only and shall not be deemed or construed or limit the meaning of the language contained in this Employment Contract, or be used in interpreting the meanings and provisions of this Employment Contract.

Article XXII.

RULE OF CONSTRUCTION

The Parties hereto acknowledge that each Party and its counsel have had the opportunity to review and revise this Agreement, and that the normal rule of construction to

STATE OF ALABAMA

COUNTY OF BALDWIN

I, _____, a Notary Public, in and for said County in said State, hereby certify that CHARLES F. GRUBER, whose name as Chairman, and RONALD J. CINK, whose name as Budget Director of the BALDWIN COUNTY COMMISSION, a county commission and political subdivision of the State of Alabama, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said county commission.

Given under my hand and seal this _____ day of _____, 2019.

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

STATE OF ALABAMA

COUNTY OF BALDWIN

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

Given under my hand and seal this the _____ day of _____, 2019.

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

POSITION DESCRIPTION

Title: Building Official

Department: Building Inspection

Job Analysis: January 1984, May 1993, May 2001, May 2006, November 10, 2010, January 15, 2019

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

Relationships

Reports to: County Commissioners

Subordinate Staff: Building Inspectors, Office Administrator/Mitigation Coordinator, Office Assistants and Permit Technician

Internal Contacts: County Employees, County Administrator, County Commission and other Elected Officials

External Contacts: Contractors, Plumbers, Electricians, General Public, Architects and Planning Boards

Status: Appointed Contract/Exempt (AE)

Job Summary

Coordinates and supervises building program activities and inspections that relate to construction. ADEM Coastal Program and planning. Administers the Southern Building Code/International Building Code including the issuance of building permits for review and approval of building plans and inspection of buildings to ensure compliance with appropriate codes. Meets with interested citizens, architects, contractors, etc., on special questions and problems. Enforce compliance with the Baldwin County Flood Damage Prevention Ordinance. Consults with architects and engineers in relation to proposed structures. The Building Official coordinates with the County Commission, the County Administrator and the Department Heads.

Job Domain

A. Supervision

1. Supervise and direct the work of inspectors and office staff.
2. Responsible for training staff.
3. Maintains records of employee performance for merit and pay increases.

B. Planning

1. Formulate policies, plans and schedules for the department.
2. Develop and outline procedures and policies concerning departmental activities.
3. Draft and make recommendations to County Commission for departmental changes regarding policies and staff.
4. Prepare departmental budgets for Building Inspection.

C. Operations Management

1. Make recommendations to County Commission regarding existing codes or proposed new codes.
2. Coordinate and enforce the Building Code regulations.
3. Explain and interpret code to architects, engineers, contractors, owners and other interested persons.
4. Report code violations to appropriate officials.
5. Perform engineering calculations and check on complicated or unusual structures.
6. Respond to technical questions from industry, architects, engineers and general public.
7. Approve and disapprove applications for building permits.
8. Coordinate and work with other public inspection departments such as utilities and Corp of Engineers.

Knowledge, Skills and Abilities

1. Skills to communicate effectively with engineers, architects, general public, etc.
2. Skills to perform complex mathematical operations.
3. Skills to communicate technical knowledge and express ideas effectively.
4. Skills to understand maps, drawings, layouts, blueprints, codes, etc.
5. Thorough knowledge of Southern Building Codes and International Building Codes.
6. Thorough knowledge of engineering principles as applied to the design and construction of a broad range of building structures and facilities.
7. Ability to perform structural plan reviews.
8. Ability to supervise small staff.
9. Ability to establish and maintain effective working relationships with employees as well as architects, contractors, engineers, etc.
10. Knowledge of current literature, trends and development in the field of building inspection, code enforcement and zoning.

11. Thorough knowledge of governmental regulations involving building in flood prone areas.
12. Extensive experience in building trade or inspection of work including considerable experience in building construction; or any equivalent combination of acceptable training and experience.

Other Characteristics

1. Must possess a valid Alabama driver's license.
2. Must be willing to travel throughout the County.
3. Be certified as a Building Official by the Southern Building Code Congress and International Building Code within 1 year of appointment.
4. Related Associate's Degree or equivalent experience in related field.



Baldwin County Commission

Agenda Action Form

File #: 19-0522, **Version:** 1

Item #: GA5

Meeting Type: BCC Regular Meeting

Meeting Date: 1/15/2019

Item Status: New

From: Ronald J. Cink, County Administrator

Submitted by: Anu Gary, Administration/Records Manager

ITEM TITLE

*Appointed Contract Employees - Clerk/Treasurer - Considerations Related to Employment Contract

STAFF RECOMMENDATION

Related to the Employment Contracts between the Baldwin County Commission and the Appointed Contract Employees, authorize and approve the execution of a new Employment Contract between the Baldwin County Commission and Kimberly Witherington Creech applicable to the position of Clerk/Treasurer at an annual compensation of \$120,000.00. This contract will be effective on January 15, 2019.

In accordance with Ala. Code Section 45-2-120.12 (1975), as amended, and the terms of the present Employment Contract between the Baldwin County Commission and Kimberly Witherington Creech, the Baldwin County Commission hereby cancels any previous Employment Contract between the Baldwin County Commission and Kimberly Witherington Creech.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: According to local legislation applicable to Baldwin County, a certain and limited number of Baldwin County Commission administrative positions shall be appointed contract employees. Section 45-2-120.12 of the Code of Alabama (1975) reads, in part, as follows:

One appointed employee position may be filled by the judge of probate which position shall be designated chief clerk.

Two appointed employee positions may be filled by the revenue commissioner which positions shall be designated chief clerk of collections and chief appraiser.

Three appointed employee positions may be filled by the sheriff which positions shall be designated chief deputy, chief jailer, and chief of the civil division.

The following shall be appointed contract employees: county administrator, emergency management

director, juvenile detention director, personnel director, building official, clerk/treasurer, county engineer, development and environmental director, budget director, and communication and information systems director.

Each of the appointed contract employees shall be employed under contract with the commission. Each contract shall include at a minimum the following provisions:

- 1) A provision for termination and severance.
- 2) A job description for the position.
- 3) An annual written evaluation to be reviewed with the employee and retained by the commission in the employee's personnel file.
- 4) A provision that the contract will be nonbinding on the successor commission after each four-year election; however, the contracts must be cancelled or continued within 90 days of the successor commission taking office.
- 5) A provision that any appointed contract employee employed by the county commission may not be subject to any action to cancel or not to renew the contract or in any other manner dismiss or terminate the contract employee except by a three-fourths vote of the elected members of the county commission.

At this time, the County Commission shall consider the appointments of its appointed contract employees.

FINANCIAL IMPACT

Total cost of recommendation: \$120,000.00 annually plus benefits.

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

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

LEGAL IMPACT

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

Yes.

Reviewed/approved by: County Attorney

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:

Ensure full execution of employment contracts as soon as approved.

Monica Taylor - Place on BCAP and Contracts Online and mark previous contracts inactive in BCAP,
Cc: Keri Green.

Update Contract Employees List with contract approval dates and relevant info.

Additional instructions/notes: N/A

STATE OF ALABAMA)

COUNTY OF BALDWIN)

EMPLOYMENT CONTRACT

THIS EMPLOYMENT CONTRACT (hereafter the “Contract”) is made by and between the Baldwin County Commission, the governing body of Baldwin County, Alabama, a political subdivision of the State of Alabama (hereafter the “Baldwin County Commission”), and KIMBERLY WITHERINGTON CREECH (hereafter the “Appointed Contract Employee”), wherein the Appointed Contract Employee agrees to provide and the Baldwin County Commission agrees to accept, in consideration of the mutual covenants contained herein, the terms and services specified within this Employment Contract.

WITNESSETH:

WHEREAS, pursuant to Section 45-2-120.12 of the Code of Alabama (1975), a certain and limited number of Baldwin County Commission administrative positions are required to be appointed contract employees; and

WHEREAS, Section 45-2-120.12 of the Code of Alabama (1975), provides, in pertinent part, as follows:

The following shall be appointed contract employees: County administrator, emergency management director, juvenile detention director, personnel director, building official, clerk/treasurer, county engineer, development and environmental director, budget director and communication and information systems director. Each of the appointed contract employees shall be employed under contract with the commission. Each contract shall include at a minimum the following provisions:

- (1) A provision for termination and severance.
- (2) A job description for the position.
- (3) An annual written evaluation to be reviewed with the employee and retained by the commission in the employee's personnel file.

(4) A provision that the contract will be nonbinding on the successor commission after each four-year election; however, the contracts must be cancelled or continued within 90 days of the successor commission taking office.

(5) A provision that any appointed contract employee employed by the county commission may not be subject to any action to cancel or not to renew the contract or in any other manner dismiss or terminate the contract employee except by a three-fourths vote of the elected members of the county commission.

WHEREAS, the Baldwin County Commission, during its January 15, 2019, regular meeting, voted to employ the Appointed Contract Employee as **Clerk/Treasurer**; and

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

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the sufficiency of which are hereby acknowledged, the Baldwin County Commission and the Appointed Contract Employee agree as follows:

Article I.

RECITALS

The above recitals and statements are incorporated as part of this Employment Contract, as if fully set forth herein.

Article II.

DEFINITIONS

- | | |
|----------------|---|
| With Cause: | A reason exists, which may or may not be made public at the sole discretion of the Baldwin County Commission in accordance with applicable state law. |
| Without Cause: | At the sole discretion of the Baldwin County Commission and without the need for a reason. |
| Severance Pay: | Also known as separation pay; money (apart from back wages or salary) paid by the Baldwin County |

Commission to a dismissed Appointed Contract Employee in accordance with the terms of this Agreement.

Article III.

TERM(S) AND PERIOD OF EMPLOYMENT

The Baldwin County Commission appoints the Appointed Contract Employee, and the Appointed Contract Employee hereby accepts employment with the Baldwin County Commission as **Clerk/Treasurer**, which is classified as a salaried exempt position consisting of benefits only as set forth herein with absolutely no rights existing under the personnel merit system of Baldwin County, Alabama. The Appointed Contract Employee is employed solely at the pleasure of the Baldwin County Commission and may be dismissed with or without cause, as determined exclusively by and in the sole discretion of the Baldwin County Commission pursuant to this Employment Contract.

The Appointed Contract Employee shall continue and/or commence performance of said public duties, as written herein and as directed, upon the effective date of this Employment Contract, and the Appointed Contract Employee shall complete the adequate performance of the public duties and provisions noted herein on a continuing and ongoing basis to the exclusive satisfaction of the Baldwin County Commission.

Article IV.

PERIOD OF PERFORMANCE AND NON-BINDING EFFECT

The effective date of this Employment Contract shall be January 15, 2019, and shall be for a term until November 9, 2022, subject to the terms and conditions of this Employment Contract and applicable state law. In the event the Baldwin County

Commission, by a three-fourths vote of the elected members of the Baldwin County Commission, elects not to renew this Employment Contract, this Employment Contract shall be at an end, and the Appointed Contract Employee's employment shall cease. Notwithstanding any other provisions of this Employment Agreement to the contrary, including, but not limited to, the provisions contained in Article IX, in the event the Baldwin County Commission elects not to renew this Employment Contract, the Appointed Contract Employee shall not be entitled to severance pay pursuant to this Employment Contract unless formally authorized and approved by the Baldwin County Commission. However, the Appointed Contract Employee shall be entitled to the paid benefits for unused annual leave that has accrued to which any other salaried-exempt employee of the Baldwin County Commission would be entitled upon separation in accordance with the terms, conditions and limitations set forth in the Baldwin County Commission Personnel Handbook, as the same may be amended. The Appointed Contract Employee shall not be paid any accrued sick leave except in the case of retirement in accordance with the terms, conditions and limitations set forth in the Baldwin County Commission Personnel Handbook, as the same may be amended. Any payments due for accrued leave time, as determined and calculated by the Baldwin County Commission, shall be paid in a lump sum to the Appointed Contract Employee within one month of the date of non-renewal of this Employment Contract. This Employment Contract shall be non-binding on the successor Baldwin County Commission after each four-year election; however, the Employment Contract must be cancelled or continued within ninety (90) days of the successor Baldwin County Commission taking office. Notwithstanding any other provisions of the Employment Contract to the contrary, including, but not limited to, the provisions contained in Article IX, in the event this

Employment Contract is cancelled within ninety (90) days of the successor Baldwin County Commission taking office, the Appointed Contract Employee shall not be entitled to severance pay pursuant to this Employment Contract unless formally authorized and approved by the Baldwin County Commission.

Article V.

SCOPE OF SERVICES/ DUTIES

The Appointed Contract Employee is employed as **Clerk/Treasurer**. The Employee will perform all duties of said position as are more particularly set forth in, BUT SHALL NOT BE LIMITED TO, the written job description of said position, which is attached hereto as Exhibit "A", and such other additional tasks and functions as are incidental thereto as determined by the Baldwin County Commission. The aforementioned job description shall be attached hereto and included as though fully set forth herein. The Baldwin County Commission shall have the right to amend said job description from time to time, in its sole discretion, thereby reducing or increasing the duties, tasks or functions of the Appointed Contract Employee.

Furthermore, the Appointed Contract Employee shall serve as, and is hereby appointed to perform and accomplish the duties of, License Inspector for Baldwin County, Alabama, as authorized per Section 40-12-10 of the Code of Alabama (1975), and said License Inspector is hereby authorized to perform those duties prescribed by the general laws of Alabama and local laws applicable to Baldwin County, Alabama.

The Appointed Contract Employee shall be an employee of the Baldwin County Commission. The Baldwin County Commission, or its designee, shall have supervisory control over the Appointed Contract Employee, and the duties of the Appointed Contract

Employee may be changed from time to time in the sole direction of the Baldwin County Commission. Notwithstanding any such change, the employment of the Appointed Contract Employee shall be construed as continuing under this Employment Contract as so modified.

The Appointed Contract Employee shall devote his/her time, full ability, and attention to the business of the Baldwin County Commission without interruption during the term of this Employment Contract. The Appointed Contract Employee shall not directly or indirectly render any services of a business, commercial or professional nature to any other person or organization, whether for compensation or otherwise, without the prior written consent of the Baldwin County Commission.

Article VI.

STANDARD OF PERFORMANCE

The Appointed Contract Employee shall perform all such services in the manner and according to the standards observed by an able employee of the same skill and level of competence in the field within which said Appointed Contract Employee is engaged. All services and products of whatsoever nature, which the Appointed Contract Employee delivers to the Baldwin County Commission pursuant to this Employment Contract, shall be performed and prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person performing services or work in the Appointed Contract Employee's profession.

Article VII.

COMPENSATION

The Appointed Contract **Employee** shall be paid for his/her performance under this Employment Contract based upon an annual rate of salary of One Hundred Twenty Thousand Dollars (\$120,000.00). Said salary shall be due and payable in bi-weekly (every two weeks) installments and to coincide with the payment of the salary and/or payroll of other employees of the Baldwin County Commission. In addition, the Appointed Contract Employee shall be entitled to longevity pay on the same terms and conditions as full-time employees of Baldwin County in accordance with the Baldwin County Commission Employee Handbook, as the same may be amended, in the sole discretion of the Baldwin County Commission. Except as expressly provided in this Article VII, the Appointed Contract Employee shall not be entitled to any additional compensation unless approved by the Baldwin County Commission, in its sole discretion.

The Baldwin County Commission will review the Appointed Contract Employee's compensation set forth herein on an annual basis, and the Baldwin County Commission shall have the right, but not the obligation, to adjust the Appointed Contact Employee's compensation as deemed necessary by the Baldwin County Commission, in its sole discretion. In considering any compensation increases or decreases, the Baldwin County Commission may take into consideration any number of factors or matters, INCLUDING, BUT NOT LIMITED TO, the performance and evaluation of the Appointed Contract Employee, the resources of the Baldwin County Commission and any other information deemed to be necessary as determined solely by the Baldwin County Commission.

Article VIII.

BENEFITS

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

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

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

Notwithstanding any statement contained in this Employment Contract, nothing herein shall be construed or interpreted as affording the Appointed Contract Employee any rights existing under the personnel merit system of Baldwin County, Alabama.

Article IX.

TERMINATION

It is understood that the Appointed Contract Employee works at the sole discretion and the sole pleasure of the Baldwin County Commission, regardless of the capacity of public service. Nothing contained in this Employment Contract shall in any way prevent, limit or restrict the right of the Baldwin County Commission to cancel, terminate or not renew this Employment Contract and to discontinue the services of the Appointed Contract Employee at

any time, with or without cause, as those terms are herein defined; however, the Appointed Contract Employee shall not be subject to cancellation, termination or non-renewal or in any other manner dismissed or terminated except by a three-fourths vote of the elected members of the Baldwin County Commission.

In the event that the Appointed Contract Employee is terminated without cause, the Baldwin County Commission shall pay to the Appointed Contract Employee severance pay in an amount equal to one-twelfth (1/12th) of the Appointed Contract Employee's annual gross salary, with the exclusion of benefits, as specifically stated herein, i.e. (\$10,000.00). In the event that the Appointed Contract Employee is terminated with cause, interpreted and as determined solely by the Baldwin County Commission, he/she shall forfeit any and all rights to severance pay and shall not be entitled to receive the same unless formally authorized and approved by the Baldwin County Commission.

Regardless of whether the Appointed Contract Employee is terminated with or without cause, upon termination, he/she shall be entitled to the paid benefits for unused annual leave that has accrued to which any other salaried-exempt employee of the Baldwin County Commission would be entitled upon separation in accordance with the terms, conditions and limitations set forth in the Baldwin County Commission Personnel Handbook, as the same may be amended. The Appointed Contract Employee shall not be paid any accrued sick leave except in the case of retirement in accordance with the terms, conditions and limitations set forth in the Baldwin County Commission Personnel Handbook, as the same may be amended. Any severance pay and any payments due for accrued leave time, as determined and calculated by the Baldwin County Commission, shall be paid in a lump sum to the Appointed Contract Employee within one month of his/her official termination date.

The Appointed Contract Employee may cancel or terminate this Employment Contract at any time by giving two (2) weeks written notice of such cancellation or termination, and upon such cancellation or termination, said Appointed Contract Employee shall be entitled to the paid benefits for unused annual leave that has accrued to which any other salaried-exempt employee of the Baldwin County Commission would be entitled upon separation in accordance with the terms, conditions and limitations set forth in the Baldwin County Commission Personnel Handbook, as the same may be amended. The Appointed Contract Employee shall not be paid any accrued sick leave except in the case of retirement in accordance with the terms, conditions and limitations set forth in the Baldwin County Commission Personnel Handbook, as the same may be amended. However, said Appointed Contract Employee shall not be entitled to receive any severance pay pursuant to this Employment Contract. Any other payments due for accrued leave time, as determined and calculated by the Baldwin County Commission, shall be paid in a lump sum to the Appointed Contract Employee within one month of his/her official termination date.

Article X.

APPOINTED CONTRACT EMPLOYEE EVALUATION

The Baldwin County Commission shall prepare and review with the Appointed Contract Employee an annual written evaluation of performance. The evaluation criteria, procedure and method will be determined by the Baldwin County Commission. Said annual written evaluation shall be retained by the Baldwin County Commission within the Appointed Contract Employee's personnel file as kept and maintained by the Baldwin County Commission's Personnel Department. Said annual written evaluation, among other considerations, may be used by the Baldwin County Commission in determining the job

performance of the Appointed Contract Employee; however, said written annual evaluation shall in no way affect or limit the Baldwin County Commission's authority to terminate the Appointed Contract Employee with or without cause or at will.

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

Article XI.

DISPUTES

In the event that a dispute should arise regarding any and all matters resulting from or dealing with this Employment Contract, and should such dispute result in litigation, it is agreed that the prevailing party shall be entitled to recover all reasonable costs incurred, including staff time, court costs, attorney's fees and other claim-related expenses.

Article XII.

REMEDIES NOT EXCLUSIVE

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

Article XIII.

SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be

deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other remaining provisions hereof. In that event, this Employment Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Article XIV.

ASSIGNMENT

The Appointed Contract Employee shall not assign any of his/her rights nor transfer any of his/her obligations under this Employment Contract without the prior written consent of the Baldwin County Commission, and any attempt to so assign or so transfer without such consent shall be void, without legal effect and shall constitute grounds for cancellation or termination of the Appointed Contract Employee and this Employment Contract.

Article XV.

NO WAIVER OF DEFAULT

No delay or omission of the Baldwin County Commission to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein, and every power and remedy given by this Employment Contract to the Baldwin County Commission shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of the Baldwin County Commission.

Article XVI.

ENTIRE CONTRACT AND AMENDMENT

In conjunction with the matters considered herein, this Employment Contract contains the entire understanding and agreement of the Parties, and there have been no promises, representations, agreements, warranties or undertakings by any of the Parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Employment Contract may be altered, amended or modified only by an instrument in writing, executed by the Parties to this Employment Contract and by no other means. Each Party waives their future right to claim, contest or assert that this Employment Contract was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppels.

Article XVII.

COMPLIANCE WITH THE LAW

The Appointed Contract Employee shall at all times remain in compliance with all applicable Baldwin County, State, Federal and local statutes, ordinances, rules and regulations now in force or which may hereafter be in force with regard to this Employment Contract and the services or work performed hereunder.

Article XVIII.

ALABAMA LAW

The laws of the State of Alabama shall govern this Employment Contract. Any litigation regarding this Employment Contract or its contents shall be filed, if in state court,

in the County of Baldwin or, if in a federal court, the Federal District Court for the Southern District of Alabama.

Article XIX.

AUTHORITY

All parties to this Employment Contract warrant and represent that they have the power and the authority to enter into this Employment Contract in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity (ies), person(s), or firm(s), and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Employment Contract have been fully complied with. Furthermore, by entering into this Employment Contract, the Appointed Contract Employee hereby warrants that the Appointed Contract Employee shall not have breached the terms or conditions of any other contract or agreement to which the Appointed Contract Employee is obligated.

Article XX.

NOTICES

Any notices to be given under this Employment Contract by either Party to the other may be effected either by personal delivery in writing or by registered or certified United States Mail with postage prepaid and return receipt requested. Notices delivered personally shall be deemed communicated as of the actual receipt.

Article XXI.

CAPTIONS

The captions used in connection with the sections of this Employment Contract are for convenience only and shall not be deemed or construed or limit the meaning of the language contained in this Employment Contract, or be used in interpreting the meanings and provisions of this Employment Contract.

Article XXII.

RULE OF CONSTRUCTION

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

THIS IS INTENDED TO BE A LEGALLY BINDING EMPLOYMENT CONTRACT. IF YOU DO NOT UNDERSTAND THE LEGAL EFFECT OF ANY PART OF THIS CONTRACT, SEEK LEGAL ADVICE BEFORE SIGNING.

BALDWIN COUNTY COMMISSION

By: _____ / _____
CHARLES F. GRUBER Date
As Its: Chairman

ATTEST:

RONALD J. CINK
As Its: Budget Director

**KIMBERLY WITHERINGTON CREECH
(APPOINTED CONTRACT EMPLOYEE)**

KIMBERLY WITHERINGTON CREECH Date

NOTARY PAGE TO FOLLOW

STATE OF ALABAMA

COUNTY OF BALDWIN

I, _____, a Notary Public, in and for said County in said State, hereby certify that CHARLES F. GRUBER, whose name as Chairman, and RONALD J. CINK, whose name as Budget Director of the BALDWIN COUNTY COMMISSION, a county commission and political subdivision of the State of Alabama, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said county commission.

Given under my hand and seal this _____ day of _____, 2019.

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

STATE OF ALABAMA

COUNTY OF BALDWIN

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

Given under my hand and seal this the _____ day of _____, 2019.

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

POSITION DESCRIPTION

Title: Clerk/Treasurer

Department: Finance & Accounting

Job Analysis: January, 1986, Revised 3/97, 5/06, 11/10/2010, 1/15/2019

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

Relationships

Reports To: County Commissioners

Subordinate Staff: Accounts Payable and Staff Accountants

Internal Contacts: County Employees, County Administrator, County Commission and other Elected Officials

External Contacts: Local, State and Federal agencies

Status: Appointed Contract/Exempt (AE)

Job Summary

This employee has direct responsibility for all fiduciary matters of the County relating to all funds administered by the Baldwin County Commission. Directs Accounting employees. Responsible for all audits and inventory. Oversees and directs preparation of background to secure grants and other funds. Administers other programs - Health Care/Hospital as assigned. Provide financial basis and structure to participate in the County budget process as per Alabama Code/Recommended Accounting Procedures. The Clerk/Treasurer coordinates with the County Commission, the County Administrator and the Department Heads.

Job Domains

- A. Accounting and Financial
1. Oversees and directs all accounting and financial procedures within the department as per Code of Alabama/Standards of Alabama.
 2. Prepares monthly, semi-annual and annual reports for the Commission and other Departments.

3. Monitors daily cash reports and makes recommendations to ensure proper cash flow for the County.
4. Monitors all grants and special appropriations.
5. Contact person for all audits.
6. Makes recommendations and monitors investments.
7. Prepare semi-annual and annual financial statements as per Code of Alabama.
8. Assure all invoices are handled in prescribed and legal manner.
9. Periodically report the status of County finances as scheduled by County Commission.
10. Directs all expenditures and/or investments of County funds to ensure best return at all times.

B. Reports

1. Responsible for all State and Federal reports.
2. Responsible for Coastal Area reports.
3. Responsible for CDBG, RS9, and F28 reports.
4. Prepares reports for the County Commission.

C. Miscellaneous

1. Approves reports and/or processes claims for indigent care program.
2. Approves reports for the pauper program.
3. Prepares and implements all special projects as assigned by the County Commission.
4. Maintain all correspondence and records related to accounting in an orderly and accessible manner.
5. Maintain records and file claims for insurance of auto, property and general liability.

Knowledge, Skills, and Abilities

1. Skills to communicate effectively with the office staff, general public and elected officials.
2. Skills to perform accounting and bookkeeping operations, conduct audits and prepare budgets.
3. Skills to prepare reports, complete forms, compose letters and accurately post journals and ledgers.
4. Skills to understand written instructions, manuals and correspondence.
5. Ability to assign tasks and supervise employees.
6. Ability to operate office machines such as calculator, computer terminal and copy machines.
7. Thorough knowledge of basic bookkeeping and accounting principles and procedures as recommended by State/County/Federal.
8. Knowledge of general office procedures.

Other Characteristics

1. Bachelors degree in Accounting, Business Administration or related fields; accounting and bookkeeping experience; or a combination of experience and training.
2. Willing to travel to attend workshops and seminars.
3. Willing to work non-standard hours to meet deadlines.
4. Minimum of 2 years in governmental accounting is desirable.

POSITION DESCRIPTION

Title: Clerk/Treasurer

Department: Finance & Accounting

Job Analysis: January 1986, Revised 3/97, 5/06, 11/10/2010, 1/15/2019

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

Relationships

Reports To: County Commissioners

Subordinate Staff: Senior Accountants, Chief Compliance Officer, Accounts Payable Staff, Payroll Technician, Staff Accountant, Junior Staff Accountant, Sales Tax Coordinator and Sales, Use and License Tax Staff

Internal Contacts: County Employees, County Administrator, County Commission and other Elected Officials

External Contacts: Local, State and Federal agencies

Status: Appointed Contract/Exempt (AE)

Job Summary

This employee has direct responsibility for all fiduciary matters of the County relating to all funds administered by the Baldwin County Commission. Directs Finance and Accounting and Sales, Use and License Tax employees. Responsible for all audits and inventory. Oversees and directs preparation of background to secure grants and other funds. Administers other programs as assigned. Provide financial basis and structure to participate in the County budget process as per Alabama Code/Recommended Accounting Procedures. The Clerk/Treasurer coordinates with the County Commission, the County Administrator and the Department Heads.

Job Domains

- A. Accounting and Financial
1. Oversees and directs all accounting, payroll and financial procedures for the County to ensure best practices and compliance with applicable rules, regulations, laws, Generally Accepted Accounting Principles (GAAP), Governmental Accounting Standards Board (GASB) and County policies.

2. Directs, oversees and provides technical support for the Sales and Use Business License functions of the County including the collection and administration of Sales and Use Tax, Rental and Lease Tax, Video Tax, Motor Fuel Tax and Cigarette Tax.
3. Prepares monthly, semi-annual and annual reports for the Commission and other Departments.
4. Monitors daily cash reports and makes recommendations to ensure proper cash flow for the County.
5. Monitors all grants and special appropriations.
6. Contact person for all audits.
7. Makes recommendations and monitors investments.
8. Directs the preparation of financial statement and audit reports.
9. Assure all invoices are handled in prescribed and legal manner.
10. Periodically report the status of County finances as scheduled by County Commission.
11. Directs all expenditures and/or investments of County funds to ensure best return at all times.
12. Manage and coordinates the operation of debt management and bond sales.

B. Reports

1. Responsible for all State and Federal reports.
2. Responsible for grant reports.
3. Responsible for monthly sales tax collections reports.
4. Prepares reports for the County Commission.

C. Miscellaneous

1. Approves reports and/or processes claims for indigent care program.
2. . Sign vehicle and equipment titles when sold.
3. Prepares and implements all special projects as assigned by the County Commission.
4. Maintain all correspondence and records related to accounting in an orderly and accessible manner.
5. Maintain records and file claims for insurance of auto, property and general liability.

Knowledge, Skills, and Abilities

1. Skills to communicate effectively with the office staff, general public and elected officials.
2. Skills to perform accounting and bookkeeping operations, conduct audits and prepare budgets.
3. Skills to prepare reports, complete forms, compose letters and accurately post journals and ledgers.
4. Skills to understand written instructions, manuals and correspondence.
5. Ability to assign tasks and supervise employees.
6. Ability to operate office machines such as calculator, computer terminal and copy machines.
7. Thorough knowledge of basic bookkeeping and accounting principles and procedures as recommended by State/County/Federal.
8. Knowledge of general office procedures.

Minimum Qualifications

1. Bachelors degree in Accounting, Business Administration or related fields; accounting and bookkeeping experience; or a combination of experience and training.
2. Willing to travel to attend workshops and seminars.
3. Willing to work non-standard hours to meet deadlines.
4. Minimum of two (2) years in governmental accounting is desirable.



Baldwin County Commission

Agenda Action Form

File #: 19-0524, **Version:** 1

Item #: GA6

Meeting Type: BCC Regular Meeting

Meeting Date: 1/15/2019

Item Status: New

From: Ronald J. Cink, County Administrator

Submitted by: Anu Gary, Administration/Records Manager

ITEM TITLE

Appointed Contract Employees - Communication and Information Systems Director - Considerations Related to Employment Contract

STAFF RECOMMENDATION

Related to the Employment Contracts between the Baldwin County Commission and the Appointed Contract Employees, authorize and approve the execution of a new Employment Contract between the Baldwin County Commission and Brian Peacock applicable to the position of Communication and Information Systems Director at an annual compensation of \$125,000.00. This contract will be effective on January 15, 2019.

In accordance with Ala. Code Section 45-2-120.12 (1975), as amended, and the terms of the present Employment Contract between the Baldwin County Commission and Brian Peacock, the Baldwin County Commission hereby cancels any previous Employment Contract between the Baldwin County Commission and Brian Peacock.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: According to local legislation applicable to Baldwin County, a certain and limited number of Baldwin County Commission administrative positions shall be appointed contract employees. Section 45-2-120.12 of the Code of Alabama (1975) reads, in part, as follows:

One appointed employee position may be filled by the judge of probate which position shall be designated chief clerk.

Two appointed employee positions may be filled by the revenue commissioner which positions shall be designated chief clerk of collections and chief appraiser.

Three appointed employee positions may be filled by the sheriff which positions shall be designated chief deputy, chief jailer, and chief of the civil division.

The following shall be appointed contract employees: county administrator, emergency management director, juvenile detention director, personnel director, building official, clerk/treasurer, county engineer, development and environmental director, budget director, and communication and information systems director.

Each of the appointed contract employees shall be employed under contract with the commission. Each contract shall include at a minimum the following provisions:

- 1) A provision for termination and severance.
- 2) A job description for the position.
- 3) An annual written evaluation to be reviewed with the employee and retained by the commission in the employee's personnel file.
- 4) A provision that the contract will be nonbinding on the successor commission after each four-year election; however, the contracts must be cancelled or continued within 90 days of the successor commission taking office.
- 5) A provision that any appointed contract employee employed by the county commission may not be subject to any action to cancel or not to renew the contract or in any other manner dismiss or terminate the contract employee except by a three-fourths vote of the elected members of the county commission.

At this time, the County Commission shall consider the appointments of its appointed contract employees.

FINANCIAL IMPACT

Total cost of recommendation: \$125,000.00 annually plus benefits.

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

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

LEGAL IMPACT

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

Reviewed/approved by: County Attorney

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:

Ensure full execution of employment contracts as soon as approved.

Monica Taylor - Place on BCAP and Contracts Online and mark previous contracts inactive in BCAP,
Cc: Keri Green.

Update Contract Employees List with contract approval dates and relevant info.

Additional instructions/notes: N/A

STATE OF ALABAMA)

COUNTY OF BALDWIN)

EMPLOYMENT CONTRACT

THIS EMPLOYMENT CONTRACT (hereafter the “Contract”) is made by and between the Baldwin County Commission, the governing body of Baldwin County, Alabama, a political subdivision of the State of Alabama (hereafter the “Baldwin County Commission”), and BRIAN PEACOCK (hereafter the “Appointed Contract Employee”), wherein the Appointed Contract Employee agrees to provide and the Baldwin County Commission agrees to accept, in consideration of the mutual covenants contained herein, the terms and services specified within this Employment Contract.

WITNESSETH:

WHEREAS, pursuant to Section 45-2-120.12 of the Code of Alabama (1975), a certain and limited number of Baldwin County Commission administrative positions are required to be appointed contract employees; and

WHEREAS, Section 45-2-120.12 of the Code of Alabama (1975), provides, in pertinent part, as follows:

The following shall be appointed contract employees: County administrator, emergency management director, juvenile detention director, personnel director, building official, clerk/treasurer, county engineer, development and environmental director, budget director and communication and information systems director. Each of the appointed contract employees shall be employed under contract with the commission. Each contract shall include at a minimum the following provisions:

- (1) A provision for termination and severance.
- (2) A job description for the position.
- (3) An annual written evaluation to be reviewed with the employee and retained by the commission in the employee's personnel file.

(4) A provision that the contract will be nonbinding on the successor commission after each four-year election; however, the contracts must be cancelled or continued within 90 days of the successor commission taking office.

(5) A provision that any appointed contract employee employed by the county commission may not be subject to any action to cancel or not to renew the contract or in any other manner dismiss or terminate the contract employee except by a three-fourths vote of the elected members of the county commission.

WHEREAS, the Baldwin County Commission, during its January 15, 2019, regular meeting, voted to employ the Appointed Contract Employee as **Communication and Information Systems Director**; and

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

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the sufficiency of which are hereby acknowledged, the Baldwin County Commission and the Appointed Contract Employee agree as follows:

Article I.

RECITALS

The above recitals and statements are incorporated as part of this Employment Contract, as if fully set forth herein.

Article II.

DEFINITIONS

With Cause: A reason exists, which may or may not be made public at the sole discretion of the Baldwin County Commission in accordance with applicable state law.

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

Severance Pay: Also known as separation pay; money (apart from back wages or salary) paid by the Baldwin County Commission to a dismissed Appointed Contract Employee in accordance with the terms of this Agreement.

Article III.

TERM(S) AND PERIOD OF EMPLOYMENT

The Baldwin County Commission appoints the Appointed Contract Employee, and the Appointed Contract Employee hereby accepts employment with the Baldwin County Commission as **Communication and Information Systems Director**, which is classified as a salaried exempt position consisting of benefits only as set forth herein with absolutely no rights existing under the personnel merit system of Baldwin County, Alabama. The Appointed Contract Employee is employed solely at the pleasure of the Baldwin County Commission and may be dismissed with or without cause, as determined exclusively by and in the sole discretion of the Baldwin County Commission pursuant to this Employment Contract.

The Appointed Contract Employee shall continue and/or commence performance of said public duties, as written herein and as directed, upon the effective date of this Employment Contract, and the Appointed Contract Employee shall complete the adequate performance of the public duties and provisions noted herein on a continuing and ongoing basis to the exclusive satisfaction of the Baldwin County Commission.

Article IV.

PERIOD OF PERFORMANCE AND NON-BINDING EFFECT

The effective date of this Employment Contract shall be January 15, 2019, and shall be for a term until November 9, 2022, subject to the terms and conditions of this Employment Contract and applicable state law. In the event the Baldwin County Commission, by a three-fourths vote of the elected members of the Baldwin County Commission, elects not to renew this Employment Contract, this Employment Contract shall be at an end, and the Appointed Contract Employee's employment shall cease. Notwithstanding any other provisions of this Employment Agreement to the contrary, including, but not limited to, the provisions contained in Article IX, in the event the Baldwin County Commission elects not to renew this Employment Contract, the Appointed Contract Employee shall not be entitled to severance pay pursuant to this Employment Contract unless formally authorized and approved by the Baldwin County Commission. However, the Appointed Contract Employee shall be entitled to the paid benefits for unused annual leave that has accrued to which any other salaried-exempt employee of the Baldwin County Commission would be entitled upon separation in accordance with the terms, conditions and limitations set forth in the Baldwin County Commission Personnel Handbook, as the same may be amended. The Appointed Contract Employee shall not be paid any accrued sick leave except in the case of retirement in accordance with the terms, conditions and limitations set forth in the Baldwin County Commission Personnel Handbook, as the same may be amended. Any payments due for accrued leave time, as determined and calculated by the Baldwin County Commission, shall be paid in a lump sum to the Appointed Contract Employee within one month of the date of non-renewal of this Employment Contract. This

Employment Contract shall be non-binding on the successor Baldwin County Commission after each four-year election; however, the Employment Contract must be cancelled or continued within ninety (90) days of the successor Baldwin County Commission taking office. Notwithstanding any other provisions of the Employment Contract to the contrary, including, but not limited to, the provisions contained in Article IX, in the event this Employment Contract is cancelled within ninety (90) days of the successor Baldwin County Commission taking office, the Appointed Contract Employee shall not be entitled to severance pay pursuant to this Employment Contract unless formally authorized and approved by the Baldwin County Commission.

Article V.

SCOPE OF SERVICES/ DUTIES

The Appointed Contract Employee is employed as **Communication and Information Systems Director**. The Employee will perform all duties of said position as are more particularly set forth in, BUT SHALL NOT BE LIMITED TO, the written job description of said position, which is attached hereto as Exhibit "A", and such other additional tasks and functions as are incidental thereto as determined by the Baldwin County Commission. The aforementioned job description shall be attached hereto and included as though fully set forth herein. The Baldwin County Commission shall have the right to amend said job description from time to time, in its sole discretion, thereby reducing or increasing the duties, tasks or functions of the Appointed Contract Employee.

The Appointed Contract Employee shall be an employee of the Baldwin County Commission. The Baldwin County Commission, or its designee, shall have supervisory control over the Appointed Contract Employee, and the duties of the Appointed Contract

Employee may be changed from time to time in the sole direction of the Baldwin County Commission. Notwithstanding any such change, the employment of the Appointed Contract Employee shall be construed as continuing under this Employment Contract as so modified.

The Appointed Contract Employee shall devote his/her time, full ability, and attention to the business of the Baldwin County Commission without interruption during the term of this Employment Contract. The Appointed Contract Employee shall not directly or indirectly render any services of a business, commercial or professional nature to any other person or organization, whether for compensation or otherwise, without the prior written consent of the Baldwin County Commission.

Article VI.

STANDARD OF PERFORMANCE

The Appointed Contract Employee shall perform all such services in the manner and according to the standards observed by an able employee of the same skill and level of competence in the field within which said Appointed Contract Employee is engaged. All services and products of whatsoever nature, which the Appointed Contract Employee delivers to the Baldwin County Commission pursuant to this Employment Contract, shall be performed and prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person performing services or work in the Appointed Contract Employee's profession.

Article VII.

COMPENSATION

The Appointed Contract Employee shall be paid for his/her performance under this Employment Contract based upon an annual rate of salary of One Hundred Twenty-Five Thousand Dollars (\$125,000.00). Said salary shall be due and payable in bi-weekly (every two weeks) installments and to coincide with the payment of the salary and/or payroll of other employees of the Baldwin County Commission. In addition, the Appointed Contract Employee shall be entitled to longevity pay on the same terms and conditions as full-time employees of Baldwin County in accordance with the Baldwin County Commission Employee Handbook, as the same may be amended, in the sole discretion of the Baldwin County Commission. Except as expressly provided in this Article VII, the Appointed Contract Employee shall not be entitled to any additional compensation unless approved by the Baldwin County Commission, in its sole discretion.

The Baldwin County Commission will review the Appointed Contract Employee's compensation set forth herein on an annual basis, and the Baldwin County Commission shall have the right, but not the obligation, to adjust the Appointed Contract Employee's compensation as deemed necessary by the Baldwin County Commission, in its sole discretion. In considering any compensation increases or decreases, the Baldwin County Commission may take into consideration any number of factors or matters, INCLUDING, BUT NOT LIMITED TO, the performance and evaluation of the Appointed Contract Employee, the resources of the Baldwin County Commission and any other information deemed to be necessary as determined solely by the Baldwin County Commission.

Article VIII.

BENEFITS

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

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

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

Notwithstanding any statement contained in this Employment Contract, nothing herein shall be construed or interpreted as affording the Appointed Contract Employee any rights existing under the personnel merit system of Baldwin County, Alabama.

Article IX.

TERMINATION

It is understood that the Appointed Contract Employee works at the sole discretion and the sole pleasure of the Baldwin County Commission, regardless of the capacity of public service. Nothing contained in this Employment Contract shall in any way prevent, limit or restrict the right of the Baldwin County Commission to cancel, terminate or not renew this Employment Contract and to discontinue the services of the Appointed Contract

Employee at any time, with or without cause, as those terms are herein defined; however, the Appointed Contract Employee shall not be subject to cancellation, termination or non-renewal or in any other manner dismissed or terminated except by a three-fourths vote of the elected members of the Baldwin County Commission.

In the event that the Appointed Contract Employee is terminated without cause, the Baldwin County Commission shall pay to the Appointed Contract Employee severance pay in an amount equal to one-twelfth (1/12th) of the Appointed Contract Employee's annual gross salary, with the exclusion of benefits, as specifically stated herein, i.e. (\$10,416.67). In the event that the Appointed Contract Employee is terminated with cause, interpreted and as determined solely by the Baldwin County Commission, he/she shall forfeit any and all rights to severance pay and shall not be entitled to receive the same unless formally authorized and approved by the Baldwin County Commission.

Regardless of whether the Appointed Contract Employee is terminated with or without cause, upon termination, he/she shall be entitled to the paid benefits for unused annual leave that has accrued to which any other salaried-exempt employee of the Baldwin County Commission would be entitled upon separation in accordance with the terms, conditions and limitations set forth in the Baldwin County Commission Personnel Handbook, as the same may be amended. The Appointed Contract Employee shall not be paid any accrued sick leave except in the case of retirement in accordance with the terms, conditions and limitations set forth in the Baldwin County Commission Personnel Handbook, as the same may be amended. Any severance pay and any payments due for accrued leave time, as determined and calculated by the Baldwin County Commission, shall be paid in a lump sum to the Appointed Contract Employee within one month of his/her official termination date.

The Appointed Contract Employee may cancel or terminate this Employment Contract at any time by giving two (2) weeks written notice of such cancellation or termination, and upon such cancellation or termination, said Appointed Contract Employee shall be entitled to the paid benefits for unused annual leave that has accrued to which any other salaried-exempt employee of the Baldwin County Commission would be entitled upon separation in accordance with the terms, conditions and limitations set forth in the Baldwin County Commission Personnel Handbook, as the same may be amended. The Appointed Contract Employee shall not be paid any accrued sick leave except in the case of retirement in accordance with the terms, conditions and limitations set forth in the Baldwin County Commission Personnel Handbook, as the same may be amended. However, said Appointed Contract Employee shall not be entitled to receive any severance pay pursuant to this Employment Contract. Any other payments due for accrued leave time, as determined and calculated by the Baldwin County Commission, shall be paid in a lump sum to the Appointed Contract Employee within one month of his/her official termination date.

Article X.

APPOINTED CONTRACT EMPLOYEE EVALUATION

The Baldwin County Commission shall prepare and review with the Appointed Contract Employee an annual written evaluation of performance. The evaluation criteria, procedure and method will be determined by the Baldwin County Commission. Said annual written evaluation shall be retained by the Baldwin County Commission within the Appointed Contract Employee's personnel file as kept and maintained by the Baldwin County Commission's Personnel Department. Said annual written evaluation, among other considerations, may be used by the Baldwin County Commission in determining the job

performance of the Appointed Contract Employee; however, said written annual evaluation shall in no way affect or limit the Baldwin County Commission's authority to terminate the Appointed Contract Employee with or without cause or at will.

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

Article XI.

DISPUTES

In the event that a dispute should arise regarding any and all matters resulting from or dealing with this Employment Contract, and should such dispute result in litigation, it is agreed that the prevailing party shall be entitled to recover all reasonable costs incurred, including staff time, court costs, attorney's fees and other claim-related expenses.

Article XII.

REMEDIES NOT EXCLUSIVE

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

Article XIII.

SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be

deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other remaining provisions hereof. In that event, this Employment Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Article XIV.

ASSIGNMENT

The Appointed Contract Employee shall not assign any of his/her rights nor transfer any of his/her obligations under this Employment Contract without the prior written consent of the Baldwin County Commission, and any attempt to so assign or so transfer without such consent shall be void, without legal effect and shall constitute grounds for cancellation or termination of the Appointed Contract Employee and this Employment Contract.

Article XV.

NO WAIVER OF DEFAULT

No delay or omission of the Baldwin County Commission to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein, and every power and remedy given by this Employment Contract to the Baldwin County Commission shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of the Baldwin County Commission.

Article XVI.

ENTIRE CONTRACT AND AMENDMENT

In conjunction with the matters considered herein, this Employment Contract contains the entire understanding and agreement of the Parties, and there have been no promises, representations, agreements, warranties or undertakings by any of the Parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Employment Contract may be altered, amended or modified only by an instrument in writing, executed by the Parties to this Employment Contract and by no other means. Each Party waives their future right to claim, contest or assert that this Employment Contract was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppels.

Article XVII.

COMPLIANCE WITH THE LAW

The Appointed Contract Employee shall at all times remain in compliance with all applicable Baldwin County, State, Federal and local statutes, ordinances, rules and regulations now in force or which may hereafter be in force with regard to this Employment Contract and the services or work performed hereunder.

Article XVIII.

ALABAMA LAW

The laws of the State of Alabama shall govern this Employment Contract. Any litigation regarding this Employment Contract or its contents shall be filed, if in state court,

in the County of Baldwin or, if in a federal court, the Federal District Court for the Southern District of Alabama.

Article XIX.

AUTHORITY

All parties to this Employment Contract warrant and represent that they have the power and the authority to enter into this Employment Contract in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity (ies), person(s), or firm(s), and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Employment Contract have been fully complied with. Furthermore, by entering into this Employment Contract, the Appointed Contract Employee hereby warrants that the Appointed Contract Employee shall not have breached the terms or conditions of any other contract or agreement to which the Appointed Contract Employee is obligated.

Article XX.

NOTICES

Any notices to be given under this Employment Contract by either Party to the other may be effected either by personal delivery in writing or by registered or certified United States Mail with postage prepaid and return receipt requested. Notices delivered personally shall be deemed communicated as of the actual receipt.

Article XXI.

CAPTIONS

The captions used in connection with the sections of this Employment Contract are for convenience only and shall not be deemed or construed or limit the meaning of the language contained in this Employment Contract, or be used in interpreting the meanings and provisions of this Employment Contract.

Article XXII.

RULE OF CONSTRUCTION

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

THIS IS INTENDED TO BE A LEGALLY BINDING EMPLOYMENT CONTRACT. IF YOU DO NOT UNDERSTAND THE LEGAL EFFECT OF ANY PART OF THIS CONTRACT, SEEK LEGAL ADVICE BEFORE SIGNING.

BALDWIN COUNTY COMMISSION

By: _____ / _____
CHARLES F. GRUBER Date
As Its: Chairman

ATTEST:

RONALD J. CINK
As Its: Budget Director

**BRIAN PEACOCK
(APPOINTED CONTRACT EMPLOYEE)**

BRIAN PEACOCK Date

NOTARY PAGE TO FOLLOW

STATE OF ALABAMA

COUNTY OF BALDWIN

I, _____, a Notary Public, in and for said County in said State, hereby certify that CHARLES F. GRUBER, whose name as Chairman, and RONALD J. CINK, whose name as Budget Director of the BALDWIN COUNTY COMMISSION, a county commission and political subdivision of the State of Alabama, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said county commission.

Given under my hand and seal this _____ day of _____, 2019.

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

STATE OF ALABAMA

COUNTY OF BALDWIN

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

Given under my hand and seal this the _____ day of _____, 2019.

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

POSITION DESCRIPTION

Title: Communication and Information Systems Director

Department: Communications & Information Systems

Job Analysis: May, 2006; Revised and Amended June, 2011, November, 2013, January 15, 2019

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this position and are not to be interpreted as being all inclusive.

Relationships

Reports To: County Commissioners

Subordinate Staff: All Communications & Information Systems Employees

Internal Contacts: Commissioners, Elected Officials, County Administrator, Department Heads, All Other County Staff

External Contacts: General Public, Vendors, Representatives from other Agencies

Status: Appointed Contract/Exempt (AE)

Job Summary

Directs and manages the Communications and Information Systems Department charged with delivering all aspects of communications and information technology needed to support the County government and citizens. Plans and develops a comprehensive technological strategy that proactively positions the County for future growth and success.

Job Domains

A. Planning and Strategy

1. Serves as Chief Technology Officer.
2. Develops County-wide technology plans (strategic and tactical).
3. Coordinates the establishment of County-wide information technology architecture, policies, and standards.
4. Studies, evaluates, plans, and implements new technology and techniques.
5. Coordinates and participates in enterprise-wide business strategies and plans.
6. Conducts research for, provides technical advice to, and responds to request for information from, the County Commission, other Elected Officials, and County Department Heads.

B. Customer Relationship Management

1. Coordinates and implements customer-based initiatives that will impact the perception of government in a positive manner.
2. Develops and fosters relationships with internal and external customers that will enhance services.
3. Coordinates with all Departments and Agencies served to understand services being provided and to develop or enhance the delivery of those services.
4. Develops and coordinates plans for delivery of services via Call Center, Website, and face to face.

C. Project Management

1. Develops project implementation plans and budget.
2. Provides oversight for coordination of internal and external resources during implementation of project with emphasis on keeping project on schedule and within budget.
3. Develops reports and presentations.

D. Administrative and Management

1. Performs daily supervisor duties for all subordinates.
2. Establishes and communicates priorities and timelines with subordinates.
3. Holds regular meetings with subordinates to ensure effective communication of policies and mission.
4. Coordinates and provides supervision as required for field service work done by CIS personnel.
5. Ensures technology training is provided both for departmental staff and for County staff using the technology.
6. Manages County-wide investment in technology assets.
7. Oversees the preparation of the departmental budget and other technology budgets.
8. Develops bid specifications for equipment, software, and services as required.
9. Collaborates with architects and engineers to ensure plans meet the specifications needed for systems installation and/or modification.
10. Provides Database Administration, Systems Analysis, Systems Design, Application Programming, and Systems Administration as required.

Knowledge and Skills

1. Thorough knowledge of project management principles, including budgeting.
2. Thorough knowledge of computer operating systems and computer networks.
3. Thorough knowledge of desktop computer systems and computer peripheral equipment.
4. Thorough knowledge of information systems analysis, design, construction, integration, operation, security, and maintenance.
5. Thorough knowledge of telecommunications systems.

6. Good knowledge of the overall County Organization, Departmental and Agency missions and duties, County facts, etc. in order to provide a high level of customer service to those served.
7. Ability to plan and organize work in order to set priorities and meet deadlines.
8. Ability to relate highly technical issues and respond to questions at a layman's level of understanding.
9. Ability to communicate effectively, both orally and in writing.
10. Ability to establish and maintain effective working relationships with department heads, elected officials, other employees, vendors, and the general public.
11. Ability to supervise the work of others.

Other Characteristics

1. Should possess a Bachelor's degree from a recognized college or university in Information Technology, Computer Science, or a closely related field. However, the aforesaid educational requirements may be satisfied with the individual possessing a combination of education, training and experience.
2. Should have at least three years of progressively responsible managerial experience applying technology to meet the enterprise wide needs of a similar sized government or business organization.
3. Must be current on trends and developments in the field of information technology.
4. Must be willing to travel and stay overnight as required.
5. Must be willing to work non-standard hours, including weekends and overtime.
6. Must be willing to attend additional training, skills development, and other self improvement courses.



Baldwin County Commission

Agenda Action Form

File #: 19-0525, **Version:** 1

Item #: GA7

Meeting Type: BCC Regular Meeting

Meeting Date: 1/15/2019

Item Status: New

From: Ronald J. Cink, County Administrator

Submitted by: Anu Gary, Administration/Records Manager

ITEM TITLE

Appointed Contract Employees - County Engineer - Considerations Related to Employment Contract

STAFF RECOMMENDATION

Related to the Employment Contracts between the Baldwin County Commission and the Appointed Contract Employees, authorize and approve the execution of a new Employment Contract between the Baldwin County Commission and Joey D. Nunnally applicable to the position of County Engineer at an annual compensation of \$154,000.00. This contract will be effective on January 15, 2019.

In accordance with Ala. Code Section 45-2-120.12 (1975), as amended, and the terms of the present Employment Contract between the Baldwin County Commission and Joey D. Nunnally, the Baldwin County Commission hereby cancels any previous Employment Contract between the Baldwin County Commission and Joey D. Nunnally.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: According to local legislation applicable to Baldwin County, a certain and limited number of Baldwin County Commission administrative positions shall be appointed contract employees. Section 45-2-120.12 of the Code of Alabama (1975) reads, in part, as follows:

One appointed employee position may be filled by the judge of probate which position shall be designated chief clerk.

Two appointed employee positions may be filled by the revenue commissioner which positions shall be designated chief clerk of collections and chief appraiser.

Three appointed employee positions may be filled by the sheriff which positions shall be designated chief deputy, chief jailer, and chief of the civil division.

The following shall be appointed contract employees: county administrator, emergency management

director, juvenile detention director, personnel director, building official, clerk/treasurer, county engineer, development and environmental director, budget director, and communication and information systems director.

Each of the appointed contract employees shall be employed under contract with the commission. Each contract shall include at a minimum the following provisions:

- 1) A provision for termination and severance.
- 2) A job description for the position.
- 3) An annual written evaluation to be reviewed with the employee and retained by the commission in the employee's personnel file.
- 4) A provision that the contract will be nonbinding on the successor commission after each four-year election; however, the contracts must be cancelled or continued within 90 days of the successor commission taking office.
- 5) A provision that any appointed contract employee employed by the county commission may not be subject to any action to cancel or not to renew the contract or in any other manner dismiss or terminate the contract employee except by a three-fourths vote of the elected members of the county commission.

At this time, the County Commission shall consider the appointments of its appointed contract employees.

FINANCIAL IMPACT

Total cost of recommendation: \$154,000.00 annually plus benefits.

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

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

N/A

LEGAL IMPACT

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

Yes.

Reviewed/approved by: County Attorney

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:

Ensure full execution of employment contracts as soon as approved.

Monica Taylor - Place on BCAP and Contracts Online and mark previous contracts inactive in BCAP,
Cc: Keri Green.

Update Contract Employees List with contract approval dates and relevant info.

Additional instructions/notes: N/A

STATE OF ALABAMA)

COUNTY OF BALDWIN)

EMPLOYMENT CONTRACT

THIS EMPLOYMENT CONTRACT (hereafter the “Contract”) is made by and between the Baldwin County Commission, the governing body of Baldwin County, Alabama, a political subdivision of the State of Alabama (hereafter the “Baldwin County Commission”), and JOEY D. NUNNALLY (hereafter the “Appointed Contract Employee”), wherein the Appointed Contract Employee agrees to provide and the Baldwin County Commission agrees to accept, in consideration of the mutual covenants contained herein, the terms and services specified within this Employment Contract.

WITNESSETH:

WHEREAS, pursuant to Section 45-2-120.12 of the Code of Alabama (1975), a certain and limited number of Baldwin County Commission administrative positions are required to be appointed contract employees; and

WHEREAS, Section 45-2-120.12 of the Code of Alabama (1975), provides, in pertinent part, as follows:

The following shall be appointed contract employees: County administrator, emergency management director, juvenile detention director, personnel director, building official, clerk/treasurer, county engineer, development and environmental director, budget director and communication and information systems director. Each of the appointed contract employees shall be employed under contract with the commission. Each contract shall include at a minimum the following provisions:

- (1) A provision for termination and severance.
- (2) A job description for the position.
- (3) An annual written evaluation to be reviewed with the employee and retained by the commission in the employee's personnel file.

(4) A provision that the contract will be nonbinding on the successor commission after each four-year election; however, the contracts must be cancelled or continued within 90 days of the successor commission taking office.

(5) A provision that any appointed contract employee employed by the county commission may not be subject to any action to cancel or not to renew the contract or in any other manner dismiss or terminate the contract employee except by a three-fourths vote of the elected members of the county commission.

WHEREAS, the Baldwin County Commission, during its January 15, 2019, regular meeting, voted to employ the Appointed Contract Employee as **County Engineer**; and

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

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the sufficiency of which are hereby acknowledged, the Baldwin County Commission and the Appointed Contract Employee agree as follows:

Article I.

RECITALS

The above recitals and statements are incorporated as part of this Employment Contract, as if fully set forth herein.

Article II.

DEFINITIONS

- | | |
|----------------|---|
| With Cause: | A reason exists, which may or may not be made public at the sole discretion of the Baldwin County Commission in accordance with applicable state law. |
| Without Cause: | At the sole discretion of the Baldwin County Commission and without the need for a reason. |
| Severance Pay: | Also known as separation pay; money (apart from back wages or salary) paid by the Baldwin County |

Commission to a dismissed Appointed Contract Employee in accordance with the terms of this Agreement.

Article III.

TERM(S) AND PERIOD OF EMPLOYMENT

The Baldwin County Commission appoints the Appointed Contract Employee, and the Appointed Contract Employee hereby accepts employment with the Baldwin County Commission as **County Engineer**, which is classified as a salaried exempt position consisting of benefits only as set forth herein with absolutely no rights existing under the personnel merit system of Baldwin County, Alabama. The Appointed Contract Employee is employed solely at the pleasure of the Baldwin County Commission and may be dismissed with or without cause, as determined exclusively by and in the sole discretion of the Baldwin County Commission pursuant to this Employment Contract.

The Appointed Contract Employee shall continue and/or commence performance of said public duties, as written herein and as directed, upon the effective date of this Employment Contract, and the Appointed Contract Employee shall complete the adequate performance of the public duties and provisions noted herein on a continuing and ongoing basis to the exclusive satisfaction of the Baldwin County Commission.

Article IV.

PERIOD OF PERFORMANCE AND NON-BINDING EFFECT

The effective date of this Employment Contract shall be January 15, 2019, and shall be for a term until November 9, 2022, subject to the terms and conditions of this Employment Contract and applicable state law. In the event the Baldwin County

Commission, by a three-fourths vote of the elected members of the Baldwin County Commission, elects not to renew this Employment Contract, this Employment Contract shall be at an end, and the Appointed Contract Employee's employment shall cease. Notwithstanding any other provisions of this Employment Agreement to the contrary, including, but not limited to, the provisions contained in Article IX, in the event the Baldwin County Commission elects not to renew this Employment Contract, the Appointed Contract Employee shall not be entitled to severance pay pursuant to this Employment Contract unless formally authorized and approved by the Baldwin County Commission. However, the Appointed Contract Employee shall be entitled to the paid benefits for unused annual leave that has accrued to which any other salaried-exempt employee of the Baldwin County Commission would be entitled upon separation in accordance with the terms, conditions and limitations set forth in the Baldwin County Commission Personnel Handbook, as the same may be amended. The Appointed Contract Employee shall not be paid any accrued sick leave except in the case of retirement in accordance with the terms, conditions and limitations set forth in the Baldwin County Commission Personnel Handbook, as the same may be amended. Any payments due for accrued leave time, as determined and calculated by the Baldwin County Commission, shall be paid in a lump sum to the Appointed Contract Employee within one month of the date of non-renewal of this Employment Contract. This Employment Contract shall be non-binding on the successor Baldwin County Commission after each four-year election; however, the Employment Contract must be cancelled or continued within ninety (90) days of the successor Baldwin County Commission taking office. Notwithstanding any other provisions of the Employment Contract to the contrary, including, but not limited to, the provisions contained in Article IX, in the event this

Employment Contract is cancelled within ninety (90) days of the successor Baldwin County Commission taking office, the Appointed Contract Employee shall not be entitled to severance pay pursuant to this Employment Contract unless formally authorized and approved by the Baldwin County Commission.

Article V.

SCOPE OF SERVICES/ DUTIES

The Appointed Contract Employee is employed as **County Engineer**. The Employee will perform all duties of said position as are more particularly set forth in, BUT SHALL NOT BE LIMITED TO, the written job description of said position, which is attached hereto as Exhibit "A", and such other additional tasks and functions as are incidental thereto as determined by the Baldwin County Commission. The aforementioned job description shall be attached hereto and included as though fully set forth herein. The Baldwin County Commission shall have the right to amend said job description from time to time, in its sole discretion, thereby reducing or increasing the duties, tasks or functions of the Appointed Contract Employee.

The Appointed Contract Employee shall be an employee of the Baldwin County Commission. The Baldwin County Commission, or its designee, shall have supervisory control over the Appointed Contract Employee, and the duties of the Appointed Contract Employee may be changed from time to time in the sole direction of the Baldwin County Commission. Notwithstanding any such change, the employment of the Appointed Contract Employee shall be construed as continuing under this Employment Contract as so modified.

The Appointed Contract Employee shall devote his/her time, full ability, and attention to the business of the Baldwin County Commission without interruption during the term of

this Employment Contract. The Appointed Contract Employee shall not directly or indirectly render any services of a business, commercial or professional nature to any other person or organization, whether for compensation or otherwise, without the prior written consent of the Baldwin County Commission.

Article VI.

STANDARD OF PERFORMANCE

The Appointed Contract Employee shall perform all such services in the manner and according to the standards observed by an able employee of the same skill and level of competence in the field within which said Appointed Contract Employee is engaged. All services and products of whatsoever nature, which the Appointed Contract Employee delivers to the Baldwin County Commission pursuant to this Employment Contract, shall be performed and prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person performing services or work in the Appointed Contract Employee's profession.

Article VII.

COMPENSATION

The Appointed Contract Employee shall be paid for his/her performance under this Employment Contract based upon an annual rate of salary of One Hundred Fifty-Four Thousand Dollars (\$154,000.00). Said salary shall be due and payable in bi-weekly (every two weeks) installments and to coincide with the payment of the salary and/or payroll of other employees of the Baldwin County Commission. In addition, the Appointed Contract Employee shall be entitled to longevity pay on the same terms and conditions as full-time

employees of Baldwin County in accordance with the Baldwin County Commission Employee Handbook, as the same may be amended, in the sole discretion of the Baldwin County Commission. Except as expressly provided in this Article VII, the Appointed Contract Employee shall not be entitled to any additional compensation unless approved by the Baldwin County Commission, in its sole discretion.

The Baldwin County Commission will review the Appointed Contract Employee's compensation set forth herein on an annual basis, and the Baldwin County Commission shall have the right, but not the obligation, to adjust the Appointed Contract Employee's compensation as deemed necessary by the Baldwin County Commission, in its sole discretion. In considering any compensation increases or decreases, the Baldwin County Commission may take into consideration any number of factors or matters, INCLUDING, BUT NOT LIMITED TO, the performance and evaluation of the Appointed Contract Employee, the resources of the Baldwin County Commission and any other information deemed to be necessary as determined solely by the Baldwin County Commission.

Article VIII.

BENEFITS

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

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

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

Notwithstanding any statement contained in this Employment Contract, nothing herein shall be construed or interpreted as affording the Appointed Contract Employee any rights existing under the personnel merit system of Baldwin County, Alabama.

Article IX.

TERMINATION

It is understood that the Appointed Contract Employee works at the sole discretion and the sole pleasure of the Baldwin County Commission, regardless of the capacity of public service. Nothing contained in this Employment Contract shall in any way prevent, limit or restrict the right of the Baldwin County Commission to cancel, terminate or not renew this Employment Contract and to discontinue the services of the Appointed Contract Employee at any time, with or without cause, as those terms are herein defined; however, the Appointed Contract Employee shall not be subject to cancellation, termination or non-renewal or in any other manner dismissed or terminated except by a three-fourths vote of the elected members of the Baldwin County Commission.

In the event that the Appointed Contract Employee is terminated without cause, the Baldwin County Commission shall pay to the Appointed Contract Employee severance pay in an amount equal to one-twelfth (1/12th) of the Appointed Contract Employee's annual gross salary, with the exclusion of benefits, as specifically stated herein, i.e. (\$12,833.33).

In the event that the Appointed Contract Employee is terminated with cause, interpreted and as determined solely by the Baldwin County Commission, he/she shall forfeit any and all rights to severance pay and shall not be entitled to receive the same unless formally authorized and approved by the Baldwin County Commission.

Regardless of whether the Appointed Contract Employee is terminated with or without cause, upon termination, he/she shall be entitled to the paid benefits for unused annual leave that has accrued to which any other salaried-exempt employee of the Baldwin County Commission would be entitled upon separation in accordance with the terms, conditions and limitations set forth in the Baldwin County Commission Personnel Handbook, as the same may be amended. The Appointed Contract Employee shall not be paid any accrued sick leave except in the case of retirement in accordance with the terms, conditions and limitations set forth in the Baldwin County Commission Personnel Handbook, as the same may be amended. Any severance pay and any payments due for accrued leave time, as determined and calculated by the Baldwin County Commission, shall be paid in a lump sum to the Appointed Contract Employee within one month of his/her official termination date.

The Appointed Contract Employee may cancel or terminate this Employment Contract at any time by giving two (2) weeks written notice of such cancellation or termination, and upon such cancellation or termination, said Appointed Contract Employee shall be entitled to the paid benefits for unused annual leave that has accrued to which any other salaried-exempt employee of the Baldwin County Commission would be entitled upon separation in accordance with the terms, conditions and limitations set forth in the Baldwin County Commission Personnel Handbook, as the same may be amended. The Appointed Contract Employee shall not be paid any accrued sick leave except in the case of retirement in

accordance with the terms, conditions and limitations set forth in the Baldwin County Commission Personnel Handbook, as the same may be amended. However, said Appointed Contract Employee shall not be entitled to receive any severance pay pursuant to this Employment Contract. Any other payments due for accrued leave time, as determined and calculated by the Baldwin County Commission, shall be paid in a lump sum to the Appointed Contract Employee within one month of his/her official termination date.

Article X.

APPOINTED CONTRACT EMPLOYEE EVALUATION

The Baldwin County Commission shall prepare and review with the Appointed Contract Employee an annual written evaluation of performance. The evaluation criteria, procedure and method will be determined by the Baldwin County Commission. Said annual written evaluation shall be retained by the Baldwin County Commission within the Appointed Contract Employee's personnel file as kept and maintained by the Baldwin County Commission's Personnel Department. Said annual written evaluation, among other considerations, may be used by the Baldwin County Commission in determining the job performance of the Appointed Contract Employee; however, said written annual evaluation shall in no way affect or limit the Baldwin County Commission's authority to terminate the Appointed Contract Employee with or without cause or at will.

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

Article XI.

DISPUTES

In the event that a dispute should arise regarding any and all matters resulting from or dealing with this Employment Contract, and should such dispute result in litigation, it is agreed that the prevailing party shall be entitled to recover all reasonable costs incurred, including staff time, court costs, attorney's fees and other claim-related expenses.

Article XII.

REMEDIES NOT EXCLUSIVE

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

Article XIII.

SEVERABILITY

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

Article XIV.

ASSIGNMENT

The Appointed Contract Employee shall not assign any of his/her rights nor transfer any of his/her obligations under this Employment Contract without the prior written consent of the Baldwin County Commission, and any attempt to so assign or so transfer without such consent shall be void, without legal effect and shall constitute grounds for cancellation or termination of the Appointed Contract Employee and this Employment Contract.

Article XV.

NO WAIVER OF DEFAULT

No delay or omission of the Baldwin County Commission to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein, and every power and remedy given by this Employment Contract to the Baldwin County Commission shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of the Baldwin County Commission.

Article XVI.

ENTIRE CONTRACT AND AMENDMENT

In conjunction with the matters considered herein, this Employment Contract contains the entire understanding and agreement of the Parties, and there have been no promises, representations, agreements, warranties or undertakings by any of the Parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Employment Contract may be altered, amended or modified only by an instrument in writing,

executed by the Parties to this Employment Contract and by no other means. Each Party waives their future right to claim, contest or assert that this Employment Contract was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppels.

Article XVII.

COMPLIANCE WITH THE LAW

The Appointed Contract Employee shall at all times remain in compliance with all applicable Baldwin County, State, Federal and local statutes, ordinances, rules and regulations now in force or which may hereafter be in force with regard to this Employment Contract and the services or work performed hereunder.

Article XVIII.

ALABAMA LAW

The laws of the State of Alabama shall govern this Employment Contract. Any litigation regarding this Employment Contract or its contents shall be filed, if in state court, in the County of Baldwin or, if in a federal court, the Federal District Court for the Southern District of Alabama.

Article XIX.

AUTHORITY

All parties to this Employment Contract warrant and represent that they have the power and the authority to enter into this Employment Contract in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity (ies), person(s), or firm(s), and that all formal

requirements necessary or required by any state and/or federal law in order to enter into this Employment Contract have been fully complied with. Furthermore, by entering into this Employment Contract, the Appointed Contract Employee hereby warrants that the Appointed Contract Employee shall not have breached the terms or conditions of any other contract or agreement to which the Appointed Contract Employee is obligated.

Article XX.

NOTICES

Any notices to be given under this Employment Contract by either Party to the other may be effected either by personal delivery in writing or by registered or certified United States Mail with postage prepaid and return receipt requested. Notices delivered personally shall be deemed communicated as of the actual receipt.

Article XXI.

CAPTIONS

The captions used in connection with the sections of this Employment Contract are for convenience only and shall not be deemed or construed or limit the meaning of the language contained in this Employment Contract, or be used in interpreting the meanings and provisions of this Employment Contract.

Article XXII.

RULE OF CONSTRUCTION

The Parties hereto acknowledge that each Party and its counsel have had the opportunity to review and revise this Agreement, and that the normal rule of construction to

the effect that any ambiguities are to be resolved against a drafting party shall not be employed in the interpretation of this Employment Contract or any amendments hereto.

THIS IS INTENDED TO BE A LEGALLY BINDING EMPLOYMENT CONTRACT. IF YOU DO NOT UNDERSTAND THE LEGAL EFFECT OF ANY PART OF THIS CONTRACT, SEEK LEGAL ADVICE BEFORE SIGNING.

BALDWIN COUNTY COMMISSION

By: _____ / _____
CHARLES F. GRUBER Date
As Its: Chairman

ATTEST:

RONALD J. CINK
As Its: Budget Director

**JOEY D. NUNNALLY
(APPOINTED CONTRACT EMPLOYEE)**

JOEY D. NUNNALLY Date

NOTARY PAGE TO FOLLOW

STATE OF ALABAMA

COUNTY OF BALDWIN

I, _____, a Notary Public, in and for said County in said State, hereby certify that CHARLES F. GRUBER, whose name as Chairman, and RONALD J. CINK, whose name as Budget Director of the BALDWIN COUNTY COMMISSION, a county commission and political subdivision of the State of Alabama, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said county commission.

Given under my hand and seal this _____ day of _____, 2019.

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

STATE OF ALABAMA

COUNTY OF BALDWIN

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

Given under my hand and seal this the _____ day of _____, 2019.

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

POSITION DESCRIPTION

Title: County Engineer

Department: Highway Department

Job Analysis: March 1987, Revised 5/93, 5/01, 05/06, 11/10/2010, 08/16, 1/15/2019

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

Relationships

Reports To: County Commissioners

Subordinate Staff: Assistant County Engineer, Administrative Services, Engineering Personnel, Construction Manager, Geospatial Operations Manager, Operations Manager, Metropolitan Planning Organization Coordinator, Pre-Construction Manager, Chief Highway Accountant, Horticulturist, Director of Transportation

Internal Contacts: County Employees, County Administrator, County Commission, Appointed Department Heads, and other Elected Officials

External Contacts: General Public, State Highway Department and State Officials, Attorneys, Vendors

Status: Appointed Contract/Exempt (AE)

Job Summary

Performs highly responsible and diversified professional engineering work in directing a major department of County government. The employee is responsible for planning and directing the activities of bridge construction and maintenance and technical engineering aspects of the County highway activities. The employee determines and recommends major departmental policies, plans long-term programs and makes administrative decisions relative to construction, maintenance and engineering activities. Responsible to carry out directions and objectives of the Baldwin County Commission. The County Engineer coordinates with the County Commission, the County Administrator and the Department Heads.

Job Domains

A. Consulting

1. Hears group grievances and serious public complaints not resolved at lower levels.
2. Advises County Commission and other local officials from engineering viewpoint.
3. Represents the County Commission at local and state meetings and conferences.
4. Serves as County representative in meetings with various other departments and boards.
5. Serves as an advisor to the County Planning Commission when requested.
6. Provides long range plans as related to the areas of responsibility of the overall Highway Department.

B. Planning

1. Assigns, coordinates and reviews work accomplished by subordinates.
2. Develops definitive plans and priorities for annual work program.
3. Serves as County representative regarding future construction to other governmental agencies.
4. Acts as liaison with local, state and federal officials throughout development and construction of projects.

C. Administration

1. Organizes work to conform to needs and priorities.
2. Reviews work of County maintenance crews as required as well as work performed.
3. Administers annual budget funding programs.
4. Provides County Commission policy and program guidance.
5. Prepares contract bid documents and cost estimates for bidding to contractors.
6. Administers contracts with construction firms and ensures satisfactory completion of work and approves final quantities and costs.

D. Engineering

1. Renders independent professional engineering advice/assistance to professional and supervisory staff in implementation/execution of highway improvement projects and activities.
2. Directs professional, sub-professional and other employees engaged in design, construction and maintenance of county maintained public roads, highways, bridges and related drainage structures and other governmental activities.
3. Establishes project design/construction standards necessary to conform to good engineering practice as related to local, state and federal specifications and requirements.
4. Oversees maintenance, rehabilitation, alteration and new construction accomplished by Baldwin County as necessary.
5. Directs subordinates in conducting a variety of engineering and land surveys, including horizontal, vertical, topographical, construction and property boundary surveys and plats.
6. Recommends new construction projects to the County Commission.

7. Directs preparation of budget and project review documents.
8. Coordinates procurement of equipment for County.
9. Coordinates payment to contractors for work completed and approved for payment.

Knowledge, Skills and Abilities

1. Communication skills to meet and explain County activities to the public and varied civic groups, and explain in detail technical ingredients to subordinates.
2. Skills to interpret and solve complex engineering formulas.
3. Skills to compile comprehensive reports and present, in a clear and concise manner, information required in technical and general correspondence to others.
4. Skills to interpret letters, memos, plans, specifications and other contract and legal documents encountered on the job.
5. Substantial knowledge of the modern principles and practices of administration as applied to the design, construction, operation and maintenance of road and bridge systems, traffic control systems and other functions within the realm of civil engineering.
6. Substantial knowledge of the principles and practices of civil engineering as applied to the design, construction, and maintenance of roads and drainage, and of the materials, methods and techniques of traffic control.
7. Ability to organize, direct and coordinate the activities of units of a major department.
8. Ability to develop long-term plans and solve complex administrative problems.

Other Characteristics

1. Registration of professional engineer by the state board of examiners.
2. Minimum of a B.S. in Civil Engineering.
3. Minimum of three (3) years' experience in highway design and construction.
4. Willing to travel to attend state, regional and national meetings, conferences and seminars as required.
5. Willing to work non-standard hours, or weekends, to clear and repair damages to facilities in inclement weather or complete other complex work in a timely manner.
6. Valid driver's license.



Baldwin County Commission

Agenda Action Form

File #: 19-0526, **Version:** 1

Item #: GA8

Meeting Type: BCC Regular Meeting

Meeting Date: 1/15/2019

Item Status: New

From: Ronald J. Cink, County Administrator

Submitted by: Anu Gary, Administration/Records Manager

ITEM TITLE

Appointed Contract Employees - Development and Environmental Director (Solid Waste) - Considerations Related to Employment Contract

STAFF RECOMMENDATION

Related to the Employment Contracts between the Baldwin County Commission and the Appointed Contract Employees, authorize and approve the execution of a new Employment Contract between the Baldwin County Commission and Terri Lynn Graham applicable to the position of Development and Environmental Director at an annual compensation of \$112,000.00. This contract will be effective on January 15, 2019.

In accordance with Ala. Code Section 45-2-120.12 (1975), as amended, and the terms of the present Employment Contract between the Baldwin County Commission and Terri Lynn Graham, the Baldwin County Commission hereby cancels any previous Employment Contract between the Baldwin County Commission and Terri Lynn Graham.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: According to local legislation applicable to Baldwin County, a certain and limited number of Baldwin County Commission administrative positions shall be appointed contract employees. Section 45-2-120.12 of the Code of Alabama (1975) reads, in part, as follows:

One appointed employee position may be filled by the judge of probate which position shall be designated chief clerk.

Two appointed employee positions may be filled by the revenue commissioner which positions shall be designated chief clerk of collections and chief appraiser.

Three appointed employee positions may be filled by the sheriff which positions shall be designated chief deputy, chief jailer, and chief of the civil division.

The following shall be appointed contract employees: county administrator, emergency management director, juvenile detention director, personnel director, building official, clerk/treasurer, county engineer, development and environmental director, budget director, and communication and information systems director.

Each of the appointed contract employees shall be employed under contract with the commission. Each contract shall include at a minimum the following provisions:

- 1) A provision for termination and severance.
- 2) A job description for the position.
- 3) An annual written evaluation to be reviewed with the employee and retained by the commission in the employee's personnel file.
- 4) A provision that the contract will be nonbinding on the successor commission after each four-year election; however, the contracts must be cancelled or continued within 90 days of the successor commission taking office.
- 5) A provision that any appointed contract employee employed by the county commission may not be subject to any action to cancel or not to renew the contract or in any other manner dismiss or terminate the contract employee except by a three-fourths vote of the elected members of the county commission.

At this time, the County Commission shall consider the appointments of its appointed contract employees.

FINANCIAL IMPACT

Total cost of recommendation: \$112,000.00 annually plus benefits.

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

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

LEGAL IMPACT

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

Reviewed/approved by: County Attorney

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:

Ensure full execution of employment contracts as soon as approved.

Monica Taylor - Place on BCAP and Contracts Online and mark previous contracts inactive in BCAP,
Cc: Keri Green.

Update Contract Employees List with contract approval dates and relevant info.

Additional instructions/notes: N/A

STATE OF ALABAMA)

COUNTY OF BALDWIN)

EMPLOYMENT CONTRACT

THIS EMPLOYMENT CONTRACT (hereafter the “Contract”) is made by and between the Baldwin County Commission, the governing body of Baldwin County, Alabama, a political subdivision of the State of Alabama (hereafter the “Baldwin County Commission”), and TERRI LYNN GRAHAM (hereafter the “Appointed Contract Employee”), wherein the Appointed Contract Employee agrees to provide and the Baldwin County Commission agrees to accept, in consideration of the mutual covenants contained herein, the terms and services specified within this Employment Contract.

WITNESSETH:

WHEREAS, pursuant to Section 45-2-120.12 of the Code of Alabama (1975), a certain and limited number of Baldwin County Commission administrative positions are required to be appointed contract employees; and

WHEREAS, Section 45-2-120.12 of the Code of Alabama (1975), provides, in pertinent part, as follows:

The following shall be appointed contract employees: County administrator, emergency management director, juvenile detention director, personnel director, building official, clerk/treasurer, county engineer, development and environmental director, budget director and communication and information systems director. Each of the appointed contract employees shall be employed under contract with the commission. Each contract shall include at a minimum the following provisions:

- (1) A provision for termination and severance.
- (2) A job description for the position.
- (3) An annual written evaluation to be reviewed with the employee and retained by the commission in the employee's personnel file.

(4) A provision that the contract will be nonbinding on the successor commission after each four-year election; however, the contracts must be cancelled or continued within 90 days of the successor commission taking office.

(5) A provision that any appointed contract employee employed by the county commission may not be subject to any action to cancel or not to renew the contract or in any other manner dismiss or terminate the contract employee except by a three-fourths vote of the elected members of the county commission.

WHEREAS, the Baldwin County Commission, during its January 15, 2019, regular meeting, voted to employ the Appointed Contract Employee as **Development and Environmental Director**; and

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

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the sufficiency of which are hereby acknowledged, the Baldwin County Commission and the Appointed Contract Employee agree as follows:

Article I.

RECITALS

The above recitals and statements are incorporated as part of this Employment Contract, as if fully set forth herein.

Article II.

DEFINITIONS

With Cause: A reason exists, which may or may not be made public at the sole discretion of the Baldwin County Commission in accordance with applicable state law.

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

Severance Pay: Also known as separation pay; money (apart from back wages or salary) paid by the Baldwin County Commission to a dismissed Appointed Contract Employee in accordance with the terms of this Agreement.

Article III.

TERM(S) AND PERIOD OF EMPLOYMENT

The Baldwin County Commission appoints the Appointed Contract Employee, and the Appointed Contract Employee hereby accepts employment with the Baldwin County Commission as **Development and Environmental Director**, which is classified as a salaried exempt position consisting of benefits only as set forth herein with absolutely no rights existing under the personnel merit system of Baldwin County, Alabama. The Appointed Contract Employee is employed solely at the pleasure of the Baldwin County Commission and may be dismissed with or without cause, as determined exclusively by and in the sole discretion of the Baldwin County Commission pursuant to this Employment Contract.

The Appointed Contract Employee shall continue and/or commence performance of said public duties, as written herein and as directed, upon the effective date of this Employment Contract, and the Appointed Contract Employee shall complete the adequate performance of the public duties and provisions noted herein on a continuing and ongoing basis to the exclusive satisfaction of the Baldwin County Commission.

Article IV.

PERIOD OF PERFORMANCE AND NON-BINDING EFFECT

The effective date of this Employment Contract shall be January 15, 2019, and shall be for a term until November 9, 2022, subject to the terms and conditions of this

Employment Contract and applicable state law. In the event the Baldwin County Commission, by a three-fourths vote of the elected members of the Baldwin County Commission, elects not to renew this Employment Contract, this Employment Contract shall be at an end, and the Appointed Contract Employee's employment shall cease. Notwithstanding any other provisions of this Employment Agreement to the contrary, including, but not limited to, the provisions contained in Article IX, in the event the Baldwin County Commission elects not to renew this Employment Contract, the Appointed Contract Employee shall not be entitled to severance pay pursuant to this Employment Contract unless formally authorized and approved by the Baldwin County Commission. However, the Appointed Contract Employee shall be entitled to the paid benefits for unused annual leave that has accrued to which any other salaried-exempt employee of the Baldwin County Commission would be entitled upon separation in accordance with the terms, conditions and limitations set forth in the Baldwin County Commission Personnel Handbook, as the same may be amended. The Appointed Contract Employee shall not be paid any accrued sick leave except in the case of retirement in accordance with the terms, conditions and limitations set forth in the Baldwin County Commission Personnel Handbook, as the same may be amended. Any payments due for accrued leave time, as determined and calculated by the Baldwin County Commission, shall be paid in a lump sum to the Appointed Contract Employee within one month of the date of non-renewal of this Employment Contract. This Employment Contract shall be non-binding on the successor Baldwin County Commission after each four-year election; however, the Employment Contract must be cancelled or continued within ninety (90) days of the successor Baldwin County Commission taking office. Notwithstanding any other provisions of the Employment Contract to the contrary,

including, but not limited to, the provisions contained in Article IX, in the event this Employment Contract is cancelled within ninety (90) days of the successor Baldwin County Commission taking office, the Appointed Contract Employee shall not be entitled to severance pay pursuant to this Employment Contract unless formally authorized and approved by the Baldwin County Commission.

Article V.

SCOPE OF SERVICES/ DUTIES

The Appointed Contract Employee is employed as **Development and Environmental Director**. The Employee will perform all duties of said position as are more particularly set forth in, BUT SHALL NOT BE LIMITED TO, the written job description of said position, which is attached hereto as Exhibit "A", and such other additional tasks and functions as are incidental thereto as determined by the Baldwin County Commission. The aforementioned job description shall be attached hereto and included as though fully set forth herein. The Baldwin County Commission shall have the right to amend said job description from time to time, in its sole discretion, thereby reducing or increasing the duties, tasks or functions of the Appointed Contract Employee.

Furthermore, the Appointed Contract Employee shall serve as, and is hereby designated to perform and accomplish the duties of, Solid Waste Officer for Baldwin County, Alabama, as authorized per Section 22-27-3 (b) of the Code of Alabama (1975), and said Solid Waste Officer is hereby authorized to perform those duties prescribed by the general laws of Alabama and local laws applicable to Baldwin County, Alabama.

The Appointed Contract Employee shall be an employee of the Baldwin County Commission. The Baldwin County Commission, or its designee, shall have supervisory

control over the Appointed Contract Employee, and the duties of the Appointed Contract Employee may be changed from time to time in the sole direction of the Baldwin County Commission. Notwithstanding any such change, the employment of the Appointed Contract Employee shall be construed as continuing under this Employment Contract as so modified.

The Appointed Contract Employee shall devote his/her time, full ability, and attention to the business of the Baldwin County Commission without interruption during the term of this Employment Contract. The Appointed Contract Employee shall not directly or indirectly render any services of a business, commercial or professional nature to any other person or organization, whether for compensation or otherwise, without the prior written consent of the Baldwin County Commission.

Article VI.

STANDARD OF PERFORMANCE

The Appointed Contract Employee shall perform all such services in the manner and according to the standards observed by an able employee of the same skill and level of competence in the field within which said Appointed Contract Employee is engaged. All services and products of whatsoever nature, which the Appointed Contract Employee delivers to the Baldwin County Commission pursuant to this Employment Contract, shall be performed and prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person performing services or work in the Appointed Contract Employee's profession.

Article VII.

COMPENSATION

The Appointed Contract Employee shall be paid for his/her performance under this Employment Contract based upon an annual rate of salary of One Hundred Twelve Thousand Dollars (\$112,000.00). Said salary shall be due and payable in bi-weekly (every two weeks) installments and to coincide with the payment of the salary and/or payroll of other employees of the Baldwin County Commission. In addition, the Appointed Contract Employee shall be entitled to longevity pay on the same terms and conditions as full-time employees of Baldwin County in accordance with the Baldwin County Commission Employee Handbook, as the same may be amended, in the sole discretion of the Baldwin County Commission. Except as expressly provided in this Article VII, the Appointed Contract Employee shall not be entitled to any additional compensation unless approved by the Baldwin County Commission, in its sole discretion.

The Baldwin County Commission will review the Appointed Contract Employee's compensation set forth herein on an annual basis, and the Baldwin County Commission shall have the right, but not the obligation, to adjust the Appointed Contract Employee's compensation as deemed necessary by the Baldwin County Commission, in its sole discretion. In considering any compensation increases or decreases, the Baldwin County Commission may take into consideration any number of factors or matters, INCLUDING, BUT NOT LIMITED TO, the performance and evaluation of the Appointed Contract Employee, the resources of the Baldwin County Commission and any other information deemed to be necessary as determined solely by the Baldwin County Commission.

Article VIII.

BENEFITS

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

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

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

Notwithstanding any statement contained in this Employment Contract, nothing herein shall be construed or interpreted as affording the Appointed Contract Employee any rights existing under the personnel merit system of Baldwin County, Alabama.

Article IX.

TERMINATION

It is understood that the Appointed Contract Employee works at the sole discretion and the sole pleasure of the Baldwin County Commission, regardless of the capacity of public service. Nothing contained in this Employment Contract shall in any way prevent, limit or restrict the right of the Baldwin County Commission to cancel, terminate or not renew this Employment Contract and to discontinue the services of the Appointed Contract Employee at any time, with or without cause, as those terms are herein defined; however, the Appointed Contract Employee shall not be subject to cancellation, termination or non-renewal or in any

other manner dismissed or terminated except by a three-fourths vote of the elected members of the Baldwin County Commission.

In the event that the Appointed Contract Employee is terminated without cause, the Baldwin County Commission shall pay to the Appointed Contract Employee severance pay in an amount equal to one-twelfth (1/12th) of the Appointed Contract Employee's annual gross salary, with the exclusion of benefits, as specifically stated herein, i.e. (\$9,333.33). In the event that the Appointed Contract Employee is terminated with cause, interpreted and as determined solely by the Baldwin County Commission, he/she shall forfeit any and all rights to severance pay and shall not be entitled to receive the same unless formally authorized and approved by the Baldwin County Commission.

Regardless of whether the Appointed Contract Employee is terminated with or without cause, upon termination, he/she shall be entitled to the paid benefits for unused annual leave that has accrued to which any other salaried-exempt employee of the Baldwin County Commission would be entitled upon separation in accordance with the terms, conditions and limitations set forth in the Baldwin County Commission Personnel Handbook, as the same may be amended. The Appointed Contract Employee shall not be paid any accrued sick leave except in the case of retirement in accordance with the terms, conditions and limitations set forth in the Baldwin County Commission Personnel Handbook, as the same may be amended. Any severance pay and any payments due for accrued leave time, as determined and calculated by the Baldwin County Commission, shall be paid in a lump sum to the Appointed Contract Employee within one month of his/her official termination date.

The Appointed Contract Employee may cancel or terminate this Employment Contract at any time by giving two (2) weeks written notice of such cancellation or termination, and

upon such cancellation or termination, said Appointed Contract Employee shall be entitled to the paid benefits for unused annual leave that has accrued to which any other salaried-exempt employee of the Baldwin County Commission would be entitled upon separation in accordance with the terms, conditions and limitations set forth in the Baldwin County Commission Personnel Handbook, as the same may be amended. The Appointed Contract Employee shall not be paid any accrued sick leave except in the case of retirement in accordance with the terms, conditions and limitations set forth in the Baldwin County Commission Personnel Handbook, as the same may be amended. However, said Appointed Contract Employee shall not be entitled to receive any severance pay pursuant to this Employment Contract. Any other payments due for accrued leave time, as determined and calculated by the Baldwin County Commission, shall be paid in a lump sum to the Appointed Contract Employee within one month of his/her official termination date.

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Article XX.

NOTICES

Any notices to be given under this Employment Contract by either Party to the other may be effected either by personal delivery in writing or by registered or certified United States Mail with postage prepaid and return receipt requested. Notices delivered personally shall be deemed communicated as of the actual receipt.

Article XXI.

CAPTIONS

The captions used in connection with the sections of this Employment Contract are for convenience only and shall not be deemed or construed or limit the meaning of the

NOTARY PAGE TO FOLLOW

STATE OF ALABAMA

COUNTY OF BALDWIN

I, _____, a Notary Public, in and for said County in said State, hereby certify that CHARLES F. GRUBER, whose name as Chairman, and RONALD J. CINK, whose name as Budget Director of the BALDWIN COUNTY COMMISSION, a county commission and political subdivision of the State of Alabama, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said county commission.

Given under my hand and seal this _____ day of _____, 2019.

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

STATE OF ALABAMA

COUNTY OF BALDWIN

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

Given under my hand and seal this the _____ day of _____, 2019.

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

POSITION DESCRIPTION

Title: Development and Environmental Director

Department: Solid Waste

Job Analysis Conducted: November, 94 ; Revised 7/95; 11/10/2010; 9/3/2013; January 15, 2019

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

Relationships

Reports To: County Commissioners

Subordinate Staff: Landfill Manager, Administrative Services Director, Records Manager, Route Supervisors and Maintenance Supervisor

Internal Contacts: County Commission, District Attorney, County Engineer, Communication and Information Systems Director, Budget Director, Personnel Director and Deputy Sheriff

External Contacts: Environmental Council, State, Federal and County Agencies, citizens

Status: Appointed Contract/Exempt (AE)

Job Summary

This is a departmental management position with direct responsibility for all areas of environmental management in Baldwin County as well as daily operation of the Subtitle D Landfill, Construction and Demolition Landfills, Transfer Station, Recycling and Composting, and investigation and cleanup of illegal dumps or litter in the County. Provides technical evaluation and assistance to outside agencies and citizens for all areas of the environment. Promotes environmental awareness through education and citizen interaction as well as provides both technical and managerial guidance to the Baldwin County Commission.

Job Domains

A. Management

1. Supervises the daily work routine of the Landfill Manager, Administrative Services Director, Route Supervisors, Maintenance Supervisor and Records Manager.

2. Monitors work in progress for all technical and supervisory areas of the Environmental Management Department and makes corrections when necessary.
3. Inspects work in progress for all areas of responsibility to ensure compliance with local, State and Federal Regulations, Codes and Permits.
4. Maintains performance records on all Solid Waste employees and recommends to Personnel Director, County Commission and Administrator merit and pay increases based on said records.
5. Develops and maintains an annual budget with revenue projections, capital amortization schedules, etc. to ensure the economic soundness of the Solid Waste Department.

B. Planning and Coordination

1. Plans and schedules projects and activities in all responsible areas approved by the County Commission.
2. Assists and provides both technical and managerial direction to the Environmental Council.
3. Ensures the technical adequacy for all environmental programs and projects approved by the County Commission.
4. Provides technical assistance and guidance for all areas of environmental management for citizens of Baldwin County.
5. Promotes and assists in the education of citizens and other agency officials for environmental programs and projects approved by the County Commission.

C. Miscellaneous

1. Maintains state of the art knowledge, education and training necessary for all areas of the environment.
2. Maintains good public relations with citizens being served.
3. Develop long and short range plans for landfill, recycling and all other environmental issues.

Knowledge, Skills and Abilities

1. Skills to direct and supervise subordinates and deal with the public and handle complaints.
2. Writing and oratorical skills necessary to make reports to the County Commission, County Administrator and the Public.
3. State of the art knowledge of all applicable occupational safety, health, regulatory requirements, codes and permits.
4. Planning and scheduling skills.

Other Characteristics

1. Must work non-standard hours when necessary.
2. Willingness to attend meetings and other work activities after normal working hours.
3. Valid Alabama driver's license.
4. Five years experience in supervision and management of others, including budget responsibilities.

5. Six years of experience in environmental engineering or related engineering or science field.
6. Bachelor of Science Degree in Environmental Engineering or related Engineering or Science Degree or Business Administration Degree or Finance Degree.

Reviewed July, 2009

Approved 1/15/2019 BC Commission Meeting



Baldwin County Commission

Agenda Action Form

File #: 19-0528, **Version:** 1

Item #: GA9

Meeting Type: BCC Regular Meeting

Meeting Date: 1/15/2019

Item Status: New

From: Ronald J. Cink, County Administrator

Submitted by: Anu Gary, Administration/Records Manager

ITEM TITLE

Appointed Contract Employees - Juvenile Detention Director - Considerations Related to Employment Contract

STAFF RECOMMENDATION

Related to the Employment Contracts between the Baldwin County Commission and the Appointed Contract Employees, authorize and approve the execution of a new Employment Contract between the Baldwin County Commission and Ronald J. Ballard, Jr. applicable to the position of Juvenile Detention Director at an annual compensation of \$90,000.00. This contract will be effective on January 15, 2019.

In accordance with Ala. Code Section 45-2-120.12 (1975), as amended, and the terms of the present Employment Contract between the Baldwin County Commission and Ronald J. Ballard, Jr., the Baldwin County Commission hereby cancels any previous Employment Contract between the Baldwin County Commission and Ronald J. Ballard, Jr.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: According to local legislation applicable to Baldwin County, a certain and limited number of Baldwin County Commission administrative positions shall be appointed contract employees. Section 45-2-120.12 of the Code of Alabama (1975) reads, in part, as follows:

One appointed employee position may be filled by the judge of probate which position shall be designated chief clerk.

Two appointed employee positions may be filled by the revenue commissioner which positions shall be designated chief clerk of collections and chief appraiser.

Three appointed employee positions may be filled by the sheriff which positions shall be designated chief deputy, chief jailer, and chief of the civil division.

The following shall be appointed contract employees: county administrator, emergency management director, juvenile detention director, personnel director, building official, clerk/treasurer, county engineer, development and environmental director, budget director, and communication and information systems director.

Each of the appointed contract employees shall be employed under contract with the commission. Each contract shall include at a minimum the following provisions:

- 1) A provision for termination and severance.
- 2) A job description for the position.
- 3) An annual written evaluation to be reviewed with the employee and retained by the commission in the employee's personnel file.
- 4) A provision that the contract will be nonbinding on the successor commission after each four-year election; however, the contracts must be cancelled or continued within 90 days of the successor commission taking office.
- 5) A provision that any appointed contract employee employed by the county commission may not be subject to any action to cancel or not to renew the contract or in any other manner dismiss or terminate the contract employee except by a three-fourths vote of the elected members of the county commission.

At this time, the County Commission shall consider the appointments of its appointed contract employees.

FINANCIAL IMPACT

Total cost of recommendation: \$90,000.00 annually plus benefits.

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

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

LEGAL IMPACT

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

Reviewed/approved by: County Attorney

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:

Ensure full execution of employment contracts as soon as approved.

Monica Taylor - Place on BCAP and Contracts Online and mark previous contracts inactive in BCAP,
Cc: Keri Green.

Update Contract Employees List with contract approval dates and relevant info.

Additional instructions/notes: N/A

STATE OF ALABAMA)

COUNTY OF BALDWIN)

EMPLOYMENT CONTRACT

THIS EMPLOYMENT CONTRACT (hereafter the “Contract”) is made by and between the Baldwin County Commission, the governing body of Baldwin County, Alabama, a political subdivision of the State of Alabama (hereafter the “Baldwin County Commission”), and RONALD J. BALLARD, JR. (hereafter the “Appointed Contract Employee”), wherein the Appointed Contract Employee agrees to provide and the Baldwin County Commission agrees to accept, in consideration of the mutual covenants contained herein, the terms and services specified within this Employment Contract.

WITNESSETH:

WHEREAS, pursuant to Section 45-2-120.12 of the Code of Alabama (1975), a certain and limited number of Baldwin County Commission administrative positions are required to be appointed contract employees; and

WHEREAS, Section 45-2-120.12 of the Code of Alabama (1975), provides, in pertinent part, as follows:

The following shall be appointed contract employees: County administrator, emergency management director, juvenile detention director, personnel director, building official, clerk/treasurer, county engineer, development and environmental director, budget director and communication and information systems director. Each of the appointed contract employees shall be employed under contract with the commission. Each contract shall include at a minimum the following provisions:

- (1) A provision for termination and severance.
- (2) A job description for the position.
- (3) An annual written evaluation to be reviewed with the employee and retained by the commission in the employee's personnel file.

(4) A provision that the contract will be nonbinding on the successor commission after each four-year election; however, the contracts must be cancelled or continued within 90 days of the successor commission taking office.

(5) A provision that any appointed contract employee employed by the county commission may not be subject to any action to cancel or not to renew the contract or in any other manner dismiss or terminate the contract employee except by a three-fourths vote of the elected members of the county commission.

WHEREAS, the Baldwin County Commission, during its January 15, 2019, regular meeting, voted to employ the Appointed Contract Employee as **Juvenile Detention Director**; and

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

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the sufficiency of which are hereby acknowledged, the Baldwin County Commission and the Appointed Contract Employee agree as follows:

Article I.

RECITALS

The above recitals and statements are incorporated as part of this Employment Contract, as if fully set forth herein.

Article II.

DEFINITIONS

With Cause: A reason exists, which may or may not be made public at the sole discretion of the Baldwin County Commission in accordance with applicable state law.

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

Severance Pay: Also known as separation pay; money (apart from back wages or salary) paid by the Baldwin County Commission to a dismissed Appointed Contract Employee in accordance with the terms of this Agreement.

Article III.

TERM(S) AND PERIOD OF EMPLOYMENT

The Baldwin County Commission appoints the Appointed Contract Employee, and the Appointed Contract Employee hereby accepts employment with the Baldwin County Commission as **Juvenile Detention Director**, which is classified as a salaried exempt position consisting of benefits only as set forth herein with absolutely no rights existing under the personnel merit system of Baldwin County, Alabama. The Appointed Contract Employee is employed solely at the pleasure of the Baldwin County Commission and may be dismissed with or without cause, as determined exclusively by and in the sole discretion of the Baldwin County Commission pursuant to this Employment Contract.

The Appointed Contract Employee shall continue and/or commence performance of said public duties, as written herein and as directed, upon the effective date of this Employment Contract, and the Appointed Contract Employee shall complete the adequate performance of the public duties and provisions noted herein on a continuing and ongoing basis to the exclusive satisfaction of the Baldwin County Commission.

Article IV.

PERIOD OF PERFORMANCE AND NON-BINDING EFFECT

The effective date of this Employment Contract shall be January 15, 2019, and shall be for a term until November 9, 2022, subject to the terms and conditions of this

Employment Contract and applicable state law. In the event the Baldwin County Commission, by a three-fourths vote of the elected members of the Baldwin County Commission, elects not to renew this Employment Contract, this Employment Contract shall be at an end, and the Appointed Contract Employee's employment shall cease. Notwithstanding any other provisions of this Employment Agreement to the contrary, including, but not limited to, the provisions contained in Article IX, in the event the Baldwin County Commission elects not to renew this Employment Contract, the Appointed Contract Employee shall not be entitled to severance pay pursuant to this Employment Contract unless formally authorized and approved by the Baldwin County Commission. However, the Appointed Contract Employee shall be entitled to the paid benefits for unused annual leave that has accrued to which any other salaried-exempt employee of the Baldwin County Commission would be entitled upon separation in accordance with the terms, conditions and limitations set forth in the Baldwin County Commission Personnel Handbook, as the same may be amended. The Appointed Contract Employee shall not be paid any accrued sick leave except in the case of retirement in accordance with the terms, conditions and limitations set forth in the Baldwin County Commission Personnel Handbook, as the same may be amended. Any payments due for accrued leave time, as determined and calculated by the Baldwin County Commission, shall be paid in a lump sum to the Appointed Contract Employee within one month of the date of non-renewal of this Employment Contract. This Employment Contract shall be non-binding on the successor Baldwin County Commission after each four-year election; however, the Employment Contract must be cancelled or continued within ninety (90) days of the successor Baldwin County Commission taking office. Notwithstanding any other provisions of the Employment Contract to the contrary,

including, but not limited to, the provisions contained in Article IX, in the event this Employment Contract is cancelled within ninety (90) days of the successor Baldwin County Commission taking office, the Appointed Contract Employee shall not be entitled to severance pay pursuant to this Employment Contract unless formally authorized and approved by the Baldwin County Commission.

Article V.

SCOPE OF SERVICES/ DUTIES

The Appointed Contract Employee is employed as **Juvenile Detention Director**. The Employee will perform all duties of said position as are more particularly set forth in, BUT SHALL NOT BE LIMITED TO, the written job description of said position, which is attached hereto as Exhibit "A", and such other additional tasks and functions as are incidental thereto as determined by the Baldwin County Commission. The aforementioned job description shall be attached hereto and included as though fully set forth herein. The Baldwin County Commission shall have the right to amend said job description from time to time, in its sole discretion, thereby reducing or increasing the duties, tasks or functions of the Appointed Contract Employee.

The Appointed Contract Employee shall be an employee of the Baldwin County Commission. The Baldwin County Commission, or its designee, shall have supervisory control over the Appointed Contract Employee, and the duties of the Appointed Contract Employee may be changed from time to time in the sole direction of the Baldwin County Commission. Notwithstanding any such change, the employment of the Appointed Contract Employee shall be construed as continuing under this Employment Contract as so modified.

The Appointed Contract Employee shall devote his/her time, full ability, and attention to the business of the Baldwin County Commission without interruption during the term of this Employment Contract. The Appointed Contract Employee shall not directly or indirectly render any services of a business, commercial or professional nature to any other person or organization, whether for compensation or otherwise, without the prior written consent of the Baldwin County Commission.

Article VI.

STANDARD OF PERFORMANCE

The Appointed Contract Employee shall perform all such services in the manner and according to the standards observed by an able employee of the same skill and level of competence in the field within which said Appointed Contract Employee is engaged. All services and products of whatsoever nature, which the Appointed Contract Employee delivers to the Baldwin County Commission pursuant to this Employment Contract, shall be performed and prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person performing services or work in the Appointed Contract Employee's profession.

Article VII.

COMPENSATION

The Appointed Contract **Employee** shall be paid for his/her performance under this Employment Contract based upon an annual rate of salary of Ninety Thousand Dollars (\$90,000.00). Said salary shall be due and payable in bi-weekly (every two weeks) installments and to coincide with the payment of the salary and/or payroll of other employees

of the Baldwin County Commission. In addition, the Appointed Contract Employee shall be entitled to longevity pay on the same terms and conditions as full-time employees of Baldwin County in accordance with the Baldwin County Commission Employee Handbook, as the same may be amended, in the sole discretion of the Baldwin County Commission. Except as expressly provided in this Article VII, the Appointed Contract Employee shall not be entitled to any additional compensation unless approved by the Baldwin County Commission, in its sole discretion.

The Baldwin County Commission will review the Appointed Contract Employee's compensation set forth herein on an annual basis, and the Baldwin County Commission shall have the right, but not the obligation, to adjust the Appointed Contract Employee's compensation as deemed necessary by the Baldwin County Commission, in its sole discretion. In considering any compensation increases or decreases, the Baldwin County Commission may take into consideration any number of factors or matters, INCLUDING, BUT NOT LIMITED TO, the performance and evaluation of the Appointed Contract Employee, the resources of the Baldwin County Commission and any other information deemed to be necessary as determined solely by the Baldwin County Commission.

Article VIII.

BENEFITS

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

The Appointed Contract Employee shall be eligible to participate in any available health insurance coverage, if any, provided by the Baldwin County

Commission, subject to the terms and conditions of such health insurance coverage.

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

Notwithstanding any statement contained in this Employment Contract, nothing herein shall be construed or interpreted as affording the Appointed Contract Employee any rights existing under the personnel merit system of Baldwin County, Alabama.

Article IX.

TERMINATION

It is understood that the Appointed Contract Employee works at the sole discretion and the sole pleasure of the Baldwin County Commission, regardless of the capacity of public service. Nothing contained in this Employment Contract shall in any way prevent, limit or restrict the right of the Baldwin County Commission to cancel, terminate or not renew this Employment Contract and to discontinue the services of the Appointed Contract Employee at any time, with or without cause, as those terms are herein defined; however, the Appointed Contract Employee shall not be subject to cancellation, termination or non-renewal or in any other manner dismissed or terminated except by a three-fourths vote of the elected members of the Baldwin County Commission.

In the event that the Appointed Contract Employee is terminated without cause, the Baldwin County Commission shall pay to the Appointed Contract Employee severance pay

in an amount equal to one-twelfth (1/12th) of the Appointed Contract Employee's annual gross salary, with the exclusion of benefits, as specifically stated herein, i.e. (\$7,500.00). In the event that the Appointed Contract Employee is terminated with cause, interpreted and as determined solely by the Baldwin County Commission, he/she shall forfeit any and all rights to severance pay and shall not be entitled to receive the same unless formally authorized and approved by the Baldwin County Commission.

Regardless of whether the Appointed Contract Employee is terminated with or without cause, upon termination, he/she shall be entitled to the paid benefits for unused annual leave that has accrued to which any other salaried-exempt employee of the Baldwin County Commission would be entitled upon separation in accordance with the terms, conditions and limitations set forth in the Baldwin County Commission Personnel Handbook, as the same may be amended. The Appointed Contract Employee shall not be paid any accrued sick leave except in the case of retirement in accordance with the terms, conditions and limitations set forth in the Baldwin County Commission Personnel Handbook, as the same may be amended. Any severance pay and any payments due for accrued leave time, as determined and calculated by the Baldwin County Commission, shall be paid in a lump sum to the Appointed Contract Employee within one month of his/her official termination date.

The Appointed Contract Employee may cancel or terminate this Employment Contract at any time by giving two (2) weeks written notice of such cancellation or termination, and upon such cancellation or termination, said Appointed Contract Employee shall be entitled to the paid benefits for unused annual leave that has accrued to which any other salaried-exempt employee of the Baldwin County Commission would be entitled upon separation in accordance with the terms, conditions and limitations set forth in the Baldwin County

Commission Personnel Handbook, as the same may be amended. The Appointed Contract Employee shall not be paid any accrued sick leave except in the case of retirement in accordance with the terms, conditions and limitations set forth in the Baldwin County Commission Personnel Handbook, as the same may be amended. However, said Appointed Contract Employee shall not be entitled to receive any severance pay pursuant to this Employment Contract. Any other payments due for accrued leave time, as determined and calculated by the Baldwin County Commission, shall be paid in a lump sum to the Appointed Contract Employee within one month of his/her official termination date.

Article X.

APPOINTED CONTRACT EMPLOYEE EVALUATION

The Baldwin County Commission shall prepare and review with the Appointed Contract Employee an annual written evaluation of performance. The evaluation criteria, procedure and method will be determined by the Baldwin County Commission. Said annual written evaluation shall be retained by the Baldwin County Commission within the Appointed Contract Employee's personnel file as kept and maintained by the Baldwin County Commission's Personnel Department. Said annual written evaluation, among other considerations, may be used by the Baldwin County Commission in determining the job performance of the Appointed Contract Employee; however, said written annual evaluation shall in no way affect or limit the Baldwin County Commission's authority to terminate the Appointed Contract Employee with or without cause or at will.

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

Article XI.

DISPUTES

In the event that a dispute should arise regarding any and all matters resulting from or dealing with this Employment Contract, and should such dispute result in litigation, it is agreed that the prevailing party shall be entitled to recover all reasonable costs incurred, including staff time, court costs, attorney's fees and other claim-related expenses.

Article XII.

REMEDIES NOT EXCLUSIVE

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

Article XIII.

SEVERABILITY

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

Article XIV.

ASSIGNMENT

The Appointed Contract Employee shall not assign any of his/her rights nor transfer any of his/her obligations under this Employment Contract without the prior written consent of the Baldwin County Commission, and any attempt to so assign or so transfer without such consent shall be void, without legal effect and shall constitute grounds for cancellation or termination of the Appointed Contract Employee and this Employment Contract.

Article XV.

NO WAIVER OF DEFAULT

No delay or omission of the Baldwin County Commission to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein, and every power and remedy given by this Employment Contract to the Baldwin County Commission shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of the Baldwin County Commission.

Article XVI.

ENTIRE CONTRACT AND AMENDMENT

In conjunction with the matters considered herein, this Employment Contract contains the entire understanding and agreement of the Parties, and there have been no promises, representations, agreements, warranties or undertakings by any of the Parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Employment Contract may be altered, amended or modified only by an instrument in writing,

executed by the Parties to this Employment Contract and by no other means. Each Party waives their future right to claim, contest or assert that this Employment Contract was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppels.

Article XVII.

COMPLIANCE WITH THE LAW

The Appointed Contract Employee shall at all times remain in compliance with all applicable Baldwin County, State, Federal and local statutes, ordinances, rules and regulations now in force or which may hereafter be in force with regard to this Employment Contract and the services or work performed hereunder.

Article XVIII.

ALABAMA LAW

The laws of the State of Alabama shall govern this Employment Contract. Any litigation regarding this Employment Contract or its contents shall be filed, if in state court, in the County of Baldwin or, if in a federal court, the Federal District Court for the Southern District of Alabama.

Article XIX.

AUTHORITY

All parties to this Employment Contract warrant and represent that they have the power and the authority to enter into this Employment Contract in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity (ies), person(s), or firm(s), and that all formal

requirements necessary or required by any state and/or federal law in order to enter into this Employment Contract have been fully complied with. Furthermore, by entering into this Employment Contract, the Appointed Contract Employee hereby warrants that the Appointed Contract Employee shall not have breached the terms or conditions of any other contract or agreement to which the Appointed Contract Employee is obligated.

Article XX.

NOTICES

Any notices to be given under this Employment Contract by either Party to the other may be effected either by personal delivery in writing or by registered or certified United States Mail with postage prepaid and return receipt requested. Notices delivered personally shall be deemed communicated as of the actual receipt.

Article XXI.

CAPTIONS

The captions used in connection with the sections of this Employment Contract are for convenience only and shall not be deemed or construed or limit the meaning of the language contained in this Employment Contract, or be used in interpreting the meanings and provisions of this Employment Contract.

Article XXII.

RULE OF CONSTRUCTION

The Parties hereto acknowledge that each Party and its counsel have had the opportunity to review and revise this Agreement, and that the normal rule of construction to

the effect that any ambiguities are to be resolved against a drafting party shall not be employed in the interpretation of this Employment Contract or any amendments hereto.

THIS IS INTENDED TO BE A LEGALLY BINDING EMPLOYMENT CONTRACT. IF YOU DO NOT UNDERSTAND THE LEGAL EFFECT OF ANY PART OF THIS CONTRACT, SEEK LEGAL ADVICE BEFORE SIGNING.

BALDWIN COUNTY COMMISSION

By: _____ / _____
CHARLES F. GRUBER Date
As Its: Chairman

ATTEST:

RONALD J. CINK
As Its: Budget Director

**RONALD J. BALLARD, JR.
(APPOINTED CONTRACT EMPLOYEE)**

RONALD J. BALLARD, JR. Date

NOTARY PAGE TO FOLLOW

STATE OF ALABAMA

COUNTY OF BALDWIN

I, _____, a Notary Public, in and for said County in said State, hereby certify that CHARLES F. GRUBER, whose name as Chairman, and RONALD J. CINK, whose name as Budget Director of the BALDWIN COUNTY COMMISSION, a county commission and political subdivision of the State of Alabama, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said county commission.

Given under my hand and seal this _____ day of _____, 2019.

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

STATE OF ALABAMA

COUNTY OF BALDWIN

I, _____, a Notary Public, in and for said County, in said State, hereby certify that RONALD J. BALLARD, JR., whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this date, being informed of the contents of the instrument, he/she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the _____ day of _____, 2019.

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

POSITION DESCRIPTION

Title: Juvenile Detention Director

Department: Baldwin County Regional Juvenile Detention Center (JDC)

Job Analysis: October 2005, May 2006, March 2008, November 2010, December 2012, December 2014, revised September 2016, January 15, 2019

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

Relationships

Reports to: County Commission

Subordinate Staff: Detention Technician, Detention Workers I and II, Detention Coordinator, and Chief Administrative Assistant

Internal Contacts: Baldwin County Commission, Juvenile Court Judge, JPO Officers, County Youth Services Personnel, County Personnel

External Contacts: General Public, Court Personnel, Medical Personnel, Other Law Enforcement Agencies, Alabama Office of Courts, Department of Youth Services (DYS), other Detention Centers, Attorneys, Out of County JPO's and Juvenile Court Judges

Status: Appointed Contract/Exempt (AE)

Job Summary

The work of the Baldwin County Regional Juvenile Detention Director (JDC Director) is conducted at the JDC. The JDC Director manages the facility and its employees. Oversees preparations for work schedules, assigns duties, and ensures policies and procedures are followed. Trains or ensures that training is conducted in accordance with DYS and Baldwin County Commission standards and evaluates employees. The JDC Director ensures security of the JDC to protect residents, personnel and the public. The Director ensures adequate health care, education, and food services for residents are provided.

Job Domains

A. Licensure

1. Ensure that all DYS and Baldwin County Commission standards are met and maintained.
2. Ensures that the educational standards/regulations are met and maintained.

3. Ensures that the fire and health codes are met and maintained.

B. Supervision

1. Ensures JDC facility is secure and operating properly at all times.
2. Oversees the assigning of work schedules.
3. Direct personnel in the performance of their duties.
4. Ensures policy and procedures are followed.
5. Ensures that training of all employees is conducted.
6. Evaluates performance of employees.
7. Establishes organizational structure to ensure administration's objectives are achieved.
8. Receives and approves all sick, annual leave, etc. or appoints designee to do the same.
9. Supervises education personnel.

C. Filing and Records Management

1. Ensures that all records and inventory are maintained and updated as per standards.
2. Ensures that all receipts and records are filed and maintained appropriately.
3. Receives and maintains various instruments such as legal opinions, lawsuits, etc.
4. Completes national and local surveys.

D. Accounting and Finance

1. Prepares claims for reimbursement.
2. Compiles and processes requisitions, purchase orders and invoices.
3. Prepares budgets and monitors expenditures in conjunction with the Baldwin County Commission and Baldwin County Finance Director.

E. Reports

1. Prepare and submit reports to local and state governments and the juvenile court.
2. Ensures that the Baldwin County Commission and the Baldwin County Juvenile Judge is informed on a regular basis through systematic reporting, e.g. quarterly report.

Knowledge, Skills, and Abilities

1. Verbal skills to address small and large groups to communicate goals, ideas, and factual information to subordinates, general public, press and other contacts.
2. Writing skills to effectively formulate policy and procedures for JDC, take complaints, compose speeches, letters to attorneys and related persons, and organize forms.
3. Reading skills to understand a variety of materials such as law instruction manuals, legislation, etc.
4. Math skills to interpret accounting and financial reports, calculate costs, and prepare budgets.
5. Management skills to plan, organize, direct, and train staff.
6. Human relation skills.

7. Knowledge of modern approved principles, practices and procedures of juvenile detention operation and administration as endorsed by the American Correctional Association, the Alabama Department of Youth Services, and the Baldwin County Commission.
8. Knowledge of emergency medical techniques i.e. CPR and First Aid.
9. Ability to analyze situations and adopt effective course of action based on the DYS and Baldwin County Commission standards.

Other Characteristics

1. Bachelor's degree level in a criminal justice, social services or related field.
2. Five (5) years proven successful experience in an administrative position.
3. Five (5) years proven successful experience as the director of a juvenile program.
4. Five (5) years proven administrative experience in/with educational system.
5. Willing to travel for the purpose of professional development.



Baldwin County Commission

Agenda Action Form

File #: 19-0545, **Version:** 1

Item #: IA1

Meeting Type: BCC Regular Meeting

Meeting Date: 1/15/2019

Item Status: Addendum

From: Commissioner James E. Ball

Submitted by: Anu Gary, Administration/Records Manager

ITEM TITLE

Discussion Regarding Appointed Contract Employees - County Administrator, Personnel Director and Emergency Management Agency Director Positions

STAFF RECOMMENDATION

Discuss the advertising and posting of the following appointed contract employee positions and the salary range for each position:

County Administrator

Personnel Director

Emergency Management Agency (EMA) Director

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: According to local legislation applicable to Baldwin County, a certain and limited number of Baldwin County Commission administrative positions shall be appointed contract employees. Section 45-2-120.12 of the Code of Alabama (1975) reads, in part, as follows:

One appointed employee position may be filled by the judge of probate which position shall be designated chief clerk.

Two appointed employee positions may be filled by the revenue commissioner which positions shall be designated chief clerk of collections and chief appraiser.

Three appointed employee positions may be filled by the sheriff which positions shall be designated chief deputy, chief jailer, and chief of the civil division.

The following shall be appointed contract employees: county administrator, emergency management director, juvenile detention director, personnel director, building official, clerk/treasurer, county engineer, development and environmental director, budget director, and

communication and information systems director.

Each of the appointed contract employees shall be employed under contract with the commission. Each contract shall include at a minimum the following provisions:

- 1) A provision for termination and severance.
- 2) A job description for the position.
- 3) An annual written evaluation to be reviewed with the employee and retained by the commission in the employee's personnel file.
- 4) A provision that the contract will be nonbinding on the successor commission after each four-year election; however, the contracts must be cancelled or continued within 90 days of the successor commission taking office.
- 5) A provision that any appointed contract employee employed by the county commission may not be subject to any action to cancel or not to renew the contract or in any other manner dismiss or terminate the contract employee except by a three-fourths vote of the elected members of the county commission.

Commissioner James E. Ball would like to discuss the posting, advertising and salary range for the for the following appointed contract employees:

County Administrator
Personnel Director
Emergency Management Agency (EMA) Director

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel Department / Administration Department

Action required (list contact persons/addresses if documents are to be mailed or emailed): As directed by the Commission.

Additional instructions/notes: N/A



Baldwin County Commission

Agenda Action Form

File #: 19-0546, **Version:** 1

Item #: IA2

Meeting Type: BCC Regular Meeting

Meeting Date: 1/15/2019

Item Status: Addendum

From: Judge Tim Russell, Probate Judge

Deidra Hanak, Interim Personnel Director

Submitted by: Deidra Hanak, Interim Personnel Director

ITEM TITLE

Probate Office - Personnel Changes

STAFF RECOMMENDATION

Take the following actions:

1) Approve the promotion of Tanzie Shoots from the License Revenue Officer I position (PID #992) grade G-08 (\$15.806 per hour / \$32,876.48 annually) to fill the open License Revenue Officer II position (PID #161) at a grade H-07 (\$16.930 per hour / \$35,214.40 annually) to be effective no sooner than February 4, 2019; and

2) Approve the employment of Kim Ard to fill the open License Revenue Officer I position (PID #992) at a grade G-EL (\$12.967 per hour / \$26,971.36 annually) to be effective no sooner than January 28, 2019.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The License Revenue Officer II position will be vacated in January 2019, due to the retirement of the previous employee. The Probate Judge respectfully requests the above action is approved.

FINANCIAL IMPACT

Total cost of recommendation: N/A

Budget line item(s) to be used: 51300.5113

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

N/A

LEGAL IMPACT

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

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel - Implement Changes

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

N/A

Additional instructions/notes: N/A